



# SPRING GROVE

ESTATES

**SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION**  
**RULES AND REGULATIONS**

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## **SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION RULES AND REGULATIONS**

### **Statement of Purpose**

The Rules and Regulations as stated herein are intended to ensure that all residents enjoy the benefits and highest standards of safety, comfort, and privacy. Because the lifestyles of the residents of our community vary widely, it is important for everyone to adhere to these rules and regulations. This will assure that the rights of all are maintained.

Since the residents commonly own all of the property beyond our units, these rules also provide for a standard of excellence in the presentation of this common property. The presentation of the community is crucial to the economic value of each and every unit. Individual variability will diminish the presentation and the market value.

The content herein shall be seen as a modification to the provision of the Declaration and Establishment of Easements, Conditions, Reservations and Use Restrictions defined for the Spring Grove Estates Condominium Association under the Pennsylvania Uniform Condominium Act (Condominium Declaration).

All owners of Spring Grove Estates signed this document at the time the original Sales Agreement was signed. *All present and future owners, mortgages, lessees, and occupants of the Units and their agents; employees, and guests are bound by these rules and all amendments thereof.* The Condominium Declaration contains conditions and restrictions and rather than repeating them, these supplementary rules and regulations refer the reader to the appropriate section of the Condominium Declaration. This document contains only amplification, changes, additions, and extensions.

Original: September 1, 1997

Revised: March 4, 1998

Revised: May 21, 2003

Revised: Jan. 20, 2017

### **Section One: Change Criterion**

The Condominium Declaration documents the responsibilities of the Executive Board. Residents may request the Executive Board to consider variations and exceptions to the rules contained in the Condominium Declaration as well as rules contained herein through the process described below.

Changes to the physical design that was established by the developer and maintained by the Spring Grove Estates Condominium Association are called variations. Residents should understand that variations and exceptions will not be common but will be granted for good reason. All other changes are considered exceptions to the rules and regulations. Any variation or exception must meet the following criteria:

- The change must be beneficial in its application
- The change cannot affect-/
  - the appearance of the condominium such that there is the potential for a reduction in economic value
- There is an absence of negative impact on the right of another Unit owner and on the rights of the community
- There is no future economic implication for the Condominium Association that might include maintenance costs or liabilities
- There are no health or safety issues for residents, guests, or the public
- There is not a violation of local, state, or federal law
- The change preserves the spirit, intent, and purpose of the Spring Grove Estates Condominium Association

## **CHANGE REQUEST PROCEDURE**

For consistent operation of the Association, the Executive board requires compliance with the following procedure for all alterations:

1. Obtain from and submit to the board of directors, a completed "REQUEST CHANGE Form", including the required drawings/specifications, and details of the change.
2. The application for alteration will be forwarded to the Executive Board for evaluation and recommendation.
3. The Executive Board will post the requested change on the community bulletin board. On request, the Executive Board will provide copies for review of the Request Package to Unit owners who might be reasonably affected by the requested alteration.
4. If a decision on the request is expected to take more than one (1) week, a "Pending" letter will be sent to the unit owner advising them of the status of the process.
5. The Executive Board may ask the applicant to revise the request based on policies or procedures of the Association. In reviewing requests the Review Committee has the right to continue any review in subsequent meetings until all facts have been gathered. However the review process will be deliberate so as to give the applicant a timely decision.
6. The Executive Board will submit its recommendation for formal action.
7. The Executive Board will communicate (in writing) the decision (approval/rejection/modification) of the application to the unit owner. If the decision is not favorable the applicant can request a hearing before the Executive Board at its next meeting. This hearing will be open to the applicant and any other interested resident. NOTE: once formal approval has been obtained/received, only then may the unit owner commence the alteration.
8. Each member of the board should state their reason for their vote. For approval, a proposal requires four (4) favorable votes or Majority

DATE: \_\_\_\_\_

SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION  
APPLICATION FOR ALTERATION APPROVAL

**\*NO ALTERATIONS MAY BEGIN UNTIL APPROVAL IS GRANTED\***

1. \_\_\_\_\_  
Signature of homeowner requesting approval Phone number (s)

2. \_\_\_\_\_  
Address of home where alteration will occur

3. \_\_\_\_\_  
Mailing address of homeowner

4. Type of alteration:  
Landscape \_\_\_\_\_ Building Exterior \_\_\_\_\_ Other (Please specify): \_\_\_\_\_

5. Location of alteration in or around your home:  
\_\_\_\_\_ Front \_\_\_\_\_ Side \_\_\_\_\_ Rear \_\_\_\_\_ Other  
If other, please specify: \_\_\_\_\_

6. Scope of Alteration: Please explain in detail what you are requesting permission to do - include approximate dimensions if appropriate:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Materials to be used: Describe the type of materials (or shrubs) to be installed and/or removed and quantities of each material:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Effect on the Existing Area: Explain if any existing elements will be affected by this alteration (will existing shrubs be moved, or part of existing porches be dismantled, etc.):

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9. Effect of alteration on neighbors to either side of your home:

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10. Signature of nearest neighbors to the right and left of your home signifying that, as a courtesy, the adjoining neighbors have been made aware of this alteration request.

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NOTE: If you are unable to obtain the signatures of one or both of your neighbors, you must explain the reason below:

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11. If applicable, please attach a drawing showing all existing elements, including shrubs and porches in solid lines and proposed alterations in dotted lines. Include the first three feet of your neighbors' homes and yard in the drawing. Show distance from nearest existing elements to proposed additions or alterations.

12. Expected start date: \_\_\_\_\_ Completion date: \_\_\_\_\_

13. Additional Notes: \_\_\_\_\_

**Please attach drawings, brochures, pictures, etc. to this form.**

APPLICANT: PLEASE DO NOT WRITE BELOW THIS LINE.

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Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Section Two: Common Ground and Property**

### **Statement of Purpose**

The **TERM CONDOMINIUM** refers to a form of property ownership in which there are two forms of ownership, individual and common.

**Individual ownership** refers to the living quarters of the owner.

**Common ownership** refers to the mutual ownership of common elements.

**Common Elements** are all that an owner may use and enjoy along with the other Owners. Common elements are all portions of the condominium which are not included within the individual units.

**Limited Common Elements** refer to that which serves the individual unit, but is located outside the unit. This includes but is not limited to the patio, sidewalks, exterior door, and windows.

**In this section, the Rules and Regulations clarify residents' rights with regard to ownership categories.**

**Within the condominium community, the Unit owner and the community, as a whole, share in rights and responsibilities.**

The Spring Grove Estates Condominium Association Executive Board adopted the following Rules and Regulations on May 21, 2003. Implementation of the Common Ground and Property provisions that will require a physical change to the Unit, Limited Common Property provisions that will require a physical change to the Unit, Limited Common Property or Common Property will be a requirement as of May 21, 2003. *As of this date, all variations are to comply with the alteration request procedure.* Those residents, who choose not to comply, may call, on a member of the Executive Board. This member will assist the resident in preparing a change request for any area of noncompliance. Implementation of the Common Ground and Property provisions not involving a physical change are effective at publication.

## **RULES GOVERNING COMMON AREAS**

### **Flags, Banners, Windsocks, Wind Chimes, Etc.**

Display of the American Flag is permitted. Freestanding flagpoles are permitted on patios and in mulch areas adjacent to Unit front door. The American flag may be attached to a patio fence as long as the Unit Owner agrees to be responsible for the repair of: damage to any fence mounting. *The American flag will not be larger than 3 feet by 5 feet.* The top of the flagpole shall not extend above the roofline of the first floor. The mounting of the flag will not interfere with sidewalks or other public access.

Other flags, banners, or windsocks may be displayed or exhibited.

No linens, cloths, rugs, mops, or laundry shall be hung from any window, patio, or fence that is visible from any road.

### **Shrubs and Trees**

All trees and shrubs are the property of the association.

No resident, shall plant, trim, or replace any shrub or tree without the written consent of the Executive Board.

During the Christmas/Hanukkah Season low wattage (under three watts or equivalent), non-flashing, white midget lights designed for outdoor application may be used on the shrubs and fence from Thanksgiving through January 15th only. The lights will not be attached to the gutters.

### **Planted Areas**

It is the Spring Grove Association's responsibility to provide for the design, maintenance, repair, and replacement of the lawn as well as the trees and shrubs.

Residents are not permitted to alter the landscaping of common areas including expanding and mounding, planting in grass areas, or modifying the color and texture of the mulch bed. Potted live plants of a reasonable size may be placed in the mulch area. These potted plants must not interfere with the existing shrubbery and must be portable for routine purposes.

Nothing else is to be planted or placed in the mulch area outside the fence.

Only (one) Potted live plants may be placed on the unit side of the garage door and along the units brick wall.

All planters must be stored in the unit over winter.

### **Flowers, Pots, and Planters**

Flowerpots and planters for flowers cannot be affixed or attached to the structure of the unit.

Flowerpots, planters and decorative accessories are permitted within the patio fence area of the Carriage Houses.

Flowerpots and planters may not be attached to the brick.

## **Signs, Advertisements, and Decals**

No signs, notices, or advertisements will be placed on a unit, fence, exposed at a window, or placed on the common ground without the express written agreement of the Executive Board. All requests for permission must be submitted to the Executive Board identifying the material to be posted, stating its purpose, location, and the anticipated duration of the posting. The exceptions to this rule are:

1. A single "For Sale" sign, no larger than 18 in. by 24 in. and no higher than 3 feet is permitted. The sign is to be placed on property connected to the Unit and visible from one of the three roads. An additional placement could be in the window of the Unit.
2. A security protection sign, smaller than one square foot is permitted.

## **Tools, Toys, Furniture, and Large Personal Items**

All tools, toys, bicycles, and other large personal items must be stored within the Unit when not in use. Playground equipment such as swing sets is prohibited.

To prevent animal foraging, refuse and garbage can's will be stored within the Unit. If placed at the curb the night before it is to be picked up, garbage will be in a container that will protect it from roaming animals.

Common areas are to be kept free and clear of rubbish, debris, and other unsightly material.

Outdoor furniture is permitted only on the patio surface.

Pole mounted lanterns and torches for lighting and electronic devices to eliminate insects are not permitted.

Portable grills, using charcoal or bottled gas, must be stored on the patio or in the Unit.

Residents are responsible for the repair of siding, brick, and painted surfaces damaged by heat from the grills.

## **Doors, Windows, and Exteriors**

The appearance of the front door must be maintained in accordance with the Board approved style of color.

Peephole sights for security are permitted.

Seasonal and holiday wreaths on the door and windows are permitted.

Seasonal lights attached to the unit are prohibited.

Walkway lighting is prohibited.

Spotlights are prohibited except a maximum of three White spotlights may be used from Thanksgiving to January 15th. They may be lit from dusk until 11:00 P.M. Light from the spot must be confined to unit.

Window treatments, curtains and blind's are preferred and must be solid white or beige( almond) when viewed from the outside.

## **Screen Doors and Awnings**

The appearance of the screen door will be as approved by the Executive Board. A work order must be presented to the maintenance committee or Executive Board.

The appearance of the awnings will be as approved by the Executive Board. A change request form must be presented to the maintenance committee for the initial installation. Your awning will be installed each year on or about April 1st and will be taken down on or about November 1st. Awnings may be used for shading the unit from the sun or for privacy when using the patio. At other times they should be rolled up for security and emergency reasons.

**(NOTE) NO (New) AWNINGS ARE PERMITTED. PERMANENT PATIO ROOFS, THAT MATCH EXISTING ROOFS ARE ONLY ALLOWED.**

## **Parking**

Parking on the street is prohibited.

Guests must park in the driveway and any additional cars may park in the public parking spaces. Resident use of public spaces is acceptable on an occasional basis, but the Executive Board must approve extended use.

Curb and driveway selling of vehicles is prohibited.

Be considerate of neighbors by not parking in their driveway without permission.

## **Sales**

Garage sales, yard sales, or public sales are not permitted. However, the Executive Board may be petitioned for exceptions in the case of liquidation sales, Estate sales, or group activities.

## **Speed Limits**

**A. 15 mph is POSTED**

**B. This regulation is for the safety of all residents.**

**C. Failure to abide will result in a verbal warning and may result in a fine.**

**D. DRIVE SLOW!**

### **Section Three: Pets**

While pets are a source of pleasure for their owners, pets cannot become a nuisance to any resident. These rules address the impact of pets on the Spring Grove Estates Condominium Community- Paragraph 4.14 of the Condominium Declaration contains the basic rules with regard to pets. Those rules and the following apply to pets of owners, tenants, and guests. The resident (owner or tenant) is responsible to inform guests of the rules.

1. Residents are permitted to have no more than one (1) domesticated dog or cat, which shall not exceed 30 pounds. All pets are to be licensed in accordance with the ordinances of the Municipality of Rostraver Township and Westmoreland County.
2. At no time is any pet to be left unattended and be housed, tied, or chained outside of any Unit. Pets must be walked on a leash, are not to run loose. The pet must be under the owner's control and supervision at all times.
3. Pet owners are responsible for immediately cleaning up any pet waste in the Area's surrounding their Unit or other Condo ground. All waste must be disposed of in the resident's unit. Maintenance personnel will be instructed not to clean up waste or to perform any landscaping services where there is a concentration of waste materials. Any damage caused by a pet will be the responsibility of the pet's owner.
4. As stated in the Condominium Declaration, the Executive Board had the right to require the permanent removal of pet that is a nuisance. The following process will apply for other removal complaints:  
Any resident may report a violation to a member of the Executive Board identifying the animal, the violation, and the Unit owner.  
Within 7 days of the second offense, a written warning is issued to the pet owner, and a (FINE) of \$ 25.00  
If the next offense occurs within 30 days of the written warning, a \$50.00 fine is imposed.  
Repeat offenses within 30 days of the last fine are \$25.00 per occurrence. Refer to SECTION ( FIVE)

## **Section Four: Clubhouse**

### **Statement of Purpose**

The Rules and Regulations of the Clubhouse are necessary to assure that all residents will be able to enjoy and benefit from privileges associated with the use of the Community Clubhouse and/or social events the residents of the Spring Grove Estate Condominium Association plan or wish to partake in. These rules and regulations are to provide quality maintenance of the Clubhouse for standard of excellence, which is crucial to the economic value of each and every Unit.

1. The Clubhouse is a NO SMOKING facility.
2. A bulletin board will be placed in the community room and is to be used as a means to relate messages and notices to community members. A calendar will list all community meetings and events. On the last day of each month a designated Clubhouse member will remove any of the previous month's notices and messages.
3. No pets of any kind are permitted in the Clubhouse or on the grounds contained therein at any time.
4. Supplies provided for the Clubhouse are to be used only in the Clubhouse area and are not to be removed for personal use.
5. Private social events at the Clubhouse require reservations.  
Complete a reservation form that is available from a Clubhouse committee member.  
Return the completed reservation form to the designated Clubhouse committee member.  
Confirmation of the date will be by means of a phone call from the designated Clubhouse member.  
Reservations for the Clubhouse will be taken a year in advance for a special occasion such as an anniversary, shower, or retirement. All other reservations will be taken sixty days in advance.
6. A fee of \$35 will be charged for personal occasions & events.
7. There is a \$100.00 refundable security deposit in the form of a check that must be given 30 days in advance.
8. This security deposit and fee are subject to change due to spiraling costs or abuse.
9. Monthly condominium fees and assessments must be current prior to the resident's reservation request before being approved by the Clubhouse Social Committee.
10. Residents using the Clubhouse are responsible for supplying their own paper and cleaning products for the event.

**11. After use of the Clubhouse a designated Clubhouse committee member will check the Clubhouse to ensure that smoking not occurred. If it has occurred, it will be the responsibility of the member that reserved the Clubhouse to rectify any damages caused by smoking. CLEAN UP OUTSIDE AREA'S FOR CIGARETTE BUTTS (NO SMOKING WITHEN 20ft. OF CLUBHOUSE). All tables and countertops have been cleaned. All trash removed and taken back to the resident's unit for disposal.**  
The stove has been cleaned and turned off.  
All lights are off.  
The fireplace is turned off.  
The thermostat has been turned down to 62 degrees in winter.  
The air conditioner is set at 80 degrees in summer.  
Bathrooms are clean.  
Furniture has been returned to its original location.  
Clubhouse doors are locked.  
Person reserving Clubhouse may be present for the inspection.

**12. If the above stated rules have not been adhered to, a Clubhouse committee member will notify the Association member who reserved the Clubhouse and ask them to correct the problem. If noncompliance occurs the Association member will forfeit the \$50.00 of the \$100.00 security deposit and will also be responsible for any cost to restore the Clubhouse to its original condition.**

**13. No fee shall be charged for a wake for a resident.**

### **Keys**

Each member is responsible for following the above stated rules for the Clubhouse. There will be a sign-in and sign-out sheet on the bulletin board. The member unlocking the Clubhouse must sign in and out.  
(Donations) toward the upkeep of the Clubhouse are gratefully accepted.  
Any member not following Clubhouse rules may have their key privileges removed by Executive Board action.

## LIST OF TREES AND SHRUBS FOR SPRING GROVE

### SHRUBS

Holly Green

Birds Nest Spruce

Dwarf Burning Bush

Crimson Pygmy Barberry

Wee Willy Boxwood

Bergmans Sen Oriental Spruce

Golden Nugget Japanese Barberry

Portentillo Red Acer

Dark Horse Weigela

Juniper Compress Common

### Trees

Pink Flowering Crabapple

White Flowering Crabapple

Red Leaf Maple

Flowering Pear

Ivory Silk Lilac

Dogwood

**Section Five:**

**Violations and Penalties**

**( Pertaining to Rules and Regulations.)**

**A. The following procedures will be followed as a result of any violation.**

- 1. Executive Board Member(s) will give a verbal warning to unit owner. They will have 7 days to remedy the violation.**
- 2. If issue is not resolved in 7 days, a written notice will be sent by the Management Firm and a \$25.00 fine will be issued. You will now have 30 days to remedy the violation.**
- 3. A third notice will result in a \$50.00 fine, plus \$25.00 fine for each 30 days there after. If not paid in full this will result in a lein against the violators condo.**

## **HOA / CONDO FEES**

### **AS PER MANAGEMENT CONTRACT**

1. Management Firm handles all late fees as per contract.
2. If late condo fees surpass 90 days the executive board may take the following action:
  - A. Have water shut off which includes sewage.
  - B. Stop garbage pick up.