

Park Place Cranberry Association, Inc.
Restrictions and Rules
Revision 2 - Effective January 1, 2020

The following Restrictions and Rules shall apply to all of Park Place until such time as they are amended, modified, repealed, limited or expanded by the Board pursuant to Article III or Section 7.1(c) of the Declaration.

1. Restricted Activities

Restricted activities are listed in Section 3.6, "Use Restrictions", of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions as recorded on December 11, 2018.

2. General Rules

- a. Unit Owners shall be responsible for all damage to any other Units or to the Common Elements resulting from such Lot Owner's negligence or misconduct.
- b. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed or left on any Common Elements.
- c. No sign of any character shall be erected, placed, permitted, maintained or displayed upon any Lot except "For Rent" or "For Sale" signs, referring only to the Lot on which displayed, not to exceed six (6) square feet in size, and one sign to a Lot. Political signs are only permitted for 7 days before and 7 days after the Election Day.
- d. No sign of any character shall be erected, placed, permitted, maintained or displayed in any Common Elements other than identification signs for the planned community, and any sign placed in violation thereof may be immediately removed by the Declarant or Association.
- e. Driveways, sidewalks, patios and stoops shall be kept free of trash, trashcans (except for trash days) and debris. The sidewalks shall not be obstructed. Trash cans/recycle cans for townhomes must not be visible from any of the roads, alleys, and lanes. Trash cans are not permitted to be placed in the street or alleys.
- f. Trash receptacles/garbage/trash should not be placed at the curb until after 7:30 p.m. on the day prior to pick up.
- g. Trash receptacles must be removed from the curbside by 7:30 PM the day of the pick-up.
- h. Trash pick-up will be on the day specified by Cranberry Township.
- i. Reasonable front door and patio decorations are permitted providing they do not detract from the general appearance of the Units or Common Elements. Holiday decorations must be removed within a reasonable time after the holiday as determined by the Board.
- j. No laundry, clothing, etc. may be hung on deck railings or yard fences.

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- k. No permanent tent, carport or satellite dish exceeding twenty-four inches (24") or one (1) meter in diameter shall be used, constructed or erected upon any Lots. Any storage shed constructed upon any Lot shall be placed only in the rear yard and must be approved in writing in accordance with Declaration Article IV and shall be made of a material acceptable to the Association and Park Place Architectural Review Committee, but no metal shed shall be approved.
- l. No commercial vehicles, construction, or like equipment or mobile trailers, stationary trailers, boats, boat trailers, recreational vehicles, motor homes, campers or motorcycles of any kind shall be stored or parked on any Residential Unit or lot, nor on the Common Elements except while parked in a garage completely enclosed, nor parked on any residential street in Park Place except while engaged in transporting to or from a residence in Park Place. Personal vehicles with commercial signage are not permitted to be parked on any Residential Unit or lot, nor on the Common Elements except while parked in a garage completely enclosed, nor parked on any residential street in Park Place except while engaged in transporting to or from a residence in Park Place. Parking of any type of vehicle shall not be permitted on any street, drive or entranceway located in or on Park Place except in designated parking areas as allowed by Cranberry Township ordinance.
- m. Each Lot Owner shall keep his Residential Unit and lot in a good state of preservation and cleanliness.
- n. Construction material, debris and such shall be adequately stored to prevent debris from being blown or transported on to any other lot or Common Elements.
- o. Owners are not permitted to place household trash/debris within any construction dumpster not contracted/paid for by the owner, clubhouse dumpsters, street trash cans or any other type of private trash receptacle.
- p. Lamp posts and bulbs must be illuminated and kept in good working order, and shall be maintained by property owner for the safety and aesthetics of the Planned Community.

3. Traffic and Parking

- a. Only licensed motorized vehicles are allowed in driveways and streets.
- b. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets; no vehicle shall be stored under protective covering in the driveways or streets.
- c. No vehicle which is inoperable, due to damage or mechanical failure, or which is not bearing a valid license plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will be towed at the owner expense.

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- d. All vehicles must be operated within Park Place at speeds not in excess of the posted speed limits and in a safe manner.
- e. All vehicle audio, sound or radio systems must be operated at a reasonable volume level.
- f. No vehicle belonging to a Lot Owner or guest of a Lot Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from Park Place, impede or prevent access to any driveway on Park Place, or violate Cranberry Township parking ordinances.
- g. All persons operating a vehicle must do so in accordance with these Restrictions and Rules and all Pennsylvania and Cranberry Township traffic laws and ordinances.
- h. No skateboards, All Terrain Vehicles, or any other vehicles deemed to be unsafe or dangerous by the Association Board may be operated within Park Place.
- i. Parking in the Clubhouse and Pool parking lot is restricted to Owners and their Guests while they are using the Clubhouse and/or Pool facilities. Visiting Guest and Model Home parking is not permitted. Overnight parking in the Clubhouse and Pool Parking lot is prohibited and vehicles are subject to being towed at the owners' expense.
- j. No vehicle belonging to a Lot Owner or guest of a Lot Owner shall be parked on any common property that is not specifically designated for parking.

4. Pets

- a. Pets may be maintained on a Residential Unit and lot so long as the pet or pets are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal, uncontrolled or unreasonable crying, barking, scratching, offensive hygiene or odor, aggressive or threatening behavior or an unreasonable number of pets (see item 1(d)). No pets may be maintained outside the Lot. Cats shall not be permitted to run free on the Common Elements nor any other Owners' lot.
- b. All pets must be registered and inoculated as required by law.
- c. Each Owner shall indemnify and hold harmless the Association from any claims, demands or suits made as a result of the action of their (or their tenant's, guest's, etc.) pets.
- d. Pets must be leashed and accompanied by a responsible adult at all times.
- e. Owners must comply with all ordinances of the Township of Cranberry governing pets.
- f. Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.

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- g. Owners must promptly clean up their pets' droppings.
- h. The Association may require the permanent removal of any pet violating these rules upon not less than fifteen (15) days written notice to the Owner.

5. Guests and visitors

- a. Guests and visitors must obey all Governing Documents.
- b. Owner must supervise his family members, guests, invitees and visitors at all times while they are on the property subject to the Declaration.
- c. The Association will not be liable for any injury or harm suffered by a family member, guest, invitee or visitor, or caused by a family member, guest, invitee or visitor while they are on the property subject to the Declaration.
- d. No guest is permitted to use the Clubhouse, indoor or outdoor Clubhouse facilities, or Pool without being accompanied by an Owner.

6. Prohibited Uses

In addition to uses which are inconsistent with applicable zoning ordinances, or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, the following uses are prohibited within Park Place:

- (a) trailer courts, mobile home parks, and recreational vehicle campgrounds;
- (b) No structure designed for use in extracting oil or natural gas shall be located upon the surface of any part of the Real Estate, except that nothing herein shall preclude the operation of automobile service stations or water wells, to the extent permitted under the Architectural Guidelines and approved pursuant to Article IV.
- (c) junk yards, scrap metal yards, automobile used parts and/or dismantling operations and sanitary landfills, except that nothing herein shall preclude recycling centers established solely for the collection and sorting of household recyclable materials provided that the same are not unsightly;
- (d) commercial excavation of building or construction materials, except in the usual course of construction of improvements;
- (e) dumping, storage, disposal, incineration, treatment, processing, or reduction of garbage, or refuse of any nature, except as is incidental to the use, operation and ownership of any property (or a portion thereof) in accordance with these Restrictions and Rules and in a manner which is not unsightly and does not result in noxious odors emitting from the subject property;

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- (f) lumberyards, sawmills, or outdoor storage of building or construction materials (except in the usual course of construction on the site where stored);
- (g) flea markets, and ongoing fire and bankruptcy sale operations;
- (h) truck terminals and truck stop-type facilities (specifically excluding loading docks and similar facilities incidental to the use, operation and ownership of any property or a portion thereof in accordance with these Restrictions and Rules);
- (i) massage parlors, and any establishment which offers entertainment or service which includes nude or partially dressed male or female persons;
- (j) any industrial use; and
- (k) "adult entertainment uses," which term shall mean, for the purpose of these Restrictions and Rules, any theater or other establishment which shows, previews, or prominently displays, advertises, or conspicuously promotes for sale or rental: (i) movies, films, videos, magazines, books, or other medium (whether now or hereinafter developed) which is rated "X" by the movie production industry (or any successor rating established by the movie production industry) or is otherwise of a pornographic or obscene nature; or (ii) sexually explicit games, toys, devices, or similar merchandise.

7. Prohibited Conditions

The following shall be prohibited at Park Place:

- (a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Park Place;
- (b) Structures, equipment or other items on the exterior portions of a Residential Unit or lot which have become rusty, dilapidated, unsightly, or otherwise fallen into disrepair; and
- (c) Sprinkler or irrigation systems or wells of any type which draw upon open water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within Park Place, except that Declarant and the Association shall have the right to draw water from such sources and the PPRC pursuant to Article IV may, in its discretion, approve a private water well on certain Units which the PPRC determines to be of sufficient size to accommodate a well without adversely impacting neighboring property;
- (d) Satellite dishes, antennae and other similar devices for the transmission of television, radio, satellite, or other signals of any kind, except that: (i) Declarant and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of Park Place, and (ii)(a) antennae or satellite dishes designed to receive direct broadcast satellite service which are under one meter or less in diameter; (b) antennae or satellite dishes designed to receive video programming

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services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; or (c) antennae or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, *provided that* any such Permitted Device is placed in the least conspicuous location on the Unit in which an acceptable quality signal can be received and is screened from the view of adjacent Units, streets and Common Elements in a manner consistent with the Community-Wide Standard and the Architectural Guidelines, and subject to the further limitation that no antennae or satellite dishes shall be permitted, nor installed, in any location on the Common Elements. Damages, if any, done or suffered to any part or portion of Common Elements by the installation of an antenna or satellite dish shall be repaired or replaced by the Association, and all costs, fees and expenses incurred by the Association to repair or replace the damaged Common Elements shall be levied back as an assessment against the Unit owned by the Owner who installed the antenna or satellite dish.

8. Leasing of Units

"Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Residential Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, rent, service, gratuity, or emolument. All leases must be in compliance with the Covenants and shall be in writing and shall have an initial term of at least one year (twelve months). Notice of any lease, together with such additional information as may be reasonably required by the Board, shall be given to the Board by the Unit Owner within 7 days prior to the execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, Restrictions and Rules, and Clubhouse & Pool Rules & Regulations. Leases must provide that the lessee and all occupants of the leased Residential Unit are bound by, and obligated to comply with, the Governing Documents. The Owner must provide the Association with a complete copy of the signed lease for a Residential Unit at least 7 days before the lessee moves into the Residential Unit.


- a) Leases must provide that all occupants are related and specify the maximum occupants as follows:
 - Two (2) Bedroom Townhome – 4 persons
 - Three (3) Bedroom Townhome – 6 persons
 - Three (3) Bedroom Single Family Home – 6 Persons
 - Four (4) & Five (5) Bedroom Single Family Homes – 8 Persons
- b) Leases must include Attachment 1, Park Place Cranberry Association, Inc. lease addendum.

9. Permitted Equipment

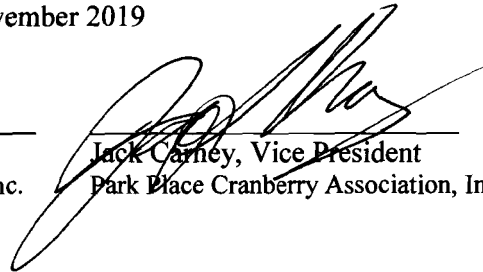
Notwithstanding the foregoing, basketball hoops, swing sets and similar sports and play equipment shall be permitted provided the same are located in the rear yard of the Residential Unit, are approved by the Park Place Architectural Review Committee in accordance with Declaration Article IV, and are not otherwise in violation of the Governing Documents.

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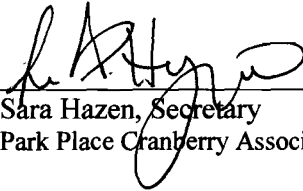
APPROVED this 25th day of November 2019



Andrew Drake, President
Park Place Cranberry Association, Inc.



Jack Carney, Vice President
Park Place Cranberry Association, Inc.



Sara Hazen, Secretary
Park Place Cranberry Association, Inc.

**PARK PLACE CRANBERRY ASSOCIATION, INC.
APPROVED LEASE ADDENDUM**

Unit Owner/Landlord's Name: _____

Unit Owner/Landlord's Address: _____

Tenant's Name: _____

Tenant's Name: _____

Address of Leased Unit: _____

This is an Addendum to the Lease dated _____, ___ 20___ between the Unit Owner and the Tenant(s). In consideration of the valuable services which the Unit Owner and Tenant(s) will receive, directly and indirectly, from the Park Place Cranberry Association, Inc. (the "Association") during the term of the Lease the Unit Owner and the Tenant(s) have signed this Lease Addendum with the intention that the Association will benefit from the terms and conditions of this Lease Addendum.

All references in this Lease Addendum to the "Governing Documents" include, collectively, the Amended and Restated Declaration of Restrictions, Covenants, Conditions and Restrictions for Park Place, a Planned Community, the Amended By-Laws of Park Place Homeowners Association, and Park Place's Restrictions and Rules, Park Place Clubhouse & Pool Rules and Regulations, Architectural Guidelines, Board Resolutions, Rules and the Park Place Traditional Living Pattern Book and the amendments thereof.

1. Governing Documents. The Tenant(s) confirm(s) that he, she or they have received full and complete copies of the Governing Documents from the Unit Owner.

2. Compliance with the Governing Documents. The Unit Owner and the Tenant(s) agree to fully and promptly comply with the Governing Documents, and any amendments of the Governing Documents, throughout the term of the Lease. The failure of the Tenant(s), if any, to comply with the terms and conditions of the Governing Documents will be a breach of the Lease.

3. Single Family Residence. The Unit Owner and the Tenant(s) acknowledge and agree that the leased Unit is a single family residence. The Tenant(s) further acknowledge and agree that he, she or they will use and occupy the leased Unit throughout the term of the lease only as a single family residence.

4. Notice of Violation of Governing Documents. The Association may notify the Unit Owner of any violations of the Governing Documents which may be committed by the Tenant(s) during the term of the lease. The Association may levy fines against the Unit Owner if the Tenant(s) commit any violations of the Governing Documents. The Unit Owner will be obligated to pay any fines levied by the Association and to correct, cure or resolve any violations which may be committed by the Tenant(s).

5. Non-Renewal of Lease. If the Association notifies the Unit Owner of three or more violations of the Governing Documents committed by the Tenant(s) within any twelve (12) month period, then the Tenant will be deemed to have committed a breach of the Lease which cannot be corrected, cured or resolved and the Association may notify the Unit Owner that the Lease may not be renewed or extended.

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If the Association notifies the Unit Owner that the Lease may not be renewed or extended, then the Lease and the tenancy must be terminated when the current term of the Lease ends.

6 Copy of Lease to Association. A full and complete copy of the signed Lease between the Unit Owner and the Tenant must be delivered to the Association within seven (7) days prior to the Tenant moves into the Unit. If the Lease is renewed or extended, or if any term or condition of the lease is amended, modified or changed, then a copy of the signed renewal or extension, as well as any addenda or other document amending, modifying or changing the Lease, must be delivered to the Association within seven (7) days prior to the renewal, extension, addenda or other document is signed.

7. Delegation of Power to the Association. The Unit Owner hereby delegates to the Association the nonexclusive power under the Lease, and under law with respect to the remedies for breach of the Lease, to exercise any of the remedies available under the Lease or prevailing law upon an uncured violation of the Governing Documents by the Tenant. However, the Association will not bear an obligation to exercise any such remedies. The pursuit of remedies by the Association shall not bar the Unit Owner from pursuing any remedies. The pursuit of remedies by the Unit Owner shall not bar the Association from levying fines nor from pursuing any other remedies it may possess. The costs, fees and expenses, including attorneys' fees, incurred by the Association to exercise any of the remedies available under the Lease, prevailing law or the Governing Documents upon a violation by the Tenant will be levied by the Board against the Unit and shall be recoverable from the Unit Owner in the same manner as an unpaid assessment.

8. Association Charges and Assessments.

(a) If the Owner fails to pay any assessment, fee, fine, charge, interest, late charge, cost or expense levied or assessed by the Association, then upon thirty (30) days written notice to the Owner and Tenant by first class mail (the "Notice"), the Owner will be deemed to have consented to permit the Association to collect all the unpaid assessments, fees, fines, interest, costs, expenses and charges owed to the Association from the Tenant. If the Unit Owner does not file a written notice of appeal to the Association's Board of Directors within ten (10) days after the date of the Notice, then the Notice issued to the Owner and the Tenant shall also be deemed to operate as an attachment in favor of the Association of all rents due from the Tenant to the Owner. The Association may continue to collect the rents due from the Tenant to the Owner from month-to-month until all the assessments, fees, fines, interest, costs, expenses and charges owed to the Association by the Owner are paid in full subject however to subparagraphs (b) through (f) below.

(b) The Unit Owner may pay the unpaid assessments, fees, fines, charges, interest, late charges, expenses owed to the Association at any time, and the Association will then notify the Tenant(s) that the Tenant(s) may once again begin to pay rent to the Unit Owner.

(c) The total amount of the unpaid fees, fines, charges, interest, late charges, expenses, and/or assessments paid to the Association by the Tenant(s) will be credited by the Unit Owner against and will offset to the extent of the amount(s) paid by the Tenant(s) to the Association, the monthly rental installment, or installments, due to the Unit Owner under the Lease until all sums due from the Unit Owner to the Association are paid in full.

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APPROVED LEASE ADDENDUM

(d) In no event will the Tenant(s) be responsible for paying the Association in any one month an amount in excess of the monthly installment of rent due to the Unit Owner for that month.

(e) When the Tenant(s) have paid all the assessments, fees, fines, charges, interest, late charges, expenses owed to the Association by the Unit Owner, the Tenant(s) may once again start to pay rent to the Unit Owner.

(f) The power given to the Association in this Section 8 cannot be exhausted. The power given to the Association in this Section 8 will remain in effect throughout the term of the Lease, and any renewals or extensions of the Lease.

9. Condition of Unit. The Unit Owner confirms that the Unit is in good and habitable condition. During the term of the lease the Unit Owner will maintain the Unit in a good and habitable condition. The Unit Owner will, as may be necessary, and when requested by the Association, keep and maintain the Unit in a condition which complies with the Governing Documents.

10. Control. The Unit Owner and the Tenant(s) acknowledge and agree that the Governing Documents will control over the Lease and any renewals, extensions, addenda or other documents which may be signed by the Unit Owner and Tenant(s). Any term or condition of the lease, or any renewals, extensions, addenda or other documents which may be signed by the Unit Owner and Tenant(s) which is inconsistent with a provision of the Governing Documents will not be binding upon the Association for any purpose.

11. Controlling Law, Jurisdiction and Benefit. The Lease and this Lease Addendum have been made and entered into under and subject to the laws of the Commonwealth of Pennsylvania. The Unit Owner and the Tenant(s) agree to remain at all times subject to the laws of the Commonwealth of Pennsylvania and the exclusive jurisdiction of the Courts of Butler County, Pennsylvania.

12. Entire Agreement. There are no material terms of the agreement between the Unit Owner and the Tenant(s) which are intended to benefit the Association which have not been fully incorporated into this Lease Addendum.

UNIT OWNER/LANDLORD SIGNATURE(S):

TENANT SIGNATURE(S)

Date: _____

Date: _____

----- END OF DOCUMENT -----