

Allegheny County
Jessica Garofolo
Division of Real Estate
Pittsburgh, PA 15219



60 2025 00004921

Instrument Number: 2025-4921

BK-DE VL-19965 PG-315

Recorded On: March 04, 2025

As-Deed Agreement

Parties: MOUNT LEBN MAIN LINE HOMEOWNERS ASN

To SEMPER CONSTRUCTION INC

of Pages: 24

Comment: DEC COVENENTS C & R

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

Deed Agreement 181.75
0
0
Total: 181.75

Realty Transfer Stamp

Division of Real Estate Stamp:

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	
Not a Deed of Transfer	0.00
	0.00

Certified On/By-> 03-04-2025 / Theresa Greil
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Division 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: 2025-4921
Receipt Number: 4446208
Recorded Date/Time: March 04, 2025 11:58:21A
Book-Vol/Pg: BK-DE VL-19965 PG-315
User / Station: L Sulecki - CASH 03

FRANK A PETRICH ESQ
100 LANCASTER AVE
PITTSBURGH PA 15228



Jessica Garofolo, Director
Sara Innamorato, County Executive

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FIFTH AMENDMENT AND RESTATEMENT OF
THE MT. LEBANON MAIN LINE
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

This Fifth Amendment and Restatement Declaration of Covenants, Conditions and Restrictions, made this 28th day of January, 2025, by the Mt. Lebanon Main Line Homeowners Association, a Pennsylvania non-profit corporation, hereafter referred to as "Association".

WITNESSETH:

WHEREAS, Semper Construction, Inc., a Pennsylvania corporation that started the development of that certain parcel of land in the Municipality of Mt. Lebanon, County of Allegheny, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto; and,

WHEREAS, said land was developed as a planned residential development called Mt. Lebanon Main Line, and said land was made subject to the covenants, conditions, easements, restrictions, charges, and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing thereon; and,

WHEREAS, the land for which development has been completed and sold or conveyed to various Owners is described in Exhibit "B" attached hereto; and,

WHEREAS, Semper Construction, Inc. has previously conveyed or sold to the Association all the land described in Exhibit "C" attached hereto; and,

WHEREAS, Developer had recorded the original Declaration of Covenants, Conditions and Restrictions with the Recorder of Deeds of Allegheny County, which Declaration is recorded in Deed Book Volume 7856, Page 1 et. seq., and the FIRST AMENDMENT AND RESTATEMENT OF THE MT. LEBANON MAIN LINE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as recorded in Deed Book Volume 10069 page 473 et seq., and the SECOND AMENDMENT AND RESTATEMENT OF THE MT. LEBANON MAIN LINE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as recorded in Deed Book Volume 10361 page 97 through 127; and the Third Amendment and Restatement of the Mt, Lebanon Main Line Declaration of Covenants, Conditions and Restrictions, as recorded in Deed Book Volume 11819, page 546 et seq; and

WHEREAS, Developer had deemed it desirable, for the efficient preservation of the values and amenities in said the Mt. Lebanon Main Line as a community, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and for the ownership and maintenance of the Common Property as described in Exhibit "C"; and,

WHEREAS, the MT. LEBANON MAIN LINE HOMEOWNERS ASSOCIATION was incorporated under the laws of the Commonwealth of Pennsylvania, for the purpose of exercising the aforesaid functions; and

WHEREAS, the First, Second and Third Amendments and Restatements were approved by Members

of the Association, in each instance representing greater than seventy-five (75%) percent of the votes eligible to be cast by Members of the Association.

WHEREAS, the Fourth Amendment and Restatement dated July 17, 2007, was approved by Members of the Association representing seventy-five (75%) percent of the votes eligible to be cast by Members of the Association.

WHEREAS, the Fourth Amendment and Restatement was recorded at Number 26359, Volume 13345, Page 00302 et. seq., in the Allegheny County Recorder of Deeds.

WHEREAS, the January 20, 2021 Amendment to the Fourth Amendment and Restatement, specifically Article 1, Section 5 and Article 1, Section 13, was approved by Members of the Association on January 20, 2021, representing seventy-five (75%) percent of the votes eligible to be cast by Members of the Association.

WHEREAS, the January 20, 2021 Amendment to the Fourth Amendment and Restatement, specifically Article 1, Section 5 and Article 1, Section 13, was recorded at Number 2021-18402, Volume 18471, page 229 et seq.

WHEREAS, this Fifth Amendment and Restatement has been approved by Members of the Association representing seventy-five (75%) percent of the votes eligible to be cast by Members of the Association.

NOW, THEREFORE that the Mt. Lebanon Main Line and all of the land described in Exhibit B of the Fourth Amendment and Restatement shall be held subject to the covenants, conditions, easements, restrictions, charges and liens described in the Fourth Amendment and Restatement and the 2021 Amendment to the Fourth Amendment and Restatement subject to the following Fifth Amendment and Restatement which Shall Run With The Land, and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors and assigns:

ARTICLE 1 DEFINITIONS

Section 1. Association shall mean a non-profit corporation named Mt. Lebanon Main Line Homeowners Association, its successors and assigns.

Section 2. Board shall mean the Board of Directors for the Association. The Board shall be responsible for managing the affairs of the Association and shall be made up of an agreed upon number of Owners, duly elected by a quorum of the Owners. (See also the "By-Laws of Mt. Lebanon Main Line Homeowners Association")

Section 3. By-Laws shall mean the "By-Laws of Mt. Lebanon Main Line Homeowners Association", which provides for information on member meetings, the Board of Directors and its duties, elections, Board meetings, and committees.

Section 4. Common Property is all real property owned by the Association for the common use and enjoyment of the Owners as shown on the recorded subdivision plan, and referred to thereon as

"Common Property" consisting of approximately 2.9 acres and is described in Exhibit "C" attached hereto. Common Property does not include structures attached to units that may be partially or entirely on Common Property that were or are constructed by the Developer or a homeowner such as, for example, decks, driveways, patios or portions of units.

Section 5. Common Expense shall mean and include (1) expenses of administration, maintenance and repair of the Common Property(s) and Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Common Property(s); (4) expenses declared common by the Declaration or the By-Laws; and, (5) expenses declared common by the Board with the approval by vote of the Owners in accordance with these governing documents. The estimated cost of such expenses shall be used by the Board in calculating the annual assessment.

Section 6. Declaration shall mean this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in its latest adopted amended or restated form.

Section 7. Developer shall mean and refer to Semper Construction, Inc., and its successors and assigns.

Section 8. Exterior Painting shall mean the materials, equipment and labor necessary to repaint all the exterior trim requiring paint and the front entry door on any Unit. It shall not include painting garage doors or the replacement of any exterior wood that may be defective or in a poor quality condition, which shall remain the responsibility of the individual Unit Owner. Exterior Painting is to be done by the Association on a scheduled basis.

Section 9. Lot shall mean any plot of land and any designation of units shown upon any recorded subdivision map of the Property or on any Exhibit attached hereto or to any Amendment or Supplement hereto setting forth the anticipated number of townhouse lots to be created from a Lot, specifically excepting the Common Property.

Section 10. Member shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.

Section 11. Municipality shall mean the Municipality of Mt. Lebanon, within the County of Allegheny in the Commonwealth of Pennsylvania.

Section 12. Officer shall mean the individuals from the Board of Directors, elected by the members of the Board for the positions of President, Treasurer, and Secretary of the Board.

Section 13. Owner shall mean the recorded owner, whether one or more persons or entities, of a unit, but excluding those persons having such interest merely as security for the performance of an obligation. If the owner of a unit is a trust, the trustee or trustees shall be included as an Owner for purposes of serving on Mt. Lebanon Main HOA Committees or the Board of Directors. A spouse of an owner, with the owner's written permission, shall also be included as an owner for purposes of serving on Mt. Lebanon Main Line HOA Committees or the Board of Directors.

Section 14. Property shall mean that real property described in Exhibit "B", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. Unit shall mean and refer to a building, or any portion of a building as the case may be, situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Unit, except as allowed for under Article III, Section 1. c. of this Declaration.

Section 2. Voting. All Owners shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be Members. The vote for such Unit, however, shall be exercised as such persons among themselves shall determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3. Additional Members - If at some future date, the property immediately adjoining the completed Phases I and II of the Main Line of Mt. Lebanon is developed into a similar type of planned community, the owner(s) of that property may apply for membership in the Mt. Lebanon Main Line Homeowners Association, so long as such application includes all the owners of such a planned community. Such Additional Members must be approved by a vote of approval by at least seventy-five percent (75%) of the then current Members of the Association.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment - Every Owner shall have a right shared in common with all the other Unit Owners to use the Common Property which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- a) the right of the Association to limit the number of guests that may use the Common Property; and,
- b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property by guests or Owners; and,
- c) the right of the Association to suspend the voting rights and privileges of use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid, and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations or for the duration of the infraction, whichever is longer; and,
- d) the right of the Association to dedicate or transfer all or any part of the Common Property and Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedications or transfer shall be effective unless an instrument signed by at least fifty-one percent (51%) of the entire membership, agreeing to such dedication or transfer has been recorded; and,
- e) the right of the Association, as represented by the Board to grant easements upon, across, over, under, in and to any part of properties to any public agency, authority or utility for ingress, egress, repair and maintenance of all utilities including, but not limited to television cable service, security and other similar systems, water, sewer, gas, telephone and electricity;; and,
- f) the right of the Association to borrow money for the purpose of repairing or improving any facilities located thereon, and to give as security therefor a mortgage covering all or any portion of the Common Property; provided, however, that in event of a default and foreclosure upon such mortgage the mortgagee must permit continued use of the Common Properties by the Owners and their guests, but shall have the right

to charge admission and other fees.

Section 2. Delegation of Use - Any Owner may delegate his right of enjoyment to the Common Property and Property and facilities to members of his (or her) family, tenants or contract purchasers so long as those persons reside in the Unit.

Section 3. Title to Common Property - Title to the Common Property is held by the Association, but is subject to all prior grants, and reservations of coal, oil, gas, mining rights, rights of way, building lines, building and use restrictions, all exceptions, easements and conditions as the same may be and appear in proper instruments of record including those set forth in this Declaration. The Common Property conveyed to the Association in connection with Phases I and II are described in Exhibit "C", attached hereto.

Section 4. Rules and Regulations - The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Property and Common Property, any facilities located thereon, and individual Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board, or, in a regular or special meeting, by the vote of the members. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected as provided in Article IV. Such fines shall be deemed to be liquidated damages and their assessment and collection is hereby consented to by each Unit Owner, and all persons claiming title through them. Monetary fines or sanctions, assessments or collections, imposed by the Board are not pursuant to any grant of authority conferred by the Municipality or Allegheny County.

Section 5. Utility Easements - Right of Entry. Each Unit shall be, and is hereby made, subject to easements in favor of the Association and the Members of the Association, appropriate utility and service companies, and governmental agencies or authorities for the installation and service of storm water drainage systems, sanitary sewer systems and other utility services, including, but not limited to pipes, lines, manholes and other equipment as may be necessary to service any Unit. The location of said easements shall be located during construction by the Developer.

Section 6. Covenant of Access - Each Unit shall be conveyed together with and subject to each Owner having adequate and uninterrupted access to and maintenance of all those utilities and structures located within the Common Property including, but not limited to, gas, water, electric lines, telephone lines, cable television lines; heating, ventilating and air conditioning units; walls; steps; street lights; storm and sanitary sewers; drainage swales, and recreational Area.

Section 7. Release of Municipality of Mt. Lebanon - The Municipality of Mt. Lebanon is hereby released and absolved from any and all responsibility for maintaining the sidewalks, the street lights, and certain of the storm drainage systems located within the Main Line of Mt. Lebanon (see Agreement dated Nov. 16, 1998 by and between the Developer, the Association, and the Municipality.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment - The Owner of any Unit by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay the Association: (1) Annual Assessments or charges; and, (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided; and, (3) specific assessments against particular Units for fines or other charges. The said assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the Unit against which the assessment was made and shall also be the personal obligation of the person who was the Owner of such Unit at the time when such assessment fell due. The said Owner shall continue to be liable for delinquent assessments, even after the property is conveyed to a new Owner.

Section 2. Purpose of Assessments - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Property and Common Property, the payment of Common Property insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. With respect to the buildings, assessments may be used for services, such as exterior painting and exterior window cleaning.

Section 3. Annual Assessments

- a) The Annual Assessment shall be established annually by the Board of Directors. Assessments shall be collected and paid quarterly or monthly, as determined by the Board of Directors. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount. Any amount accumulated in excess of the amounts required for actual expenses and reserves may, in the Board's discretion, be credited to each Owner according to the number of months the Owner was assessed in that year, and shall be applied to their next installments, until exhausted. Any net shortages shall be added, using the same formula, to the installments due in the succeeding six (6) months.
- b) It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual members meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be mailed by United States Mail, first class postage prepaid, or otherwise delivered to each member at least two (2) weeks prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the total association membership.
- c) It shall be the duty of the Board, to present to the members at the Association's annual meeting, a preliminary financial report for the year being reported. A final report will be made available to the Owners within forty-five (45) days of the end of the fiscal year for the Association.
- d) In the event the Board is delayed in preparing the annual estimates and budget, or a vote of the membership causes a delay, the Owner shall continue to pay the charges at the then existing rate established for the previous period until the same shall be determined.
- e) The annual assessment may not be increased by more than 15% above the maximum assessment for the previous year without a vote of the majority of the membership present in person, or by proxy, at the annual association meeting. The Board of Directors may make increases up through 15% without the consent of the membership. In addition, the Board may

impose charges for the use of the community recreational facilities over and above the regular annual assessment.

- f) No action shall be taken by the Board or the Association which will limit the rights of members to the use of the Common Property, or cause an increased assessment without the affirmative vote of a majority of the members, except as allowed for in Article III, Section 1.c.

Section 4. Special Assessments - In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or the Common Property, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of the members present, in person or proxy, at a meeting duly called for this purpose and in accordance with Section 6 of this Article IV.

Section 5. Specific Assessment - In addition to the foregoing, the Board may levy specific assessments against individual Units where there is a particular charge attributable only to that Unit or a fine has been imposed as provided hereafter. Such assessment shall be made at a regular meeting of the Board of which the Owner involved has had at least thirty (30) days prior notice to appear.

Section 6. Notice and Quorum for Action - Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 herein shall be delivered or mailed to all Members not less than twenty (20) days nor more the sixty (60) days in advance of the meeting. At the meeting as called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates - The Annual Assessment shall be due on the first day of each calendar quarter so long as the Annual Assessments shall be on a quarterly basis, or if on a monthly basis shall be due on the first day of each month. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-payment of Assessments: Remedies of the Association - Any assessment not paid within fifteen (15) days after the due date shall include a late charge at a rate to be determined by the Board and as reflected in the most current Rules and Regulations. The association may bring an action at law against the Owner or person personally obligated to pay the assessment or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained in favor of the Association, such judgment shall include interest on the assessment as provided, and a reasonable attorney's fee, together with the cost of the action. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Unit. Notice of the delinquency shall be sent to both the Owner and his mortgagee if known prior to the initiation of legal proceedings.

Section 9. Subordination of the Lien to Mortgages - The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to the execution proceedings, a judgment of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from any lien of any such subsequent assessment. Sale or transfer of the Unit shall not affect the

assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall extinguish the lien of such assessment which became due prior to such sale, but shall not extinguish the personal liability of the Owner.

Section 10. Reserve for Replacements – The Association shall establish and maintain a reserve fund for replacement of any part of the Common Property or for the repair or maintenance of the Common Property as the Board deems appropriate. The amount shall be collected by assessment of the Unit owners benefited thereby and shall be deemed a Common Expense. The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement or repair or maintenance of Common Property or community facilities, and for operating contingencies. The proportionate interest of each Owner shall be considered appurtenant to his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit and shall be deemed to be transferred with such Unit.

Section 11. Operating Reserve Fund – The Association shall establish and maintain an operating reserve fund for ongoing operating expenses of the Association. The Board shall each year determine the appropriate amount of such operating Reserve Fund.

ARTICLE V MAINTENANCE

Section 1. Common Property – The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon as the term Common Property is defined in Article 1, Section 4 herein, and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

The Association shall be responsible for the maintenance and, if necessary, the rebuilding of retaining walls except as follows:

- (1) Retaining walls constructed by an Owner partially or entirely on Common Property. The maintenance of such retaining walls shall be the responsibility of the Owner who constructed the retaining wall, or any subsequent Owner.
- (2) Retaining walls constructed by the Developer on Common Property, or on an Owner's Property, or partially on Common Property and an Owner's property, and which extend to or from or abut an Owner's unit.

The Association shall also be responsible for the snow removal from all driveways and sidewalks in accordance with the terms of the existing contract established for that purpose, for the care of yards and gardens, and for exterior painting of the Units. The Association shall also be responsible for the maintenance of the street lighting located within the Mt. Lebanon Main Line community as defined herein.

Section 2. Individual Units – Except as otherwise provided herein, each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within and exterior to his own Unit, including decks, driveways, patios and structures attached to a Unit and lying wholly or partially on Common Property. All exterior maintenance is subject to the prior approval of the Association's Architectural Committee. If any required maintenance is not performed within

twenty (20) days after the Association has given the Unit Owner written notice to do so, the Association may, in its discretion, perform such maintenance and charge the Unit Owner for any expense involved, which charge may be enforced as provided for in Article IV hereof as a specific assessment against said Unit. Each Unit is equipped with a wet-style sprinkler system for the purpose of fire suppression. The Owner is obligated to maintain their system in proper working order.

ARTICLE VI INSURANCE & INDEMNIFICATION

Section 1. Owner's Coverage – Each Owner shall keep his Unit insured as a Single Family Attached Home, or as a Single Family Home, whichever is applicable, against any loss or damage by fire and such other hazards as are covered under standard homeowner's coverage provisions and comprehensive liability insurance. Such coverage shall include the unit interior, exterior and structure, including any Party Walls that may be shared with other Single Family Attached Homes. The amount of insurance shall be sufficient to cover the replacement cost of the Unit and the utilities for that Unit, sufficient to restore it to a livable condition, and shall be evidenced to the Association by the Owner's insurance carrier providing a Certificate of Insurance to the Association evidencing the existence of such coverage, and issued by a company or companies acceptable to the Association. The insurance policy shall name the Mt. Lebanon Main Line Homeowners Association as an additional insured. Further, the Association shall have the right to require the Owner of any Unit damaged or destroyed by fire or other peril to rebuild, reconstruct, repair, rehabilitate and/or refurbish the Unit or structure situate upon the Unit in a manner comparable to its prior condition within a reasonable time after such damage or destruction, and in accordance with the original architectural look and safety features of the Unit and acceptable to the Association. The Association will have no responsibility for insurance on personal property and personal liability required in conjunction with the individual Units and lots, except for the Common Property. The Owner is required to provide written notice to the Association at least thirty (30) days prior to any material change or cancellation of insurance, and in the event of such cancellation, the Owner shall cause such insurance coverage to be restored by another insurance company immediately. Should the Owner fail to provide for such insurance, the Board is authorized to obtain full property insurance coverage for that unit structure, and the unit Owner shall be solely liable for reimbursing the Association in full for such expense.

Section 2. Association Coverage - The Board, or such other person as the Board may appoint as insurance trustee, shall obtain and maintain to the extent reasonably obtainable, without prejudice to the right and obligation of each Unit Owner to insure his own Unit for his own benefit, the following insurance policies:

- 1) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement, which provides for the payment of all losses without allowance for depreciation. Such coverage shall afford protection against, at least, the following:
 - a) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsements;
 - b) Such other risks as shall customarily be covered with respect to projects similar in construction, location, and use, including but not limited to vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;
- 2) Public liability insurance in such amounts as the Board may from time to time determine is necessary. Said insurance shall cover each member of the Board, its officers, any appointed committee members, and the managing agent or manager, as well as each Owner

- from liability in connection with the Common Properties or structures or any decision or work in the performance of their duties on behalf of the Association;
- 3) Workmen's compensation insurance to the extent necessary to comply with any applicable law for any direct employees of the Association.
 - 4) Such other policies of insurance, including officers and directors liability insurance and fidelity bonds as are or shall hereafter be considered appropriate by the Board.
 - 5) Any contractors or companies hired to perform services for the Association shall provide proof of insurance for standard Contractor's Liability insurance in an amount and scope of coverage as may be periodically determined by the Board as appropriate for the type and amount of work being performed for the Association. Such insurance shall name the Association and its Members as additional insured.
 - 6) The premiums for the insurance coverage shall be a Common Expense levied by the Board against the Owners.
 - 7) The Board, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.
 - 8) The Board shall determine the exact dollar amount of coverage and the amount of deductible to be applied to the best of its ability.

Section 3. Liability of the Board - The members of the Board, and its officers, and the members of any committee appointed by the Board shall not be personally liable to the Owners or others for any mistakes of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers, and each of the members of any appointed committee against all expenses or liability to others arising out of their position as an officer or member of the Board or committee, or arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. They shall not be liable for any mistake of judgment or negligence except for their own willful malfeasance, misfeasance, misconduct or bad faith. The Association may obtain as a common expense the type of insurance commonly known as Directors and Officers Liability coverage, in order to encourage service on the Board of Directors and committees, and to fund this obligation. The liability and indemnification of the Board of Directors and its officers, and the members of any committee appointed by the Board is further defined in Article XII of the "BY-LAWS OF MT. LEBANON MAIN LINE HOMEOWNERS ASSOCIATION", which Article hereby is incorporated in these Declarations as though fully set forth herein.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Laws to Apply – Each wall which is built as part of the original construction of the Single Family Attached Homes on the Property and placed along the common boundary between two Lots or Units, shall constitute a party wall and, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance - The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the party wall in proportion to such use, unless the wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty - If a party wall is destroyed or damaged by fire or

other casualty, any Owner who has used the wall may restore it and, if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weatherproofing - Notwithstanding any other provision of this Article, any owner who, by their negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land - The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successor in title.

Section 6. Arbitration - In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The rules of the American Arbitration Association shall govern such proceedings, and this shall be a common law arbitration pursuant to the provisions of 42 Pa C.S.A § 7341 or successor legislation.

ARTICLE VIII SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages - Each Owner shall have the right to mortgage or encumber his own respective Unit. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Property.

Section 2. Taxes - Taxes on the Association's taxable net revenue, if any, shall be treated as part of the Common Expense.

Section 3. Utilities - The Association will not be responsible for any telephone, electricity, water, sewer, cable television and/or other utilities which are separately metered or billed to each user by the appropriate utility company. However, utilities not separately metered or controlled or billed, shall be treated as part of the Common Expenses to the Association.

ARTICLE IX UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots or Units within the Property with respect to utility service connections, including sanitary and storm sewers, water, electric and telephone lines and related facilities, shall be governed by the following:

- a) Wherever utility service connections, or any portion thereof, lie in or upon a Unit owned by other than the Owner of a Unit served by the connections, or in or upon the Common Property and Property, the Owner of any Unit served by the connections shall have the

right and license from time to time to enter upon the Units or to have the respective utility companies enter upon the Lots or Common Property and Property in or upon which the connections or any portion thereof lie, in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

- b) Whenever utility service connections serve more than one Unit, the Owner of each Unit served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Unit, and shall have the same license and right as are provided immediately herein with respect to portions lying in or upon Units owned by other Owners.
- c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE X ENCROACHMENTS

Each Lot and Unit within the Property is hereby declared to have an easement over all adjoining Lots for the purpose of ingress, egress and regress to and from the living quarters erected on said Lot, and for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, and the drainage of rain water from roofs or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners. In the event a Unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot and Unit agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

ARTICLE XI ARCHITECTURAL CONTROL

Section 1. No building addition or alteration, fence, wall or other structural addition or alteration of any nature shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration thereof be made until such plans and specifications shall have been submitted to and approved in writing by the Architectural Committee in accordance with the Duties and Responsibilities of the Architectural Committee. The Architectural Committee shall be composed of three (3) or more representatives, appointed by the Board.

Section 2. Owners may plant flowers, shrubs and small vegetable plants on their own Lot provided they assume the responsibility for the care and maintenance of such plants, and provided the plantings are consistent with the current landscaping plan. Owners who plant flowers, shrubs, small vegetable plants or trees on Common Property that is adjacent to the Owner's Lot shall also be responsible for the care and maintenance of such plants and trees. The Association shall not be responsible for the replacement of any plants or trees on Common Property by an owner.

ARTICLE XII
USE RESTRICTIONS. GENERAL REGULATIONS

Section 1. Use Restrictions - The Property is intended to be used for the following purposes, and its use is hereby restricted as follows:

- 1) Unit Restrictions - No Unit may be divided or subdivided into a smaller unit, nor may any portion of any Unit be added to, or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred.
- 2) Use of the Common Property - The Common Property may be used by all Unit Owners and/or residents, their families, tenants, guests and invitees, subject to such rules and regulations as may be established by the Association.
- 3) Prohibited Use - No articles or personal property belonging to any Owner shall be stored on any portion of the Common Property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or Common Property which violates the law, or which will increase the rate of insurance on any building or contents thereof.
- 4) Exterior Attachments - Owners shall not cause or permit anything to be placed on the outside walls of any building, and no awning, canopy, shutter, radio or television antenna shall be affixed to, or placed upon, the exterior walls or roofs or elsewhere on an Owner's Unit without the prior written consent of the Board of Directors.
- 5) Nuisances - No noxious or offensive activity shall be carried on upon any Lot, or in any Unit, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.
- 6) Signs - No sign of any kind shall be displayed to the public view on any Unit with the following exceptions:
 - a) One sign of not more than five square feet advertising a specific Unit for sale or rent and posted by the Unit Owner or their designated real estate sales representative, and only posted only during the sales period.
 - b) Small informational signs of not more than one square foot and of a non-commercial, nonpolitical nature, such as pet-finder or tot-finder signs, and security system signs.
 - c) The permanent Main Line entrance sign.
- 7) Garbage and Refuse Disposal - Trash, garbage, and other waste shall be kept only in approved waste containers and shall be disposed of in such manner as may be prescribed from time to time in the rules and regulations by the Association, and within the rules and regulations and collection schedule of the Municipality.
- 8) Residential Use - All Lots and Units shall be for private residential purposes only, in compliance with the zoning ordinances of the Municipality.
- 9) Laws - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the Owners, residents, tenants, guests, and the like.
- 10) Laundry Lines - Laundry poles and lines outside of Units are prohibited, except that one portable set of laundry lines, not more than seven feet high, may be used in the rear of each Unit on days other than Sundays and legal holidays, and such drying units shall be removed from the outside when not in actual use.
- 11) Other Structures or Equipment - No structure of a temporary character, dog house, travel or camping trailer, trailer for storage or living or office, tent, shack, garage, barn or other out-building shall be placed or used on any Lot, at any time, either temporarily or permanently unless specifically approved by the Board.
- 12) Pets - No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit, or on any Lot or on the Common Property, except that dogs, cats, or other

household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All Owners of household pets are responsible for promptly cleaning up any solid fecal matter left by their household pet on their Lot, on any other Owner's lot, or on the Common Property.

- 13) Balconies - No rugs, clothes, sheets, blankets, laundry of any kind, or other similar article shall be hung from the exterior balconies. Balconies and/or patios shall be kept free and clear of rubbish, debris, and other unsightly materials.

Section 2. Rules and Regulations of the Association - The Board may establish reasonable rules and regulations concerning the use of the Common Property and Common Property, any facilities located thereon, and individual Lots and Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement is specifically overruled, cancelled or modified by the Board, or in a regular or special meeting by the vote of the members. The Board shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and their assessment and collection of such fines are hereby consented to by each Owner, and all persons claiming title through them.

Section 3. Procedure for Monetary Fine or Other Sanction - The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant for violations of the rules and regulations until the following procedure is followed:

- 1) The Board shall issue a written demand to cease and desist from an alleged violation, which shall be served upon the alleged violator, and specifying:
 - a) the alleged violation;
 - b) the action required to abate the violation; and,
 - c) a time period of not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.
- 2) At anytime within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board in executive session. The notice shall contain:
 - a) the nature of the alleged violation;
 - b) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
 - c) an invitation to attend the hearing and procure any statement, evidence and witness on his behalf; and
 - d) the proposed sanction to be imposed.
- 3) The hearing shall be held in executive session pursuant to this notice, affording the Member/violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any imposed.

ARTICLE XIII
LEASING

Units may be rented or leased only by written leases. All such leases shall be for a term of not less than six (6) months. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations promulgated thereunder, as though such tenant were a Homeowner.

Each Homeowner agrees to cause his lessee, occupant, or person living with such Homeowner or with the lessee, to comply with the Declaration, By-Laws and Rules and Regulations promulgated thereunder, and is responsible and jointly liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents or regulations; failure to comply shall be, at the Board's option, considered a default in the lease, and all leases shall contain provisions to this effect.

The Homeowner shall also be required to update the Main Line Website with the following information: Homeowner's name, Homeowner's address, Homeowner's phone number, Homeowner's e-mail address and Tenant's name, phone number and e-mail address. Similar information is to be provided by any property manager or rental agent.

Only Homeowners who have lived in Main Line for at least one (1) year will be permitted to rent or lease a unit. A Homeowner may not rent or lease more than one (1) unit regardless of the number of units the Homeowner owns. Only Homeowners may rent a unit; no subleases are permitted. At any time no more than six (6) units shall be permitted to have a lease with a limited exception concerning sales of a unit. If the law mandates that the limitation must be more than six (6) units, then this limitation will be consistent with the limitation set by the law.

In addition to the general restrictions of this Article and Section 8, Article XII of the Declaration of Covenants, Conditions and Restrictions restricting the use of the property for "private residential purposes only, in compliance with the zoning ordinances of the Municipality" no property shall be used as a bed and breakfast, long term homestay, or short-term homestay (e.g. Airbnb).

The Board of Directors shall have the power to grant or deny permission for Homeowners to lease their property in accordance with this Article. Homeowners who presently are permitted to rent shall receive priority as to being one of the number of rental units permitted. Homeowners must submit a request, in writing, to the Board President and Secretary before renting or leasing their units. A copy of the proposed lease must be attached to the request. The Board shall have seven days to review the request. If initial approval is given, then the Homeowner must submit a copy of an executed lease to the Secretary who shall maintain a copy of the executed lease. The Secretary will then record the approval if the executed lease complies with this Article.

The Secretary shall maintain a list on the Main Line Website of the addresses of all units that have been approved for rental with the date of the expiration of the lease along with a copy of this Article. When the limit of the number of units has been met, the Secretary shall indicate at the top of the list that no more requests for renting or leasing property can be granted.

If the Board denies the request to rent the Homeowner's unit or revokes permission to lease or rent, the Homeowner may send an appeal to the Secretary, in writing, within seven (7) days for review by the Board. The Secretary will ensure the entire Board has received the appeal. Within fourteen (14) days from the date the Secretary receives the request for review, the entire Board of Directors must

rule to uphold or reverse its denial or revocation.

To ensure compliance, the executed lease shall have at a minimum, the following: 1) the address of the unit, 2) the name of the lessee, 3) the applicable dates of the lease, 4) a statement that the lessee and persons living in the unit agree to comply with the Declaration, By-Laws and Rules and Regulations, and the occupants of the Unit are fully liable for any violation of these documents and 5) the documents listed can be found on the Main Line Website.

The Homeowner may redact the amount of rent to be paid by the lessee. By June 1st of every year, the Homeowners who have been given permission to rent their units shall contact the Secretary, in writing, to affirm that no changes have occurred or if changes have occurred, that the Homeowner is compliant with this Article. The Board has the power to revoke permission to lease when noncompliance occurs. Those units that are being leased for the sole purpose of effectuating a sale of the unit where the buyer intends to live in the unit once the original owners have vacated after renting are exempt in the following respects: 1) the lease can be less than six (6) months, 2) the unit should not be considered as one of the six (6) limited units for rental, and 3) the unit should be listed separately on the website as being rented as part of a sale. In all other respects, the unit owners must follow this Article.

ARTICLE XIV CONDEMNATION OF COMMON PROPERTY

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, the Association shall represent all Owners but each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners, and to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore, in accordance with the plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made to not replace or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XV ADDITIONAL DEVELOPMENT PHASES

The Developer or some future developer may submit to develop additional parts of the land described in Exhibit "A" and request inclusion into the Mt. Lebanon Main Line Homeowners Association. This will first require a vote of the members of the Association wherein at least seventy-five percent (75%) approve the acceptance of such additional units and Common Property into the Association. This joining will then be accomplished by the Board, acting on behalf of the Association, and the Developer, or a separate homeowners association established by the Developer, jointly recording a Supplemental Declaration or similar instrument subjecting such land and the Units to be constructed or added to the Association to the scheme of this Declaration, including all of the covenants, conditions, easements, restrictions, assessments and charges, and liens appropriate thereto. Title to any Common Property in any successive phase shall be

conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements and conditions as same may be and appear in prior instruments of record, including those set forth in this Declaration, a Supplementary Declaration, or similar instrument, except current real property taxes, which taxes shall be prorated to the date of conveyance. Additional phases shall be added at the discretion of the Association.

ARTICLE XVI GENERAL PROVISIONS

Section 1. Enforcement of Covenants and Restrictions - Enforcement of these covenants and restrictions, and the administrative rules and regulations adopted pursuant thereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction imposed by this Declaration either to restrain violation or to recover damages, or to collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board may also impose fines or other sanctions, collections of which shall be as provided in Article IV hereof. The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Unit Owner(s) violating these covenants and restrictions, and shall constitute a lien on the Unit, collectable in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provision of this Declaration, notice must be given to the Board of Directors, and the Board given a reasonable opportunity to take appropriate action.

Section 2. Severability - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendment - This Declaration may be amended by an instrument signed by the owners of Units representing not less than seventy-five percent (75%) of the votes eligible to be cast by Members of the Association. Any such amendments shall be effective upon recordation in the Office of the Recorder of Deeds of Allegheny County. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive and binding on all persons.

Section 4. Services - The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Association and maintenance of the Common Property and Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the Property, the operation of the Association and its business, or for the enforcement of this Declaration and other related rules and regulations of the Association. The Association may, but shall not be required to, arrange as an Association expense with others to furnish lawn mowing, exterior painting, snow removal and other common services to each Unit.

Section 5. Personal Property and Real Property for Common Use - The Association through action of its Board may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 6. Implied Rights - The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 7. Notice of Sale, Lease or Mortgage – In the event an Owner sells, leases or mortgages their Unit, the Owner will be required to give the Association, in writing, the name, address and phone number of the pending purchaser, lessee or mortgagee of the property at least ten (10) days prior to such transaction being finalized. All sales agreements, mortgages, and leases shall be subject to the most current amendment to this Declaration and to the authority of the Board of Directors of the Association to regulate the conduct of any person on the Property.

Section 8. Resale Certificates - At least ten (10) business days prior to the closing date on the sale of a Unit by a current Owner to a new Owner, the current Owner or the agent of the current Owner, must request such a certificate, with such request made in writing and addressed to the designated Officer or authorized representative of the Association. The Association shall, upon such demand and within a reasonable period of time of not more than ten (10) business days, furnish to any Owner or the agent of the current Owner, a Resale Certificate in writing signed by an Officer of the Association or the accounting firm hired by the Association, setting forth whether all assessments have been paid and any other matters requiring remedial action by the current Owner. Such certificate shall be binding upon the Association.

Section 9. Captions - Captions within this Declaration are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of the Declaration.

Section 10. Gender - As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity. The plural shall be substituted for the singular and the singular for the plural where appropriate words of any gender shall mean any other gender.

Section 11. Matters of Dispute - Matters of dispute or disagreement between Association members, or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board, which determination shall be binding on all Association members.

Section 12. Notices - Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 13. Pennsylvania Municipality Planning Code - This Declaration shall be construed to grant the Municipality of Mt. Lebanon all the rights, duties, and responsibilities provided for by the Pennsylvania Municipalities Planning Code (53 P.S. subsection 10101, et. seq.) as amended, and the Municipality of Mt. Lebanon Zoning Ordinance, as these may refer to the Common Property and any right of access.

Witness the execution hereof, the day and year first above written.

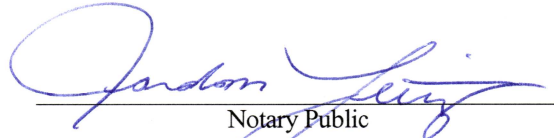
MT. LEBANON MAIN LINE HOMEOWNERS ASSOCIATION

By: Frank A. Petrich
Frank Petrich, President

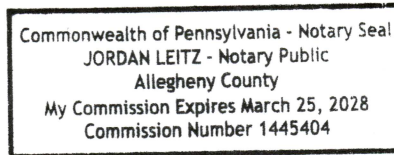
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 3rd day of March, 2025, before me, a Notary Public, the undersigned officer, Frank Petrich, personally appeared, and who acknowledged himself before me to be the President of the Mt. Lebanon Main Line Homeowners Association, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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


Notary Public

My Commission Expires: 3/25/2028



~~_____~~

EXHIBIT "A"
LEGAL DESCRIPTION OF THE ENTIRE DEVELOPMENT
(See DBV 10361 Pg 124 and 125)

ALL that certain lot or piece of ground situated in the Municipality of Mt. Lebanon, County of Allegheny, and Commonwealth of Pennsylvania, constituting Parcel Nos. 2 and 3 in the Stoecklein Plan of Lots, as recorded in Plan Book Volume 153, pages 102 . 105 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point on the Northeasterly side of Adeline Avenue, said point being common to the front corner of land now or formerly of Frances L. Walker, which is also shown as the Northwesterly lot in the Avondale Plan of Lots, as recorded in Plan Book Volume 24, page 56 in the Allegheny County Recorder of Deeds Office; thence from said point beginning and in a Northeasterly direction along line of lands of Frances L. Walker, being an extension of the Easterly line of Hilf Street, North 35 degrees 05.50. East, for a distance of 150.00 feet to a point at the rear of the Frances L. Walker property; thence in a Southeasterly direction along the rear of the Avondale Plan of Lots, South 54 degrees 54.10. East, for a distance of 568.47 feet to an iron pin in the rear of property now or formerly of Gary R. Ralston; thence continuing in a Southeasterly direction along the line of Gary R. Ralson, South 68 degrees 03.10. East, for a distance of 17.23 feet to an iron pin on the Westerly legal right of way line of Scott Road; thence continuing along the Westerly legal right of way of Scott Road for the following eight courses and distances, viz: (1) North 05 degrees 16.30. East, for a distance of 10.36 feet to an iron pin; (2) By an arc of a circle curving to the left, having a radius of 601.62 feet, for an arc distance of 159.283 feet to an iron pin; (3) By a radial line North 80 degrees 06.45. East, for a distance of 5.00 feet to an iron pin; (4) By an arc of a circle curving to the left having a radius of 606.62 feet, for an arc distance of 115.286 feet to an iron pin at the point of tangency; (5) North 20 degrees 46.40. West, for a distance of 209.62 feet to an iron pin at the point of curvature; (6) By an arc of a circle curing to the right having a radius of 609.96 feet, for an arc distance of 205.464 feet to a point of tangency; (7) North 01 degrees 28.40. West, for a distance of 502.67 feet to a point of curvature; (8) by an arc of a circle curving to the left, having a radius of 288.31 feet, for an arc distance of 296.592 feet to a point on the Westerly legal right of way line of Scott Road (L.R. 02059); thence leaving said legal right of way line by a series of courses and distance through property of Mt. Lebanon Cemetery Company; (1) South 30 degrees 38.50. West, a distance of 629.87 feet to a point of curvature; (2) By an arc of a circle curving to the right, having a radius of 374,00 feet, for an arc distance of 513.50 feet to a point of tangency; (3) North 70 degrees 41.10. West, for a distance of 214.78 feet to a point; (4) North 30 degrees 11.10. West for a distance of 160.713 feet to a point; (5) North 85 degrees 41.10. West, for a distance of 200.00 feet to a point on the rear Easterly line of the Edwin W. Smith Subdivision, as recorded in Plan Book Volume 29, page 134; thence in a Southwesterly direction along the rear of the Edwin W. Smith Subdivision, South 04 degrees 18.50. West , for a distance of 223.66 feet to a point on the Southeasterly terminus of Alfred Street; thence in a Northwesterly direction along the Southerly right of way line of Alfred Street, North 70 degrees 00,10. West, for a distance of 88.07 feet to a point at the intersection of the Southerly right of way line of Alfred Street with the Easterly right of way line of Shady Drive East, a 50.00 foot right of way; thence in a Southeasterly direction along the Easterly right of way line of Shady Drive East, South 31 degrees 44.10. East, for a distance of 330.00 feet to a point on the Easterly right of way line of Shady Drive East common to the Northwesterly corner of the Smith's Plan of Lower Shady Avenue, as recorded in Plan Book Volume 31, pages 158 and 159; thence continuing along the perimeter of the Smith Plan of Lower Shady Avenue, for the following nine (9) courses and distances: (1) North 58 degrees 15.50. East for a distance of 110.00 feet to a point; (2) South 31 degrees 44.10. East for a distance of 706.32 feet to a point; (3) North 33 degrees 13.50. East, for a distance of 323.43 feet to a point; (4) South 54 degrees 54.10. East, for a distance of 38.37 feet to a point; (5) North 35 degrees 05.50. East, for a distance of 115.00 feet to a point; (6) North 54 degrees 54.10. West, for a distance of 42.12 feet to a point; (7) North 33 degrees 13.50., for a distance of 16.35 feet to a point on the Northerly side of Adeline Avenue; (8) South 68 degrees 03.10, East, for a distance of 147.93

feet to a point on the Northerly side of Adeline Avenue; (9) South 54 degrees 54.10. East, for a distance of 73.60 feet to a point on the Northerly side of Adeline Avenue common to land of Frances L. Walker at the place of beginning. CONTAINING an area of 1,032,193.0 square feet or 23.696 acres.

THE ABOVE DESCRIBED PREMISES IS IN ACCORDANCE WITH A SURVEY PREPARED BY TRIANGLE ENGINEERING & PLANNING SERVICE, INC., DATED MAY 19, 1988 (Order No. 1744).

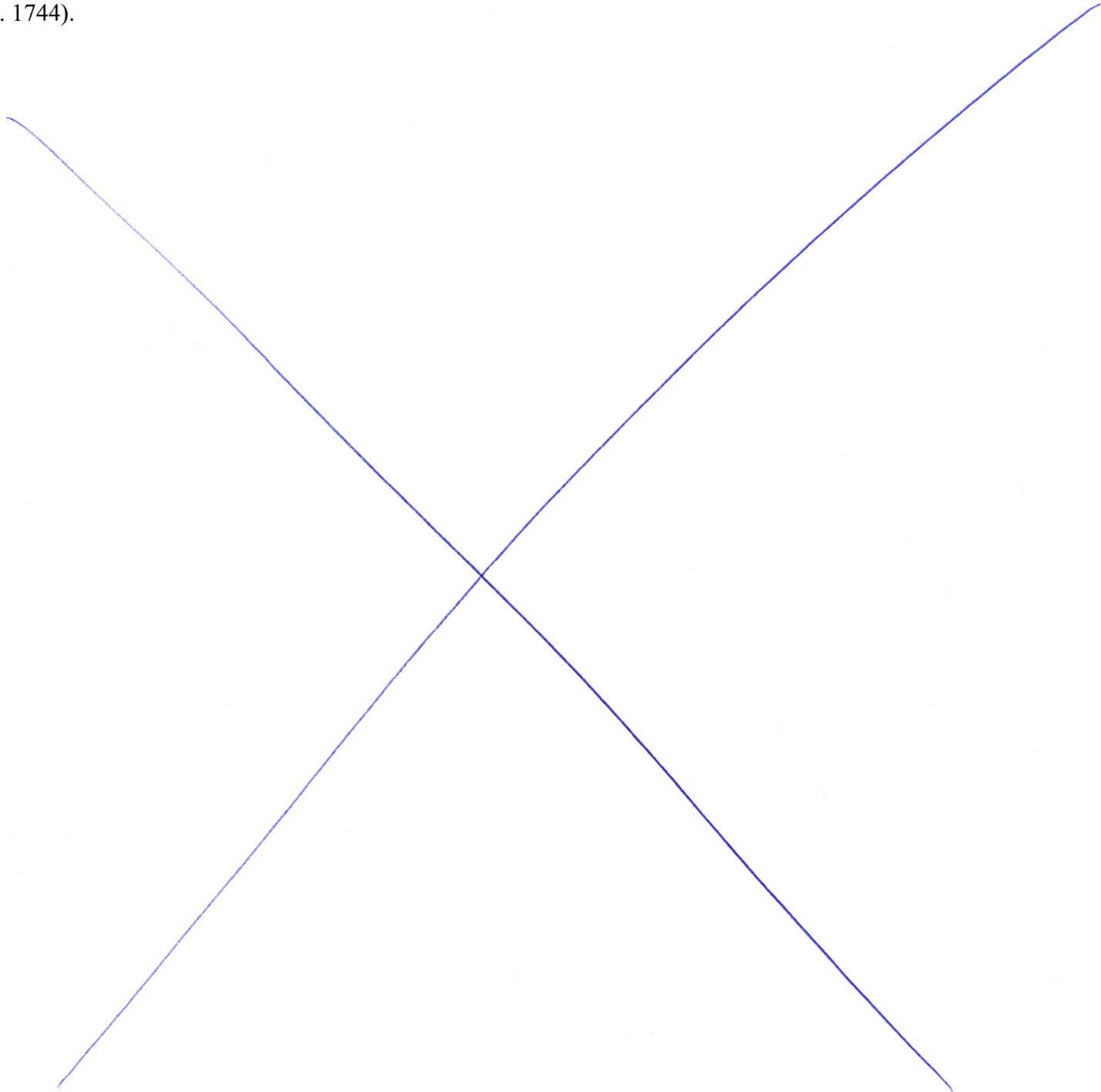


EXHIBIT "B"
LEGAL DESCRIPTION OF THE MAIN LINE PLAN OF LOTS
PHASES I AND II
(See DBV 10361 Pages 126 and 127)

All that certain lot of parcel of ground being known and recorded as the Main Line Plan of Lots No. 1 as recorded in Plan Book volume 154 pages 33-36 and the Main Line Plan of Lots No. 2 as recorded in Plan Book Volume 159 pages 63-66 as situated in the Township of Mt. Lebanon, County of Allegheny, Commonwealth of Pennsylvania as more fully described here to wit:

Beginning at a point on the easterly right of way line of Shady Drive East, a 50. right of way where the same is intersected by the northerly line of Smith's Plan of Lower Shady Avenue as recorded in Plan Book Volume 31, pages 158 and 159 and lands as herein described; Thence, continuing along the said Shady Drive East, N31 44. 10. W for a distance of 330.00. to a point on the southerly right of way line of Alfred Street; Thence continuing along the said southerly line of Alfred Street S70 0. 10. E for a distance of 88.07. to a point; then along the easterly limit of the said Alfred Street and lands known and recorded as the Edwin W. Smith's subdivision, a part of Mt. Lebanon Park Plan as recorded in P.B.V. 29 page 134, N4 18. 50. E for a distance of 223.66. to a point of common corner to Parcel I and Parcel II of the Stoecklein Plan of Lots (of which this was formerly a part) as recorded in P.B.V. 153 pages 102-105; Thence along the said dividing line of said parcel I and II, South 85 41. 10. E for a distance of 200.00. to a point; thence continuing, S 30 11. 10. E for a distance of 160.713. to a point; thence continuing, S70 41. 10. E for a distance of 214.78. to a point of curve; thence continuing, by the arc of a circle curving to the left having a radius of 374.00. for an arc distance of 393.67, to a point on the Easterly line of the aforementioned Main Line Plan No. 2; thence along the said Easterly line S18 51. 38. E for the distance of 547.25. to a point on the Northerly line of the William E. Harmon's Plan of Avondale; thence along the said Avondale Plan S35 05. 50. W for a distance of 75.00. to a point on the Easterly right of way line of Adeline Avenue as shown in said Plan. Thence along the said Adeline Avenue N54 54. 10. W for a distance 73.60. to a point; thence continuing N68 03. 10. W for a distance of 147.93. to a point on the Northerly limit of the said Adeline Avenue; thence continuing S33 13. 50. W for a distance of 16.35. to a point; thence continuing S54 54. 10. E for a distance of 42.12. to a point; thence by a line through the said Avondale Plan S35 05. 50. W for a distance of 115.00. to a point on the Easterly line of an alley as shown in the said plan; thence along the said alley N54 54. 10. W for a distance of 38.37. to a point; thence continuing along the said Avondale Plan S33 13. 50. W for a distance of 323.43. to a point on the Easterly line of the aforementioned Smith's Plan of Lower Shady Avenue; thence along said Smith's Plan N31 44. 10. W for a distance of 706.32. to a point; thence by a line through the said plan S58 15. 50, W for a distance of 110.00. to a point on the Easterly right of way of Shady Drive East at the aforementioned point of beginning.

SAID PARCEL as herein described contains an area of 9.26 acres excluding road right of ways.

SAID PARCEL AS HEREIN DESCRIBED BEING SUBJECT TO VARIOUS RECORDED RIGHT OF WAYS AND EASEMENTS AS SHOWN AND RECORDED IN THE AFOREMENTIONED PLANS OF LOTS.

EXHIBIT "C"

LEGAL DESCRIPTION OF PHASE I COMMON PROPERTY

ALL those certain parcels of land situate in the Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, being known as Common Property .A., Common Property .B. and Common Property .C. in the 6th Amendment to the Main Line Plan No. 1 as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 200, pages 188 and 189.

LEGAL DESCRIPTION OF PHASE II COMMON PROPERTY

ALL those certain parcels of land situate in the Municipality of Mt. Lebanon, County of Allegheny and Commonwealth of Pennsylvania, being known as Common Property .D., Common Property .E. and Common Property .F. in the 6th Amendment to the Main Line Plan No. 1 as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 200, pages 190 and 191, and in Deed Book 11394, Page 556.
