

SETTLERS WALK HOMEOWNERS ASSOCIATION

Resolution Regarding the Maintenance  
of Lawns, Planting Beds, and Hillsides

WHEREAS, Article 8 of the Declaration of Settlers Walk Homeowners Association provides for Owner maintenance of Lot landscaping, and stipulates that detailed responsibilities may be further defined by the Association.

WHEREAS, It has been noted that landscaping maintenance on Lots throughout the community is not being performed consistent with the standards generally prevailing at Settlers Walk.

WHEREAS, The Board of Directors, realizing this, is desirous of adopting specific landscaping maintenance standards so that all residents will have a clear understanding of such standards.

THEREFORE BE IT RESOLVED that the following shall be the landscape maintenance standards for the Settlers Walk Homeowners Association.

- 1) All front, side, and rear yard turf areas or otherwise flat areas which are cultivated, shall be maintained at a height of no higher than six (6) inches. Grass clippings shall not be permitted to be left in clumps, and must be removed from hard surfaces (walks, drives, etc.). Front turf areas shall also be kept weed-free.
- 2) All planting beds on Lots shall be maintained by trimming/pruning shrubs, removing weeds to keep beds within acceptable weed-free standards, and edging beds at least on an annual basis.
- 3) All hillsides or steeply sloped areas (defined as those areas not typically able to be cut with a mowing machine) shall be maintained at a height of ten (10") inches. Exceptions to this are sloped hillsides which are planted with "crown vetch", or those which are not visible from any street in Settlers Walk. ("Street" shall include that portion of Rochester Road between North Shevlin and Pioneer Drives).
- 4) All landscaping in general shall be maintained in a manner consistent with the standards generally prevailing throughout the community as determined by the vast majority of residents at Settlers Walk. If any Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with the Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry.

Adopted this 25<sup>th</sup> day of July, 2006.

  
Paul Gallenstein, President

  
Christopher Kennedy, Secretary

SETTLERS WALK HOMEOWNERS ASSOCIATION

Resolution Regarding Maintenance of Individual  
Exterior Post Lights

WHEREAS, The Board of Directors of Settlers Walk Homeowners Association would like to ensure proper repair and operation of the exterior post lights within Settlers Walk, a uniform appearance for these lights, and a minimum of resident confusion over operation of these lights.

WHEREAS, these lights provide a degree of safety in traveling the property at night; and it is important that these fixtures, even though on private property, be maintained properly and illuminated at night.

THEREFORE, BE IT RESOLVED THAT exterior post lights in the community will be maintained, and will be kept lit from dusk to dawn, by the individual homeowner. Burnt out bulbs will be replaced within seven (7) days from the date the bulb burns out. Random night inspections will be conducted to ensure compliance with this regulation.

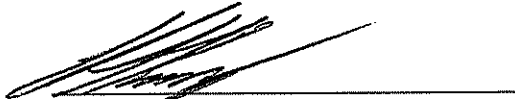
Adopted this 19th day of April, 2006.



Paul Gallenstein, President



Date



Christopher Kennedy, Secretary



Date

SETTLERS WALK HOMEOWNERS ASSOCIATION

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Paul Gallenstein, President

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christopher Kennedy, Secretary

  
\_\_\_\_\_  
Date

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Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

  
\_\_\_\_\_  
Paul Gallenstein, President

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Kennedy, Secretary

\_\_\_\_\_  
Date

## SETTLERS WALK HOMEOWNERS ASSOCIATION PAVILION RULES

*The general rules for use of the Settlers Walk Pavilion are as follows:*

- 1) The Pavilion can be reserved by submitting a pavilion rental form and remitting a \$25.00 rental fee and a \$100.00 deposit . Please contact the management office in advance to reserve. The reservation is valid for the entire day.
- 2) The Pavilion may not be reserved by any resident for two (2) consecutive years on the same holiday.  
Example: If you have reserved the Pavilion on Independence Day this year, you may not reserve it again on Independence Day next year. However, if no other resident reserves by 1 month prior to the holiday, you may schedule it again for that day.
- 3) The Pavilion may only be rented for social events/functions. No business activities, shows, clubs, etc. will be permitted.
- 4) Occupancy limit of the facility shall be subject to the discretion of the Franklin Park Fire Marshall.
- 5) Only Owners are entitled to reserve the Pavilion and must be present during functions. The Pavilion may not be reserved for family members or friends.
- 6) All tables must be wiped clean, lights turned off, the floor swept, and all food and garbage (bags) must be removed from the premises when vacating.
- 7) The Pavilion is inspected before and immediately following every event. If it is not properly cleaned, the owner renting the facility forfeits the \$100.00 deposit.
- 8) Please be considerate of future Pavilion renters and leave the Pavilion clean when finished using it.
- 9) No dogs, cats or other domestic pets are permitted in the Pavilion at any time.
- 10) No glass bottles, jars, or other containers shall be permitted at/in the Pavillion.
- 11) Under no circumstances are minors permitted to consume alcohol in the Pavilion.
- 12) Nothing shall be attached to the Pavilion support posts, floor or ceiling.
- 13) Non-compliance with these rules can result in future use of the pavilion being denied.

Effective 3/1/05

## SETTLERS WALK HOMEOWNERS ASSOCIATION PLAYGROUND AREA RULES

1. For safety reasons, all children using the playground area under the age of 10 must be accompanied and supervised by a parent or guardian. The parent or guardian is responsible for supervision and for the children's safety and compliance with these rules.
2. ALL THOSE USING THE PLAYGROUNDS DO SO AT THEIR OWN RISK. NEITHER THE ASSOCIATION NOR ITS MANAGER IS RESPONSIBLE FOR INJURIES OR ACCIDENTS.
3. Hours for the playground areas are from 8:00 a.m. to dusk. Do not use the playgrounds after hours or when the playground equipment is wet or icy.
4. Only members, residents, and accompanied guests may use the playground areas.
5. Use the playground equipment properly. Failure to do so can result in serious injury. For example, there shall be no standing, kneeling, or riding double on swings; no walking or running up or down sliding boards; no climbing on top of swing sets, etc.
6. No roughhousing, shoving, fighting, or throwing sand or any inappropriate object in the playground areas is permitted.
7. No roller skates, in-line skates, skateboards, bicycles, or tricycles are permitted in the playground areas (bicycles permitted in parking lot), especially on any grass areas.
8. Pets are permitted in the playground areas, but only in turf areas, and must be leashed at all times. Service animals are excepted from this restriction.
9. No food or drinks are permitted in the playground areas, (but are permitted in the pavilion area). Please dispose of all garbage in the proper receptacles.
10. Non-compliance with these rules may result in suspension of playground use privileges.

Effective 3/1/05

## SETTLERS WALK HOMEOWNERS ASSOCIATION SPORTS COURT RULES

The sports courts at Settlers Walk Homeowners Association (Association), including our basketball, tennis, (and volleyball) courts, are for the use and enjoyment of all members and residents. To use them, the following rules must be complied with:

- 1) **Use By Children.** For safety reasons, all children under age 10 must be accompanied by a parent, guardian, or other adult 18 years of age or older. This adult is responsible for supervising the children to ensure their safety and compliance with these rules.
- 2) **Members, Residents, and Guests Only.** Only members, residents, and guests accompanied by a member and/or resident may use sports courts. No more than two guests per member or resident are allowed on a sports court without prior written approval from the manager.
- 3) **Hours.** Hours for sports courts are 8:00 a.m. to dusk.
- 4) **Time Limits.** There is a one-hour time limit for a singles tennis match and a one-hour and 15 minute time limit for doubles play. Volleyball games have no time limit, but players waiting on the sidelines must be rotated into play as soon as possible. Basketball games must end as soon as a team has scored 11 points if each basket is worth one point or 22 points if each basket is worth two points. The winning team is allowed to stay on the court. For basketball games, it is not necessary for a team to win by two points.
- 5) **No Food or Drinks.** No food or drinks are allowed on the sports courts. Water in plastic bottles may be consumed courtside.
- 6) **Bad Behavior.** Profane language and shouting are prohibited. No roughhousing, shoving or fighting is permitted on sports courts.
- 7) **Banned Sports Equipment.** No roller skates, in-line skates, skateboards, bicycles, or tricycles are allowed on sports courts.
- 8) **No Pets.** No pets are allowed on sports courts.
- 9) **Use at Own Risk.** All members, residents, and their guests using sports courts do so at their own risk. Neither the Association nor its manager shall be responsible for injuries or accidents.
- 10) **Violations.** Non-compliance with any of these rules may result in the suspension of use privileges of the offending party(s).

Effective 3/1/05

SETTLERS WALK HOMEOWNERS ASSOCIATION

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, & RESTRICTIONS

This Amendment to the Declaration is made and adopted with, and under the authority of, the Declarant; and the signature of the Declarant is affixed hereunder. This Amendment shall take effect upon the date that it is recorded in the Recorder's Office of Allegheny County, Pennsylvania.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Settlers Walk Homeowners Association was recorded in the Recorder's Office of Allegheny County, Pennsylvania on November 8, 2002 in Deed Book Volume 11501, Page 447;

WHEREAS, the Declarant of Settlers Walk desires to amend said Declaration of Covenants, Conditions and Restrictions as stated herein;

NOW THEREFORE, the Declarant of Settlers Walk does hereby adopt the following Amendments to the Declaration of Covenants, Conditions and Restrictions.

ARTICLE 9  
Restrictions

Article 9, Section 1, paragraph 19, shall be amended to read as follows:

9.1.19 Satellite Dishes/Antennas. Antennas, satellite dishes, antennae towers or any other device used for the purpose of receiving radio, electronic or television signals shall not be located in any Common Area, Open Space or Detention Facility. Any tower or other device, other than a satellite dish, must be approved by the Board of Directors and/or Architectural Review Committee if so empowered to do so by the Board of Directors. Satellite dishes must be one meter or less in diameter, and, if installed on the ground or on a pole placed in the ground,



must be screened from front street view. No satellite dish or other antenna(e) may be installed on the front face of, or in front of the front face of any dwelling. All installations pursuant to this paragraph shall only be done after written notification has been given to, and approval received from, the Board of Directors.

#### ARTICLE 7 Assessments

Article 7, paragraph 4, shall be amended to read as follows:

7.4 Working Capital Fund; Initial Assessment. At the time of closing of a Lot, the purchaser of such Lot shall be assessed the sum of Three Hundred and 15/100 Dollars (\$315.00), or such other amount as may be subsequently set by Resolution of the full Board of Directors as such purchaser's initial contribution to the Association. The Association shall use this Assessment for its operating expenses and capital expenditures. This Assessment is not an advance payment of the Annual General Assessment.

#### ARTICLE 11 Architectural Review

Article 11, paragraph 1, shall be amended as follows:

Applicability. All architectural review shall be performed by the Board, or a committee appointed by the Board, in accordance with the provisions of this Article. If the Board appoints a committee to perform the architectural review functions, there shall be no less than three (3) and no more than five (5) members, all of whom must be Owners. The terms of office shall be as designated by the Board. Any Owner who wishes to make any Improvement to his or her Lot or Living Unit is required to obtain the approval of the Board pursuant to this Article prior to making such Improvement. "Improvement" for purposes of this Article shall mean any alteration or addition which will affect the exterior of the Lot or Living Unit, including buy not

limited to: (i) casualty repair and restoration; (ii) landscaping; and (iii) placement of any structures, gutters, awnings, shutters, mailboxes or antennas. Repainting in the original color scheme and routine repairs which do not alter the external appearance shall not be included in the definition of an Improvement. Any Owner who makes an Improvement without the prior approval of the Board shall be deemed a violation of this Declaration; and the Board upon its own motion, shall proceed as though the Owner gave notice of completion as specified in Section 11.9. Nothing in this Article shall be deemed to relieve any Owner from obtaining all necessary consents and permits and otherwise complying with all applicable state and local laws and ordinances.

CERTIFICATION

I, the Declarant of Settlers Walk, certify that the foregoing Amendment to the Declaration of Covenants, Conditions, & Restrictions of Settlers Walk Homeowners Association has been approved.

\_\_\_\_\_  
Paul Gallenstein, Declarant

COMMONWEALTH OF PENNSYLVANIA    )  
   )  
COUNTY OF ALLEGHENY                    )

Before me, a Notary Public, personally appeared \_\_\_\_\_,  
as Declarant of Settlers Walk and acknowledged that he signed the foregoing instrument for the purposes therein contained.

In witness whereof, I have set my hand and notarial seal.

\_\_\_\_\_  
Notary Public

SETTLERS WALK HOMEOWNERS ASSOCIATION


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Adopted this 19th day of April, 2006.

  
Paul Gallenstein, President

4/11/06  
Date

  
Christopher Kennedy, Secretary

4/19/06  
Date

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Resolution Regarding the Maintenance  
of Lawns, Planting Beds, and Hillsides

WHEREAS, Article 8 of the Declaration of Settlers Walk Homeowners Association (Association) provides for Owner maintenance of Lot landscaping, and stipulates that detailed responsibilities may be further defined by the Association.

WHEREAS, It has been noted that landscaping maintenance on Lots throughout the community is not being performed consistent with the standards generally prevailing at Settlers Walk.

WHEREAS, The Board of Directors is desirous of adopting specific landscaping maintenance standards so that all residents will have a clear understanding of such standards.

THEREFORE BE IT RESOLVED that the following shall be the landscape maintenance standards for the Settlers Walk Homeowners Association.

- 1) All front, side, and rear yard turf areas or otherwise flat areas which are cultivated, shall be maintained at a height of no higher than six (6) inches. Grass clippings shall not be permitted to be left in clumps, and must be removed from hard surfaces (walks, drives, etc.). Front turf areas shall also be kept weed-free.
- 2) All planting beds on Lots shall be maintained by trimming/pruning shrubs, removing weeds to keep beds within acceptable weed-free standards, and edging beds at least on an annual basis. Hardscape added to define planter beds shall require submission to the Architectural Committee for review and approval following established submission requirements and processes.
- 3) All hillsides or steeply sloped areas (defined as those areas not typically able to be cut with a mowing machine) shall be maintained at a height of ten (10") inches. Exceptions to this are sloped hillsides which are planted with "crown vetch", or those which are not visible from any street in Settlers Walk. ("Street" shall include that portion of Rochester Road between North Shevlin and Pioneer Drives). Slopes greater than 1' rise in a 3' run are required to be maintained. However, the degree of maintenance, or an alternative hillside buffering plan, can be established and approved by the Association Manager or Board of Directors if the lot owner of such steeply sloped hillsides feels the slope requires difficult or higher than normal maintenance.
- 4) All landscaping in general shall be maintained in a manner consistent with the standards generally prevailing throughout the community as determined by the vast majority of residents at Settlers Walk. If any Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof in accordance with the Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and opportunity to cure the problem prior to entry.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Traci Conlon, President

\_\_\_\_\_  
Christopher Kennedy, Secretary

SETTLERS WALK HOMEOWNERS ASSOCIATION  
Resolution Regarding Exterior Alteration Request Procedure

WHEREAS, Certain unit owners are initiating exterior alterations without having first sought and obtained prior approval from the Board of Directors.

WHEREAS, The Board of Directors is desirous of establishing an incentive to cease the continuation of this activity.

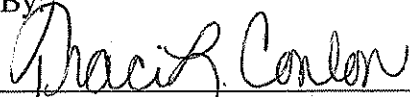
THEREFORE, The following is the new policy that will be followed regarding failure by unit owners to seek and obtain prior approval prior to the start of an exterior alteration. (*ref. Section 11 of the Declaration of Covenants, Conditions, and Restrictions of Settlers Walk Homeowners Association.*)

- The first incident of noncompliance (failure to obtain prior approval) will result in notification from the management office stating the violation and explaining proper procedure. Noncompliant owner will have fifteen (15) days to then submit the appropriate paperwork/follow proper procedure. Failure to comply will result in a fine of \$25.00 being levied against the unit, and the incident being classified as "second incident" status.
- The second incident of noncompliance will result in a letter of reprimand from the management office stating the violation and explaining proper procedure, and the levying of a fine of \$50.00. Future incidences of non-compliance will result in further fines being levied against the unit in violation.

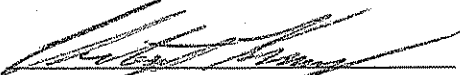
Adopted this 30th day of April, 2007.

SETTLERS WALK HOMEOWNERS  
ASSOCIATION

By:



Traci Conlon, President



Christopher Kennedy, Secretary