

**DECLARATION OF**

**COVENANTS, CONDITIONS,**  
**RESERVATIONS AND RESTRICTIONS**

**FOR**

**SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**

Revised 12/15/96

**COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS  
FOR  
SADDLEWOODS HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION**, made on the date hereinafter set forth by Joseph N. DeNardo and Shari A. DeNardo d/b/a/ **J. N. D. Properties** 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 Saddlewood, recorded in Plan Book Volume 197, pages, 139 - 144.

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 Saddlewood Homeowners Association, Inc., 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 Saddlewood 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 197, pages 139 & 144. 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 area consisting 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 Area" shall mean all real property designated as open spaces within the Saddlewood 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. Other real property may be hereinafter conveyed to the Association as Common Area as additional phase become developed.

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, 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 shall be either the Owner or a lessee who holds a valid lease.

Section 11. "Board of Directors" shall mean and refer to the Board of Directors of the Association as provided in the by-law's of the Association.

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 a individual lot.

Section 14. "The Management Company." The Management company for the association will be J.N.D. Properties. The management of the common area and any private amenities will be for as long as J.N.D.Properties has legal title and/or majority ownership of Lot #50 where the private amenities will be located.

Section 15. "Privately Owned Amenity Area" shall mean Lot no. #50 and all physical improvements owned and operated by J.N.D. Properties. Lot no. #50 is located with access on Washington Pike in front of the community. This lot is being created for the Declarant's management and sales offices and for amenity and recreational uses. The private amenities constructed on this lot will be available to all Saddlewood residences and other Declarant

specified users. This parcel of ground as well as any constructed amenities will not fall within the jurisdiction of the homeowners association and will be managed and owned, operated and controlled by the Declarant. These amenities are **not** exclusive to the Saddlewood residents only, and may be used by other Declarant specified users.

## 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 (except Class C) 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 not 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 to and jointly owned by the Homeowners Association and the Condominium association 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 members easement of enjoyment. Declarant shall restore all disturbed areas to substantially 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 a 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 for each such lot so owned.

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, 2020.

(B) the formal legal conveyance (sale) of Lot #50 by the Declarant.

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) votes 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. 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 successors in title, unless expressly assumed by them by written agreement.

#### **Section 2. Purpose of Assessments and Maintenance.**

The assessment levied by the Declarant shall be for a use fee for the private recreational facilities located on Lot #50 and owned by the Declarant. The Private area facilities will include a swimming pool with patios and an area within the sales and management building for computer work stations connected to a local area network. Additionally, there will be party room/gathering room for all residents to use. The assessment will also be used to maintain all the Private and Common areas within the Plan. Specifically, maintenance shall include the continuous lawn and landscaping maintenance and/or repair of the common and private 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 and walking trails 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 and any fences installed by Declarant in any portion of the Common Area or right of way. Further, maintenance shall also include snow and ice removal from said access easements so as to provide a channel for ingress and egress by vehicles to common areas if established. Maintenance shall also include repair, replacement and maintenance of said access easements areas.

Maintenance shall also include 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 remove by the Association or by any Lot owner weather installed on common or private lot areas without the express written consent of the Declarant. Maintenance shall also include maintenance of any recreational facilities constructed on the common areas.

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.

Section 3. Maximum Annual Assessments. Beginning January 1, 1997, the annual assessment for class A member shall be Thirty dollars (\$30.00) per month.

Beginning the following month after the completion of the pool facilities, the monthly assessments for Class (A) membership shall be increased as follows:

Class (A) assessment will increase from thirty dollar (\$30.00) to forty five dollars (\$45.00) per month and,

Payments of the monthly assessment amount shall beginning one month following the occupancy of any home and shall be remitted monthly to the Declarant by each homeowner for use of the amenities and for 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 not more than seven (6%) percent above the maximum assessment for the previous year.

(b) The Board of Directors 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. Notice and Quorum for any action authorized under Section 3 and 4. Written notice of any meeting called, in accord with the by-law's of the Association, for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the initial presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of

each class of membership in existence shall constitute a quorum. If the required quorum is not present at the commencement of the meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (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. The members present at a duly organized meeting can continue to do business until adjournment, notwithstanding with withdrawal of the holders of enough votes to leave less than a quorum.

Section 6. 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 7. 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 Board of Directors. 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 8. 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 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

### ENVIRONMENTAL PROTECTION 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 Board of Directors of the Association, or by an Environmental Protection Board (EPB) appointed by the Board and composed of three (3) or more representatives, of whom need be members of the Association. Prior to the creation of the Board of Director and the Environmental Protection Board, any such changes desired by homeowners must be approved by the Declarant.

After the creation of the (EPB) any interpretation conflicts with either any established rule or potential new regulations shall be settled by the Declarant. Any new amendment to the rules or regulations desired by either the Homeowners Association or the (EPB) must be approved the Declarant for an indefinitely period of time 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 an Lot or Living Unit before its initial occupancy. Each home built proposed by Washington Homes, Inc., or any other builder shall be reviewed and approved by the Declarant on a one time basis 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 Environmental Protection Board and/or the Declarant during the period of development, or their respective agents, employees, successors and assigns, may come upon any Lot or Living Unit 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 or Living Unit for these purposes shall be deemed to have committed a trespass or wrongful or illegal act by reason of any such entry or wrongful or illegal act by reason of any such entry or inspection.

## ARTICLE VI

### MAINTENANCE

Section 1. Common Areas. The Declarant or an association affiliate shall be responsible for the care and maintenance of the Common and Private Areas.

Section 2. Individual Lots. Except as otherwise provided in this Declaration, including but not limited to, matters 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 Board, 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 become part of the assessment to which such Lot and Lot Owner is Subject. Enforcement of the right to recover these assessment may be had pursuant to Article IV, Section 8 herein.

## ARTICLE VII

### USE RESTRICTIONS

The following shall be restrictions on the use of 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 Environment Protection 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 noxious or offensive activity shall be carried on upon any Lot.

(c) Nothing shall be done on any Lot which may become a nuisance to neighbors.

(d) 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; and any eternal or outside lines or antennas of any kind shall be erected except by the Declarant during the

period of development.

(e) No temporary building 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.

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

(g) 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.

(h) 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.

(i) No trees having a diameter of six (5) inches or more (measured from a point two feet above ground level) shall be removed from any Lot without the express written authorization of the Environmental Protection Board or unless properly authorized by an appropriate governmental authority, except by Declarant during development, The Environmental Protection Board, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wild life upon the Properties. If it shall deem it appropriate, the Environmental Protection Board may mark certain trees, regardless of size, as not removable without written authorization.

(j) 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.

(k) 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.

(l) 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.

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

(n) 75% of all homes constructed must have brick fronts, or an approved architectural design alternative.

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

(p) 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.

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

(r) All home must have either a gas or electric exterior lamp post.

(s) All home shall be landscaped with a minimum of one deciduous shade tree and one evergreen tree, along with sixteen scrubs or bushes. All lawns must be either seeded or sodded immediately after the home is occupied or until the weather permits.

(t) Every asphalt roof color will be either slate gray or weatherwood in order to minimize the impact of a variety of roof colors.

(u) Every two-story home constructed in Saddlewood must have a minimum of 2,000 (two thousand) square feet and every ranch must have a minimum of 1,650 (Sixteen hundred and fifty) square feet measured in exterior dimensions unless otherwise approved by the declarant.

(v) 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.

(w) 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 Association or its Board of Directors, subject to the provisions of the Declaration.

(x) The Board of Directors and Environmental Protection Board shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Board or of the Environmental Protection Board, by reason if its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days' prior written notice to correct the problem.

(y) Nothing in the Article VIII shall be construed to limit in any way the rights and powers of the Board of Directors and the Environmental Protection Board to approve or disapprove of the erection of buildings, fences, walls or other structures or of changes of alterations to the Properties as more fully provided in Article V hereof.

## 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, 2020. 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. Amendment Resulting from Requirement of Governmental Agencies. If in order to obtain the approval of the Federal Housing Administration and/or the Department of Housing and Urban Development and/or the Veterans Administration to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, Declarant is required to amend any terms of this Declaration of Covenants, Conditions, and Restrictions, Declarant may do so without any further consent or approval of any Owners or Members. Written notice shall be given to all members of any such proposed changes for the purpose of members submitting objections to such government agencies.

Section 5. 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) of vote of each class of members (except Class C) than in existence.

Section 6. 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 modify 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 7. 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 of a planned unit residential development, 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 ratably 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 Washington County, Pennsylvania, upon the properties affected by the lien.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto caused the execution of these presents this 10<sup>th</sup> day of January, 1998.

ATTEST: Saddlewood Homeowners Association

**JND Properties**

JND Properties by: [Signature]  
Declarant



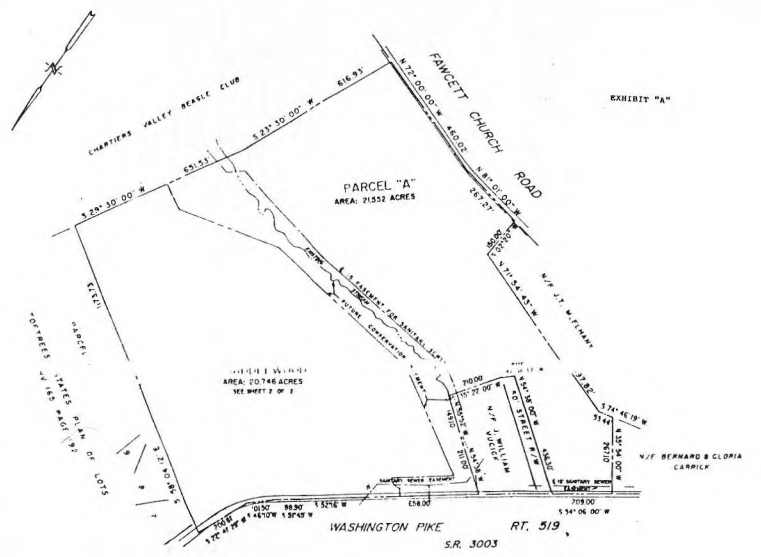


EXHIBIT "A"

WE, BRENTWOOD SAVINGS BANK, MORTGAGEE OF THE PROPERTY EMBRACED IN THIS SADDLEWOOD, DO HEREBY CONSENT TO THE RECORDING OF SAID PLAN IN THE REGISTER'S OFFICE OF ALLEGHENY COUNTY, PENNSYLVANIA, AND TO THE DEDICATION AND COVENANTS SPECIFIED HEREON.

WITNESS \_\_\_\_\_ MORTGAGEE.

I, WILEY F. BARTON, A PROFESSIONAL LAND SURVEYOR OF THE COMMONWEALTH OF PENNSYLVANIA, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE PLAN CORRECTLY REPRESENTS THE LOTS, LANDS, STREETS AND MOORINGS AS SURVEYED AND PLATTED BY ME FOR THE OWNERS OR AGENTS.

Jan 15, 1986 *Wiley F. Barton*  
 DATE \_\_\_\_\_ REGISTRATION NUMBER 2421-E

I, RICHARD A. KRAMER, A REGISTERED PROFESSIONAL ENGINEER FOR THE TOWNSHIP OF SOUTH FAYETTE DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAN MEETS ALL THE ENGINEERING REQUIREMENTS OF THE TOWNSHIP SUBDIVISION AND LAYOUT ORDINANCE, EXCEPT AS DEPARTURES HAVE BEEN AUTHORIZED BY THE APPLICABLE AUTHORITIES.

DATE \_\_\_\_\_ REGISTRATION NUMBER \_\_\_\_\_

APPROVED BY THE SOUTH FAYETTE TOWNSHIP PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1986.

SECRETARY \_\_\_\_\_ CHAIRMAN \_\_\_\_\_

APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH FAYETTE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1986.

SECRETARY \_\_\_\_\_ CHAIRMAN OF BOARD \_\_\_\_\_

APPROVED BY THE ALLEGHENY COUNTY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1986.

COMMONWEALTH OF PENNSYLVANIA )  
 COUNTY OF ALLEGHENY ) 188

RECORDED IN THE RECORDER'S OFFICE FOR THE RECORDING OF DEEDS, PLANS, ETC., IN SAID COUNTY IN PLAN BOOK VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_  
 GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1986.

THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH FAYETTE HEREBY GIVES PUBLIC NOTICE THAT IN APPROVING THIS PLAN FOR RECORDING PURPOSES ONLY, THE TOWNSHIP OF SOUTH FAYETTE ASSUMES NO OBLIGATIONS, LEGAL OR OTHERWISE, EXPRESSED OR IMPLIED, EITHER TO ACCEPT SAID STREETS AS TOWNSHIP STREETS OR AGREE OR TO GRADE, PAVE, AND CURB THE STREETS IN SAID PLAN OR TO CONSTRUCT SEWERS THEREIN OR TO INSTALL ANY OTHER SUCH SERVICE UTILITIES INSTALLED IN TOWNSHIP STREETS OR ROADS.

KNOW ALL MEN BY THESE PRESENTS THAT WE JOSEPH N. D'NARDO AND SHARI A. D'NARDO OF THE TOWNSHIP OF SOUTH FAYETTE OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS DO HEREBY ADMIT THIS PLAN AS OUR PLAN OF LOTS OF OUR PROPERTY SITUATED IN SOUTH FAYETTE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA, AND FOR OUR OWN ADVANTAGE ACCORDING TO US, DO HEREBY DEDICATE FOREVER FOR PUBLIC USE FOR STREET PURPOSES ALL STREETS AND ALL DRIVES, ROADS, STREETS, LANES, WAYS AND OTHER PUBLIC HIGHWAYS SHOWN UPON THE PLAN, WITH THE SAME FORCE AND EFFECT AS IF THE SAME HAD BEEN THROUGH LEGAL PROCEEDINGS, AND IN CONFORMANCE OF THE APPROVAL OF SAID PLAN, ANY FUTURE ACCEPTANCE OF SAID PUBLIC HIGHWAYS BY THE COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY AND TOWNSHIP OF SOUTH FAYETTE. WE HEREBY COVENANT AND AGREE TO AND BY THESE PRESENTS DO RELEASE AND FOREVER DISCHARGE SAID COMMONWEALTH OF PENNSYLVANIA, COUNTY OF ALLEGHENY AND TOWNSHIP OF SOUTH FAYETTE, THEIR SUCCESSORS OR ASSIGNS FROM ANY LIABILITY FOR DAMAGES ARISING AND TO ARISE FROM ANY APPROPRIATION OF SAID DRIVES FOR PUBLIC HIGHWAYS AND THE PHYSICAL GRABBING THEREOF TO ANY GRADE THAT MAY BE ESTABLISHED. THIS DEDICATION AND RELEASE SHALL BE BINDING UPON JOSEPH N. D'NARDO AND SHARI A. D'NARDO OUR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND PURCHASERS OF LOTS IN THIS PLAN.

IN WITNESS WHEREOF, WE HERETO SET OUR HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1986.

NOTARY PUBLIC \_\_\_\_\_ JOSEPH N. D'NARDO

NOTARY PUBLIC \_\_\_\_\_ SHARI A. D'NARDO

COMMONWEALTH OF PENNSYLVANIA )  
 COUNTY OF ALLEGHENY ) 188

BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, PERSONALLY APPEARED THE ABOVE NAMED JOSEPH N. D'NARDO AND SHARI A. D'NARDO, AND ACKNOWLEDGED THE FOREGOING RELEASE AND DEDICATION AND PLAN TO BE THEIR ACT AND DEED, AND DESIRED THE SAME TO BE RECORDED AS SUCH. RETURN TO AND SUBSCRIBED BEFORE ME THIS 15th DAY OF \_\_\_\_\_ 1986.

MY COMMISSION EXPIRES THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

WE, JOSEPH N. D'NARDO AND SHARI A. D'NARDO OWNERS OF SADDLEWOOD, DO HEREBY CERTIFY THAT THE TITLE OF THIS PROPERTY IN THE NAME OF JOSEPH N. D'NARDO AND SHARI A. D'NARDO, AS RECORDED IN DEED BOOK VOLUME 2845, PART 400, DEED BOOK VOLUME 2844, PART 121, AND DEED BOOK VOLUME 2845, PART 13, IS A CORRECT COPY OF RECORD.

WITNESS \_\_\_\_\_ JOSEPH N. D'NARDO  
 \_\_\_\_\_ SHARI A. D'NARDO

THE TOWNSHIP OF SOUTH FAYETTE AGREES NOT TO ISSUE BUILDING PERMITS OR TO PERMIT DEVELOPMENT ON ANY PORTION OF THIS PLAN UNTIL SUCH TIME AS THESE SEWERAL PLANS HAVE COMPLETED IN ACCORDANCE WITH THE PROVISIONS OF THE RULES AND REGULATIONS OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

DATE \_\_\_\_\_ TOWNSHIP MANAGER \_\_\_\_\_

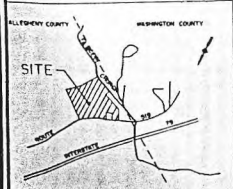
TOTAL AREA: 42,298 ACRES

SADDLEWOOD

SITUATE IN:  
 SOUTH FAYETTE TOWNSHIP,  
 ALLEGHENY COUNTY, PA.  
 108  
 JOSEPH N. & SHARI A. D'NARDO

SCALE: 1" = 200' DATE: JAN 15 1986

BIERWERTH, BARTON, BURR & ASSOCIATES, INC.  
 2060 BOLE COURT  
 BETHEL PARK, PA 15002

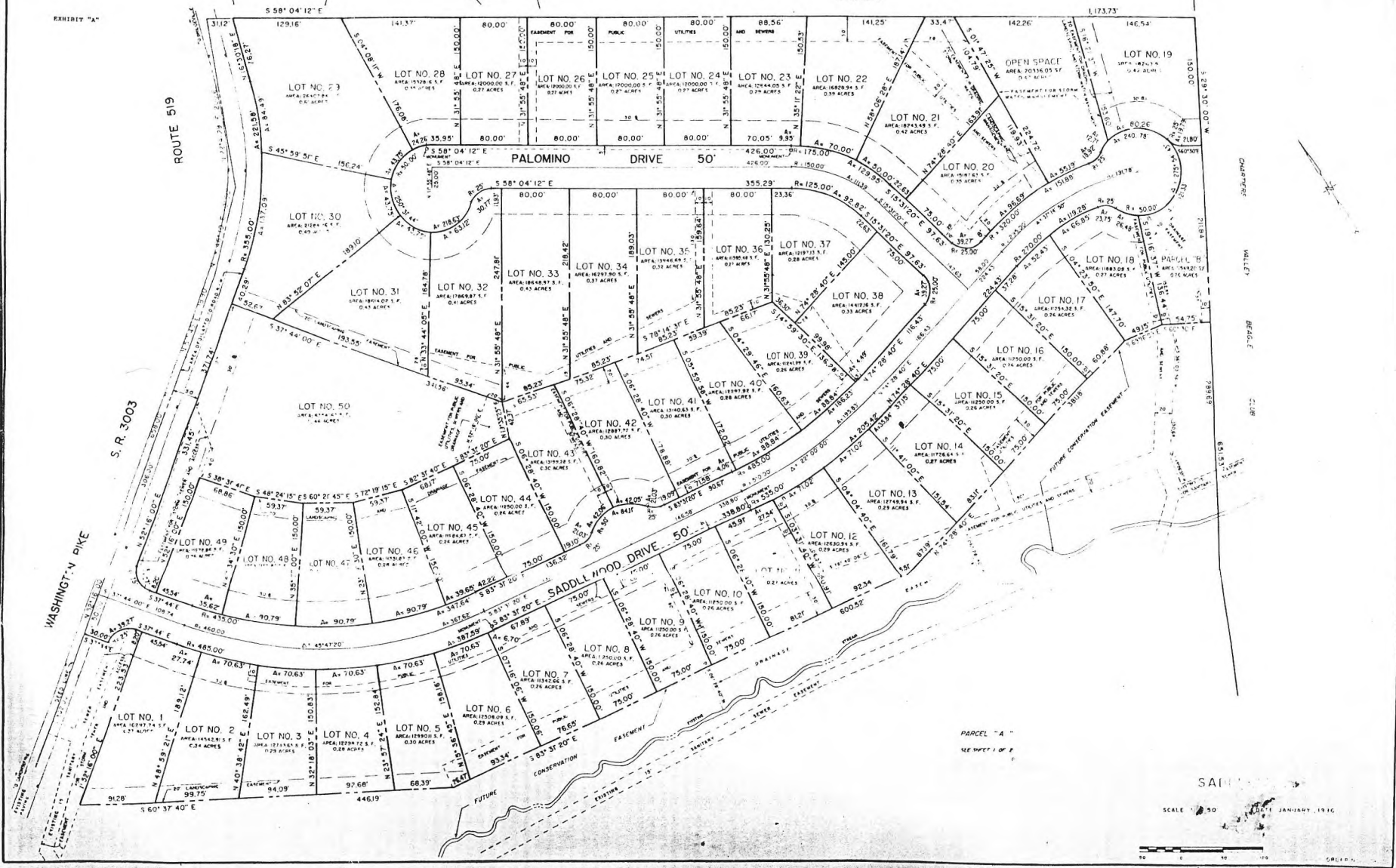


LOCATION PLAN SCALE: 1" = 2000'

NOTARY	SURVEYOR	TOWNSHIP	ENGINEER	MORTGAGEE	COUNTY	RECORDER
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PARCEL A - 1

EXHIBIT "A"



PARCEL "A"  
SEE SHEET 1 OF 2

SCALE 1" = 30'  
JANUARY 1916

AFFIDAVIT

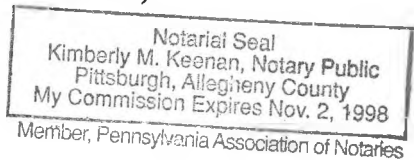
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF Allegheny )

On this 10<sup>th</sup> day of January, AD 1997, before me a  
Notary Public, the undersigned officer, personally appeared  
JOSEPH N. DENARDO, d.b.a. **J.N.D. Properties**, who acknowledges  
himself to be the Declarant of Saddlewood Homeowners Association, Inc.  
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.

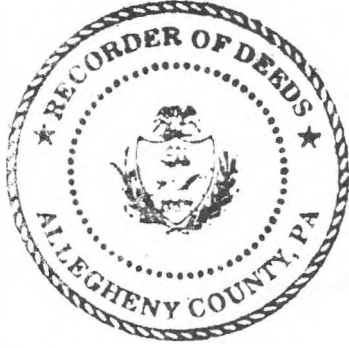
*Kimberly M. Keenan*  
\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(Title Officer)

My commission expires



RECORDER OF DEEDS  
ALLEGHENY COUNTY, PA

JAN 10 2 42 PM '97



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

M412  
70

D  
53.50  
IB-412  
70

Saddlewood

Mail to:

Joseph *[Signature]*  
222 Portman Lane,  
Bridgeville PA 15017