



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

Instrument Number: 2016-24150

BK-DE VL-16488 PG-291

Recorded On: August 04, 2016 As-Deed Agreement

Parties: FIRST CITY TREESDALE PARTNERS L P

To FIRST CITY TREESDALE PARTNERS L P

# of Pages: 5

Comment: 1ST AMEND TO DEC

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

Deed Agreement	162.00
	0
	0
Total:	162.00

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 08-04-2016 / S B

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: 2016-24150  
 Receipt Number: 3114675  
 Recorded Date/Time: August 04, 2016 02:38:40P  
 Book-Vol/Pg: BK-DE VL-16488 PG-291  
 User / Station: R Aubrecht - Cash Super 06

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



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

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE LANDINGS AT TREESDALE CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION is made this 1st day of August, 2016, by The Landings at Treesdale Condominium Association (the "Association"), a Pennsylvania nonprofit corporation.

**WITNESSETH:**

**WHEREAS**, First City Treesdale Partners, L.P., a Pennsylvania limited partnership (the "Declarant"), recorded that certain Declaration of Condominium of The Landings at Treesdale Condominium on October 4, 2000 in Deed Book Volume 10882, Page 462, in the Office of the Department of Real Estate of Allegheny County, Pennsylvania, (the "Declaration") for property situate in Pine Township, Allegheny County, Pennsylvania; and

**WHEREAS**, pursuant to Article V, Section 5.1 of the Declaration, the Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Uniform Condominium Act, 68 Pa. C.S.A. § 3219 and the express provisions of the Declaration; and

**WHEREAS**, pursuant to Article V, Section 5.2 of the Declaration, in the case of an amendment of the Declaration requiring the consent of Unit Owners pursuant to Section 3219 (a) or (d) of the Act, no Unit Owner's vote shall be valid in the absence of the written consent to such amendment by the holder of the Delivered Mortgage, if any, with respect to such Unit, but only if the Delivered Mortgage requires such consent; and

**WHEREAS**, the Association and its members desire to amend Article III of the Declaration to classify roofs as a Limited Element and to add a provision to Article IX of the Declaration treating Fifty percent (50%) of the cost of a roof replacement as a Limited Common Expense to be assessed against the benefitted Unit and the other Fifty percent (50%) of the cost of a roof replacement as a General Common Expense to be paid by the Association and not assessed against the benefitted Unit; and

**WHEREAS**, the requisite consent of the Members and any holder of a Delivered Mortgage as defined in the Declaration, have been obtained.

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

1. Article III is amended by deleting the first sentence of Section 3.1 and replacing it with the following sentence: "In addition to the Limited Common Elements described in Section 3202 of the Act, the Limited Common Elements appurtenant to a Unit shall include the roof, gutters, downspouts, patio, driveway and sidewalk (or portion thereof, if applicable) solely serving such Unit."

2. Article II is amended by adding Section 2.5 which shall read as follows:

**Section 2.5 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 General Common Expense to be paid by the Association.

(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 shall be a Limit Common Expense and assessed against such Unit which that Limited Common Element was appurtenant at the time the expense was incurred.

(c) Fifty percent (50%) of the cost of replacing a roof, gutters, and downspouts shall be a General Common Expense to be paid by the Association and the other fifty percent (50%) of the cost of replacing a roof, gutters, and downspouts shall be treated as a Limit Common Expense and assessed against such Unit which that Limited Common Element was appurtenant at the time the expense was incurred.

(d) All costs for maintenance, repair and replacement of skylights or the like, shall be a Limit Common Expense and assessed against such Unit which that Limited Common Element was appurtenant at the time the expense was incurred.

3. This Amendment is effective as of January 1, 2014.

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

**IN WITNESS WHEREOF**, the undersigned officer of The Landings at Treesdale Condominium Association hereby certifies that the foregoing First Amendment to Declaration of Condominium has been approved effective as of day and year above written.

**THE LANDINGS AT TREESDALE  
CONDOMINIUM ASSOCIATION**

By: 

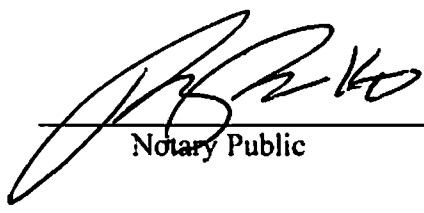
Print Name: Richard L Stover

Title: President

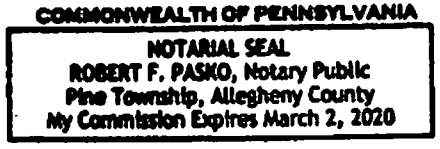
COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 1st day of August, 2016, before me, the subscribed, a Notary Public in and for the State and County aforesaid, personally appeared, Richard L. Stover, who acknowledged himself/herself to be the President of The Landings at Treedale Condominium Association, a Pennsylvania nonprofit corporation, and that he/she, 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/herself 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

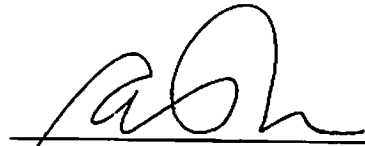
My Commission Expires:




AFFIDAVIT

I, Richard L Stover, being duly sworn according to law, depose and say the following:

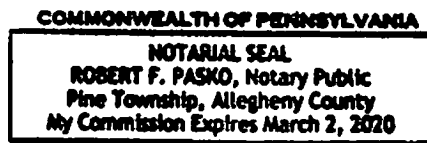
1. I am the President of The Landings at Treesdale Condominium Association.
2. Unit Owners representing 67% of the Percentage Interests in the Association have voted in favor of adopting the First Amendment to Declaration of Condominium of The Landings at Treesdale Condominium.
3. At the time of the vote, there were no Delivered Mortgages as defined in the Declaration.

  
Richard L Stover, President  
The Landings at Treesdale Condominium  
Association

WITNESS my hand and notary seal this 1<sup>st</sup> day of August 2016.

  
Notary Public

My Commission Expires:



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