



**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
COURTYARDS AT APPLERIDGE**

Adams Township,  
Butler County, Pennsylvania

THIS FIRST AMENDMENT TO DECLARATION is made this 1<sup>st</sup> day of October 2015, by the Courtyards at Appleridge Owners Association, Inc. (the "Association"), a Pennsylvania nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, Appleridge Development, L.L.C., a Pennsylvania limited liability company (the "Declarant"), recorded that certain Declaration of Condominium dated on February 10, 1997 in Deed Book Volume 2783, Page 81, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, (the "Declaration"); and

**WHEREAS**, pursuant to Article XVII, Section 1 of the Declaration, the Declaration may be amended by the consent of Unit owners exercising 67% of the voting power of Unit owners in the Association; and

**WHEREAS**, pursuant to Article XVI, Section 1 of the Declaration, the additional consent of at least 51 % of the votes of Units subject to mortgages from any holder, insurer, or guarantor of a first mortgages who provides a written request to the Association shall be required; and

**WHEREAS**, the Association and its members desire to amend Article VIII of the Declaration to add a provision clearly establishing the manner in which costs to maintain, repair, and replace the Limited Common Elements identified in Article VIII, Section 1 as "structural portions and exterior portions of all buildings" are to be assessed against Units; and

**WHEREAS**, the requisite consent of the Members and any holder, insurer, or guarantor of a first mortgages who has provided a written request, if any, have been obtained.

**NOW THEREFORE**, the Declaration shall be and hereby is amended to read as follows:

1. Article VIII, is amended by adding Sections 4 and 5 which shall read as follows:

Section 4. Assessments for Limited Common Areas. Except as set forth in Section 5 below, all costs for maintenance, repair and replacement of Limit Common Areas shall be assessed in accordance with Section 3314(c) of the Uniform Condominium Act, 68 Pa. C.S.A. § 3314 (c), as amended.

**Section 5. Assessments for Roofs, Gutters, and Downspouts.**

(A) All costs for maintenance and repair of roofs, gutters, and downspouts for the buildings that do not exceed \$1,500 per individual item of maintenance or repair for an individual Unit shall be a common expense assessed against all Units as part of the Annual Operating Assessment, or as a Special Assessment or Annual Unit Type Assessment.


(B) All costs for maintenance and repair of roofs, gutters, and downspouts for the buildings that exceed \$1,500 per individual item of maintenance or repair for an individual Unit and/or for the replacement of a roof shall be a limited common expense assessed as a Special Assessment in equal shares against the Units to which that Limited Common Area was assigned at the time the expense was incurred or in equal shares against the Units benefited.

2. Except as modified herein, the Declaration shall continue in full force and effect.

**IN WITNESS WHEREOF**, the undersigned officer of the Courtyards at Appleridge Owners Association, Inc. hereby certifies that the foregoing First Amendment to Declaration of Condominium for Courtyards at Appleridge has been approved as of day and year first above written.

**COURTYARD AT APPLERIDGE  
OWNERS ASSOCIATION, INC.**

By:



Linn Noah, President

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Allegheny )

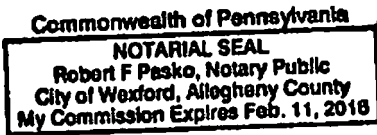
SS:

On this 1<sup>st</sup> day of October, 2015, before me, the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared, Linn Noah, who acknowledged himself to be the President of the Courtyards at Appleridge Owners Association, Inc., a Pennsylvania nonprofit corporation, and that he, as such President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as such President, and desired that the same might be recorded as such.

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

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



Mail To: Thomas H. Ayooob, III, Esquire  
Thomas H. Ayooob III & Associates, LLC  
710 Fifth Avenue – Suite 2000  
Pittsburgh, PA 15219



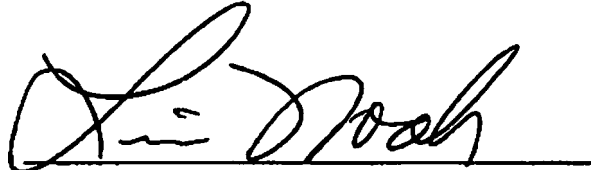
I hereby CERTIFY  
that this document is  
recorded in the  
Recorder's Office  
of Butler County,  
Pennsylvania

  
Michele M. Mustello - Recorder of Deeds

AFFIDAVIT

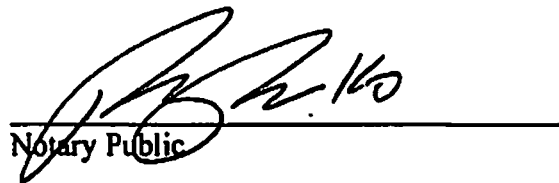
I, Linn Noah, being duly sworn according to law, depose and say the following:

1. I am the President of the Courtyards at Appleridge Owners Association, Inc.
2. Unit Owners representing at least 67% of the voting power of Unit Owners in the Association have voted in favor of amending Article VIII of the Declaration as set forth in the First Amendment to Declaration of Condominium for Courtyards at Appleridge.
3. The additional consent of at least 51 % of the votes for Units subject to mortgages from any holder, insurer, or guarantor of a first mortgages who has provided a written request to the Association has been obtained.



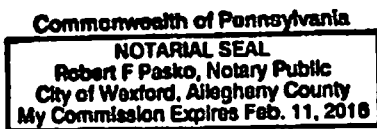
Linn Noah, President  
Courtyards at Appleridge Owners  
Association, Inc.

WITNESS my hand and notary seal this 1<sup>st</sup> day of October 2015.



Notary Public

My Commission Expires:





*Appleridge*  
Homeowners' Association

12630 Perry Highway  
Wexford, PA 15090

October 2015

To All Appleridge Homeowners:

On September 29, 2015, Appleridge owners approved the FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR COURTYARDS AT APPLERIDGE. The vote was 51 Approved, 4 Disapproved. 17 owners did not vote by proxy or at the meeting. 48 owners (67 percent) were required to approve the Amendment for passage.

The Appleridge Board of Directors is pleased with the adoption of the Amendment because it accomplishes two objectives:

1. It formalizes assessments for repair, maintenance, and replacement of Limited Common Components (e.g., components shared or benefitting less than all owners such as roofs and driveways). They will be assessed in accordance with Pennsylvania law. That is, the one or four owners who benefit from these Limited Common Components will be assessed for the cost.

*Without the Amendment it would be a relatively simple matter for a future Board to decide that the cost of, say, a roof replacement should be borne by all owners. This would result in at least a doubling of our quarterly assessments. Owners who may have already paid for a new roof would then be required to pay for the replacement of other owners' roofs.*

2. Make allowed exceptions to Pennsylvania law to use HOA capital reserve funds (or a special assessment) for minor (less than or equal to \$1,500) maintenance and repairs to roofs, gutters and downspouts.

*Without the Amendment, the HOA would be bound by Pennsylvania law to assess the individual owner for minor repairs and maintenance of roofs, gutters and downspouts. It has been the practice of the HOA to pay for these costs and the Board wishes to formalize this practice.*

The passage of the Amendment assures the implementation of the decision of the Board and desires of a majority of owners with regard to what Appleridge components should be paid for by all owners (the HOA) and which should be paid for by an individual owner.

The Board relied on the professionally done Full Capital Reserve Study and the recommendation of the Appleridge Capital Reserve Advisory Group. Their decision was approved by an overwhelming majority of homeowners who attended the last annual meeting.

The decision means that only about \$26 of your monthly assessment is budgeted for the capital reserve fund while the remainder of \$194 is budgeted for operating expenses. Had the decision been made to fund both projected common and limited common expenses, the amount for capital reserve amount would have had to be about \$200 making your monthly assessment (capital reserve plus operating budget) about \$420.

While the HOA has responsibility of repair, replacement, and maintenance of just about everything external to your unit, cost responsibility is determined by what category of component is involved.

Replacement, repair, enhancement, and maintenance of **common** components would normally be paid for from the HOA capital reserve funds. If the projected balance of capital reserves is insufficient to pay for projected common component costs, you may be assessed for an amount in addition to your regular assessment or your regular assessment may increase.

Replacement, repair, and maintenance of **limited common** components are paid for by you, the homeowner. There are exceptions. Most notable, the \$1,500 maximum borne by the HOA as a common expense to pay for minor roof (including dormers), gutter, and downspout repair or replacement. There are others at the prerogative of the Board.

The generic definition of a common component is one used by or one that benefits all members of a condo community. A limited common component is one that is used by or one that benefits less than all members of a condo community.

Here is a list of common and limited common components that this Board has identified.

### **Common Components**

Roads, Cul-de-sacs, Parking Components, Water catch basins, Landscaping in common Components (lawns, shrubs, trees, and green space components), Mailbox station/pads

### **Limited Common Components**

Roofs, Dormers, Gutters, Downspouts, Chimney exteriors, Chimney caps, Soffit, Facia, Skylights, Windows, Doors, Driveways, Courtyards, Decks, Patios, Fences, Gates, Railings, Sidewalks, Light Poles, Light Fixtures, Brick Exterior Walls, Masonry, Garage Doors, Utility Lines (water, gas, electric) whether above or below ground

### **APPLERIDGE BOARD OF DIRECTORS**

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Gene Cutuly, vice president, unit 1802, [gcutuly@zoominternet.net](mailto:gcutuly@zoominternet.net), cell: 412-600-3588

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