

AMENDMENT TO THE BY-LAWS OF
SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.,
A Pennsylvania Non-Profit Corporation



WHEREAS, Sandy Brae Community Services Association, Inc., is a Planned Community, located in Canonsburg, Washington County, Pennsylvania; and

WHEREAS, Sandy Brae Community Services Association, Inc. was declared pursuant to the provisions of the Uniform Planned Community Act of Pennsylvania, 68 P.a. C.S. §§5101 - 5414, as then in effect; and

WHEREAS, the Board of Directors of Sandy Brae Community Services Association, Inc. believe that it is in the best interest of the Association to amend the By-Laws, in limited part, to effectuate certain regulations pertaining to the leasing of Units; and

WHEREAS, the Board of Directors of Sandy Brae Community Services Association, Inc. has drafted the within Amendment to achieve this purpose; and

WHEREAS, the By-laws of Sandy Brae Community Services Association, Inc., at Article XIII, provide that the By-laws may be amended at a regular or special meeting of the Members, by an affirmative vote of a majority of a quorum of Members present in person or by proxy.

NOW, THEREFORE, after obtaining an affirmative vote of the requisite number of Members, the Sandy Brae Community Services Association, Inc., hereby amends the By-Laws as follows:

Section 1: The By-Laws are hereby amended, in limited part, by adding the following Article XV:

ARTICLE XV. Leasing Regulations.

All units at Sandy Brae shall be subject to the following conditions and restrictions regarding the leasing or rental of any unit in Sandy Brae. For the purpose of these regulations, the terms "rent" and "lease" are used interchangeably.

A. The maximum number of units that shall be leased or rented at any one time shall be ten (10) percent.

B. The privilege of leasing a unit shall be based upon seniority of unit ownership. The Property Manager shall compile a list (the "lease list") of homeowners who wish to lease or who are currently leasing their unit(s) by giving the number one listing to the unit owner who has owned his unit for the longest consecutive period of time. The second name on the lease list shall be the unit owner who has the second longest period of ownership and so on. Unit Owners owning more than one leased unit shall be listed on a unit basis in the order of the purchase date of the leased units.

C. Notwithstanding the maximum number of units to be leased at any one time as set forth in Subparagraph A above, any unit that is the subject of a valid lease as of the effective date of these regulations may continue to be leased until transferred or sold. For purposes of this section, a transfer for estate planning purposes shall be exempt and the said unit shall retain its right to lease. However, if any of the leased units referenced in this paragraph should not have a current and valid lease or should remain unoccupied for a period of six (6) consecutive months, then that unit

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TOTAL: \$60.00

shall lose its grandfathered leasing rights granted by this Amendment. The unit owner must then place the unit on the leasing list and follow the procedures set forth herein.

D. No unit, when acquired by a new owner, may be leased to a tenant before one (1) year has elapsed from the date of purchase unless the tenant is a member of the homeowner's immediate family. Immediate family is defined as the unit owner's spouse, children, stepchildren, siblings, parents, stepparents, grandchildren, grandparents, step-grandchildren, or step-grandparents.

E. Except as set forth herein, the lease limitations shall not be applicable to a lease by and between immediate family members. Immediate family member is defined as the unit owner's spouse, children, stepchildren, siblings, parents, stepparents, grandchildren, grandparents, step-grandchildren, or step-grandparents. If both Husband and Wife own a unit then this definition applies to both of them. These leases shall be exempt from the Lease Regulations established herein, except to the extent that they are required to comply with the provisions of the Association's governing documents.

F. The following regulations shall apply to every lease of a unit:

(1) Every lease shall be in writing and signed by all parties. A copy of every lease and lessee contact information shall be given to the Property Manager within five (5) business days of its execution. A copy of all leases in effect at the time of adoption of these regulations shall be provided to the Property Manager within ten (10) business days.

(2) A lease shall be for a term of not less than one (1) year nor more than two (2) years.

(3) No unit may be the subject of a sublease or assignment under any circumstances.

(4) All Leases shall contain a provision that a breach of the Bylaws or Regulations of the Association shall also constitute a breach of said Lease.

(5) All leases must contain provisions that (i) the unit owner shall remain responsible for all charges, fees, and assessments against the unit; (ii) the unit owner has given the tenant(s) a copy of the most recent Bylaws and Regulations of the Association, (iii) the tenant(s) shall abide by all provisions of the Bylaws and Regulations of the Association; and (iv) the unit owner shall indemnify the Association against liability and loss for any breach or noncompliance by the tenant(s) of the Bylaws and Regulations of the Association. The signature of the unit owner and tenant(s) on the lease shall attest to these provisions.

(6) The Board of Directors has the authority to reject a lease for any reason whatsoever, which is reasonable under the circumstances, at its discretion. This authority shall be at the sole discretion of the Board of Directors.

(7) The Board of Directors is given the authority to implement additional rules and regulations relative to the leasing of units from time to time as it sees fit.

Section 2: In all other respects, the By-laws of Sandy Brae Community Services Association, Inc., and all other governing documents, are confirmed and shall remain in full force and effect.

CERTIFICATE

We, Rae Fussell, President of Sandy Brae Community Services Association, Inc. and Suzanne Bittolo, Secretary of Sandy Brae Community Services Association, Inc., hereby certify that the foregoing Amendment to the By-laws of Sandy Brae Community Services Association, Inc. has been consented to by at least a majority of a quorum of Members present in person or by proxy at a regular or special meeting of the Members.

Dated this 1st day of February, 2012, Sandy Brae Community Services Assoc. Inc.

[Signature]
PRESIDENT

[Signature]
SECRETARY

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON

On this 1st day of February, 2012, before me a Notary Public the undersigned officers, Rae Fussell, President and Suzanne Bittolo, Secretary of Sandy Brae Community Services Assoc. Inc. both known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument acknowledge that they executed the same for the purposes therein contained.

Witness my hand and notarial seal.

[Signature]
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rinaldo A. Acri, Notary Public
West View Boro, Allegheny County
My Commission Expires Aug. 11, 2013
Member, Pennsylvania Association of Notaries