



60 2010 03013491

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

Instrument Number: 2010-13491

BK-DE VL-14274 PG-194

Recorded On: May 27, 2010

As-Deed Agreement

Parties: HIGHWOOD CONDO ASN

To HIGHWOOD CONDO ASN

of Pages: 5

Comment: AMEND TO DECLARATION

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

Deed Agreement	78.50
Pages > 4	0
Names > 4	0
Total:	78.50

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: 2010-13491

Receipt Number: 1588820

Recorded Date/Time: May 27, 2010 01:00:36P

Book-Vol/Pg: BK-DE VL-14274 PG-194

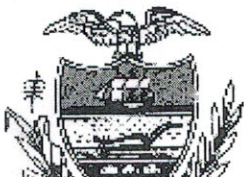
User / Station: A Matthews - Cash Super 04

LISA M BURKHART ESQ

310 GRANT ST STE 1109

GRANT BLDG

PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE
HIGHWOOD, A CONDOMINIUM LOCATED IN THE 7TH WARD OF THE
CITY OF PITTSBURGH, ALLEGHENY COUNTY, PENNSYLVANIA**

WHEREAS, the Highwood Condominium Association was enacted pursuant to the provisions of the Pennsylvania Uniform Condominium Act. 68 Pa. C.S. §3101 *et. seq.* by the filing of a Declaration of Condominium for the Highwood, a Condominium, at the Allegheny County Recorder of Deeds Office, at Deed Book Volume 6990, page 557; and

WHEREAS, the Executive Board of the Highwood Condominium Association has determined that it may be in the best interest of the Association to adopt restrictions on future leasing of Units at the Highwood Condominium Association for the purpose of maintaining the quality of residential living at the Association; and

WHEREAS, as of the date of enactment of this Amendment, a total of ten (10) Units are currently subject to a validly-executed lease and this Amendment will have no effect on the lease of these ten (10) Units; and

WHEREAS, Article V of the Declaration of Condominium for the Highwood Condominium provides that the Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides that the Declaration may be amended upon an affirmative vote of Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated; and

WHEREAS, at a duly called meeting of the Unit Owners, at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the Highwood Condominium Association voted in favor of the within Amendment.

NOW THEREFORE, the Declaration of Condominium for the Highwood Condominium is hereby amended as follows:

Section 1: Article VIII is hereby amended by deleting Article VIII in its entirety and replacing it with the following Article VIII:

"Article VIII Leasing.

8.1 No more than twenty-five (25%) percent of the total number of Units (i.e., 12 total Units) at the Highwood Condominium Association may be leased at any one (1) time. The Executive Board and/or Property Manager shall maintain a Leasing Waiting List and will notify the next Unit Owner on the Waiting List when the number of Units being leased has decreased below twenty-five (25%) percent of the total Units. All requests to be placed on the Leasing Waiting List must be in writing and delivered to the Property Manager. The order of the Leasing Waiting List will be established based upon the date that the request is received by the Property Manager. For purposes of this provision, any occupancy of a Unit by a non-Unit Owner shall be deemed a "lease", notwithstanding whether the non-Unit Owner compensates the Unit Owner for said occupancy, except as provided herein. Any occupancy of a Unit by an individual who resides with the Unit Owner shall not be deemed a lease. Further, any occupancy of a Unit by the Unit Owner's children, grandchildren, parents, or grandparents shall not constitute a lease.

8.2 Any Unit which has been approved to lease but remains unoccupied for a period of three (3) months will be placed at the bottom of the Leasing Waiting List. The right to lease a Unit, as set forth herein, terminates upon the transfer and/or sale of a Unit, with the exception of a transfer from the Unit Owner to a living trust.

8.3 Any Unit Owner who is permitted to lease his/her Unit pursuant to the provisions set forth herein is subject to the following regulations and restrictions:

- (a) Not less than the entire Unit may be leased at any one time;
- (b) No Unit may be leased for transient or hotel purposes;

- (c) No Unit may be leased for an initial term of less than one (1) year;
- (d) No Unit may be leased without prior written approval of the Executive Board and/or without a written lease agreement on a form approved by the Executive Board;
- (e) A copy of all leases shall be furnished to the Executive Board within ten (10) days after execution thereof; and
- (f) A breach of the Declaration, By-Laws or Rules and Regulations of the Condominium shall constitute a default under the lease and the lessee shall be bound by and subject to the Declaration, By-Laws and Rules and Regulations of the Condominium."

8.4 By majority vote of the Highwood Condominium Association Board of Directors, the Board may make, but is not required to make, special hardship exceptions to the within lease restrictions. For purpose of illustration only, but not exclusive of these possible exceptional circumstances, the Board may permit a rental/leasing on the basis of financial or medical hardship when a exception to the lease restriction policy may be the humanitarian thing to do AND something that would be in the best financial interest to the association. However, the Board is directed to not encourage investor sales by granting exceptions to the lease restriction rules established herein. Clearly the Highwood unit owners want to restrict leasing/renting as a normal course of business; the Board's discretion is only applicable where there are "exceptional circumstances" such as medical and financial hardships that are addressed and proven to the satisfaction of a majority of the Board on a case-by-case basis.


Section 2: All Units which are the subject of a validly-executed lease as of the date of this Amendment may continue to lease the said Unit. These leases are subject to the Regulations and Restrictions set forth at subparagraphs 8.1, 8.2 and 8.3 hereof.

Section 3: Except to the extent Amended herein, all of the remaining provisions of the Declaration of Condominium, By-Laws and Rules and Regulations of the Highwood Condominium Association shall remain in full force and effect.

DATED this 5th day of May, 2010.



President



Secretary

CERTIFICATE

We, Chris Connors, President of the Highwood Condominium Association, and Paul Snoboda, Secretary of the Highwood Condominium Association hereby certify that the foregoing Amendment to the Declaration governing the Highwood Condominium Association has been consented to by at least sixty-seven (67%) percent of the Unit Owners entitled to cast a vote at the Highwood Condominium Association.

Dated this 5th day of May, 2010.

Chris Connors
President
Paul Snoboda
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

On this, the 5th day of May, 2010, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Chris Connors, President of the Highwood Condominium Association, and Paul Snoboda, Secretary of the Highwood 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.

Lisa M. Burkhart
Notary Public

My Commission Expires:
MAIL TO:

LISA M. BURKHART, ESQUIRE
1109 GRANT BUILDING
310 GRANT STREET
PITTSBURGH, PA 15210

