



60 2015 00002456

Allegheny County  
Jerry Tyskiewicz  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2015-2456

BK-DE VL-15870 PG-207

Recorded On: January 29, 2015

As-Deed Agreement

Parties: EIGHTY FOUR ASSOCIATES L P

To EIGHTY FOUR ASSOCIATES L P

# of Pages: 3

Comment: SECOND AMEND

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

Deed Agreement	162.00
	0
	0
Total:	162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 01-29-2015 / B K
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: 2015-2456  
 Receipt Number: 2809526  
 Recorded Date/Time: January 29, 2015 03:57:43P  
 Book-Vol/Pg: BK-DE VL-15870 PG-207  
 User / Station: R Aubrecht - Cash Super 06

DEBBIE USELMAN  
 THE MERITAGE GROUP  
 772 PINE VALLEY DR  
 PITTSBURGH PA 15239



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Acting Manager  
 Rich Fitzgerald, County Executive

**SECOND AMENDMENT TO THE DECLARATION**  
**OF VILLAGE AT MARSHALL RIDGE**  
**A Planned Community**

**WHEREAS**, pursuant to the Declaration of Village at Marshall Ridge, a Planned Community, dated October 19, 2013, filed of record in the Recorder's Office of Allegheny County, Pennsylvania Deed Book Volume 15046, Page 57 (the "Declaration") (hereinafter all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration unless specifically modified herein), Eighty-Four Associates, L.P., a Pennsylvania limited partnership ("Declarant") submitted certain Real Estate to the Pennsylvania Uniform Planned Community Act (the "Act"); and *LOCATED IN MARSHALL TOWNSHIP*

**WHEREAS**, the Declarant and Board of Directors has voted to revise Section 2.6.2 detailing the rules pertaining to the insurance that a Unit Owner shall maintain on his or her Unit and now wishes to amend the Declaration.

**NOW, THEREFORE**, pursuant to the Homeowners' Declaration and the Act, the Declarant hereby declares:

1. The foregoing preambles are incorporated herein and made a part hereof.
2. Amendments

A. Section 2.6.2 of the Homeowners' Declaration is hereby deleted in its entirety and the following substituted in its stead:

2.6.2 The Unit Owner shall maintain the following insurance on his or her Unit:

a. Property insurance insuring against all common risks of direct physical loss. The total amount of insurance after application of any deductibles shall be not less than one hundred (100%) percent of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.

b. Comprehensive general liability insurance, including medical payments, in an amount determined by the Executive Board but not less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit.

c. Contents insurance on the personal property retained in the Unit including any upgrades installed in the unit about the base price. Policy must list the Association as an "Additional Insured".

Proof of such insurance must be provided to the Declarant and/or Association upon purchase of a Unit by the Unit Owner, and shall be provided to the Association annually on or before January 31<sup>st</sup> thereafter.

If proof of insurance is not provided to the Association by January 31<sup>st</sup> of each year, and for each month thereafter that proof is not provided, a seven-day notice Certified Mail/Return Receipt Requested and US Mail Regular Delivery will be sent to the Unit Owner that if proof is not received prior to the end of the seven day period a fine will be imposed as follows: (i) a late fee of \$100.00 for the first month; (ii) for each month thereafter a late fee of \$200.00 per month shall accrue.

If proof of insurance is not provided after three months and late fees are unpaid, the Association shall send Unit Owner a seven-day notice Certified Mail/Return Receipt Requested and US Mail Regular Delivery that if proof is not received and fines are not paid prior to the end of the seven day period, a lien shall be placed upon the Unit.

3. REAFFIRMATION. In all other respects, the Declaration is affirmed and unmodified.

IN WITNESS WHEREOF, this Second Amendment to Homeowners Declaration is filed by Eighty-Four Associates, L.P. on the 2<sup>ND</sup> day of JANUARY, 2015.

ATTEST:

Eighty-Four Associates, L.P.,  
a Pennsylvania limited partnership  
By: The Meritage Group, Inc., General Partner

Julie Allan

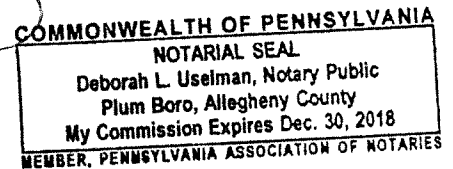
By: J. C. Rumbaugh  
James C. Rumbaugh, President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

BEFORE ME, the undersigned Notary Public, in and for said County and Commonwealth, personally appeared James C. Rumbaugh, who, being duly sworn according to law, deposes and says that he is the President of The Meritage Group, Inc., a Pennsylvania Corporation, which serves as the General Partner of Eighty-Four Associates, L.P., a Pennsylvania Limited Partnership, and that, being authorized to do so, he executed the foregoing Second Amendment to Declaration of Village of Marshall Ridge, a Planned Community, for the purposes contained therein.

Given under my hand and notarial seal this 2<sup>nd</sup> day of JANUARY, 2015.

Deborah L. Uselman  
Notary Public



Mail To:

Debbie Uselman  
The Meritage Group  
772 Pine Valley Drive  
Pittsburgh, PA 15239