

**SANDY BRAE HOMEOWNERS COMMUNITY
SERVICES ASSOCIATION, INC.**

RULES AND REGULATIONS

(Adopted 2019)

**SANDY BRAE HOMEOWNERS COMMUNITY
SERVICES ASSOCIATION, INC.**

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STATEMENT OF PURPOSE

The purpose of these Rules and Regulations is to provide information and guidelines with regard to residence at the Sandy Brae. Rules and Regulations are necessary to ensure that all residents may enjoy the benefits of the highest standards of safety, comfort and privacy.

These rules, regulations, and guidelines have been coordinated with the Association's Declaration and Bylaws, and either reemphasize, clarify, expand upon or establish policy regarding issues which those documents do not address.

Owning and residing in Sandy Brae is a decision of choice. The choice entails involvement with all of those who share that choice. The involvement with others includes providing the maintenance of a sound investment in the community, in its appearance, and in respect and allowances for the equal entitlement of others.

Sandy Brae residents should bear in mind that although they have many advantages of a homeowner, they must accept community association living as a way of life. Because the lifestyles of the residents of any community vary widely, it is important that each owner and individual living in this community should **READ AND COMPLY WITH THESE RULES AND REGULATIONS.**

All present and future owners and renters are subject to and bound by these Rules and Regulations and amendments thereof

The following Rules and Regulations were adopted by the Sandy Brae Association's Board of Directors on _____, 2019, and may be subsequently revised in accordance with the Association's bylaws.

SECTION I

RULES AND POLICIES REGARDING BUILDING AND GROUNDS ALTERATIONS

The purpose of these rules are to aid the Environmental Protection Board (EPB) and the Board of Directors ("Board") to enforce the covenants concerning architectural harmony of exterior improvements to building; to exercise control over the use and appearance of the grounds, including common areas, grounds and adjacent buildings, and exterior of buildings; to adopt policies and standards to describe how control will be exercised; to lawfully regulate certain activities in the community; to achieve continuity, stability, and consistency in enforcement between old and new Boards and EPB committees.

1. The Declaration of Covenants, Conditions, and Restrictions also contains information concerning modifications to and maintenance of buildings and grounds at Sandy Brae. Unit owners should be familiar with the contents of these documents.
2. These regulations apply to:
 - a. Proposed alteration, additions or other changes to (1) any exterior feature of any residential unit in the community and (2) any part of the grounds in the community, including both common areas and grounds within private lot areas immediately adjoining the walls of any building.
 - b. Unauthorized conditions, alterations, uses or improvements to buildings or grounds made without prior written approval of the Board or EPB and not in compliance with the covenants, or with Board regulations.
3. Some variety of individuality within a particular building or unit may be acceptable if the visual impact of the improvement as a whole is harmonious. Among the factors which the Board or EPB may consider in determining whether the improvement is harmonious are (especially where visibility is restricted) professional design, color, texture, materials, appearance profiles, elevation, style, and cost of maintenance.
4. The owner shall submit all necessary information in writing concerning the plans and specifications for the proposed modification.
5. Where there is cause to believe that the proposed improvement is controversial in the sense that it may adversely affect the rights or interest of adjoining owners, notice of the proposed improvement may be circulated by the Board or EPB to other units in the same building, and immediately adjoining buildings. Such residents may then be given reasonable opportunity to be heard at a regular or special Board meeting before any final action is taken.
6. The Board, EPB or other appropriate committee as delegated by the Board, shall approve or disapprove an application within thirty (30) days of receipt of the application. The decision will be communicated to the homeowner in writing. The thirty (30) day period for rendering a decision on application shall not begin until the owner has submitted a properly completed application. If a decision cannot be rendered in this time frame, a written notice

stating that the application is "pending" shall be sent to the homeowner within 30 days of receipt of the application, extending the time in which a decision must be rendered to a total of sixty (60) days from the date of application.

7. No exterior work shall be performed unless the owner first files an application approved in writing by the Board or EPB. This includes, but is not limited to, construction or improvements, patios, painting, door/window replacement/installation, decks, modifications to concrete patios, and landscape changes.

8. The approved work shall begin within sixty (60) days of approval unless specifically stated otherwise in the written approval notice issued to the homeowner.

9. The completed improvement shall in all respects conform to the specifications submitted in the application.

10. In the event that an owner's application is rejected by the EPB or other appropriate committee, as delegated by the Board, the owner may appeal the committee's decision to the Board of Directors in writing or by attending a Board meeting.

SECTION II GENERAL RULES AND REGULATIONS

A. Complaints, Violations, Rules Enforcement, and Penalty for Violations of the Rules and Regulations

1. The Board of Directors is responsible for the enforcement of the Rules and Regulations.

2. All complaints of violation or maintenance reports must be made IN WRITING by the unit owner and submitted to the management office. The management office will direct all written complaints and/or violations to the Board of Directors, who will then review and investigate the complaints.

3. This complaint/report must state the following:

- a. Nature of the violation/maintenance report.
- b. Date and approximate time of the violation.
- c. Approximate location of the violation.
- d. Name and unit address of the offending party.
- e. Name and address (or staff position) of the person reporting the violation.
- f. Statement that the reporting party personally observed the violation.
- g. Any information that may aid the Board of Directors in resolving the violation.

4. When a failure to observe a rule occurs, the Board of Directors aims to provide guidance and when appropriate, provide sanctions. Enforcement, however, must be 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 Sandy Brae Rules and Regulations may result in penalties approved by the Board of Directors.

The sequence of events in enforcing this policy and procedure is as follows:

If, in the opinion of the Board or its authorized management agent, the reported violation does not endanger other residents or common elements and can best be cured by a warning, the Board or its authorized agent shall cause a letter to be sent by regular mail to the offending party and/or unit owner describing the alleged violation, demanding (1) that any such violation cease immediately, and (2) if appropriate, the common element that was damaged by the violation be restored. A final warning letter may also be sent.

If the violating party and/or unit owner does not comply with the warning letters, and continues thereafter to violate the Association Documents, the Board or its authorized agent shall cause to be sent to the offending party and/or unit owner by regular mail a written notice of the violation and pending fine, containing essentially the following information:

- a. A description of the nature, the time and place of the violation;
- b. A demand that the violation immediately ceases and that any damage to the common elements be restored, within a fifteen (15) day period;
- c. A statement that a fine in the amount of \$25.00 is imposed on the offending party and/or unit owner;
- d. A statement that if the offender and/or unit owner wishes to appeal the fine, he/she must contact the managing agent (or the Board if there is no managing agent) in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. Any request for an appeal before the Board will stay the imposition of any fine until the Board disposes of the case, noting however that if the Board finds the alleged violator and/or unit owner guilty of the infraction charged that any fine imposed will be retroactive to the date the Board's initial notice of the violation to the violator and/or unit owner;
- e. A warning that, if the violation continues, a fine of ten dollars (\$10.00) per day thereafter will be imposed until the violation has been cured; and
- f. A statement that any damage caused by the violation will be assessed against the offending party and/or unit owner, and that attorney fees and costs may be assessed accordingly.

If any fines imposed by the Board under this policy and procedure are not paid within ninety (90) days of the initial assessment or the violation otherwise continues, the matter may be referred by the Board to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorneys fees, interest and costs incurred shall be assessed and collected against the offending party and/or unit owner. If, at any time a unit owner or violator fails to pay any sums due to the Association for any reason, then those sums due will accrue interest at the rate of eight percent (8%) per year on the outstanding balance until said sums are paid in full.

This policy and procedure are applicable to any violation of the Association Documents which does not currently specify a fine and/or a method of collecting fines by the Board. If a section of the Association Documents does specify a fine and/or a method of collecting the fine, then the amount of the fine and/or the procedure set forth therein will be followed.

5. Blatant offenses, i.e. intentionally ignoring or violating a rule or regulation, as determined by the Board of Directors, will result in an immediate fine. Such infractions of the Rules and Regulations will not be tolerated. The following procedure has been established with respect to blatant offenses:

- a. The Executive Board or its authorized representative shall send a letter to the unit owner providing notice of the violation and amount of fine levied by the Board of Directors.
- b. The cited Unit Owner/resident shall have the right to a hearing an opportunity to be heard before the Board of Directors upon written request mailed to the management office within five (5) days of receipt of the violation notice. Any written request for a hearing before the Board of Directors shall stay the imposition of any fine until the Board of Directors disposes of the case.
- c. If the violation and/or complaint persist, the Board of Directors has the right to cause the violation to be corrected at the unit owner's expense in accordance with the Sandy Brae Rules and Regulations. Any fines levied will be the responsibility of the unit owner.
- d. If the Association attorney must be secured to enforce the rule and/or to collect their fine, all court costs and attorney's fees and miscellaneous costs of enforcement or collection will be charged to the offending unit owner as an additional assessment to that unit and will constitute a lien against the unit.

In addition to the levying of fines after notice and the opportunity to be heard, the Board of Directors has the authority to withhold voting rights and privileges to use of common facilities.

In the case of an ongoing violation that is not corrected, an additional fine of \$50.00 per week will be assessed without further hearings until the violation is corrected.

Legal expenses and other costs that may be required to correct a violation will be assessed against the voting unit owner. When the Board of Directors assesses costs and the costs are not paid within thirty (30) days, a lien in the amount of the costs will be filed against the violating owner's unit.

B. Exterior Alteration Request Procedure

1. No change may be made to the exterior of the building or common grounds of the area surrounding any unit without the prior written approval of the Board of Directors or EPB. This includes trees, shrubs and grass areas.

2. Before any change is made, the unit owner should obtain a "Request for Approval" from the Manager. The unit owner should complete the "Request" form and return it to the Manager who will then submit it to the Board of Directors or EPB for consideration pursuant to Section 1 above.

SECTION III STRUCTURAL REGULATIONS

A. DECKS, PATIOS AND PORCHES, FENCES, AWNINGS

1. DECKS, PATIOS AND PORCHES

- a. Deck, Patio, and Porch construction will require prior approval of the EPB. Patio must be constructed such that:
 - i) Existing draining patterns are not disturbed.
 - ii) Utility lines or pipes are not disturbed.
 - iii) They are within the privacy fence property limits of that unit.Owners must obtain proper Township building permits prior to application to the Board of Directors.
- b. Carpeting on patios or decks may be secured down with adhesive materials.
- c. The only items permitted on the patios of the units include hoses, lawn chairs, tables for exterior use, porch furniture, planter hangers, plants, grills and umbrellas.
- d. Items that are not permitted to be stored on the deck, porch, patio or front, rear or side (exterior) of the units include brooms, shovels, automotive equipment, toys, bicycles, sleds, and other similar items deemed unsightly by the Board of Directors.
- e. No linens, curtains, clothing, any other laundry, rugs, clothes or mops are permitted to be hung from the patio or deck fences.

2. DECK SPECIFICATIONS – These specifications apply only to decks located at the rear of the unit.

- a. MATERIALS – Treated lumber or composite material suitable for deck construction.
- b. DECK FOUNDATION – 6' x 6' posts bearing on concrete footers installed in accordance with local codes. Beams shall be 2" x 10".
- c. ATTACHMENT – In accordance with local code, lag bolts shall be used to attach ledger boards to any home.
- d. DECKING – 5/4' x 6" (or better) shall be used. Maximum dimensions are 12' x 18' (depth x width).
- e. COVER / ROOFS – No portion of the deck shall extend above approved rail height. No permanent cover is permitted over decking. (Refer to awning specifications above.)

- f. RAILINGS - In accordance with local code. The height shall be 36", caps shall be 2" x 6", balusters (pickets) shall be 2" x 2". Front balusters must match existing railings. Posts shall be 4" by 4". If upgrading balusters front or rear, a style must be selected, samples or pictures included with the alteration request for consideration as part of the alteration approval process.
 - g. COLOR – Toners added to standard deck sealer will be evaluated on a case-by-case basis by the board. Color samples or pictures should be submitted with the alteration request for consideration as part of the alteration approval process.
3. PORCH SPECIFICATIONS – These specifications apply to only to porches located at the front of the unit.
- a. MATERIALS – The materials that must be used are treated lumber, composite floorings, and composite railings.
 - b. COVER / ROOFS – The covering or roof of the porch must be shingled. These shingles must be box gable style to match the roof of the unit.
 - c. DIMENSIONS – The maximum dimensions for the front porch shall be 8' x 10'.
 - d. POSTS – Support posts or columns must be covered by post sleeves. If the posts or columns are not covered by post sleeves, they must be painted to match the trim/facia of the existing unit.
 - e. ATTACHMENT – In accordance with local code, lag bolts shall be used to attach ledger boards to any home.
 - f. COLOR – Toners added to standard deck sealer will be evaluated on a case-by-case basis by the board. Color samples or pictures should be submitted with the alteration request for consideration as part of the alteration approval process.
4. CEMENT PATIO SPECIFICATIONS – These specifications apply only to patios located at the rear of the unit.
- a. AUTHORIZATION – Patio alterations must be submitted to the Board of Directors for review. Alteration requests must include a drawing showing placement and size of patio.
 - b. COVER / ROOFS – No portion of the patio shall be permanently covered except by overhead decking or dry-deck systems.
 - c. RAILINGS – (If desired) In accordance with local code. The height shall be 36" and the caps shall be 2" x 6". Balusters (pickets) shall be 2" x 2". All subject to Board of Director's approval.

5. FENCES – the following requirements apply fencing around a unit owner’s back deck area. **NO FENCING IS ALLOWED IN THE FRONT OF A UNIT OR IN THE FRONT YARD OF A UNIT OWNER’S PROPERTY.**
- a. No fences shall be higher than 6 feet.
 - b. All fences shall be made of white vinyl and shall have a pointed cap on the tops of each post.
 - c. Nothing may be attached to the privacy fences that will in any way detract from the uniform appearance of the other units.

6. AWNINGS

- a. Before installation of a new awning occurs, application must be made through the association / management office. Applications for awnings will be evaluated on a case-by-case basis.
- b. Awnings must be non-permanent in nature and capable of being removed for offseason storage. Installation of awnings may be permitted on the front or rear of the unit and shall be mounted over the front patio or the rear deck.
- c. Installation of the awning shall be done in a workmanlike manner and shall be performed by laborers who are skilled in the installation of awnings.
- d. No stationary awnings are permitted except in cases where retractable awnings are not feasible. One fabric “Lateral Arm” retractable style is permitted and must complement the unit. Braiding shall be “Natural.” No decorative additions (including, without limitation, fringes or monograms) are permitted.
- e. Any awning that is damaged must be replaced or removed within 30 days from the date of damage.
- f. All awnings must be retracted by November 15th and may be opened after March 15th.

B. SCREEN / STORM DOORS AND GARAGE DOORS

- 1. Installation of a screen / storm door for the front door or patio door of any unit is permitted with prior approval of the Board of Directors.
- 2. All screen / storm doors must be completely full-view, one pane, clear glass on baked white aluminum. Glass cannot be smoked, colored, beveled, etched, stained, or frosted.
- 3. Kick plates must not exceed 10 inches.
- 4. Without the approval of the Board of Directors exterior doors, including storm doors and garage doors, may not be altered from the original design or color.

SECTION IV COMMON GROUNDS

A. COMMON GROUNDS

1. Common ground/property is maintained for the exclusive benefit and enjoyment of all residents of the Sandy Brae. Common ground is all portions of the community that are not included with the unit.
2. Individual unit owners must make application to the association/management office before placing items or changing items in the common area.
3. Unit owners are liable to the Association for all replacement or repair of any kind of destruction and/or damage to Association common property as well as any fines that may be imposed in accordance with the existing penalty schedule of the Association's Governing Documents. This includes damage caused by unit owners, tenants, their family members, guests, employees, or pets.
4. Maintenance buildings, dog houses, outbuildings of any type, storage sheds, storage boxes or similar storage facilities of any type shall not be erected in the community unless approved by the Board of Directors.
5. Under no circumstances will motorized off-road vehicles be permitted to be operated on common areas or any area in the community. This includes motorbikes, all-terrain vehicles, go-carts, snowmobiles, boats and similar motor-powered vehicles not listed here.
6. Common areas are to be kept free and clear of rubbish, debris and other unsightly material.

B. FLAGS, BANNERS, WINDSOCKS, WIND CHIMES

1. No flags (except the American flag), banners, windsocks, wind chimes, bells, bird feeders, windmills, or other objects may be displayed or hung from awning frames or trees.
2. Flagpoles, no taller than 3 feet, may be placed in the planting bed area only. Flags deemed objectionable, in bad taste, offensive in nature, etc., at the sole discretion of the Board of Directors, shall not be permitted. In the event of conflict, the decision of the Board of Directors shall be final.
3. Seasonal flags or holiday decorative flags may be placed on the post at the front porch but are limited to two flags. This includes flags pertaining to spring, summer, fall and winter. Sports flags are also permitted.

C. ANTENNAS AND SATELITTE DISHES

1. All antennae and satellite dishes must be approved by the Board of Directors.
2. Satellite Dishes greater than 39" in diameter shall not be permitted on any lot or unit. Television and radio antennas, whether roof top or ground mounted, shall be prohibited on the exterior of any lot or unit.
3. Satellite Dishes that meet the above guidelines are to be placed in the following preference order subject to signal reception:
 - a. Placed at the rear of the unit on a pole or deck railing or privacy fence.
 - b. Placed on the rear roof or chimney.
 - c. Placed at the front of the unit on the ground under an artificial rock.

D. TOYS, TOOLS, LARGE ITEMS

1. Play-sets are not permitted.
2. All toys and bicycles must be stored within the unit when not in use.
3. Tools and other large items must be stored inside the unit when not in use.

E. SIGNS, DECORATIVE SIGNS, LAWN ORNAMENTS, ADVERTISEMENTS, DECALS

1. Decorative/ornamental signs and lawn ornaments are permitted in planting beds adjacent to units only.
2. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of unit by any unit owner or resident.
3. The exceptions to this rule are:
 - a. "For Sale" or "For Rent" signs are permitted. These signs should be professional in manner, should be no higher than 30 inches above the ground, and should not exceed 30 inches in size. They must be removed immediately following the sale or rental of the unit.
 - b. "Tot Finder" or "Pet Finder" decals from the Fire Department are permitted.
 - c. A security protection window signs no bigger than 1 square foot is permitted.
 - d. A security protection sign placed in the mulch area of the unit is permitted.

F. COOKING GRILLS

1. A charcoal, electric, or propane gas grill can be used in front of the unit's garage, deck or on the patio. When not in use, grills should be stored on the deck, patio or in the garage.
2. Any damage resulting from a grill being placed too close to the unit is the responsibility of the unit owner.

G. RECREATIONAL BURNING

1. In the interest of community safety, burning must be 10 feet from a structure and must be contained within an outdoor wood burning unit. The resident must present at all times the combustion is active.

PLEASE BE A SAFE, CONSIDERATE NEIGHBOR.

H. GARBAGE, TRASH, RECYCLING

1. Garbage cans and recycling bins are to be placed at the curb after 6:00 p.m. the night before pickup. The containers must be closed or secured to prevent the contents from being disburshed. **TRASH SHOULD NEVER BE PUT OUT EARLIER THAN THE NIGHT BEFORE PICKUP.**
2. Please retrieve your cans as early as possible after the pickup.
3. If you are going to be away from home for a few days, we suggest that you might ask a neighbor to take your cans out and return them to your unit.

I. FLOWERS, FLOWERPOTS, PLANTED AREAS, BIRD FEEDERS, BIRD HOUSES

1. It is the Association's responsibility to provide for the design, maintenance, repair and replacement of the original lawn, trees and shrubs on common ground.
2. Residents should not alter the landscaping of the common areas nor expand or change the color and texture of the mulch beds.
3. Flower boxes and plant containers shall be permitted on decks, patios, porches and mulched areas. The number of containers shall not be excessive nor placement such that they interfere with lawn care.
4. Annuals, perennials, spring or summer bulbs may be planted by the unit owners in the planting bed adjacent to their own unit.
5. Tree and shrub planting outside of the planting bed must have prior approval from the Board of Directors.

6. Installation of freestanding posts, etc. for the purpose of hanging flowers, bird feeders, bird houses, trellises, etc. are permitted in planting beds only.

7. One (1) bird feeder and one (1) birdhouse per unit are permitted. Residents should not feed the wild animals.

J. HOLIDAY DECORATIONS

1. Christmas lights and decorations may be displayed the week of Thanksgiving through January 31st, with discretion permitted if extreme weather conditions exist.

2. Decorations, such as wreaths, may be placed on the front door, patio door, or the outside of the windows. Large suction cups are recommended for window wreaths. Swags may be placed on the outside window ledges.

3. Holiday decorations, with the exception of the extended period set forth in paragraph one, may be placed in the unit's shrub bed fifteen (15) days before the holiday through fifteen (15) days after it.

K. IMPACT ON INSURANCE

1. No unit owner should permit any use of his/her unit or of the common grounds that would increase the insurance rate on any part of the property.

2. **FIRECRACKERS, SPARKLERS, ETC., ARE NOT PERMITTED.** They could conceivably cause damage to the units and/or fences, as well as unit owners' personal property such as, but not limited to, awnings, patio furniture, and automobiles.

L. NOISE

1. No unit owner should make or permit any disturbing noises that would interfere with the rights, comfort and convenience of other unit owners.

2. Nothing shall be done (including working, causing vibrations, making excessive noise or causing odors) to create a nuisance which would unreasonably disturb or interfere with a resident's rights, comfort or convenience.

3. No unit owner should play a musical instrument or operate a television, radio or other amplified device in his/her unit in such a manner as to disturb or annoy other residents.

M. NUISANCES

1. No immoral, improper, offensive or unlawful use of the property will be tolerated. All valid laws, ordinances and regulations must be observed.

2. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

3. No clothing, sheets, blankets or other articles shall be hung or exposed on the deck, patio, porch or driveway.

N. OUTDOOR FURNITURE

1. Permanent outdoor furniture is not permitted on the driveway or grassy area.

2. Gas lanterns and torches are not permitted.

3. Electronic devices for eliminating insects are not permitted.

O. OUTSIDE LIGHTS

1. The post lamps are the major source of outdoor light for the community. The lamps are controlled by a photo sensor which turns the lights on at dusk and off at dawn. Because this light provides added safety to the community, it must not be disabled by any obstruction.

2. Homeowners are responsible for replacing burned out light bulbs.

- a. If physically unable to replace the light bulb on your post lamp, we suggest that you might ask an able neighbor or friend to do it for you.
- b. If you are going to be away from home for an extended period of time on vacation, please ask a neighbor or friend to replace your light bulb should it burn out in your absence.

3. Lights along walkways, motion detectors and spotlights are permitted as long as they do not interfere with the grass cutting service.

P. PARKING

1. All residents and their guests must first use their personal driveways for parking before using guest parking pads.

2. Except upon prior approval by the Board of Directors or management, residents may not park their vehicle in the guest parking pads for more than twenty-four (24) hours. Such approval will only be granted by the Board of Directors or management upon the Unit Owner establishing a necessity due to extraordinary circumstances and such approval will only be granted for a short-term period as deemed necessary at the sole discretion of the Board of Directors or management.

3. Parking on the street is not permitted at any time. This is a North Strabane Ordinance.

4. If you are having a large group at your house and will need short term street parking for your guests, you must notify the North Strabane Police Department for permission to do so. Their number is (724) 746-8474.

5. Overnight parking is not permitted on the street, under any circumstances. This is a North Strabane Ordinance.

6. Parking shall not be permitted at any time on turf areas, or on any area designated "No Parking".

7. Walkways and driveways must not be blocked.

8. No large trucks or moving vans 24' in length and/or over 5 ton are permitted on driveways at any time.

9. No commercial trucks or vans used by residents at their jobs may be parked at any time on, driveways of any unit, or on the street.

10. No recreational vehicles including (but not limited to), motorbikes, trailers, boats, campers, or snowmobiles may be parked at any time on, driveways of any unit, or on the street.

11. All motor vehicles shall display current license tags and current inspection stickers.

12. Only minor vehicle repairs, those taking less than 24 hours, are permitted in the driveways.

13. Unused vehicles with "For Sale" signs in their windows are not permitted in driveways or guest parking areas.

14. Any resident who parks their vehicle in the guest parking pads for more than twenty-four (24) hours without prior approval by the Board of Directors shall be deemed in violation of the Rules and Regulations. Said resident will receive written notice upon an alleged violation of this provision. This initial Notice is sent in compliance with Section II(A)(5)(a) of these Rules and Regulations related to violations. Upon a second violation of this parking restriction, fines will be imposed against the Unit Owner within ten (10) days of the date of the second Notice. The offending party may request a hearing before the Board of Directors. This request must be made in writing within ten (10) days of the second notice. Failure to request a hearing within this time frame results in a waiver of the opportunity to be heard. The Association reserves the right to collect all fines pursuant to the provisions of Section 2(A) of these Rules and Regulations. In addition thereto, upon a third violation, the resident's vehicle will be towed and any expenses thereof will be assessed against the Unit and represent a lien on the property. The Association will not be liable for any vehicle towed as a result of violations of restrictions against parking in guest parking pads. The violating resident will also remain responsible for any charges assessed for the storage of the vehicle after towing. The Association intends to use the services of

Towing for purposes of enforcing this Rule and Regulation. The Association reserves the right to use any other towing company, if necessary.

Q. PIPES AND DRAINS

1. As to the outside drains, no refuse or other improper articles should ever be thrown into a drain. This includes, but is not limited to, dog waste, cigarette or cigar butts, trash of any kind, toxic waste, etc.

R. WALKS AND ENTRANCES

1. All walks, entrances, and driveways must remain unobstructed to allow freedom of access by all residents.

**SECTION V
MISCELLANEOUS**

A. HOMEOWNER'S INSURANCE

1. Unit owners are responsible for carrying their homeowner's insurance and are required to provide proof of such insurance in a manner as shall be determined by the Board of Directors.

B. DIVISION OR SUBDIVISION OF UNITS

1. No unit may be divided or subdivided into a smaller unit, nor may any portion of any unit be added to, incorporated into, or made accessible through another unit, nor may any portion less than 100% of the unit be sold or otherwise transferred.

C. OWNER LIABILITY

1. Unit owners are liable to the Association for all replacement or repair of any kind or destruction and/or damage to Association common property caused by unit owners, their family members, tenants, guests, employees, or pets. Unit owners are also liable for any fines that may be imposed in accordance with the existing penalty schedule of the Association's Governing Documents.

D. FLAMMABLE SUBSTANCES

1. No unit owner or renter/renters shall permit anything to be done or kept in their unit or the common areas which will increase the rate of insurance, violate any law, statute, ordinance or cancellation of any insurance maintained by the Association.

2. All flammable liquids should be stored in the container in which they were purchased and should be kept in a safe place.

3. Gasoline containers and large propane tanks should be empty then stored in the units.

4. Other flammable liquids should be kept to a minimum and when not in current use should be disposed of in the proper manner.

5. Unit owners should make sure that their smoke detectors are working and change their batteries every year.

E. VANDALISM

1. Unit owners will be held liable for all costs and fines resulting from the repair and/or replacement of damages caused by vandalism, willful neglect, unauthorized modification or accidents attributable to the unit owner.

2. Unit owners will be held liable for the actions of their family members and tenants, as well as their guests, employees, contractors and pets.

F. GUESTS

1. All guests must observe all rules and regulations of the Association.

G. LEASING AND RENTING

1. All units at Sandy Brae shall be subject to the following conditions and restrictions regarding the leasing or rental of any unit in Sandy Brae. For the purpose of these regulations, the terms "rent" and "lease" are used interchangeably.

- a. The maximum number of units that shall be leased or rented at any one time shall be ten (10) percent.
- b. The privilege of leasing a unit shall be based upon seniority of unit ownership. The Property Manager shall compile a list (the "lease list") of homeowners who wish to lease or who are currently leasing their unit(s) by giving the number one listing to the unit owner who has owned his unit for the longest consecutive period of time. The second name on the lease list shall be the unit owner who has the second longest period of ownership and so on. Unit Owners owning more than one leased unit shall be listed on a unit basis in the order of the purchase date of the leased units.
- c. Notwithstanding the maximum number of units to be leased at any one time as set forth in subparagraph (a) above, any unit that is the subject of a valid lease as of the effective date of these regulations may continue to be leased until transferred or sold. For purposes of this section, a transfer for estate planning purposes shall be exempt and the said unit shall retain its right to lease. However, if any of the leased units referenced in this paragraph should

not have a current and valid lease or should remain unoccupied for a period of six (6) consecutive months, then that unit shall lose its grandfathered leasing rights granted by this Amendment. The unit owner must then place the unit on the leasing list and follow the procedures set forth herein.

- d. No unit, when acquired by a new owner, may be leased to a tenant before one (1) year has elapsed from the date of purchase unless the tenant is a member of the homeowner's immediate family. Immediate family is defined as the unit owner's spouse, children, stepchildren, siblings, parents, stepparents, grandchildren, grandparents, step-grandchildren, or step-grandparents.
- e. Except as set forth herein, the lease limitations shall not be applicable to a lease by and between immediate family members. Immediate family member is defined as the unit owner's spouse, children, stepchildren, siblings, parents, stepparents, grandchildren, grandparents, step-grandchildren, or step-grandparents. If both Husband and Wife own a unit then this definition applies to both of them. These leases shall be exempt from the Lease Regulations established herein, except to the extent that they are required to comply with the provisions of the Association's governing documents.
- f. The following regulations shall apply to every lease of a unit:
 - 1. Every lease shall be in writing and signed by all parties. A copy of every lease and lessee contact information shall be given to the Property Manager within five (5) business days of its execution. A copy of all leases in effect at the time of adoption of these regulations shall be provided to the Property Manager within ten (10) business days.
 - 2. A lease shall be for a term of not less than one (1) year nor more than two (2) years.
 - 3. No unit may be the subject of a sublease or assignment under any circumstances.
 - 4. All Leases shall contain a provision that a breach of the Bylaws or Regulations of the Association shall also constitute a breach of said Lease.
 - 5. All leases must contain provisions that (i) the unit owner shall remain responsible for all charges, fees, and assessments against the unit; (ii) the unit owner has given the tenant(s) a copy of the most recent Bylaws and Regulations of the Association, (iii) the tenant(s) shall abide by all provisions of the Bylaws and Regulations of the Association; and (iv) the unit owner shall indemnify the Association against liability and loss for any breach or noncompliance by the tenant(s) of the Bylaws and Regulations of the Association. The signature of the unit owner and tenant(s) on the lease shall attest to these provisions.
 - 6. The Board of Directors has the authority to reject a lease for any reason whatsoever, which is reasonable under the circumstances, at

its discretion. This authority shall be at the sole discretion of the Board of Directors.

7. The Board of Directors is given the authority to implement additional rules and regulations relative to the leasing of units from time to time as it sees fit.

H. SELLING

1. The Pennsylvania Uniform Planned Community Act, (Section 6507. Resale of Units) requires the unit owner to furnish to a purchaser, prior to the sale of the unit, a copy of the declaration, the bylaws, the rules and regulations of the association along with a certificate containing information about the finances of the association.

2. The buyer must sign off as having received and read the Rules and Regulations, as well as agreeing to abide by them. The Unit owner must return the signed acknowledgement to the Management Company.

3. Prior to selling a Unit, the Unit owner must obtain a resale certificate. Unit owners should contact Fort Pitt Property Management at (412) 906-4256 or bshirey@fortpittpm.com to obtain a resale certificate. Fort Pitt Property Management's website is <https://www.pittsburghpropertymanagementinc.com/>.

SECTION VI PET POLICY

A. PET REGULATIONS

1. All pets are to be properly licensed, vaccinated, and kept in accordance with the Ordinance of North Strabane Township.

2. Pet Owners/guardians (meaning those who are responsible for someone else's pet) and responsible for the actions of their pets and are required to maintain control and supervision at all times.

3. Pets must be on a leash while walking with the owner/guardian. This is North Strabane Ordinance 148, §102.

4. Pet owners are responsible for carrying pet waste clean-up equipment and using it immediately while walking their pets and making proper disposal of the waste at their unit.

5. Pet owners/guardians shall not permit their pets to abuse and or damage planted shrubbery, trees, lawns, flowers, etc. Pet owners will be held financially responsible for landscape repair.

6. Any violation of the above rules and regulations should be brought to the attention of the Management Company, Sandy Brae Board of Directors, and/or the Township of North Strabane Police Department depending on the conditions and severity of the violation.

7. Relief from disturbing pet behavior, e.g., excessive barking, will be sought through the local Authorities. This is North Strabane Ordinance 148, §3021.

8. No cages, doghouses, kennels, or runs are to be constructed outside of any home.

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

AWNING SPECIFICATIONS FOR BALCONIES, DECKS AND PATIOS

RESPONSIBILITY OF THE HOMEOWNER

The unit owner is responsible for the purchase price (including the installation charges) of the alteration.

The unit owner is responsible for maintenance, repairs and upkeep of the alteration. Maintenance and upkeep of the alteration shall be at the unit owner's expense. Maintenance and upkeep must be consistent with the general standard prevailing of the Sandy Brae common area.

If the Association determines the alteration has become a nuisance or a hazard, if the alteration infringes upon the right to free enjoyment of the common element, the Association shall have the right to cause the alteration to be removed at the unit owner's expense.

PROCEDURE FOR OBTAINING APPROVAL OF ALTERATION

The unit owner shall make application for approval of the alteration on a form provided by the Association (Request for Alteration Approval) or management company.

The unit owner must conform to all Township alteration guidelines. A permit may be required before the installation of any alteration.

The unit owner's request shall demonstrate that the proposed alterations conforms to the regulation and to the pre-approved color choices.

SPECIFICATIONS

1. All awnings installed on patios or decks must be the "Traditional" or the "Lateral Arm" RETRACTABLE styles. Awnings are only permitted to the rear of the unit.
2. Braiding shall be "Natural". No decorative additions (including, without limitation, fringe or monograms) are permitted.
3. Installation of the alteration shall be done in a workmanlike manner and shall be accomplished by laborers who are skilled in the installation of awnings.
4. Any awning that is damaged must be replaced or removed within 30 days from the date of damage.

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

AWNING SPECIFICATIONS FOR BALCONIES, DECKS AND PATIOS

RESPONSIBILITY OF THE HOMEOWNER

1. The awnings shall be mounted over the deck.
2. All awnings shall be constructed of Solution Dyed Acrylic Fabric. **FOUR APPROVED FABRIC COLOR CHOICES ONLY.**

Sunbrella® pattern (or equal):

FOR BUILDINGS WITH GREY OR WHITE SIDING

#4906 Sapphire Blue Transitional Stripe

#4641 Sapphire Blue Solid

FOR BUILDINGS WITH BEIGE, ALMOND OR CHAMPAGNE SIDING

#4945 Taupe Tailored Bar Stripe

#4648 Taupe Solid

3. Decks under 5' x 12' may use either style.

A. Lateral Arm Retractable

- Manually operated or motorized
- Must include protective aluminum hood
- Made of forged aluminum and stainless steel components
- Arms mounting bar, brackets, hood and all metal components must be powder coated in a solid color to match the siding.
- No need for off season storage.

B. Traditional Retractable

- With aluminum head rods and hinges mounted to home.
- All other components of the frame and fabric other than the aluminum head rod molding and hinges must be easily and completely removable for off season storage.
- Frame and fabric must be able to be drawn back against the house when fully installed.
- Frame to be constructed of one inch galvanized pipe and steel or aluminum fittings of a type that will not rust or corrode excessively.

4. Decks and patios larger than 5' x 12' must use the lateral arm retractable awning only. Any awning larger than 5' x 12' must be motorized and retracted when the owner is away or during a storm (preferably with a wind sensor).

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

DECK SPECIFICATIONS

FOR HOMEOWNER INSTALLED DECKS

1. LUMBER - Treated lumber suitable for deck construction.
2. DECK FOUNDATION - 6' x 6' posts bearing on concrete footers installed in accordance with local codes. Beams shall be 2" x 10".
3. ATTACHMENT - In accordance with local code, lag bolts shall be used to attach ledger boards to any home
4. DECKING - 5/4" x 6" (or better) shall be used. Maximum dimensions are 12' x 18' (depth x width)
5. COVER/ROOFS - No portion of the deck shall extend above approved rail height. No permanent cover is permitted over decking. (Refer to the specs for approved retractable awnings.)
6. RAILINGS - In accordance with local code. The height shall be 36", caps shall be 2" x 6", balusters, (pickets) shall be 2" x 2". Front balusters must match existing railings. Posts shall be 4" by 4". If upgrading balusters front or rear, a style must be selected and voted on by each building owner and made uniform for the whole building.
7. COLOR - Standard Deck sealer with either a cedar-natural or brown toner added. Each building must have the same color decks & railings.

***HOMEOWNER MUST CONFORM TO ALL TOWNSHIP GUIDELINES AND CODES.
MUST APPLY FOR ALL TOWNSHIP REQUIRED PERMITS.**

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

CEMENT PATIO SPECIFICATIONS

RESPONSIBILITY OF THE HOMEOWNER

1. **AUTHORIZATION** - Cement patios do not require Township permits. However, patio alterations must be submitted to the Board of Directors for review. Alteration requests must include a drawing showing placement and size of patio.
2. **COVER/ROOFS** - No portion of the patio shall be permanently covered.
3. **RAILINGS** - (If desired) In accordance with local code. The height shall be 36", caps shall be 2" x 6". Balusters (pickets) shall be 2" x 2" , subject to Board of Directors approval.

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

SATELLITE DISH INSTALLATION GUIDELINES

RESPONSIBILITY OF THE HOMEOWNER

1. Owners must submit an alteration form for the approval by the Board of the installation of a Satellite Dish.
1. Satellite Dishes greater than 39" in diameter shall not be permitted on any lot or unit. Television and radio antennas, whether roof top or ground mounted, shall be prohibited on the exterior of any lot or unit.
2. Satellite Dishes that meet the above guidelines are to be placed in the following preference order subject to signal reception:
 1. Placed at the rear of the unit on a pole or deck railing or privacy fence.
 2. Placed on the rear roof or chimney.
 3. Placed at the front of the unit on the ground under an artificial rock.

SANDY BRAE COMMUNITY SERVICES ASSOCIATION, INC.

STORM DOOR INSTALLATION SPECIFICATIONS

RESPONSIBILITY OF THE HOMEOWNER

- Storm doors must be completely full-view, one pane, clear glass on baked white aluminum.
- Glass cannot be smoked, colored, etched, stained, or frosted.
- Kick plates must not exceed 10 inches.

All storm doors must be submitted to the management company and approved by the Board.

Amend Section IV A. (4) of the Sandy Brae Homeowners Community Services Association, Inc. Rules and Regulations dated January 3, 2012, to read as follows:

4. An outdoor storage shed or box may be erected/placed at the rear of a property with approval from the Board of Directors through use of the "Request for Approval to Make Exterior Alterations" form under the following conditions:

- a. The dimensions of the shed/box shall not exceed 5' wide x 3' deep x 6' high.
- b. The shed/box shall come either preconstructed or as a kit fabricated from plastic, resin, composite material or any combination thereof. No self-constructed wood frame structures are permitted.
- c. The principal color shall be limited to brown, tan, gray or painted to match the siding of the dwelling.
- d. The rear of the shed/box shall be placed no further than one (1) foot from the dwelling.
- e. The shed/box shall not be visible from any portion of the street in front of the dwelling.
- f. The shed/ box shall be considered part of the dwelling and maintained in good working order and original appearance.
- g. Only 1 (one) outdoor storage unit per property shall be permitted.
- h. Nothing shall be placed on top of the shed/box or hung on the exterior of its sides.

Maintenance buildings, garages, greenhouses, workshops, dog houses, kennels, or outbuildings of any type other than those specified above shall not be erected/placed in the community.

Shed Examples: Ketter.com - COSCO; Rubbermaid Roughneck – Amazon; Suncast Shed - Ace Hardware.