

A

AMENDMENT TO THE DECLARATION OF PLANNED COMMUNITY
OF SOUTHERN VALLEY COMMONS PLANNED COMMUNITY

WHEREAS, Southern Valley Commons Services Association is a planned community located in Adams Township and Cranberry Township, Butler County, Pennsylvania, and was enacted in accordance with the provisions of the Uniform Planned Community Act of Pennsylvania, 68 Pa. C.S. 5101, et seq., by the recording of a Declaration of Planned Community of Southern Valley Commons Planned Community at the Butler County Recorder of Deeds Office on July 12, 2004, at Instrument No. 200407120022712; and

WHEREAS, the operations of the Association are handled by an Executive Board and the Executive Board has determined that it may be in the best interest of the Association to restrict future leasing of Units for the purpose of maintaining the quality of residential living at Southern Valley Planned Community; and

WHEREAS, Article XXI, Section 21.1, of the Declaration of Planned Community of Southern Valley Commons Planned Community provides that the Declaration may be amended by a vote of at least sixty-seven (67%) percent of the Association; and

WHEREAS, the within Amendment to Declaration of Planned Community of Southern Valley Commons Planned Community was voted upon affirmatively by no less than sixty-seven (67%) percent of those entitled to cast a vote at the Southern Valley Commons Services Association; and

WHEREAS, the within Amendment shall have no effect on those Units which are currently the subject of a validly executed lease and said Units may continue to be leased until the earlier of a transfer or sale of the Unit or upon the Unit not being leased for a period of six (6) consecutive months as more fully defined herein.

NOW, THEREFORE, the Declaration of Planned Community of Southern Valley

Commons Planned Community as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: The Declaration of Planned Community of Southern Valley Commons

Planned Community is hereby amended by adding the following Article XXVII:

“ARTICLE XXVII

Leasing Limitations.

27.1 LEASE LIMITATION. The number of Units that may be leased at any one time is hereby restricted. No more than ten (10%) percent of the total number of Units (i.e. seventeen 17 Units) may be leased at any one time. No Unit Owner, or Owners if jointly held, or any one entity or trust, may hold title to more than two (2) rental Units at any given time. The Executive Board or the Association’s managing agent shall maintain a leasing waiting list and will immediately notify the next Unit Owner on the waiting list when the number of Units being leased has decreased below ten (10%) percent of the total units. All requests to be placed on the waiting list must be in writing and delivered to the Property Manager. The order of the waiting list will be established based upon the date that the request is received by the management office. Upon notification that leasing is available to the next owner on the list, the Owner will be required to provide a copy of his or her proposed lease to confirm that it is no less than a three (3) month lease term and must complete a lease registration form.

For purposes of this limitation, any occupancy of a Unit by an individual or individuals except those residing with a record Unit Owner shall be deemed a lease of the Unit whether rent or other consideration is exchanged.

27.2 EXCEPTIONS TO LEASE LIMITATIONS.

(a) Immediate Family Exception. Any lease by and between a Unit Owner and their children, parents and/or grandparents shall not constitute a lease. However, said occupants shall remain subject to all rules and regulations of the Association.

27.3 GRANDFATHERED LEASING RIGHTS. All current Unit Owners as of the effective date of this Amendment may continue to lease their Unit until the earlier of when the Unit is transferred and/or sold or the Unit does not have a current and valid lease for a period of six (6) consecutive months. When any Unit which is the subject of a lease is transferred and/or sold or does not have a current and valid lease for a period of six (6) consecutive months, it shall forfeit the grandfathered leasing rights and the Unit Owner thereof must request to be placed on the leasing waiting list if the maximum number of Units which may be leased is met. Those

Units which are the subject of the grandfathered leasing rights defined herein shall count toward the ten (10%) percent maximum described in 27.1 above, and those Units that are purchased subsequent to the effective date of this Amendment shall not be leased or occupied by non-Unit Owners until such time as the number of leased Units falls below the maximum of ten (10%) percent.

27.4 VIOLATIONS. Any violation under this Article XXVII shall result in the following fines after notice to the Unit Owner and an opportunity to be heard:

- (a) A fine in the amount of \$500.00 will be assessed against any Unit which is rented or leased without notice the approval of the Association and/or in violation of subparagraph 27.1 above. An additional fine of \$500.00 per month will be assessed for each successive month in violation.
- (b) A fine in the amount of \$500.00 will be assessed against any Unit which is sublet. An additional fine of \$500.00 per month will be assessed for each successive month in violation.
- (c) A fine in the amount of \$300.00 will be assessed against any Unit which has a change in occupancy without a new lease and lease registration form being submitted to the Association within thirty (30) days of the lease effective date. An additional fine of \$300.00 per month will be assessed for each successive month in violation. After ninety (90) days, the Unit will be removed from the approved leasing list and will lose its grandfather privileges.

27.5 LEASING RULES AND REGULATIONS. The following shall apply to all leases, whether exercising grandfathered leasing rights or otherwise:

- (i) All leases shall be in writing for a term of no less than three (3) months.
- (ii) A copy of the lease and the lease registration form shall be furnished to the Executive Board before execution to ensure the term is no less than three (3) months. Please note that the supplied lease does not have to disclose the actual monthly lease payment.
- (iii) A fully executed copy of the lease registration form and the lease shall be furnished to the management company within ten (10) days of execution thereof.
- (iv) The Unit Owner is responsible for providing their tenants/occupants with a current copy of the Declaration, By-Laws and Rules and Regulations, and any amendments thereto, and a default thereof shall constitute a default in the terms of the Lease Agreement.

- (v) The lease shall contain a clause that any violation of the Association's governing documents constitutes a breach of the Lease Agreement. The Association, for the benefit of the Association and every Unit Owner, has the rights of enforcement of any lease directly against the Tenant(s) including, but not limited to, the right to terminate any lease by reason of violations of the provisions of the lease, the Declaration, By-Laws or Rules and Regulations of the Association.
- (vi) Landlord and Tenant(s) shall be jointly and severally liable for any damage to the Common Elements and Limited Common Elements caused by Tenant(s) and their guests and invitees.
- (vii) No unit or part thereof shall be rented or used for transient or hotel purposes, which are defined as, (a) a rental under which occupants are provided customary hotel services such as room service and similar services; or (b) a rental to roomers or boarders. No lease may be of less than an entire Unit.

27.6 ANNUAL ADMINISTRATIVE FEE. An annual administrative fee will be assessed against the unit owner of each rental unit or unit which is available for rent each January. This fee will be determined by the actual cost of administration and will be reviewed by the Executive Board on an annual basis. The annual administrative fee shall not apply to Units occupied by immediately family members pursuant to Section 27.2 above. The annual administrative fee shall be deemed to be a delinquent assessment if not paid within thirty (30) days of the date such fee is assessed, and shall be subject to the applicable provisions of the Act and the Declaration, Code of Regulations/ By-laws and the Rules and regulations governing the Association, with respect to delinquent assessments.

27.7 SUBLETTING PROHIBITED. No Unit may be sublet at any time.

THIRD: The Executive Board may adopt additional Rules and Regulations pertaining to leasing not inconsistent with the terms hereof.

FOURTH: This Amendment shall become effective upon recording.

FIFTH: Except to the extent of any inconsistency with the terms of this Amendment, all remaining provision of the Declaration of Condominium of Planned Community of Southern Valley Commons Planned Community shall remain in full force and effect.

In witness whereof, this Amendment is hereby dully adopted this 15 day of November 2016.

Southern Valley Commons Planned Community:

PRESIDENT

SECRETARY

CERTIFICATE

We, PAUL ANZALDI, the President of Southern Valley Commons Planned Community, and Chris Miller, the Secretary of Southern Valley Commons Planned Community, hereby certify that the foregoing Amendment has been consented to by Sixty-Seven (67%) Percent of the Unit Owners entitled to cast a vote at Southern Valley Commons Planned Community.

Dated this 15 day of November, 2016.

Southern Valley Commons Planned Community:

PRESIDENT

SECRETARY

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)



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

Michele M. Mustello
Michele M. Mustello - Recorder of Deeds

On this, the 15 day of November, 2016, before me, a Notary Public, the undersigned officer, personally appeared PAUL ANZALDI, the President of Southern Valley Commons Planned Community, and Chris Miller Secretary of Southern Valley Commons Planned Community, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]
Notary Public

Return to:
Lisa M. Burkhart
Brandt, Milnes & Rea, P.C.
1109 Grant Building, 310 Grant Street
Pittsburgh, PA 15219

