

# **CHESTNUT GROVE II CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

### **I. INTRODUCTION**

The Chestnut Grove II Condominium Association has set forth these Rules and Regulations intending to reflect the need for both individual preferences and community wide interests. In doing so we recognize that, while residents have varied tastes and preferences, Rules and Regulations are ultimately meant to maintain and increase the financial value of the properties owned within the Chestnut Grove community.

The Following Rules and Regulations regarding life and living in our community have been adopted by the Board of Directors of the Chestnut Grove II Condominium Association in accordance with the Covenants and By-laws to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the Declaration of Condominium and the By-laws, which the Board of Directors uses as its primary governing documents. All three documents are in force. In case of conflict between the wordings of these documents, the Declaration of Condominium and the By-laws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable Covenants and By-laws.

In establishing and maintaining the Rules and Regulations, or Standards, the Board shall make every effort to ensure that they minimize any effect on the unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

### **II. General Information**

Your Association (CGIICA) is responsible for the operational management and oversight of maintenance and improvement of the Common Elements which include the streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, street lighting and parking areas. These areas are for the exclusive use of the individual residents/unit owners and/or their guests. The Association may engage a professional managing agent and delegate management responsibilities to that party.

Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant guest, family member or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.

### III. Rules and Regulations

These are the general rules and regulations of the Association. Exceptions to these rules may be granted only by a written notice from the Board prior to acting outside the rules and regulations.

1. The exterior structures of the Chestnut Grove II Condominium Community are shared structures, designed and built with an overall community theme. As such they are to remain unchanged in terms of style, structure, color and compatibility with adjoining units. Homeowners may not make any alterations, removal, additions or improvements to the exterior of their units without the express permission of the Executive Board. Refer to the Declaration of Condominium, Article VIII, and paragraph 8.1.14 for required procedures.
2. The personal property of all residents shall be stored within their unit, not on their covered porches. This excludes patio furniture and grills which shall be kept in a neat and orderly manner.
3. Trash and garbage shall be placed in sealed plastic bags. Trash cans shall be kept inside (the garage) the unit until the collection day. Trash cans, refuse and recycling containers shall be placed curbside no earlier than **dusk or 6 p.m.** (whichever comes first) the evening before the scheduled pickup day. Recycle items are to be secured so as to prevent them from being blown around the neighborhood. Trash cans and recycle bins must be placed back in your unit by dusk the evening of trash pick-up day.
4. All items shall be removed from the unit parking area no later than November 1<sup>st</sup>. Permitted items may be returned to the area on or after April 15<sup>th</sup>
5. No linens, clothing, curtains, rugs, mops or laundry of any other kind or any other article may be hung from any windows, doors, covered porches, railings or exposed on part of the Limited Common or Common Areas. (Refer to the Declaration of Condominium for the definition of Common and Limited Common Area.)
6. No ornamental decorations are permitted to be permanently hung or attached on any portions of the exterior side of the units. This includes units with enclosed porches. Door decorations are permitted, but not permanently attached.
7. A "sun blocking" blind, which complies with the specifications, may be professionally installed on the inside of the porch overhang. Application to install along with specification for the proposed blind must be submitted and approval received before ordering and having it installed.
8. Covered porches may be enclosed after Board approval. An application, along with specifications must be submitted to the managing agent prior to installation.
9. A single white fan may be professionally installed on covered porches, after approval by the Board through submission of an alteration request form to the managing agent.
10. All windows shall have installed drapes, curtains, or blinds of a neutral color, so as to present a "lived in" appearance when viewed from the outside. Neutral is defined as white, ivory, off-white, beige, etc.
11. Satellite antennas (DirecTV, Dish, etc.) must be submitted to the managing agent for Board approval **prior** to entering into any agreement and **prior** to installation. This includes new buildings.
12. No radio antenna, television antenna, aerial, other similar device or wiring shall be installed without the prior written approval of the CGIICA Executive Board through submission of an alteration request form to the managing agent. The approval of the Executive Board may include restrictions and/or requirements placed on the unit owner. Any device approved by the CGIICA must also comply with FCC regulations. Any unit owner who installs, or erects any antenna, aerial, or wiring without the prior

written consent of the CGIICA Executive Board shall be liable for the removal of such, at the unit owners cost for whose benefit the installation was made.

13. The Limited Common and Common areas shall be kept free and clear of all rubbish, debris and other unsightly material.
14. The Community Building shall be used in accordance with the established Association Rules and regulations that are posted in the community building. Rental of the Community Building shall be governed by the Community Building Rental Policy.
15. The Community Building is a NO SMOKING/NO PETS facility (except for seeing eye/service dogs).
16. No noxious, offensive, or illegal activity shall be carried on in any unit or upon the Common or Limited Common areas nor shall any part be used in any way or for any purpose which may disturb any occupant.
17. No signs of any kind shall be displayed to the public view on the Condominium Property except on the interior side of the window of a unit, one professionally prepared sign advertising the unit for sale or rent; or temporarily placed advertising an Open House for the day. Signs, notices, or advertisements shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. "For Sale" signs, in accordance with the Declaration of Covenants, or as approved in writing by the Board are permitted. The CGIICA Executive Board may post signs on the Common areas regarding and regulating the use of the Common Areas.
18. No unit owner shall make or permit any loud noises, nor do or permit anything to be done that will unreasonably interfere with the rights, comfort, or convenience of the other unit owners.
19. No unit owner shall play or suffer to be played, any musical instrument or audio/visual device in his/her unit in a manner that would be an annoyance to any other unit owners.
20. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction that unreasonably disturbs any unit owner at any time.
21. No unit owner shall bring or shall permit to be brought any highly flammable, combustible or explosive material, fluid or chemical. Excluded is approved propane bottles for use with cooking grills and other items commonly used for household purposes.
22. No unlawful use shall be made of the premises or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
23. The use of the unit parking area and driveways shall be limited to parking of currently licensed and inspected automobiles in operating condition. Commercial vehicles, campers, boats, trailers, motor homes or recreational vehicles may not be parked or stored in any of the unit parking area. (Unit parking area is defined as the square between the center downspout between the units and the brick of the homeowner's unit).
24. The unit parking area should be kept clear during a snow event to permit the snow removal crews to do their jobs. If you do chose to park there, you do so at your own risk. The crews will not return later just to clear your area.
25. No major repairs may be made to automobiles or other vehicles in any of the parking areas, driveways, roads or elsewhere. Major repairs are defined as those requiring a vehicle to remain inoperable in any outside area overnight. The sidewalks and driveways must not be obstructed or encumbered or used for purpose other than ingress and egress to and from the unit.
26. Garage doors are not to be left open for an extended period of time when the resident is away.
27. No fences (including invisible fences) may be installed. The Executive Board may authorize the installation of privacy or ornamental fencing within the Common or Limited Common Areas.
28. Parking is not permitted on Ridgmont Drive or Circle overnight, or on the shared portion of the driveway. Parking is absolutely prohibited on all grassy areas. If desired, overnight parking for guests

is permitted in the parking lot in front of the Community Building with Board notification. Parking is permitted along Woodhawk Lane and Stonecliff Lane for the purpose of social functions or people moving in or out as long as driveway ingress and egress is not obstructed. Also, Woodhawk Lane and Stonecliff Lane and Circle must not be obstructed for the purpose of emergency vehicles ingress and egress.

29. No swing sets, storage sheds, outbuildings or similar structures are permitted in or on the Common, Limited Common Areas or any yard area. A free standing swing is permitted on the covered porch
30. No bird feeders are permitted on any Common Area. Humming Bird feeders (liquid feed) are the only feeders permitted in the sidewalk to building area. **The use of granular, seed feed, suet, and etc. is not permitted.** (tends to attract vermin)
31. To serve on the Board or a Committee you must be a resident of Chestnut Grove for at least one (1) year. Also, you must maintain full-time residency for at least six (6) months out of the year in order to serve on the Board.
32. Any complaints regarding the maintenance of the Common or Limited Common areas or the action of a unit owner or tenant, or any member of their family, guest or invitees shall be made in writing to the managing agent, which shall be granted a reasonable period of time to study and act upon the complaint.
33. No resident or resident's guests are permitted to throw away any cigarette/cigar butts in any Common or Limited Common areas, or around the Community Building, or on any roads within the Chestnut Grove Community.
34. All unit owners who rent to a tenant shall: (1) assure that the tenant meets the age requirements (over 55) of the community, (2) provide the tenant with a copy of the Declaration of Condominium, By-laws and Rules and Regulations, (2) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the managing agent in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (4) provide to the managing agent the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines.
35. Grilling of any kind – propane, charcoal, wood, etc. – should not be done on the covered porch. Grilling should be done in an area that is not covered overhead.
36. The walkways shall not be obstructed in any way. No ornamental decorations, planters, or other personal property shall be kept on the sidewalks.
37. A Board approved flag holder may be installed on the front column post of the patio to display an official United States of America Flag. (see flag Policy for details)
38. Seasonal decoration shall be limited to windows (inside or outside) one per window, front door and patio door (outside only), Porch railing (garland and lights only). Floodlights and/or spotlights shall not be placed in the common area to shine on any unit.

#### IV. Animals and Pets

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements.

1. Pets must be vaccinated and licensed in accordance with local laws and regulations. A copy of current license and vaccination records shall be made available upon request of the managing agent.
2. It is permitted to keep two (2) normal and usual domestic household pets not to exceed **40** pounds, provided they are not maintained, kept or bred for commercial purposes. Seeing eye and service dogs are excluded from the weight limit; however, they must be for the use of the resident only. (Existing pets as of 4/1/16 are grandfathered).
3. Pets are not permitted to be housed outside their unit.
4. Pets shall not be tethered to any stake or device placed in the ground or to any portion of the unit or railings.
5. All pets shall be kept leashed and under the control of a responsible person whenever they are outside the unit.
6. Pets shall not be allowed to annoy, interfere with the rights, comfort, safety or convenience of other residents or visitors. In general, pets shall not be allowed to become a nuisance.
7. Pet owners/walkers must remove any excrement of a pet immediately after it has been deposited in all common areas and around the owners unit.
8. Owners are responsible for all damages caused by their pets to common areas and to the property of others.
9. These rules also apply to pets being cared for short term and visiting pets. The weight requirement is waived for pets making casual visits. Nonresident pets may be cared for short term and they must be registered with the Board. Registration forms may be obtained from the managing agent upon request.
10. If a pet should become a nuisance, then upon written application to the CGIICA Board, a majority vote of the board may order the permanent removal of the pet from the community. The unit owner of said pet shall have 15 days after receipt of such order to remove the pet from CGIICA property. Refer to the Declaration of condominium, paragraph 8.1.11.

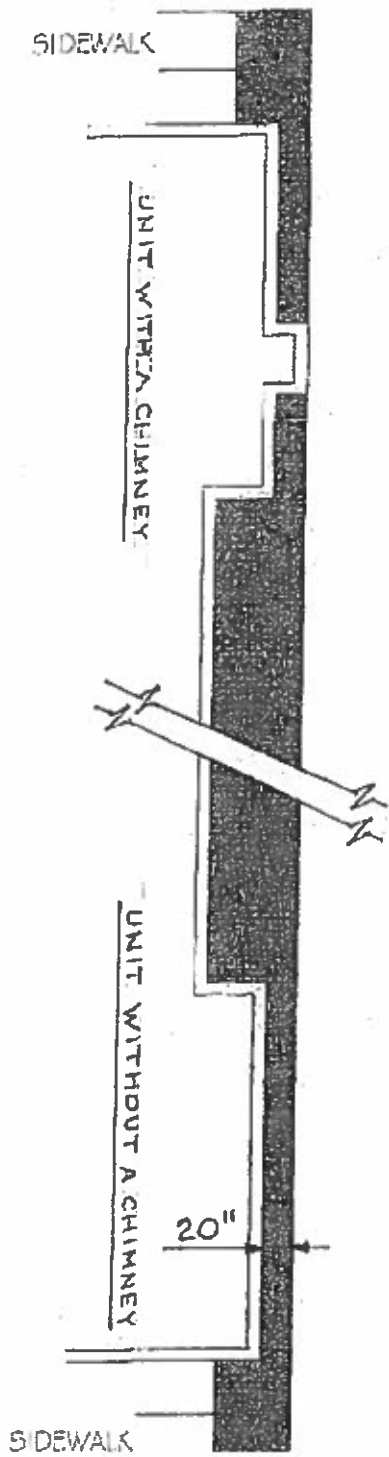
## V. Landscaping and Planting Regulations

These regulations have been adopted to allow the residents a reasonable amount of individual expression, while providing some consistency in planting, landscaping and maintaining the aesthetic values of the community

1. Plant material and ornamentation in the planting areas directly in front of the windows shall not exceed the top of the window sill in height (except for permitted shepherd hooks). Taller plants shall be placed in front of the brickwork on either side of the window. Height shall not exceed five (5) feet. This also applies to the back planting areas associated with the back units.
2. A maximum of two (2) shepherd hooks (single or double) are permitted in the planting areas on either side of the front door (one on either side). They must be removed when not in use. No shepherd hooks are permitted in the common area.
3. Plants in the planting areas must not overflow onto the sidewalks. Sidewalk must be kept free of mulch and decorative stone at all times.
4. A maximum of six (6) pots or free standing planters (max. of 15" diameter) are permitted in the planting areas on either side of the front door (three on either side).
5. A small window box is permitted on the kitchen window sill. They cannot be permanently attached to the window frame or brick.
6. Nothing must be attached to the gutters, downspouts, roof support posts or brickwork.
7. Porch railings may have a temporary fixture(s) attached for summer use with planters. They must be removed when the season is over not in use.
8. No plant material or decorative ornamentation is permitted on the sidewalks, grass areas, or between the garage doors. Two (2) potted plants are permitted next to your unit.
9. Alternate ground cover within the mulched area is permitted but limited to the material approved by the Board through submission of an alteration request form to the managing agent in advance of any changes. Alternate ground cover is at the owner's expense.
10. Refer to "Planting Regulations for Back Units" drawing on the following page (#8). Only bark mulch may be used in the back areas were the mulch/decorative ground cover is adjacent to the grass. No stone or gravel may be used as of April 1, 2016. Areas installed prior to April 1, 2016 are grandfathered.
11. If additional mulch is added by the owner, it must conform to existing mulch.
12. Residents are not to alter the landscape of common areas including expanding plantings in grass areas.
13. Solar lighting only is permitted in the mulch areas. Maximum of eight (8) lights permitted. Exception is made at Christmas time.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION  
PLANTING REGULATIONS FOR BACK UNITS

1. ABSOLUTELY NO PLANTING OR ANY OTHER LANDSCAPING MODIFICATIONS ALLOWED FOR ANY OF THE FRONT UNITS. IN OTHER WORDS, FOR ANY OF THE UNITS WHOSE PATIO ARE DIRECTLY FACES A ROAD.
2. THE WIDTH OF THE LANDSCAPING MUST NOT EXCEED THE WIDTH OF THE CHIMNEY AS SHOWN, AND AS WITH THE FRONT, GROWTH HEIGHT, MUST NOT EXCEED THAT OF THE WINDOWS
3. A ROUGH SKETCH OF THE LANDSCAPING PLAN MUST BE PRESENTED TO THE EXECUTIVE BOARD FOR APPROVAL BEFORE SAID PLAN IS IMPLEMENTED.
4. NO EDGING OF ANY KIND PERMITTED IN THIS AREA.



DESIGNATES LIMITS OF HOMEOWNERS LANDSCAPE AREA

REVISED 7-16-13

Approved 7-16-13

## VI. Enforcement and Penalties

A system of enforcement along with penalties has been established to ensure compliance with the rules and regulations of the association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other.

If the violator is not a unit owner, the owner will be provided copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st violation, after written warning	- \$50.00
Repeated violation	- \$100.00

The Association may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the managing agent and determined to be a legitimate, active violation by the managing agent, then the alleged violator will be mailed a Warning Notice of Violation. The letter shall detail the nature of the alleged violation including the rule violated, the action required to remove the violation, and a request for correction within a reasonable given deadline.
2. If the letter does not result in correction of the violation or the alleged violator does not contact the managing agent to discuss or dispute the violation, the managing agent will notify the alleged violator in writing to immediately cease and desist from the violation. This notification will include: (a) the nature of the alleged violation including the rule violated; (b) the action required to correct the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty.
3. Should the violation continue beyond the grace period, a fine will be imposed.
4. If a violation is repeated within twelve (12) months of the first notice, a fine will be doubled and imposed without a grace period.

The violator may request a hearing within ten (10) days after imposition of the fine.

1. The request must be made in writing and be addressed to the managing agent. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
2. The decision of the Board in such matter can be appealed to the Courts of the state of Pennsylvania.
3. If any unit owner fails to comply with the Rules and Regulations or By-laws, or with any decision rendered under the Rules and Regulations and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.



A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- A. Suing the unit owner for damages.
- B. Imposing criminal penalties through the proper authorities (violations of county or state laws).

## VII. Implementation

The Board of Directors may, from time to time, amend this document as deemed appropriate. Any such amendments will be appropriately communicated to all residents of Chestnut Grove.

  
Board President

7-31-18  
Date

  
Board Secretary

7-31-18  
Date