

RENAISSANCE HEIGHTS COMMUNITY ASSOCIATION

RULES AND REGULATIONS

Last Revised October 11, 2017

STATEMENT OF PURPOSE

Rules and Regulations as stated herein are necessary to ensure that all residents may enjoy the benefits at the highest reasonable standard for safety, comfort, and privacy. Because the lifestyles of the residents of any community vary widely, it is important that the rules and Regulations of the Association be adhered to so that respect for the rights of all may be maintained.

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions, and Restrictions of the property known as Renaissance Heights Community Association, a planned community created under and subject to the Pennsylvania Uniform Planned Community Act. All present and future owners, mortgagees, lessees, and occupants of the Units and Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

The following Rules and Regulations were adopted by the Board of Directors of Renaissance Heights Community Association on the 11th day of October 2017 and may be subsequently amended by the Board of Directors from time to time by duly authorized resolutions in accordance with the Association's Declaration and Bylaws.

COMPLAINTS, VIOLATIONS, RULES ENFORCEMENT, AND PENALTY FOR VIOLATIONS OF RULES AND REGULATIONS

1. The Board of Directors and its Community Management Company are responsible for the enforcement of the Rules and Regulations.
2. Except as personally observed by a Member of the Board of Directors and/or its Community Management Company, all alleged violations of the Renaissance Heights Community Association Declaration, Bylaws, and Rules and Regulations made by any resident must be made in writing, signed, and submitted to the management office via U.S. Mail, fax, or e-mail and must include the following information:
 - a. Nature of the violation
 - b. Date and approximate time of the violation
 - c. Approximate location of the violation
 - d. Name and/or unit address of the offending party
 - e. Name and address of the person reporting the violation
 - f. Statement that the reporting party personally observed the violation
 - g. Any other information that may aid the Board of Directors in resolving the violation
3. When a violation of the Renaissance Heights Community Association Declaration, Bylaws, or Rules and Regulations occurs, the Board of Directors aims to provide guidance and when appropriate, provide sanctions. Enforcement, however, is in place to provide for those few cases that require measures that protect the interests of all who honorably perform without problems. Therefore, failure to obey any of the Renaissance Heights Community Association Rules and Regulations may result in fines and/or penalties based on the Rules Enforcement Policy approved by the Board of Directors.
4. The following procedures have been established with respect to violations of the Renaissance Heights Community Association Declaration, Bylaws, and Rules and Regulations:
 - a. If in the opinion of the Board of Directors or its authorized representatives, the reported violation of the Renaissance Heights Community Association Declaration, Bylaws, and Rules and Regulations does not immediately endanger the health, safety, and quiet enjoyment of other Unit Owners or

residents and/or risk of damage to the Common Elements or other Units, and can best be cured by a warning, the Board of Directors shall cause a letter to be sent to the alleged offending party describing the alleged violation and requiring that the violation cease immediately and, if applicable, any areas damaged or modified by the violation be restored to their original condition within thirty (30) days unless another timeframe is established at the discretion of the Board of Directors;

- b. If the violating party does not comply with the above warning letter within thirty (30) days or other timeframe established by the Board of Directors, the Board of Directors shall cause a second notice to be sent to the alleged offending party of the imposition of a fine in the amount of \$100.00 or other amount as established by the Board of Directors in its sole discretion;
- c. Within fifteen (15) days of the date of the second notice from the Board of Directors regarding the imposition of fines, the alleged offending party may request a hearing before the Board of Directors. This request must be made in writing and contain a detailed description of their position on the accusation. Failure to do so within fifteen (15) days of the date of the second notice will result in a waiver of the right to a hearing. Written notice will be provided to the offending party stating the date, time, and location of the hearing;
- d. If the violation continues for a period of fifteen (15) days after the second notice, or if a hearing is not requested, for a period of fifteen (15) days after receipt of the Board of Directors decision, the Board of Directors may send a third and final notice of the imposition of and an additional fine of **\$150.00**, with a daily fine thereafter in the amount of **\$25.00** until the issue is resolved and all fines are paid;
- e. If the violation continues for a period of thirty (30) days from the date of the third and final notice, the daily fine shall increase to **\$50.00** until the issue is resolved and all fines are paid; the daily fine shall increase by **\$25.00** every thirty (30) days thereafter until the issue is resolved and all fines are paid;
- f. In the event that any violation continues and/or fines remain unpaid for a period of sixty (60) days, the Association reserves the right to commence legal action to collect assessments due and force correction of the violation. In such event, all court costs, attorney fees, and miscellaneous costs of enforcement or collection will be charged to the Unit Owner as an additional assessment to that Unit. All outstanding fines, management charges, court costs, and/or attorney fees represent a lien on the unit at all times. The Association also reserves the right to cause the violation to be corrected at the Unit Owner's expense in accordance with the Renaissance Heights Community Association Declaration, Bylaws, and to assess the cost against the Unit.

GENERAL REGULATIONS

1. Members will be held liable to the Association for all costs, including fines imposed in accordance with the Bylaws, resulting from the repair and/or replacement of any common area or other property of the Association caused by vandalism, willful neglect, or accident. Furthermore, Renaissance Heights Community Residents will be held liable for the action of their family members, guests, employees, and pets.
2. In the event of the sale of any unit, all Residents must:
 - i. Notify the Association or its Community Management Company at least thirty (30) days in advance of the settlement date.
 - ii. Provide the Association or its Community Management Company with the name(s) and contact information of the new unit owner(s).
 - iii. Deliver a Resale Certificate, prepared by the Association or its Community Management Company in accordance with the Uniform Planned Community Act of Pennsylvania, Owner(s), and acknowledge the deliverance of such. The Seller shall be responsible for the cost charged by the Association for the preparation of the Resale Certificate. The Resale Certificate should be requested from the Community Management Company for Renaissance Heights.

ALTERATION REQUEST PROCEDURE

1. Applications for Alteration Request approval may be requested from the Management Company.
2. The unit owner shall forward the completed application, and all necessary documentation, to the Community Management Company.
3. Necessary documentation shall consist of the following:
 - i. Copy of the building permit, if required by Rostraver Township. (If no building permit is required, please include a statement to that fact.)
 - ii. Detailed plans with specifications of the nature, kind, shape, dimensions, materials, and location.
 - iii. Fully executed and completed Alteration Request form.
4. The application and supporting documents will be reviewed and a Board Member or a representative of the Management Company may inspect the property.
5. The Renaissance Heights Homeowners Association Board of Directors will make a review within thirty (30) days.
6. The Board of Directors will take a vote on the Alteration Request application and may approve, approve with contingencies, or deny the request. The Board of Directors reserves the right to continue any review until all the facts have been gathered.
7. The unit owner will be notified, in writing, by the Association or its Community Management Company of the outcome of this review.
8. The unit owners requesting the Alteration Request approval have the right to request a hearing before the Association Board of Directors during their next regularly scheduled meeting to discuss the decision.

9. Any resident/unit owner who begins an alteration without first obtaining the needed approval will receive an immediate fine in the amount of \$100.00, in addition to an ongoing daily fine for each day in which the Unit Owner and/or resident continues with the alterations without the necessary approval. The Association also reserves the right to return the alteration to its original condition and to assess the cost of the same against the Unit Owner.

HOME IMPROVEMENT REGULATIONS

1. Additions and Deletions

- i. All exterior additions and/or deletions require Alteration Request approval.

2. Brick

- i. Any repairs or replacement must match the original material and color.

3. Concrete Pads

- i. Any use of concrete pads except for walkways, patios, shed bases, driveways, or air conditioning bases is prohibited.

4. Decks, Patios, and Walkways

- i. Existing drainage patterns may not be disturbed.
- ii. Existing utility lines and/or pipes may not be disturbed.
- iii. Township ordinances must be met.
- iv. Shingles, if used, must match unit shingles.
- v. Concrete, omni stone, paving stones, and brick are permitted.
- vi. Construction of all decks and patios require Alteration Request approval.

5. Driveways

- i. Any change in size or material or dimension requires Alteration Request approval.
- ii. Sealing of driveways must be done when the driveways lose the black seal coat and have the grey sun damage look.
- iii. All damaged driveways (large cracks, crumbling asphalt, depressions, etc.) must be repaired within the year they appear or on request by the Board of Directors.

6. Lighting

- i. Unit lighting changes DO NOT require Alteration Request approval.

7. Mailboxes

- i. Mailboxes and posts must be replaced when showing signs of deterioration or rust.
- ii. Any structural change requires Alteration Request approval.

8. Painting – Exterior

- i. Siding may not be painted.
- ii. Any color scheme changes require Alteration Request approval.

9. Pools

- i. Pools and hot tubs require Alteration Request approval.

10. Roof

- i. Any change to the original material or color requires Alteration Request approval.

11. Windows

- i. Replacement windows must match the original window in color, shape, style, and size.
- ii. Any change in window color, shape, style, or size will require Alteration Request approval.
- iii. Stained glass windows are permitted provided the shape and size of the window remains the same.
- iv. Skylights are permitted and may be clear or Plexiglas.

12. Doors

- i. Storm doors require Alteration Request approval.
- ii. Any change in the original style and/or color of a Garage Door requires Alteration Request approval.
- iii. Any change to the color or design of a Front Door requires an alteration request.

13. Sheds

- i. Alteration Request approval procedures must be followed.
- ii. A building permit must be obtained from Rostraver Township (if required) prior to start of construction and all Township regulations must be strictly followed.
- iii. Sheds must complement existing architecture of the home and colors must match existing unit.
- iv. The shed must have a foundation constructed of poured concrete, stone, wood, or a post system to keep the structure off the ground.
- v. Roof shingles must match unit shingles.
- vi. Permanent utilities must be properly installed and must meet local electric codes.
- vii. The shed should be landscaped and maintained at all times.

LANDSCAPING AND GROUNDS REGULATIONS

1. Basketball Hoops

- i. All basketball hoops must be kept in good condition.
- ii. Basketball hoops may not be used between the hours of 9:00 PM and 9:00 AM.
- iii. All basketball hoops must be removed from the street fronts when not in use.

2. Building Materials

- i. Storage of building materials on unit property is prohibited except for use in a current property building project and must be within a reasonable timeframe for such project completion.

3. Fencing

- i. Cyclone, wood, and chain-link fencing is strictly prohibited.
- ii. All other fencing requires Alteration Request approval and must meet township setback ordinances.

4. Firewood

- i. All firewood must be neatly stacked in the rear of the unit in a horizontal manner.
- ii. A firewood stack shall measure no more than four (4) feet high by four (4) feet deep by ten (10) feet long.

5. General

- i. Residents are responsible for maintaining the front, side, and rear yards of their unit.
- ii. Residents are responsible for maintaining all landscaping of their unit in a manner that is consistent with neighborhood standards.

6. Weeds and Lawns

- i. All grass is to be maintained at a height of no more than six (6) inches.
- ii. Lawns must maintain a healthy appearance free of excessive bald spots and a visually dominant presence of dandelions and other weeds.
- iii. All landscaping shall be maintained in a manner consistent with the neighborhood. Flower beds and shrubbery should be weeded and trimmed as necessary.

7. Trees

- i. Residents are responsible for the removal of any dead tree and stump and/or shrubbery showing significant damage or disease.
- ii. Residents should keep trees trimmed so that they do not impede upon a neighbor, or present a danger to community members.

8. Landscaping Walls

- i. All landscaping walls greater than three (3) feet high require Alteration Request approval.
- ii. Corner rail and similar type landscaping fencing will require Alteration Request approval.

9. Play Equipment

- i. Swing sets, trampolines, or other play equipment (other than basketball hoops which are covered by separate restrictions) are restricted to the rear or side of the property and do not require Alteration Request approval.

10. Satellite Dishes

- i. Installation must be made in a professional manner.
- ii. All wiring is required to be securely fastened to the building.
- iii. Installation of the dish may have no adverse impact, either physical or visual, to any neighbor.
- iv. The dish must be installed in a manner to make it inconspicuous and be compatible with the existing exterior of the unit.

11. Unit Identification

- i. For emergency purposes, each unit is to have **VISIBLE** numerical on either the mailbox, mailbox post, or unit itself.

12. Lawn Ornamentation

- i. All lawn ornamentation must be consistent with neighborhood standards.

PARKING REGULATIONS

1. Only routine maintenance, which can be completed in less than one (1) day, may be performed on any vehicle parked on any driveway.
2. Parking on lawns is prohibited longer than one (1) hour to load or unload a vehicle.
3. Any vehicle rendered not drivable due to damage, mechanical failure, invalid registration plate, or expired state inspection may be parked for no more than 72 hours on any driveway.
4. Trailers, motor homes, recreational vehicles, boats, or heavy-duty commercial vehicles may not be parked on any driveway for more than one (1) day each season to load or unload the vehicle. All such vehicles can be parked in the rear of the residence if the vehicle is not viewable from the front of the home.

GARBAGE REGULATIONS

1. Garbage may be placed at the curb no earlier than 4:00 PM on the night prior to pickup. Empty containers shall be restored on the same day as garbage collection.
2. Garbage containers should be stored indoors, or in a way so that they are not visible from the road.

MOTORIZED VEHICLES

1. Unlicensed motor vehicles are prohibited in all community owned areas, including but not limited to: the walking trail, playground, tennis courts, basketball courts, and grassy areas.
2. A vehicle that is not drivable due to damage or mechanical failure, or is not bearing of a valid registration, plate, or inspection sticker, shall not be parked for more than seventy-two (72) hours in any property owner's driveway.

NUISANCES

1. No nuisance shall be allowed upon any property nor any use or practice which is the source of a nuisance to other residents or which interferes with the peaceful enjoyment of another property owner.
2. No resident shall permit any use of his/her property or the Community Property that may increase the rate of insurance upon any Community owned property.

PET RULES

1. All pets are to be licensed in accordance with the Ordinances of Rostraver Township and Westmoreland County.
2. At no time shall any pet be permitted to be tied, chained, or left unattended outside any unit or at any location within Renaissance Heights.
3. No pet shall be permitted on any lawn or property other than the property of the pet owner. Pet Owners must pick up after their pet at all times, including community common areas.
4. Pets must be under the owner's control at all times and are not permitted to run loose.
5. Pets are required to be walked on a leash.
6. A pet that becomes a nuisance will not be tolerated. Actions which constitute nuisance include, but are not limited to: unreadable crying and excessive barking.
7. The Association has the right to require that any animal that attacks and/or bites a personal or other animal that has been documented as a problem pet or nuisance (as defined in item 6 above) to be removed from Renaissance Heights within 30 days.
8. Animals of any nature may not be commercially boarded or commercially kenneled.
9. Pet owners must protect both the Association's and the Resident's property from damage or injury caused by their pets. Pet owners will be held liable for any damage or injury that may occur.
10. Violations of pet rules will be handled in the following manner:
 - i. Any resident may report a violation to the Management office identifying the animal, the nature of the violation, and violating pet owner's address.
 - ii. Unless witnessed by the Management Company representative or any member of the Board, two (2) valid violation reports must be filed.
 - iii. At first offense, a written warning will be issued to the unit owner.
 - iv. Second offense will incur a fine of \$25.00. Subsequent offenses will be subject to a \$50.00 fine per occurrence.
 - v. If no further violation occurs within six (6) months from the date of the last offense, the violation process must be repeated.

RECREATIONAL FACILITIES, WALKING TRAILS, & COMMUNITY PROPERTY

1. The tennis, basketball courts, and playground are maintained for the exclusive use and benefit of the residents and their guests.
2. Guests may only use these amenities when accompanied by a resident.
3. These amenities are available for use seven (7) days a week during the hours of 8:00 AM to 10:00 PM.
4. Children under seven (7) years of age must be accompanied by an adult resident at all times, and children using these amenities are the responsibility of the adult resident.
5. All residents and their guests using the community amenities, walking trails, or other HOA owned property do so at their own risk. Neither the Association nor its Community Management Company will be responsible for any accident or injury in connection with the use of these amenities or any other property owned by the Association
6. Violation of these rules shall lead to eviction from the community amenities at the discretion of the Association or its Community Management Company. Repeated violations may result in suspension of privileges for extended periods of time. Further, any damages to the community amenities or equipment will be the responsibility of the resident.

DRAINAGE AND UTILITY LINES

1. Existing drainage and utility lines are not to be disturbed.

LATE CHARGE POLICY

1. All payments of assessments, fees, fines, reimbursements, charges, judgments, liens, or other monies due shall be by check, money order, direct debit authorization, online payment, wire transfer, or credit card to the Association lock box banking institution. Cash will not be accepted.
2. The Unit Owner's pro-rata share of the annual budgeted common expenses, general operating reserves, and replacement/repair funds (in aggregate, the annual assessment) shall be due on a monthly basis. Special and/or limited assessments are due as set forth by the Board of Directors.
3. Each Unit Owner shall pay as their respective monthly payment of their annual assessment 1/12th of their share of the estimated annual budget.
4. All monthly installments of the annual assessment are due on or before the first (1st) day of the month in which they are due. Payments received on or after the second (2nd) day of the month in which they are due are late.
5. Installments received after the 13th day of the month in which they are due are considered delinquent.

6. Upon becoming delinquent, a late charge shall be assessed, per month when the balance due exceeds Fifty Dollars (\$50.00). All costs and fees, including but not limited to legal fees, management charges, filing fees, out of pocket expenses, etc. (collection charges), incurred by the Association/Management Agent in the collection of delinquent installment shall be added to the amount due. For delinquent amounts of \$50.00 or less no more than four (4) consecutive monthly reminder notices will be sent. A new Owner is given a grace period of two (2) months without penalty to establish a method of payment.
7. A lien in the amount of the delinquent installment and all remaining installments of the annual assessment not yet due may attach to the unit/lot as of the date of delinquency. The amount of the lien shall increase by the amount of any late charges or collection charges accrued or assessed. Any lien existing upon a unit/lot at resale shall be collectible from the proceeds of the sale.
8. Upon delinquency, a notice, either by U.S. Mail TO THE MOST RECENT ADDRESS PROVIDED BY THE UNIT OWNER TO THE ASSOCIATION or electronic transmission TO ELECTRONIC MAIL ADDRESS PROVIDED BY THE UNIT OWNER TO THE ASSOCIATION, shall be sent to the Unit/Lot Owner setting forth the delinquent installment amount, the late charges and any collection charges that have been assessed. When the delinquent amount equals the total of two (2) months installments or Three Hundred Dollars (\$300.00), whichever is greater, notice shall be sent advising the Unit/Lot Owner that unless all such amounts currently due are paid in full within thirty (30) days of the date of notice, collection action will commence.
9. At the expiration of the thirty (30) day period, legal action shall commence through the Association's Attorney for prosecution and collection, provided, however the Board of Directors may defer commencement of such legal action, if, in its reasonable discretion, it deems circumstances reasonably warrant such deferral. Any such deferral shall not be deemed a waiver of any rights of the Association to collect any delinquent sums due from Unit Owner. All collection charges associated with the collection action shall be added to the amount submitted for collection. The Association's Attorney will be aggressive collection procedures using the guidelines below:
 - a. The ownership of the unit will be verified.
 - b. An additional demand letter will be sent to the Owner, by the Attorney, announcing that the legal proceeding will begin. The owner will be asked to contact the Attorney to arrange payment.
 - c. If no response is received from the Owner, the Attorney will check with Management Company to verify if a payment has been received. If no payment has been received, a civil complaint will be filed.
 - d. The Attorney will attend the civil hearing, on behalf of the Association to obtain a judgement.
 - e. If applicable, garnishment of the rental income on the unit will be perused.
 - f. Garnishment of the Owner's bank account will be perused.
 - g. A lien will be filed on the property.
 - h. A sale of personal property will be scheduled to take place when the delinquent balance amount reaches approximately \$3,000.
 - i. A title search of the property will be done to determine the value of a property sheriff sale.
 - j. A sheriff sale will be schedule if the personal property sale does not occur or clear the amount owed.
10. Pursuant to Title 68 subsection 5315(i) Application of Payments, all payments received shall be applied to:

- a. Any interest accrued by the Association, then to:
 - b. Any late fees;
 - c. Any costs and reasonable attorney fees;
 - d. Delinquent assessments;
 - e. Any current assessments will be credited and within each category, all monies received shall be applied to the most distant charge first, provided, however, that monies received pursuant to a court or magistrate award shall be credited in compliance with the decision rendered in that action, if any. While the lien shall be appropriately reduced according to each payment received, all collection charges shall continue to accrue and increase the amount of the lien.
11. If the amount awarded in any collection action is less than the full amount of the lien attached to the unit/lot, the lien shall remain enforceable against the unit/lot through foreclosure action or collection from the proceeds at sale. Upon payment of the award, the lien shall be reduced in accordance with the decision rendered in the collection action, or if none, in accordance with the payment credited procedures described in paragraph 10. All applicable late charges and collection charges shall continue to accrue and increase the amount of the lien after payment of the award.
 12. If no amounts are past due, advance payments of installments shall be credited to the nearest future installment.
 13. No request for a waiver of any provision of this policy shall be granted unless submitted to the Board of Directors in writing and approved by the Board at its sole discretion.