



**Forest Highlands
COMMUNITY ASSOCIATION**

Theforesthighlands.com

*Information, Rules and Regulations
Pittsburgh, PA*

Professionally Managed by:
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**FOREST HIGHLANDS COMMUNITY ASSOCIATION
RULES AND REGULATIONS**

LANGUAGE FROM THE DECLARATION IS SHOWN IN BOLD PRINT

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Forest Highlands Community Association

Introduction

The Forest Highlands Community Association (“Association”) is a non-profit corporation whose members are the dwelling unit owners located in the neighborhood. In addition to the dwelling units, the Association includes the Common Areas and Open Space areas. The Association membership consists of all dwelling unit owners (the “Members”), and is governed by the Board of Directors (“Executive Board” or “Board”). The Board consists of not less than five (5) individual elected members. The guidelines for the administration of the Association are a set of written instruments, the Declaration of Covenants, Conditions, and Restrictions for Forest Highlands Community Association. (hereinafter “Declarations”), which were recorded with the County records department on July 9, 1986, and the Amended and Restated By-Laws of Forest Highlands Community Association on December 6, 1995 (all collectively “Legal Documents”).

The Board is responsible for policy formation, implementation and interpretation. The administration of activities of the Association rests with the management agent. The Board or its designated committee also plays the very important role of architectural review and enforcement of the Declarations of the community.

This booklet of policies and procedures has been approved by the Board of the Association. It was taken in large part from the Declaration and the use restrictions set out therein to reflect present circumstances. The entirety of the rules and regulations are included in this booklet, along with certain other provisions of the Declarations that the Board felt may be of assistance to home owners. **Language from the Declaration is shown in bold print.** If you wish to obtain a complete copy of the Declarations and By-Law, please visit the community website, www.theforesthighlands.com. This booklet is intended to assist you in questions you may have regarding ownership of a dwelling unit in Forest Highlands. However, if you have any questions, please feel free to contact the management agent at the address and telephone number as follows:

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Enclosed in this Packet of Information

This packet of information contains the following materials:

1. Certain definitions from the Declarations
2. Rules and Regulations
3. Certain additional provisions from the Declarations
4. Rules Enforcement Policy and Procedures
5. Assessment Collection Rules and Regulations
6. Board of Directors Amendment to Rules form
7. Exterior additions, changes or alterations require approval: Approval for an exterior change from the Architectural Review Committee and Board is required prior to initiating the project. Please note that the Township also has its own rules and you should always check with the Township before making any changes to your property.

About the Rules and Regulations

Homeowners of Forest Highlands Community Association recognize that neighbors have varying personal interests that are of equal importance with their shared responsibility for community property and overall community value. With those two values in mind, Forest Highlands sets forth Rules and Regulations intended to reflect the need for both individual preferences and community-wide interests. Ultimately, Rules and Regulations are meant to maintain and increase the financial value of the properties owned within Forest Highlands. The overall community value is reliant on the Association and on the individual homeowners.

The most dominant and lasting impression of the community by visitors, potential buyers and current homeowners is related to that of visual impressions. Desirability for homes and community is most apparent through visual appearance. Other factors add to and detract from neighborhoods and their value, but virtually all neighborhoods of increasing property value can demonstrate their pride in the community through a strong pride in their homes.

The Rules and Regulations of the Association clarify property standards. The Executive Board of the Association resolves concerns. The enclosed Rules and Regulations are designed to improve the neighborhood while not infringing on other neighbors' individuality and rights.

In a community such as Forest Highlands, it is important that neighbors recognize their impact on adjoining neighbors. Ultimately, the neighborhood's overall well-being is the goal of the Association.

The Rules and Regulations are established to guide the community in that direction in order to maintain and enhance the property values of the homeowners. These Rules & Regulations are a requirement for both owners and their tenants.

Due to the likelihood of changing circumstances and needs, the Board reserves the right to make policy changes at any time. Changes will be made to reflect amended policies, rules and procedures consistent with the needs of the Association, dwelling unit owners and residents. As changes occur, you will receive the appropriate material to keep up with this information.

What if I never saw the Declarations before buying? Am I still bound by them?

As an owner of a dwelling unit in Forest Highlands, you are bound by the Declaration of Covenants, Conditions and Restrictions which were recorded in the County Recorder of Deeds prior to the sale of any dwelling. By virtue of taking title to a dwelling unit, owners subjected their property to the Declaration. If an Owner did not read them, the legal theory is that they should have or could have. Therefore, the Declarations are binding whether they were read or not.

The Rules and Regulations of Forest Highlands Community Association enumerated herein shall be deemed in effect until amended by the Board and shall apply to and be binding upon all present and future homeowners of the homes and their guest and invitees. The home owners shall at all times comply with these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, employees and persons over whom they exercise control and supervision.

Funding of the services and reserves of the Association

Each year the Board adopts an annual budget to cover expenses of the Association. The budget serves as the basis for determining the Annual General Assessment that each dwelling owner will pay during the subsequent year.

Pertinent Definitions from Declarations

Section 1.01. “Association” shall mean and refer to the Forest Highlands Community Association, a Pennsylvania non-profit corporation, its successors and assigns.

Section 1.02. “By-Laws” shall mean and refer to the By-Laws of the Association. In the event of a conflict of interpretation between provisions of the Declaration and the By-Laws, the Declaration shall govern.

Section 1.03. “Charges” shall mean assessments or sums payable by the Owners in the Community from time to time upon notification by the Association, as provided herein. The obligation to pay such charges shall be deemed to be a covenant running with the land. Each such assessment shall be separate and payable by the Owner of any Dwelling Unit, with the exception of the Declarant, subject to the provisions of this Declaration and the By-Laws.

Section 1.04. “Community Facilities” shall include open space, active and passive recreation areas and any other facilities the Association may own, acquire or construct for the common use and enjoyment of the Owners.

Section 1.05. “Declarant” shall mean and refer to Kratsa Properties and its successors and assigns, together with any successor to all or substantially all of its business of developing the Property.

Section 1.06. “Dwelling Unit” shall mean a single-family attached building or townhouse designed and occupied exclusively as a single-family residence and/or any plot of land upon which such Dwelling Unit is placed, or to be placed, as shown upon any recorded map or plat of the Property and subject to the Declaration. The Dwelling Unit shall not include the Community Dwelling Unit shall be subject to all of the rights, privileges and duties as if each were separately owned, irrespective of whether this is so in fact or not.

Section 1.07. “Final Plan” shall mean and refer to a map or plat of each phase of the Property given final approval from the Planning Commission of Harmar Township.

Section 1.08. “Limited Community Facilities” shall mean those facilities used and enjoyed by a Member or Members of the Association and maintained by the Association but not owned by the Association.

Section 1.09. “Majority of Members” shall mean more than fifty (50%) percent of the Members of the Association entitled to vote at any annual or special meeting of the Association.

Section 1.10. “Member” shall mean the Owner or Co-Owners of a Dwelling Unit in the Community.

Section 1.11. “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Dwelling Unit which is part of the

Community, but excluding those having such interest merely as security for the performance of an obligation. Ownership of more than one Dwelling Unit shall subject the Owner to multiple rights, privileges, liabilities and duties with respect to each Dwelling Unit as if each Dwelling Unit was or is separately owned.

Section 1.12. "Phase" shall mean each of the major segments of the Community granted or to be granted preliminary approval by the Harmar Township Planning Commission and so designated on the Plan of the Property.

Section 1.13. "Plan" shall mean the map or plat of the Community granted preliminary approval by the Harmar Township Planning Commission on April 9, 1986.

Section 1.14. "Property" shall mean the Community as described in Exhibit "A: attached hereto and incorporated herein, and such additions as hereafter may be made subject hereto.

Section 1.15. "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds in and for Allegheny County, Pennsylvania.

Section 1.16. "Forest Highlands" or the "Community" shall mean and refer to that real property described in Exhibit "A", attached hereto and incorporated herein, and such additions as hereafter may be made subject thereto.

Further Definitions

For definition of a "Member in Good Standing", refer to the FHCA Declaration of Covenants, Conditions & Restrictions section 3.03 Class B; section 4.01 "b"; and the FHCA Amended & Restated By-Laws, as approved December 6, 1995 section 5.03.

Rules & Regulations

Rules and regulations in a homeowner association are needed for the protection and benefit of the Owners and residents. The rules established in the Declarations and subsequently supplemented by the Board are not intended to restrict the residents or to prevent their enjoyment of the common area. Rather, the rules have been established to increase everyone's use and enjoyment of the community. The Board is granted the authority to Amend these Rules and Regulations, and has done so, pursuant to the Declaration of Covenants, Conditions, and Restrictions for the Forest Highlands Community Association, Section 4, 4.01, (e). . Whenever used within this document, the singular may include the plural and the plural, the singular, and the use of any gender shall be applicable to all genders.

If you lease your home, you are responsible for providing the lessee with a copy of the Rules and Regulations as well as carefully explaining the need to abide by these rules. The Owner is responsible for the actions of his or her lessee(s) and may be held accountable by the Association for violations of the rules and/or damage to the common areas.

(a) Dwelling Restrictions.

No Owner or any other person, firm or corporation shall build or cause to be built any addition or structure, or any other manner or thing which alters the height of the structure, the area covered by the structure, or the use or exterior color scheme thereof, without the prior written approval of the Architectural Review Committee.

(b) Antennas.

No Owner or lawful occupier shall erect or maintain an antenna on any lot or building erected on the Property, without the prior written approval of the Architectural Review Committee and Board approval.

(c) Satellite Dish

No Owner shall place or maintain any satellite reception dish or antenna or similar apparatus on any lot or building erected on the Property without written approval of the Architectural Review Committee and Board approval.

(d) Maintenance

Each Owner shall maintain his Dwelling Unit in a safe, clean and sanitary manner, in good order and repair and in accordance with all covenants, conditions, restrictions, rules and regulations as may apply to such Dwelling Unit. In the event that a Dwelling Unit is not so maintained, the Association shall have the right but not the obligation to enter upon the Dwelling Unit to maintain the same as provided herein, after giving the owner at least fifteen (15) days' written notice, to cure any maintenance problems or deficiencies and, in such event, the Association shall have the right to assess the particular Owner for the cost of such maintenance. The Association by its Board of Directors shall have the right to establish rules and regulations governing the exterior maintenance of any Dwelling Unit.

(e) Signs

No sign of any kind shall be placed upon any of the Community Facilities or Limited Community Facilities except as may be specifically approved by the Association in writing and the Association shall have the power to remove any sign not so approved and to charge the person or persons causing the erection of same the cost thereof. In the event that the person so responsible cannot be ascertained or the funds cannot be collected, then the Association shall be permitted to pay such cost from the Associations funds.

(f) For Sale Signs

No “For Sale” sign or other sign of any kind which is visible from the exterior dwelling Unit shall be placed upon any Dwelling Unit by any Owner other than the Declarant.

(g) Nuisances

No Owner shall carry on any practice or permit any practices to be carried on which unreasonably interferes with the quiet enjoyment by any other Owner or occupant of a Dwelling Unit or which creates a hazard or nuisance on the Property.

(h) Insurance

The Association shall maintain fire and extended coverage insurance on all Dwelling Units. Such insurance policy shall contain a mortgagee endorsement in favor of the holder of any mortgage on any Dwelling Unit as his interest may appear at the time of loss. The Association shall repair, rebuild or replace with new materials of like size, kind and quality as such property had been prior to its damage or destruction by fire or other casualty. Each Owner of a Dwelling Unit shall maintain liability, personal property and betterments insurance on such Dwelling Unit.

The Association carries a Master Policy for the buildings, liability and directors and officers. The individual is responsible to carry an HO6 Policy, which covers the individual personal property, betterments and improvements and the Association deductible. Owners are encouraged to discuss the proper limits with their personal insurance agent.

Whereas, the Association insures under the Master insurance policy certain privately maintained structural parts of the units.

Whereas, the Association Master Insurance Policy has a \$2,500 deductible. The Association does not intend to pay the deductible for loss on the privately owned components of the unit.

Therefore, BE IT RESOLVED that the following be the Forest Highlands Community Association policy on responsibility for the insurance deductible:

1. On any loss confined to property maintained by the Association, the Association will pay the entire deductible.
2. On any loss to privately maintained property that is covered by the Master Insurance Policy, the unit owner will pay the entire deductible.
3. On any loss that occurs to both Association and privately maintained property covered by the Master Insurance Policy, the Association will pay the portion of the deductible on the common property loss and the unit owner will pay the portion of the property loss.

4. The Executive Board reserves the right to use its discretion as to the unit owner's responsibility for the payment of the deductible. The factors the Executive Board will consider include but are not limited to mitigation of damages by the unit owner and the cause of the loss.

(I) Vehicles

No Owner or lawful occupier shall leave any non- operating vehicle or unregistered vehicle on or about the property of either the Owner or the Association. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Dwelling Unit, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any such Dwelling Unit, except upon such areas as may be specifically designated for such use by the Declarant or the Board of Directors of the Association.

1. Each unit has the parking provisions for four vehicles: two can be housed in the garage and the remaining two can be parked in the unit driveways in front of the garages.
2. No vehicle belonging to an owner/resident or their family members or guests, shall be parked in such a manner as to impede or prevent ready access to another's space or to block normal flow of traffic, sidewalks, or entrances to units.
3. Neither owners, residents nor their guests are permitted to park in the driveway of another resident without the permission of that resident.
4. Unit resident's overnight parking is only permitted within the resident garage or driveway.
5. No commercial vehicle, pick-up truck, trailer, camper, house trailer, recreational vehicle, or the equivalent, shall be parked or kept anywhere on the Forest Highlands property overnight unless temporary arrangements authorized by the Board of Directors is granted
6. Vehicles may not be stored or left in the common property in a non-operative condition (any vehicle that is not moved for a period of two (2) weeks will be considered a stored vehicle).
7. The streets and the driveways of other residents are not intended for the use of children's play areas.
8. No vehicle repairs, maintenance or care of any kind that exceeds one hour may be done on the property.
9. The Association assumes no responsibility for damage to any vehicle parked on the Forest Highlands Community Association property.
10. No overnight parking is permitted on the Private Drives.
11. Failure to comply with the provisions of these rules by any owner, resident, their families or guests shall be considered a violation of the Forest Highlands Community Associations Rules & Regulations, subjecting the unit owner to fines and penalties.

(j) Condemnation of Community Facilities

In the event of taking in condemnation of the Community Facilities or any portion thereof, the award for such taking shall be payable to the Association for use by the Association to defray costs and expenses of operation, maintenance and replacement of the Community Facilities

(k) Leasing

Owners who rent their unit relinquish their rights to use the common facilities. Non-resident owners may pay a yearly fee to reserve the right to use the common facilities. Such fee will be equivalent to one month of the current years Maintenance fee.

No Owner shall be permitted to lease his Dwelling Unit unless the lease is in writing and the lease terms are approved by the Association. No Dwelling Unit may be leased for a term of less than twelve (12) months. All leases shall provide that the lessee shall be subject in all respects to the provisions of the By-Laws, this Declaration, and rules and regulations of the Association and that any failure by the lessee to comply with the terms of these Association documents shall be a default under the lease. The Owner shall not be relieved of any of his obligations under these Association documents by virtue of his leasing his Dwelling Unit. In the event that an Owner shall fail to pay any charge or assessment levied by the Board of Directors of the Association against a leased Dwelling Unit, and such failure to pay continues for thirty (30) days, the Board of Directors shall give written notice to the lessee of the Dwelling of the amount due and within fifteen days (15) after the date such notice, the lessee shall pay to the Board of Directors the amount of such unpaid charge or assessment limited, however, in any one month to an amount equal to one month's rental charge to the lessee for the Dwelling Unit involved. The amount so paid by the lessee to the Board of Directors shall be credited against and shall offset the next monthly rental installment due to the Owner of Dwelling Unit following the payment by the lessee of such charges or assessment. Any Owner who leases his Dwelling Unit shall provide his lessee a current copy of the Declaration, By-Laws, Rules and Regulations promulgated by the Association and such other covenants, conditions or restrictions and related documents as may apply to such Dwelling Unit. At least three days (3) prior to the execution by an Owner of a lease of such Dwelling Unit, the Owner shall submit to the Association a certificate signed by his lessee that certifies that such lessee has received copies of the foregoing documents and rules and regulations as are applicable to such Dwelling Unit. Within five days (5) after the execution by an Owner of a lease for such Dwelling Unit, the Owner shall submit a copy of the executed lease to the Association.

1. An annual fee of \$100 will be assessed to the unit owner of each rental unit or unit which is available for rent each January. The annual fee is due by the thirtieth (30) day of January. If paid after January thirtieth, it is considered delinquent and will result in a \$10.00 late charge per month
2. This policy shall exclude family members, which for the purpose of this policy shall be limited to parent(s) and child (children), or when titled as a vehicle for tax and/or estate purposes. Proof of familial status or trust ownership may be requested.
3. Subleasing is not permissible.

(l) Swimming Pool

No above-ground swimming pools may be erected on any Dwelling Unit.

(m) Basketball Court

No basketball court may be constructed or maintained on any Dwelling Unit.

(n) Temporary Structures

No tents, trailers, vans, storage tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Dwelling Unit without the prior written consent of the Architectural Review Committee.

No temporary structures, including dumpsters shall be permitted on any common grounds or roads without the prior consent of the Architectural Review Committee and the Board.

(o) Plantings and Trees

No new plantings, artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Dwelling Unit, unless approved by the Architectural Review Committee. No unauthorized plantings, unsightly weeds, underbrush or other vegetation shall be permitted to grow or remain upon any Dwelling Unit, and no refuse pile or unsightly objects shall be allowed to be placed, remain, or accumulated thereon; in the event that any Owner shall fail or refuse to keep his Dwelling Unit free of unauthorized plantings, unsightly weeds, underbrush or refuse piles or other vegetation or objects, then the Declarant or the Association may enter upon any such Dwelling Unit and remove the same at the expense of the Owner.

Upon the demise of the pear or other variety of the one tree that was planted in the front of the unit by the developer, the unit owner is responsible to replace the tree. The required replacement list is as follows:

- Paperback Maple (Acer griseum)
- Kousa Dogwood (Cornus kousa x C. Floriday)
- Sweet Bay Magnolia-Clump Form (Magnolia Virginiana)
- Japanese Tree Lilac (springa reticulate)
- Japanese Snowball (strax juponus)
- Red Maple (acer rubrum)

Landscape Responsibilities

The Association provides the basic landscape maintenance (March 1 through November 30 only) to include lawn cutting, fertilization and weed control, weeding of planting beds, trimming and pruning of shrubs and trees under 10' in height. The Association does not replace trees, shrubs, ground cover or grass on individual lots. Owners are responsible for any watering of all plantings.

The Association does not remove trees in the common areas because they are obstructing views. The Board will allow these view obstructing trees to be cut at the expense of the individual unit owners.

(p) Right to Enter

The Association shall have the free right and privilege at all times hereafter, without let or hindrance, to go upon any and all of the lands conveyed or developed and to construct,

reconstruct, repair, renovate or to correct work done thereon by themselves, their agents, servants, workmen or contractors.

(q) Lamp Posts

Any external light posts, light poles or similar apparatus for the provision of light during night-time hours (“Outside Lighting Apparatus”) placed upon any of the Dwelling Units shall be Limited Community Facilities to be maintained by the Association. Notwithstanding the foregoing, each Owner shall be responsible for keeping the Outside Lighting Apparatus on his/her respective Dwelling Unit lit during night-time hours. Each Owner also shall be responsible for the payment of any electric or other utility charges resulting from the operation of any Outside Lighting Apparatus upon his/her respective Dwelling Unit.

The light post in the front of each unit serves as street lighting for the community. It is important that each post light remain in good working order and it is the responsibility of each owner to keep the light post lit during night-time hours. The owner is responsible for the electric service to the light and the electrical line from the Unit to the light post. The Association is responsible for the repair and replacement of the light pole and the light fixture that sits on top of the pole. Owners shall use 25 Watt LED Bulbs.

(r) Pets

Pets may be maintained in a Dwelling Unit so long as they do not create a nuisance. Actions that will constitute a nuisance include, but are not limited to biting, abnormal or unreasonable crying, barking or scratching, or unhygienic offensiveness. All pets must be registered and inoculated as required by law and registered with the Association office.

- **Pet owners are personally responsible for any personal injuries or property damage caused by their pets. Each Dwelling 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, invitee’s, etc.) pets.**
- **Pets must be leashed. Leashes may not exceed six (6’) feet in the length. No pet may be tied, staked, left on a run or be allowed outside the Dwelling Unit or unattended in any other way.**
- **Owners of pets walked on the Community Facilities must promptly clean up their pets’ droppings, including droppings in the pet owner’s yard.**
- **The Association may require the permanent removal of any pet violating these rules upon thirty (30) days written notice to the Owner involved.**

(s) Garage Sales

No Owner, Member, lessee or lawful occupier shall be permitted to conduct a garage sale, yard sale, open market, flea market or any other type of resale activity on or within a Dwelling Unit, Limited Community Facilities or Community Facilities.

(t) Party Walls

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. This rule also applies to exterior privacy fences.

(u) *Garbage and Refuse Disposal*

The Association provides for weekly refuse pickup service for all units. Refuse may be placed outside no earlier than the evening before pickup in a vermin proof receptacle. All receptacles and any excess trash must be returned indoors within the evening of the refuse pickup.

No building materials, automotive parts, electronics, paints, chemicals and other hazardous waste can be accepted for refuse pickup.

(v) *Painting*

The Association arranges for each unit to be painted on a five year cycle. The unit owner is responsible to insure that all painted surfaces are to a paintable grade capable of an additional 5 year painting cycle. The service provided is for one coat coverage of the appropriate paint and caulking around windows and doors. If an owner has a rear porch enclosure only the exterior of the enclosure will be painted. It is the owner's responsibility to maintain the interior of the enclosure. If a front or garage door requires painting outside the 5 year schedule, the homeowner is responsible for this non-standard painting service.

(w) *Window and Gutter Cleaning*

The Association provides for window cleaning once a year; in the spring, and gutter cleaning twice a year; in the spring and fall. Only the gutters are checked and cleared of any leaves and debris. The downspouts and underground drain are not checked or cleared by the association. Individual unit downspouts and associated underground drainage functionality and maintenance are the homeowner responsibility.

Guidelines for Gutter & Downspout Repairs/Replacement

The Association pays for only the repair or replacement of gutters and downspouts which are part of the original construction of the units, or part of the association roof replacement project. The cost of any additional gutters or downspouts or other rain/snow handling systems, which the home owner requests, is the responsibility of the homeowner. Likewise, the cost to maintain any gutters or downspouts which have been modified in such a way as to cause additional work to maintain is the responsibility of the homeowner. Examples are heater cables in the gutters/downspouts, lightning protection cables, gutter guards, or any similar devices.

(x) *Stucco and Cedar Trim Replacement*

Homeowners are responsible for maintaining the stucco and exterior cedar trim of their home at their own expense. It is the responsibility of the homeowner to replace the stucco and trim when a condition does not meet the visual criteria of the Association.

If the homeowner fails to recognize the deteriorated/deteriorating condition of the exterior of his/her home, the Association will ensure that these visual standards are maintained at the expense of the homeowner.

1. Secure a contractor to perform the following scope of work:
 - a. Remove and dispose of the deteriorated stucco panels and cedar trim. Replacement is the only option of repair for the stucco panels.
 - b. Install the replacement stucco with fiber reinforced cement board having a surface texture similar to the existing stucco. The exterior surface shall be painted with two coats of Sherwin Williams Brand Candlewick A100 Exterior Flat Extra White (6403-89151).
 - c. Install the replacement cedar trim stained with Sherwin Williams Brand Woodscapes Solid Ultradeep (6403-33548). Each piece of trim shall have two coats of stain applied to all exposed surfaces and one coat of stain applied to all non-exposed surfaces. Proxy patching is permitted on the wood trim.

2. a. To protect the interests of the Homeowner, as well as the Association, the contractor chosen by the homeowner must be registered to work in Pennsylvania, and proof of liability and workman's requirements.

(y) *Holiday Decorations.*

Holiday decorations visible from the street or adjoining property may only be placed outside for a thirty (30) day period of the particular holiday or celebration.

(z) *Decks*

It is the responsibility of the Unit Owner, at their expense, to maintain, repair and replace the deck at their unit. All decks should be cleaned and sealed on a routine basis. The sealant color must be a natural wood color. Any surface, with the exception of the walking area, must be painted to PPG Brand 77-1130 gppg Sun-Proof Solid Color Latex Ultra Deep Tint Base Longhorn Brown. All walking surfaces should be a neutral brown color.

(AA) *Exterior Alterations*

Procedure for obtaining approval of alterations:

1. A unit owner shall make application for approval of the alterations desired on a form provided by the Association.

2. Within 45 days, the Association, acting through the Architectural control Committee and Management Company, shall inform the unit owner of its decision with respect to approval of the alteration.

All exterior modifications must receive written approval. The purpose of the Forest Highlands Architectural Review Committee (ARC) is to maintain visual harmony throughout the neighborhood as it was originally designed. Approval criteria is based upon the proposed alteration, overall design, type of materials, texture of materials, color of materials and impact on neighbors. The approval is strictly limited to the visual aspect of any alteration and impact on our community and does not imply adherence to any building codes.

- Approval is also required for landscaping changes.
- The owner is required to submit an alteration request form (available on the community website), which must be approved by the ARC before any changes can be made.
- The request must include a detailed sketch or detailed drawing or informative photo as necessary including all of the above information.
- Because of safety issues, most structural alterations or repairs, especially to decks may be required to meet local building codes (Harmar Township Building Codes). It is the sole responsibility of the property owner to contact the township and ascertain what requirements need to be met.
- Installation of the alteration shall be done in a professional and workmanlike manner, and shall be accomplished by installers who are skilled and knowledgeable in the installation.
- The unit owner shall be responsible for continued compliance with this Regulation and for payment of all costs and expenses described herein, so long as unit owner has an ownership interest in the unit. This responsibility will continue notwithstanding the fact that unit owner is no longer in residence at the Forest Highlands Community Association. (e.g. if unit owner has rented the unit, or if the Unit is unoccupied) If a unit owner sells the unit, the responsibility for the alterations, their maintenance and conformity to the Regulation passes to the Purchaser unless the alterations are removed and the area is restored to its original condition.
- For purposes of this regulation, a unit owner shall mean the individual, individual's partnership, firm, corporation or other entity owning a unit in the FHCA at the time an application for approval of the alterations is made and any other individual, individuals firm, corporation or other entity which succeeds in any way to the unit owner's interest in the unit, excepting a unit owners lessee.
- The unit owner is responsible for all related costs associated with the alteration.
- The unit owner is responsible for maintenance, repairs, and upkeep of the alterations. Maintenance and upkeep of the alterations shall be at the unit owner's expense and shall be performed in a workmanlike manner by individuals who are skilled in the maintenance of the repair. If in the opinion of the Association Board, repair and maintenance of the

alterations are neglected, the Association may perform necessary maintenance and repair and assess the unit owner for all such costs including penalties.

- All claims, demands, damages, actions, causes of action, attorneys' fees and costs on the account of damage to property, bodily injuries or death, resulting from the installation, maintenance, repair, existence, removal, or in any way related to the alterations are the unit owner's responsibility. If the alterations damage any common elements in FHCA, the Association Board may assess the resulting charges for such damages against the individual unit owner.
- If the Association Board determines that the alteration has become a nuisance or a hazard, or if the alteration infringes upon the right to free enjoyment of the common elements, the Board shall have the right to cause the alterations to be removed at the unit owner's expense. The Board shall not cause the alterations to be removed until they have provided the unit owner with (1) notice of the impending removal; and (2) an opportunity to remedy the hazard or nuisance. However, if in the opinion of the Board, the nuisance or hazard presented by the alterations is such that there is a significant risk of immediate and substantial property damage, bodily harm, or threat to health, safety or welfare to others, and if the alterations are not immediately removed, the Board may cause the alterations removal without notice to that unit owner and/or opportunity to remedy the nuisance or hazard.
- The unit owner shall obtain appropriate liability insurance coverage for the alterations and provide proof of such insurance to the Association Board at such times as the Board may require.
- The unit owner is responsible for clearing away all debris caused by installation, maintenance, repair, or removal of the alterations and shall promptly remove such debris on or about the premises and common areas.
- Upon approval of the alteration request, the owner has one year to begin and complete the approved alteration. Once construction begins, the approved alteration must be completed within 90 days from the initial date of construction. If the construction does not begin within one year, the alteration approval is rescinded.

The Association reserves the right to inspect the alteration during the construction and at the completion of the project to insure compliance of the project to the alteration approval conditions.

**ALL EXTERIOR MODIFICATIONS MUST RECEIVE BOARD APPROVAL,
INCLUDING THE FOLLOWING:**

A. ***Deck Awnings***

- Deck Awnings shall be one of the following colors: Taupe, Beige, Linen, Brown, Alpone or any combination of these colors.

- Braiding shall match the color of the awning. No decorative additions, including, without limitation, fringe or monograms will be permitted.
- The awning frame work must be stationary or retractable. All frames shall be constructed on one inch (1”) galvanized steel piping.
- The awning shall be of a size no larger than the entire deck area and shall extend 10 to 12 inches beyond the deck edge that is parallel to the unit. The front bar of the awning shall be six (6) feet eight (8) inches from the ground or deck surface.
- All awnings shall have a 12 inch valance and shall have full end wings. No “side drop” awnings are permitted.
- All fittings shall be constructed of galvanized steel or aluminum.
- Installation of the alteration shall be done in a professional and workmanlike manner, and shall be accomplished by installers who are skilled and knowledgeable in the installation of residential awnings.
- Stationary awnings shall be removed and stored no later than November 1 of each year and may be reinstalled no earlier than April 1. In the event that an awning is not removed or installed at the designated dates, the Association Board may take the appropriate action to cause the unit owner to comply with this provision. This action may include: (1) Having the awning removed at the unit owner’s expense and fine the unit owner a daily fine of \$25 until the awning is removed and/or (2) having the framing removed at the unit owner’s expense.

B. *Satellite Dish*

Only 18” Satellite TV systems are permitted. They are to be placed to the rear or rear-side of the house or be a ground installation in the most inconspicuous location. It cannot be placed in the front of the house where visible from the street. If a ground installation is necessary, the homeowner is required to install plantings sufficient to hide it from view. A behind the chimney installation is suggested since it will hide the side from view in most cases.

C. *Radon Mitigation*

- Radon mitigation activities must comply with EPA and any and all other Governmental requirements and standards.
- All radon mitigation systems must be installed by an EPA certified contractor.
- Except for the vent pipe exiting above the roof, the system must not be visible on the outside of the dwelling unit. Any exterior structural or aesthetic alterations to enclose the system that would modify the appearance of the building must receive the prior approval of the Architectural Review Committee.

D. Roof Replacement

Approved color of shingle for roof replacement: Owen's Corning Merlot shingles.

Rules Enforcement Policy and Procedures

WHEREAS, for the benefit and protection of the Association and of the individual members, the Board deems it desirable to establish and operate by a uniform procedure to assure an orderly disposition of all cases where there is a question of compliance by a unit owner, his family, his guests or tenants, with the provisions of the Declaration of Covenants, Conditions, and Restrictions for Forest Highlands Community Association., Rules and Regulations, and By-Laws ("Legal Documents"); and

WHEREAS, it is the intent of the Board to establish a uniform procedure to be followed where the Board will respond to complaints and questions of compliance by individuals with the provisions of the Association's Legal Documents;

NOW, THEREFORE BE IT RESOLVED that the following be adopted by the Board as the Rules Enforcement Policy and Procedure of the Forest Highlands Community Association.

The Board must have documentation of the alleged violation. This documentation must be in writing, in the form of a letter or email, from any unit owner or a report from an individual Board member or the management representative. This documentation should state essentially the following:

1. The nature of the violation;
2. The date and approximate time of the violation;
3. The approximate location of the violation;
4. The names and unit address of the offending party;
5. The name and unit address of the person reporting the violation;
6. Any other information that may aid the Board in resolving the violation.
7. The reporting person's identity will be held in confidence.

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

To the extent possible, the name of the complaining party will remain anonymous. If, in the opinion of the Board, its authorized agent, or designated committee, 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 unit

owner describing the alleged violation, and demanding (1) that any such violation cease immediately and (2) if appropriate, the area that was damaged by the violation be restored by the offending unit owner to the satisfaction of the Board or its designated committee. The cost of any restoration is to be borne by the offending party.

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

1. A description of the violation or continuing violation.
2. A demand that the violation immediately cease and that any damage to the property, if applicable, be restored, within a ten (10) day period.
3. A statement that a fine in the amount of not less than \$25.00 or more than \$100.00 per day will be imposed on the offending unit owner, such fine will be determined at the discretion of the Executive Board.
4. A statement that if the offending unit owner wishes to appeal the fine, he/she must contact the Executive Board in writing, within ten (10) days from the date of the notice of violation, appealing the decision to the Executive Board. Any request for an appeal before the Board will stay the imposition of any fine until the case is decided, noting however that if the Board finds the alleged unit owner liable for the infraction charged that any fine imposed will be retroactive to the date of the initial notice of the violation to the unit owner;
5. A warning that, if the violation continues, a fine of not less than twenty-five Dollars (\$25.00) per day and not more than one hundred (\$100.00) per day thereafter, will be imposed until the violation has been cured.
6. A statement that any damage caused by the violation will be assessed against the offending unit owner, and, if incurred at any time during this process or through subsequent litigation, that attorney fees and costs may be assessed against the property owner if the property owner is found in violation of the Legal Documents.

The unit owner charged with the infraction may appeal the determination to the Board or its designated committee by submitting a written appeal describing: (1) all of his or her defenses to the infraction alleged and (2) the reasons why he or she believes his or her actions are or were not a violation of the Legal Documents. The Board or its designated committee will consider the appeal, including contacting any additional witnesses or the complainant to gather additional information if the Board or its designated committee, in its sole discretion, deems it necessary. Following this review, the Board will determine whether or not the actions complained of constituted a violation of the Legal Documents. If the Board finds that the complaint constituted a violation of the Legal Documents, then the original fine will be reinstated from the date of the original violation.

If any fines imposed by the Board under this policy and procedure are not paid within thirty (30) days of the initial assessment or the violation otherwise continues, the matter may be referred by the Board to legal counsel for the Association for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney fees, interest and costs incurred shall be assessed and collected against the offending 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 a twenty-five dollar (\$25.00) per month late charge on the outstanding balance until said sums are paid in full; in addition the unit member will relinquish the status of a “member in good standing”.

This policy and procedure is applicable to any violation of the Legal Documents which does not currently specify a fine and/or a method of collecting fines by the Forest Highlands Community Association Executive Board. If a section of the Legal 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.

All fines are to be paid to the Forest Highlands Community Association at their business mailing address.

Assessment Collection Rules and Regulations

The following shall be the assessment collection rules and regulations of the Forest Highlands Community Association. These supersede any and all prior rules and regulations regarding this subject matter.

1. All payments of assessments, fees, charges, liens, etc. shall be made by check, money order or via automatic deduction from the owner’s designated bank account.
2. The Owner’s share of the budgeted common expenses, general operating reserves, reserves for replacement and reserves for contingencies, shall be due on a monthly basis.
3. Each Owner shall pay as his/her respective monthly assessment, one-twelfth (1/12th) of his/her share of the estimated annual budget.
4. All monthly installments of the annual assessment are due on or before the first (1st) day of each month.
5. Assessments received after the twentieth (20th) day of the month in which they are due are considered delinquent.
6. Upon becoming delinquent, on the twenty-first (21) day of the month in which the assessment was due and unpaid, a \$10.00 per month late charge will be assessed to the balance due each month that the assessment or any part of the assessment remains unpaid.

7. A notice shall be sent to the delinquent Owner reminding him/her of the delinquent payment and that a \$10.00 late payment charge has been assessed to his/her account.
8. When an account reaches sixty (60) days delinquent, the Owner will be notified by certified mail that his/her account must be brought current in ten (10) days or legal action may be initiated. All costs associated with the collection action, including reasonable attorney fees, will be a cost to the delinquent owner.
9. All fees and charges due to the Association will be placed as a lien on the property.
10. Once an Owner becomes delinquent for two or more months in the payment of his/her monthly maintenance fee, the Executive Board may suspend the Owner's and/or his/her tenant's right to use the common areas at the Association; in addition, the unit member will relinquish the status of a "member in good standing".

Service Responsibility Matrix (YES =Association's responsibility)

ITEM DESCRIPTION	PAINT	REPAIR	REPLACE	MAINTENANCE
ROOF	N/A	YES	YES	YES
GUTTERS	N/A	YES	YES	YES
DOWNSPOUTS	N/A	YES	YES	NO
STUCCO SIDING & CEDAR TRIM	YES	NO	NO	NO
EXPOSED FASCIA	YES	NO	NO	NO
SOFFIT	YES	NO	NO	NO
BRICK	N/A	NO	NO	NO
TREES	N/A	NO	NO	NO
PLANTING BEDS FRONT & REAR	N/A	NO	NO	YES
SHRUBS, FRONT	N/A	NO	NO	YES
SHRUBS, REAR	N/A	NO	NO	YES
GROUND COVER	N/A	NO	NO	NO
GRASS	N/A	NO	NO	YES
WINDOWS	NO	NO	NO	NO
EXTERIOR WALKWAY	N/A	NO	NO	NO
LIGHT FIXTURES				
EXTERIOR LIGHT POST (NOT ELECTRICAL OR BULBS)	YES	YES	YES	YES
ACCESS ROADS (COMMON)	N/A	YES	YES	YES
DRIVEWAYS	N/A	NO	NO	NO
FRONT PORCHES	N/A	NO	NO	NO
SIDEWALKS	N/A	NO	NO	NO
PRIVACY FENCES	YES	NO	NO	NO
DECKS	NO	NO	NO	NO
PATIOS	NO	NO	NO	NO
FRONT DOORS	YES	NO	NO	NO
SCREEN DOORS	NO	NO	NO	NO
GARAGE DOORS	YES	NO	NO	NO
REAR DOORS	YES	NO	NO	NO
CHIMNEY CAP	N/A	NO	NO	NO
VENTS	N/A	NO	NO	NO
LATERAL UTILITY LINES	N/A	NO	NO	NO
EXTERMINATING	N/A	NO	NO	NO
SURFACE WATER RUN OFF	N/A	NO	NO	NO
UNIT FOUNDATIONS	N/A	NO	NO	NO
UNDERGROUND CONDUCTION PIPE	N/A	NO	NO	NO

Owners are responsible for:

- ensuring that no ivy or vines grow along the unit siding, brick or cement faces;
 - trimming all tree and shrubbery exceeding 10' in height;
 - removing overhanging shrubbery and trees from unit roofs and gutter systems;
 - repairing and replacing all concrete; and
 - maintaining all windows and doors at their unit with the exception of painting.
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- The Association does not provide for any type of exterminating.
 - The Association is not responsible for ground water or foundation water infiltration problems.