

**THIRD AMENDMENT TO  
DECLARATION OF  
SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**

The following corrective amendment is made to the Declaration of the Saddlewood Homeowners Association, Inc. now of record in the Recorder’s Office of Allegheny County at Volume 09863, Page 616, to wit:

ARTICLE VI, MAINTENANCE, Section 2 is hereby amended to read as follows:

**ARTICLE VI**

**MAINTENANCE**

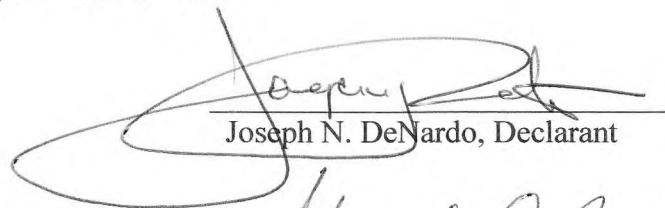
Section 2. Individual Lots. Except as otherwise provided in this Declaration, including but not limited to, matter the maintenance for which assessments may be used as provided in Article IV, Section 2 hereof, the Owner of each Lot shall be responsible for the care, maintenance and repair of his Lot, the premises and all improvements situated thereon. Specifically, the care, maintenance and repair shall be defined to include but not be limited to:

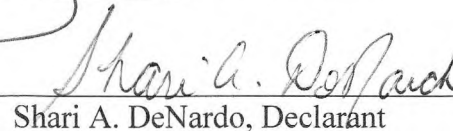
- a) Maintaining, on a consistent basis, the lawn and shrub areas in a manner similar in length, thickness and general appearance to the lawns and shrub areas of other Lots, including keeping it weedfree;
- b) Storing all garbage, trash and rubbish and all garbage cans and receptacles, including recycle cans, inside the home. Loose garbage shall not be visible on any Lot;
- c) Storing all toys, yard tools, unused planters, and other articles that are not being currently used inside the home, or in the case of toys, may be kept outside in the back of the home or on a deck if maintained neatly. These items are not to be left outside the home where they are visible to others for longer than 3 days (except toys as set forth above);
- d) Maintaining the paint appearance of the home, fences, sheds, and railings that is free from dirty, chipped, faded or unpainted areas;
- e) Maintaining, on a consistent basis, the shrubbery in a manner similar in number, length of branches, and general appearance to the shrubbery of other Lots;
- f) Maintaining satellite dishes on the home in a manner, if at all possible, where the satellite dish is not fastened to the front area of any home;

- g) Completing construction/home improvement projects within 60 days of commencement and restore the Lot and/or home back to a condition that it was in prior to the commencement of the project.

In the event that any Owner shall fail to maintain any Lot or the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association, or the Declarant, and after written notice to said Owner of the alleged failure, the Board, after approval by a majority of its members, shall have the right, through the Declarant, or either's agents or employees to either: 1) fine the Owner in an amount equal to \$50 per failure that is not corrected to the reasonable satisfaction of the Board, within 5 days of receipt of the written notice (with the right to send additional written notices on the same uncorrected failure and to levy additional \$50 fines for continued failure to correct); or 2) to enter upon said Lot and to repair, maintain and/or restore, the premises and any improvements erected thereon. Such right of entry and repair shall be exercised only upon 15 days written notice given to the Owner thereof, unless, in the discretion of the Board, a Genuine emergency necessitates a shortened period of time. The costs of any such repairs, maintenance and/or restoration and any fines levied as set forth above shall be added to and become part of the assessment to which such Lot and/or Lot Owner is subject. Enforcement of the right to recover these assessments may be had pursuant to Article IV, Section 8 herein.

IN WITNESS WHEREOF, the said Declarants have caused their names to be  
signed to these presents this 21<sup>st</sup> day of June, 2004

  
\_\_\_\_\_  
Joseph N. DeNardo, Declarant

  
\_\_\_\_\_  
Shari A. DeNardo, Declarant





Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219

Instrument Number: 2004-22858

Recorded On: July 08, 2004

As-Deed Agreement

Parties: SADDLEWOOD HOMEOWNERS ASN INC

To SADDLEWOOD HOMEOWNERS ASN INC

Number of Pages: 5

Comment: AMEND DECLARATION

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

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

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

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2004-22858

Receipt Number: 255074

Recorded Date/Time: July 08, 2004 09:25A

Book-Vol/Pg: BK-DE VL-12111 PG-201

User / Station: A Allison - Cash Super 07

J N D PROPERTIES

3625 WASHINGTON PIKE

BRIDGEVILLE PA 15017



Valerie McDonald-Roberts Recorder of Deeds