

***Hampton Hall Condominium Association***

*c/o Acri Commercial Realty, Inc.*

*290 Perry Highway*

*Pittsburgh, PA 15229*

*412-459-0111*

**\*\*\*NOTICE\*\*\***

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**The enclosed documents contain a rental prohibition.**

**Please read them carefully and be governed  
accordingly.**

**AMENDMENT TO BY-LAWS OF  
HAMPTON HALL CONDOMINIUM ASSOCIATION,  
LOCATED PITTSBURGH, PENNSYLVANIA**

**AMENDMENT TO THE BY-LAWS OF**  
**HAMPTON HALL CONDOMINIUM ASSOCIATION,**  
**LOCATED IN PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA**

On the 22<sup>nd</sup> day of September, 2008, a meeting of the Hampton Hall Condominium Association was held and the following Amendment to the Bylaws of Hampton Hall Condominium Association was considered and duly adopted.

WHEREAS, the Board of Directors of Hampton Hall Condominium Association has determined that it is in the best interest of the Association to enact a restriction prohibiting rental units to non-family members at any time, subject only to the following exceptions:

**Any owner of a unit which is leased to a non-family member as of September 22, 2008, in compliance with the Governing Documents, may continue to lease that unit, subject to prior By-Law Amendments, until the unit is sold or otherwise conveyed to a new owner, provided** the Owner is in compliance with this Article and these Governing Documents;  
and

WHEREAS, the Board of Directors of Hampton Hall Condominium Association has drafted the within Amendment to achieve this purpose; and

WHEREAS, the within Amendment adopting a prohibition on leasing units to non-family members at any time shall have no effect on any validly executed written lease of a Unit in effect prior to the date of enactment of this Amendment. This Amendment shall apply only to those Units which are the subject of a transfer in title after the date in which the within Amendment was recorded.

NOW, THEREFORE, after obtaining an affirmative vote of a majority of the Unit Owners entitled to cast a vote, the By Laws of the Hampton Hall Condominium Association is hereby amended as follows:

## **Article X**

### **Leasing and Ownership**

10.1 **Policy.** It is the policy of the Hampton Hall Condominium Association to promote and preserve the character of Hampton Hall as an owner-occupied residential condominium.

10.2 **Rental Prohibited; Exceptions** Rental of units is not permitted, subject only to the exceptions set forth in this Article.

10.2.1 **Exception for Temporary Absence.** An owner-occupant who will be absent temporarily, and who intends in good faith to return and resume occupancy of the unit, may request an exception to the rental ban in order to rent his/her unit during the temporary absence. The board may approve such a temporary exception for one year, and approval may be extended as appropriate. By way of example, and without limitation, this exception is intended to provide for absences due to illness, family obligations, non-permanent job assignment, and sabbatical. Approval of a request for temporary exception shall not be unreasonably withheld if the proposed rental meets other requirements of these documents concerning leasing of units.

10.2.2 **Hardship Exception.** In the event of hardship, the Board may approve a temporary rental, not to exceed one year. Approval of a good faith request for hardship exception /shall not be unreasonably withheld if the proposed rental meets other requirements of these documents concerning leasing of units.

10.2.3 **Grandfather Provision.** The owner of a unit which was leased to a non-family member as of September 22, 2008, in compliance with the Governing Documents, and not pursuant to a temporary absence or hardship exception, may continue to lease that unit until the unit is sold or otherwise conveyed to a new owner, provided the Owner is in compliance with this Article and these Governing Documents.

10.2.3.1 **Conveyance of Unit.** For purposes of the Grandfather Provision, the term "conveyance" is used broadly to mean not just a sale, but also transfer by will, succession, trust, gift, or any other

means. Further, the conveyance of a beneficial interest in the unit shall be deemed a conveyance of the unit itself. For example, if a unit is owned by a corporation, sale of the corporate stock which effectively transfers ownership of the unit to a new human owner is deemed a conveyance of the unit, even if formal title to the unit does not change.

10.2.4 Occupancy By Close Relative. For purposes of this Article, occupancy of a unit by a close relative (meaning a parent, child, grandchild or sibling) of the owner is deemed equivalent to owner-occupancy.

10.3 Rental Requirements. In addition to qualifying under one of the exceptions listed above, an owner must fulfill the following requirements for rental of a unit:

10.3.1 Owner Responsibility. At least 10 business days prior to the move-in of any new tenant(s), the Owner must notify the Management Company of the names, and provide emergency contact information for, all persons who will occupy the unit. (Contact the Management Company for a form.) It is the Owner's responsibility to ensure that all tenants are aware of and observe all rules and requirements of the Governing Documents, **including the rules governing move-ins and move-outs**. This section applies also to owners of units occupied by close relatives.

10.3.2 Lease Requirements. Any rental of a unit to a non-family member must be pursuant to a written, executed lease agreement, which must be for a term of at least one year and must contain the Addendum approved by the Executive Board. A copy of the executed lease must be furnished to the Management Company at least 10 business days prior to the commencement date of the lease. Each such lease shall be deemed to include the following provisions:

10.3.2.1 Lessee's Obligations; No Voting Rights. Lessee agrees to be bound by all terms and conditions contained in the Declaration, By-Laws and Rules and Regulations of the Association and the lessee agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all obligations applicable to unit Owners under the Uniform Condominium Act of the Commonwealth of Pennsylvania, the Declaration, By-Laws and the Rules & Regulations or otherwise whatsoever during the term of this Lease. Nothing contained in the Lease shall create any voting rights in the lessee with respect to the Unit leased hereunder, which rights remain solely vested in the Unit Owner under the Declaration, By-Laws and the Rules & Regulations.

10.3.2.2 No Sublet or Assignment. Lessee further agrees that he shall not sublet or assign this Lease.

10.3.3 Deposits and Fees. An owner leasing to a non-family member may be required to post with the Association a refundable security deposit to secure compliance with the Governing Documents by the lessee and to cover any damage to the Common Elements by the lessee. The security deposit will be for a reasonable amount established by the Executive Board and may be adjusted in light of an individual unit's compliance history.

10.4 Owner's Continued Liability. The liability of Unit Owner hereunder, and under the Governing Documents as a whole, shall continue during any lease.

10.5 Related Rules. The Board may promulgate such additional Rules & Regulations relating to the leasing of Units as from time to time the Board shall determine are in the best interest of the Association.

10.3 Limitation on Ownership. With respect to units acquired after September 29, 2003, no person or entity may own more than one unit which is not occupied by the owner or a family member of the owner. Ownership of any beneficial interest, part interest, through a corporation, in a business or other fictitious name, of more than one non-owner-occupied unit shall be considered a violation of this section.