



R 02250-0671 May 29, 2020

Hunters Ridge Condominium Association Inc
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05/29/2020
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Joseph L. Davidson
RECORDER OF DEEDS

Electronically Recorded / Submitted by Simplifile

AMENDMENT TO DECLARATION OF CONDOMINIUM

HUNTERS RIDGE,

A Condominium

Borough of State College, Centre County, Pennsylvania

Pursuant to the Provision of the Pennsylvania Uniform Condominium Act

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

AMENDMENT TO DECLARATION OF CONDOMINIUM

HUNTERS RIDGE, a Condominium

This amendment is made this 21st day of MAY, 2020, to the Declaration of Condominium of Hunters Ridge, a Condominium, by the Hunters Ridge Condominium Association, Inc. (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, pursuant to a certain declaration of condominium dated June 19, 1990, and executed by DW&A, Inc., (hereinafter "Declarant"), and recorded in the office of the Recorder of Deeds of Centre County, Pennsylvania in Centre County Record Book 532, page 157, 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 the Borough of State College and known as "Hunters Ridge 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 MARCH 19, 2020, notice of the proposed amendment was sent to all unit owners, and the said amendment was approved by 75 % of the owners of units in Hunters Ridge Condominium; and

WHEREAS, on MARCH 31, 2020, a letter along with the proposed amendment was sent to the holders of all mortgages that encumber the units in Hunters Ridge Condominium and directed the mortgage holders to either signify their consent or objection to the proposed

amendment within 45 days, and more than 50% of such mortgage holders signified their consent, either expressly or by implication; and

WHEREAS, the Executive Board, upon receipt of the vote of the unit owners and mortgage holders, 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 75% of the current unit owners, and with the approval of the Executive Board, hereby amends Article IV, Section 4. of the Declaration by replacing that provision in its entirety with the following language:

“ARTICLE IV, Section 4. Of the Hunters Ridge Condominium desires to restrict the leasing of units, and therefore the following restrictions shall apply:

Section 4. Leasing.

- a. No unit may be purchased to be used as a rental unit. Any Unit that is leased as of MAY 21, 2020 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 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. No Unit may be used as part of a home exchange program, including without limitation use as an Airbnb or any similar rental program;

- d. In the event of special circumstances, Unit Owners or their Power of Attorney may present a written request to the Executive Board requesting permission to lease for a period of not more than 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;
- e. No unit may be leased without first obtaining the approval of the Executive Board;
- f. All leases of Units must be in writing;
- g. All leases of Units must be for the entire Unit;
- h. All fees and assessments for the Unit must be kept current;
- i. Units shall be occupied as a residence for the use of one (1) family. A family shall consist of: 1.) two adult persons who are related by blood, marriage or adoption, and their children, or 2.) no more than two (2) unrelated adult persons, and their children.
- j. All leases of Units must be approved by the Executive Board 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 twelve (12) 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.

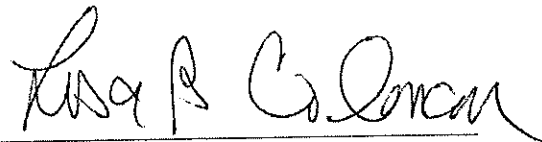
4. The Lessee will be provided with a copy of, or be provided access to, the covenants, conditions, and restrictions set forth in the Declaration as well as the By-Laws, rules, and regulations or the condominium.
 5. The Unit Owner is responsible for the payment of all fees and assessments of the condominium association. The Lessee is not liable for the Unit Owner's failure to pay such fees and assessments.
- k. The Executive Board must act to approve or disapprove a lease within fourteen (14) days of receiving a written copy of the proposed 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 Hunters Ridge Condominium Association, Inc. has caused its name to be signed to these presents by its president of the Executive Board in this _____ day of 5 - 22, 2020.

HUNTERS RIDGE
CONDOMINIUM ASSOCIATION, INC.

By:



President of the Executive Board

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this 22 day of MAY, 2020, before me, a notary public, the undersigned officer, personally appeared LISA COLEMAN, President of the Executive Board of Hunters Ridge Condominium Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within indenture, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Jennifer Altland
Notary Public

