



60 2023 00001811

Allegheny County  
Jessica Garofolo  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2023-1811

BK-DE VL-19188 PG-48

Recorded On: January 23, 2023

As-Deed Agreement

Parties: ATRIUM CONDO

To ATRIUM CONDO

# of Pages: 7

Comment: AMENDMENT CONDO

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	181.75
	0
	0
Total:	181.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 01-23-2023 / Angela Gans
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

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

**File Information:**

**Record and Return To:**

Document Number: 2023-1811  
 Receipt Number: 4209081  
 Recorded Date/Time: January 23, 2023 04:09:14P  
 Book-Vol/Pg: BK-DE VL-19188 PG-48  
 User / Station: P Rankin - CASH 02

FRED C JUG JR ESQ  
 310 GRANT ST  
 1109 GRANT BLDG  
 PITTSBURGH PA 15219



Jessica Garofolo, Director  
Rich Fitzgerald, County Executive

**AMENDMENT TO THE BYLAWS OF  
THE ATRIUM CONDOMINIUM**

WHEREAS, THE ATRIUM CONDOMINIUM is located in the Fourth Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania.

WHEREAS, pursuant to the terms of the Uniform Condominium Act of Pennsylvania and the BYLAWS of THE ATRIUM CONDOMINIUM the affairs of the Association are managed by an Executive Board; and

WHEREAS, Article 17 of the BYLAWS provides for the amendment of the BYLAWS at THE ATRIUM CONDOMINIUM; and

WHEREAS, these BYLAWS were amended following the requisite vote of the Owners within THE ATRIUM CONDOMINIUM; and

NOW, THEREFORE, the BYLAWS of THE ATRIUM CONDOMINIUM are hereby amended as follows:

Section 1: Article 14 of Bylaws is hereby deleted and replaced with the following:

ARTICLE 14  
Leasing and Other Conveyances

A. Restrictions on Leasing.

- (1) *Certain Leases Prohibited.* A Unit may not be leased, used, or otherwise occupied under any kind of interval, fractional or time-share plan, AirBnB (or Vrbo or similar business) nor may any Unit be leased, used, or otherwise occupied as a regular business practice.
- (2) *Limitation on Number of Leased Units.* A maximum of five Units in the Building may be leased concurrently, regardless of an Owner's hardship claims.
- (3) *Process for Lease Applications.* If at the time an Owner applies for permission to lease their Unit five other Units are already under Lease, the Owner's name will be added to a waiting list of potential lessors maintained by the Board. Upon expiration or termination of a current Lease and removal by the Tenant (per Article 14, B) from the Unit, the Board will advise the Owner whose name has been on the waiting list for the longest period of the opportunity to lease their Unit. A Unit Owner who is so advised will have ten days to

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23-Jan-2023 04:04P\Int By: Anselm Gans

- (a) confirm in writing that he is still interested in leasing their Unit and
- (b) provide an updated application which the Board shall promptly consider.

If the Owner declines the opportunity to lease their Unit, their name will be removed from the list. If the Owner fails to lease their Unit within ninety days of Notice from the Board that he may do so, the next Owner on the list will be given the opportunity to lease their Unit. The application of the first Owner will be moved to the end of the waiting list unless the Owner chooses to completely withdraw their application to lease.

B. Conditions for Leasing.

- (1) A Unit may be leased only if the Board, in its sole discretion, determines that “undue hardship,” as defined in Paragraph D below, would result if they were not permitted to lease their Unit. An Owner who believes they must lease their Unit to avoid undue hardship will submit a written application to the Board setting forth the circumstances which necessitate the leasing and such other information as the Board may reasonably require.
- (2) All decisions by the Board granting or denying permission for an Owner to lease their Unit will be final and binding.
- (3) The term of the Lease shall be one year, non-renewable. The term begins on Day 1 of the lease.
- (4) An Owner may lease their Unit only once during their period of ownership unless the Board, in its sole discretion, determines that a second Lease period should be granted to avoid undue hardship to the Owner.
- (5) An Owner may not lease or sublet any portion of their Unit while the Owner or any member of their Family continues to reside in the Unit.

C. Application to Lease. The application to lease a Unit will be in a form approved by the Board and will include a narrative explaining the reason to lease, documentation to support the reason, and the anticipated duration of the Lease. Any financial information the Owner may provide in the application to lease a Unit will be treated with the utmost confidentiality and returned to the Owner upon approval or denial of the Lease application.

D. Undue Hardship Situations. By way of illustration and not limitation, the following will generally be considered situations giving rise to undue hardship:

- (1) the death of the Unit Owner or their Spouse;
- (2) the physical or mental disability of the Owner or another Resident of the Unit to such a degree that continued occupancy of the Unit is likely to create a hazardous situation for himself or others;
- (3) a required job transfer which would necessitate a round-trip daily commute of 100 miles or more from the Building;
- (4) the inability to sell the Unit due to economic conditions beyond the Owner’s control, following a good faith effort to sell for not less than six months at a market price established by at least two reputable realtors;

- (5) an anticipated absence of at least one year from the Building due to such events as a leave of absence from employment, temporary reassignment of one's place of employment, military service, or long-term medical treatment, after which the Owner intends to return to their Unit; or
- (6) any comparable situation which, in the opinion of the Board, would result in undue hardship to the Owner.

The financial condition of the Owner may not be the sole reason for seeking approval to lease their Unit but may be taken into consideration with other factors.

E. Form and Content of the Lease; Obligations of Unit Owner.

- (1) All Leases must be in writing and must use the then-current form Lease approved by the Board. Copies of the then-current versions of each Association Document must be attached to the Lease and made a part thereof by incorporation.
- (2) All adults over age eighteen who reside in the Unit must be made party to the Lease as Tenants (per Article 14, B) and all individuals who reside in the Unit, including children under the age of eighteen, must be identified by name in the Lease.
- (3) Whether or not specifically stated in the form Lease approved by the Board, every Tenant (per Article 14, B) will be subject to the provisions of the Association Documents to the same extent and with the same responsibilities and obligations as if the Tenant (per Article 14, B) were a Unit Owner. Each Owner will require their Tenant (per Article 14, B) and any other occupant of the Unit to comply with the terms and conditions of the Association Documents.
- (4) Whether or not specifically stated in the form Lease approved by the Board, the Unit Owner and each Tenant (per Article 14, B) over the age of eighteen will indemnify, jointly and severally, the Association and its members against liability and loss resulting from any breach of or noncompliance with the Association Documents.
- (5) In the event a Tenant (per Article 14, B) or other occupant of a leased Unit fails to comply with the Association Documents, the Board will advise the Owner who will compel the Tenant's (per Article 14, B) or occupant's compliance by any legal means. In the event the Owner fails to achieve such compliance, both the Owner and the Tenant (per Article 14, B) or occupant will be provided with the opportunity to be heard as set forth in Article 15. The failure of the Owner, Tenant (per Article 14, B), occupant, or such individual's legal representative to appear at the hearing will not prevent the Board from imposing any sanction provided for in Article 15, including eviction of the offending Tenant (per Article 14, B) or occupant and/or imposition of monetary fines on the Owner or Tenant (per Article 14, B) or occupant.
- (6) Leasing a Unit does not release the Unit Owner from their obligation to comply with the terms of the Association Documents, to pay the Annual Assessment and any Special Assessment allocated to the Unit, and to otherwise perform all obligations of an Owner.
- (7) An Owner may not give a power of attorney or otherwise delegate to their Tenant (per Article 14, B) the authority to vote the Owner's Total Interest allocated to the Unit.

F. Lease Notification.

- (1) At least ten business days before a Lease is to go into effect, the Owner will provide to the Secretary of the Board a form setting forth:
  - (a) the mailing address and at least two telephone numbers or e-mail addresses of the Owner or other representative having the legal power to act on behalf of the Owner to be used to contact the Owner after the Lease becomes effective; and
  - (b) the names and telephone numbers of each Tenant and any other person who is expected to reside in the Unit.
- (2) Within ten business days after the Lease is executed, the Owner must provide an executed copy of the Lease to the Secretary.

G. Enforcement. If an Owner fails to comply with the requirements to provide the above information, following notice and an opportunity to be heard as described in Article 15 below, the Lease may be rendered null and void and the Board may invoke any remedy available at law, including eviction. All costs and fees, including but not limited to, attorneys' fees incurred by the Association in enforcing the provisions of the Amended Declaration, these Bylaws and the House Rules will be the responsibility of the non-complying Owner.

H. Current Leases. Any Lease in effect as of the date on which these Bylaws are Recorded may continue until the expiration of the current Lease term, provided that

- (a) the Owner complies with the Lease notification requirements in Paragraph F above within ten days of the date on which these Bylaws are Recorded, and
- (b) the Board determines, in its sole judgment, that the provisions of the Lease are in substantial compliance with these Bylaws.

I. Other Conveyances.

- (1) The Owner must advise the Board of his intent not less than thirty days prior to the date on which the Unit is to be made available for conveyance in the event an Owner intends to enter into:
  - (a) a deferred settlement purchase/installment sales agreement;
  - (b) a seller-financed sale with the Owner taking back more than fifty percent (50%) of the sale price;
  - (c) any comparable sales agreement whereby the Owner retains an interest in the Unit, but the Unit is occupied by another Resident.
- (2) The notice provided for in the previous sentence is solely for the information of the Board to determine the effect, if any, the contemplated conveyance may have on the interests of the Association and shall not be deemed a restraint on the alienability of the property.

- (3) When any conveyance such as those described above is proposed, the Board reserves the right to seek clarification, in writing, by the parties to the conveyance as to matters affecting the well-being of the Association, including, but not limited to, responsibility for payment of the Annual Assessment and any Special Assessment, voting privileges, occupancy, etc.
- (4) In the event of an unanticipated forced conveyance of a Unit such as by foreclosure or sheriff's sale, the Owner must immediately advise the Board of the circumstances of the conveyance.

Section 2: This Amendment was approved by a vote in accordance with the provisions of the Association's governing documents described above. To the extent of any inconsistency by and between the terms of this Amendment and the BYLAWS, the Rules and Regulations and/or any prior amendments to the BYLAWS or Rules and Regulations of THE ATRIUM CONDOMINIUM the provisions of this Amendment shall prevail. To the extent of a conflict with the Declaration, as amended, or the Uniform Condominium Act of Pennsylvania, the provisions of the Declaration, as may be amended, or the Act shall prevail. All remaining provisions of the BYLAWS and Rules and Regulations of THE ATRIUM CONDOMINIUM shall remain in full force and effective except to the extent they are inconsistent with this Amendment.

ADOPTED this 28th day of November, 2022.

THE ATRIUM CONDOMINIUM

*Thomas A. Longstaff*



PRESIDENT

*Linda S. Newman*



11/28/2022 01:14  
PM EST

SECRETARY

