

THIRD AMENDMENT TO THE DECLARATION OF HIGHLAND WOODS
CONDOMINIUM ASSOCIATION

WHEREAS, Highland Woods Condominium Association is a planned community located in Harmar Township, Allegheny County, Pennsylvania, and was created pursuant to the terms of the Pennsylvania Unit Property Act of July 3rd 1963 P.L. 196, P.S. 700.1, et seq., by the recording of a Declaration of Highland Woods Condominium Association, at the Recorder of Deeds Allegheny County Deed Book Volume 5683, Page 983, as amended from time to time; and

WHEREAS, the Declaration of Highland Woods Condominium Association, at Section 7, provides for the leasing of Units at the Association and certain restrictions thereto; and

WHEREAS, it is believed that it is in the best interest of the Association to enact additional restrictions on the leasing of Units for the purpose of maintaining the quality of residential living at the Association; and

WHEREAS, the Declaration of Highland Woods Condominium Association may be amended only in accordance with the procedures specified in Section 3219 of the Pennsylvania Uniform Planned Condominium Act; and

WHEREAS, Section 3219 of the Pennsylvania Uniform Planned Condominium Act provides that the Declaration may be amended upon an affirmative vote of no less than sixty-seven (67%) percent of the Unit Owners entitled to cast a vote; and

WHEREAS, the within Amendment was presented to the Unit Owners of Highland Woods Condominium Association and at least sixty-seven (67%) percent of the Units cast an affirmative vote in favor of this Amendment.

NOW, THEREFORE, the Declaration of Highland Woods Condominium Association, is hereby amended as follows:

Section 1: The above recitals are incorporated herein by reference.

Section 2: Section 7 of the Declaration of Highland Woods Condominium Association is hereby extended with the following Section:

Section 7
LEASING

7.1 (a). LEASE LIMITATION. As of the date of recording and distribution of this Amendment to Declaration, no more than ten (10%) percent of the Units at the Highland Woods Condominium Association shall be leased or rented at any given time. Regardless of the number of Units which are being leased and/or rented upon the effective date of this Amendment, this Amendment shall have no effect on the current lease of a Unit and said Unit Owner(s) shall be entitled to continue to lease and/or rent the Unit until said Unit is transferred and/or sold for any reason, at which time the terms of the within Amendment will apply.

For those Unit Owners with grandfathered leasing rights, a duly executed written lease must be provided to the property manager within thirty (30) days of recording and distribution of this Amendment. Failure to comply may result in the Unit Owner losing the grandfathered leasing rights.

(b). LEASING WAITING LIST. Once the ten (10%) percent limit is reached, the Executive Board, or its designated agent, shall maintain a leasing waiting list and will immediately notify the next Unit Owner on the waiting list when the number of Units being leased has decreased below the maximum number of Units. Unless designated otherwise by the Executive Board, all requests to be placed on the waiting list must be in writing and delivered to the Community Manager. The order of the waiting list will be established based upon the date that the request is received by the management office. If a Unit is vacant for a period of six (6) months, it shall not longer be permitted to be leased and must request to be placed back on the leasing waiting list.

(c). LEASING DEFINED. For purposes of this Article 7.(a), any occupancy of a Unit by an individual or individuals except those residing with at least one (1) record Unit Owner, or an immediate family member of a Unit Owner as described below, shall be deemed a lease of the Unit whether rent or other consideration is exchanged.

(d). EXCEPTIONS.

- (i) Immediate Family Exception. Any occupancy of a Unit or lease by and between a Unit Owner and their children, parents and/or grandparents shall not constitute a lease. However, said occupants shall remain subject to all covenants, conditions, restrictions, rules and regulations of the Association.
- (ii) Hardship Exception. The Executive Board shall have the sole discretion to issue an exception to the terms of this Amendment under emergency or unique circumstances. Any request for an exception must be submitted to the Executive Board for pre-approval prior to the occupancy of the Unit by a non-Unit Owner. The Executive Board shall have the right to request any additional information necessary to its determination.

(e). LEASING RULES AND REGULATIONS. The following shall apply to all leases:

- (i) All leases shall be in writing for a term of no less than one (1) year.
- (ii) A copy of the lease shall be furnished to the Executive Board or its designated agent within ten (10) days of execution thereof.
- (iii) All lessees and non-Unit Owner occupants are subject to and bound by, solely by virtue of the occupancy of a Unit at the Association, the covenants, conditions, and restrictions set forth in the Condominium Declaration, Condominium Bylaws and Condominium Rules and Regulations, and a default thereunder shall constitute a default under the lease.
- (iv) 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.
- (v) 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.

Section 3: All remaining provisions of the Declaration of Highland Woods Condominium Association, a Planned Community, not otherwise inconsistent herewith, shall remain in full force and effect.

Section 4. This Amendment shall become effective upon the date of recording at the Allegheny County Department of Real Estate (formerly known as the Allegheny County Recorder of Deeds Office).

IN WITNESS WHEREOF, the undersigned officers of the Highland Woods Condominium Association hereby execute the within Amendment this 15 day of September, 2022.

HIGHLAND WOODS CONDOMINIUM
ASSOCIATION, INC.:

BY: DocuSigned by:
Dean Farrell
5B432424E4214D1...
PRESIDENT

BY: DocuSigned by:
DOROTHY FARRELL
45694B0ADB2644B...
SECRETARY

CERTIFICATE

We, Dean Farrell ^{DS}
DF, President, and Dorothy Farrell ^{DS}
DF, Secretary of the Highland Woods Condominium Association hereby certify that at least sixty-seven (67%) percent of the Units entitled to cast a vote at the Association voted in favor of the foregoing Amendment to the Declaration.

HIGHLAND WOODS CONDOMINIUM ASSOCIATION, INC.:

DocuSigned by:
Dean Farrell
BY: 5B432424E4214D1...
PRESIDENT

DocuSigned by:
DOROTHY FARRELL
BY: 45694B0ADB2644B...
SECRETARY

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 15 day of September, 2022, before me, a Notary Public, the undersigned officer, personally appeared Dean Farrell, President and Dorothy Farrell, Secretary of Highland Woods Condominium Association, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

Sarah G. Smerecky
Notary Public

Mail To:
Highland Woods
Rj Community Management.
4900 Perry Highway, Building 1 Suite 300
Pittsburgh, PA 15229

