



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

Instrument Number: 2020-33604

BK-DE VL-18238 PG-121

Recorded On: November 24, 2020 As-Deed Agreement

Parties: BEACON HILL GARDENS CONDO ASN

To BEACON HILL GARDENS CONDO ASN

# of Pages: 6

Comment: AMEND DEC CONDO

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

Deed Agreement	181.75
	0
	0
Total:	181.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 11-24-2020 / 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: 2020-33604  
 Receipt Number: 3842601  
 Recorded Date/Time: November 24, 2020 10:44:41A  
 Book-Vol/Pg: BK-DE VL-18238 PG-121  
 User / Station: L Manuel - CASH 02

FRED C JUG JR ESQUIRE  
 BRANDT MILNES & REA PC  
 310 GRANT ST SUITE 1109  
 PITTSBURGH PA 15219



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

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**AMENDMENT TO THE DECLARATION OF BEACON HILL GARDENS  
CONDOMINIUM ASSOCIATION**

WHEREAS, the Beacon Hill Gardens Condominium Association is located in the Borough of Wilkinsburg, Allegheny County, Commonwealth of Pennsylvania and was created pursuant to provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S. 3101, *et seq.* by the public recordation of a Declaration of Condominium for this condominium property with said Declaration having been recorded with the Allegheny County Department of Real Estate (formerly known as the Recorder of Deeds Office) at Deed Book Volume 6447 Page 813; and

WHEREAS, pursuant to the Declaration and the terms of 68 Pa. C.S. 3219, an amendment to the Declaration requires an affirmative vote of seventy percent 70% of the votes within the Association. Alternatively, an amendment may be made by an agreement signed and acknowledged by seventy (70%) percent of the Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Recorder of Deeds of Allegheny County. The within amendment satisfies the requirements of the Declaration as the terms set forth herein were approved by a written instrument signed by at least seventy percent (70%) of the Unit Owners.

NOW, THEREFORE, the Declaration of Condominium shall be amended by the addition of the terms and provisions set forth below:

**OWNERSHIP AND LEASING OF UNITS**

Section 1. No person, corporation, family member, or relative or any other entity may own more than ten percent (10%) of all Units in the Association. After an Owner purchases a Unit, such Owner must occupy that Unit for at least eighteen (18) months after the issuance of a Certificate of Occupancy before such Owner is permitted to lease such Unit. Owners who have already occupied their Units for at least eighteen (18) months after the issuance of a Certificate of Occupancy are immediately eligible to lease their Units so long as the Association has not exceeded the 24 Unit threshold described herein.

Section 2. The following shall apply to all leasing of Units:

i. The leasing of all Units shall be subject to the Rules and Regulations of the Association which shall be adopted by the Executive Board. Leases that were in effect prior to the adoption of this Amendment, however, shall be exempt from this provision and considered to be grandfathered until such time as the existing leases expire. Following the expiration of the grandfathered leases, any new leases regarding those Units shall be subject to the terms of this Amendment. Such Owners of Units already being leased shall not have to wait until at least eighteen (18) months after the issuance of a Certificate of Occupancy to lease their Units again. Such Owners, however, must still wait at least eighteen (18) months after the issuance of a Certificate of Occupancy to lease any Units purchased after the date of this Amendment. All Unit Owners not currently leasing their Units shall comply with the terms of this Amendment for any future leases of their Units.

ii. The maximum number of Units that may be leased after the adoption of this Amendment shall be twenty-four (24) Units or twenty percent (20%) percent of the total number of Units.

iii. All leases within the Association shall be subject to the Rules and Regulations which may be amended from time to time. At the time each Owner enters into a lease, or new lease, they shall provide a copy of the Declaration, By-Laws and Rules and Regulations to each tenant. The Owner shall obtain a signed acknowledgement from the tenant acknowledging receipt of the Declaration, By-Laws and Rules and Regulations on a form to be provided by the Property Manager and this acknowledgement must be returned by the Owner to the Property Manager before the tenant occupies the Unit.

iv. The opportunity to lease shall be based on a list comprised of Owners who wish to lease. The first names on the list shall consist of those Owners who are leasing their Unit as of the time of this Amendment. The next names on the list will be filled depending on the time they return a form to the Property Manager which indicates they wish to be on the lease list.

v. Each Unit Owner, following the adoption of this Amendment, shall have the right to be on the list of Units which may be leased, provided that the rental cap of seventeen and twenty percent (20%) is not exceeded, to lease their Unit. This privilege shall be based on the Owner's position on the lease list.

vi. The following regulations shall apply to every lease of a Unit:

a. Each lease shall be for a term of not less than one (1) year.

b. Once the maximum number of leases reaches twenty percent (20%) of the total number of Units in the Association or a total of twenty-four (24) Units that are leased, there shall be no further leasing within the Association until such time as the number of leased Units drops below the twenty percent (20%) threshold or less than a total of twenty-four (24) Units that are leased.

c. At such time when the number of leases within the Association drops below the seventeen and twenty (20%) threshold, the next Units which may be leased will be provided that opportunity based on the list of Unit Owners who are interested in leasing their Unit. It is incumbent upon the Owner wishing to lease their Unit to contact the Property Manager to determine where their names appears on the list and if they are able to lease. The Property Manager will inform the Unit Owner of the opportunity to lease the Unit thereafter. The Unit Owner will then have seven (7) days to indicate whether they wish to lease their Unit. If they decline, their name shall be removed from the lease list or moved to the bottom of the list, at the Owner's option. If this occurs, the opportunity to lease will then be extended to the next name on the lease list. In addition, any Unit Owner who indicates they wish to exercise their option to lease their Unit must produce a signed lease within seventy-five (75) days of their being informed a leasing opportunity exists within the Association. In the event that a Unit Owner does not produce a signed lease within that time-period, their name will be removed from the lease list or moved to the bottom of the list, at the Owner's option, so that other Owners who wish to lease their Unit move up the list and have an opportunity to lease their Unit. Under no circumstance should the total number of leased Units exceed the twenty percent (20%) threshold.

d. Every lease shall be in writing and signed by all parties. A copy shall be given to the Property Manager so it may be retained in the Association's files.

e. A copy of every lease shall be submitted to the Board of Directors. Such lease must contain a provision that: (i) the Unit Owner shall remain responsible for all charges, fees, and assessments made against the Unit; (ii) the tenant will abide by all of the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Association; (iii) the Unit Owner will indemnify the Association against liability and loss for any breach or noncompliance by tenant with the Declaration, By-Laws, or the Rules and Regulations of the Association; (iv) the tenant shall be joint and severally liable with the Owner for any breach of the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Association by either themselves or the Owner; and (v) the Association may seek to collect any and all charges, fees, and assessments made against the Unit from the tenant.

f. The Board of Directors is given the authority to promulgate additional Rules and Regulations relating to the leasing of Units provided that such additional Rules and Regulations are not inconsistent with the provisions of this Article.

g. A lease addendum will be created on an approved form and Owners must submit such addendum with their leases to the Board.

All other aspects of the publicly recorded Declaration of Condominium for this association shall remain unaffected by this Amendment.

IN WITNESS WHEREOF, the undersigned officers of the Beacon Hill Gardens Condominium Association hereby execute the within Amendment this 21<sup>st</sup> day of November, 2020.

Dana Kinsey  
President Dana L. Kinsey

Stephanie Carleton  
Secretary STEPHANIE CARLETON

**CERTIFICATE**

We, Dana L. Kinsey President of the Beacon Hill Gardens Condominium Association, and Stephanie Carleton, Secretary of the Beacon Hill Gardens Condominium Association hereby certify that the foregoing Amendment to Declaration of Condominium of the Beacon Hill Gardens Condominium Association has been consented to by at least seventy percent (70%) of the Unit Owners of this Association entitled to cast a vote at the Beacon Hill Gardens Condominium Association.

Dated this 21<sup>st</sup> day of November, 2020.

President: Dana Kinsey

Secretary: Stephanie Carleton

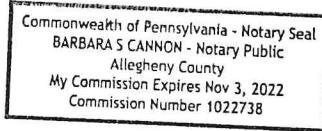
**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

On this, the 21st day of November, 2020, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Dana L. Hinsey, President of the Beacon Hill Gardens Condominium Association, and Stephanie Carleton, Secretary of the Beacon Hill Gardens 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.



Barbara S Cannon

Notary Public

My Commission expires: 11/3/22

Mail To:  
Fred C. Jug, Jr., Esquire  
BRANDT, MILNES & REA, P.C.  
310 Grant Street, Suite 1109  
Pittsburgh, PA 15219