

THE RULES AND REGULATIONS
RELATING TO
BON VIEW MANOR

THE RULES AND REGULATIONS governing the use, occupancy, maintenance and enjoyment of the premises known as BON VIEW MANOR CONDOMINIUM (hereinafter referred to as the "Plan" and/or the "Association") shall be as follows:

ARTICLE I

RESIDENTIAL AND BUILDING LOCATION

The land in the Condominium upon which buildings have been built is restricted to residential use, as is provided in the Development Plan.

ARTICLE II

A. No animals shall be raised, bred, or kept in the Plan except dogs, cats, or other household pets. This type of pet may be kept subject to the applicable Rules and Regulations adopted by the Association or provisions of the Unit Property Act documents that may be adopted from time to time with regard to any building subject thereto constructed in the Plan.

B. There shall be no mining or drilling for any minerals.

C. No noxious or offensive activity shall be performed upon any portion of the property.

D. No clothesline or other outdoor clothes drying facility shall be permitted in the subdivision.

E. No sign of any nature whatsoever shall be erected or

displayed in the Plan except where express prior written approval of the size, shape, content thereof has been obtained from the Board, which approval may be arbitrarily withheld.

F. The parking or storage of automobiles and other motor vehicles, except upon designated parking areas provided by the Plan is prohibited, subject however, to the right of Board approved contractors to park and/or store motor vehicles and equipment on any area of the Plan under construction, repair, or during the course of construction and/or maintenance or repair.

G. The parking or storage of trailers, campers, or trucks over 1/2 ton rated capacity upon any of the lands within this Plan is prohibited.

H. Only vehicles bearing current licenses and registration tags and inspection certificates as required pursuant to State law shall be permitted to be parked in the designated Plan parking spaces.

ARTICLE III

DESIGNATION OF COMMON OPEN SPACE

A. All areas of land in the Plan not covered by the location of buildings, as designated on the Development Plan, are hereafter referred to as "Common Open Space". No use may be made of the Common Open Space except for the following, all of which are designated permitted uses, to-wit:

1. Use to provide means of ingress and egress for vehicular traffic or pedestrian walkways constructed by the Developer or the Association.

B. In all other respects the Common Open Space shall be kept and maintained in an ecologically sound condition as and for a grassed and lawned area for the use and benefit of the residents of Bon View Manor and their guests subject to Planned Residential Documents.

C. In the event that there shall be any dispute as to whether any use henceforth complies with the foregoing restrictions the matter shall be referred to the Association for determination by the Board. A determination rendered by the Board shall be final and binding on all of the parties concerned therewith.

D. The lands covered by this Declaration are not for the use and enjoyment of the public, but are expressly reserved for the use and enjoyment of the residents of BON VIEW MANOR in accordance with the terms thereof and all other applicable conditions, rules, and regulations.

ARTICLE IV

GENERAL PROVISIONS

A. Notices

Any notice is required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner on the records of the Association at the time of such mailing.

B. Enforcement

The covenants and restrictions herein contained may be enforced by the Association, any council under the Unit Property Act,

or the owner or owners of any building site designated on the plot in any judicial proceeding seeking remedy cognizable at law or in equity, including damages, injunction, and other mandatory relief against any person, persons, firm, or entity violating or attempting to violate any covenant or restriction and against the land to enforce any lien created by these covenants, and failure by the Association or any other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

C. Delegation

The Association pursuant to resolution duly adopted by its Board, shall have the continuing authority to delegate all or any portion of its powers and duties to a manager or such person or persons as the Board may elect to accomplish the purposes of the resolution.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

A. All dogs, cats, and other household pets shall be kept on a leash or chain at all times. Pets are not permitted to run or roam on the Plan's premises. Residents shall be responsible to insure that their pets leave no litter on the common grounds.

B. Residents shall maintain a low enough noise level after 11 PM, so as not to disturb other residents. Homeowners are responsible for the conduct and actions of their renters and/or guests.

C. No vehicle repair shall be done on the premises, with the exception of minor repairs, oil changes, etc.

D. All unlicensed, uninspected, or abandoned vehicles shall be towed away at the owners expense.

E. All vehicles blocking parking lots will be towed away at the owners expense.

F. No trailers, boats, mobile homes or recreational vehicles will be allowed in the parking lot.

G. Homeowners, renters, and guests must park in designated parking spaces. Homeowners/renters are allotted 1 designated parking space per unit (Number 1 through 12). Homeowners/renters with more than 1 vehicle and visitors and guests must park in the unnumbered spaces. *"SEE ATTACHMENT "A"*

H. Homeowners/renters shall be responsible for keeping the area immediately in front of, and to the rear of their unit free from litter and refuse.

I. Each unit is allotted 2 garbage cans (supplied by resident). Excess garbage, discarded items, etc. are to be placed at the top of the front parking lot for removal by trash collector.

J. Homeowners/renters shall be responsible for damage to common areas caused by any family member or guest.

K. No patio or recreational furniture shall be placed in the front yards.

L. No bicycles or toys shall be left in the front yards.

M. All entrances and walkways shall remain clear at all times.

N. No storm windows or doors shall be installed except those approved by the association.

O. On snow days residents will make provisions for vehicles to be moved, so as to expedite snow removal.

P. All patio additions shall be built from a plan and builder approved by the Association.

Q. The Association has the power to levy fines for the enforcement of all regulations.

R. The Association Common Charges are due and payable on the 1st of every month.

S. No Homeowner/Renter/Resident shall post signs of any type on the building.

T. The Officers are the only individuals who are authorized to approve expenditures on behalf of the Association.

U. The Speed Limit in the Plan (driveway and parking lots) is 10 MPH.

BOB AIELLO - PRESIDENT 724-457-1779
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BOW VIEW MANOR CONDO ASSOC. OFFICERS

