

# Concord Green

HOME OWNERS ASSOCIATION

## RULES AND REGULATIONS

CONCORD GREEN PHASE ONE EAST  
COMMUNITY ASSOCIATION, INC.

NORTH STRABANE TOWNSHIP  
WASHINGTON COUNTY, PENNSYLVANIA

**RULES AND REGULATIONS OF THE  
CONCORD GREEN PHASE ONE EAST COMMUNITY ASSOCIATION, INC.  
AND RULES ENFORCEMENT PROCEDURE**

**AUTHORIZATION FOR ADOPTION**

The following Rules and Regulations of the Concord Green Phase One East Community Association, Inc. are adopted by the Board with the authority expressly authorized by Uniform Planned Community Act of the Commonwealth of Pennsylvania ("Act") and Article VIII, Section (a) of the Bylaws for Concord Green Phase One East Community Association, Inc. ("Association").

**FUNCTION**

The function of the Rules and Regulations of the Association is to provide standards and regulations for the owners and/or occupants to follow for the protection of the architectural and aesthetic integrity of the community, and to maintain this integrity throughout the life of the community, thereby preserving property values and the owner's investment therein.

**ENFORCEMENT**

The Board desires to establish a due process procedure in cases where there is a question of compliance by a Unit Owner, family member, guest or tenant with the provisions of the Declaration of Covenants and Restrictions of the Concord Green Phase One East Community Association, Inc. ("Declaration"), Bylaws, or the Rules and Regulations of the Association.

The Board shall not impose a penalty upon the Unit Owner and/or occupant for a violation of the Declaration, Bylaws or the Rules and Regulations of the Association until the following procedure is followed:

1. Written demand shall be made to the Unit Owner and/or occupant to cease and desist from an alleged violation. The demand shall contain information specifying (a) the alleged violation; (b) the action required to abate the violation; and (c) a time period, not less than ten days, during which the violation may be abated without sanction, if such violation is a continuing one, or a statement that any further violation of the same Rule or document provisions may result in the imposition of a sanction.

2. If the violation continues past the period allowed in the demand, or if the same Rule is subsequently violated again, the Board shall serve the Unit Owner and/or occupant with a written notice of a hearing to be held by the Board or its delegate. The notice shall contain (a) the nature of the alleged violation; (b) the time and place of the hearing, which time shall not be less than ten days from the giving of the notice; (c) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (d) the proposed sanction to be imposed.

3. Service of both the demand and notice of hearing shall be made by (a) personal delivery or (b) delivery by certified mail to the address of the Unit Owner and/or occupant listed in the records of the Association; or (c) leaving it in the mailbox of a resident of the Unit.

4. a. The hearing shall be conducted by a panel consisting of at least three (3) members of the Board.

b. Minutes shall be kept of such hearing, including the proof of service of the demand and notice of hearing. A statement as to the manner of delivery entered in the minutes by an officer or director shall be adequate. All notice requirements shall be deemed satisfied if the owner and/or occupant or his or her representative appears at the hearing. The minutes of the hearing shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

c. At the hearing, the Board members shall have the following powers:

i. Determine whether or not a violation has occurred.

ii. Decide the sanction to be imposed.

d. The decision of the Board shall be made within fifteen (15) days after the hearing. Any failure of the Board to abide by the time designated herein shall not invalidate the outcome of the hearing or the sanction imposed.

e. Sanctions imposed by the Board may include one or more of the following:

i. Suspension of the Unit Owner's and/or occupant's right to use the Common Property for the time the violation continues and/or up to sixty (60) days from the time the violation is cured.

ii. Suspension of the Unit Owner's and/or occupant's right to vote for the time the violation continues and/or up to sixty (60) days from the time the violation is cured.

iii. Imposition of a monetary fine against the Unit Owner and/or occupant not to exceed \$25.00 a day for a continuing violation or, in the alternative and subject to no monetary limitation, if the violation is one which has caused damage to the Common Property, the cost of restoring the damage, and area to a condition similar to its condition before the violation occurred. The Board shall, at all times have the discretion to reduce the amount of the fine from these limits to any amount deemed reasonable by the Board.

iv. a warning.

v. Any other remedies authorized by the Declaration, Bylaws, Rules and Regulations and/or the Act.

5. For any violation by any occupant, the Board shall have the power to enforce such Rules against the Unit Owner and any occupant simultaneously.

## RULES

1. Transfer of title to a Unit shall be subject to notice of the identity of the purchaser or such other information as may be requested by Board, together with payment of a transfer fee in the amount of \$50.00 for the issuance of a resale certificate by the Association.

2. Annual Assessments may be paid in monthly installments and are used for common expenses as delineated in the annual budget, such as (but not limited to) lawn cutting, fertilizing, weed control, mulching, shrub, hedge and tree trimming (Unit Owners and tenants are encouraged to water their lawns, trees, shrubs and bushes, etc. regularly to promote growth), snow removal services and contribution to the Capital Reserve Fund.

3. The amount of a reserve fund payment set forth in Article IV, Section 9 of the Declaration shall be changed and is now \$500.00 which shall be due at settlement, together with the first monthly installment of the Annual Assessment.

4. A late charge of \$15.00 shall be levied on any monthly installment of the Annual Assessment not paid by the 10<sup>th</sup> day of each month.

5. All leases shall be subject to notice of the identity of the tenant, or other such information as may be requested by the Board, being filed with the Board together with a copy of the lease signed by the Unit Owner and tenant. All leases shall contain a provision stating that the tenant(s) shall comply with the provisions of the Declaration for the Association, the Bylaws and the Rules and Regulations adopted pursuant to the authority of these documents. A copy of these documents shall be given to each tenant by the Unit Owner. The failure of a Unit Owner to comply with this Rule, shall not affect the enforceability of the Declaration, Bylaws or Rules and Regulations against any tenant.

6. Trash collection is weekly (currently, Wednesdays around 5 a.m.) with recycled items on alternate weeks (Holidays may delay collection one day) and residents are subject to the following:

a. Garbage Cans:

i) Trash and recycle containers are to be in front of the Units no earlier than 3:00 p.m. the day prior to collection. Empty containers are to be retrieved as soon as possible, the same day after collection.

b. Bagging:

i) All garbage/trash items for pickup are to be bagged in plastic garbage bags, tied shut and enclosed in containers with secured lids or double-bagged and placed at the sidewalk or driveway; cardboard boxes are to be crushed or cut up and bagged or tied; and

ii) All cans, bottles and plastics for recycling are to be bagged in approved "recycle" bags and enclosed in the container provided by North Strabane Township with the lid secured and placed at the sidewalk or driveway for pickup; newspapers are to be enclosed in containers with lids secured.

c. Cleanup:

i) It is the responsibility (and common courtesy) of each resident to attend to his/her garbage and recyclables. Residents are required to clean up these items or other debris after collection, if these items remain or are blown on their Lot, for any reason, including weather.

7. Our community gazebo is for the enjoyment of all Unit Owners. To avoid conflicts in dates, Unit Owners must reserve dates with the Association in advance, first come, first served via e-mail ([Board@ConcordGreen.org](mailto:Board@ConcordGreen.org)) or U.S. mail. A refundable deposit is required with the reservation. Cleanup and any damage repair are the responsibility of the reserving Unit Owner.

8. Street address numbers must be posted on Unit doorjamb only, using the original size and color (black).

9. Before any satellite dishes are installed on the exterior of the unit, Board approval must be first obtained. No satellite dish can be installed on the front of a Unit. The installed satellite dish must be the minimum utilization-size required by the satellite dish company.

10. With respect to maintenance:

a. All outside doors, garages, etc. must be repainted in the original color. Color descriptions and numbers are available at the [ConcordGreen.org](http://ConcordGreen.org) Web Site.

b. Tree removal and/or planting on a Lot must be approved by the Board and are at the expense and the responsibility of the Unit Owner.

c. Unit Owners may add or remove plants, hedges, shrubs, etc. (except trees) within the mulch areas of their Units without Board approval.

d. Any addition to the outside of a Unit including, but not limited to fences, awnings, decks or patios requires a written application to and approval of the Association before construction is commenced and the following requirements apply:

i) Privacy fences are permitted for the rear of the Unit only. All fences must be the same composition (vinyl) and color (white) and shall not exceed six (6) feet in height and twelve (12) feet in length and shall not extend beyond the side walls of the building.

ii) Awnings are permitted for the rear of the house only and must be uniform in color and design by each building of Units and shall not extend beyond the side walls of the building.

iii) Decks are permitted for the rear of the Unit only, must be of composite material, must be no more than 400-sq. ft., and must not extend beyond the side walls of the building.

iv) Patios are permitted for the rear of the Unit only. Patios must be of the aggregate design and composition and no more than 400 sq. ft., must not extend beyond the side walls of the building.

11. Pets. In addition to all applicable government laws and ordinances regarding the possession and ownership of pets, Unit Owners, tenants and residents are required to adhere to the following:

a. Regarding Pet Ownership:

- i.) Unit Owners and tenants are limited to two (2) pets of any species per Unit;
- ii.) All dogs must have current license (PA law);
- iii.) All dogs must have current rabies shots (PA law);
- iv.) No dogs “deemed aggressive” by PA decree are permitted;
- v.) All dogs must be handler-held on a leash – maximum of 6’ in length on Common Property or a 20’ “lunge-leash in the pet-friendly area;
- vi.) All dogs must be under the control of their handler at all times; and
- vii.) Dog handlers are encouraged to utilize flashlights and reflective gear when walking their dogs in the dark.

b. Regarding Pet Handling (Walking, Exercising, Relief, etc.):

- i.) Permitted in pet-friendly Areas:  
To walk/exercise dogs and for dog-relief:
  - aa) Dog-owner’s lot; or
  - bb) Common Property at the detention-pond area deemed “pet-friendly” (accessible via common driveways, sidewalks or streets).

- ii.) **Prohibited** areas to walk dogs and for dog-relief:
  - aa) Any Lot that is not the dog-owner's – front, side or rear, including cutting-through (trespassing) to access the pet-friendly area is prohibited; or
  - bb) Gazebo-side area of Common Property is prohibited.

- iii.) **Prohibited** areas for dog-relief:
  - a. Sidewalks are prohibited.
  - b. Utility-box areas – including shrubs are prohibited.
  - c. Driveways (individual and common) are prohibited.

- iv.) Signs will be posted on property (reference map is attached).

c. **REGARDING DOG WASTE:**

- i. Feces from your pet, **anywhere** in our Concord Green community (including the dog-owner's property) must be immediately cleaned up and disposed of properly by the handler, i.e., bagged & placed in a sanitary, air-tight container, away from your neighbor's Unit, & placed with trash for the next garbage pickup.

12. Any complaint regarding the maintenance and condition of the Common Property or the actions of the Board or its officers, agents or independent contractors, or any other Unit Owner or any member of his family, guests, employees, or independent contractors, shall be made in writing to the Board which shall have a reasonable time in which to study and act upon the complaint before any action is taken by the Unit Owner.

NOTWITHSTANDING THE RULES AND ENFORCEMENT PROVISIONS ENUMERATED HEREIN, ALL OWNERS, OCCUPANTS AND GUESTS SHALL BE SUBJECT TO ALL COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION AND THE BYLAWS.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2010.

Concord Green Phase One East Community Association, Inc.

By: \_\_\_\_\_  
Secretary

