



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

Instrument Number: 2015-32087

BK-DE VL-16160 PG-95

Recorded On: October 15, 2015

As-Deed Agreement

Parties: EIGHTY FOUR ASSOCIATES L P

To EIGHTY FOUR ASSOCIATES L P

of Pages: 7

Comment: 3RD AMEND DECLARATION

***** 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

Certified On/By-> 10-14-2015 / Scott Stickman
NOT A DEED OF TRANSFER

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: 2015-32087
Receipt Number: 2983599
Recorded Date/Time: October 15, 2015 09:31:26A
Book-Vol/Pg: BK-DE VL-16160 PG-95
User / Station: M Ward - Cash Station 22

DEBBIE USELMAN
772 PINE VALLEY DR
PITTSBURGH PA 15239



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

Return to:
Sebring and Associates
339 Haymaker Road
Suite 1101, Parkway Bldg.
Monroeville, PA 15146

4

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

Marshall Township, Allegheny County

**Phase 3
&
Revisions to Insurance Requirements**

This Amendment made this 14th day of October, 2015, by Eighty-Four Associates, L.P., a Pennsylvania limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of real property shown on Plats & Plans for the Village at Marshall Ridge, recorded in Plan Book Volume 274, page 141, in the Office of the Department of Real Estate of Allegheny County, Pennsylvania, as may be amended (the "Plan"); and,

WHEREAS, Pursuant to the Declaration of Village at Marshall Ridge, a Planned Community, dated October 19, 2013, recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 15046, Page 57 (the "Declaration"), Declarant created a Planned Community known as "VILLAGE AT MARSHALL RIDGE" ("Planned Community") pursuant to the Uniform Planned Community Act, 68 Pa.C.S.A. §§ 5101, et seq. (the "Act"); said Declaration being amended pursuant to the First Amendment to Declaration, recorded at Deed Book Volume 15517, Page 3833 (the "First Amendment"); said Declaration being amended pursuant to the Second Amendment to Declaration recorded, at Deed Book Volume 15870, Page 207 (the "Second Amendment"); and

WHEREAS, pursuant to the Declaration, those parcels shown in the Plan as Lot Nos. F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9 and Lots 600, 601, 602, 603, 604, 605, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 633, 635, 637, 639, 641, 643, 645, 647, 701, 703, 705, 707, 709, and 711 ("Phase 1") were created into Units (Lots), Limited Common Elements, Common Elements; and

WHEREAS, pursuant to the First Amendment, those portions of the Additional Real Estate shown in the Plan as Lot Nos. 700, 702, 704, 706, 708, 710, 712, 714, 716, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 815, and 817 ("Phase 2") were converted from Additional Real Estate into Units (Lots), Limited Common Elements, Common Elements; and

WHEREAS, pursuant to the Declaration, Declarant now desires to convert into Units (Lots), Limited Common Elements, Common Elements those portions of the Additional Real Estate which is shown in the Plan as Lot Nos. 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, and 950, which are referred to herein as the "Added Real Estate"; and

WHEREAS, the Declarant and Board of Directors has elected 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; and

WHEREAS, all capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to the provisions of the Declaration and of the Act, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Such Added Real Estate (hereafter "Phase 3") consists of Lot Nos. 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, and 950, for a total of 33 additional Lots. With the recording of this Third Amendment, there are a total of 103 Units created in the Planned Community.

2. The term "Additional Real Estate" as defined in the Declaration shall henceforth mean all those portions of the Planned Community, excluding Phases 1, 2 and 3.

3. In accordance with the Declaration, the Percentage Interests appurtenant to each Unit shall henceforth be as set forth in Exhibit "1" attached hereto, which Exhibit "1" is hereby substituted for Exhibit "C" which was attached to the Declaration.

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

2.6.2. Unit Owner Insurance.

a. The Executive Board shall have the power to establish reasonable limits for such coverage and to require all Unit Owners to carry such types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, insurance for loss by casualty as described in section (b) below covering the contents of the Units. All insurance carried by Unit Owners shall comply with the provisions of this Section and shall be carried with insurance companies satisfying the requirements of this Article.

b. EACH UNIT OWNER SHOULD CONSULT WITH A KNOWLEDGEABLE INSURANCE AGENT AND PURCHASE AN APPROPRIATE HOMEOWNER'S POLICY TO PROTECT THE UNIT AND IT'S CONTENTS.

AS THE UNITS AND THEIR CONTENTS ARE NOT COVERED BY THE ASSOCIATION'S INSURANCE POLICIES, IT IS RECOMMENDED THAT UNIT OWNERS OBTAIN AND MAINTAIN THE FOLLOWING MINIMUM COVERAGE:

(i) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance which provides equal or greater protection for the Unit Owners and the holders of Eligible Mortgages, if any, in each case complying with the applicable requirements of this Article. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Units and including the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against "in special form", including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, and debris removal. The amount of any such hazard insurance obtained pursuant to this Article shall be not less than one hundred percent (100%) of the full insurance replacement value of the Unit, including the betterments and improvements to a Unit "in special form" (i.e., one hundred percent (100%) of current "replacement cost"), with "any replacement building cost" and "inflation guard" endorsements, if available.

(ii) Appropriate insurance on all personal property contained in the Unit.

(iii) Appropriate comprehensive general liability insurance 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.

(iii) All insurance obtained by any Unit Owner shall be at his own expense; PROVIDED, HOWEVER, that: (1) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the condominium property at any particular time.

c. 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 31st thereafter.

If proof of insurance is not provided to the Association by January 31st 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.

5. Except as specifically amended hereby, the Declaration, as amended, remains in full force and effect in accordance with its terms.

[Signature Page Attached]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Third Amendment to Declaration as of this 14th day of October, 2015.

ATTEST:

Eighty-Four Associates, L.P.,
a Pennsylvania limited partnership

By: The Meritage Group, Inc.,
General Partner

Freddie Allan

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

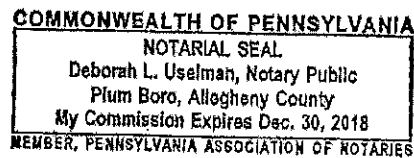
Commonwealth of Pennsylvania)
County of Allegheny) SS:

AND NOW, to-wit, this 14th day of October, 2015, before me, the undersigned officer, a notary public, 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 Third Amendment to Declaration of Village of Marshall Ridge, a Planned Community, for the purposes contained therein.

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

Deborah L. Uselman
Notary Public

My commission expires: Dec 30, 2018



CERTIFICATE OF RESIDENCE

I, the Undersigned, do hereby certify that the precise residence of Declarant is 772 Pine Valley Drive, Pittsburgh, PA 15239.

Witness my hand this 14th day of October, 2015.

J. C. Rumbaugh

EXHIBIT "1"

PERCENTAGE INTERESTS OF EACH UNIT

All Units shall each have a Percentage Interest (each Unit's liability for Common Expenses) in the Common Elements of 0.970% unless Additional Real Estate is added to the Community and/or any Units are subdivided or combined.