

LAW OFFICES
FIKE, ~~CASCIO~~ & BOOSE
SCULL BUILDING
SOMERSET, PENNSYLVANIA 15501

FIKE, CASCIO & BOOSE

FINAL

CERTIFICATE OF TITLE

To: Alina Lemtyugova
2100 Monaghan Drive
Herndon, VA 20170

Premises: Property situate in Jennerstown Borough Somerset County, Pennsylvania, known as Lots No. 115C and 115D on Lake Shore Drive (See attached Exhibit "A")

From examination of the records in the Courthouse in Somerset, Pennsylvania, with respect to the above-described premises for the past forty (40) years, dating back from the date of this Certificate, we certify that, in our opinion, and to the extent the records examined are accurate, the same is good and marketable as set forth in your Deed dated July 3, 2024, and recorded in the Somerset County Recorder of Deeds Office on July 3, 2024, in Record Book Volume 3078, at Page 179, subject to the following encumbrances and other matters:

MORTGAGES

<u>MORTGAGOR</u>	<u>MORTGAGEE</u>	<u>RECORDED</u>	<u>R.B. VOL.</u>	<u>PAGE</u>	<u>AMOUNT</u>
------------------	------------------	-----------------	------------------	-------------	---------------

NONE OF RECORD

JUDGMENTS

<u>DEFENDANT</u>	<u>PLAINTIFF</u>	<u>ENTERED</u>	<u>NUMBER</u>	<u>AMOUNT</u>
------------------	------------------	----------------	---------------	---------------

NONE OF RECORD

OTHER MATTERS

1. There are no delinquent taxes returned to the Tax Claim Bureau, and this Certificate is subject to the production of paid tax receipts for the last three (3) full years.
2. Taxes, municipal claims, and other claims or liens not filed of record in the Courthouse of Somerset County are specifically excluded from this Certificate.

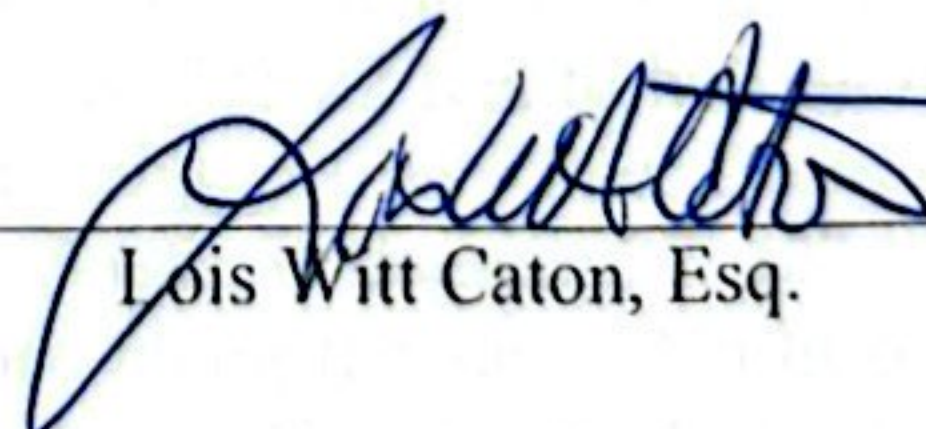
3. This Certificate does not certify to the location or quantity of land, the accuracy of lot lines, nor to the fact that any buildings on the land are within lot lines, without a current survey from a professional engineer.
4. This Certificate is good only to the party to which it is addressed and may not be assigned. Further, it is issued subject to all rights of persons who may be in possession under lease, or title, or claim of title, not of record, and to any matter, which could be discovered by inspection of the premises.
5. This Certificate does not certify to the effects of zoning or other regulatory legislation affecting the premises or the conveyance thereof, or regarding the availability of sewage facilities to serve the subject premises, or regarding the disposal of "hazardous waste", as that term is defined by the Pennsylvania law, upon or beneath the subject premises.
6. If any improvements have been made to the subject premises within the last six (6) months, this Certificate does not certify as to the right of any contractor or material supplier to perfect or attempt to perfect a mechanic's lien or materialman's lien, unless a legally effective Waiver of Right to File Lien or Release of Mechanic's Lien is filed of record.
7. This Certificate does not certify the existence or extent of coal, oil, gas or other minerals, mining or exploration rights, or the obligations of support and liability for damages arising from the exercise of any mining or exploration rights.
8. This Certificate does not certify to and is therefore under and subject to any child or spousal support obligations or orders not of record in Somerset County or on file with the Somerset County Domestic Relations Department.
9. TOGETHER WITH the right of ingress, egress and regress over and across a 33 foot easement (described as a 40 foot easement recited in the prior deed but agreed to be 33 feet by prior grantee herein) extending from Lake Shore Drive in a Southwesterly direction along the Southeasterly border of the above described lot as more particularly described on draft prepared by Ely & French Assoc. Inc., dated November 16, 1976, and attached to a deed recorded in Deed Book Volume 803, Page 932.
10. EXCEPTING AND RESERVING, however, from this conveyance, all coal, mineral and mining rights as previously excepted, reserved or conveyed and the necessary rights of way for the installation, maintenance and replacement of water and utility lines.
11. THIS DEED to the Premises duly executed and delivered by Grantor herein to Grantees herein and recorded by Grantees in the Recorder of Deeds Office of Somerset County, Pennsylvania, or any future deed to said Premises duly executed and delivered by the then owner in the chain of title to the then Grantee and recorded as aforesaid by the then Grantee shall be the sole evidence of and shall constitute a "Certificate of Membership" in said nonprofit corporation known as Stoughton Lake Homeowners Association, Inc., all prior deeds to the above Premises thereupon being null and void as a "Certificate of Membership" in said nonprofit corporation, and the most recent duly executed deed being

the then sole evidence of said membership, and the said "Certificate of Membership" shall and must always be transferred only by the execution, delivery and recording of a deed to the above described Premises as set forth aforesaid, and the "Certificate of Membership" and/or the rights evidenced thereby shall not in any manner whatsoever be separated from nor transferred to any person, persons or organization other than the then Grantee as evidenced by said Deed so that the ownership of said Premises and the "Certificate of Membership" in said nonprofit corporation with all the rights and obligations thereto appertaining, shall always be in exactly the same person or persons or organization and in the same capacity. The Deed to the Premises so recorded (being the "Certificate of Membership") shall entitle the holder thereof to voting privileges as established and/or amended by the Stoughton Lake Homeowners Association, Inc., all in accordance with the Declaration of Covenants, Conditions and Restrictions, and By-Laws, rules or regulations duly adopted in accordance therewith of said Stoughton Lake Homeowners Association, Inc., as the same may now exist or as the same shall hereafter be established, amended or modified in accordance with the foregoing.

12. TOGETHER WITH the right of ingress, egress and regress to, over and across the roadways constructed in the Stoughton Lakes Development, for the use of the Grantees, their invitees, successors and assigns, for the purpose of access to the said premises.
13. UNDER AND SUBJECT to the following restrictions and regulations:
 - A. But one building shall be erected upon each of the lots and said building shall be used solely for a dwelling or residential purpose and no commercial, mercantile or social club establishment shall be conducted or maintained thereon. As appurtenant to the residence and to be used only in connection with it, a garage may be erected on the premises hereby conveyed; unless said garage is a component part of the residence, said garage shall not exceed one story in height.
 - B. The building line of the structure erected on the lot shall be no less than twenty (20) feet from northerly and southerly lines and no less than forty (40) feet from the easterly and westerly lines, and the structure to be erected on each of said lots shall cost no less than Fifteen Thousand Dollars (\$15,000.00) to build.
 - C. No livestock or farm animals shall be kept or raised upon the premises.
14. UNDER AND SUBJECT to any and all other conditions, restrictions, covenants, easements and rights-of-way as contained in prior deeds of conveyance or as are apparent on the premises.

FIKE, CASCIO & BOOSE

By


Lois Witt Caton, Esq.

Somerset, Pennsylvania
Dated: July 3, 2024

EXHIBIT "A"

ALL THOSE two certain tracts or parcels of land situate in Jennerstown Borough, Somerset County, Pennsylvania, bounded and described as follows:

PARCEL NO. 1: ALL that certain parcel or tract of land situate as aforesaid and being **Lot No. 115 C** in the Stoughton Lake Development Plan of Lots dated November 16, 1976, and recorded in Somerset County Plat Book Volume 5, at page 27, more particularly bounded and described as follows:

BEGINNING at a hub on the original line of Martha Hay Estate at corner of Lot No. 115 B; thence along said Lot No. 115 B, South 38 degrees 42' East 291.62 feet to a hub on the westerly right of way line of a 40 foot easement; thence along said 40 foot easement, South 48 degrees 17' 30" West 100.14 feet to a hub at corner of Lot No. 115 D; thence along said Lot No. 115 D, North 38 degrees 42' West 288.22 feet to a hub on line of lands of Martha Hay Estate; thence along said lands, North 46 degrees 21' 6" East 21.56 feet to an iron pin; thence along the same and the same course 78.81 feet to a hub at corner of Lot No. 115 B, the place of beginning. CONTAINING 0.666 acre.

Ref #22-0-004790.

TOGETHER WITH the right of ingress, egress and regress over and across a 33 foot easement (described as a 40 foot easement recited in the prior deed but agreed to be 33 feet by prior grantee herein) extending from Lake Shore Drive in a Southwesterly direction along the Southeasterly border of the above described lot as more particularly described on draft prepared by Ely & French Assoc. Inc., dated November 16, 1976, and attached to a deed recorded in Deed Book Volume 803, Page 932.

EXCEPTING AND RESERVING, however, from this conveyance, all coal, mineral and mining rights as previously excepted, reserved or conveyed and the necessary rights of way for the installation, maintenance and replacement of water and utility lines.

PARCEL NO. 2:

ALL THAT certain parcel or tract of land situate as aforesaid and being **Lot No. 115 D** in the Stoughton Lake Development Plan of Lots dated November 16, 1976, and recorded in Somerset County Plat Book Volume 5, at page 27, more particularly bounded and described as follows:

BEGINNING at a hub on original line of Martha Hay Estate at corner of Lot No. 115 C; thence along said Lot No. 115 C, South 38 degrees 42' East 288.22 feet to hub on the western right of way line of a 40 foot easement; thence along said right of way line, South 48 degrees 17' 30" West 55.66 feet to a hub; thence along the same, South 56 degrees 27' 30" West 97.18 feet to a hub on line of lands of Martha Hay Estate; thence along the same, North 63 degrees 43' West 285.60 feet to an iron pin; thence along the same, North 46 degrees 21' 06" East 273.56 feet to a hub at corner of Lot No. 115 C, the place of beginning. CONTAINING 1.357 acres.

TOGETHER WITH the right of ingress, egress and regress over and across a 33 foot easement (described as a 40 foot easement recited in the prior deed but agreed to be 33 feet by prior grantee herein) extending from Lake Shore Drive in a Southwesterly direction along the Southeasterly border of the above described lot as more particularly described on draft prepared by Ely & French Assoc. Inc., dated November 16, 1976, and attached to a deed recorded in Deed Book Volume 803, Page 932.

EXCEPTING AND RESERVING, however, from this conveyance, all coal, mineral and mining rights as previously excepted, reserved or conveyed and the necessary rights of way for the installation, maintenance and replacement of water and utility lines.

BEING the same premises conveyed unto Aline Lemtyugova by James R. Maust and Kaye A. Maust, husband and wife, by Deed dated July 3, 2024, and recorded in the Office of the Recorder of Deeds of Somerset County, Pennsylvania, in Record Book Volume 3078, Page 179.

THIS DEED to the Premises duly executed and delivered by Grantor herein to Grantees herein and recorded by Grantees in the Recorder of Deeds Office of Somerset County, Pennsylvania, or any future deed to said Premises duly executed and delivered by the then owner in the chain of title to the then Grantee and recorded as aforesaid by the then Grantee shall be the sole evidence of and shall constitute a "Certificate of Membership" in said nonprofit corporation known as Stoughton Lake Homeowners Association, Inc., all prior deeds to the above Premises thereupon being null and void as a "Certificate of Membership" in said nonprofit corporation, and the most recent duly executed deed being the then sole evidence of said membership, and the said "Certificate of Membership" shall and must always be transferred only by the execution, delivery and recording of a deed to the above described Premises as set forth aforesaid, and the "Certificate of Membership" and/or the rights evidenced thereby shall not in any manner whatsoever be separated from nor transferred to any person, persons or organization other than the then Grantee as evidenced by said Deed so that the ownership of said Premises and the "Certificate of Membership" in said nonprofit corporation with all the rights and obligations thereto appertaining, shall always be in exactly the same person or persons or organization and in the same capacity. The Deed to the Premises so recorded (being the "Certificate of Membership") shall entitle the holder thereof to voting privileges as established and/or amended by the Stoughton Lake Homeowners Association, Inc., all in accordance with the Declaration of Covenants, Conditions and Restrictions, and By-Laws, rules or regulations duly adopted in accordance therewith of said Stoughton Lake Homeowners Association, Inc., as the same may now exist or as the same shall hereafter be established, amended or modified in accordance with the foregoing.

UNDER AND SUBJECT to all adverse conveyances, encroachments, exceptions, reservations, conditions, restrictions, easements, rights of way and encumbrances of record and/or which are apparent on the ground.