



Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2012-23232

BK-DE VL-14999 PG-359

Recorded On: September 05, 2012 As-Deed Agreement

Parties: FOX WAY COMMONS ASN

To FOX WAY COMMONS ASN

# of Pages: 7

Comment: AMEND TO DECLARATION

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

Deed Agreement 82.50  
Pages > 4 2  
Names > 4 0  
Total: 82.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 09-05-2012 / S B
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: 2012-23232  
Receipt Number: 2175081  
Recorded Date/Time: September 05, 2012 12:31:54P  
Book-Vol/Pg: BK-DE VL-14999 PG-359  
User / Station: M Ward - Cash Station 25

LISA M BURKHART ESQ  
1109 GRANT BLDG  
310 GRANT ST  
PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive



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**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR FOX WAY COMMONS ASSOCIATION**

Fox Way Commons Association is a Pennsylvania non-profit corporation, and the Association of Unit Owners of a planned community located in the City of Pittsburgh, 17<sup>th</sup> Ward, Allegheny County, Pennsylvania, enacted by the recording of a Declaration of Covenants and Restrictions for Fox Way Commons at the Allegheny County Recorder of Deeds Office at Deed Book Volume 9366, Page 4401, on December 14, 1994; and

WHEREAS, the Declaration of Covenants and Restrictions for Fox Way Commons provides, at Article VII, Section 7.2, that the Declaration may be amended upon approval of at least two-thirds (2/3) of the votes of the Voting Members; and

WHEREAS, the Board of Directors of Fox Way Commons believes that it is in the best interest of the Association to restrict leasing of Units for the purpose of maintaining the residential character of Fox Way Commons; and

WHEREAS, at a duly called Meeting of the Voting Members, the within Amendment was approved by at least two-thirds (2/3) of the votes of the Voting Members; and

WHEREAS, this Amendment shall have no effect on the seven (7) Units which are currently occupied by non-Unit Owners, conditioned upon timely compliance with the reporting requirements set forth below. Upon satisfaction of the reporting requirements, these Units may continue to be leased until such time as the Unit is transferred or sold for any reason; and

NOW, THEREFORE, upon an affirmative vote of at least two-thirds (2/3) of the Voting Members, the Declaration of Covenants and Restrictions for Fox Way Commons is hereby amended as follows:

81309 DRE Certified  
05-Sep-2012 12:25P\Int By: S B

Section 1: The above recitals are incorporated herein by reference.

Section 2: Article VI, Section 6.3a(ii) only, is hereby deleted in its entirety and replaced with the following Article VI, Section 6.3a(ii):

"Section 6.3 Control of Use.

\* \* \* \*

(ii) Leasing.

(A) Commencing as of July 26, 2012, no Dwelling Unit may be rented (or non-Unit Owner occupied) for a period of two (2) consecutive years following the purchase thereof. The Dwelling Unit must be occupied by at least one (1) Unit Owner of record. The occupancy of a Unit by an individual or individuals other than those residing with a record Unit Owner shall be deemed a lease, regardless of whether rent or other consideration is exchanged.

(B) Occupancy of a Unit by an immediate family member of the record Unit Owner(s) shall not be deemed a lease and shall be permitted. An immediate family member is defined as a Unit Owner's parents, grandparents, children or step-children.

(C) No more than nine (9) Units may be leased at any given time, with the exception that the Board of Directors, at its sole discretion, may grant a hardship request thereby resulting in more than nine (9) Units being rented. Upon the Board's receipt of a hardship request which would result in the lease of more than the maximum number of Units, the Board has the unquestioned authority to request proof of a hardship from the Unit Owner(s).

(D) Any Unit which is the subject of a validly executed Lease as of July 26, 2012, may continue to be leased until the said Unit is transferred or sold conditioned upon the following reporting requirements. All absentee Unit Owners must provide the following information to the Property Manager **by August 15, 2012:**

- (1) Current contact information for all record Unit Owners;
- (2) Current contact information for all residents or occupants of the Unit; and
- (3) A copy of the current Lease.

Failure to meet these requirements on or before August 15, 2012 will result in a waiver of the absentee Unit Owners' grandfathered leasing rights and these Owners. These Units are counted toward the nine (9) maximum Units to be leased.

(E) All leases (including the occupancy of a Unit by an individual or individuals other than those residing with a record Unit regardless of whether rent or other consideration is exchanged) are subject to the following, regardless of the number of Units being leased:

(1) All requests to lease a Unit must be submitted to the Board of Directors for pre-approval along with a draft lease. Approval of a lease shall be at the sole discretion of the Board of Directors, which approval shall not be unreasonably withheld.

(2) The Unit Owner is required to perform a credit and background check for any proposed tenant and/or non-Unit Owner occupant and submit the results of the same to the Board of Directors within seven (7) days of the date of notification that the Unit may be leased pursuant to this Amendment. If the Unit Owner fails to submit a credit and/or background check within this timeframe, the Board of Directors shall have the right, but not the obligation, to order a credit and/or background check and assess the cost of the same against the Unit Owner. The Unit Owner shall be responsible to immediately satisfy this assessment regardless of whether the Board of Directors accepts or rejects the proposed tenant. The Board of Directors has the right, within its sole discretion, to reject a proposed lease based upon the information obtained from said investigation and/or based upon the Unit Owner's failure to obtain and submit the results of the credit and/or background check.

(3) All leases must be in writing for a term of no less than one (1) year.

(4) The landlord/Unit Owner, at his or her sole expense, must provide the tenant and/or occupant with a complete copy of the governing documents and all duly adopted amendments thereto. Any breach of the governing documents of the Association by a tenant or non-Unit Owner occupant shall be deemed a breach of the lease. All leases shall contain a provision that tenant and/or occupant acknowledges receipt of the governing documents from the landlord/Unit owner and agrees to be bound thereby.

(5) A landlord/Unit Owner that has entered into a lease after obtaining the requisite pre-approval by the Board of Directors, must provide the Property Manager with a fully executed copy of the lease, and any renewals, within ten (10) days of execution.

(6) The landlord/Unit Owner shall be obligated, at his or her sole expense, to enforce the tenant and/or occupant's compliance with the governing documents.

(7) Landlord/Unit Owner and tenant/occupant shall be jointly and severally liable for any violations of the governing documents and/or damage to the Common Areas by the tenant/occupant or their guests and invitees.

(8) The Unit may only be occupied by the individual(s) that are a party to the lease. The maximum number of individuals occupying a Unit shall be no more than the maximum number of occupants permitted by the Ordinances of the City of Pittsburgh.

(F) Once the maximum number of leased Units has been reached, the Association will establish a Leasing Waiting List, upon the following terms and conditions:

(1) All requests to place a Unit on the Leasing Waiting List must be made in writing to the Board of Directors and delivered to the Property Manager.

(2) The order of the waiting list will be established based upon seniority of the Unit Owner (i.e. giving seniority to the Unit owned the longest). The "date of purchase" shall be deemed the last date in which a Deed was recorded. When there is a transfer of ownership, for any reason whatsoever, the new owner(s) go to the bottom of the list.

(3) Those Unit Owners purchasing a Unit after July 26, 2012 may not apply for the waiting list until they occupy said Unit for a period of at least two (2) years as set forth in Paragraph (A) above. Such requests will be disregarded.

(4) Once the number of Units being leased at any one time decreases below nine (9), the Property Manager will immediately notify the next Unit Owner on the waiting list. Said Unit Owner will then have thirty (30) days from the date of notification to submit a draft lease to the Board of Directors for their approval. If the Unit Owner fails to submit a proposed lease within thirty (30) days, the Unit will be placed back on the Leasing Waiting List. If the Board of Directors is not satisfied with the

credit and/or background check of the proposed tenant/occupant, the Unit Owner shall have an additional thirty (30) days from the date of notification to submit another proposed tenant/occupant. The Unit Owner shall only be able to provide one (1) alternative proposal. If the second proposed tenant/occupant shall be rejected by the Board of Directors (said approval not to be unreasonably withheld), the Unit will be placed back on the Leasing Waiting List and the next Unit Owner on the list will be notified.

(G) The Board of Directors may adopt additional reasonable Rules and Regulations regarding leasing of Units at the Fox Way Commons Association, to be amended from time to time. “

Section 3: Except to the extent of any inconsistency herewith, the terms and provisions of the Declaration of Covenants and Restrictions and the By-Laws of Fox Way Commons Association shall remain in full force and effect. To the extent of any inconsistency with the terms herewith, the terms and provisions of this Amendment shall prevail.

ADOPTED this 25th day of July, 2012.

Brady Dutcher  
\_\_\_\_\_  
President  
Fox Way Commons Association

Matthew J. [Signature]  
\_\_\_\_\_  
Secretary  
Fox Way Commons Association

**CERTIFICATE**

We, Brady Lutsko, President of the Fox Way Commons Association, and Matthew Steve, Secretary of the Fox Way Commons Association hereby certify that the foregoing Amendment to the Declaration governing the Fox Way Commons Association has been consented to by at least two-thirds (2/3) of the Voting Members entitled to cast a vote at the Fox Way Commons Association.

Dated this 25<sup>th</sup> day of July, 2012.

[Signature]  
\_\_\_\_\_  
President

[Signature]  
\_\_\_\_\_  
Secretary

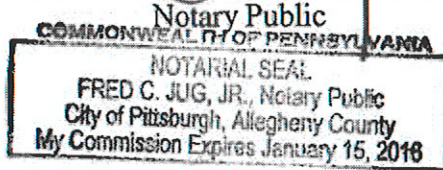
**ACKNOWLEDGEMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

On this, the 25<sup>th</sup> day of July, 2012, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Brady Lutsko President of Fox Way Commons Association, and Matthew Steve, Secretary of Fox Way Commons 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.

[Signature]  
\_\_\_\_\_  
Notary Public



Mail To:  
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310 Grant Street  
Pittsburgh, PA 15219