

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE
McCLEARY LOFTS CONDOMINIUM ASSOCIATION**

WHEREAS, the McCleary Lofts Condominium Association is located in the 10th Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania and was created pursuant to provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. 3101, *et seq.* by the public recordation of a Declaration of Condominium for this condominium property in/with the Allegheny County Department of Real Estate (formerly known as the Recorder of Deeds Office) at Deed Book Volume 16605 Page 253; and

WHEREAS at the Annual Meeting of Unit Owners held on February 10, 2020 with 22 of the 25 unit owners represented (88.36% of the total unit owner membership was represented at this meeting) 21 of those 22 unit owners voted to amend and replace in its entirety Article XV of the Declaration of Condominium *for the purpose of better defining, controlling and limiting the number of leases/rentals permitted at any one time.* (There was one (1) dissenting unit owner vote cast on this matter.)

NOW, THEREFORE, the Declaration of Condominium Article XV (Section 15.1) shall be replaced in its entirety with the following governing standards:

Section 15.1 Leasing Definitions, Standards and Restrictions: For purpose of this Amendment the following terms and understandings are adopted:

- a) a tenant or leased use of a Unit is broadly defined to include anytime a minimum of one (1) named Deed holder of public record filed with the Allegheny County Department of Real Estate (the Unit owner) or anytime a parent, spouse, child, or sibling of the Unit owner does not reside in the Unit on a regular and full time basis

regardless of whether rent is or is not paid to the Unit owner. The Unit shall not be considered leased so long as at least one (1) Unit owner of record, their parent, spouse, child or sibling continues to reside in the Unit.

- b) no more than five (5) leased/rental units, as defined in "a" above, may be in existence within this association at any one time,
- c) at all times every Unit within this association must be used as a *single-family residential dwelling*,
- d) a Unit Owner *may* lease his Unit (but not less than his entire Unit) provided that:
- e) no Unit may be leased within one year of the recording of the deed of the owner of record; and
- f) no lease may be for a period of less than one (1) year and any term of less than one (1) year is prohibited such that no lease shall be for purposes of a corporate rental, Airbnb, etc. where the occupancy changes within the one (1) year period. No Unit may be subleased; and
- g) no Unit may be non-owner occupied without a fully executed written lease signed by all parties and prepared on a lease form that is acceptable to the association Board and promptly delivered to a current Board member or to the association's management agent before occupancy of that leased unit occurs. An example of a Board approved residential lease form includes the then current residential lease form approved by the Allegheny County Bar Association. That lease form **MUST** include a third party beneficiary clause in favor of the association where the landlord must provide the tenant with a copy of the association's governing documents and House

Rules, and that lease must contain a third party beneficiary clause that allows the condo association to direct the tenant to pay the rent to the association if the landlord/unit owner is in arrears in paying his/her condo fees and/or any special assessment, fines, late fees, legal fees or other bill-backs/costs duly assessed by the association against that unit owner (and any acceleration of fees defined in Section 14.8 of the Declaration of Condominium for this association) up to the monthly rental amount owed/paid by the tenant until the underlying arrearage is brought current. The tenant must adhere to all of the terms of the association's governing documents and Rules and Regulations, and shall be responsible for any breach thereof. The Owner/landlord shall also be liable for the tenant's breach of any of the governing documents and/or Rules and Regulations, and

- h) The Unit Owner is responsible for providing their tenants/occupants with a current copy of the Declaration, By-Laws and Rules and Regulations, and any amendments thereto, and a default thereof shall constitute a default in the terms of the Lease Agreement.**
- i) The lease shall contain a clause that any violation of the Association's governing documents constitutes a breach of the Lease Agreement. The Association, for the benefit of the Association and every Unit Owner, has the rights of enforcement of any lease directly against the Tenant(s) including, but not limited to, the right to terminate any lease by reason of violations of the provisions of the lease, the Declaration, By-Laws or Rules and Regulations of the Association. Unit Owner agrees to be bound by the foregoing for the common good of all Unit Owners, although some financial loss**

may be suffered by the Unit Owner of the affected Unit by reason of these conditions.

Unit Owner shall hold the Association harmless for any such financial loss or other interest affected by the Association's exercise of its rights pursuant to this section. If any violation or breach shall remain unresolved for a period of fifteen (15) days after the Tenant(s) receive written notice to abate the violation, said action shall be deemed a default of the terms of the Lease.

- j) Landlord and Tenant(s) shall be jointly and severally liable for any damage to the Common Elements caused by Tenant(s) and their guests and invitees.
- k) If a tenant is in violation of any provision of the Declaration, Bylaws or Rules and Regulations, the Association may bring an action in its own name and/or in the name of the Unit Owners to have the tenant evicted and/or to recover damages. The Association shall give the tenant and the Owner notice in writing of the nature of said violation, and twenty (20) days from the mailing of such notice in which to cure the violation before the Association may file for eviction.
- l) no Unit may be leased perpetually or for more than one (1) year at a time so other unit owners who may want to lease their units under the maximum five (5) lease threshold hereby established have a fair and reasonable opportunity to do so, and
- m) these standards shall be uniformly enforced by majority vote of the Board without bias with an effective date being the date when this amendment is publicly recorded with the Allegheny County Department of Real Estate. This amendment shall apply to all leases that are entered into after the date of recording of this amendment; and

- n) problems with the behavior, actions/inactions by any tenant, guest, family member or service contractor engaged by a tenant or by the Unit owner may result in the association Board imposing fines against the responsible landlord/Unit owner and any unpaid charges may result in an In-Rem lien being filed against the Unit or formal collection actions being undertaken in the name of the association or demanding payment of the arrearage by a paying tenant, or any other permitted remedies available to the association by law. Pursuant to 68 Pa. C.S. 3315 and the governing documents of the Association, fines and the costs of the association enforcing its rules and/or the collection of charges owed by individual unit owners shall be assessed against the unit owner(s); and**
- o) any unit owner who is leasing or using their Unit in violation of any of the within terms will be subject to fines, including an initial fine of up to \$2,500 with 10 days to abate the violation. If left unresolved after those 10 days, the association board will pursue the matter through legal counsel including, but not limited to injunctive relief. Any legal costs incurred by the association will be the responsibility of the offending unit owner. Subsequent violations shall result in cumulative fines, costs and legal remedies.**

This amendment is intended to be limited in scope as to the matters, terms and provisions expressly set forth herein. As such, this amendment does not change, modify or abolish any of the terms of the recorded Declaration of Condominium unless such terms and provisions conflict with the terms set forth herein.

IN WITNESS WHEREOF, the undersigned officers of the McCleary Lofts Condominium

Association hereby execute the within Amendment this 8th day of

March, 2021.

AT TBL

President

VACANT

Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

On this, the 8 day of March, 2021, a Notary Public in and for

the Commonwealth of Pennsylvania, personally appeared

Alex Beck, President of the McCleary Lofts

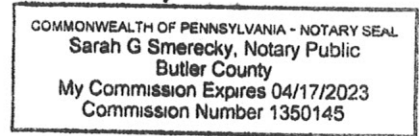
Condominium Association, and vacant, Secretary of the

McCleary Lofts Condominium Association, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sarah Smerecky

Notary Public



My Commission expires: 4-17-23



Mail To:

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