

HEMLOCKS II HOMEOWNERS ASSOCIATION RULES & REGULATIONS

These Rules and Regulations shall be deemed effective until amended by the Board of Directors and shall apply to and be binding upon all present and future Unit Owners/residents, mortgagees, lessees, and occupants of the Units and their agents, employees, invitees, and any other person or entity who may use the same. The Unit Owner/Residents shall at all times obey these Rules and Regulations and shall use their best effort to ensure that they are faithfully observed by their families, guests, invitees, lessees and persons over whom they exercise control and supervision.

- The sidewalk, entrances and all common areas must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit.
- The personal property of all Unit Owners/Residents shall be stored within their unit and not facing another unit at all times except when in use: i.e.: personal property includes toys, chairs, grills, tools, garbage containers.
- All trash must be kept in containers and must be stored inside the unit, or can be stored in the back of the unit, providing the unit has woods behind it. If the unit's back is facing another unit, the trash receptacles must be kept inside.
- All trash can be placed out for collection the day prior to the collection day and returned to its place in a reasonable time.
- No Unit Owner/Resident shall make or permit any noise that will interfere with the rights and comforts or conveniences of other Unit Owners/Residents between the hours of 10pm-7am.
- No Unit Owner/Resident shall make or permit to be made any changes to the exterior of a Unit without receiving written approval from the Board of Directors.
- No political/campaign sign or banner, no sign, advertisement, notice, or lettering shall be exhibited, displayed, inscribed, painted or affixed on, or upon any part of the Property, or on or upon any part of a Unit by any Unit Owner/Resident. The only exception shall be a real estate or "For Sale" sign. Only one sign per Unit is permitted and this sign shall not advertise the sale price of the unit.
- The US flag may be displayed.
- Only 15% of the units shall be rentals.
- No unlawful use shall be made of the Property or any part thereof; and all valid laws, zoning, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed by all unit owners/residents, occupants and guests.
- Each unit owner shall be responsible for the actions of their pets. The following are rules under which a **PET** may be maintained:
 - Dogs are required to be on a leash when outside of the unit.
 - Pet owners need to be respectful of their neighbors' property. The owner is required to clean up the excrement immediately.

- All pets requiring a license must be licensed with a current license and properly vaccinated.
- No exotic pets are permitted within the community. No pet may be kept or bred or maintained for any commercial purposes.
- Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, upon 10 days written notice from the Board of Directors. It is considered a nuisance or unreasonable disturbance when:
 - ❖ A pet chases or attacks any person or other pet within the community or three written violations of the Pet Rules have been documented.
 - ❖ Unit Owners must ensure that their tenants and/or visitors with pets comply with all pet rules.
 - ❖ Any complaint concerning violation(s) of the Pet Rules must be presented to Acri, containing all pertinent information. Upon receipt of the complaint, the offending pet owner will be advised of the complaint and given the opportunity to present their defense. It will be up to the Board of Directors to reach a decision.
- No clothes, sheets, blankets or other articles shall be hung or exposed on any Unit.
- No radio or television aerial, antenna, wiring shall be installed without written consent of the Board of Directors.
- All appliances satellite dishes and electrical equipment of any kind, however powered, installed, or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters (insurance companies) having jurisdiction.
- Drains shall not be used for any other purpose other than that for which it was designed. The cost of repairing any damage to the Unit resulting from any misuse shall be borne by the Unit Owner where the misuse occurred.
- All Unit Owners/Residents are limited to the number of vehicles that can reasonably be parked in their garage or driveway. No vehicles shall be permitted to park on the grass, or across from a driveway (to avoid accidents). In addition, parking shall be limited to currently licensed, inspected automobiles in operating condition. No vehicle repairs, except for minor repairs taking less than 24 hours, will be permitted. Overnight parking regulations must be observed.
- No Unit Owner/Resident shall conduct or permit anyone to conduct any business out of his/her Unit, which shall be in violation of any zoning ordinance of Hampton Township or Allegheny County.
- Owners/Residents shall be responsible for the maintenance, repair, and replacement of their own decks, porches and patios, windows, garage doors, and sliding doors.
- No trailer, tent, shed, animal houses or outbuildings of any kind shall remain on any lot for a long period of time.

- No lot shall be used or maintained as a dumping ground for rubbish, yard debris, or compost.
- No fence shall be erected on any lot without permission of the board.

The Board of Directors shall have, in addition to other remedies, the right to levy fines for violation of these Rules and Regulations. Any fines levied are to be considered as an assessment against the particular Unit Owner involved, which is due and payable with that Unit Owner's next monthly assessment payment.

Adopted by the Hemlocks II Homeowners Association, Inc. Board of Directors this ___ day of September, 2022.

**HEMLOCKS II ASSOCIATION
APPROVED ALTERATIONS**

WINDOW BOX INSTALLATIONS:

Window boxes may be installed on the unit provided that they are:

- Constructed of wood
- Painted to match the building trim
- The size not to exceed the width of the window and no higher than 12 inches.
- Flowers can be planted on or after May 1st and must be removed by November 15th.
- No silk or artificial plants are permitted.

To view examples of the approved window boxes, you may view the ones at 2346 and 2354 Big Rock Road.

RETRACTABLE AWNINGS:

Retractable awnings are permitted at the rear of the unit over the decks after board approval.

STORM DOORS:

- Only full view storm/screen doors, either almond or white, are permitted. The door must either match the front door or the window frame work.
- The glass must be clear glass. The glass cannot be smoked, colored, beveled, stained, frosted or have any types of inlays including brass and brass edging.
- The border cannot exceed 4 inches. A brass handle and brass kick-plate is permitted.

All storm doors must be submitted to the Architectural Review Committee with a manufacturer's brochure showing an exact picture or sketch of the door and approved by the Board prior to installation.

SATELLITE DISH SPECIFICATIONS:

- The size of a satellite dish cannot exceed 18" in diameter.
- Any damage to the unit or property during the installation, maintenance, use or removal of the dish is the responsibility of the Unit Owner.

Prior to making any alterations or changes to the unit approval must be granted by the Board of Directors.

HEMLOCKS II HOMEOWNERS ASSOCIATION, INC.
RULES ENFORCEMENT POLICY AND PROCEDURES

WHEREAS, Article X, Section 1 (a) of the By-Laws grants the Board of Directors ("Board") the power and duty to adopt and publish rules and regulations covering the details of the operation and use of the Property.

WHEREAS, for the benefit and protection of the Association and of the individual members, the Board deems it desirable to establish and operate by a uniform procedure to assure an orderly disposition of all cases where there is a question of compliance by a unit owner, his family, his guests or tenants, with the provisions of the Declaration, By-Laws or the Rules and Regulations as amended ("Association Documents"), thereby minimizing the necessity of seeking action in and through a court of law or equity; and

WHEREAS, it is the intent of the Board to establish a uniform procedure for Board to follow where they must take action relative to questions of compliance by individuals with the provisions of the Association Documents;

NOW, THEREFORE BE IT RESOLVED that the following be adopted by the Board as the Rules Enforcement Policy and Procedure of the Association.

This policy is to be used by the Board in all cases of alleged violations of the Association Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of a letter or note or a completed Rule Violation Form from any unit owner or a report from the management representative. This documentation should state essentially the following:

- The nature of the violation;
- The date and approximate time of the violation;
- The approximate location of the violation;
- The name and unit address of the offending party;
- The name and unit address of the person reporting the violation;
- A statement verifying that the person reporting the violation actually observed the violation; and
- Any other information that may aid the Board in resolving the violation.

The sequence of events in enforcing this policy and procedure is as follows:

If, in the opinion of the Board or its authorized management agent, the reported violation does not endanger other residents or property and can best be cured by a warning, the Board or its authorized agent shall cause a letter to be sent by regular mail to the offending party and/or unit owner describing the alleged violation, demanding (1) that any such violation cease immediately, and (2) if appropriate, the common element that was damaged by the violation be restored.

If the violating party and/or unit owner does not comply with the warning letter, and continues thereafter to violate the Association Documents, the Board or its authorized agent shall cause to be sent to the offending party and/or unit owner by regular mail a written notice of the violation and pending fine, containing essentially the following information:

- A description of the nature, the time and place of the violation;
- A demand that the violation immediately cease and that any damage to the property be restored within a ten (10) day period.
- A statement that a fine in the amount of \$25.00 is imposed on the offending party and/or unit owner. A statement that if the offender and/or unit owner wishes to appeal the fine, he/she must contact the managing agent (or the Board if there is no managing agent) in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. Any request for an appeal before the Board will stay the imposition of any fine until the Board

disposes of the case, noting however that if the Board finds the alleged violator and/or unit owner guilty of the infraction charged that any fine imposed will be retroactive to the date the Board's initial notice of the violation to the violator and/or unit owner;

- A warning that, if the violation continues, a fine of ten dollars (\$10.00) per day thereafter will be imposed until the violation has been cured; and
- A statement that any damage caused by the violation will be assessed against the offending party and/or unit owner, and that attorney fees and costs may be assessed accordingly.

If any fines imposed by the Board under this policy and procedure are not paid within thirty (30) days of the initial assessment or the violation otherwise continues, the matter may be referred by the Board to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney fees, interest and costs incurred shall be assessed and collected against the offending party and/or unit owner. If at any time, a unit owner or violator fails to pay any sums due to the Association for any reason, then those sums due will accrue interest at the rate of one percent (1%) per month on the outstanding balance until said sums are paid in full.

This policy and procedure is applicable to any violation of the Association Documents which does not currently specify a fine and/or a method of collecting fines by the Board. If a section of the Association Documents does specify a fine and/or a method of collecting the fine, then the amount of the fine and/or the procedure set forth herein will be followed.

All fines are to be paid to:

HEMLOCKS II HOMEOWNERS ASSOCIATION, INC.
Acri Commercial Realty, Inc.
290 Perry Highway
Pittsburgh, PA 15229

Adopted by the Hemlocks II Homeowners Association, Inc. Board of Directors this 21st day of September, 2005.

HEMLOCKS II HOMEOWNERS ASSOCIATION, INC.
Request for Approval
Exterior Alteration to Home or Land Area

1. _____
Name of Owner Requesting Approval Phone Number
2. Address where Alteration will be made: _____

3. Mailing Address of Owner, if different from above: _____

4. Type of Alteration:
_____ Landscape _____ Building Exterior _____ Other

Please specify other: _____

5. Scope of Alteration: Please explain in detail what you are requesting permission to do. Include approximate dimensions, if appropriate. If you are requesting a paint color. Please list your first, second and third choices. _____

6. Location of Alteration:
_____ Front _____ Side _____ Rear _____ Other

Please specify other: _____
7. Describe the type of materials to be installed: _____

8. Explain if any existing elements will be affected by this alteration, i.e., will existing shrubs be moved or part of existing porches be dismantled, etc. _____

9. Expected date to begin alteration: _____

Expected date to complete alteration: _____

10. Effect of alteration on neighbor to either side of your home: _____

11. YOU MUST ATTACH A DRAWING SHOWING ALL EXISTING ELEMENTS, INCLUDING SHRUBS AND PORCHES IN SOLID LINES AND THE PROPOSED ALTERATIONS IN DOTTED LINES. INCLUDE THE FIRST THREE FEET OF EACH OF YOUR NEIGHBOR'S LOTS AND YARD. SHOW DISTANCE FROM NEAREST EXISTING ELEMENTS TO PROPOSED ALTERATIONS OR ADDITIONS. ALSO ATTACH SPECIFICATIONS AND A COPY OF THE CONSTRUCTION PROPOSAL AND MANUFACTURER'S BROCHURE IF AVAILABLE.

12. Signatures of nearest neighbor to the right and left of your home to signify they have no objections to this proposed alteration.

Signature

Signature

*NOTE: If you are unable to obtain the signatures of one or both of our neighbors, please explain the reason. Obtaining signatures of your immediate neighbors will facilitate the application process.

NO WORK MAY BEGIN UNTIL A LETTER OF APPROVAL HAS BEEN ISSUED BY THE MANAGER. THE HEMLOCKS II HOMEOWNERS ASSOCIATION, INC. BOARD OF DIRECTORS REVIEWS EACH REQUEST AND VOTES ON EACH APPLICATION.

Signature of Owner requesting approval

Date

FOR MANAGEMENT USE ONLY

Application Approved _____

Application Not Approved _____

Date