

# Hawthorne Commons Homeowners' Association

<b>Rules and Regulations</b>	APPROVED	EFFECTIVE DATE
	HCHA, President	<a href="#">June 2024</a>

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# Hawthorne Commons Homeowners' Association

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## Revision Summary

Revision	Description of Changes	Issue Date
1	Original issue	July 2008
2	Incorporation of amendments 1, 2, 3 and 4	August 2020
3	Incorporation of amendment 5	June 2024

## 1.0 Introduction

Homeowners of Hawthorne Commons recognize that neighbors have varying personal interests that are of equal importance with their shared responsibility for community property and overall community value. With those two values in mind, Hawthorne Commons Homeowners Association, Inc. (HCHA) sets forth Rules and Regulations intended to reflect the need for both individual preferences and community-wide interests. Ultimately, Rules and Regulations developed in accordance with the HCHA Declaration and By-laws are meant to maintain or increase the financial value of the properties owned within Hawthorne Commons. The overall community value is reliant of the Association and on individual homeowners.

The most dominant and lasting thoughts of the community by visitors, potential buyers and current homeowners are related to that of visual impressions. Individual pride in homes and community are most apparent through visual appearance. Certainly other factors add to and detract from neighborhoods and their value, but virtually all neighborhoods of increasing property value can demonstrate their pride in the community through a strong pride in their homes.

A reflection of that pride is not only the beauty of the community but also the neighborliness of the community. Neighbors, who interact with one another, when possible, can and will perpetuate the friendliness that is a warm and appealing community. This interaction is the logical first step to remove differences that may occur; the Rules and Regulations of the Association clarify neighborhood standards; and the Board of Directors of the Association resolves concerns.

These Rules and Regulations are intended permit individuality that improves the neighborhood while not infringing on other neighbors' individuality and rights. This balance can be awkward and can be difficult, because individuality, by definition, is based on the standards of individuals. But the Rules and Regulations' success creates a community where people are pleased to be. Ultimately, the neighborhood's overall well being is the goal of the Association.

In a community such as Hawthorne Commons, which is a hybrid between stand-alone homes and condominium style homes, it is important that neighbors recognize their impact on neighbors. Stand-alone homes can be landscaped and decorated in totally different styles and approaches; condominiums must restrict all homeowners to a rigid commonality of appearance and practices. Hawthorne Commons is a combination that must accommodate both and take advantage of both. Visually, Hawthorne Commons must feature a continuity of complimentary styles, tied together by the in-place, unchanging architecture and established style of the homes. (Examples will be noted in the specific points of the Rules and Regulations.

In the final analysis, Hawthorne Commons chooses to be a community of friendly, helpful neighbors living in pleasant, tastefully attractive homes. Rules and Regulations are established to guide the community in that direction and maintain and enhance the property values of the homeowners. When the Rules and Regulations cannot resolve differing points of view that emerge from individuals, the Board of Directors and its Committees have mechanisms in place to reach resolution. However, it is the hope of the Hawthorne Commons Homeowners Association that neighbors live as neighbors to accomplish the overall shared responsibility of community value.

## 2.0 Definitions

Various terms used throughout the Rules and Regulations of Hawthorne Commons need to be defined and understood, in order that all homeowners view the community's Rules and Regulations from the same perspective. Several key terms are:

**Common Area** - Those areas of the community shared by all homeowners. The Common Area includes the clubhouse, pool, picnic area and pavilion, gazebo, land outside of the privacy wall at Mars-Crider Road, and all other areas not included within the individual deeds of homeowners. Common areas also include portions of the driveway area, indicated on the recorded plan as being within the boundaries of a particular lot which have not been accepted by the borough of Seven Fields as public roads, all as set forth in the HCHA Declaration.

**Declaration** – Declaration of covenants, easements and restrictions developed in accordance with the Pennsylvania Uniform Planned Community Act (68PA, C.S.A. § 5101 et. seq.), setting forth the rights and responsibilities of the homeowners and association

**Limited Common Area** - Those areas of the community that are included within the individual deeds of a homeowner and which are visible outside the residence. This would include exterior walls, windows, shrubbery areas, and those areas of lawn or wooded land between and adjacent to homes, all as set forth in the HCHA Declaration.

**Personal Property** - Tangible property, not attached to any structure, owned by a homeowner or others associated with the homeowner.

**HCHA** – Hawthorne Commons Homeowners Association is the group of individuals who have an ownership interest in lots within Hawthorne Commons Plan of Lots. The Hawthorne Commons Homeowners Association is made up of all Owners and is represented by its elected Board of Directors.

**Homeowners** – Those individuals that own homes within the Hawthorne Commons Plan of Lots. Homeowners, Unit Owners and Owners are one in the same and are members of the HCHA.

**Home** - Where the term "home" may be used within these Rules and Regulations, that term refers to a lot in the Hawthorne Commons Plan of Lots recorded at the Butler County Plan Book, 192, Pages 31-34. The term "home" is interchangeable with the term "unit."

**Unit** - Where the term "unit" may be used within these Rules and Regulations that term refers to a lot in the Hawthorne Commons Plan of Lots recorded at the Butler County Plan Book, 192, Pages 3 1-34. The term "Unit" is interchangeable with the term "Home."

### 3.0 HCHA Responsibilities

The HCHA responsibilities for maintenance, repair and replacement throughout Hawthorne Commons are set forth in the Declaration and are summarized in Appendix A, Summary of HCHA/Owner Responsibilities. In general, the HCHA is responsible for the maintenance, care, repair, servicing and replacement of our community's shared property and structures, grounds and the exterior of our Units. These responsibilities are detailed below:

#### 3.1 General

**Compliance:** The HCHA is responsible for meeting the requirements of governmental bodies relative to maintenance, modification or repairs of the common areas, limited common areas, and unit exteriors.

**Insurance:** HCHA shall purchase a blanket property and liability insurance policy covering all Common Areas, Limited Common Areas and Units of members of the association. Said insurance policy shall provide coverage only on the building as a whole. It is expressly stated that the insurance coverage will include all fixtures included in the Unit at the time of purchase and will not extend to or include the Homeowner's personal property within said building, improvements or betterments made to the buildings by the individual homeowner or personal liability of the individual Homeowner for incidents occurring within their unit. Premiums for the above outlined policy shall be paid for from the dues collected from each Homeowner and shall not be assessed as an additional cost above and beyond routine monthly assessments. The deductible on this insurance will be at least \$500, with Homeowners responsible for the deductible amount.

**Memorial Contributions:** In the instance of the death of a Homeowner, spouse, child and/or other fulltime family resident, the Board may elect to make a charitable contribution consistent with the wishes of the decedent's family. Such contributions shall be limited to the amount of \$100.

**Owner Requests:** Improvements to landscaping, planting or exterior decor will require approval of the HCHA Grounds Committee on behalf of the Board of Directors, as described in detail above. The Board of Directors, itself, will serve as a final point of appeal and final decision-maker if disagreement exists between the Grounds Committee and an individual Homeowner.

The Grounds Committee or Buildings Committee must review new Owner requests during their next scheduled meeting and either reach a decision or contact the requesting Owner for additional information or possible site review. Final Committee decisions must be submitted in writing to the Board and kept on file.

#### 3.2 Common Areas

The community's shared areas, buildings and structures making up the Common Areas shall be maintained, improved and replaced when necessary by the HCHA. These HCHA responsibilities shall include the following:

**Clubhouse:** The Clubhouse shall be maintained and repaired as necessary by the HCHA. The HCHA will decorate and maintain the community's meeting room and associated kitchen facilities in a tasteful and clean manner. The carpeting will be cleaned and replaced when necessary by the HCHA. The HCHA shall maintain the HVAC equipment, kitchen appliances, plumbing fixtures and systems, electrical

systems, and all portions of the structure in good condition and when necessary repair or replace them.

Like the exterior of all Units, the HCHA shall maintain, repair and replace when necessary all exterior portions of the Clubhouse. This will include the painting and/or staining of all siding, trim, soffit, fascia, and doors. The HCHA will also maintain, repair and replace when necessary all windows, doors, roofing, gutters and downspouts associated with the clubhouse.

**Driveways:** The driveways, connecting from the borough streets to the Units, shall be repaired as needed, sealed periodically, and replaced if needed by the HCHA.

**Entry Monuments:** The community's entry monuments and signs shall be maintained by the HCHA to ensure a pleasant welcome to those entering our community. When necessary, the HCHA will repair and/or replace these monuments and associated signs.

**Fences:** The fences throughout the community's common grounds shall be maintained, repaired and replaced when necessary by the HCHA. The maintenance shall include periodic painting.

**Gazebo:** The gazebo shall be maintained and repaired as necessary by the HCHA. The maintenance will include periodic painting and/or staining. The structure and roof of the gazebo will be maintained, repaired and replaced when necessary by the HCHA.

**Mailboxes:** All mailboxes shall be the responsibility of the HCHA. The HCHA shall ensure the mailboxes are maintained in good condition and in accordance with the appropriate US Postal regulations.

**Parking Areas:** Parking areas at the Clubhouse and throughout the community shall be repaired as needed, sealed periodically, and replaced if needed by the HCHA.

**Pavilion:** The pavilion shall be maintained and repaired as necessary by the HCHA. The maintenance will include periodic painting and/or staining. The cement slab, structure and roof of the pavilion will be maintained, repaired and replaced when necessary by the HCHA. The barbeque grills located at the pavilion will be maintained, repaired and replaced when necessary by the HCHA.

**Perimeter Sidewalks:** Sidewalks throughout the community shall be repaired and replaced as necessary by the HCHA.

**Privacy Wall at Mars-Crider Road:** The privacy wall located at the north end of the community at Mars-Crider Road will be maintained and repaired by the HCHA.

**Retaining Walls:** Retaining walls located throughout the community's landscape will be maintained and rebuilt if necessary by the HCHA.

**Swimming Pool:** The swimming pool including the concrete decking, pool liner, pool bottom, filters, pumps, heater, deck furniture, security fence and other associated accessories will be maintained, repaired and replaced as necessary by the HCHA.

### 3.3 Grounds

The community's grounds are comprised of both Common Areas and Limited Common Areas that shall be maintained, improved and replaced jointly by the HCHA and the Unit Owners. The HCHA share of these joint responsibilities will be overseen by the Board of Directors through the Grounds Committee and includes the following:

**Lawn Care:** The HCHA shall be responsible for grass mowing, edging and trimming of sidewalks and planting beds, fertilizing, and uniform treatments needed to maintain healthy lawns throughout our community. Seasonal care such as the application of lime and aeration shall also be the responsibility of the HCHA. The HCHA shall be responsible for the care of all lawns located in both Common Areas and Limited Common Areas.

**Mulched Beds:** The HCHA shall be responsible for periodically edging and applying fresh mulch to the mulched areas directly adjacent to our Units, around trees throughout the community, and to mulched areas throughout the common areas (e.g. clubhouse, gazebo, community entrances). Proposed expansions of the original mulched beds adjacent to our Units are not discouraged but must be submitted to and approved by the Board's Grounds Committee before any changes can be made.

**Shrubbery:** The HCHA shall be responsible for the trimming, fertilizing and spraying of all shrubbery located throughout our community. Should an Owner desire to trim the shrubbery adjacent to their Unit, the Owner may contact the Grounds Committee to request that the HCHA not trim their shrubbery. In this case, the Owner is responsible for maintaining their shrubbery in a condition consistent with the rest of the community. The HCHA shall be responsible for removing and replacing shrubbery if necessary located in the Common Areas. The Unit Owners are responsible for removing and replacing shrubbery located in the mulched areas directly adjacent to our Units.

**Snow Removal:** The HCHA shall be responsible for the removal of snow from driveways and parking areas throughout the community. Driveway snowplowing will be done to within two (2) feet of garage doors or any parked automobile. The HCHA shall also remove snow from perimeter sidewalks within 24 hours after snows greater than 2 inches in accumulation.

**Trees:** The HCHA shall be responsible for the care, trimming, fertilizing, spraying, removal and replacement of any and all trees located outside of the mulched areas directly adjacent to our Units so as to provide an aesthetically pleasing appearance. Seasonal care such as the removal of leaves shall also be the responsibility of the HCHA.

The HCHA shall be responsible for the trimming, fertilizing, and spraying of trees located in mulched areas directly adjacent to our Units. Removal and replacement of trees in mulched areas directly adjacent to our Units if needed is the responsibility of the Unit Owner.



### 3.4 Unit Exteriors

The responsibilities for maintaining the exterior of our Units in good condition in a uniformly approved manner are shared between the HCHA and Owners. The HCHA responsibilities shall include the following:

**Brick Siding:** The brick siding on the exterior of our Units will be maintained and repaired by the HCHA.

**Decks:** The HCHA is responsible for maintaining wooden decks by applying protective wood sealers when regularly scheduled trim paint is applied. If the Owner chooses to apply sealants more frequently, he or she must use a wood sealer and stain that is approved by HCHA. This will allow for a visual consistency throughout the community. Notification of the approved stain color will be provided to all Homeowners by the Buildings Committee. Repair of damage to decking, stairs and railings due to Owner actions shall be the responsibility of the Owner. Replacement of wooden decks shall be done when necessary by the Owner in a style approved by the HCHA.

**Entrance Doors:** The HCHA is responsible for periodically painting Unit exterior entrance doors.

**Gutters and Downspouts:** The gutters and downspouts on all Units will be maintained, repaired and replaced if necessary by the HCHA.

**Patios:** Periodic maintenance, including sealing, staining and/or repair of cracks, of concrete patios is the responsibility of the Owner. Replacement of the concrete patios shall be done when necessary by the Owner as approved by the HCHA. Damage to patios due to the application of salt and other chemicals shall be repaired by the Owner.

**Roofs:** The roof system of the Units including sheathing, roofing paper, ice guard, flashing, and shingles shall be maintained, repaired and replaced when necessary by the HCHA.

**Siding Boards:** The HCHA is responsible for maintaining siding boards on the Units and will apply paint and/or stain on a periodic basis. Necessary repairs to Unit siding will be done by the HCHA. If the Owner chooses to paint and/or stain the Unit siding more frequently, he or she must use the approved paint and/or stain by type and color. The type and color of paint and/or stain is available through the Buildings Committee.

**Soffit, Facia and Trim Boards:** The HCHA is responsible for maintaining soffit, facia and trim boards on the Units and will apply paint and/or stain on a periodic basis. Necessary repairs will be done by the HCHA. If the Owner chooses to paint and/or stain the Unit's soffit, facia and trim boards more frequently, he or she must use the approved paint and/or stain by type and color. The type and color of paint and/or stain is available through the Buildings Committee.

**Unit Sidewalk:** Sidewalks connecting a Unit's driveway to its patio or deck shall be repaired and replaced as necessary by the HCHA.



***Walls-Retaining:*** HCHA is responsible for the cost of the care, maintenance and replacement of those retaining walls abutting public sidewalks. HCHA is also responsible for the cost of care, maintenance and replacement of those retaining walls abutting driveways.

## 4.0 Owner Responsibilities

The Owner responsibilities for maintenance, repair and replacement throughout Hawthorne Commons are summarized in Appendix A, Summary of HCHA/Owner Responsibilities. The exterior structures of Hawthorne Commons are shared structures, designed and built within an overall community theme. The exterior structures are to remain unchanged in terms of style, structure, color and total compatibility with other adjoining and nearby units. Owner responsibilities consistent with and in support of this overall theme are detailed below:

### 4.1 General

**Alterations:** Homeowners may not make any permanent alteration, removal, addition or improvements to the exterior of their units without written approval of the HCHA Board of Directors. Unauthorized changes may be reversed by HCHA at the expense of the violating Homeowner. Examples of property alterations requiring Board approval include but are not limited to roof fans, satellite dishes, sprinkler systems and invisible pet fences.

Owners are responsible for assuring their Unit's compatibility within the community in the event of accidental or incidental damage to their Units, beyond any damage covered by the HCHA community insurance policy. (Examples of damage that are the responsibility of the Homeowners: damage to exterior trim, garage doors, patio gates and fencing, decking, broken windows and those areas potentially damaged during the daily course of living in a Unit or through ordinary wear and tear.)

**Owner Requests:** Owner requests for building improvements and alterations will require review and approval by the Buildings Committee on behalf of the Board of Directors. Improvements to landscaping, planting or exterior decor will require approval of the HCHA Grounds Committee on behalf of the Board of Directors.

The Buildings Committee and Grounds Committee will review new Owner requests during their next scheduled meeting and either reach a decision or contact the requesting Owner for additional information or possible site review. Final Committee decisions must be submitted in writing to the Board of Directors and requesting Owner and kept on file by the HCHA.

The Board of Directors, itself, will serve as a final point of appeal and final decision-maker if disagreement exists between a Committee and an individual Homeowner. Any approved alterations must be completed within one year of approval.

**Insurance:** Each Unit Owner shall purchase and maintain insurance for interior Unit improvements, contents, public liability and third party property damage. Cancellation of any insurance policy required to be purchased and maintained shall be reported immediately to the Association. The cost of any repair or replacement in excess of the insurance coverage provided by the Unit Owner shall be the responsibility of each such Unit Owner and shall constitute a charge and lien against such Owner's Unit. The Association shall be named as a coinsured under the provisions of each and every such policy. All proceeds issued by the insurer shall be applied to the replacement and restoration of any property damaged or lost.

HCHA shall purchase a blanket property and liability insurance policy covering all Common Areas, Limited Common Areas and Units of members of the association. The current policy expressly states that the insurance coverage will include all fixtures included in the Units at the time of purchase and will not extend to or include the Homeowner's personal property within said building, improvements or betterments made to the buildings by the individual Homeowner or personal liability of the individual homeowner for incidents occurring within their unit.

Premiums for the above outlined policy shall be paid for from the monthly assessments collected from each Owner and shall not be assessed as an additional cost above and beyond routine monthly assessments. Deductible on this insurance will be at least \$500, with the affected individual Owner responsible for the deductible amount.

**Resale Certificate:** When selling a Unit in Hawthorne Commons, Owners must initiate a request to the Board of Directors or property manager for a "Resale Certificate" which assures the Homeowner's financial compliance with HCHA dues payments and overall compliance with all applicable HCHA Rules and Regulations.

#### 4.2 Common Areas

While the HCHA retains the responsibility for maintaining and improving the community's shared areas, buildings and structures, the Owners are encouraged to make full use of these common facilities and respectfully share them with others. Owner responsibilities associated with the Common Areas include the following:

**Clubhouse:** Use of the Clubhouse by Owners is encouraged. Use of the Clubhouse shall be in accordance with Appendix C, HCHA Clubhouse Rental Policy.

**Pavilion:** Use of the Pavilion by Owners is encouraged. Use of the Pavilion shall be in accordance with Appendix D, HCHA Pavilion Use.

**Perimeter Sidewalks:** Removal of snow from perimeter sidewalks for light snowfalls (<2 inches) is the responsibility of the Owner.

**Swimming Pool:** Use of the Pool by Owners is encouraged. Use of the Pool shall be in accordance with Appendix B, HCHA Pool Rules.

#### 4.3 Grounds

The community's grounds are comprised of both Common Areas and Limited Common Areas that shall be maintained, improved and replaced jointly by the HCHA and the Unit Owners. Owners within Hawthorne Commons will have differing degrees of interest in outside gardening, landscaping and decorating. These Rules and Regulations recognize those varying degrees of interest. Owners with no interest should remain confident that HCHA grounds will be maintained to the original standards of the Hawthorne Commons plan. Owners who prefer to be personally involved in their unit's landscaping should be confident they can be involved, as long as they create continuity with their immediate neighbors' landscaping and the overall community plan, as a whole. The Owners' share of these joint responsibilities includes the following:

**Landscaping Changes:** Homeowners will not make changes to their originally installed landscaping, to any Limited Common Area or to Common Area without prior written consent of the Grounds Committee.

Owners with Units on the perimeter of Hawthorne Commons - adjacent to walls, hillsides, streets and exterior boundaries of Hawthorne Commons - may consider and propose landscaping improvements to their property using the following process. Proposed improvements must a) be agreed to by their immediate neighbors who share the visual affect of the changes, b) result in no additional maintenance costs to the HCHA, as a whole, and c) be approved by the HCHA Grounds Committee.

Homeowners may propose trees, plantings and other landscaping within the Limited Common Area, following the same approval process as outlined above.

If circumstances arise wherein a Homeowner has gained approvals and expanded his/her landscaping but no longer personally maintains those improvements, it may become necessary for HCHA's Grounds Committee to evaluate the need for an additional maintenance assessment. Such a step would involve the specific Owner and the Grounds Committee, with the Board of Directors serving as the final decision-maker, if agreement is not reached between the Owner and Committee.

**Landscaping Guidelines:** In order that all Hawthorne Commons grounds be well groomed and to avoid potential maintenance costs and assessments, all Owners will follow Board-approved guidelines for landscaping maintenance and grooming. These guidelines will be regularly distributed to Homeowners by the Grounds Committee.

**Lawn Care:** The HCHA will contract with a landscaping service to assure uniformity of lawn care within the community.

**Mulched Beds:** Proposed expansions of the original mulched beds adjacent to our Units are not discouraged but must be submitted to and approved by the Board's Grounds Committee before any changes can be made.

**Outdoor Decorations:** Decorative sculptures, ornaments, seasonal and American flags mounted on the exterior wall of Units, benches and other items are permitted in mulched area, on patios, on decks and in the lawn of the Limited Common Area, as long as neighbors are in agreement. Arriving at such an agreement assumes that neighbor-to- neighbor conversations will take place about the specific decorative item(s). Disagreement over such practices should be directed to the HCHA Grounds Committee, in writing, with concerns specified.

**Shrubbery & Plantings:** Homeowners are responsible for the general care, watering and replacement of shrubbery and plantings in the mulched beds adjacent to their own Units. Board approval is necessary for replacement plantings that differ from the originally installed package. Should an Owner desire to trim the shrubbery adjacent to their Unit, the Owner may contact the Grounds Committee to request that the HCHA not trim their shrubbery. In this case, the Owner is responsible for maintaining their shrubbery in a condition consistent with the rest of the community. The Unit Owners are responsible for removing and replacing shrubbery located in the mulched areas directly adjacent to our Units.

Planting may occur within the confines of the originally installed, mulched beds to include annual and perennial flowers, flowering plants and other plants. Such minor improvements will not require HCHA approval, as long as the original landscaping remains and additional plants complement the existing package.

**Snow Removal:** Removal of snow on Unit patios, decks, and walkways and steps leading to them, and from driveways extending two feet from the garage doors to them are the responsibility of the Owner. Removal of snow from perimeter sidewalks for light snowfalls (<2 inches) is the responsibility of the Owner.

**Trees:** Removal and replacement of trees located in the mulched beds directly adjacent to the Units is the responsibility of the Unit Owner with approval of Board of Directors.

#### 4.4 Unit Exteriors

The responsibilities for maintaining the exterior of our Units in good condition in a uniformly approved manner are shared between the HCHA and Owners. The Owners responsibilities shall include the following:

**Air Conditioner Condenser Units:** Owners are responsible for maintaining and replacing when necessary their air conditioner condenser units.

**Decks:** The HCHA is responsible for maintaining wooden decks and will apply protective wood sealers when regularly scheduled trim paint is applied. If the Owner chooses to apply sealants more frequently, he or she must use a wood sealer and stain that is approved by HCHA. This will allow for a visual consistency throughout the community. Notification of the approved stain color will be provided to all Homeowners by the Buildings Committee. Replacement of wooden decks, stairs and railings shall be the responsibility of the Owner and done in a manner approved by HCHA. Patio and deck sun shading is limited to seasonal, temporary umbrellas and swing/glider awnings.

**Electric Outlets and Light Fixtures:** Owners are responsible for maintaining and replacing when necessary all exterior electric outlets and light fixtures.

**Entrance Doors:** Owners are responsible for maintaining and replacing when necessary entrance doors and associated hardware (e.g. locksets).

**Fireplace Vents:** Owners are responsible for maintaining and replacing when necessary their Unit's fireplace vents.

**Garage Doors:** Owners are responsible for maintaining and replacing when necessary garage doors and all associated hardware (e.g. door openers, springs).

**Patios:** Periodic maintenance, including sealing and/or staining, of concrete patios is the responsibility of the Owner. Damage to patios due to the application of salt and other chemicals shall be repaired by the Owner. Replacement of patios shall be the responsibility of the Owner and done in a manner approved by the HCHA. Patio and deck sun shading is limited to seasonal, temporary umbrellas and swing/glider awnings.

**Outdoor Post Lamps:** Owners are responsible for maintaining outdoor lamps adjacent to their Units in working order at all times.

**Roof Power Ventilators:** Owners are responsible for maintaining and replacing when necessary their Unit's roof power ventilators.

**Siding Boards:** The HCHA is responsible for maintaining siding boards on the Units and will apply paint and/or stain on a periodic basis. If the Owner chooses to paint and/or stain the Unit siding more frequently, he or she must use the approved paint and/or stain by type and color. The type and color of paint and/or stain is available through the Buildings Committee.

**Skylights:** Owners are responsible for maintaining and replacing when necessary their Unit's skylights.

**Soffit, Facia and Trim Boards:** The HCHA is responsible for maintaining soffit, facia and trim boards on the Units and will apply paint and/or stain on a periodic basis. Necessary repairs will be done by the HCHA. If the Owner chooses to paint and/or stain the Unit's soffit, facia and trim boards more frequently, he or she must use the approved paint and/or stain by type and color. The type and color of paint and/or stain is available through the Buildings Committee.

**Storm Doors:** Owners are responsible for maintaining and replacing when necessary their Unit's storm doors.

**Utility Lines:** Owners are responsible for the repair, maintenance and replacement of service (utility) lines serving their Unit and lot. If such repair, maintenance or replacement causes damage or disturbance to landscaping and/or structures on or off of the Owner's property, the Owner whose Unit or lot is served/benefited by the repair, maintenance or replacement shall be responsible for restoring the landscaping and/or structure to its condition prior to the disturbance or damage. Such repair, maintenance or replacement shall be done as promptly as possible, with as little interference as possible to other Homeowners. This statement of Owners responsibility shall not be construed to create, change or remove any easement which presently exists at Hawthorne Commons (by recorded document, by implication or otherwise). In the event of a need for repair, maintenance or replacement of service (utility) lines which serve more than one Unit/lot, each affected Homeowner shall be responsible for the appropriate pro rata share of the cost of repairs, maintenance or replacement, with the calculation of each Owner's share to be the responsibility of the affected Owners. No Owner shall unreasonably prohibit or hinder another Owner in the repair, maintenance or replacement of service (utility) lines.

**Walls-Retaining:** Owners are responsible for the cost of the care, maintenance and replacement of retaining walls surrounding mulched areas in the yards of their units.

**Water Spigots:** Owners are responsible for maintaining and replacing when necessary their Unit's water spigots.

**Windows:** Owners are responsible for maintaining and replacing when necessary their Unit's windows and screens.

## 5.0 General Rules and Regulations

### 5.1 Rules of Conduct and Use

1. The sidewalks, entrances and all of the Common Areas and Limited Common Areas must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from Units; nor shall any carriage, velocipede, bicycle, wagon, shopping cart, chair, bench, table, toy or any other object of a similar type and nature be stored thereon. Homeowners shall be responsible for the removal of accumulated snow and ice on all sidewalks and entrances to or on their respective Unit.
2. The personal property of all Homeowners shall be stored within their respective Unit, not on their decks and/or patios. This excludes deck or patio furniture, grill and firewood (discussed below).
3. Garbage cans, milk bottles or other articles may not be placed on the decks, and/or patios.
4. Linens, clothing, curtains, rugs, mops, towels or laundry of any kind or other article, may not be hung from any of the windows, doors, deck railings or patio fences. Such items are to be kept within with railing or fenced areas and not exposed to any part of the Limited Common Areas or Common Area.
5. The Limited Common Areas and Common Areas shall be kept free and clear of all rubbish, debris and other unsightly material.
6. The Limited Common Areas and Common Area shall be used in accordance with the Rules and Regulations established by the Homeowners Association.
7. The pool and clubhouse shall be used in accordance with Association Rules and posted notices.
8. Any firewood stored outside by a Homeowner shall be stored in a neat and orderly manner on his/her own patio or deck.
9. Refuse and garbage cans shall be placed curbside no earlier than dusk, the evening before pick up by the community's disposal vendor.
10. Refuse and garbage cans shall be stored within the unit (garage) by dusk the day of removal by the community's disposal vendor. (The regulation must also take into account that all Homeowners may not be at Unit within that time period. If that is the case, neighbors may prefer to move refuse cans from the curbside to the unit's garage door or patio area.)
11. If a Unit Owner would like to lease his/her Unit after the minimum two year residency requirement is met, the Owner shall file a request with the HCHA. If the maximum number of permitted rentals in the community is not exceeded, the HCHA will grant the request for a period of 60 days. If the Unit is not rented in the granted time period, the Owner is required to file another request. The HCHA will approve requests based first on the date of request and second the length of residency. All lessors shall comply with section 6.2 of the Declaration.



## 5.2 General Neighborhood and Community Appearance

12. No radio antenna, television antenna, aerial, or other similar device or wiring shall be installed without the prior written consent of HCHA and which consent may include restrictions or requirements placed on the Homeowners. Any device approved by the HCHA must also comply with FCC regulations. A Homeowner who installs or erects any aerial, antenna or wiring without the prior written consent of HCHA shall be liable for the removal of such at the cost of the homeowner for whose benefit the installation was made.
13. Unless prior consent is given by HCHA, no sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or fixed in, on or upon any part of the property or any part of a Unit by any homeowner, except as follows:

**For Sale Signs.** Signs advertising the sale of a Unit may be placed at the number signs adjacent to the driveway leading to the Unit that is for sale. Such signs shall list the number of the Unit, followed by the words "For Sale" and shall be obtained from the Association upon payment of a deposit of \$100.00, which deposit shall be refunded upon the return of the sign, undamaged. The selling owner may place a second sign in the window of the Unit or in the mulch bed adjacent to the Unit. The sign placed in the mulch bed shall comply with specifications adopted by the Board. Illustrations of the signage are attached hereto as Exhibits A and B. All For Sale signs shall be removed within 48 hours of completion of execution of a contract of sale for the Unit.

**Open House Signs.** Signs advertising a temporary open house may be placed on appropriate common and limited common areas such as the entrances to Hawthorne Commons, appropriate intersections and in front of the sale property. Such signs may be displayed one hour before and after the open house.

**Garage/Moving Sale Signs.** Such signs may be displayed only in front of the Unit in which the sale is occurring, and at each entrance to Hawthorne Commons. The signs may be displayed one hour before the sale and must be removed within one hour of the conclusion of the sale.

**Party Signs.** Signs indicating a party may be placed in front of "party residence" or the clubhouse one hour before the start of the party and must be removed within an hour of conclusion of the party. Except as provided herein, the Rules and Regulations continue in full force and effect, and failure to comply with this as all other Rules and Regulations shall be strictly enforced.

14. Seasonal decorations (i.e. wreaths, flower boxes, etc.) are permissible but must be removed within 30 days of the season's conclusion.
15. All windows shall have installed drapes/curtains/blinds of a tasteful neutral decor, so as to present a "lived-in appearance when viewed from the exterior. "Neutral" is defined as a color that is compatible with the homes' exteriors - beige, tans, whites, creams - rather than dark, contrasting colors.
16. Garage doors are not to be left open while homeowners are away.
17. No swing sets, playhouses, storage sheds, outbuildings, sporting apparatus or similar structures are permitted in or on the Limited Common Area or Common Areas.

18. No fences, other than privacy fences supplied originally by the developer, may be erected. This does not prohibit invisible fences that require Board approval.
19. No yard or spot lights over 100 watts are permitted to be on after midnight except for security, street lights if erected, maintained by HCHA or Seven Fields Borough or for illuminating the American Flag, which requires lighting, if flying 24 hours a day. Any instance of external lighting negatively affecting a neighbor should be resolved between neighbors. If not resolved, the issue may be taken to the Building Committee.
20. Only normal and usual domestic household pets will be permitted in the units if so desired by the owner. Homeowners are not permitted to keep pets housed outside their respective unit. In no event shall any pet be penned or permitted to run free in any outside area and must be leashed at all times. All pets must be properly licensed and vaccinated. No homeowner shall permit his/her animal to disturb any other homeowner or guest. Pet owners must remove any excrement of a pet immediately after it has been deposited. Pets shall not be permitted to urinate within or abuse other homeowner's Limited Common Area. If the pet becomes a nuisance or threat to any homeowner, then, upon written application to HCHA, a majority vote of the Board of Directors may order the permanent removal of the pet from the premises. The owner of said pet shall permanently remove the pet from Hawthorne Commons within 15 days after receipt of such order.
21. No homeowner shall make or permit any loud noises by himself, his family, servants, employees, agents, and visitors, especially outside radios, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other homeowners. No homeowner shall play or allow to be played any musical instrument or audio/visual device in his/her unit in a manner that would create an annoyance to other homeowners. No homeowner shall conduct, or permit to be conducted, vocal or instrumental instruction that disturbs or annoys any homeowner at any time.
22. Any nuisance or any use or practice which is a source of nuisance to homeowners and interferes with the peaceful possession and proper use of the homes by homeowners shall be prohibited. No homeowner shall permit any use of his/her unit or make any use of the Common Areas or Limited Common Areas which will increase the rate of insurance upon any part of the property or which is in violation of the HCHA Rules and Regulations.
23. No unlawful use shall be made of the premises or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
24. No homeowner shall bring or shall permit or suffer to be brought into or kept in any unit or patio, Common Area or Limited Common Area any highly flammable or combustible, or any explosive or otherwise extra-handling, fluid, material, chemical or substance except those in common use for ordinary household purposes and otherwise in compliance with any law, ordinance, rule or regulation of any governmental body having jurisdiction thereof.
25. The use of driveways shall be limited to parking of currently licensed and inspected automobiles in operating condition. Commercial vehicles (those primarily used for business purposes), campers, boats, trailers, motor homes or recreational vehicles may not be stored in any driveway area. No major repairs may be made to automobiles or other vehicles in any of the parking areas, driveways, roads or elsewhere. "Major repairs" are defined as those requiring that a vehicle remain out of a garage overnight.

26. As a courtesy, homeowners and guests are requested not to park on the streets. Parking is not permitted, in any cul-de-sac, public turn around area, around mailboxes or on the "shared" portion of any driveway. Short term "event" guest parking is permitted at those locations, abiding by Borough ordinances. Parking is absolutely prohibited on grassy areas and sidewalks. Residents are encouraged to use the Clubhouse parking area for short term parking when events are not being held at the Clubhouse.
27. Any complaints regarding the maintenance and condition of the Common Areas shall be reported to the property manager. Any complaints regarding the action of HCHA or its officers, agents, employees, or independent contractors, or of any other homeowners or any member of his/her family, guest, employees, or independent contractors shall be made in writing to the appropriate HCHA Committee, which shall be granted a reasonable time (except in emergencies) to study and act upon the complaint.
28. Homeowners and their guests will comply with signs posted in the Common Areas.
29. Homeowners and their guests will comply with signs and rules posted in and around the Hawthorne Commons pool area.
30. Homeowners are permitted to conduct business in their Units. These business activities shall not interfere with or create an annoyance to other homeowners by increasing traffic, parking, noise, and pollution.

### **5.3 Financial Responsibility**

The expense of performing the routine physical maintenance and renewal, together with all costs of administration, insurance, services, and enforcement of these rules and regulations, shall be funded by a uniform monthly assessment to be paid to the HCHA as consistent with the By-Laws. All members shall pay these monthly assessments within thirty (30) days of the due date stipulated by the Association. Nonpayment of these monthly dues shall be subject to procedures as stipulated in the By-Laws and Appendix E of these Rules and Regulations.

It is recognized that the regular monthly assessment may not be sufficient to fund certain desirable or necessary large projects. In such instances, special assessment may be levied against all members, in accordance with the Declaration and By-Laws. Such special assessment shall be subject to the same enforcement procedures as the regular monthly assessment.

## 6.0 Enforcement of Regulations

HCHA assumes the best of intentions on the part of every homeowner, and where failure to observe a rule does occur, HCHA assumes that it may be due to misunderstanding or oversight without intention to willfully violate, and in such case HCHA aims to provide guidance and, where appropriate, provide sanctions. Enforcement procedures, however, must be in place to provide for those few cases which require measures that protect the interests of all. Therefore, the following policy and procedure shall be followed for reporting and enforcing violations of any of the HCHA Rules and Regulations.

### Reporting Violations:

To be acted on by the Board, all alleged violations of the HCHA Rules and Regulations must be documented in writing and signed by the person reporting the violation. The reported violation should be corroborated if possible by another person or be easily visible to the inspection of the Board or its representative. The written report of a violation shall be in the form of a letter, note, or a report from the HCHA's management representative. The letter or report must state 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/or unit of the offending party.
5. The name and unit address of the person reporting the violation.
6. A statement that the reporting person actually observed the violation.
7. The reporting person's signature.
8. Any other information that may aid the Board in resolving the alleged violation.

### Notification and Enforcement of Violations:

If an alleged violation is properly reported and independently corroborated, the following notification and enforcement procedure will be followed by the Board.

1. The Board, upon receiving a written complaint of any violation of any regulation, will notify the offending party of such violation, demand that the violation cease, demand that any damage caused by the violation be restored, and provide ten (10) days for the offending party to correct the violation.
2. If the violation is not corrected within the stated period of time, the Board shall once again notify the offending party of the violation and once again provide a ten (10) day time period for correction. The second notice will also state the following:
  - a. A description of the nature and place of the violation.
  - b. A demand that the violation immediately cease and that any damage to the Common Areas or Limited Common Areas be restored.
  - c. A statement that if the violation is not corrected within ten (10) days, then the Board may assess a fine at its next regular meeting.
  - d. A statement that the offending party may request a hearing prior to the assessment of a fine. If a hearing is desired, the offending party must request

a hearing, by writing the Board or its representative, no later than five (5) days prior to the next regular meeting.

- e. A warning that the HCHA may take corrective action and charge the homeowner for such action.
3. If the offending party ceases the violation and repairs or restores any areas damaged by the violation within the ten (10) day time period, the matter will be considered closed.
  4. If the offending party requests a hearing, the Board may request the HCHA's attorney be present at the hearing. If the offending party does not attend the requested hearing or if the Board renders a decision against the offending party, attorney's fees associated with the alleged violation shall be assessed to the offending party as damages caused by the violation.
  5. The initial fine for a single violation shall be One Hundred Dollars (\$100.00). If the violation continues after the offending party receives notice of the Board's decision to impose the fine, the Board may assess an additional Ten Dollars (\$10.00) per day for each day the violation continues. The Board may assess fines greater than One Hundred Dollars (\$100.00) for multiple violations. Simple interest on the assessed and unpaid fees of any Unit owner shall accrue at a monthly interest rate of 1.5%.
  6. When accumulated, unpaid fines levied against an offending party reach Three Hundred Dollars (\$300.00) and a violation continues, legal action will be initiated by the Board to collect all outstanding fines, to enforce the rule, and collect all associated costs including damages, court costs, attorney fees, management fees, and miscellaneous costs of enforcement and collection from the offending party.

### Summary of HCHA/Owner Responsibilities

Description	Responsibility	
	HCHA	Owners
<b>Common &amp; Limited Common Areas:</b>		
Benches	X	
Clubhouse	X	
Driveways	X	
Entry Monuments	X	
Fences	X	
Gazebo	X	
Mailboxes	X	
Parking Areas	X	
Pavilion and Area	X	
Perimeter Sidewalks	X	
Pool including pumps, filters, decks, furniture, etc	X	
Privacy Wall @ Mars-Crider	X	
Retaining Walls	X	
<b>Grounds:</b>		
Lawns - Common & Limited Common Areas	X	
Lawns - Units	X	
Maintenance of Planting Beds	X	
Shrubbery, Trees and Plantings in Common Areas	X	
Shrubbery, Trees and Plantings in Beds adjacent to Unit		X
Snow Removal - Driveways & Perimeter Sidewalks when snowfall greater than 2"	X	
Snow Removal – Driveways & Perimeter Sidewalks when snowfall less than 2"		X
Snow Removal - Unit Sidewalks & last 2' of Driveway		X
Trees - Common & Limited Common Areas	X	
<b>Unit Exteriors:</b>		
Air Conditioner Condenser Units		X
Brick Siding	X	
Staining of Decks including railings and stairs	X	
Replacement of Decks including railings and stairs		X
Electric Light Fixtures		X
Electric Outlets		X
Entrance Doors including locksets		X
Fireplace vents		X
Garage Doors		X
Gaslights		X
Gutters & Downspouts	X	
Patio Fences and Gates - staining and painting	X	
Patio Fences and Gates - repair and replacement		X
Patios – maintenance, repair and replacement		X
Roof (shingles, decking, flashing & natural vents)	X	
Roof power ventilators		X
Siding Board	X	
Skylights		X
Soffit & Facia	X	
Storm Doors		X
Trim Boards	X	
Unit Exterior/Structure Insurance	X	
Unit sidewalk	X	

Description	Responsibility	
	HCHA	Owners
Utility Lines from Unit to trunk lines		X
Walls-Retaining abutting driveways, sidewalks and common elements	X	
Walls-Retaining on mulched areas in yards		X
Water spigots		X
Windows		X



### HCHA Pool Rules and Regulations

- The pool is for the use of all homeowners, residents, tenants and their guests.
- Anyone under age 16 (resident/tenant or guest) must be accompanied at all times by a homeowner or tenant.
- Guests (16 years or older) must be accompanied by a homeowner, tenant or adult resident (18 years or older).
- The Homeowner/Tenant is responsible for all guests.
- HCHA provides no lifeguard supervision. All persons using the pool do so at their own risk. In the event of an emergency, call 911 on the “emergency phone” located in the bathroom hallway next to the First Aid Kit.
- The pool is open from 10 a.m. to 10 p.m. Homeowners, residents, and tenants may use the pool in the early morning hours for dedicated exercise programs.
- Monday, Wednesday and Friday, adult residents and adult guests only after 8:00 PM.
- No more than 12 persons per household permitted in pool and /or pool area at any one time. No more than 20 persons from one household in the pavilion at one time, unless registered with the property manager, are permitted.
- **DO NOT** use the pool when the “Pool Closed” sign is posted. This sign signifies that the pool is being serviced and could involve a health or safety issue.
- Members of the HCHA Board of Directors and the Pool Committee and homeowners are empowered to enforce these Rules and Regulations as necessary for the safety, health, welfare and comfort of those using the pool.
- The HCHA Board of Directors may restrict homeowners, residents, tenants and their guests from use of the pool for violation of these Rules and Regulations and shall have the right to enforce and, if necessary, levy fines for such violation. Any such fine is considered a common expense to be levied against the particular unit owner involved and collection and enforcement by the Board of Directors shall be in the same manner as the Board of Directors is entitled to enforce collections of common expenses.
- HCHA will not be responsible for any lost articles.
- No rafts, inner tubes or equivalent sized flotation devices in the pool are permitted at any time.
- Battery powered radios, sound equipment and TV’s are permitted only with the use of earphones. No electrical powered equipment is permitted in the pool area.
- Snacks and beverages in acceptable containers are permitted in the pool area provided all litter is removed. Full meals should be consumed in the pavilion area.
- No glass containers are permitted in the pool area.
- Any person having open sores, cuts or any communicable disease is not permitted to use the pool.
- Disposable diapers are prohibited in the pool. Children not yet toilet trained are required to wear leakproof pants in the pool.
- **NO DIVING   NO RUNNING   NO HORSEPLAY   NO HANDRAIL SLIDING**
- Pets are not permitted in the pool or pool area, the clubhouse, pavilion area or the common grounds.
- Smokers must provide containers for their ashes and butts.
- The entrance gate is to be kept closed at all times.
- Restrooms are provided in the clubhouse for the convenience of homeowners, residents, and guests. Please make sure the sink and toilet areas are cleaned after using the facilities.
- When leaving the pool, fold down the umbrellas, clean up your area and take any trash with you. **Please make sure you lock the outside door into the bathrooms and the entrance gate.**

## HCHA Clubhouse Use and Cleanup Rules and Regulations

The clubhouse at Hawthorne Commons is made available to individual homeowners for their personal, private events. However, to protect our common property from misuse or abuse, assure the safety of homeowners and their guests, avoid disturbance to the Hawthorne Commons community, and protect the Hawthorne Commons Homeowners Association, Inc. and its Board of Directors from liability, the following rules and regulations for its use shall apply.

### Use of the Clubhouse Building

- HOMEOWNERS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS.
- The cost of cleaning, repairing or replacing damaged or broken items will be borne by the homeowner. The cost will be taken from the \$250 deposit. Should the deposit be inadequate to cover the costs the resident will be assessed the balance.
- The clubhouse may NOT be used for any political, religious, business or money-making events except as specifically approved by the HCHA Board of Directors.
- Occupancy of the clubhouse for private use is limited to 70 persons.
- Parking is NOT permitted on individual or access driveways. The homeowner is responsible for notifying guests of the proper parking area.
- Use of the clubhouse does NOT include use of the pool, pool area, pavilion or common grounds.
- The homeowner is responsible to assure that NO alcoholic beverages are served to or consumed by minors.
- Nothing may be attached to the walls or doors using pins, nails, brads, tape, putty, etc.
- Use of the fireplace is NOT permitted.
- NO smoking is permitted in the building.
- NO pets are permitted in the building.
- Do NOT open doors or windows when the air conditioning or heat is in operation.
- You must provide all food, beverages, and supplies for your event.
- You may use HCHA kitchen equipment, however, you must take care that HCHA equipment is NOT taken away with your personal items.
- You may use HCHA folding tables and chairs. Notify the Clubhouse Use Coordinator of your needs.
- Cleaning supplies will be furnished. If you prefer NOT to cleanup after your event the HCHA Clubhouse Use Coordinator will arrange for cleaning at your expense.
- All persons using the clubhouse do so at their own risk. HCHA will not be responsible for accident or injury in connection with the use of the clubhouse. All accidents must be reported to the Board of Directors within 24 hours.
- The Board of Directors may restrict homeowners and their guests from use of the clubhouse for violation of these rules and regulations, and shall have the right to enforce and, if

necessary, levy fines for such violation. Any such fine is considered a common expense to be levied against the particular unit owner involved and collection and enforcement by the Board of Directors shall be in the same manner as the Board of Directors is entitled to enforce collections of common expenses.

### **Cleanup of the Clubhouse**

The Homeowner renting the clubhouse is responsible for cleaning up after their private event ensuring the following actions are taken:

#### **Restrooms:**

- Wipe water and debris from sinks and countertops
- Empty trash containers and replace bags
- Clean toilet seats and rim
- Mop floors
- Turn off all water faucets and toilets (nothing dripping or running)

#### **Kitchen Area:**

- Clean all counter tops, sink, stove, oven, microwave, and refrigerator
- Wipe any food/beverage spills from oven, microwave and refrigerator.
- Sweep/Mop floor in kitchen area and in front of island.
- Remove all food brought for your event from the refrigerator and freezer.
- Empty trash containers and replace bags
- Clean and put away any HCHA equipment used (coffee pot, utensils, etc.).
- Turn off all water faucets (nothing dripping)
- Launder and return all used dish cloths and towels
- Check items you are removing to be sure you have nothing from the HCHA kitchen.

#### **General:**

- Wipe off all tabletops and any chairs with food debris and spills.
- Arrange tables and chairs as you found them, returning tables and chairs to storage areas
- Vacuum carpet. Spots or stains on the carpet as a result of your event must be reported to the HCHA Clubhouse Use Coordinator.
- Remove any decorations used for your event, leaving no marks or holes on walls
- Close blinds in sitting area near fireplace.
- Remove all trash to **your unit** for trash pickup. Place clean trash bags in trash cans.
- Ensure thermostat is returned to posted settings
- Turn off all lights and ceiling fans.
- Close and lock all doors and windows.
- Review the cleanup checklist with the HCHA Clubhouse Use Coordinator.

### HCHA Pavilion Use

The Pavilion at Hawthorne Commons is made available to homeowners for their personal, private events, as well as regular community events, on a first come first serve basis except that a homeowner, planning an event for 12 or more persons shall be required to reserve the Pavilion for exclusive use by entering into a contract with the Association and paying a \$25.00 fee as well as a refundable deposit of \$100.00. Failure to comply with any or all of the Usage Rules set forth below will result in the Association's retaining the deposit or a portion thereof. Association use of the Pavilion shall take precedence over this contracted use or any shared use of the facility. In order to protect our common property from misuse or abuse, to assure the safety of the home owners and their guests, to avoid disturbance to the Hawthorne Commons Community and to protect the Hawthorne Commons Homeowners Association and its Board of Directors from legal liability, in all cases the following rules and regulations for use of the Pavilion shall apply.

#### General Usage:

- The Pavilion may NOT be used for any political, religious, business or money-making events except as specifically approved by the HCHA Board of Directors.
- The Pavilion is open from 10 a.m. to 10 p.m.
- HOMEOWNERS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR GUESTS and must be present at all times.
- Homeowners are expected to share the Pavilion with other homeowners and should not exclude others from its use.
- Individual homeowners may not use the Pavilion when HCHA events are scheduled.
- Homeowners and guests using the Pavilion shall park in the parking area adjacent to the Clubhouse and Pavilion. In the event that the parking area is filled, it is recommended that cars be parked on the east side of Sycamore Drive between the Pavilion and Mars-Crider Road. The homeowner is responsible for notifying guests of the proper parking areas.
- If the homeowner intends for guests to use the pool, the homeowner must be present in the pool area in accordance with the Pool Regulations.
- Use of the clubhouse restrooms are permitted and must be used in accordance with the Pool Regulations.
- For safety reasons, the gate to the pool area may not be propped open and must remain locked.
- The homeowner is responsible to assure that NO alcoholic beverages are served to or consumed by minors.
- The sidewalk from the parking area to the pavilion and pool is intended for pedestrian access. Pavilion users may not block access.
- Homeowners and guests may not restrict access to the pool from the parking area
- Nothing may be attached to the Pavilion structure using pins, nails, brads, tape, putty, etc.
- Pets must be on leash at all times. All animal refuse must be removed in a sanitary manner.
- Homeowners must remove all personal property from the Pavilion after each use.

- Pool area furniture may not be removed from the pool area for use at the Pavilion.
- All persons using the Pavilion do so at their own risk. HCHA will not be responsible for injuries incurred in connection with the use of the Pavilion. All injuries must be reported to the Board of Directors within 24 hours.
- The Board of Directors may restrict homeowners and their guests from use of the Pavilion for violation of these rules and regulations, and shall have the right to enforce and, if necessary, levy fines for such violation. Any such fine is considered a common expense to be levied against the particular unit owner involved and collection and enforcement by the Board of Directors shall be in the same manner as the Board of Directors is entitled to enforce collections of common expenses.
- Homeowners and guests are responsible for personal items brought to the Pavilion. The HCHA shall not be held responsible for damage to or loss of such items.

#### Cleanup of the Pavilion:

Clean all table tops and benches.

Wipe any food/beverage spills.

Sweep the floor.

Remove all food, beverages, and personal items brought for your event.

Clean the barbeque grills and remove ashes to your unit for trash pickup.

Arrange tables as you found them.

Remove any decorations used for your event.

Remove all trash to your unit for trash pickup.

Turn off all lights and ceiling fan.

## HCHA COLLECTION POLICY

The By-Laws of the Hawthorne Commons Homeowners Association ("Association") grant power to the Board of Directors ("Board") to conduct Association business, and the Declaration of Planned Community ("Declaration") grants the authority to levy assessments against unit owners.

The Association's economic well-being relies on the timely payment of dues, assessments and other allowable charges and it is the Board's duty to use its best efforts to collect funds owed to the Association.

The following procedures and policies will be used by the Association for the collection of assessments and other charges of the Association:

- 1) **ASSESSMENTS:** Amounts payable to the Association include, but are not limited to, Annual Operating Assessments, Maintenance Assessments, Specific Assessments, rules enforcement fees, repairs to the common area that are a unit owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.
- 2) **PAYMENT SCHEDULE:** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in four (4) installments on the first day of each designated period, or in monthly installments. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment. In no event shall a special assessment be due and payable earlier than sixty (60) days after the special assessment has been duly imposed. Regular and special assessments shall be delinquent if not paid within sixty (60) days after they become due.
- 3) **INVOICES:** The Association may, but shall not be required to, invoice a unit owner as a condition for a unit owner's obligation to pay regular assessments or other charges of the Association. Non-receipt of an invoice shall in no way relieve the unit owner of the obligation to pay the amount due by the due date.
- 4) **LATE FEES, NSF & INTEREST CHARGES:**
  - a) A late fee of \$35.00 shall be charged monthly on all delinquent balances that become forty-five (45) days past due.
  - b) A Non-Sufficient Funds (NSF) charge in the amount of \$35.00 or the actual fees charged to the Association's account will apply to any returned check.
  - c) Any balance older than 30 days will incur an interest charge of 1.5% per month, until paid.
- 5) **ORDER OF CREDITING PAYMENTS:** Payments received shall be first applied pursuant to the priorities outlined in Article 9 of the Declaration.
- 6) **PROCESS FOR DELINQUENCY NOTIFICATION:** For all balances exceeding \$50.00 that are forty-five (45) days past due, the Association may cause, but shall not be required to send the following notification:
  - a) **FIRST NOTICE** ("Friendly Reminder"). First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to a unit owner whose balance is forty-five (45) days past due.
  - b) **SECOND NOTICE** ("Late Notice"). Second Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other

charges that apply will be sent by First Class Mail to a unit owner whose balance is sixty (**60days**)days past due. **A late fee will be assessed and posted to the delinquent account fifteen (15) days after the SECOND NOTICE is sent.**

- c) **10 DAY DEMAND** ("First Warning Letter"). 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is seventy-five (75) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include, but are not limited to, filing a lien against the unit owner's property, a personal judgment against the owner and property foreclosure.
- d) **FINAL NOTICE** ("Final Warning Letter"). Final warning before the commencement of legal action will be sent by First Class Mail to an Owner whose balance is ninety (90) days past due. Unit owner will be informed that collection efforts will result in additional costs being added to the delinquent balance and that the matter will be reported to credit rating agencies. Collection efforts include, but are not limited to, filing a lien against the property, initiating foreclosure proceedings and pursuing a personal judgment.
- 7) **LEGAL SERVICES:** If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs. As provided by law, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters; (ii) legal expenses incurred; (iii) recording costs; (iv) costs incurred with title companies or foreclosure service providers; and (v) costs associated with small claims court actions (collectively "reasonable costs of collection").
- 8) **OTHER CHARGES:** The Association may charge the unit owner for:
- Fees charged by Property Manager to collect funds payable to the Association
  - Foreclosure action or deed in lieu of foreclosure
  - Notification, filing and satisfying liens
  - Enforcement of the Association's Rules, Bylaws, Declaration or Policies
  - Costs of litigation
  - Costs of repairs to the Association's common areas that result from the acts of owners, their tenants or guests
- 9) **PAYMENT AGREEMENT:** Neither the Association nor its designated agent has any obligation to accept partial payments on an account. Payment plan requests must be submitted in writing to the Board for approval. Any agreement entered into with the owner shall be reasonable, as determined solely by the Board, and for the purpose of assuring that the best interest of the of the Association is served. Failure of an owner to comply with a Board approved payment schedule shall give the Board and/or its agent the right to immediately continue the collection process without further notice to the unit owner. The Association may grant a waiver of any provision herein upon a written petition by a unit owner showing a personal hardship. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determined appropriate under the circumstances.



