

# Rules and Regulations of Castle Creek Homeowners Association

Original date: January 1994  
Revisions: April 1997  
October 2017

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**Castle Creek Homeowner's Association (CCHA)**  
**Rules and Regulations**  
Revised 2017

**Statement of Purpose**

These rules and regulations are to be used by the Class A and Class B members and the Board of Directors to clarify their respective responsibilities, as well as understand what is permissible by members. The Board of Directors reserves the right to amend these Rules and Regulations as may be necessary throughout time.

**CCHA's Responsibilities (to Class A members of the Association):**

1. Maintenance and replacement of roofs and siding, excluding the replacement or repair of doors, garage doors, windows, shutters, and porch lighting fixtures (see Section 5)
2. Scheduled painting of front doors, shutters, porches, and exterior trim
2. Maintenance and replacement of gutters and downspouts
3. Maintenance of the lawn, which is limited to mowing, trimming and fertilizing (see Section 4)
4. Replacement and structural repair of decks, excluding annual cleaning and staining, provided there is no neglect or damage on behalf of the Owner (see Section 5)
5. Replacement and structural repair of privacy fences, excluding painting
6. Repair and replacement of front porch concrete pad, steps, banisters, hand rails, and walkway, provided there is no neglect or damage on behalf of the Owner
7. Maintenance of Recreation Areas (pool, playground, etc.)
8. Maintenance of certain security lighting on buildings and throughout Common Areas
9. Maintenance of parking pads owned by CCHA
10. Maintenance of the Reserve Account to fund long term capital improvements (painting and roof replacements, i.e.)
11. Review of requests for exterior alterations and issuance of approval or disapproval in a timely manner
12. Insurance of original structure, excluding contents, improvements, betterments, and personal Liability (Refer to Policy Resolution 4-13-12-2 for deductible requirements which must be met by Owners filing claims with CCHA's insurance)

**Class A Member Responsibilities:**

1. Condominium insurance (H06 or equivalent) including betterments & improvements (Owners filing claims through CCHA's insurance must meet the deductible as provided in Policy Resolution 4-13-12-2)
2. Maintenance and repairs to the Unit's foundational walls
3. Yard area must be kept clean and unencumbered of any debris so mowing can be accomplished without difficulty to the landscape company
4. Roofs and buildings must not be damaged by any unapproved construction (mounting satellite dishes, i.e.)
5. Maintenance of decks and privacy fences by annual cleaning and staining; approved stain types can be obtained from the CCHA management company
6. Maintenance and replacement of driveways
7. Replacement of doors, garage doors, windows, shutters and porch lighting fixtures; All replacements must be approved by the CCHA as stated below in item 10.
8. Keeping the sidewalks, driveways, and parking pads clear of weather (i.e. snow) and debris (bikes, garbage, etc.)
9. Maintenance and replacement of porch lights and gas lamps, if applicable to the Owner's property
10. Submission of an Alteration Request Form for exterior alterations and structural changes, additions, or Replacements
11. Compliance with all CCHA Rules and Regulations and all local ordinances

**CCHA's Responsibilities (to Class B members of the Association):**

1. Maintenance of Recreation Areas (pool, playground, etc.) through the Recreation Area Fund.
2. Maintenance of the parking pads on Mosside Loop and Castle Creek Drive, nearest the pool.
3. Enforcement of the Rules and Regulations as provided herein

**Class B Member Responsibilities:**

1. Insurance of original structure and entire building exterior, and a copy provided to the Association upon request
2. Winter maintenance of all sidewalks and driveways serving Class B Member Units
3. Compliance with all applicable CCHA regulations and rules (pool rules, i.e.)
4. Observance of all local ordinances and property maintenance laws, as well as enforcing tenant compliance with local ordinances

**Guidelines for Members and CCHA for Maintenance and Home Improvements**

Owning a unit(s) within Seven Fields is a decision of choice. The choice entails involvement with all of those who share that choice with us. Our involvement includes providing for the maintenance of a sound investment in our community, maintaining its physical health and appearance, and respecting the equal entitlements of each other. For additional details as to Class A maintenance responsibilities, please refer Exhibit A, the Castle Creek Homeowners Association Maintenance Matrix.

The following guidelines are enacted to help achieve these goals. CCHA assumes all unit Owners have the best of intentions, and where failure to observe a rule does occur, CCHA assumes that it may be due to misunderstanding or oversight, without intention to willfully violate any rules. CCHA aims to provide guidance and, where appropriate, provide sanctions and enforcement. Enforcement is in place for those few cases, which requires measures that protect the interest of all those who do honorably perform as they should without violation. Failure to obey any of the CCHA Rules and Regulations will result in the penalties described in Section 2 herein.

***Section 1 – Subjects of Rules and Regulations***

Common Elements include open spaces including pool, playground, and mini-park with gazebo. This can also be termed “Common Area” or “Recreation Areas”. A Limited Common Element is property owned by CCHA but to which each Owner holds exclusive use. For example, parking pads are owned by CCHA, but the parking pads are for the exclusive use and enjoyment of Castle Creek residents.

**A. Exterior Alterations**

Unit Owners may not make any alterations, additions, or improvements to the exterior of their units or to any Common Element or Limited Common Element, without prior written consent from the Board of Directors of CCHA. An Exterior Alteration Request form can be obtained by contacting the management company.

Unless clearly stated in these Rules and Regulations, all requests for alterations, removals, additions or improvements to any unit or Common Element or Limited Common Element, or any variation from the requirements of the CCHA Inc. Rules and Regulations, must be submitted to the CCHA Board of Directors for approval prior to the date on which such work is planned to begin and shall be in writing. Such requests shall state, with specificity, the work to be done and, if necessary, the reasons for a variance. Work must begin within three (3) months from the date of approval and all work must be completed within a reasonable time thereafter. The work shall be performed as indicated in the request and the unit Owner shall not vary from the request without prior written consent of CCHA. If no work has commenced within three (3) months from the date of approval, such approval shall be deemed void and no longer valid. Unless special actions are required by CCHA, all requests for approval shall be returned within 30 days after the date of the request and shall be marked "approved" or "not approved". If not approved, CCHA shall state reasons for disapproval and/or shall indicate the deficiencies in such request. To avoid any loss, inconvenience, or

disappointment, it is strongly recommended that a unit Owner make no monetary or legal commitment with any third party, contractor, supplier or other person or entity, or purchase any materials or supplies, prior to receiving approval from CCHA. If an Owner proceeds with work before acquiring approval or after receiving disapproval, CCHA may require the Owner to undo the work or construction at the Owner's expense, in order to return the property to its appearance prior to the unapproved alteration.

### **B. Complaints of Board and Management**

Any complaints regarding the maintenance and condition of the Common Areas or the action of CCHA or its officers, employees or independent contractors shall be made in writing to CCHA. The Association shall be granted a reasonable time (except with emergencies) to study and act upon the complaint.

### **C. Dues and Assessments**

The expense of performing the ongoing maintenance and renewal of CCHA's responsibilities, along with administration, insurance, services and enforcement of these rules and regulations, are funded by a quarterly assessment to be paid by Class A members and a quarterly Recreation Area assessment to be paid by Class B members to the Association as stated by the CCHA By-laws. A portion of each individual Class A member's assessment is allocated for the Recreation Area Fund so that the Fund is contributed to uniformly by all members. All members shall pay these assessments within thirty (30) days of a due date stipulated. Nonpayment of these dues shall be subject to procedures as stipulated in the Association's By-laws (Article XI, Assessments). Quarterly assessments may be raised up to 10% with approval by the CCHA Board.

It is recognized that the regular assessment may not be sufficient to fund certain large projects. In such instances, special assessments may be levied against all members, providing a vote of approval is obtained. Any special assessment shall require a vote of approval by fifty percent (50%) plus one. Approved special assessments shall be lienable and collectible by CCHA.

## ***Section 2 - Enforcement of Guidelines and Bylaws***

CCHA will notify members of violation(s) of any of these rules and regulations, and if the violation is not rectified before a set date, a fine will be applied to the unit Owner's account. Additionally, upon receipt of a written complaint of any violation, CCHA will investigate the complaint and notify the Owner of the potential violation(s).

### **A. Common Practice**

The practice is to notify members, in writing, of the violation stating there is a given 10 days to rectify the violation. If there are extenuating circumstances preventing the Owner from correcting the violation, it is the Owner's responsibility to contact the management company and request an extension of time from CCHA. If the violation persists and compliance is not met, a fine will be imposed. A fine may be imposed only if there was a) adequate written notice of the violation(s) and the notice was provided by an authorized officer or agent of CCHA and b) the notice was provided with a clear statement of the violation. The notice may be sent by First Class mail, Certified mail, delivered by hand to the Owner, or posted on the front door of the unit.

### **B. Fines**

The first notification of a violation shall be made to an Owner as a Warning Notice of Violation to provide a due date for correction and the fine to be applied if not compliant. The initial fine is set at \$25.00 for the second occurrence of a violation, deemed a Second Notice of Violation and following the Warning Notice. However, multiple or continuing violations may result in fines greater than \$25.00 and in multiples thereof. If a unit Owner or tenant has a violation of the same or substantially similar rule or regulation, the unit Owner may be assessed a \$50.00 fine for the third occurrence and \$100.00 for the fourth occurrence. After the fourth notice, CCHA may assess a fine in an amount calculated to cause the unit Owner to cease the violation. Simple interest on all assessed and unpaid fines shall accrue at the rate of 18% per annum. CCHA, in its sole discretion, may restrict or suspend the rights or privileges of any unit Owner or tenant from the community pool as a penalty for noncompliance with the Rules and Regulations. If the unit Owner

is unwilling to pay the fine and/or cease the violation, a lien shall be placed against the unit along with an assessment against the unit and the Owner. Please refer to the CCHA Violation Penalty Structure document as Exhibit B of the CCHA Rules and Regulations.

### **C. Enforcement**

The management company employed by CCHA is responsible for enforcing the rules and regulations through community inspections and subsequent notices of violations. The management company is also responsible for levying fines and following up with reported complaints of violations. If a member has not corrected the violation within a given amount of time, CCHA may choose to correct the violation (especially if the violation is a health hazard) and apply the expense the account of the unit Owner to reimburse CCHA for the cost of correcting the violation.

### **D. Landlords and Tenants**

For rental properties, CCHA will conduct business solely with the unit Owner/Landlord. However, tenants may be notified of violations, in addition to the landlord. It is the sole responsibility of each unit Owner to ensure the tenant's compliance and property's compliance with all CCHA Rules and Regulations. Furthermore, it is the landlord's responsibility to pay any fines that are applied due to the violations of a tenant. It is also the landlord's responsibility to inform each tenant of the Rules and Regulations and standards of the Castle Creek community. Owners are responsible for providing the management company with any and all requested documents regarding the tenant's contact information or lease agreement. CCHA reserves the right to institute an administrative fee to be assessed to rental properties to compensate for the additional expenses of communication, violation follow-up, and gathering of information and documents.

### **E. Grand-fathering**

With the implementation of new rules, there will be no "grand-fathering" of rules and regulations. For any unit that is not in compliance at the issuance of updated Rules and Regulations, the Owner will have 30 days to bring the property into compliance.

## ***Section 3 - Neighborhood Environment***

### **A. Parking Pads and Parking Lots**

Some parking pads are designated for guest use only and are marked as such. Those pads are designated for the exclusive use of visitor vehicles. Permanent residents found to be parking on "guest-only" pads habitually or for extended times are subject to violation, fines, and towing.

No Common Area parking lot is to be used as long-term parking for members and only a maximum use of 48-hour is allowed. Citations and notices of violation will be made on vehicles left parked beyond the maximum allowable period. Additionally, no automobile repairs are permitted in Common Area parking lots. Vehicles (including trailers, campers, motorcycles, and boats) that are noted to be left in the parking lots for more than 7 consecutive days will be considered abandoned. After applying one or more "tow warning" stickers to the vehicle, CCHA has the right to arrange for removal of the vehicle by a third-party towing company.

Parking spaces and pads provided for the use of permanent residents are to be used for the parking of licensed and inspected automobiles in operating condition. Commercial vehicles, campers, trailers, boats, etc. are not to be parked in the spaces. No major automobile repairs are to take place in the parking pads.

Any exemptions to the above parking policies, must be requested by contacting the management company.

### **B. Illegal Parking**

Parking on the grass is strictly prohibited at any location in the community. Regardless if the vehicle belongs to a permanent resident or guest, all vehicles parked on the grass are subject to towing. Vehicles may be

towed from the grass on Common Ground and from Owner's properties, as the yards surrounding units maintained by the Association and Owners are advised that doing so is a violation which constitutes towing.

Local ordinances do not allow street parking. If a member has a complaint that this is not being observed in the community, he or she should contact the Seven Fields Borough or the police to resolve the matter.

### **C. Mailbox Area**

Parking a vehicle next to or around mailboxes is prohibited.

### **D. Garbage**

Refuse items, bagged garbage, or garbage cans must be in areas that are not visible from the street, such as in a proper receptacle and on the rear patio or deck. Residents may place their garbage can at the curb for pick-up no earlier than 6:00 p.m. on the day prior to pick up and the garbage can must be retrieved from the curb no later than 7:00 p.m. the day of pick-up. Please refer to the Borough ordinances for additional restrictions.

### **E. Storage**

Items stored on rear patios must be neat; there is to be no hanging of towels, linens, clothing, rugs, curtains, mops, or laundry of any kind from windows or decks or exposed on any part of the Common Elements or Limited Common Elements, in order to preserve the aesthetics of the neighborhood. Building materials should not be stored on a rear patio for more than ten (10) days. Porches should be tidy in appearance, particularly in winter months, with tools, lawn implements, and patio furniture stored appropriately.

It is prohibited to store items on the front porch of the unit, such as garbage cans, boxes, shovels, rakes, buckets, bicycles, sleds, and other items that lead to a "cluttered" appearance.

### **F. Pets**

Members may own domesticated pets. The ownership of livestock or farm animals, such as chickens, pigs, or llamas, is prohibited.

Pets are to always abide by the state Leash Law and Seven Fields Borough Ordinances, which includes picking up of pet waste and its proper disposal. Pet waste is not to be disposed in the Common Area trash cans, and only specifically-designated receptacles may be used to dispose of pet waste.

All pets are the responsibility of the Owner and are to always be supervised when outside. Pets may not be tethered in the yard. Owners are responsible for the prompt disposal of pet waste from the yard surrounding the unit, and failure to do so or allowing pet waste to accumulate will constitute a violation.

Any conduct of a pet-related business is strictly prohibited. No member is permitted to operate a "doggie-daycare" or other pet-care service. Professional breeding, selling, and warehousing of animals is also prohibited.

### **G. Zoning**

Unlawful use of premises is prohibited. All zoning ordinances and regulations of all governmental bodies shall be observed (no operation of a commercial business from home, building without a building permit, etc.). Upon request, the management company will provide a copy of Seven Fields Borough governances specific to planned communities.

### **H. Noise/Nuisance**

No member or any resident is permitted to make loud noises, especially with outside radios, or do anything that will interfere with the rights or comforts of another member or resident. This also includes vocal or musical instruments, audio/visual devices and any activity which would cause the annoyance of other members and residents. Furthermore, acceptable hours to perform construction or loud maintenance work is to be determined by the Borough. Fines can be assessed to unit Owners conducting work outside of these

hours. Please refer to Seven Fields Borough ordinances for additional noise restrictions. Any resident who experiences such an annoyance may address the matter with the Police and is requested to file a written complaint with the Borough office, with the specifics of the noise/nuisance infraction.

#### **I. Sidewalks and Driveways**

It is the member's responsibility to keep sidewalks and driveways clean and maintained free of snow and debris, except on Common Area.

#### **J. Vandalism**

Vandalism of private property or Common Area or creation of any environmental hazard will not be tolerated and violators will be prosecuted to the full extent of the law. Violators will be responsible for all costs of repairing potential damages.

#### **K. Playground**

The community playground, adjacent to the Castle Creek swimming pool, closes at dusk. Loitering at the playground area is prohibited. Members must observe any playground area rules that may be developed and approved by the Board from time to time.

#### **L. Community Pool**

The Castle Creek community swimming pool is governed by a separate document of rules and regulations, for which all Owners and tenants are responsible to obey. Pool access is revocable after multiple notices of pool rule infractions or account delinquency.

#### **M. Outdoor Fires**

Outdoor fires are permitted if the unit Owner obtains the approval of Seven Fields Borough. Due to liability reasons and the close proximity of buildings, outdoor fire pits or fireplaces must be a minimum of twenty (20) feet from building structures. No cooking grill can be placed against any exterior wall with siding. Siding which is damaged from such practice will constitute a violation and be required to be replaced by the unit Owner.

### ***Section 4 - Lawn Upkeep and Landscaping***

Members are not permitted to make any alterations to the landscaping without prior written consent of CCHA, unless being done within the guidelines below and done from an approved list.

#### **A. Shrubs and Trees**

It is the responsibility of the unit Owner for the upkeep of existing shrubs and trees on the Owner's property, including pruning and removal. Owner awareness of their property boundaries and vegetation within those boundaries will give significant clarity to the Owner in terms of his or her responsibility. CCHA approval is required for such removals, plantings, and modifications.

#### **B. Flowers**

Flowers can be planted in existing mulched beds. The beds must be kept clean and unencumbered of any debris or stone edging, so that mowing can be accomplished without difficulty.

#### **C. Fences**

No fences other than the original privacy fences built by the developer are permitted. This includes "invisible" fences, temporary fencings, or garden fencing.

#### **D. Outside Buildings**

No swing sets, playhouses, trampolines, storage sheds or any structure is permitted in or on the yard area or on Common Ground. Sandboxes and other toys are not to be left in the yard, which would encumber mowing, and must be stored neatly on the rear patio.



## **E. Special Treatments**

Special treatments such as fertilization and insect-repelling treatments will be provided by CCHA to Common Areas on an as-needed basis. Notice of treatments will be communicated three (3) business days in advance, via a CCHA website posting and by email to residents that have provided email addresses for contact.

## **Section 5 - External House**

### **A. Lights**

Members are responsible for maintaining their front and back porch lights. The only lights permitted to be on after midnight are those less than 100 watts OR security and safety lights. Replacement of gas lampposts is the Owner's responsibility, and the lights may be replaced with gas or electric lampposts. Replacement of exterior lighting fixtures must be approved by CCHA.

### **B. Gutters**

Gutters are maintained and replaced by the Association, provided there is no damage or neglect on behalf of the Owner. It is prohibited to mount or hang decorations on the gutters. CCHA is responsible for gutter cleaning twice per year. Additional cleanings, if necessary, are the responsibility of the individual Owner.

### **C. Decks and Hot Tubs**

Alterations to original deck specifications are at the cost of the Owner and made only with written approval of CCHA. CCHA is responsible for the replacement and structural repair of original decks, which does not include expansions, alterations, annual cleaning or staining. Owners are responsible for cleaning the deck and staining it with the approved stain color, which can be obtained by contacting the management company. The Association has the right to refuse replacement if the Owner has neglected to regularly clean and stain the deck.

Additionally, the Association reserves the right to employ a third party to stain an Owner's individual deck, if the Owner has not done so upon being notified three (3) times over a ninety (90) day time frame. Hot tubs are NOT permitted.

### **D. Privacy Fences**

Privacy fences on rear patios are installed, repaired, and replaced by the Association. The removal of the fences is not permitted. Owners are responsible for the regular staining of the unit's privacy fence. The same rules governing deck staining are applicable to the staining of privacy fences.

### **E. Doors**

Members are responsible to install new storm doors, front and back doors, and sliding doors, provided that they are an approved style. CCHA written approval is required prior to replacement. CCHA will regularly paint front doors as scheduled with the other exterior painting. Any painting deemed necessary outside of the regularly-scheduled unit exterior painting is the responsibility of the Owner.

### **F. Garage Doors**

Garage doors are not to be left open for an extended period of time. Replacement of the garage door is the Owner's responsibility. Replacements must look identical in appearance to the original and submitted to CCHA for approval.

### **G. Windows**

Window replacement is the responsibility of the unit Owner and must be replaced with windows identical in appearance to the original and submitted to CCHA for approval. Broken blinds or inappropriate window coverings (paper, tattered curtains, bed sheets, offensive patterns) will constitute a violation.

## **H. Satellite Dishes**

With approval from CCHA, satellite dishes, are permitted provided they are NOT directly attached to the building siding, chimney, or roof. The dish must be placed within the confines of the back yard, deck, or rear patio area. If necessary to install the dish in the front of any unit, the dish or antenna must be mounted on a short pole and hidden or camouflaged so it is not noticeable from the street. It must also comply with FCC regulations. Prior to satellite dish installation, an Exterior Alteration Request Form must be submitted to the management company for the consideration by CCHA, and record will be kept of those units which have approved satellite dishes. Satellite dishes illegally installed on roofs or siding will be required to be removed and damages repaired at the Owner's expense. An illegally installed satellite dish will prevent the issuance of a Resale Certificate to Owners who are selling the unit.

Under special circumstances, approval might be issued for a satellite to be mounted on the roof of a unit. The Owner will be responsible for providing CCHA with proof from the satellite service provider that the roof is the only location on the property that the dish will be able to receive a signal. If this is the case, a set of strict requirements will have to be met before installation can commence. It is the Owner's responsibility to contact the management company to request a permission form specific to satellite installation on a roof.

## **I. Decorations**

Holiday decorations are governed by a set of guidelines which is accessible on the CCHA website. Year-round front porch décor is limited to 2-3 items, not including furniture. Decorations specific to holidays must be removed no later than ten (10) days after the holiday for which it is designated.

## **J. Driveways**

Driveways are to be used for parking of licensed and inspected automobiles in operating condition. Commercial vehicles, campers, trailers, boats, etc. are not to be parked in the driveways, according to Borough ordinances. No major automobile repairs are to take place in driveways. It is the responsibility of the Owner to keep driveways clear of snow. Owners are responsible for the repair and replacement of their individual driveways.

## **K. Awnings**

No metal or fabric rigid awning, canopy, shutter or other object projecting from an outside wall or roof can be installed. A neutral color, retractable awning may be installed with approval from the CCHA Board.

## **L. Utility/Ground Matters**

Any utility-related issues are the sole responsibility of the unit Owner. If it is determined at a community inspection that a meter or service box to a unit is in need of repair (rust, loose attachments, etc.), the Owner will be notified and will be responsible for engaging the utility company or service provider to make the repair.

## **M. Environmental Matters**

No flammable, explosive, or otherwise hazardous material, except for the use in common household purposes in compliance with the law, can be brought into or stored within the unit, balcony, deck or patio.


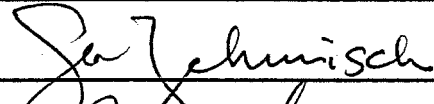
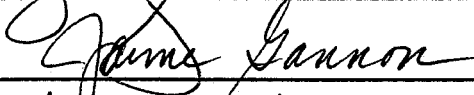
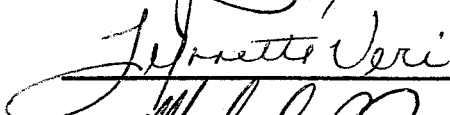

## **N. Signs and Advertising**

No signs, advertisement, notice or other lettering is permitted to be inscribed, painted, displayed, exhibited on or adhered to any part of the property or unit. The one exception is advertising the sale or rent of a unit, provided that the sign be placed in the window or front lawn of the property. No signs may be placed in any common area. "For Sale" signs must be removed within 48 hours of the execution of contract of sale for the unit. Any exceptions to this ruled must be approved by CCHA.

**Enactment**

This revised edition of the Castle Creek Homeowners Association Rules and Regulations, as well as all Exhibits, becomes effective on 10<sup>th</sup> day of October, 2017 and as signed to below.

The Board of Directors may, from time to time, amend this document and exhibits as deemed appropriate. Any such amendments will be communicated to all members of the Castle Creek Homeowners Association.

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# **Castle Creek Homeowners Association Maintenance Matrix**

Exhibit A of the Rules and Regulations, for the use of Class A Association Members.

Item Description	Owner	Association	Comments
<b>STRUCTURAL</b>			
Roofs		X	CCHA is responsible for roof repairs and the replacement of roofs to be paid from the Association's Reserve Fund, provided the roof has not been damaged by unapproved construction, such as unapproved or irresponsible installation of a satellite
Gutters & Downspouts		X	CCHA is responsible for repairs and replacements, and semi-annual cleaning; any additional cleanings are the responsibility of the Owner
Siding	X	X	Owners are responsible for routine cleaning of siding as may be required from time to time; CCHA is responsible for repair and replacement of siding and regularly-scheduled painting of the exterior of units including trim, doors, and shutters
Windows	X		Owners must repair and replace all windows as needed or desired (CCHA approval required for replacement)
Front Doors	X	X	Owners must repair and replace the unit's front door as needed or desired (CCHA approval required for replacement); CCHA is responsible for regularly-scheduled painting
Rear Doors	X		Owners must repair and replace the unit's rear door as needed or desired, including painting (CCHA approval required for replacement)
Storm/Screen Doors	X		Owners must install, repair, and replace storm or screen doors as needed or desired (CCHA approval required for installation or replacement)
Garage Doors	X		Owners must repair, paint, and replace the garage door as needed or desired (CCHA approval required for replacement)
Front Porches	X	X	Owners are responsible for routine cleaning of porches and repair or replacement of the sidewalks and steps leading to the front stoops; CCHA will repair, paint, and replace the varying styles of front porches as needed; CCHA is responsible for the concrete repairs and replacements of front stoops (not including the steps or sidewalk)
Rear Decks	X	X	Owners must clean and stain annually; CCHA is responsible for repairs and replacements, provided the owner has not conducted unapproved modification of the deck or failed to maintain the deck by annual cleaning and staining
Rear Patios	X		Owners must keep patios clean and in compliance; CCHA is responsible for repairs (cracks, etc.) and replacements
Privacy Fences	X	X	Owners must clean and stain regularly; CCHA is responsible for installation, repairs, and replacement

Item Description	Owner	Association	Comments
<b>STRUCTURAL (CONT'D)</b>			
Chimneys	X	X	Owners are responsible for routine cleaning of chimney siding and interiors; CCHA will repair damages provided the owner has not conducted unapproved construction
Exterior Light Fixtures	X	X	CCHA is responsible for the maintenance to the security lights on the front and rear of units; Owners are responsible for the maintenance and replacement of porch light fixtures and repair or replacement of lampposts
Driveways	X		Owners are responsible for the maintenance and replacement of unit driveways
Parking Pads	X	X	CCHA is responsible for the maintenance and replacement of parking pads owned by CCHA; Owners are responsible for the winter maintenance of the resident parking pads
Foundational Walls	X		Owners are responsible for any repairs to foundational walls, whether they serve an individual Unit or are shared with an adjoining Unit
Retaining Walls	X		Owners are responsible for any repairs or replacements of retaining walls on the property
<b>UTILITIES &amp; PLUMBING</b>			
Water Lines	X		Owners are responsible for the lines that serve their Unit from the provider's main line to the output within their Unit
Electric Lines	X		Owners are responsible for the lines that serve their Unit from the provider's main line to the output within their Unit
Gas Lines	X		Owners are responsible for the lines that serve their Unit from the provider's main line to the output within their Unit
Sewer Lines	X		Owners are responsible for the lines that serve their Unit from the provider's main line to the output within their Unit
Cable Lines	X		Owners are responsible for the elective installation of cable service (CCHA approval required if wires are to be hung on the building exterior rather than buried)
Satellite Dishes	X		Owners are required to submit request for addition of a satellite dish to the property; (CCHA approval is required prior to installation in any location)

Item Description	Owner	Association	Comments
LANDSCAPING & GROUNDS			
Trees and shrubs	X		Owners are responsible for the maintenance, removal, and replacement of trees, shrubs, flowers, and other plants on their properties; CCHA reserves the right to require the pruning or removal of trees
Grass Cutting		X	CCHA will provide grass cutting to Common Areas and Unit yards; Owners are required to keep yards free of items which would encumber mowing
Pest Control	X	X	CCHA will provide bee control to Common Areas; and ground pest control to some Common Area plants and grasses as needed; services beyond this scope are the responsibility of the unit Owners
Special treatments	X	X	CCHA will provide fertilization to the Common Areas and yards surrounding units; fertilization, weed control, or grass seed outside of these treatments is the responsibility of the Unit Owner
OTHER			
Sidewalks	X	X	Owners are responsible for weather maintenance of the sidewalks to include shoveling and salting; CCHA is responsible for the repair and replacement of the community sidewalks that run parallel with the street
Storm Drains			Seven Fields Borough is responsible for storm drain maintenance
Mailboxes		X	CCHA will replace and repair mailboxes as needed; USPS is responsible for locks and keys

# CCHA Violation Fine Schedule

## Exhibit B of the Castle Creek HOA Rules and Regulations

DEGREE OF VIOLATION	CORRESPONDING NOTICE	ASSOCIATION ACTION
<p><b>First Occurrence</b></p> <p>A first occurrence of a violation is defined as a violation that comes to the attention of CCHA or management company and is the first occurrence of a violation of that nature at the offending property address.</p>	<p><b>Warning Notice of Violation</b></p>	<p><b>No fine</b></p>
<p><b>Second Occurrence</b></p> <p>A second occurrence is defined as a violation of a nature that has been noted previously on one occasion and the Owner informed with a Warning Notice. Failure to comply within the allotted time-frame provided in a Warning Notice constitutes a second occurrence.</p>	<p><b>Second Notice of Violation</b></p>	<p><b>\$25.00 applied to the Unit Owner's account</b></p>
<p><b>Third Occurrence</b></p> <p>A third occurrence is defined as a violation of a nature that has been noted previously on two occasions and the Owner informed with a Second Notice. Failure to comply within the allotted time-frame provided in a Second Notice constitutes a third occurrence.</p>	<p><b>Third Notice of Violation</b></p>	<p><b>\$50.00 applied to the Unit Owner's account</b></p>
<p><b>Fourth Occurrence</b></p> <p>A fourth occurrence is defined as a violation of a nature that has been noted previously on three occasions and the Owner has been most-recently informed with a Third Notice of Violation. Failure to comply with prior notices will constitute a fourth occurrence.</p>	<p><b>Final Notice of Violation</b></p>	<p><b>\$100.00 applied to the Unit Owner's account</b></p> <p>CCHA has the authority to correct the violation and apply the cost associated with such correction to the offending Owner's account.</p> <p>Police or Borough authorities will be notified if offense violates local ordinances.</p>
<p><b>Fifth Occurrence/Persistent Violation</b></p> <p>A fifth occurrence is defined as a violation of a nature that has been noted on four previous occasions and multiple notices have been provided to the Owner. Failure to comply or otherwise respond to the Final Notice of Violation will constitute a persistent violation and be addressed by a civil suit brought against the noncompliant Owner by the CCHA.</p>	<p><b>Legal Action</b></p>	<p>Association will submit the violation to an attorney for legal action to bring the property into compliance. Owners will compensate CCHA for any resulting damages or costs incurred as a result of the persistent violation, as well as the legal fees necessitated to correct the persistent violation.</p>