

Beliefonte 122 East High Street Bellefonte, PA 16823 T: 814 355 8235 F: 814 355 1304 State College 919 University Drive State College, PA 16801 T: 814 231 1860 F: 814 231 1860

Please reply to: Bellefonte Office

The second secon

January 8, 2015

Donald Leslie Greenwich Hill 3221 Shellers Bend, Unit 840 State College, PA 16801

RE: Amendment to Declaration: Leasing

Dear Don:

I am enclosing with this letter the duly recorded Amendment to the Declaration of Condominium for Greenwich Hill. This is the Amendment that sets forth the policy on the leasing of units.

You will see that the Amendment was recorded on December 9, 2014 in Centre County Record Book 2154, page 407. You should keep this Amendment with the Condominiums other important documents. Should it ever become lost or destroyed a certified copy can be obtained from the Recorder of Deeds Office.

Very Truly Yours,

Jeffrey W. Stover

JWS/cjs/010815.dl Enclosures: Amendment

Cc: John Hanna, Continental Real Estate

## Centre County Recorder Of Deeds

414 Holmes Street Suite 1 Bellefonte, PA 16823 814-355-6801



R02154/0407 5 pages

Instrument # 439

## Header Page

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STOVER MCGLAUGHLIN GERACE WEYANDT & MCCORMICK 122 E HIGH STREET BELLEFONTE PA 16823



### AMENDMENT TO DECLARATION OF CONDOMINIUM

GREENWICH HILL, a Condominium

Ferguson Township, Pennsylvania

Pursuant to the Provisions of the Pennsylvania Uniform Condominium Act,

68 Pa.C.S. Section 3101, et seq., as amended

# AMENDMENT TO DECLARATION OF CONDOMINIUM GREENWICH HILL, a Condominium

This amendment is made this 2 day of October, 2014, to the Declaration of Condominium of Greenwich Hill, a condominium, by the Greenwich Hill Condominium Association, Inc. (hereinafter referred to as "Association").

### WITNESSETH

WHEREAS, pursuant to a certain declaration of condominium dated August 23, 2005, and executed by Walker Land Development, Inc. (hereinafter "Developer"), and recorded in the office of the Recorder of Deeds of Centre County, Pennsylvania in Centre County Record Book 1865, page 728, Declarant submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. Section 3101, et seq., as amended (1993) (hereinafter referred to as the "Act"), certain real estate, described in the Declaration, located in Fergusson Township, Centre County, and known as "Greenwich Hill Condominium"; and

WHEREAS, the Association now desires to amend the Declaration of Condominium with respect to the ability of unit owners to lease their units; and

WHEREAS, on September 3, 2014, notice of the proposed amendment was sent to all unit owners, and the said amendment was approved by 77% of the owners of units in Greenwich Hill; and

WHEREAS, the Executive Board, upon receipt of the vote off the unit owners, passed a motion to amend the Declaration of Condominium in accordance with the provisions of the Declaration of Condominium and the Act.

NOW, THEREFORE, pursuant to the Declaration of Condominium and the Act, the Association, with the assent of at least 67% of the current unit owners, and with the approval of the Executive Board, hereby amends Article IV, Section 4 of the Declaration by deleting the original language in its entirety, and replacing the language of that section as follows:

#### SECTION 4 - LEASING

It is intended that Greenwich Hill be an owner-occupied association.

- A. No unit may be purchased to be used as a rental unit. Any Unit that is leased as of October 14, 2014 can continue to be used as a rental property for so long as that owner owns the property, whether a particular lease expires or not. The Unit Owner can continue to lease the "grandfathered" property until such time as the Unit becomes owner-occupied or sold is sold to a new owner. The renewal of any such lease must comply with these conditions.
- B. No Unit may be used as a corporate apartment.
- C. In the event of special circumstances, Unit Owners or their Power of Attorney may present a written request to the Board of Directors requesting permission to lease for a period of not more that 12 months. Special circumstances may include but are not limited to estate settlement issues, health issues, temporary job assignment or unanticipated events that create hardship. Requests for home exchange on a short term basis are also subject to review and approval by the Board. "Home exchange" is defined as a mutually agreed upon exchange of residences between two individuals such as two faculty members while on sabbatical.
- D. No unit may be leased without first obtaining the approval of the Board of Directors
- E. All leases of Units must be in writing.
- F. All leases of Units must be for the entire Unit.
- G. All fees and assessments for the Unit must be kept current.
- H. Units shall be occupied as a residence for the use of one (1) family. A family shall consist of:: 1.) persons who are related by blood, marriage or adoption, or 2.) no more than two (2) unrelated persons. At least one (1) member of a family must be of legal age.
- I. No more than one (1) animal or pet will be permitted to any Lessee.
- J. All leases of Units must be approved by the Board of Directors prior to the effective date of the lease. In reviewing a lease for approval, the Board shall confirm that the lease complies with the following language:

1. The lease should be for not less than six (6) months and not more than twelve (12) months. The Board in its discretion for good cause shown may extend the lease for up to an additional twelve (12) months.

2. Any lessee(s) shall be subject to the same provisions of the Declaration, By-Laws and duly promulgated rules and regulations of the condominium as are

the owners of the Units.

3. The Lessee is subject to all provisions as affect the Unit Owner with regards to possession, use and occupancy, and shall abide with all of the rules, regulations, By-Laws and the Declaration (as amended) of the association. Failure of the Lessee to comply with such provisions can result in termination of the lease by the Board.

4. The Lessee will be provided with a copy of, or be provided access to, the covenants, conditions, and restrictions set forth in the Declaration as well as

the By-Laws, rules, and regulations or the condominium.

5. The Unit Owner is responsible for the payment of all fees and assessments of the condominium association. The Lessee is not liable for the Unit Owner's failure to pay such fees and assessments.

K. The Board of Directors must act to approve or disapprove a lease within fourteen (14)

days of receiving a written copy of the lease.

L. The renewal of leases must be approved in the same manner as new leases.

Except as specifically amended hereby, the Declaration shall remain in full force and effect, and all items used herein shall have the meaning set forth and shall be interpreted in accordance with the Declaration.

IN WITNESS WHEREOF, the said Greenwich Hill Condominium Association has caused it name to be signed to these presents by its president of the Executive Board in this 14<sup>th</sup> day of October, 2014.

GREENWICH HILL CONDOMINIUM ASSOCIATION

President of Executive Board

	}
COUNTY OF CENTRE	<b>)</b>
On this 30 day of 3014, before me, a notary public, the undersigned officer, personally appeared 12014 Western who acknowledged himself to be the President of the Executive Board of the Greenwich Hill Condominium Association, and in that capacity being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name thereon.	
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.  Notary Public  COMMONWEALTH OF PENNSYLVANIA  Motarial Seal  Jeffrey W. Stover, flotary Public Itelletonic Boro, Centre County Hy Commission Expires April 26, 2017  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	

COMMONWEALTH OF PENNSYLVANIA}