

**AMENDMENT TO THE KENTLEY HOUSE CONDOMINIUM  
CODE OF REGULATIONS**

WHEREAS, Kentley House Condominium is located in the Seventh (7<sup>th</sup>) Ward of the City of Pittsburgh, Allegheny County, Pennsylvania, and was created pursuant to the terms of the Unit Property Act of Pennsylvania (Act of July 3, 1963 P.L. 1963) by the recording of a Declaration of Condominium for Kentley House at the Allegheny County Recorder of Deeds Office at Deed Book Volume 5443, Page 573 and the recording of Kentley House Code Of Regulations at Deed Book Volume 6181, Page 543; and

WHEREAS, members of the Kentley House Condominium Association would like to preserve and protect the residential character of Kentley House by prohibiting future leasing of Units, with the exception of leasing of Units to a member or members of the Unit Owners' immediate family; and

WHEREAS, this Amendment prohibiting leasing of the Units shall have no effect on any Unit which is the subject of a validly executed lease as of May 17, 2012. Upon satisfaction of the reporting requirements set forth herein, these Units may continue to be leased until such time as the Unit is transferred or sold for any reason; and

WHEREAS, Article XI, Section 1, provides that the Code of Regulations may be altered, revised or modified upon the written consent of the numbered Unit owners representing 60% of the votes of Kentley House. Any such revision, alteration, or modification shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania, and shall become effective as of the date of such recording; and

WHEREAS, the within Amendment was presented to the Unit Owners of Kentley House and at least sixty (60%) of the Units cast an affirmative vote in favor of the Amendment.

NOW, THEREFORE, the Kentley House Code of Regulations, is hereby amended as follows:

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

Section 2. Article VIII (Sale or Lease by Owner) of the Kentley House Code of Regulations is hereby deleted in its entirety and replaced with the following Article VIII:

## “ARTICLE VIII

### Sale or Lease by Owner

Section 1. Right of First Refusal. Any owner who wishes to sell his unit shall, at least thirty (30) days prior to accepting any offer to sell, give to Council written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said thirty day period, time being of the essence, Council or its nominee submits to the owner an identical or more favorable offer to purchase, the owner must accept the offer of said Council in preference to the original offer described in the notice. In the event that Council fails to submit in writing to the selling unit owner an identical or more favorable offer within thirty (30) days of receipt of the notice of the selling owner’s offer, time being of the essence, then the selling owner may sell his unit to his original offeror. In any event, Council shall have sole discretion in this matter and not vote or approval of the Unit Owners is required.

### Section 2. Leasing.

(a) Except as provided in subparagraphs (b) and (c) below, leasing of Units at Kentley House is prohibited. Units must be occupied by at least one (1) Unit Owner of record. The occupancy of a Unit by an individual or individuals other than those residing with a record Unit Owner shall be deemed a lease for purposes of this section, regardless of whether rent or other consideration is exchanged.

(b) For purposes of this Section 2, Occupancy of a Unit by an immediate family member of the record Unit Owner(s) shall not be deemed a lease and shall be permitted. An immediate family member is defined as a Unit Owner’s parents, grandparents, children, step-children, siblings, nieces and nephews.

(c) Any Unit which is the subject of a validly executed Lease as of May 17, 2012, may continue to be leased until the said Unit is transferred or sold for any reason. The Unit Owner is required to submit a copy of the validly executed Lease to the property manager within thirty (30) days of the effective date of this Amendment. Failure to submit a copy of the Lease within this timeframe will result in a forfeiture of the grandfathered leasing rights set forth in this subparagraph (c). Once the Unit is transferred, for any reason whatsoever, or sold, the Unit may no longer be leased and is subject to the prohibition against leasing defined in subsection (a) above.

(d) In the event that a Unit may be leased pursuant to subsection (b) or (c) above, the Unit Owner, Lessees and/or occupants continue to be subject to all of the governing documents of the Association. Upon any violation thereof, Council may demand termination of the Lease by the Unit Owner upon notice and a reasonable timeframe in which to cure the violation. Council’s failure to exercise this remedy at any time shall not result in a waiver of the right to do so.”

Section 3. Except to the extent of any inconsistency with the terms and provisions of the within Amendment, all of the remaining terms and provisions of the Declaration and Code of Regulations of Kentley House.

IN WITNESS WHEREOF, this Amendment is hereby duly adopted this 6<sup>th</sup> day of July, 2012

KENTLEY HOUSE CONDOMINIUM

BY: Maum Hussein Basasi  
PRESIDENT

BY: Jawad A. Jabir  
SECRETARY







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

Instrument Number: 2012-21269

BK-DE VL-14980 PG-442

Recorded On: August 16, 2012

As-Deed Agreement

Parties: KENTLEY HOUSE CONDO

To KENTLEY HOUSE CONDO

# of Pages: 5

Comment:

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

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

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No  
 NOT A DEED OF TRANSFER EXEMPT  
 Value 0.00

Certified On/By-> 08-16-2012 / S B  
 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: 2012-21269  
 Receipt Number: 2161624  
 Recorded Date/Time: August 16, 2012 12:09:57P  
 Book-Vol/Pg: BK-DE VL-14980 PG-442  
 User / Station: J Clark - Cash Station 22

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



Valerie McDonald Roberts, Manager  
 Rich Fitzgerald, County Executive