Rules, Regulations, and Resolutions

for

The Luxury Townhomes of Huntington Woods

WHEREAS, Article III, Section 4 of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS allows the Association to adopt reasonable rules for the maintenance, administration, management, operation, use, conservation and beautification of Luxury Town Homes of Huntington Woods, and for the health, comfort, safety, and general welfare of the Owners and occupants; and

WHEREAS, Article VII, Section 1(b) of the BY-LAWS OF LUXURY TOWN HOMES OF HUNTINGTON WOODS HOME OWNERS ASSOCIATION grants the Board of Directors the power Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

NOW THERFORE, be it resolved that the following Rules, Regulations, and Resolutions be adopted by the Board:

Section 1. Annual Assessment.

The Annual Assessment shall be for the sole purpose of covering, but not limited to, the following annual operating expenses:

- ➤ Fixed Operating Expenses such as insurance, office supplies, etc as outlined in the annual approved budget and approved expenses by the Board as needed
- Annual summer pest extermination will treat the exterior of all 46 units for the prevention of nesting for bees, wasps, hornets, carpenter bees and crawling insects. Summer re-treatment guarantee is for stinging insects only.

- Any other treatments such as ants and other insects inside the home are the responsibility of the homeowner.
- General Exterior Maintenance such as gas lights, gutter flushing, etc as outlined in the annual approved budget and as approved by the Board as needed.
- ➤ Landscaping Services will be provided as follows:
 - Maintain the lawns, beds, etc, on all common property owned by the LTHA, Including the front entrance and middle island of front entrance.
 - Maintain the lawns, beds, etc, at the front of each unit and the side yards of end units including double driveways and landscaping visible from street other than back hillside.
 - Only grass cutting, trimming, Spring and Fall clean up debris removal, and fertilizing will be done in rear of units. Not responsible for any landscaping rear hillsides or beds in the rear of any unit.
 - Fertilizer, crabgrass and broadleaf weed control & lime seasonal treatments and applications
 - Trees and shrubs trimmed, insect and disease spraying seasonal treatments and as needed

It will be the responsibility of the Homeowner to:

- Maintain any landscaping and related maintenance of hillsides and beds found in the rear of the homeowner's unit.
- Responsible for the cleanup, removal or other issues related to any trees that are located on the hillside at the rear of the homeowner's unit.
- Painting the exterior of buildings as outlined by the painting schedule
- ➤ Roof Repair/Maintenance covering leaks and flashing (skylights are not considered part of roof maintenance).
- Driveway Snow Plowing and De-Icer will be applied when snow exceeds 2 inches on the driveways.
- Management Company, if contracted by Board of Directors.
- ➤ Roof Replacement Reserve will be budgeted and set aside for roof replacement so long as funds are available at the end of the fiscal year.

Section 2 General Repairs

- ➤ In the event the Owner is not satisfied with the results of any repair work that is performed on their unit, the Board must be notified, in writing, within 1 week after completion of the work. Otherwise payment will be made to the contractor and the cost for rework will be the responsibility of the Owner.
- ➤ Items not specifically identified above are the responsibility of the Owner, unless the Association elects to cover additional items through a special assessment. Any changes made to the exterior of the units must still be approved by the Board, whether or not the cost is borne by the Association.
- The Board reserves the right to require repairs to be made by the Owner, and at the Owner's expense, which have become a neighborhood nuisance, or which if omitted, would affect units belonging to other Owners. Such repair/replacement is to match the original version of the item as closely as possible unless an alternative will improve the function or appearance of the item. In the event the Owner does not make such repairs in a reasonable time period, the Board shall be entitled to make such repairs which will be made at the Owner's expense. In any case, the Board shall not proceed with repairs without notifying the Owner.

Section 3. Home Inspection Repair Costs.

When in the course of selling a unit, it is common for home inspections to report items in need of repair that appear to fall under the Association's responsibility as specified in Section 1. In the event, the Association is requested to investigate such findings, but no problem is found, the cost for such investigation will be the responsibility of the Owner.

Section 4. Vehicles.

Only vehicles registered as private passenger vehicles, as determined by the Commonwealth of Pennsylvania vehicle registration, may be parked in the driveways. No commercially equipped and/or marked vehicles are permitted on the premises except for temporary loading and unloading when work is being performed. All motor vehicles shall display current licenses and

- registration. No unregistered vehicles will be allowed on the premises.
- Parking on the grass by any Owner or visitor is prohibited at all times.
- ➤ Violators will be warned by placement of a notification on the vehicle, and the said vehicle may be towed at the expense of the responsible unit owner and/or the vehicle owner.
- ➤ In accordance with Franklin Park Ordinance 202-13 "Parking Prohibited During Certain Hours", there is no parking on the street(s) between the hours of 2:00am and 6:00am and/or during snow removal time.

Section 5 Storm Doors

Storm doors are permitted, so long as they are full glass, and match the approved exterior building paint palate as approved by the Members. The Board reserves the right to require removal of any storm door that has not been properly painted and/or which has a deteriorated appearance

Section 6. Insurance

All Owners must maintain and provide proof of insurance for their unit annually.

Section 7. Winterization

All units shall be heated from November 1st through April 30th to a minimum temperature of at least 40°F. In the event a pipe should freeze and burst due to the negligence of an Owner, that Owner may be held responsible for all damages and the subsequent cost of repairs to other unit Owners.

Section 8. Signage and Holiday Decorations

- Notification signs for security systems, pet containment etc are permitted as long as the signs are of an average market size and placed at ground level.
- Political affiliation signs are not permitted at any time.
- Decorative garden flags and United States flags for patriotic holidays are permitted.
- ➤ Holiday decorations are to be removed within 1 month following the holiday. In no event shall holiday lights be turned on more than one

month before or after such holiday. Due to weather considerations, Christmas lights may be placed as the homeowner determines, but cannot be turned on prior to the official "Light Up Night" in Pittsburgh and must be turned off and removed by February 1st.

Section 9. Pets

All pets will be governed by Franklin Park Article IV, Chapter 89 ANIMALS, paragraph 89-2 that outlines "Dogs, cats and all other animals must be confined on the premises of the owner, custodian or keeper. When allowed out, it shall be the duty of the owner, custodian or keeper of any dog traveling on the streets or public grounds to have the animal on a leash at all times."

It is the responsibility of all pet owners to immediately clean up waste and dispose of it. This applies to the common area and also to the rear yards so the landscaping company can use the mowers without spreading any fecal matter into the grass. Pet owner courtesy to neighbors and the appearance of the neighborhood is expected.

Section 10. Feeding wildlife

With the exception of bird feeders, no food is permitted to be offered to the wildlife that shares the neighborhood. Franklin Park Article IV, DEER, paragraph 89-27 specifies that "no person shall knowingly, purposely or intentionally feed deer, cause deer to be fed or provide food to deer in the Borough of Franklin Park on any public or private property."