



60 2010 00031337

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

Instrument Number: 2010-31337

BK-DE VL-14441 PG-272

Recorded On: November 29, 2010 As-Deed Agreement

Parties: LINKS HOMEOWNERS ASN INC

To LINKS HOMEOWNERS ASN INC

of Pages: 6

Comment: 2ND AMEND DECL COV COND

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

Deed Agreement	80.50
Pages > 4	1
Names > 4	0
Total:	80.50

Realty Transfer Stamp

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

Department of Real Estate Stamp

Certified By-> R B
ON 11-29-2010 AT 01:16p
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: 2010-31337
 Receipt Number: 1719178
 Recorded Date/Time: November 29, 2010 01:20:46P
 Book-Vol/Pg: BK-DE VL-14441 PG-272
 User / Station: B McAdams - Cash Super 07

THOMAS H AYOOB III & ASSOCIATES
 710 FIFTH AVE STE 2000
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
Dan Onorato, County Executive

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS APPLICABLE TO**

THE LINKS

Pine Township,
Allegheny County, Pennsylvania

THIS SECOND AMENDMENT TO DECLARATION is made this 17th day of NOVEMBER 2010, by the Links Homeowners Association, Inc. (the "Association"), a Pennsylvania nonprofit corporation.

WITNESSETH:

WHEREAS, on September 22, 1992, Trees Development Company, a Pennsylvania general partnership (the "Declarant"), and the Links Development Associates, a Pennsylvania general partnership (the "Developer"), recorded that certain Declaration of Covenants, Conditions, and Restrictions Applicable to the Links ("the Declaration") in Deed Book Volume 8813, Page 447, in the Department of Real Estate of Allegheny County, Pennsylvania; and

WHEREAS, an Amendment to the Declaration was made and recorded in Deed Book Volume 9533, page 193, changing Article XI, Section 11.2 as to the Computation of Base Assessment, and Article XI, Section 11.3 as to Reserve Budget and Capital Contribution; and

WHEREAS, pursuant to Article XV, Section 15.4(b)(vi) of the Declaration, the Declaration may be amended by the consent of Members representing 67% of the total Class "A" votes in the Association; and

WHEREAS, pursuant to Article XV, Section 15.4(b)(vi) of the Declaration, the additional consent of Eligible Holders of first Mortgages on Units to which at least 51 % of the votes of Units subject to a Mortgage appertain is required; and

WHEREAS, the Association and its members desire to amend the Declaration and change the provisions of the Declaration referring to costs and responsibility for repairs of Areas of Common Responsibility; and

WHEREAS, the requisite consent of the Members and the Eligible Holders, if any, have been obtained.

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

1. Article VI, Section 6.1 is amended by striking section 6.1 in its entirety and replacing it with the following:

6.1 Association's Responsibility. The Association shall maintain and keep in good repair, or cause the Owners to maintain and keep in good repair, the Area of Common Responsibility, which shall include, without limitation:

(a) the exterior surfaces of all Units, including, without limitation, any brick, siding, or other exterior facade, any roof surfaces, underlayment or roof decking, any driveways, sidewalks, patios, decks and any shutters, trim, soffits, gutters, downspouts, or other exterior fixtures, except exterior lighting. In addition, the Association shall be responsible for painting or staining, as appropriate, and replacement, if needed, of exterior window, door and skylight units and frames, including entry and garage door units. The Association shall have no responsibility for keeping driveways, sidewalks patios or decks neat and clean, or for the maintenance, repair or replacement of any glass surfaces except when the entire window, door or skylight unit requires replacement;

(b) all landscaping and other flora, ponds, open space, structures, and improvements, including, without limitation, any walls or fences, sidewalks streetlights, entry monuments, signage and parking areas, situated upon the Common Area;

(c) landscaping and other flora and signage within any public utility easement or right-of-way within the Properties (subject to the terms of any easement agreement relating thereto) unless responsibility therefore has been assigned to or assumed by the Community Association pursuant to the Community Declaration;

(d) such portions of any additional property as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall have no responsibility for maintenance of landscaping, or for replacement of landscaping materials, plants or trees which are damaged or destroyed due to disease, weather conditions or other causes beyond the Association's reasonable control, except to the extent that the Board expressly agrees to assume responsibility for such maintenance or replacement, respectively.

The Association shall have no responsibility for repairs to or replacement of irrigation systems lying within the boundaries of any Unit except to the extent expressly assumed by the Board.

Any costs associated with maintenance, repair and replacement of the Area of Common Responsibility performed by the Association and benefitting fewer than all of the Units shall be in equal shares assessed exclusively against the Units on which such maintenance, repair and/or replacement is performed as a Specific Assessment under the provisions of Section 11.5.

Notwithstanding any other provision in this Declaration, the Association reserves the right to require that any maintenance, repair and/or replacement of the Area of Common Responsibility benefitting fewer than all of the Units shall be performed by the Owners whose Units benefit from the maintenance, repair, and/or replacement at such Unit Owners sole cost and expense. If the Association exercises this right, the Owners of the Units benefitting from such maintenance, repair, and/or replacement shall be responsible to perform the required maintenance, repair and replacement. Prior to commencing any such maintenance, repair and/or replacement, the Owners shall submit to the Board for its prior written approval a written proposal containing the detailed plan of the proposed maintenance, repair, and/or replacement which shall include a description of the materials and labor. The Board shall approve or deny the proposal within thirty (30) days after the receipt of such proposal; and the maintenance, repair and/or replacement shall commence only after the Board's approval.

All costs associated with maintenance, repair and replacement of Area of Common Responsibility that benefits all of the Unit Owners shall be a Common Expense to be allocated among all Units as part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

The Association and the unit Owners shall perform their maintenance responsibilities hereunder in a manner consistent with the Community-Wide Standard as set forth in Section 6.3. In the event that the Association fails to maintain such a standard of performance, the Community Association shall be authorized to assume the maintenance responsibilities of the Association hereunder and under the Community Declaration and to assess all costs thereof to the Owners as a Neighborhood Assessment pursuant to Article X of the Community Declaration.

2. Article XI, Section 11.5 is amended by striking the reference to "Section 6.1(a)" and replacing it with the reference to "Section 6.1."

AFFIDAVIT

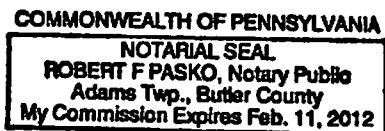
I, Thomas J. Hemming, being duly sworn according to law, depose and say the following:

1. I am the President of The Links Homeowners Association, Inc.
2. Members representing at least 67% of the total Class "A" votes in the Association have voted in favor of amending Articles VI and XI of the Declaration as set forth in the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions Applicable to The Links.
3. The additional consent of Eligible Holders of first Mortgages on Units to which at least 51 % of the votes of Units subject to a Mortgage appertain has been obtained.

Thomas J. Hemming

Print Name: Thomas J. Hemming
President, The Links Homeowners Association, Inc.

WITNESS my hand and notary seal this 17th day of November 2010.



Robert F. Pasko
Notary Public



Specialists In Operations for Planned Community Developments

To: All Links Residents

From: Robert F. Pasko

Date: December 6, 2010

Subject: **2nd Amendment to the CCR's**

Attached is the second amendment to the Declaration of Covenants, Conditions and Restrictions for the Links that was recently recorded in the Allegheny County Recorder of Deeds office. I would suggest that you place this amendment with your other important papers and store in a secure location.

If you have any questions or need any additional information, please do not hesitate to call me at 724-625-8095.