

NORTHTOWNE ESTATES, A PLANNED COMMUNITY

RULES & REGULATIONS

The purpose of Rules and Regulations is to provide information and guidelines for residency in Northtowne Estates. The Rules and Regulations are coordinated with the Associations' Declaration and Bylaws to reemphasize, clarify, expand on or establish policy for issued that the Legal Documents do not address. Although Northtowne residents are homeowners, they must remember that living in a community requires compliance with established Rules and Regulations to maintain health, safety, viability and property values.

PERMITTED USE OF UNITS

No part of the property shall be used for anything other than housing for residential purposes for which the Property was designated, except as otherwise provided.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.

GENERAL

All walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a Unit or the Common Elements.

Nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance on the Property.

No Unit Owner shall permit anything to be done or kept in the Unit, or in the Common Elements which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the Executive Board.

No obnoxious or offensive activity shall be carried on in any Unit or in the Common or Limited Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or legal occupants of a Unit.

No Unit Owner or occupant of a Unit shall operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others.

ARCHITECTURAL & ENVIORNMENTAL GUIDELINES

Any modification or alteration of the building or lot must be pre-approved by the Executive Board by submitting an Alteration Request Form to the Executive Board. Any change that requires a building permit must be obtained and approved by Marshall Township.

No trailer or tent shall be placed on any Unit or Lot.

No shed or storage building may be erected on any Unit without the written consent of the Executive Board.

No fence shall be erected on any Unit without the written consent of the Executive Board.

No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any portion of the Property, including any Unit and any part of the Common Elements. No drying

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of or hanging of clothes is permitted on decks, patios or common areas. No clotheslines or drying racks are permitted on the decks, patios or common areas.

The Common Elements and Units shall be kept free and clear of rubbish, debris and other unsightly materials.

No satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board.

No improvements, such as hot tubs, Jacuzzis, etc., may be affixed to or installed in any Unit without the written consent of the Executive Board.

No fire pits, fire rings, portable fireplaces or anything that burns wood are permitted.

Grills must be used ten (10) feet from any structure.

No outdoor furniture is permitted to be left outdoors overnight, unless it is on a patio or deck.

Storage of items are NOT permitted on the decks or patios other than furnishings designed for outdoor use.

Children's play equipment, such as swing sets, seesaws, slides, gym sets, playhouses, portable basketball hoops, wading pools and the like may not be stored on the Common Elements.

No signs, advertising or other displays shall be maintained or permitted on any part of the Property with the exception of political signs during an election period, so long as the signs are removed three (3) days after an election and installed no sooner than twenty-one (21) days before the election. For Sale signs are permitted as long as they are the standard Realtor sign size.

No depositing or waste, rubbish or other debris shall be permitted to be placed or stored on the Common Elements or any Lot.

Garbage and recycling receptacles may be placed outdoors the evening before the scheduled pick up and removed the evening following pickup. The receptacles must be stored on the side or rear of a unit or inside the garage at all other times.

All Units and Lots must be kept in good condition. If the Unit Owner plants personal plantings on its Unit Lot, all plants shall be planted within twenty-four inches of the exterior wall of the Unit. The area must be properly maintained, to include weeding.

Only mailboxes, newspaper receptacles, house numbers and lampposts approved by Executive Board may be installed on a Unit.

Only white or off white draperies, sheers or mini-blinds visible in any window are permitted.

Exterior holiday decorations may be displayed during the appropriate holiday and only on a temporary basis.

VEHICLES/PARKING

No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from the Unit.

Only properly licensed and insured vehicles may be stored on a Lot, unless stored inside the Unit Owner's garage.

Recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in a twenty-four hour period.

Only minor repairs taking less than twenty-four (24) hours may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.

Visitor parking is for the use of visitors and/or guests. Unit Owners or residents may not use the visitor parking.

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PETS

Only household domestic pets, such as cats, dogs, song birds and fish in aquariums, not bred or maintained for commercial purposes will be permitted in a Unit and on Common Property.

No more than two (2) such non-aquatic pets are permitted per Unit.

No chickens, ducks, geese, turkeys, pigs or other farm animals, snakes and other reptiles and/ or insects such as bees may be kept on the Property without the consent of the Board.

No pet is permitted to run freely when outdoors.

Pets must always be kept on a leash (no longer than six feet in length) and must be under supervision at all times.

Pets may not be chained, tied or otherwise restrained to any portion of the Unit or Common Elements.

No lines, chains, doghouse or other pet shelters shall be permitted on any Unit and/or portion of the Common Elements.

Pet waste must immediately be removed and disposed of properly.

Pets are not permitted to urinate on trees, shrubs and plant life within the community.

All pets must be licensed and vaccinated in accordance with local and/or state laws.

Pets may not be permitted to disturb any other Unit Owner.

If a pet becomes a nuisance to any of the Unit Owners, then upon written application to the Executive Board by any Member of the Association, a hearing shall be held and the majority of the Executive Board may require the permanent removal of the pet from the Property within fifteen (15) days after written notice.

The Executive Board shall have, in addition to other remedies, the right to levy fines for violation of these Rules and Regulations, provided that the fine for a single violation may not exceed \$50. For each day the violation continues after notice of the same, it shall be considered a separate violation and subject to an additional \$50 fine per each day. Any fines levied are considered an assessment against the Unit Owner and are due and payable as any other assessment.

LEASING

Only the entire Unit, not a portion of a Unit can be leased.

No Unit can be leased for transient purposes.

No lease term may be less than one year.

Unit must be leased with a written lease.

A copy of the lease must be provided to the Executive Board within ten (10) days after execution.

The tenant name and telephone number must be provided.

Any lease agreement shall provide that the lessee shall be bound by the Covenants, Conditions and Restrictions set for in the Declaration, Bylaws and Rules and Regulations.

COLLECTION/CREDITING POLICY

The Common Expenses shall be assessed against all Unit Owners in accordance with their percentage of ownership interests.

All payments of assessments, fees, charges, liens, etc., shall be by check, money order, direct debit or credit card.

The Unit Owners share of the budget Common Expense, general operating expenses and reserves for replacement and reserves for contingencies, shall be payable on a monthly basis.

All monthly installments of the annual assessment are due on or before the first day of each month.

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Assessments received after the tenth (10th) day of the month in which the assessment was due and unpaid are considered delinquent.

Upon becoming delinquent, on the tenth (10th) of the month in which the assessment was due and unpaid, a \$5.00 late payment charge and a \$3.00 administrative fee will be assessed to the Unit Owners account.

When an account reaches ninety (90) days delinquent, the Unit Owner will be notified that the account must be brought current within ten (10) days or legal action will be initiated. All costs associated with the legal action, including reasonable attorney fees, will be assessed to the Unit Owners account.

All monies received from a Unit Owner on a delinquent account will be credited to the most distant past due amount.

RULES ENFORCEMENT POLICY

It is the intent of the Executive Board to establish a uniform procedure to follow where they must take action relative to questions of compliance by individuals with the provisions of the property's Covenants and By-Laws (legal documents).

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

1. The nature of the violation
2. The date and approximate time of the violation
3. The approximate location of the violation
4. The names and unit address of the offending party
5. The name and unit address of the person reporting the violation
6. A statement verifying that the person reporting the violation actually observed the violation

The management representative will contact the violator with a written complaint by regular mail to the offending party and/or unit owner describing the alleged violation, asking (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 does not comply with the warning letter, and continues thereafter to violate the Documents, the Executive Board or its authorized agent shall cause to be sent to the offending party by registered mail a written notice of the violation and pending fine indicating (1) the nature of the violation, (2) a demand that the violation immediately cease and that any damage to the common elements be restored, within a ten (10) day period, (3) statement that the fine in the amount of \$50.00 is imposed on the offending party, (4) a statement that if the offender wishes to appeal the fine, he/she must contact the managing agent in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Executive Board.

If after the offending party has had their opportunity to appeal the original fine and does not do so, and the violations continue, the Executive Board or its authorized agent has the authority to continue the fines as follows: For the first offense a \$50.00 fine may be imposed, for the second offense a \$100.00

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fine may be imposed, for the third and subsequent offence a \$250.00 fine may be imposed, per each occurrence.

If any fines imposed under this policy are not paid within sixty (60) days, the matter may be referred to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney's fees, interest and costs incurred shall be assessed and collected against the offending party.

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NORTHTOWNE ESTATES

RULE VIOLATION REPORT

Before the Executive Board can act upon any violation to the Rules and Regulations, all violations must be documented in writing. This form must be completed and mailed to the Management Office before any action will be taken.

1. Name and address of person reporting violation: _____

2. Name and address of the offending party: _____

3. Nature of violation: _____

4. Date and time violation occurred: _____

5. Location where violation occurred: _____

6. Statement of what you observed: _____

2. Any other pertinent information that may aid the Executive Board in resolving this violation:

By signing this complaint form, I hereby attest that the information is true to the best of my knowledge and I am willing to participate with the Executive Board on this action in acting as a witness, if necessary.

Date

Signature of Person Reporting Violation

Please return completed form to:
Northtowne Estate
c/o Rj Community Management
4900 Building 1, Suite 300
Pittsburgh, PA 15229

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Lighting Information

Available at Lowes- Portfolio Brayden 21.8- in H Mystic Black Post Light

Item Number#- 338654

Model #- LWS1204E

