



Allegheny County
Jessica Garofolo
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2023-27198

BK-DE VL-19456 PG-23

Recorded On: October 10, 2023

As-Deed Agreement

Parties: METROPOLITAN SHADYSIDE

To METROPOLITAN SHADYSIDE

of Pages: 5

Comment:

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

Deed Agreement 160.50
0
0
Total: 160.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER

EXEMPT

Value

Certified On/By-> 10-10-2023 / Theresa Greil

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: 2023-27198
Receipt Number: 4294656
Recorded Date/Time: October 10, 2023 02:15:41P
Book-Vol/Pg: BK-DE VL-19456 PG-23
User / Station: T Cook - CASH 04

FRED C JUG JR ESQ
310 GRANT ST
1109 GRANT BUILDING
PITTSBURGH PA 15219



Jessica Garofolo, Director
Rich Fitzgerald, County Executive

**AMENDMENT TO THE DECLARATION OF
METROPOLITAN SHADYSIDE**

WHEREAS, the Metropolitan Shadyside, a condominium association, is located in the 7th Ward of the City of Pittsburgh, County of Allegheny, Commonwealth of Pennsylvania.

WHEREAS, the Metropolitan Shadyside was created when the Declarant, Walnut Neville Commons, L.P., recorded a Declaration at the Allegheny County Department of Real Estate (formerly known as the Allegheny County Recorder of Deeds Office) at Deed Book Volume 13158, Page 323; and

WHEREAS, pursuant to the terms of the Uniform Condominium Act of Pennsylvania and the Declaration and Bylaws of the Metropolitan Shadyside the affairs of the Association are managed by an Executive Board; and

WHEREAS, Article XVI, Section 16.1 of the Declaration provides for the amendment of the Declaration at Metropolitan Shadyside; and

WHEREAS, pursuant to Article XVI, Section 16.1 of the Declaration, a resolution adopting a proposed amendment must bear the approval of sixty-seven (67%) percent of the Unit Owners; and

NOW, THEREFORE, the Declaration of Metropolitan Shadyside is hereby amended as follows:

Section 1: Article VIII, Section 8.1 of the Declaration is hereby deleted and replaced with the following:

8.1. A Unit Owner may not lease, rent, or otherwise permit occupancy of their Unit, except in conformity with the following terms and conditions:

1. A Unit Owner may permit a family member, a live-in partner

or, if the Unit Owner is a trust or an estate, a beneficiary of that trust or estate to reside in or occupy the Unit even if the Unit Owner does not occupy the Unit at the same time.

2. The Unit Owner, however, shall remain liable for any and all damages caused by the actions or inactions of such family member, live-in partner, or beneficiary.
3. The Unit Owner will be responsible for providing the individual occupying the Unit with a copy of the Declaration, Bylaws and all Rules and Regulations of the Association, to which the occupant shall agree to be bound. The Unit Owner will also be jointly and severally liable for any and all breaches of the Association's Declaration, Bylaws and Rules and Regulations, as amended, committed by the occupant of the Unit.
4. The Unit Owner will obtain insurance coverage for any and all damages to the Unit caused by the actions or inactions of the occupant of the Unit. The Unit Owner shall be jointly and severally liable for any damages caused to other Units or Common Elements. The Unit Owner must obtain and maintain liability insurance with sufficient limits to cover claims, including claims involving the negligence, actions and/or inactions of both the Owner and tenant.
5. The Unit Owner agrees that the Unit Owner shall remain responsible for paying all fees, assessments and any other amounts owed to the Association during the any occupancy by a family member, a live-in partner, or a beneficiary. This includes, but is not limited to, the fees related to the occupant moving into or moving out of the Unit as well as any other fines or charges.
6. For purposes of this Amendment, the term "family member" shall conform with Article V Section 5.1.d of the Declaration meaning two or more persons related by blood, marriage or adoption; or a live-in partner.
7. Nothing in this Amendment shall prohibit Unit Owners from utilizing a trust to own a Unit. Moreover, nothing in this Amendment shall prohibit someone from obtaining title to a Unit through an estate.
8. Unit Owners who are leasing or renting their Units at the time of the adoption of this Amendment may continue to do so until

their current lease or rental agreement expires. Following the expiration of their current lease or rental agreement, such Unit Owners shall be subject to the provisions of this Amendment.

Section 2: To the extent of any inconsistency by and between the terms of this Amendment and the Declaration, Bylaws, the Rules and Regulations of Metropolitan Shadyside and/or any other Amendment, the provisions of this Amendment shall prevail. All remaining provisions of the Declaration, Bylaws, Rules and Regulations and all other Amendments of Metropolitan Shadyside shall remain in full force and effective.

ADOPTED this 28th day of September, 2023.

METROPOLITAN SHADYSIDE

Marian R. Block
PRESIDENT

[Signature]
SECRETARY

