

AMENDMENTS
TO THE
WINCHESTER ASSOCIATION
CODE OF REGULATIONS



Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2009-18264

Recorded On: July 28, 2009

As-Deed Agreement

Parties: WINCHESTER ASN

To WINCHESTER ASN

of Pages: 5

Comment: AMEND CONDO ASN

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

Deed Agreement	65.00
Pages > 4	0
Names > 4	0
Total:	65.00

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: 2009-18264
 Receipt Number: 1395150
 Recorded Date/Time: July 28, 2009 09:48:58A
 Book-Vol/Pg: BK-DE-VL-13994 PG-102
 User / Station: J Clark - Cash Super 06

LISA M BURKHART ESQ
 1109 GRANT BLDG
 310 GRANT ST
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

Amendments to the Winchester Condominium Association

Code of Regulations

WHEREAS, the Winchester Association is a Condominium Association situate in the Fourth Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. No. 196) by a Declaration for the Winchester Association recorded in the Office of the Recorder of Deeds of Allegheny County at Deed Book volume 5135, Page 704; and

WHEREAS, the Code of Regulations of record provides certain standards and procedures relative to the operating standards, procedures and governance of the Association and provisions to modify or amend such Code by the vote of at least sixty-six and two-thirds (66 2/3%) percent of all Unit Owners at a meeting of the Unit Owners duly held for such purpose or at an annual meeting; and

NOW, THEREFORE, it has been determined that at least sixty-six and two-thirds (66 2/3%) percent of the Winchester Unit Owners represented at the Annual Meeting held on May 19, 2009 voted to modify/amend the current Code of Regulations as follows, to wit:

Article 4/Section 4 - President

The current language shall remain as stated and the following paragraph shall also be added to this Article/Section. The President is authorized to approve expenditures between board meetings of not more than \$1,000 without the approval of the Treasurer. All expenditures approved by the President between meetings shall be reported at the following board meeting.

Article 5/Section 2 - Insurance

The current language shall remain as stated, except for reference to the minimum dollar amount of insurance coverage (\$2,250,000). Instead of reference to this minimum dollar amount, this section shall read that the amount of insurance shall be reviewed periodically, but not less than every five years and coverage amounts adjusted as needed.

Article 5/Section 3 -- Repair or Reconstruction After Fire or Other Casualty

The current language shall remain as stated in its entirety, and the following sentence shall be added to this section. Anything to the contrary and notwithstanding, any insurance proceeds in excess of the amount required for repair or restoration shall be deposited in the capital reserve fund of the Association.

Article 6/Section 2 -- Sale to Board of Directors

The current language shall be modified and replaced in its entirety by the following standard. A unit owner who wishes to sell his unit to a specific buyer must first offer such unit for sale to the Board of Directors, or its designee, (Right of First Refusal) at the same terms and contingencies/closing conditions as offered by a bona fide arms-length buyer.

Article 6/Section 7 -- Mortgage of Apartment Units

This section/restriction shall be deleted in its entirety.

Article 6/Section 8 -- Notice of Intent to Sell or Mortgage

The current language shall be deleted in its entirety and replaced with the statement that: "It is agreed and understood that any Association lien (whether recorded

as a matter of Public Record, i.e. an In-Rem Lien or a Statutory Lien) for unpaid fees/charges, fines, late fees, collection costs, legal fees, etc.) shall not be extinguished and shall not become secondary to any new mortgage or secured financing that is subsequently placed on the unit.”

All of the remaining provisions of the Code of Regulations of the Winchester Association, to the extent that they are not inconsistent herewith, shall remain in full force and effect. To the extent that any provision is inconsistent with the terms of the within Amendment, the terms of this Amendment shall prevail.

The effective date of this Amendment shall be the date upon which it is signed by the authorized Board representatives.

Dated this 10 day of July, 2009.

Winchester Board President:

Richard R. Burkhardt

Winchester Secretary:

Angela C. Swartz

This space intentionally left blank.

MAIL TO:

LISA M. BURKHART, ESQUIRE
1109 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15219

CERTIFICATE

We, Richard Frachemski, President of the
Winchester Association, and George C. Davidson, Secretary of
the Winchester Association hereby certify that the foregoing Amendment to the Code of
Regulations governing the Winchester Association has been consented to by at least
sixty-six and two-thirds (66 2/3%) percent of the Unit Owners entitled to cast a vote at
the Winchester Association.

Dated this 10 day of July, 2009.

Pres. Richard Frachemski

Sec. George C. Davidson

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

On this, the 10th day of July, 2009, before me, a Notary

Public in and for the Commonwealth of Pennsylvania, personally appeared

Richard Frachemski, President of the Winchester

Association and George C. Davidson, Secretary of the

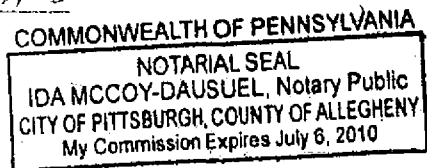
Winchester Association, who acknowledged that they executed the foregoing instrument
for the purposes therein contained.

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

Ida McCoy Dausuel
Notary Public

My commission expires: July 6, 2010

MAIL TO:
LISA M. BURKHART, ESQUIRE
1109 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15219



AMENDMENT TO THE CODE OF REGULATIONS
GOVERNING THE WINCHESTER ASSOCIATION

WHEREAS, the Declaration for the Winchester Association was executed on September 14, 1972 and recorded in Deed Book 5135, page 704, Office of The Recorder of Deeds of Allegheny County, Pennsylvania; and

WHEREAS, the Declaration Plan of the Winchester Association was recorded in Plan Book 89, pages 77-93, Allegheny County, Pennsylvania; and

WHEREAS, said Declaration has previously been amended by amendments filed in the Allegheny County, Pennsylvania; and

WHEREAS, Exhibit "A" to the Declaration consists of Code of Regulations governing the Winchester Association; and

WHEREAS, Article X, Section 1 of the Code of Regulations provides that it may be amended by the favorable vote of at least sixty-six and two-thirds (66-2/3%) percent of all unit owners at a meeting of unit owners duly held for such purpose or at an annual meeting; and

WHEREAS, at least sixty-six and two thirds (66-2/3%) percent of all unit owners at a meeting of unit owners held for such purpose or at an annual meeting approved the following amendment to the Code of Regulations;

NOW THEREFORE, the Code of Regulations governing the Winchester Association is hereby amended as follows:

Article V of the Code of Regulations is hereby amended by adding the following section:

Section 17. Restriction of Use of Common Elements for Nonpayment of Assessments. If assessments and related charges or any part thereof remain unpaid for more than thirty (30) days after the assessment payments first become delinquent, which is fifteen (15) days after the first of the billing month, the Association, acting through the Board of Directors, may suspend the owner's right to use the common elements including, but not limited to the pool, saunas, exercise equipment, card room, guest room, sun deck, parking garage, and parking lot (provided, however, the Board may not limit ingress or egress to or from a unit).

IN WITNESS WHEREOF, the undersigned officers of The Winchester Association hereby certify that this Amendment was duly adopted in accordance with Section 700.302 of the Unit Property and with Article X, Section 1 of the Code of Regulations by the vote of at least sixty-six and two thirds (66-2/3%) percent in number of all unit owners at a meeting of unit owners duly called for such purpose or at an annual meeting,, and that such unit owners approving the Amendment represented a majority of the votes entitled to be cast at that meeting.

This 14th day of May, 1985.

THE WINCHESTER ASSOCIATION

Martin Faberman, President

Malcolm H. Sherwood, Jr.

RECORDED AS
ORIGINALLY SIGNED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this the 14th day of May, 1985, before me, a Notary Public the undersigned officer, personally appeared Martin Faberman and Malcolm H. Sherwood, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained.

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

Notary Public

AMENDMENT TO THE CODE OF REGULATIONS
WINCHESTER ASSOCIATION
540 N. Neville St.
Pittsburgh, PA 15213

AMENDMENT #8

WHEREAS, The Winchester Association, a Condominium, was formed by a Declaration of Condominium dated September 13, 1972 and recorded in Deed Book Vol. 5135, Page 704, in the Recorder of Deeds Office of Allegheny County, Pennsylvania; and

WHEREAS, exhibit "A" to the Declaration, as recorded, consists of the Code of Regulations (including provisions to amend or modify the Code of Regulations); and

WHEREAS, the Condominium association and individual unit owners have experienced property damage claims due to frozen/insulated plumbing lines serving furnaces and hot water tanks located on an outside balcony area, and because some of these unit owners are out of town for an extended period of time (ie: vacationing for the winter months), the unit owner majority wants to require that certain preventative maintenance work be done by the unit owners who have a furnace and/or hot water tank located on the outside balcony (or in a furnace room/boiler room on the balcony).

NOW THEREFORE, in accordance with the unanimous directive of the unit ownership interest present at the annual meeting of May 22, 1995 (81.991% of the total membership being represented at this meeting) the unit owners hereby amend the Code of Regulations to add the following requirement (s):

“Each unit owner having an external furnace or hot water tank (ie: located in a balcony closet) is required to add and operate heat tape to all exposed plumbing lines between November 15th and April 15th of each year. Or, each unit owner having an externally housed furnace or hot water tank (located in a balcony closet) must add Armaflex, or sufficient fiberglass pipe insulation, to all exposed plumbing lines before November 15, 1995, and operate their furnace at a temperature of no less than 65 degrees during the winter months – Nov. 15 through April 15th.”

This action is taken in an attempt to minimize the number of damage claims caused by frozen water lines from an outside furnace room/hot water tank room.

IN WITNESS WHEREOF, the undersigned officers of the Winchester Association hereby certify that this amendment was duly adopted by the vote of at least sixty-six and two-thirds (66-2/3%) Percent of all unit owners at an annual meeting of unit owners, and that such unit owners approving the amendment represented a majority of the votes entitled to be cast at that meeting.

Date: _____

THE WINCHESTER ASSOCIATION

By: _____
Association President

By: _____
Association Secretary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this the _____ day of _____, 1995, before me, a Notary Public the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that they executed the same for the purposes therein contained.

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

My commission expires: _____

AMENDMENT TO THE CODE OF REGULATIONS

WINCHESTER ASSOCIATION
540 N. Neville Street
Pittsburgh, PA 15213

Amendment #9

WHEREAS, The Winchester Association, a Condominium, was formed by a Declaration of Condominium dated September 13, 1972 and recorded in the Deed Book Vol. 5135, Page 704, in the Recorder of Deeds office of Allegheny County, Pennsylvania; and

WHEREAS, EXHIBIT "A" to the Declaration, as recorded, consists of the Code of Regulations (including provisions to amend or modify the Code of Regulations); and

NOW THEREFORE, in accordance with the unanimous directive of the unit ownership interest present at the Annual meeting of May 14, 1998 (82.446% of the total membership being represented at this meeting) the unit owners hereby amend the Code of Regulations by striking the last sentence presently existing and effective of Article V, section, in it's entirety and substituting therefore the following:

"Any additions, alterations or improvements costing \$15,000 or less may be made by the Board of Directors without approval of the unit owners, and the cost thereof shall constitute part of the common expenses."

IN WITNESS WHEREOF, the undersigned officers of the Winchester Association hereby certify that this amendment was duly adopted by the vote of at least sixty-six and two-thirds (66-2/3%) percent of all unit owners at an Annual meeting of unit owners, and that such unit owners approving the amendment represented a majority of the votes entitled to be cast at that meeting.

Date: _____

THE WINCHESTER ASSOCIATION

By: _____
Association President

By: _____
Association Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this the _____ day of _____, 1998, before me, a Notary Public the undersigned officer, personally appeared Susie Wolf and Yvette Levy, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that they executed the same for the purposes therein contained.

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

My commission expires: _____

Amended!
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AMENDMENT TO THE CODE OF REGULATIONS FOR
THE WINCHESTER CONDOMINIUM ASSOCIATION

WHEREAS, the Winchester Association, is a Condominium Association situate in the Fourth Ward of the City of Pittsburgh, Allegheny County, Commonwealth of Pennsylvania and was declared pursuant to the terms of the Unit Property Act of the Commonwealth of Pennsylvania (Act of July 3, 1963, P.L. No. 196) by a Declaration for the Winchester Association recorded in the Office of the Recorder of Deeds of Allegheny County at Deed Book Volume 5135, Page 704; and

WHEREAS, Exhibit "A" to the Declaration of the Winchester Association, as recorded, consists of the Code of Regulations governing the Winchester Association; and

WHEREAS, the Code of Regulations provides, at Article X, that the Code of Regulations may be modified or amended by the vote of at least sixty-six and two-thirds (66 2/3%) percent of all Unit Owners at a meeting of the Unit Owners duly held for such purpose or at an annual meeting; and

WHEREAS, it has been determined that the occupancy of a Unit by individuals other than the record Unit Owner(s) may not have the same ownership attentiveness and interests as property owners who pay for the care and upkeep of common element property and may constitute a detriment to other Unit Owners at the Winchester Association, and the Association therefore wishes to adopt a prohibition against leasing/renting; and

WHEREAS, at least sixty-six and two-thirds (66 2/3%) percent of those Unit Owners entitled to cast a vote have voted in favor of prohibiting leasing/renting of Units at the Winchester Association as defined by this Amendment.

NOW, THEREFORE, the Code of Regulations governing the Winchester Association is hereby amended by adding the following Article XII:

“SECTION 1: Leasing. Except as provided herein, no Unit Owner may rent, lease, or otherwise permit occupancy of a Unit by individuals not named on the Deed of record. At least one (1) of the record Unit Owners, as set forth on the Deed of record, must reside at the Unit at all times, as his primary and principal residence. By way of example and not limitation, a Unit may not be occupied by non-owners, regardless of whether the Unit Owner is compensated or not. For purposes of this Article, a Unit is deemed to be rented/leased at any time that it is not occupied by at least one (1) record Unit Owner as their primary residence. The provisions set forth herein do not apply to individuals residing with a record Unit Owner as their primary residence at the Unit. By way of further example, and not limitation, occupancy by a Unit Owner’s family members is prohibited unless at least one (1) record Unit Owner resides in the Unit as their primary residence. An “approved houseguest/significant other” residing with a record Unit Owner shall not be deemed a violation of this Article. For purposes of this Article, where a Unit is transferred to an Irrevocable Trust by the owner of record, the grantor of the Irrevocable Trust may remain the occupant of the Unit while leasing back the Unit from a bona fide trust for a term of not more than the Unit Owner’s natural life.

The prohibitions against occupancy by non-unit owners set forth in this Article shall apply after the effective date of this Amendment. All Units which are the subject of a validly executed lease as of the effective date hereof, if any, may continue to lease that Unit until the Unit is transferred and/or sold or upon the expiration of that lease term. When any Unit which is the subject of a lease is transferred, sold and/or upon the expiration of the lease term, it shall be subject to the terms hereof. Any Unit Owner leasing his Unit as of the effective date of this

Amendment shall provide the Winchester Association Board with a copy of the lease in effect within thirty (30) days of the effective date hereof. Failure to provide the Board with a copy of the lease will be deemed a waiver of the grandfathered leasing rights set forth herein.”

Except to the extent amended herein, all of the remaining provisions of the Declaration, Code of Regulations and House Rules of the Winchester Association shall remain in full force and effect.

The effective date of this Amendment shall be the date upon which it is signed.

Dated this _____ day of _____, 2009.

President

Secretary

CERTIFICATE

We, _____, President of the Winchester Association, and _____, Secretary of the Winchester Association hereby certify that the foregoing Amendment to the Code of Regulations governing the Winchester Association has been consented to by at least sixty-six and two-thirds (66 2/3%) percent of the Unit Owners entitled to cast a vote at the Winchester Association.

Dated this _____ day of _____, 2009.

President

Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

On this, the _____ day of _____, 2009, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared _____, President of the Winchester Association, and _____, Secretary of the Winchester 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.

Notary Public

My Commission Expires:

AMENDMENT NO. 6 TO THE CODE OF REGULATIONS
FOR THE WINCHESTER ASSOCIATION

WHEREAS, the Declaration for the Winchester Association ("Declaration") was executed on September 13, 1972 and recorded in Deed Book 5135, page 704, in the office of the Recorder of Deeds of Allegheny County, Pennsylvania; and

WHEREAS, Exhibit "A" to the Declaration as so recorded consists of the Code of Regulations for Winchester Association ("Code"); and

WHEREAS, the Declaration and/or Code have previously been amended by the following amendments:

<u>Amendment</u>	<u>Date</u>
#1	April 24, 1973
#2	May 15, 1979
#3	June 5, 1979
#4	June 5, 1979
#5	May 14, 1985

NOW THEREFORE, the Code is hereby further amended by this Amendment No. 6 by deleting the present existing and effective Article III, Section 7 (as amended through and including Amendment #4), in its entirety and substituting therefore the following:

Article III

Section 7 Title to Apartment Units and Use Thereof.

Title to apartment units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety. Upon approval of the Board of Directors, in accordance with this Section, title to apartment units may be taken in the name of a corporation or partnership, or in the name of a fiduciary.

No unit shall be used for any purpose other than as a residence for the use of a single family. For purposes of this Section, a "residence" shall be defined as a place of abode, intended to be occupied by the same resident(s) on a continuing basis, as opposed to temporary living quarters or a vacation home. For purposes of this paragraph, "single family" shall be defined as any number of individuals interrelated by blood, adoption or marriage, or no more than two unrelated individuals and the children of each. (The term "interrelated by blood" shall be deemed to include grandchildren, children, parents, grandparents, brothers and sisters, but no other degree of kinship.) Notwithstanding the foregoing, those apartment units which have in the past and are presently used for professional offices as permitted by law may continue to be used for professional offices but shall not be used for any other business purpose.

Consistent with the primary residential character of the property, leasing shall not be allowed for business, speculative investment, or other similar purposes; provided, however, a corporation or a partnership may lease its unit to an officer, director, principal, or employee of the corporation or partnership for use as a residence for a single family subject to the following:

- (a) Leasing shall be permitted only for a minimum term of one year and under no circumstances shall unit be leased more than once within any 12 month period;
- (b) No subleasing or assignments shall be permitted;
- (c) No licensing or granting of a right to temporary occupancy, for temporary living quarters or otherwise; with or without payment of rent, shall be permitted;
- (d) The lessee in all leases under this paragraph shall be one, and only one, natural person;
- (e) Occupancy and use of the leased unit shall be limited to occupancy by those individuals and for those uses reasonably necessary for the use and enjoyment of the unit as a single family residence by the lessee named in the lease;
- (f) No unit shall be occupied without the written approval of the Board of Directors;
- (g) Any corporation or partnership intending to lease its unit shall deliver to the Board of Directors for its approval no less than 20 days prior to the proposed date for occupancy of the unit by the proposed lessee a copy of the lease and any other information regarding the proposed lessee as the Board of Directors may from time to time reasonably require;
- (h) As a condition precedent to approval by the Board of Directors, a lease subject to the provisions of this paragraph shall expressly incorporate as conditions and covenants of the lease the provisions set forth in this paragraph so as to create to the Board's reasonable satisfaction a leasehold estate which conforms in all respects to the provisions of this paragraph;
- (i) The provisions of this Section empowering the Board of Directors to grant a unit owner the right to lease a unit upon an adequate showing of undue hardship shall not apply to those units owned by a corporation or partnership.

The Board of Directors shall be empowered to allow reasonable leasing of units upon written application to avoid undue hardship to owner.

Further, leasing shall be permitted only for a minimum term of one year and a maximum term of two years and only once during each owner's term of ownership unless the Board of Directors reasonably determines that such limitations would result in undue hardship.

Any owner who believes that he or she must lease his or her unit to avoid hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, the name of the proposed lessee, a copy of the proposed lease, and such other information as the Board may reasonably require.

Leasing shall be permitted only upon the Board's written approval of the owner's application. No subleasing shall be permitted. No license or right to temporary occupancy, for temporary living quarters with or without payment of rent shall be permitted.

The Board shall be authorized to promulgate reasonable guidelines for the determination of those circumstances which would constitute an "undue hardship." By way of illustration and not by limitation, examples of circumstances which could constitute "undue hardship" are those in which (a) an owner must relocate outside the Pittsburgh area his or her residence and has difficulty selling the unit; (b) an estate owns the unit by reason of demise of an owner; (c) the owner intends to return to reside in the unit after

a leave of absence or temporary relocation; or (d) due to unusual circumstances denial of the right to lease would be unduly economically burdensome on the owner as the Board may reasonably determine.

Such leasing as is in existence upon the effective date of this document and which is in compliance with the Code of Regulations may continue until the expiration of such lease. Any renewal of a lease other than a renewal which as of the date hereof is mandatory as against the owner shall constitute a new lease and shall not be permitted except as is provided above for any new lease.

Those owners who have complied with this Section, have demonstrated that the denial of the right to lease would result in undue hardship, and have obtained the written approval of the Board may lease their units for such duration as the Board reasonably determines is necessary to prevent the undue hardship. All such owners shall utilize the attached lease form or one in substantial compliance therewith.

Any lessee of a unit, including the lessee of a unit owned by a corporation or partnership, shall in all respects be subject to the Declaration, Code of Regulations, and all rules and regulation as are from time to time promulgated by the Association or Board of Directors as though such lessee were an owner. Each owner, including corporations and partnerships, agrees to cause his or her lessee or persons living with such lessee to comply with the Declaration, Code of Regulations, and the rules and regulations promulgated thereunder and is responsible and liable for all violations and losses caused by such lessee or persons living with the lessee, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the condominium instruments or regulations.

IN WITNESS WHEREOF, the undersigned officers of the Winchester Association hereby certify that this amendment was duly adopted by the vote of at least sixty-six and two-thirds (66-2/3%) percent of all unit owners at a meeting of unit owners duly called for such purpose or at an annual meeting and that such unit owners approving the amendment represented a majority of the votes entitled to be cast at that meeting.

This 20th day of August, 1987.

THE WINCHESTER ASSOCIATION

Julian Weiner, President

Gertrude Findling, Secretary

RECORDED AS ORIGINALLY SIGNED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this the 20th day of August, 1987, before me, a Notary Public the undersigned officer, personally appeared Julian Weiner and Gertrude Findling, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained.

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

Notary Public