

**DECLARATION OF  
CONDOMINIUM**



DECLARATION OF CONDOMINIUM

OF

*SADDLEWOOD CONDOMINIUM*

Pursuant to the provisions of the  
Pennsylvania Uniform Condominium Act,  
68 Pa. C.S. §3101 et. seq., as amended



TABLE OF CONTENTS

Page

ARTICLE I

	SUBMISSION; DEFINED TERMS .....	1	
Section 1.1	Declarant; Property; County; Name .....	1	
Section 1.2	<u>Easements and Licenses</u> .....	1	
Section 1.3	<u>Defined Terms</u> .....	1	

ARTICLE II

	ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES .....	3	
Section 2.1	<u>Percentage Interests, Votes and</u>		<u>Co</u>
Section 2.2	<u>Unit Boundaries</u> .....	3	
Section 2.3	<u>Maintenance Responsibilities</u> .....	3	
Section 2.4	<u>Relocation of Unit Boundaries; Subdivi</u>		<u>si</u>

ARTICLE III

	ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS .....	4	
Section 3.1	<u>Limited Common Elements</u> .....	4	
Section 3.2	<u>Designation of Reserved Common Element</u> . . .	5	

ARTICLE IV

	EASEMENTS .....	5	
Section 4.1	<u>Additional Easements</u> .....	5	

ARTICLE V

	AMENDMENT OF DECLARATION .....	7	
Section 5.1	<u>Amendment Generally</u> .....	7	
Section 5.2	<u>Rights of Secured Lenders</u> .....	7	

ARTICLE VI

	USE RESTRICTIONS .....	8	
Section 6.1	<u>Use and Occupancy of Units and Common Elements</u> .....	8	

ARTICLE VII

	MORTGAGES .....	8	
Section 7.1	<u>Permitted Mortgages</u> .....	8	

ARTICLE VIII

Section 8.1 Leasing ..... 9

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT . 10  
Section 9.1 Monthly Payments ..... 10  
Section 9.2 Subordination of Certain Charges ..... 10  
Section 9.3 Surplus ..... 10  
Section 9.4 Assignment of Income Rights. . . . . 10

ARTICLE X

RIGHTS OF PERMITTED MORTGAGEES ..... 11  
Section 10.1 Reports and Notices ..... 11

ARTICLE XI

DECLARANT'S RIGHTS ..... 12  
Section 11.1. Control ..... 12

ARTICLE XII

LIMITATION OF LIABILITY ..... 12  
Section 12.1 Standard of Conduct ..... 12  
Section 12.2 Good Faith Reliance ..... 13  
Section 12.3 Limited Liability ..... 13  
Section 12.4 Indemnification ..... 14  
Section 12.5 D & O Insurance ..... 14

ARTICLE XIII

SEVERABILITY . . . . . 14  
Section 13.1 Severability . . . . . 14

DECLARATION  
SADDLEWOOD CONDOMINIUM

ARTICLE I

SUBMISSION; DEFINED TERMS

Section .1.1 Declarant; Property; County; Name. JOSEPH N. DENARDO and SHARI DENARDO, his wife ("Declarant"), owner in fee simple of the Real Estate described in Exhibit "B" attached hereto, located in South Fayette Township, Allegheny County, Pennsylvania, hereby submits the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (the "Act"), and hereby creates with respect to the Property a flexible condominium, to be known as "Saddlewood Condominiums" (the "Condominium").

Section .1.2 Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 above are the following unrecorded easements and licenses, and the Real Estate is hereby submitted to the Act:

a. The real estate hereby submitted is subject to easements, rights of way, oil and gas leases, coal and mining rights as set forth in prior instruments of record.

b. SUBJECT TO twenty-five (25') foot easement for access and public utilities and sewers as shown on recorded plan.

c. SUBJECT TO matters as shown on recorded plan.

Section .1.3 Defined Terms.

.1.3.1 Terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

.1.3.2 The following terms are used or defined in general terms in the Act and shall have specific meanings herein as follows:

a. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Saddlewood Condominium Association."

b. "Building(s)" means any building(s) included in the Property.

c. "Condominium" means the Condominium described in Section 1.1 above.

d. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

e. "Declaration" means this document, as the same may be amended from time to time.

f. "Executive Board" means the Executive Board of the Association.

g. "Limited Common Elements" means the Common Elements described as such in the Act, all of the private garages and/or storage areas designated for the use by the Declarant, and all Common Elements that are subsequently assigned as Limited Common Elements pursuant to Section 3.1 hereof.

h. "Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Common Elements which, pursuant to Section 2.3 of this Declaration, are to be assessed on percentage basis against the Units to which such Common Elements are assigned.

i. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "D" and made a part hereof, as the same may be amended from time to time.

j. "Property" means the Property described in Section 1.1 above together with such portions of the Additional Real Estate as shall have been added to the Condominium and less such portions of the Withdrawable Real Estate as shall have been withdrawn from the Condominium.

k. "Unit" means a Unit as described herein and in the Plats and Plans.

.1.3.3 The following terms when used herein shall have the meanings set forth below:

a. "General Common Expenses" means Common Expenses excluding Limited Common Expenses.

b. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "~~F~~" attached, as the same may be amended from time to time. C



c. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

d. "Recreation Area" means the area labelled as such on the Plan.

## ARTICLE II

### ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES: MAINTENANCE RESPONSIBILITIES

#### Section 2.1 Percentage Interests, Votes and Common Expense Liabilities.

2.1.1 The Percentage Interest in the Common Elements in fee simple appurtenant to each Unit shall be as set forth in Exhibit "C" annexed hereto and, except as otherwise provided herein such percentage shall not be altered except by the creation of Units in portions of Convertible Real Estate by Declarant or by the recording of an amended Declaration duly executed by all of the Unit Owners affected thereby. (For purposes of this paragraph 2.1, "all of the Unit Owners affected thereby" shall mean only all Unit Owners of record at the time of recording of said amendment to this Declaration.")

2.1.2 Voting. Voting at all meetings of the Association shall be on a percentage basis and the percentages of the vote to which each Unit Owner is entitled shall be the Percentage Interest in the Common Elements assigned to his Unit in the Declaration.

2.1.3 The share of Common Expense Liability appurtenant to each Unit shall be in proportion to its Percentage Interest.

Section 2.2 Unit Boundaries. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (1) and (3) of §3202 of the Act which are appurtenant to the Unit.

Section 2.3 Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Common Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units, except that Limited Common Expenses relating to the maintenance, repair and replacement of Garage Limited Common Elements shall be assessed in equal shares against all Units to which Garage Limited Common Elements are assigned. Ordinary maintenance and repair of patio and balcony Limited Common Elements shall be the responsibility of the Owners of the Units to which such Limited Common Elements are appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

Section 2.4 Relocation of Unit Boundaries; Subdivision and Conversion of Units. Relocation of boundaries between Units and subdivision or conversion of Units will be permitted subject to compliance with the provisions therefor in §§3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §3215(c) of the Act may not result in more than fifteen (15) additional Units.

### ARTICLE III

#### ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section .3.1 Limited Common Elements. The balconies and patios which are attached to Units, as shown on the Plats and Plans, are Limited Common Elements appurtenant to the Units they serve. Portions of the Common Elements are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." These limited common elements are all of the private garages and storage areas in the Common Elements. Declarant reserves the right to make the initial assignment of these private garages and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these private garages and storage areas shall become appurtenant. Declarant may assign such Common Elements as Limited Common Element pursuant to the provisions of Section 3209(c) of the Act by making such an assignment in a written lease for assignment or in the deed to the Unit to which such Limited Common Element private garages and storage area shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by Declarant may be to Units owned by Declarant.

#### ARTICLE IV

#### EASEMENTS

Section .4.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217 and 3218 of the Act, the following easements are hereby created:

.4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place one or more models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements.

Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Unit Owner.

.4.1.2 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Real Estate. The easements created in this Section 4.1.2 shall include,

without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

.4.1.3 Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.

.4.1.4 Declarant's Easement for Development of Contiguous Real Estate.

.4.1.4.1 Declarant reserves an easement on, over and under those portions of the Common Elements not located in a Building which contains Units, for all purposes relating to the construction, development, leasing, and sale of improvements other contiguous real estate which is not a part of this condominium. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

.4.1.4.2 The easement created by this Section 4.1.4 shall not terminate upon the development of the contiguous real estate to the Condominium.

.4.1.5 Easement for Use of Recreation Area.

.4.1.5.1 Each Unit Owner and each person lawfully residing on the developed contiguous real estate is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others, including non-unit owners, of the amenities and commercial and recreational facilities constituting the Recreation Area.

ARTICLE V

AMENDMENT OF DECLARATION

Section .5.1 Amendment Generally. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section .5.2 Rights of Secured Lenders. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Units if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of amendments to the Declaration by holders of mortgages on Units shall be complied with if, at the time such amendment is submitted to the Unit Owners for their approval, one or more mortgages on Units is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI

USE RESTRICTIONS

Section 6.1. Use and Occupancy of Units and Common Elements. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) The Units shall be used as single family residences only with the exception of in home office.

(b) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration and approval by Declarant, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

## ARTICLE VII

### MORTGAGES

Section 7.1 Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the amount of the debt proposed to be so secured. When such a Permitted Mortgage is delivered to the Permitted Mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The lien of any purported mortgage which does not comply with all the requirements of this Article X shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

## ARTICLE VIII

### LEASING

Section 8.1 Leasing. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days; (2) no Unit may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

## ARTICLE IX

### BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 9.1 Monthly Payments. All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be payable in equal monthly installments in advance on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month. All assessments shall be determined by the Executive Board as amended from time to time.

Section 9.2 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 3302(a)(10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.



Section 9.3 Surplus. The budget of the Association shall segregate Limited Common Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 9.4 Assignment of Income Rights. The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements or capital improvements to the Common Elements, provided that any such assignment is authorized by the vote of not less than 75% of the members of the Executive Board.

## ARTICLE X

### RIGHTS OF PERMITTED MORTGAGEES

Section 10.1 Reports and Notices. Upon the specific written request of a holder of a mortgage on a Unit or its service to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

- a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;
- b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;
- c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;
- d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

h. The right to examine the books and records of the Executive Board at any reasonable time; or

i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its service shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.]

ARTICLE XI

DECLARANT'S RIGHTS

Section 11.1. Control.

Revised 1st Amendment 11.1

(a) Until the 60th day after conveyance of 65 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

180  
54  
(b) Not later than 60 days after conveyance of 65 Units to Unit Owners other than Declarant, two (40%) of the five members of the Executive Board shall be elected by Unit Owners other than Declarant.

34  
Five  
(c) Not later than the earlier of (i) seven years after the date of the recording of this Declaration, or (ii) 180 days after 65 of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new five member Executive Board.

#### Section 11.2. 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 condominium association fee, this declaration may be modified by the Declarant at any time during the Declarant's control without the consent of the executive board. Any modifications to the declaration will be recorded immediately and notification will be sent to all board members and owners accordingly.

## ARTICLE XII

### LIMITATION OF LIABILITY

#### Section 12.1 Standard of Conduct.

(a) In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

(b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effects of any action upon employees and upon suppliers of the Association and upon communities in which the Condominium is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.

(c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 12.2 Good Faith Reliance. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit

confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

Section 12.3 Limited Liability. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this Section 15.3 shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 12.4 Indemnification. To the extent permitted under Pennsylvania law, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section ~~15.4~~ shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise. 12.4

To the extent permissible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be

paid by the Association in advance of the final disposition of such action, suit or proceeding upon the request of the Executive Board member or officer, after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 12.5 D & O Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available at reasonable cost. 12.4

### ARTICLE XIII

#### SEVERABILITY

Section 13.1 Severability. In the event any sentence, clause, paragraph or section of this Declaration is invalid, illegal or unenforceable such invalidity, illegality or unenforcement shall not affect the validity or enforceability of any other provision hereof.

IN WITNESS WHEREOF, the said Declarants have caused their names to be signed to these presents this 7<sup>th</sup> day of February, 1997.

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

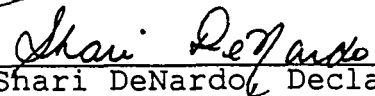
  
\_\_\_\_\_  
Shari DeNardo, Declarant



EXHIBIT A

Projected Budget

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EXHIBIT B

Legal Description

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EXHIBIT C

Percent of common element expense calculation

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PLATS AND PLANS

PBV 202, pages 165-168, 4/23/97

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Address and unit numbering by management company

J.N.D. Properties, 262 Portman Lane, Bridgeville, PA 15017

412-221-2725



Projected Budget

Exhibit "A"

Before completion of the private amenities, upon the sale of 72 units there shall be a fund of \$108,000.00 for expenses derived by multiplying 72 units x a monthly fee of \$125.00 x 12. This fund shall be allocated as follows:

Management	8%	\$8,640.00
Insurance	16%	\$17,280.00
Current Maintenance	28%	\$30,240.00
Deferred Maintenance	28%	\$30,240.00
Land Amenity Fee	<u>20%</u>	<u>\$21,600.00</u>
	100%	\$108,000.00

Following completion of the private amenities, the monthly fee shall be increased to \$140.00 resulting in a fund of \$120,960.00 (72 x \$140 x 12) allocated as follows:

Management	7.14%	\$8,640.00	10.00
Insurance	14.29%	\$17,280.00	20.00
Current Maintenance	25%	\$30,240.00	35.00
Deferred Maintenance	25%	\$30,240.00	35.00
Land Amenity Fee	<u>28.57%</u>	<u>\$21,600.00</u>	<u>40.00</u>
	100%	<del>\$120,959.00</del>	<u>140.00</u>
		108,000.00	

## "EXHIBIT B"

Legal Description: Saddlewood - Phase 11 as recorded in Plan Book Volume 202, Pages 165 through 168 situate In the Township of South Fayette Allegheny County, Pennsylvania.

Beginning at a point in the centerline of Washington Pike on the easterly line of land, now or formerly, Carrick; thence along said centerline of Washington Pike N 54 degree 06 minutes 00 seconds E for a distance of 209.00 feet to a point on the line of a 50 foot street right-of-way; thence along said, line of the 50 foot street right-of-way the following courses and distances; S 54 degrees 38 minutes 00 seconds E for a distance of 436.30 feet to a point; thence N 47 degrees 36 minutes 39 seconds E for a distance of 51.16 feet to a point on the line of land, now or formerly, Vucick; thence along said line of land, now or formerly, Vucick the following courses and distances: N 35 degrees 22 minutes 00 seconds E for a distance of 210.00 feet to a point; thence N 55 degrees 52 minutes 00 seconds W for a distance of 149.10 feet to a point; thence N 54 degrees 38 minutes 00 seconds W for a distance of 211.00 feet to a point, In the centerline of Washington Pike; thence along said centerline of Washington Pike N 52 degrees 16 minutes 00 seconds E for a distance of 302.00 feet to a point on the right-of-way line of Saddlewood Drive, 50 feet wide; thence along said right-of-way line of Saddlewood Drive the following courses and distances: S 37 degrees 44 minutes 00 seconds E for a distance of 30.00 feet to a point; thence in a northeasterly direction by a curve to the right having a radius of 25.00 feet for an arc distance of 39.27 feet to a point; thence S 37 degrees 44 minutes 00 seconds E for a distance of 8.20 feet to a Point on the northerly corner of Lot Number I in Saddlewood as recorded In Plan Book Volume 197, Pages 139 to 144; thence along said line of Lot Number 1 S 52 degrees 16 minutes 00 seconds W for a distance of 223.53 feet to a point; thence continuing along the line of Lot No. 1 and the line of Lots Numbered 2, 3, 4, and 5 S 60 degrees 37 minutes 40 seconds E for a distance of 446.19 feet to a point; thence continuing along the line of Lot Number 5 and the line of Lots Numbered 6, 7, 8, 9, 10, 11, 12, and 13 S 83 degrees 31 minutes 20 seconds E for a distance of 600.52 feet to a point; thence continuing along the line of Lot Number 13 and the line of Lots Numbered 14, 15, 16, and 17 N 74 degrees 28 minutes 40 seconds E for a distance of 381.18 feet to a point on the line of Lot No. 18; thence along said line of Lot No. 18 S 68 degrees 16 minutes 08 seconds E for a distance of 49.15 feet to a point on the line of Parcel "B"; thence along said of Parcel "B" S 60 degrees 30 minutes 00 seconds E for a distance of 54.75 feet to a point on the Westerly line of land, now or formerly, Chartiers Valley Beagle Club; thence along said line of land, now or formerly, Chartiers Valley Beagle Club the following courses and distances: S 29 degrees 30 minutes 00 seconds W for a distance of 289.69 feet to a point; thence S 23 degrees 30 minutes 00 seconds W for a distance of 616.93 feet to a point in the road right-of-way of Fawcett Church Road; thence through said right-of-way of Fawcett Church Road the following courses and distances; N 72 degrees 00 minutes 00 seconds W for a distance of 460.02 feet to a point; thence N 81 degrees 01 minutes 00 seconds W for a distance of 267.27 feet to a point on the line of land, now or formerly, McElhany; thence along said line of land, now or formerly, McElhany, the following courses and distances, N 02 degrees 20 minutes 00 seconds E for a distance of 150.00 feet to a point; thence N 71 degrees 54 minutes 43 seconds W for a distance of 697.82 feet to a point; thence S 74 degrees 46 minutes 19 seconds W for a distance of 53.44 feet to a point on the aforementioned Easterly line of land, now or formerly, Carrick; thence along said line of land, now or formerly, Carrick N 35 degrees 54 minutes 00 seconds W for a distance of 267.10 feet to a point, said point being the point of beginning.

Containing 21.552 acres.

Exhibit "C"

Each Condominium unit owner will have undivided interest in the common elements based on the following formula:

100%/72 Condominium units = 1.38% interest in the limited common elements for each condominium unit owner.

**FIRST AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF  
SADDLEWOOD CONDOMINIUM**

The following corrective amendments are made to the Declaration of Condominium of Saddlewood now of record in the Recorder's Office of Allegheny County at Volume 9939, page 586, to-wit:

ARTICLE XI, Sections 11.1 (a)(b) and (c) are hereby amended to read as follows:

**ARTICLE XI**

**DECLARANT'S RIGHTS**

Section 11.1. Control.

(a) Until the 180th day after conveyance of 54 Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

(b) Not later than 180 days after conveyance of 54 Units to Unit Owners other than Declarant, two (40%) of the five members of the Executive Board shall be elected by Unit Owners other than Declarant.

(c) Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after 54 of the Units which may be constructed on the Property have been conveyed to Unit Owners other than Declarant, all members of the Executive Board shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect a new *five* member Executive Board.

ARTICLE XII, Sections 12.4 and 12.5 are hereby amended deleting the words "Section 15.4" wherever they appear in Sections 12.4 and 12.5 and by substituting the words "Section 12.4" therefore.

ARTICLE XIV is added as follows:

ARTICLE XIV

ADDITIONAL REAL ESTATE

Section 14.1. Additional Real Estate.

Notwithstanding anything to the contrary stated herein, no additional real estate will be added to Saddlewood Condominium.

Exhibit "A" is deleted and attached as amended to the "First Amendment To Public Offering Statement For The Saddlewood Condominium."

IN WITNESS WHEREOF, the said Declarants have caused their names to be signed to these presents this 13<sup>th</sup> day of NOVEMBER, 1997.

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

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

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

I, Kimberly M. Keenan, a Notary Public in and for said

County, the State aforesaid, do hereby certify that **JOSEPH N. DENARDO** and **SHARI A. DENARDO**, whose names are subscribed to the foregoing **FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SADDLEWOOD CONDOMINIUM** as Declarant, personally appeared before me this day, and they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 13<sup>th</sup> day of NOVEMBER,

1997.

Kimberly M. Keenan  
Notary Public

My Commission Expires:

Notarial Seal  
Kimberly M. Keenan, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 2, 1998  
Member, Pennsylvania Association of Notaries

Nov 18 97 10:00 2

FIRST AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF  
SADDLEWOOD CONDOMINIUM

FROM: SADDLEWOOD CONDOMINIUM  
ASSOCIATION

*21<sup>30</sup> D  
Amc  
NCB-1751*

TO: SADDLEWOOD CONDOMINIUM  
ASSOCIATION

MAIL TO:

J.N.D. Properties  
262 Portman Lane  
Bridgeville, PA 15017

*E*

08W 1 0079PG 335

I CERTIFY THIS  
DOCUMENT RECEIVED  
ALLEGHENY COUNTY PA  
MICHAEL A. DELANEY REC'D

Nov 18 9 08 AM '97

*Michael A. Delaney*  

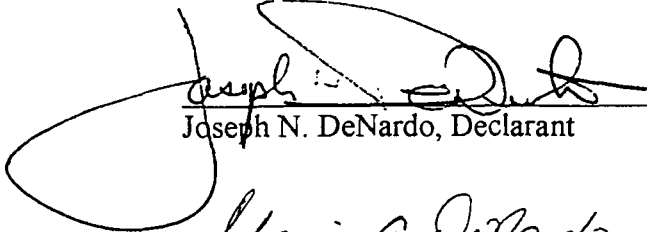


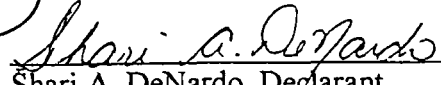

**SECOND AMENDMENT TO DELCARATION  
OF CONDOMINIUM OF  
SADDLEWOOD CONDOMINIUM**

The following corrective amendments are made to the Declaration of Condominium of Saddlewood now of record in the Recorder's Office of Allegheny County at Volume 9939, Page 586, as amended, to wit:

1. ARTICLE I, Section 1.1 is amended by deleting the words "Exhibit "A" In the 3<sup>rd</sup> line and substituting the words "Exhibit "B" therefor.
2. ARTICLE II, Section 2.1.1 is amended by deleting the words "Exhibit "E" in the 3<sup>rd</sup> line and substituting the words "Exhibit "C" therefor.
3. Exhibit "C" is amended by allocating a percentage interest of ownership to each unit in the common elements in Saddlewood as shown on the Exhibit "C" amended and attached hereto.
4. "Plats land Plans" recording information at DBV 9939, Page 6606 is amended to include PBV 206, Page 127-132, Dated January 14, 1998.

IN WITNESS WHEREOF, the said Declarants have caused their names to be signed to these presents this 14th day of January, 1998

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

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

## EXHIBIT "C"

Each Condominium unit owner will have undivided interest in the common elements based on the following formula:

100%/72 Condominium units = 1.38% interest in the limited common elements for each condominium unit owner, i.e.

### Building 9100

Each unit in building 9100 shall be numbered consecutively 9101 through 9108 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9200

Each unit in building 9200 shall be numbered consecutively 9201 through 9208 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9300

Each unit in building 9300 shall be numbered consecutively 9301 through 9308 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9400

Each unit in building 9400 shall be numbered consecutively 9401 through 9408 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9500

Each unit in building 9500 shall be numbered consecutively 9501 through 9508 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9600

Each unit in building 9600 shall be numbered consecutively 9601 through 9608 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

Exhibit "C" continued:

Building 9700

Each unit in building 9700 shall be numbered consecutively 9701 through 9708 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

Building 9800

Each unit in building 9800 shall be numbered consecutively 9801 through 9808 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

Building 9900

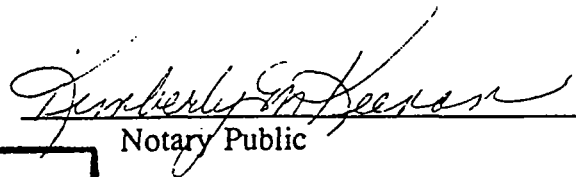
Each unit in building 9900 shall be numbered consecutively 9901 through 9908 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

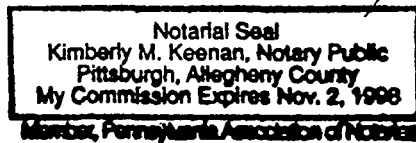
SS:

I, Kimberly M. Keenan, a Notary Public in and for said County, the State aforesaid, do hereby certify that JOSEPH N. DENARDO and SHARI A. DENARDO, whose names are subscribed to the foregoing SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF SADDLEWOOD CONDOMINIUM as Declarant, personally appeared before me this day, and they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 14th day of January, 1998,

  
Notary Public

My Commission Expires:



JAN 13 30 00 400

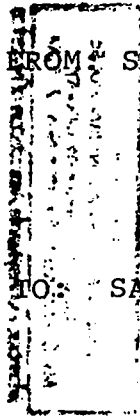
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SADDLEWOOD CONDOMINIUM  
ASSOCIATION  
LIVEL A UTILITY

98 JAN 15 AM 8:45

*M. Miller*

SECOND AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF  
SADDLEWOOD CONDOMINIUM

*D 23.50 RP*



FROM SADDLEWOOD CONDOMINIUM  
ASSOCIATION

*NC 800*

TO: SADDLEWOOD CONDOMINIUM  
ASSOCIATION

MAIL TO:

SADDLEWOOD HOMEOWNERS' ASSOCIATION  
262 PORTMAN LANE  
BRIDGEVILLE, PA 15017

DBY 10116PG414

Third Amendment to Declaration  
of Condominium of  
Saddlewood Condominium

The following corrective amendments are made to the Declaration of Condominium of Saddlewood Condominium now of record in the Recorder's Office of Allegheny County at Volume 9939 p.586 as amended of record at Volume 10079 p.332 and further amended of record at Volume 10116 p.410, to wit:

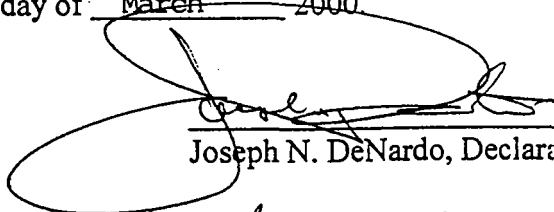
1. The following described units as shown on the plats and plans submitted herewith identified as Exhibit D-1 are a part of and included in the Real Estate as defined and referred to as the "Property" in Article I, Section 1.1 of the Declaration and herewith submitted as if included in the original Declaration and submission subject to all the terms, conditions and covenants therein and the provisions of the Pa. Uniform Condominium Act 68 PA.C.S. §3101 et seq., to wit:

- a. Units 8510 through 8521 inclusive;
- b. Units 9020 and 9022 on Lot 1000;
- c. Units 9010 and 9012 on Lot 1100

2. Exhibit C as amended shall be further amended and incorporated herein by reference as set forth in the attachment hereto.

Plats and Plans recorded at DBV 9939, Page 606 as further shown at PBV 213, Pages 165 - 174, Dated March 19, 1999, and PBV 220, Page 29-42, Dated February 25, 2000.

In Witness Whereof, the undersigned Declarants have caused their names to be signed to these presents this 1st day of March 2000.

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

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

## EXHIBIT "C"

Each Condominium unit owner will have undivided interest in the common elements based on the following formula:

100%/72 Condominium units = 1.38% interest in the limited common elements for each condominium unit owner, i.e.

### Building 9100

Each unit in building 9100 shall be numbered consecutively 9101 through 9108 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9200

Each unit in building 9200 shall be numbered consecutively 9201 through 9208 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9300

Each unit in building 9300 shall be numbered consecutively 9301 through 9308 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9400

Each unit in building 9400 shall be numbered consecutively 9401 through 9406 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9500

Each unit in building 9500 shall be numbered consecutively 9501 through 9506 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9600

Each unit in building 9600 shall be numbered consecutively 9601 through 9606 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9700

Each unit in building 9700 shall be numbered consecutively 9701 through 9706 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9800

Each unit in building 9800 shall be numbered consecutively 9801 through 9804 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### Building 9900

Each unit in building 9900 shall be numbered consecutively 9901 through 9904 inclusive and each unit shall have a 1.38% undivided interest in the common elements.

### 8500 Series

Each unit in the 8500 series shall have a 1.38% undivided interest in the common elements. This series consists of four (4) buildings as shown on the plats and plans. Two (2) buildings contain four (4) units each i.e. units 8511, 8513, 8515 and 8517 in one building, and units 8514, 8516, 8518 and 8520 in the other. Two (2) buildings contain two (2) units each i.e. units 8510 and 8512 in one building and units 8519 and 8521 in the other.

### Lot 1000

The units on Lot 1000 shall be numbered 9020 and 9022, and each unit shall have a 1.38% undivided interest in the common elements.

### Lot 1100

The units on Lot 1100 shall be numbered 9010 and 9012, and each unit shall have a 1.38% undivided interest in the common elements.

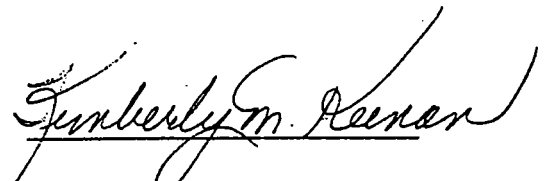


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

SS:

I, Kimberly M. Keenan, a Notary Public in and for said County, the State aforesaid, do hereby certify that **JOSEPH N. DENARDO and SHARI A. DENARDO**, whose names are subscribed to the foregoing **THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF SADDLEWOOD CONDOMINIUM** as Declarant, personally appeared before me this day, and they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 1st day of March 2000.

  
Notary Public

My Commission Expires:

Notarial Seal  
Kimberly M. Keenan, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 12, 2002

Member, Pennsylvania Association of Notaries

MAR 6 030131

I CERTIFY THIS  
DOCUMENT RECORDED  
ALLEGHENY COUNTY, PA  
MICHAEL A. DELLA VECCHIA

00 MAR -6 AM 10:47

*Michael A. Della Vecchia*



DEED REGISTRY

00 MAR 14 AM 8:47

COUNTY OF  
ALLEGHENY

THIRD AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF  
SADDLEWOOD CONDOMINIUM

*2300.126*

FROM: saddlewood Condominium

TO: Saddlewoof Condominium  
Association

MAIL TO:

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

DBY10708PG620

**FOURTH AMENDMENT to DECLARATION  
of CONDOMINIUM of  
SADDLEWOOD CONDOMINIUM**

The following clarification is being made to the Declaration of Condominium of Saddlewood Condominium now of record in the Recorder's Office of Allegheny County at Volume 9939 p. 586 as amended of record at Volume 10079 p. 332, Volume 10116 p. 410 and further amended of record at Volume 10708 p. 616, to wit:

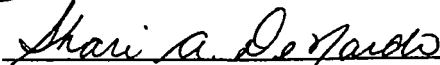
**ARTICLE II, Section 2.3** Maintenance Responsibilities is further defined as follows:

Current Maintenance: Shall mean all maintenance for lawn care including cutting, fertilization, and weeding of planting beds. Current maintenance shall also include snow removal on driveways and walks when the snow accumulates over one (1) inch. Current maintenance shall include window cleaning, post lamp light bulbs, periodic insect extermination, and seasonal flower planting.

Deferred Maintenance: Shall mean all maintenance associated with the physical structure of the units with the exception of the limited common elements as define by the Declaration. Examples of deferred maintenance include roofs and driveways, siding and downspouts. Deferred maintenance shall also include on going maintenance of landscaping and drainage related items.

**IN WITNESS WHEREOF**, the said Declarants have caused their names to be signed to these presents this 14<sup>th</sup> day of August, 2000.

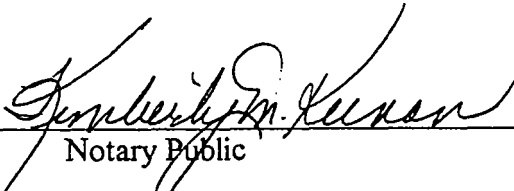
  
\_\_\_\_\_  
Joseph N. DeNardo, Declarant

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

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )      ss:

I, Kimberly M. Keenan, a Notary Public in and for said County, the State aforesaid, do hereby certify that **JOSEPH N. DENARDO and SHARI A. DENARDO**, whose names are subscribed to the foregoing **FOURTH AMENDMENT to DECLARATION of SADDLEWOOD CONDOMINIUM** as Declarant, personally appeared before me this day, and they acknowledged and swore that they signed, sealed and delivered the said instrument as their free and voluntary act and deed for the uses and purposes therein set forth and that the statements therein contained are true.

Given under my hand and notarial seal this 14<sup>th</sup> day of August, 2000.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

Kimberly M. Keenan, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 12, 2002

Member, Pennsylvania Association of Notaries

AUG 17 00 12 40 68


DEED REGISTRY

CO AUG 24 PM 2:05

COUNTY OF ALLEGHENY

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF SADDLEWOOD CONDOMINIUM

I CERTIFY THIS DOCUMENT RECORDED ALLEGHENY COUNTY, PA  
AUG 17 1 21 PM '00

*Michael A. Della Vecchia*  
MICHAEL A. DELLA VECCHIA  


FROM: SADDLEWOOD CONDOMINIUM ASSOCIATION

*D-2/5  
NL 176*

TO: SADDLEWOOD CONDOMINIUM ASSOCIATION

MAIL TO:

*. E*

J.N.D. Properties  
3625 Washington Pike  
Bridgeville, PA 15017



DBV 10843PG604