

**FISCAL RESOLUTION**

**INITIAL CONTRIBUTION FEE  
FOR  
MAINLINE II HOMEOWNERS ASSOCIATION**

WHEREAS, the Pennsylvania Uniform Planned Communities Act, Section 5302, Paragraph 12, states that "The Association may impose a capital improvement fee on the resale or transfer of units."

WHEREAS, the Board of the Association wishes to establish an Initial Contribution Fee.

THEREFORE, BE IT RESOLVED that the following be the Association's policy on the Initial Contribution Fee.

Upon the purchase of each unit from the current unit owner, each new unit owner shall (from the closing on the unit) deposit or cause to be deposited with the management agent of the Condominium Association, or to such person or entity as may be otherwise directed by the Board of Directors an amount equal to three times (3x) the monthly assessment for the unit. Such amounts shall be held, together with amounts previously deposited by other unit owners, as an addition to the existing Reserve Account. To the extent that said fund may be depleted, or in the judgment of the Board of Directors be determined to be inadequate, the Board of Directors may increase the amount of the deposit required from each new unit owner. Such amounts deposited shall be nonrefundable.

This resolution will be effective 11.6.18

Michael W. Weirfeld  
President

11/6/18  
Date

Jo Ellen Brewton  
Secretary

11.6.18  
Date



60 2019 00025667

Allegheny County  
Jerry Tyskiewicz  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2019-25667

BK-DE VL-17740 PG-92

Recorded On: August 22, 2019

As-Deed Agreement

Parties: MAINLINE II HOMEOWNERS ASN

To MAINLINE II HOMEOWNERS ASN

# of Pages: 5

Comment: DECLARATION AMENDMENT

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

Deed Agreement	166.75
	0
	0
Total:	166.75

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 08-22-2019 / S 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: 2019-25667  
 Receipt Number: 3628354  
 Recorded Date/Time: August 22, 2019 10:14:23A  
 Book-Vol/Pg: BK-DE VL-17740 PG-92  
 User / Station: M Ward-Davis - Cash Station 25

BERNARD FEDAK  
 102 HAVERFORD CIRCLE  
 MT LEBANON PA 15228



*Jerry Tyskiewicz*  
 Jerry Tyskiewicz, Director  
 Rich Fitzgerald, County Executive

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**DECLARATION AMENDMENT 2019 - 1**

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**MAINLINE II COMMUNITY**

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Mainline II is made and adopted by an instrument approved by a 67% majority of the Unit Owners at Mainline II. This Amendment shall take effect upon the date that it is recorded in the Recorder's Office of Allegheny County, Pennsylvania.

WHEREAS, the Declaration for Mainline II Community, was recorded in the Recorder's Office of Allegheny County, Pennsylvania in Deed Book Volume 11535, Page 328; and

WHEREAS, a 67% majority of the Unit Owners at Mainline II desire to amend the Declaration of Mainline 2 Community, in order to establish a Renting, Leasing and Other Occupancy policy for all of the Units at Mainline II. MUNICIPALITY OF MT LEGANON

NOW THEREFORE, the Owners of the Units at Mainline II do hereby adopt the following Amendment to the Declaration by deleting and replacing Article IX in its entirety with the following:

**ARTICLE IX**

**RENTING and LEASING**

**Section 1. Scope.** As used in Section 2, below, the term "lease" shall encompass any contract or rental agreement whereby the occupant of a Unit is delivered to a person(s) who is not the Unit Owner (herein referred to as "tenant"), for any period of time, in exchange for monetary or other valuable consideration.

**Section 2. Lease Regulations.** The following conditions and restrictions regarding the leasing of any Unit at Mainline II:

- A) The lease shall be in writing and signed by all parties. A copy shall be given to the Home Owners Association Board of Directors (Association BOD). The Association BOD will submit a copy of the lease to the Property Manager.
- B) A lease shall be for a term of not less than one year nor more than two years.
- C) Every lease shall be approved by the Association BOD. Such lease must contain a provision that (i) the Unit Owner shall remain responsible for all charges, fees and assessments made against the Unit; (ii) the tenant will abide by all of the provisions

of: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations of the Association; and (iii) the Unit Owner will indemnify the Association against liability and loss for any breach or noncompliance by tenant with the Declaration of Covenants, Conditions and Restrictions, the By Laws or the Rules and Regulations of the Associations

- D) No Unit, when acquired by a new Owner, may be leased to a tenant before one year has elapsed from the date of purchase unless the tenant is a member of the Unit Owner's immediate family. The immediate family is defined as the Unit Owner's spouse, children, siblings or parents. See section 3 below.
- E) Before approval of any lease is given by the Association BOD, the tenant and the Unit Owner shall meet with one or more members of the Association BOD so that the: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations of Mainline II can be explained to the new tenant and any questions can be answered.
- F) The Unit voting rights remain with the Owner.
- G) A sale/lease-back arrangement between a new Owner and the prior Owner is permitted for a period of less than one year, provided that the term and conditions of the lease-back are defined in writing and presented to the Association BOD for approval.
- H) A lease contract renewal must be approved by the Association BOD.

**Section 3. Occupancy Arrangements with Immediate Family Members.** Notwithstanding Section 2, above, the following conditions and restrictions apply to "arrangements" where the Occupant of a Unit is not the Unit Owner but is an immediate family relative of the Unit Owner.

- A) Immediate family is defined as the Unit Owners spouse, children, siblings or parents.
- B) Immediate family "arrangements" where the Owner will not occupy the Unit must be approved by the Association BOD.
- C) Prior to approval, the immediate family member Occupant and the Owner will meet with one or more members of the Association BOD so that the: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations of Mainline II can be explained to the new tenant and any questions can be answered.
- D) The Unit Owner and the Occupant are responsible for compliance with Mainline II: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations.
- E) The Unit Owner is responsible to assure that there is adequate homeowner insurance coverage that recognizes the party wall arrangement with the adjoining Unit.
- F) The Unit Owner is solely responsible for all assessments.
- G) The Unit voting rights remain with the Owner.
- H) Immediate family arrangements in existence at the time of recording of this Amendment are exempt from requirements B and C above.

**Section 4. Other Occupancy Arrangements not covered above where the Unit Owner does not occupy the Unit.**

- A) All such arrangements must be approved by the Association BOD prior to anyone other than the Owner occupying the Unit.
- B) The Unit Owner shall submit a detailed request to the Association BOD clearly describing the occupancy arrangement.
- C) The Unit Owner will meet with one or more members of the Association BOD to discuss the details of the arrangement.
- D) Prior to approval, the Occupant and the Owner will meet with one or more members of the Association BOD so that the: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations of Mainline II can be explained to the new occupant and any questions can be answered.
- E) The Unit Owner and the Occupant are responsible for compliance with Mainline II: (1) Declaration of Covenants, Conditions and Restrictions, (2) By Laws and (3) Rules and Regulations.
- F) The Unit Owner is responsible to assure that there is adequate homeowner insurance coverage that recognizes the party wall arrangement with the adjoining Unit.
- G) The Unit Owner is solely responsible for all assessments.
- H) The Unit voting rights remain with the Owner.

**Section 5. The Board of Directors is given the authority to promulgate additional Rules and Regulations relating the leasing, Renting or other Occupancy Arrangements of Units provided that such additional Rules and Regulations are not inconsistent with the provisions of this article.**

CERTIFICATION

We, the President and Secretary of Mainline II Community Board of Directors, certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions was approved by at least 67% of Unit Owners voting by paper ballot.

Bernard J. Fedak 8/15/19  
PRESIDENT DATE  
MAINLINE II HOMEOWNERS ASSN  
Jo Ellen Brewton  
SECRETARY DATE  
8.15.19

RECORDING DATE

Commonwealth of Pennsylvania  
County of Allegheny

Signed (or attested) before me

on AUGUST 15<sup>th</sup> 2019  
by BERNARD FEDAK and JO ELLEN BREWTON

Bruce McCall: NOTARY

Commonwealth of Pennsylvania - Notary Seal  
Kenneth A. McCarrell, Notary Public  
Allegheny County  
My commission expires July 7, 2023  
Commission number 1234583  
Member, Pennsylvania Association of Notaries