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

Instrument Number: 2012-35337

BK-DE VL-15116 PG-352

Recorded On: December 31, 2012 As-Deed Agreement

Parties: GEORGETOWNE HOMEOWNERS ASN

To GATEWAY LAND L L C

# of Pages: 38

Comment: AMENDMENT

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

Deed Agreement	144.50
Pages > 4	33
Names > 4	0
Total:	144.50

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

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

Certified On/By-> 12-31-2012 / K 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: 2012-35337  
 Receipt Number: 2261839  
 Recorded Date/Time: December 31, 2012 11:19:21A  
 Book-Vol/Pg: BK-DE VL-15116 PG-352  
 User / Station: S Kubiak - Cash Super 01

GOEHRING RUTTER & BOEHM  
 DONALD J PALMER ESQUIRE  
 437 GRANT ST 14TH FL  
 PITTSBURGH PA 15219-6107



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
GEORGETOWNE PLAN OF LOTS  
PINE TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA**

This Amendment to Declaration of Covenants, Conditions, and Restrictions For Georgetowne Plan of Lots, Pine Township, Allegheny County, Pennsylvania is made this 17th day of December, 2012, by the GEORGETOWNE HOMEOWNER'S ASSOCIATION, a Pennsylvania nonprofit corporation, hereinafter referred to as the "Association".

**WITNESSETH:**

**WHEREAS**, by Declaration of Covenants, Conditions and Restrictions for Georgetowne Plan of Lots, Pine Township, Allegheny County, Pennsylvania, effective as of October 18, 2002, and recorded in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 11490, page 406 (the "Declaration"), Gateway Land, L.L.C., a Pennsylvania limited liability company (the "Declarant"), submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S § 5101 et seq. (the "Act"), certain real property located in the Township of Pine, Allegheny County, Pennsylvania as described in the Declaration and shown on the Georgetowne Plan recorded in the Department of Real Estate of Allegheny County, Pennsylvania at Plan Book Volume 234, Pages 89 to 92, as amended; and

**WHEREAS**, the Declarant has divested itself of control of the Board of Directors of the Association; and

**WHEREAS**, Section 11.5 of Article XI of the Declaration provides that the Declaration may be amended by a vote of not less than three-fourths (3/4) of all Lot Owners; and

**WHEREAS**, the Board of Directors of the Association desires to amend the Declaration to, inter alia, change certain provisions set forth therein related to insurance and to make certain other modifications thereto, all as set forth below; and

**WHEREAS**, at a properly scheduled meeting of the Association held on November 14, 2012, not less than three-fourths of the Lot Owners in the Georgetowne Plan of Lots voted to approve the amendments to the Declaration as set forth below.

**NOW THEREFORE**, intending to be legally bound hereby, the Association hereby amends the Declaration as set forth below

1. The definition of "Common Areas" as set forth in Article I, Section 1.5, of the Declaration is hereby amended to state as follows:

Section 1.5 "Common Areas" shall mean and refer to all Property, improvements, appurtenances and facilities owned or leased or to be owned or leased by the Association which are intended or available for the common use and enjoyment of all

members of the Association, including but not limited to the private access road(s), all entryway signage, all open space, all stormwater basins and detention facilities, and all sidewalks. The operation of the Common Areas will be conducted by the Association.

2. The definition of "Common Area Expenses" as set forth in Article I, Section 1.6 of the Declaration is hereby amended to state as follows:

Section 1.6 "Common Area Expenses" shall mean and refer to the administrative, repair, maintenance and improvement costs and expenses for the Common Areas and any and all expenditures made or liabilities incurred by or on behalf of the Association for the benefit of the Members of the Association, together with any allocation to reserves.

3. Article II of the Declaration, titled "Property Rights", shall be amended by deleting from Section 2.1, Section 2.2, and Section 2.4 each reference set forth therein to the term "Open Space" and by inserting in each of their stead a reference to the term "Common Areas".

4. Article IV of the Declaration, titled "Covenant for Assessments" shall be amended by deleting from Section 4.1 and subparagraphs (1) and (2) thereof all references to the term "Open Space" and by inserting in their stead a reference to the term "Common Areas".

5. Article V of the Declaration, titled Insurance, shall be deleted in its entirety and the following shall be inserted in its stead:

#### ARTICLE V - Insurance

5.1 "Controlled Facilities". For purposes of this Article V only, the term "Controlled Facilities" shall mean and refer to each Lot and any Living Unit located thereon, and consisting of:

- (a) the accessible yard of each Living Unit which shall include all areas of the Lot on which the Living Unit is located except for the physical boundaries of the Living Unit erected thereon;
- (b) driveways located within the boundaries of the Lot;
- (c) any approved fencing located within the Lot;
- (d) any deck or patio located on the Lot; and
- (e) buildings, structures, fixtures, equipment, pipes, ducts, components (including but not limited to stoops, stairs and railings) and all finishing materials, including roofing, including any surface finishing application, siding and appurtenances thereto including soffits, eaves, vents, gutters and downspouts, and all exterior lighting

fixtures whether attached to the structure or free standing (such as light posts) of Living Units.

**Section 5.2 "Association Coverage".** The Board of Directors shall obtain and maintain, to the extent reasonably available, all of the following insurance coverages, in form and content and with such insurers acceptable to the Board of Directors in the sole discretion of the Board of Directors:

- (a) Blanket property insurance for all insurable improvements comprising the Common Areas and Controlled Facilities with coverage to be provided on an open perils basis or its equivalent. If open perils coverage is not reasonably available, then at a minimum an insurance policy providing broad perils coverage shall be obtained. The total amount of insurance after application of any deductibles shall at all times in an amount sufficient to cover one hundred (100%) percent of the current replacement cost of any repair or reconstruction in the event in the event of damage or destruction from any insured hazard (exclusive of land, foundations, footings, excavations and other items normally excluded from coverage) as determined from time to time by the insurer.
- (b) Comprehensive general liability insurance insuring the Association, its Board of Directors, and its Manager, with such limits as the Board of Directors may determine, providing coverage for liability for bodily injury and property damage. The amount of such liability insurance policy purchased must be no less than the greater of (i) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, or (ii) one million dollars, for bodily injury, including death of persons, and property damage, arising out of a single occurrence.
- (c) Directors and officers liability insurance in such amount as the Board of Directors may determine is prudent.

If such insurance is not maintained by the Association, the Board of Directors shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Members.

**Section 5.3 "Other Insurance Carried by the Association".** The Association may also purchase and maintain contractual liability insurance, errors and omissions coverage, contractual liability insurance, fidelity bonds, and such other insurance as the Board of Directors may determine is prudent and in the best interests of the Association and its Members.

**Section 5.4 "Premiums and Costs of Insurance".** Premiums for all insurance purchased and maintained by the Association, fees and expenses of the insurance trustee, if any, and the cost of any appraisal that the Board of Directors deems advisable to obtain

in connection with any insurance, shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of real property coverage insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. All such premiums and costs shall be a Common Area Expense. Deductible payments shall be the responsibility of the effected Member. The Association may make further and additional rules and regulations pertaining to the insurance to be provided hereunder and the manner in which deductible payments are allocated.

Section 5.5 "Policy Terms Of Association Coverage". All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties. Such insurance shall be governed by provisions hereinafter set forth:

- (a) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;
- (b) Each real property coverage policy shall have ordinance and law coverage;
- (c) Each policy shall be for the benefit of the Association, the Members and Mortgagees providing financing on the Common Areas or Controlled Facilities, as their interests may appear;
- (d) The insurer waives its right to subrogation under the policy as to the Association, its officers and directors, and all Members.
- (e) No act or omission by any Member, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (f) The casualty insurance policy shall have a deductible amount no greater than the lesser of ten thousand (\$10,000.00) dollars or one percent of the policy face amount.
- (g) If at the time of a loss under the policy there is other insurance in the name of a Member, occupant, or mortgagee covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with other insurance.
- (h) The insurer shall issue certificates or memoranda of insurance to the Association and, upon request, to any Member. The insurance may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association and each Member to whom a certificate or memorandum of insurance has been issued.

**Section 5.6 "Proceeds from Association Coverage".** Any loss covered by the real property coverage policy under Section 5.2 shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a mortgage or trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Member and lienholders as their interests may appear. Subject to the provisions of Section 5.8, the proceeds shall be disbursed first for the repair or restoration of the damage to the Common Areas and Controlled Facilities.

**Section 5.7 "Insurance Representative; Power of Attorney.** There may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor trustee, who shall have exclusive authority to negotiate losses under such policy. Each Member, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for the Association, Members and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Member, and their respective first mortgage holders, and the Association, and runs with the land and is coupled with an interest.

**Section 5.8 "Disposition of Association Insurance Proceeds".** In the event that any portion of the Property for which insurance is maintained by the Association shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used for payment. In the event that the improvements forming a part of the Common Areas or Controlled Facilities, or any part thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds shall be insufficient to pay the cost of the repair, restoration, or reconstruction, then the Association shall make the repairs, restoration, or reconstruction of the damaged or destroyed Common Areas or Controlled Facilities at the expense (to the extent not covered by insurance) of all Members as a Common Area Expense. The cost of repair, restoration, or reconstruction of those portions of the Property in excess of insurance proceeds and reserves shall be a Common Area Expense. Nothing set forth herein shall obligate or require the Association, and the Association shall not be obligated or required, to repair, restore, or reconstruct the interior of any Living Unit. All repairs, restoration, or reconstruction of or to the interior of a Living Unit shall be the responsibility of the Owner of the Living Unit and not the Association.

Section 5.9 "Member Insurance". Each Member or occupant may insure his Living Unit for all losses to his Living Unit, including losses not covered by the insurance maintained by the Association due to a deductible provision or otherwise. Each Member shall inure the Member's Living Unit except as insurance is provided by the Association in accordance with the Act or the Declaration. An insurance policy issued to the Association shall not prevent an Owner from obtaining insurance for the Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's insurance.

Without limiting the foregoing, a Member or occupant may obtain insurance against liability for events occurring within a Living Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Member or occupant. PLEASE NOTE: IT IS THE MEMBER'S RESPONSIBILITY TO OBTAIN INSURANCE RELATING TO THEIR PERSONAL PROPERTY ON, IN, AND AROUND THEIR LIVING UNIT. THE ASSOCIATION WILL NOT PROVIDE OR PURCHASE A POLICY FOR THE MEMBER'S PERSONAL PROPERTY LOCATED ON, IN, OR AROUND THEIR LIVING UNIT.

Section 5.10. "Waiver of Subrogation". The Association's open perils insurance policy shall waive subrogation against Members.

Section 5.11. "Maintenance". Except as set forth above in Section 5.7, nothing in this Article V shall alter or amend the provisions concerning maintenance set forth in Article VI of the Declaration.

6. Article XI of the Declaration, titled "General and Miscellaneous Provisions", shall be amended by deleting Section 11.5, titled "Amendment", in its entirety and by inserting in its stead the following:

Section 11.5. "Amendment". This Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of seventy-five percent (75%) of the Members, unless unanimous consent of the Members is required by the Act. Notwithstanding the foregoing, the Board of Directors may effect an appropriate corrective amendment of the Declaration without the approval of the Members where such technical correction is permitted by the Act. Any amendment which pertains to any municipal rule, regulation or ordinance or which pertains to any matter previously imposed by the Township of Pine shall only be so amended with the written consent of the Township of Pine. Any amendment hereto must be recorded and shall take effect immediately upon its recordation, or as may be otherwise provided therein.


7. Attached hereto and marked as Exhibit "A" is a document containing the signatures of at least three-fourths (3/4) of the Members evidencing their approval of the Amendments to the Declaration set forth in this instrument.

8. Except as specifically amended hereby, the Declaration remains in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF** the President of the Board of Directors of the Association has executed this Amendment the day and year first above written.

ATTEST:

**GEORGETOWNE HOMEOWNER'S  
ASSOCIATION, a Pennsylvania  
nonprofit corporation**

  
\_\_\_\_\_

BY: John R Anke  
Name: JOHN R. ANKE  
Title: President

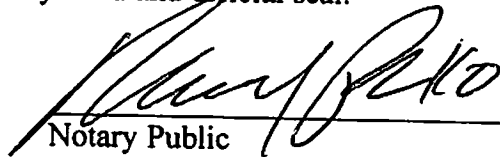


COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF ALLEGHENY )

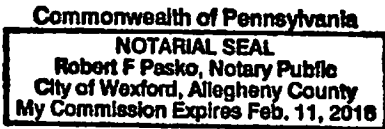
SS:

AND NOW, to-wit, this 17<sup>th</sup> day of <sup>December</sup> ~~November~~, 2012, before me, the undersigned officer, a notary public, personally appeared JOHN R. ANKE an individual, and who, being duly sworn according to law, deposes and says that he is the President of the GEORGETOWNE HOMEOWNER'S ASSOCIATION, a Pennsylvania nonprofit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as President of the Georgetowne Homeowners Association.

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

  
Notary Public


My Commission Expires:



CERTIFICATE OF RESIDENCE

I, Robert Pasko, the Undersigned, do hereby certify that the precise mailing address for the Association is 12300 PERRY HWY STE 211, WEXFORD, PA 15090

Witness my hand this 17 day of ~~November~~ <sup>December</sup>, 2012.

  
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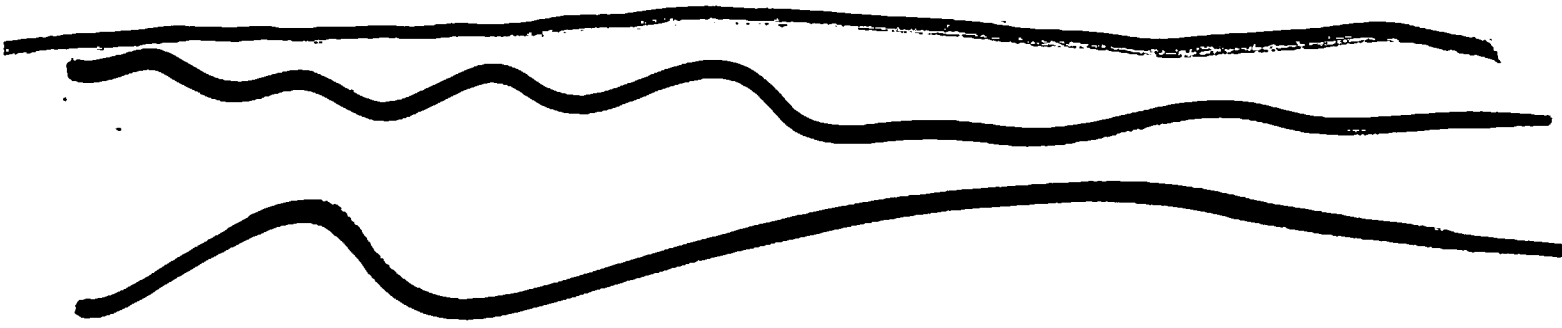


EXHIBIT "A"

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
FOR  
GEORGETOWNE PLAN OF LOTS  
PINE TOWNSHIP, ALLEGHENY COUNTY,  
PENNSYLVANIA**

Mail to:

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