

# **Bristol Creek Homeowners**

## **Rules and Regulations**

The Following Said Rules and Regulations of the Bristol Creek Homeowners Association herein shall be instituted and enforced by the Bristol Creek HOA Board of Directors.

These rules are derived from the Declarations of Covenants with some additions and interpretations to better protect our community property values.

Use Restrictions and Obligations:

- 1.) None of the Lots shall be used for any purpose other than for residential uses. All owners are responsible for the conduct of any guests, relatives, tenants, or family members while on the property.
- 2.) No building structures shall be erected or maintained on any lot other than the one attached or detached single-family dwelling and its appurtenant garage. No expansion of the existing dwelling is permitted without the prior approval of the Bristol Creek Board of Directors.
- 3.) No lots may be further subdivided; provided, however, that this limitation shall not preclude the granting of easements or rights of way.
- 4.) No building shall be erected nearer to the front line or nearer to the side street than the building setback lines shown on the Plan as recorded.
- 5.) No noxious or offensive activity shall be carried upon any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the owner's neighbors.

- 6.) No trailer or tent shall be placed on any lot, except for Declarant's construction trailer or a construction trailer of the contractor building a home on such Lot.
- 7.) No garage or any storage structure other than the house for which the plans have been approved in accord with the terms hereof shall be used as a residence, temporarily or permanently.
- 8.) No house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.
- 9.) Easements are shown on the Plan of Bristol Creek and reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as may be shown on the Plan as recorded. All lots are subject to such easements.
- 10.) The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorney's fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.
- 11.) No fence shall be erected on any Lot or along lines thereof, except that a fence may be erected along the rear lot line of those Lots that are on the perimeter of the Bristol Creek Plan, provided that said rear lot lines do not border on Open Space.

- 12.) Fences for Swimming pools, Spas and Hot Tubs must comply with Cranberry Township rules and regulations. The homeowner must contact Cranberry Township for current specifications.
- 13.) All driveways must have a minimum of crushed stone prior to occupancy.
- 14.) Satellite dishes must be attached to home on side wall, back wall, or back side roof. The satellite dishes shall not exceed 24" in diameter and only one satellite dish per house is allowed. Efforts should be made to conceal wiring.
- 15.) No automobile or motor driven vehicles shall be left on a Lot for a period longer than thirty (30) days in a condition that it is not able to be operated on the public highway, after which time the vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Lot by the owner.
- 16.) No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any Lot unless the same are in a garage or at the rear of the dwelling any out of the view from the curb in front of the dwelling; provided, however, that the reasonable use of such vehicles as may be necessary during construction of a home on any Lot shall not be prohibited by this requirement.
- 17.) No debris incidental to work on one Lot may be placed on another Lot. All debris must be removed by completion of work to which it is incidental (or upon suspension of the work for any reason – beyond brief temporary suspension).
- 18.) No sign of any kind shall be displayed to the public view on any Lot except one temporary sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

- 19.) All lawns must be either seeded or sodded for the entire front area, both sides, and to a minimum distance of thirty (30) feet to the rear of the house; said seeding or sodding to be done within six (6) months or the next immediate growing season after erection of a house on a Lot, whichever occurs first. All seeding shall be the homeowner's responsibility.
- 20.) No house shall have an exposed foundation of concrete or concrete block. The approved exterior building materials must extend to grade level.
- 21.) The Association shall be responsible for maintaining all landscape buffer shown on the Bristol Creek Plan, including replacing any trees in such landscape buffer which die. All such trees shall be protected perpetually and the logging or felling of any such healthy, live trees shall be prohibited.
- 22.) The house, driveway and all landscaping on any Lot shall be completed within one year after the issuance of a building permit.
- 23.) The Open Space shall be perpetually preserved as open space and shall not be permitted to be utilized for residential or commercial purposes.
- 24.) No lot shall be permitted to have driveway access onto pre-existing roads of Cranberry Township. Driveway access for all Lots shall be only to proposed internal roads within the development.
- 25.) The owner of each Lot that purchases a Lot from Declarant shall be responsible for the construction and maintenance of a sidewalk along the entire street frontage of such Lot in the location shown on the Bristol Creek Plan. The Owner of each Lot is hereby granted an easement for the purpose of such construction. The sidewalks shall be constructed in accordance with Cranberry Township standards and the sidewalk on each Lot shall be completed within six (6) months of the occupancy of the house constructed on such Lot.
- 26.) These covenants including the By-Laws and the Rules and Regulations ("Covenants") are made for the common benefit of all Owners

in the Plan who by acquisition of their respective Lots shall be conclusively deemed to have accepted and agree to these covenants, so that if the Owner of any Lot shall at any time violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any Lot or Lots in the Plan to prosecute a proceeding in law or in equity against such person or persons violating, or attempting to violate any such covenants, and to prevent him or them from so doing, and to recover damages for such violations and attorney's fees incidental to such action.

- 27.) No hunting, no projectile of any type will be purposely fired, shot or slung from any mechanical device into any other person's lot, structure or vegetation without the permission of the owner who owns the said property. Projectiles are defined as, but not limited to bullets, BBs, pellets, arrows, or fireworks. Structures are defined as, but not limited to houses, sheds, fences, vehicles, trailers, swing sets or toy sets. Vegetation is defined as bushes, trees, or any other natural living plant that the owner has either planted or has been placed by the HOA.
- 28.) Any shooting targets that are set up will be of temporary placement only. All targets must have a backstop and a safety zone around and beyond the target and target zone area. Targets will not be unsightly and will not be a nuisance or visual hindrance to any other owner of adjoining property.
- 29.) There may be only one (1) storage structure constructed and installed on a homeowner's property. Storage structures may not be erected without prior approval of the Bristol Creek Board of Directors (HOA Board) with plans and specifications. The maximum size of 120 square feet and no taller than 10 feet. The storage structure must be aesthetically consistent to the existing home on the property. The exterior of the storage structure, except for the roof, must be a color that matches the color of the home exterior, to the extent possible. A commercial vinyl self-assembled storage structure is acceptable. Metal and aluminum storage structures are not permitted. The storage structure must be in the back

yard, defined as the area behind the rear foundation line. Placement of the storage structure, in respect to lot boundaries, shall be according to Cranberry Township Code. The owner is responsible for maintaining the structure in accordance with existing Covenant requirements that apply to their lot.

30.) Pets:

- a) All animal waste must be cleaned up immediately and disposed of properly in the owner's trash receptacle.
- b) An owner or person in control shall have physical control of the animal when off their property, by means of a leash, lead, cord, chain (not longer than 6 ft. in length, or a cage.

31.) Nuisance:

- a) No weeds, underbrush, or other unsightly plant growths shall be permitted to grow or remain upon any Lot in the area from the property line abutting any street and extending from said property line a distance of 50 feet from the rear of any structure constructed on the property.
- b) No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on a lot. No lot shall be used in whole or in part for the storage of rubbish of any kind.
- c) Trash containers must be moved out of sight from the street by dusk of the day of pickup.

32.) Vehicles:

- a) No lot owner, resident, or other person shall leave any non-operating or non-registered motor vehicle on or about the common ground.
- b) No boats, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles, light utility vehicles, passenger vans or small pick-up type trucks shall be placed, parked, or stored upon any lot.
- c) All motorized vehicles, including ATVs, go carts, mini bikes, motorcycles, or other gasoline or electric powered vehicles are prohibited from being operated within the common areas of Bristol Creek. Vehicles that have

valid PA license plates must follow local and state laws for riding on the paved roads within Bristol Creek.

33.) Construction:

- a) No dumping of any kind is permitted in the common area.
- b) Any damage caused by homeowner or their contractors to HOA open space or other property must be restored to pre-damaged condition within a 30 day period of the completion of construction.

34.) Building and Work Permits:

- a) Approval of any project by the Bristol Creek Board of Directors does not waive the necessity of obtaining the required township or county building, grading, occupancy, or work permits. Compliance with township permitting requirements and any applicable laws are the responsibility of the owner and/or contractor(s).
- b) Obtaining the proper permits does not waive the need for Bristol Creek Board of Directors written approval.

## **Bristol Creek Homeowners Association**

### **RESOLUTION**

WHEREAS, the Board of Directors of the Bristol Creek Homeowners Association, Inc. is empowered to make and enforce Declaration, By-Laws, or Rules and Regulations Documents and a fine Process regarding the Owners and properties located in the Bristol Creek Homeowners Association pursuant to Article VI, Section 1 and Article II, Section (k) of the Declarations.

WHEREAS, there is a need to implement the documents of the Bristol Creek Homeowners Association.

WHEREAS it is the intent that these documents shall be applicable to all owners and tenants. This resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, LET IT BE RESOLVED THAT the following procedures are established regarding fine procedures and the collection process for violating any said documents of the Bristol Creek Homeowners Association.

#### **A. FINE PROCESS**

- a. If the violation is not corrected within ten (10) days of written notification by the Board, the first violation is a fine of twenty-five dollars (\$25.00)
- b. If the violation is not corrected within ten (10) days after the first notification, the citation for a second notice of the same violation is an additional fifty dollars (\$50.00).
- c. If the violation is not corrected within 10 days after the second written notification, the citation for a third notice of the same violation is an additional seventy-five dollars (\$75.00) with an additional \$5.00 per day until the violation has been corrected.

#### **B. PARKING**

- a. Parking with either 2 wheels or 4 wheels on the grass or open space is an automatic fine of \$35.00.
- b. This fine will be per occurrence.



C. OPEN SPACE

- a. No motorized vehicles; ATVs, snow mobiles, motorcycle, etc. shall be driven on the open space. Each occurrence will result in an immediate \$50.00 fine.
- b. This fine will be per occurrence.

D. HEARING

- a. A hearing with the Board of Directors may be requested by either the owner or the Board.

# BRISTOL CREEK HOMEOWNERS ASSOCIATION

## RULES ENFORCEMENT POLICY AND PROCEDURES

WHEREAS, the Declaration grants the Board of Directors (“Board”) the power and duty to adopt and publish rules and regulations covering the details of the operation and use of the Property.

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, By-Laws, or the Rules and Regulations as amended (“Association Documents”), thereby minimizing the necessity of seeking action in and through a court of law or equity; and

WHEREAS, it is the intent of the Board to establish a uniform procedure for council to follow where they must take action relative to questions of compliance by individuals with the provisions of the Association Documents;

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

This policy is to be used by the Board in all cases of alleged violations of the Association Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of a letter or note or a completed Rule Violation Form, from any unit owner or a report from 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 name and unit address of the offending party;
5. The name and unit address of the person reporting the violation;
6. A statement verifying that the person reporting the violation actually observed the violation; and
7. Any other information that may aid the Board in resolving the violation.

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 of 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 depending fine, containing essentially the following information:

1. A description of the nature, the time, and place of the violation;
2. A demand that the violation immediately cease and that any damage to the common elements be restored, within a fifteen (15) day period;
3. A statement that a fine in the amount of \$25.00 is imposed on the offending party and/or unit owner;
4. 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;
5. 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
6. 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 attorney's 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 is 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.

All fines are to be paid to:

Bristol Creek Homeowners Association  
PO Box 2225  
Cranberry Township, PA 16066

## RULE VIOLATION REPORT

Before the Board can act upon any violation to the Rules and Regulations, all violations must be documented in writing. This form must be completed and mailed to the Management Office before any action will be taken.

1. Name and address of person reporting the violation: \_\_\_\_\_  
\_\_\_\_\_
2. Name and address of offending party: : \_\_\_\_\_  
\_\_\_\_\_
3. Nature of violation: \_\_\_\_\_  
\_\_\_\_\_
4. Date and time violation occurred: \_\_\_\_\_  
\_\_\_\_\_
5. Location where the violation occurred: \_\_\_\_\_  
\_\_\_\_\_
6. Statement of what you observed: : \_\_\_\_\_  
\_\_\_\_\_
7. Any other pertinent information that may aid the Board in resolving the violation:  
\_\_\_\_\_  
\_\_\_\_\_

By signing this complaint form, I hereby attest that the information is true to the best of my knowledge and I am willing to participate with the Executive Board on this action in acting as a witness, if necessary.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Reporting Violation