

# **Summit Station Neighborhood Association**

## **RULES AND REGULATIONS**

**Welcome to your home at Summit Station. These rules and regulations are in addition to the Declaration and Bylaws recorded in Allegheny County for Summit Station Neighborhood Association, Inc. These rules and regulations may be revised from time to time and additional information added and distributed at any time.**

**In order to maintain a pleasant home and community for all unit owners, these rules and regulations are extremely important and are intended for the comfort of all unit owners.**

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## 1. Pet Policy

The Board of Directors for Summit Station Neighborhood Association (Summit Station) has determined it necessary and appropriate for the protection of the health, comfort, safety and general welfare of the unit owners to adopt a pet policy to minimize insurance risks and sanitation concerns in your community. Based upon this, the following policy is in effect to protect the unit owners, their property, and the property of the association.

Except for domestic aquarium type fish, not more than three (3) household pets may be kept by a Unit Owner in any Unit (or a renter in a Unit's owner) provided (i) that such animals are not kept for commercial purposes, and (ii) do not in the judgment of the board constitute a nuisance to others. No animals are permitted to urinate on, and or, near, or by shrubbery and mulched areas. All unit owners that desire to have a dog and/or cat to be kept on his or her premises shall first submit a written registration for approval, in accordance with the following guidelines.

- A. Dog Registration form, which shall require the unit owner to assume full responsibility for all actions of the dog, shall be submitted to the **Board of Directors for approval**.
- B. In addition to the registration form, each unit owner shall supply to the Board of Directors a current copy of a veterinarian health certificate, proof of a current Dog License, proof of a current rabies vaccine and photograph of the dog.
- C. Each dog being kept on the premises may be viewed by the Board of Directors to examine the dog's temperament and be identified as that which is listed on the dog registration form and all other required documentation.
- D. All unit owners shall be responsible for always keeping their dog/cat on a leash when taking pet to the required pet walk area, cleaning up after their animal, for preventing their dog from barking excessively so as not to disturb the peaceful environment of the community and/or preventing the dog from causing or creating any other nuisance activity on the property.
- E. Visiting Dog Policy: Any unit owner or visitor of a unit owner must **obtain prior consent from the Board of Directors** when the visitor brings a dog to the community for a period of more than 24 hours. The owner of the unit where the dog is visiting must accept full responsibility for the visiting dog. All visiting dogs are to follow all Pet Policy rules and regulations.
- F. Other than the Pet Washing Station, no pets are to be in the pool area or the clubhouse at any time.
- G. All pet droppings must be picked up **IMMEDIATELY**. This rule will be strictly enforced, and fines will be enforced on violators. If a unit owner is caught not cleaning up after their animals in any common element or limited common element the Board of Directors may enforce a fine not to exceed five hundred dollars (\$100.00) per offense.

First Offense - \$25.00 Assessment  
Second Offense - \$50.00 Assessment  
Third Offense - \$100.00 Assessment

These assessments are due within 10 days of the assessment and could result in a lien upon your property if not paid.

## **2. Garages**

Other than a small propane tank used for gas grills, or a 2.5 gallon or smaller gas can, storage of flammable or combustible material of any kind is strictly prohibited in the Unit, Garage, Limited Common Area or Common area unless stored in accordance with City or Township ordinances. (See #15 – Safety and Precautions).

Garage Doors are to remain closed other than when exiting and/or entering the garage, or while cleaning the garage.

## **3. Vehicles**

Except for vehicles being used by persons providing services to the Declarant, the Association, the Unit Owners or otherwise used or authorized in writing to be used at the Association Property by the Declarant, no part of the Association property may be used for the parking of any trailer coach, house trailer, mobile home, automobile trailer, camp car, recreational vehicle, camper, 1 ton or larger commercial truck, 1 ton or larger pick-up truck, boat, boat trailer or any other similar vehicle (collectively, the “Special Vehicles”), unless such Special Vehicles are parked in a garage of the Unit Owner who owns such Special Vehicle and the garage door of such Unit Owner is completely closed at all times when a Special Vehicle is parked therein. Operative vehicles other than Special Vehicles used by a resident of a Unit as a primary source of transportation may be parked in the assigned Limited Common Areas and Facilities designated as parking spaces for such Unit Owner or in any garage space owned by the Owner of such Unit. However, the residents of any one residential Unit may not collectively park more than two (2) operative vehicles other than Special Vehicles on the Association Property. Inoperative vehicles may not be parked on the Association Property unless these inoperative vehicles are parked in a garage with the garage door completely closed. No auto maintenance and/or repairs may be performed on the Association Property except if performed inside the garage of a Unit Owner with the garage door closed.

Other than a 2.5 gallon or smaller gas can, absolutely no vehicle is permitted that has external fuel tanks (regardless if empty) and/or other combustible material, either attached or detached to the vehicle. Violators will have their vehicle tagged with a notice of violation. Any vehicles that are not removed after tagging, will be towed at the owner’s expense.

## 4. Parking

Parking is only permitted in designated parking areas.

Obstructing the accessibility of a unit owner's driveway and/or garage may result in immediate towing of the vehicle at the vehicle owner's expense.

## 5. Common Areas

Nothing shall be permitted in the designated common elements and limited common elements without the written consent of the Association. The Association will remove all personal property left on common and limited common elements and any damage caused to these unattended items will not be the responsibility of the association but rather the unit owner. Young children shall not be permitted to engage in activity on any common element without the supervision of a parent or guardian.

## 6. Laundry or Rubbish, Open Fires in Common Areas and Facilities

To maintain a uniform and attractive exterior appearance to the Association, no furniture or furnishings, such as by way of illustration and not limitation, tables, chairs umbrellas, planters, or carpets, may be placed on any patio, balcony or covered entrance that are not for the purpose of outside use. The Board of Directors has overriding authority to have anything removed that it does not believe is appropriate in maintaining a uniform and attractive appearance.

Up to one bird feeder per unit is permitted, however, the Board of Directors has the authority to have a bird feeder removed if it results in unwanted rodents/pests, and/or creates a nuisance or impacts the limited common area of another owner or the common area of the community.

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Limited Common Areas, Common Areas and Facilities (patios, porches, screened porches, etc.)

The Limited Common Areas, Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials. **Trash/garbage cans are to be stored in the garage at ALL times other than the evening before and the day of the designated trash removal day.**

No open fires shall be permitted on any part of the Association Property other than fires in gas grills or other similar cooking devices located within the Limited Common Areas and Facilities provided it does not violate any local governmental rules and regulations.

**Single Family Attached Homes** – Only propane gas or electric grills may be used on the ground floor level and must be moved at least 10 feet from the building before use. No Charcoal Grills are permitted to be used/stored at Single Family Attached Homes.

**Single Family Detached Homes** – Charcoal, Propane gas and electric grills are permitted for use at Detached Family Homes.

**THE ASSOCIATION STRICTLY ENFORCES PROPER DISPOSAL OF TRASH ON THE PROPERTY GROUNDS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO CIGARETTE BUTTS, PAPER TRASH OR ANY MATERIAL DISCARDED BY A UNIT OWNER OR UNIT OWNER’S GUEST WHILE ON PROPERTY GROUNDS. FINES WILL BE ENFORCED ON VIOLATORS, NO EXCEPTIONS.**

## **7. Peaceful, Quiet Enjoyment**

At ALL times, it is the Unit Owners responsibility to conduct himself/herself and require their guests to conduct themselves in a manner that will not disturb his neighbors “Peaceful Enjoyment” of the premises.

In addition, extreme quiet hours for our community are from 11 PM to 8 AM.

## **8. Trade or Business**

Unit owners are prohibited from conducting trade or business from dwelling unit unless it is not detectable by sight, sound, smell or frequency of visitors to the property. The South Park Noise Ordinance states “Individuals and entities must not create noise that is plainly audible at a distance of 50 feet and is disruptive to any person of normal sensitivity.”

## **9. Improvements/Alterations**

Unit owners contracting for interior repair or additions, which require contact with the structure of the building, or any alteration and or improvement which services more than one unit-owner, are required to obtain **prior written approval by the Board of Directors**. Prior to consideration by the Board of Directors, unit owner must furnish a detailed scope of work, and contractor information including a Certificate of Insurance, and minimum of 1,000,000 General Liability coverage. Unit owner assumes full responsibility for approved improvement/alteration by signing a hold harmless/indemnification release prior to commencement of said contract work.

## 10. Fencing

These are general guidelines for residents who wish to submit fence design/ modification requests. No work, changes, or alteration are permitted until the request has been officially approved in writing.

Design Guidelines:

- For Single Family Detached homes only.
- Only 4'6" tall black aluminum fencing is permitted. This should be similar in style used on the community swimming pool and shown here.



- Fencing is only permitted behind the rear corners of the home.
- Fences should avoid easements. If the enhancement is permitted by the HOA and easement holder, the owner takes sole responsibility and liability for the removal & reinstallation of said fence should any work need to be conducted by the Declarant, HOA, Builder, Authority, or Utility companies with rights to these easements.
- Should grading work need to be conducted within an easement by the Declarant, HOA, or Builder on any lot with a fence, the owner of the fence shall be responsible for the removal and re-installation of said fence.

The requests must contain the following information in order to be reviewed:

- A plot plan of the property which contains the home, easements, side/ rear/ front yard setbacks, and a detailed design showing the fence request that is being made. Dimensions, shape, etc.
- Detailed specifications about the request:
  - o Exact dimension of the fence
  - o Exact locations should be shown on the plot plan mentioned above.
  - o Material should be black aluminum.

## **11. Landscaping**

No Unit Owner shall install any landscaping material to include mulching or rock, landscape edge or fencing, shrubbery, and/or plant any vegetable, herb garden in the Common Areas and Facilities unless the prior **written consent of the Board of Directors** is obtained. Unit owner assumes all responsibility to maintain said area, and The Association does not provide for landscape maintenance to additions of any kind made by the unit owner.

## **12. Distributing Materials and Picketing**

No person shall engage in the distributing of any materials on any portion of the Common Areas and Facilities without the prior **written consent of the Board of Directors**. Additionally, no person shall engage in any demonstration on any part of the Common Areas and Facilities, including but not limited to picketing of any Unit or any facilities which comprise the Association Property, marching on the Common Areas and Facilities, carrying Signs or gathering for the purpose of demonstrating without the prior written consent of the Association.

## **13. Exterior Surfaces of Buildings**

Unless otherwise approved in writing by the Association, Unit Owners shall not cause or permit anything to be hung, affixed or displayed on the inside and/or outside of windows, doors, walls or on the roof of any building, including, but not limited to, reflective-type materials, awnings, canopies, decorative door arrangements (except wreaths and decorations during the holidays), flags (except the American flag), radio or television antenna, and no sign (other than those described in the Declarations and Restrictions). Unit Owners shall not be permitted to hang any curtains, shades or other window coverings to be hung inside or outside any windows and/or patio doors which will show any color other than white or off-white tones on the outside.

## **14. Pool, Clubhouse and Amenities**

The Pool, clubhouse and common area amenities are for Unit Owners and their guests only. Unit Owners must accompany all guests to these facilities. Specific rules for the use of the pool and clubhouse are posted in the clubhouse and at the pool.

**Absolutely no pets are permitted in the clubhouse or the pool area at any time (except for pet washing station).**

The common areas of Summit Station are a smoke-free environment. No smoking is permitted inside the clubhouse, in the pool area, or within 25 feet of any common area property of the Association.

Any owner or guest of owner that damages any common area Association property will be charged for repair/replacement and may be banned from using the amenities in the future.

The clubhouse may be used during office hours as long as the activity is not disruptive to daily operations. Groups are limited to no more than 10 per party. Users and guests of the facilities are required to clean up after their use.

The clubhouse may be rented after office hours subject to the rules and regulations of the Clubhouse Rental Agreement.

## **15. Violation Fines and Assessments**

The Rules and Regulations are established by the Board of Directors in order to maintain a pleasant home and community for all unit owners. These rules and regulations are extremely important and are intended for the comfort of all unit owners.

Thus, any violation of the rules and regulations herein are subject to a fine of no more than \$100 as detailed below. (Second and Third Offense fines would be for a similar violation).

First Offense - \$25.00 Assessment  
Second Offense - \$50.00 Assessment  
Third Offense - \$100.00 Assessment

These assessments are due within 10 days of the assessment and could result in a lien upon your property if not paid.

The Board of Directors, on its behalf, has authorized the management company to enforce these rules and has bestowed them full power to assess the fines presented herein.

## **16. Payment of Assessments**

Monthly assessments are due the first of the month and are late if not received by the 10<sup>th</sup> of the month. There will be a 50% late fee assessed on the monthly association due if not paid timely.

Assessments must be paid electronically via Rentpayment.com or other payment application software that may be used in the future. No payments of cash, check, cashier's check or money order will be accepted at any time.

***Enjoy Your Beautiful Home at Summit Station!***