

FOREST OAKS
CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

RULES AND REGULATIONS
OF THE
FOREST OAKS CONDOMINIUM
(1992 – MARCH – 01)
(Supersedes all previous rules)

Dear Unit Owner,

This rules and regulations booklet was developed as a supplement to our condominium documents. It is our hope that this booklet will assist you in better understanding the rules and regulations of the Association, and will be easily accessible to you when questions arise regarding the Community.

Rules and regulations are necessary in a high density community such as ours, so that all of us may enjoy the benefits of the highest standard of safety, comfort, and privacy. Please familiarize yourself with this booklet since it is important to understand that the lifestyles of the residents of any condominium with a diverse population of individuals and families will require an adherence to the rules and regulations of the community, and a continuing respect for the rights of all.

The Executive Board will endeavor to enforce our rules and regulations and we ask your cooperation in adhering to the following procedures regarding violations:

1. All complaints must be in writing, signed, and submitted to the Executive Board.
2. The Executive Board, upon receipt of a written complaint, or subsequent to a property inspection, will notify the resident or owner of the violation.
3. Assessment of penalties for the violation of any of our rules or regulations have been approved by the Board and are included at the end of this booklet.
4. Residents have the right to hear complaints as filed. Appeals of fines must be made in writing to the Executive Board at least one week prior to the next scheduled meeting for review by the Board. No personal appeal will be heard at the Board meetings.

RULES AND REGULATIONS OF THE FOREST OAKS CONDOMINIUM

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as Forest Oaks Condominium, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees, and occupants of the Units and of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the property are subject to and bound by these rules and all amendments thereof.

A. DEFINITIONS

1. "Association" means Forest Oaks Condominium Association.
2. "Building" means any building included within the property boundaries.
3. "Common Element" means all property external to the buildings or Units. This includes the building's exterior siding and roof.
4. "Limited Common Elements" means common elements associated with individual units such as driveways, decks, balconies, and walkways.
5. "Unit" means the individual living unit within the buildings.
6. "Declaration" means Declaration of Condominium.
7. "By-Laws" means By-Laws of the Condominium Association.
8. "Executive Board" means the Executive Board elected by the Unit Owners of the Association.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
3. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and By-Laws.
4. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Units in the development or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, poolside radios, fireworks, discharge of firearms, etc.
5. Unit owners or occupants are responsible for any property damage caused by their families, pets, or guests.

6. The Unit owner will be responsible for all damages to any other Units or to the Common Elements resulting from his failure or negligence to make any necessary repairs to his Unit.
7. Each Unit owner is solely responsible for the proper care and maintenance of his Unit including Limited Common elements. Maintenance of the Common Elements and Structural repair of the Limited Common Elements is the responsibility of the Association.
8. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed on any Common or Limited Common Elements.
9. Outdoor cooking is permitted at the rear of the units only.
10. Bicycle riding is permitted on paved areas only.
11. Playing games on Forest Oaks' streets is prohibited.

C. ESTHETICS

1. All personal property shall be stored within the Units, including toys and bicycles when not in use. Personal property intended for outdoor use may be located on decks and patios at the rear of the units.
2. Wading pools are permitted only at the rear of units and must be emptied and stored within the unit overnight after each daily use.
3. Only neutral (white, ivory, or cream), blinds, drapes or linings thereof will be permitted, which may be visible from the exterior.
4. Reasonable front door decorations are permitted providing they do not detract from the general appearance of the development. Holiday decorations must be removed within a reasonable time after the holidays.
5. Residents shall not hang laundry, towels, rugs, etc. outdoors on lines or deck railings.
6. A "For Sale" sign, or Security Systems sign may be placed in the window of the unit. No other signs are permitted unless authorized by the Executive Board. An "Open House" sign of a standard real estate tent type is permitted in the Unit Owner's driveway and displayed for a maximum of four hours on the day of the open house.
7. Nothing shall be hung or projected from the front exterior of the building. American flags are permitted on National Holidays.
8. Awning are permitted only of the rear decks and patios in accordance with the specifications set forth by the Executive Board.

9. Flowers, as well as small flowering and non-flowering plants, may be planted without prior approval to supplement existing shrubs and small trees. However, large decorative shrubs must be compatible with the landscaping plan and may be planted only after prior written approval has been obtained.
10. Statues, artificial plants and trees, and other decorative accessories, except planters, are not permitted. Planters should not be placed on the limited grassy areas in front of the units.
11. Patios, balconies, entrance ways and driveway shall be kept free of trash, trash cans, and debris.
12. No radio or television antenna and/or satellite dish shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof, by any Unit Owner.
13. No Owner or tenant shall repair or restore any vehicle while on Common or Limited Common Elements.

D. GARBAGE REGULATIONS

1. Garbage may not be placed at the curb until 7:30 pm on the day prior to pick-up. Receptacles must be removed from the curbside the day of the pick-up.
2. Trash pick-up will be on the day specified by the township.

E. SAFETY

1. The sidewalks and entrances to the Units shall not be obstructed.
2. No Unit Owner or occupant shall store any explosives, or large quantities of flammable material or hazardous products within his Unit.

F. FIREPLACE REGULATIONS

1. Owners are required to have their fireplaces inspected once per year, no later than August 31, with a copy of the inspection report to be filed in the Forest Oaks office. If the inspection shows that cleaning is warranted, that cleaning must be completed before September 30, with a copy of the paid cleaning invoice submitted to the F.O.C.A. office.
2. If the inspection report is not submitted by August 31, F.O.C.A. will make the necessary arrangements to have this done, with the charges to the owner. This charge will be TWICE

the cost of the inspection. Depending on the inspection results, F.O.C.A. will direct the owner to have the chimney cleaned by a professional chimney sweep. If a copy of the paid invoice is not submitted by September 30, a fine of \$75.00 per month will be charged to the unit owner, until such time as the paid invoice is received.

G. STRUCTURAL

1. No patio or balcony shall be altered without the prior written consent of the Executive Board.
2. Ordinary maintenance of decks and patios (Limited Common Elements) shall be the responsibility of the unit owner. This includes keeping the areas clean and free of debris, snow and ice, and applying a colorless weather sealer.
3. No exterior changes or alterations including painting can be made to any Unit by the Unit owner or occupier.
4. No Unit Owner shall make or permit any interior addition or alteration to his unit which could or might affect the structural integrity of the building. In addition, any structural alteration or addition within a unit requires prior written approval of the Executive Board. See Section 6.2, page 17 of the Condominium Document.

H. USE RESTRICTIONS

1. The Units are to be used as single family units ONLY.
2. No business, industry, trade, or occupation shall be conducted, maintained or permitted on any part of the property.
3. No animals of any kind may be raised, bred or kept in the Condominium except as stated under Section I, "Pets".
4. No Unit owner or occupier shall permit anything to be done or kept in his Unit or on the Common Elements which will violate any law, statute, ordinance, or regulation of any governmental body.

I. LEASING

1. A unit owner may lease or sublease his unit (but not less than the entire Unit) at any time provided that:
 - a. No unit may be leased or subleased for transient or hotel purposes.
 - b. The term of the lease shall not be for less than six (6) months.

- c. The Executive Board must approve the lease or sublease form.
- d. A copy of such lease or sublease form shall be furnished to the Executive board within ten (10) days after execution of the lease.
- e. A breach of the Declaration, By-Laws, or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease.
- f. Lessors are fully responsible for their tenant's adherence to Forest Oaks regulations.

J. TRAFFIC ORDINANCES/PARKING

- 1. Maximum speed limit is 15 mph.
- 2. Only licensed motorized vehicles are allowed on Forest Oak streets.
- 3. Parking is permitted only in driveways and off-street parking areas. ON STREET PARKING IS PROHIBITED! PARKING ON THE LAWNS IS PROHIBITED!
- 4. No motor homes, boats, or the like shall be parked in the parking areas and/or driveways for a period in excess of seven (7) days in any one calendar year.
- 5. No vehicles of any kind not utilized on a daily basis shall be "stored" in the common parking areas; no auto shall be stored under protective covering during the winter months in the common parking areas.
- 6. No vehicle which is not drivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker will be parked for more than seventy-two (72) hours in any common parking area, including driveways. Such vehicles will be towed in accordance with Forest Oaks schedule of violations and McCandless Township police department.

K. PETS

- 1. A pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, or hygienic offensives.
- 2. All pets must be registered and inoculated as required by law.

3. Each Unit owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
4. Pets must be leashed. Leashes may not exceed six (6) feet in length. No pet may be tied, staked, attached to a run, or be allowed outside the Unit unattended in any other way. The Leash Ordinance is a Forest Oaks as well as a McCandless Township ordinance.
5. Residents must protect the property of others from damage by their pets and will be liable for any damages that occur.
6. Pet owners must promptly clean up their pets' droppings.
7. The Association may require permanent removal of any pet violating these rules upon written notice to the unit owner.

L. POOL REGULATIONS

1. Violation of the Rules and Regulations by the residents or their guests will result in the suspension of recreational facility privileges as determined by the Board.
2. A complete set of rules and regulations will be distributed to each resident prior to the pool opening.

**FOREST OAKS CONDOMINIUM ASSOCIATION
SCHEDULE OF VIOLATIONS AND PENALTIES**

CATEGORY/VIOLATION	1ST NOTICE
Structural and Architectural and Grounds	Written request for compliance within 14 days and notice of consequence of inaction
Garbage	Written request for compliance. Notice of consequence of repeat violation
Pets (General)	Written request to pet owner for compliance and notice of consequences.
Pets Shrub and lawn	Written request for damage repair within 30 days and notice of consequence of inaction
Lease Violation (Copy not filed) F.O.C.A.	Written request for signed copy within 30 days or consequences
Vehicle Parking On Street Parking	Written request for compliance – notice of penalty for repeat offense
Vehicle Parking On Lawn	Written request for compliance – notice of penalty for repeat offense
Motor homes, Boats, Trailers, etc.	Written request for compliance within 7 days. Notice of consequence for inaction
Stored/Unmoved Vehicle	Written request for compliance within 7 days. Notice of consequence for inaction
Undriveable Vehicle	Vehicle ticketed and/or written request for compliance within 72 hours

**FOREST OAKS CONDOMINIUM ASSOCIATION
SCHEDULE OF VIOLATIONS AND PENALTIES**

2nd NOTICE	3RD NOTICE
After 14 days a \$25.00 fine will be imposed	After 30 days a contractor will correct and the owner will be billed.
A \$25.00 fine will be imposed for the second violation	A \$35.00 fine will be imposed for ANY subsequent violation
A \$25.00 fine will be imposed for the second violation	A \$35.00 fine will be imposed for ANY subsequent violation
A \$25.00 fine will be imposed and owner billed costs of repair	A \$35.00 fine and the costs of repair will be imposed
After 30 days a \$25.00 fine per month will be imposed until lease is received.	
A \$25.00 fine per occurrence will be imposed	
A \$25.00 fine per occurrence will be imposed PLUS the cost of repairs	
After 7 days a \$25.00 fine per day will be imposed	
After 7 days, McCandless Police will be notified to tow vehicle. Owner will be billed.	
After 72 hours, McCandless Police will be notified to tow vehicle. Owner will be billed.	