

Garden View Estates of Center Township HOA, Inc.

Rules & Regulations

Dear Homeowner:

By purchasing a lot or home in Garden View Estates, you have become a member of the Garden View Estates of Center Twp. HOA, Inc. and will remain a member for as long as you own your home or property. Membership in the Association is mandatory.

As a property owner in a community association, you will be required to pay assessments, abide by the community's rules and regulations and maintain those areas of your home for which you are responsible.

The Rules and Regulations are in addition to any provisions contained in the Declaration of Covenants, Conditions and Restrictions, By-Laws of Garden View Estates, and the Community Center Rules and Regulations and shall in no way limit, amend or alter said documents.

You should have received copies of these documents from your closing attorney. If you have not, please contact your attorney.

The Board of Directors of the Garden View Estates Homeowners Association adopted all of the provisions of the enclosed "Rules and Regulations" on the 4th day of December 2010.

Amended: 02/16/2012 Pets (p.2)

04/01/2014 Red Raven Rock (p.3)

07/10/2015 Insurance (p.4)

09/08/2015 Pets (p.2)

01/14/2020 Assessments and Special Assessments (p. 5)

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General Rules

Repair Requirements: Each owner shall, at their sole cost and expense, repair his residence, keeping the same in a good condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear. Construction or replacement materials for the outside of a residence must be of the same color and quality (or better) of that material being replaced.

Pets: Only one (1) common domesticated household pet of the Property Owners and Property Owners' guest may be kept on any lot or in any dwelling in Garden View Estates, but in no event for the purpose of breeding or for any commercial purposes whatsoever. If a Property Owner has more than one pet on or before December 4, 2010, the owner may keep the additional pet/s for the life of the pet/s. The homeowner must show proof of liability insurance pertaining to the animal.

No other animals, live stock, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the property.

Homeowners are responsible to see that their pets do not cause a nuisance. Pets are required to have some kind of identification on them and must have required license and current inoculation against rabies. All animals must be kept on a leash at all times unless within a dwelling.

Pet owners are responsible for cleaning up any mess that a pet creates within any lot or the Association property. Pet owners are requested to carry a scoop or other device to clean up any defecation left by their pet.

Clothes Drying: No drying or airing of any clothing or bedding shall be permitted outdoors on the lots or houses or over the deck railings of any dwelling. No clotheslines shall be installed or located on any lot in the community.

Lighting: The design and location of all exterior lighting fixtures shall be subject to the approval of the Architectural Control Committee (ACC) or Board of Directors. Neither these nor other illumination devices including, but not limited to, holiday ornaments located anywhere on the structures or grounds of any residential lot within the property shall be located, directed, or of such intensity to affect adversely the nighttime environment of the adjacent property.

Each unit owner is responsible for replacement and maintenance of residential pole lamps. To maintain proper lighting and visibility, owners shall make sure these lights are operating in the late evenings and nights.

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Window Treatments or Door Coverings: Window treatments shall consist of drapery, blinds, decorative panels, door coverings or other tasteful window coverings. No sheets, towels, newspaper, aluminum foil or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a dwelling or when permanent window treatments are being cleaned or repaired.

Safety: No one shall permit any activity or keep anything in a unit or elsewhere in the Association that could be a fire or health hazard, or in any way tend to increase insurance rates.

Sidewalks, driveways, and other common areas of travel must not be obstructed in any manner and are to be kept free of any materials which would be unsightly or hazardous except in extreme circumstances related to snow removal.

Landscaping and Lawn Maintenance: It is the responsibility of each unit owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on any lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. Other than the original shrubs planted by the developer, the owner of each lot containing a dwelling shall be required to maintain the landscaping of their lot and any contiguous property between their lot and the pavement edge of any abutting road.

Beginning in May, 2014, the ground cover for the front area of each home will be red raven rock. Residents wishing to opt out and continue to use mulch, preferably brown, must put their request in writing and deliver it to a board member before any work is done. The mulch must be refreshed every two years no later than the end of June and at the homeowner's expense.

When the home is sold, the current owner must stipulate to the new buyer that the association will replace the mulch with red raven rock. The association will cover the expense of the replacement in the front of the home at the time it is sold to a new owner.

Nuisances: See Covenants, Article VIII, Section 4

Signs: See Covenants, Article VIII, Sections 5 and 6

Trash and Other Materials: See Covenants, Article VIII, Section 9

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Ownership and Leases

Ownership: No Unit Owner/Resident of a unit shall use the unit for purposes other than as a residence for persons living together as a single housekeeping unit, except that, model units maintained by future developers in accordance with the Declaration of Covenants, Conditions and Restrictions may be used for sales purposes.

Leases: No portion of a dwelling (other than an entire dwelling) may be rented. All leases must be in writing and must be for a term of one year or longer. The lease shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Covenants, By-Laws, or applicable Rules and Regulations. The owner must deliver a copy of the proposed lease to the Association 10 days prior to occupancy by the tenant.

Interval Ownership: No improvement or any part thereof on any lot shall be sold or leased under timeshare or interval ownership plan, whether by conveyance of deed, lease, right to use, or otherwise.

Occupancy: No more than two (2) persons are allowed per bedroom for each unit residence.

Insurance

Association Insurance: In addition to insured common property, your association documents and the board resolutions also obligate the association to insure the units. Garden View Estates has met this obligation by purchasing an Association Policy underwritten by the Erie Insurance Exchange.

The Master Policy covers damage from catastrophic events such as fires and severe weather related damage. The policy doesn't cover floods.

The policy does cover the shell of the unit but excluding the **normal aging** of doors, windows, furnace, air conditioners, hot water tanks, garbage disposals, leaking faucets, frozen pipes, fireplaces, replacement of outdoor lamp posts, electrical malfunctions, cabinets, etc.

Complementing with the association's insurance responsibilities, each unit owner also has insurance obligations. While Garden View Estates owners do not have to purchase coverage for any part of the building, residents still must purchase a homeowner's policy insuring the resident's personal property and personal liability exposure. A resident's insurance obligations are satisfied by purchasing a Unit Owner's Policy (**Form HO-6**).

On any homeowner's insurance claim, the homeowner is responsible for any insurance deductible.

Insurance of Contractors: Each unit owner should obtain a certified copy of insurance from any contractor whom they hire to perform work on the exterior of their unit. The Association accepts **no** liability for any contractor/ subcontractor who does work on a unit at the unit owner's request and is not properly insured.

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Traffic and Parking Rules

Anyone operating a vehicle in Garden View Estates should be aware that the roads are residential and are also used for walking, jogging, and bicycles. Please be aware and keep the roads safe for residents and others enjoying the outdoors.

No vehicle containing lettering, signs or equipment, and no recreational vehicle, camper, trailer, boat, aircraft, motorcycle, or commercial vehicle may be parked or stored outside of a dwelling overnight. Parking is not permitted on common driveways or lawns. All vehicles parked within a property must be in good condition and repair. Any vehicle which does not contain a current license plate or which cannot operate on its own power shall not be parked within the property outside of an enclosed garage for more than 24 hours.

Parking on the grass shoulders along the road is prohibited except on a short term emergency basis. Exceptions will be made for guests of property owners to permit temporary use of the grass shoulders for parking while hosting a social event.

All residents, their guests and visitors must remove their vehicles from the street when the roads are being cleared for snow removal. The Association reserves the right to have any car violating this rule towed away at the owner's expense.

In case of repeated or extended parking violations, the Board of Directors has the right to have the vehicle removed at the property owner's expense as well as imposing applicable fines.

Assessments and Special Assessments

Monthly assessments are due on the first day of each month. Each Property Owner will have until the last business day of the month when due to pay each assessment. If an assessment is not received on or before the last business day of the month when the assessment is due, a late fee of 10% will be added to the resident's account. Late charges and /or collection fees will be charged for every month that the assessments are not paid.

After 30 days, if a monthly assessment fee is not received, a late notice will be sent to the resident.

If the total assessment in arrears reaches \$1,000.00, legal action will be taken for collection of the fees.

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Assessments and Special Assessments (cont.)

Returned checks due to insufficient funds require special handling and processing. Because of the expense involved in handling returned checks, a \$10.00 administrative fee and a \$35.00 insufficient check charge will be charged for each returned check. The Unit Owner/Resident will be given five (5) days to replace the check in addition to the \$45.00 in fees and payment shall only be accepted by certified check or money order. Any resident who submits an insufficient check which requires collection shall have to pay assessment fees by certified check or money order for the next six (6) months.

Violations and Fine Schedule

Violation of Rules and Regulations should be reported in writing to the Association Secretary and be supported by reasonable proof or evidence and/or witnesses of the infraction.

First Offense	Written warning from the Board of Directors
Second Offense	\$ 25.00 Fine
Third and Subsequent Offenses	\$ 50.00 Fine

Any fine not paid within 30 days of notice will be charged a late fee of \$15.00 per month.

A Unit Owner/Resident may request to appear at any regular Board of Directors Meeting to discuss either a violation or fine. The President or Secretary of the Board of Directors must be notified five (5) days prior to the meeting. The Board of Directors will hear the case of the Unit Owner/Resident and determine what action, if any, will be taken. A notice of determination will be sent stating the outcome.

The Association may assess the aforementioned fines repeatedly upon failure of a resident to correct the infractions after written notice. Any fine levied shall be collected in the same manner as common assessments. Any resident accused of violations and assessed a fine shall, upon written request, be heard by the Board of Directors. The decision of the Board shall be final.

Cost Responsibilities

Common Driveways: Garden View Estates Homeowners Association will be responsible for replacement of all common driveways, due to normal wear and tear. Driveways or sections of driveways will be replaced if there is a danger to residents, visitors or vehicular traffic. The decision to replace a part or parts of a driveway will be at the discretion of the Board of Directors. Driveways will not be replaced for cosmetic reasons.

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Sidewalks: Garden View Estates Homeowners Association will be responsible for replacement of all common sidewalks, due to normal wear and tear. Sidewalks or sections of sidewalks will be replaced if there is a danger to residents or visitors. The decision to replace a part or parts of a sidewalk will be at the discretion of the Board of Directors. Sidewalks will not be replaced for cosmetic reasons. Personal sidewalks from driveways to home entrances are considered the responsibility of the unit owner.

Roofs: Garden View Estates Homeowners Association will be responsible for replacement of all unit roofs, due to normal wear and tear. Roofs will be replaced when a contractor has been asked by the Board of Directors to view a roof and reports that the roof is not repairable. The decision to replace a roof will be at the discretion of the Board of Directors. Roofs will not be replaced for cosmetic reasons.

Windows, Siding, Bricking, Doors, Garage Doors, Soffits, Fascia, Patios, Gutters, Downspouts and Decks: The unit owner will be responsible for replacement of their windows, siding, bricking, doors, garage doors, soffits, fascia, patios, gutters, downspouts and decks. Any replacement of these items must be in compliance with Article VI of the Declaration of the Covenants, Conditions and Restriction of Garden View Estates and meet the approval of the Architectural Control Committee (ACC) or Board of Directors of Garden View Estates.

Conclusion

These "Rules & Regulations" have been established to safeguard the property of Garden View Estates and its residents, their personal safety and privacy.

The Board of Directors reserves the right to delete, revise or amend any part or parts of the Rules and Regulations for Garden View Estates as they deem necessary.

All unit owners will be given a copy of this document and any future document which is revised or amended.