

Sutphin Pines Community

Rules & Regulations

2020

Sutphin Pines Community Association Rules and Regulations

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I. ENFORCEMENT PROCEDURES

1. The Board has adopted and amended rules and regulations for the Association. Copies of these rules were distributed to Owners at the time rules were adopted or amended and are provided to all new owners when they take title to a Sutphin Pines Unit.

2. The Board shall provide copies of future rules and regulations adopted or amended to Owners.
3. The Declaration and Amended and Restated Bylaws contain certain use restrictions, rules and/or architectural control guidelines, which shall be enforced by the Board of Directors.
4. A violation of the Declaration, Amended and Restated Bylaws, rules, regulations, or restrictions will only be considered upon receipt of a signed, written complaint via regular mail. The written complaint should name the violator and outline the facts in detail. This complaint should be sent to Management. Violations, which are observed firsthand by a Management representative, can be processed as a complaint.
5. Management may first attempt to address a violation on a confidential basis by mailing a courtesy letter to the offending party. The letter will specify the nature of the violation and request correction (where appropriate) within a specified period of time not less than ten (10) days. A copy of this Resolution will be included with the letter.
6. If the violation has not been corrected within the specified time, or a second occurrence of the same violation occurs, a Notice of Violation will be sent to the violator advising that a rules violation fine assessment in accordance with the Fine Schedule has been levied, subject to a hearing with the Board of Directors, if requested in writing, within 30 days' of the date of the Notice of Violation. Said Notice of Violation will provide that the owner may appeal the decision by making a written request for a hearing before the Board of Directors within thirty (30) days of the date of the Notice of Violation. Said request should be forwarded to The Management Company. In the event a request for a hearing is received, the Board will send the Unit Owner written notice of a hearing to be held before the Board, containing the time and place of the hearing (which time shall not be less than ten (10) days from the giving of the notice). The homeowner cited will be entitled to present evidence or an explanation as to why he or she believes no violation has occurred. The Board or other appropriate person may present evidence or an explanation to substantiate the violation. After consideration of the matters presented, the Board will decide whether a violation has occurred, and will issue a written decision (including what fines may be assessed through the date of the hearing, or if appropriate, thereafter) within ten (10) days of the hearing.
7. If no written appeal or response is received or correction is performed within thirty (30) days after the second notification, a third letter will be sent to the violator advising that a rules violation fine assessment consistent with the Fine Schedule has been levied to their account.
8. If the situation should persist after the third letter, an additional rules violation fine in accordance with the Fine Schedule will be assessed to the violator every thirty (30) days until such time rules or regulation compliance has been achieved. Notification by management to homeowner of each subsequent fine shall be sent in writing via regular mail.

9. The Board of Directors reserves the right to assess a larger initial rules violation fine depending upon the severity of the infraction pursuant to the Fine Schedule. The Board of Directors, for certain continuing violations, may assess a continuing fine every thirty (30) days. Notice to the homeowner shall be provided in writing regarding the assessment of any fines pursuant to this provision.
10. The violation fine will be added to the Owner's account and therefore, if not paid, will be subject to late fees and collection as a delinquency or unpaid association fee. The Board of Directors may employ a collection agency to collect the fines.
11. Any costs incurred by the Board of Directors, including but not limited to attorney's fees, in enforcing its rules or regulations will become the responsibility of the Owner for the violation, in accordance with the Declaration.
12. The Board has the right to enforce, by any procedure of law or equity, all rules, regulations, restrictions or covenants contained in the governing documents or that it establishes within its power as provided by those documents.
13. Owners who lease their units are responsible for their tenants' actions and any resulting fines.
14. The decision of the Board following an appeal hearing shall be final. In addition to the foregoing, in the event of a violation of the Declaration, Amended and Restated Bylaws and/or Rules and Regulations, the Board of Directors may suspend the violating Owner's right to vote and membership privileges, i.e., use of Common Facilities, after notice and an opportunity to be heard.

II. FINE SCHEDULE

TRASH/RECYCLING VIOLATIONS – One warning followed by \$50.00 fine per violation

PET VIOLATIONS – One warning followed by \$50.00 fine; subsequent fines are \$100.00 per violation

ARCHITECTURAL REVIEW VIOLATIONS – One warning followed by \$250.00 fine; additional fine of \$500.00 if unauthorized modification is not removed or remediated within thirty (30) days

PORTABLE STORAGE CONTAINERS/MOVING VANS VIOLATIONS –\$150.00 fine plus \$25.00/day for every day it remains on the property without approval

DUMPSTER VIOLATIONS – One warning followed by \$150.00 fine plus \$25.00/day for every day it remains on the property without approval

ALL OTHER VIOLATIONS (unless otherwise specified) – One warning letter followed by a fine not to exceed \$50.00 every thirty (30) days until the violation is corrected.

III. LEGAL FEES AND LITIGATION

1. In all cases where the Board determines it necessary to consult and/or retain its attorney to provide legal services including litigation due to an owner's failure to comply with the Declaration, Amended and Restated Bylaws or Rules of Regulations, including, but not limited to, regarding applications of Owners to construct improvement or additions to their units or to change the exterior of any unit in any manner and in cases where the Board incurs legal expense in enforcing any violation by an Owner of any applicable rule, regulation or Bylaws of the corporation, the owner shall be required to reimburse the Association any and all such legal expenses including all fees and costs incurred by the Board and same shall be payable and collected in the same manner as the monthly association fee, in accordance with the Declaration.

IV. ARCHITECTURAL & LANDSCAPING GUIDELINES

The following Rules and Regulations are in effect for the common good of all the homeowners of the Sutphin Pines Community in order to maintain an attractive and safe community. All questions should be directed to the property management company.

All additions or alterations to the exterior of the home and/or landscaping shall comply with the guidelines specified in the Architectural and Landscape Standards document.

A. Exterior Alterations and Additions Generally:

1. No exterior additions or alterations are permitted without the owner first submitting an Architectural and/or Landscape Request Form to the Association and receiving written permission from the Sutphin Pines Community Association Board of Directors. The Architectural and/or Landscape Request Form should be sent to the Sutphin Pines Management Company.

To expedite the process, all requests shall include planned installation dates, proposed additions to the lot or dwelling, as well as a plan showing the location of the change and project plans showing the nature, kind, shape, height, materials, finish, and colors. Inclusion of a sketch/picture of the changes, product specifications, and product samples may be required. Furthermore, all requests shall include a copy of the licensed contractor's General Liability Insurance Certificate, naming the Association as an additional insured, Worker's Compensation Insurance Certificate in an amount required by Pennsylvania law, and Automobile Liability Insurance Certificate.

NOTE: Approval of any project by the Board does not waive the necessity of the Owner to obtain the required municipal permits. It is the Owner's responsibility to adhere to local building requirements. Please note that obtaining a municipal permit does not waive

the need for Board approval.

2. The board approves or denies requests only after they are reviewed and a recommendation is made by the Architectural Review Committee (ARC) or the Landscape Committee. The Board shall issue a written decision within forty-five (45) days of the date of receipt of the fully completed Architectural and/or Landscape Request Form.
3. The failure to properly submit the Architectural Request Form or receive approval prior to making any exterior additions or alterations may result in the imposition of a fine/fines, the filing of legal action, or the exercise of self-help, i.e., modification or removal of work done (at owner's expense) to become compliant with Board standards, in accordance with the Declaration, Amended and Restated Bylaws and this Enforcement Procedure. In any event, the Association will seek reimbursement of all attorney's fees and costs.
4. Should the request be denied, the owner may appeal the decision by making a written request for a hearing before the Board of Directors within ten (10) days of the date of the decision. Said request should be forwarded to the Management Company.
5. Any deviation from an approved plan or plans relative to the architectural and landscape review process and procedures may also result in the filing of legal action, the issuance of fines, or both, in accordance with the Enforcement Procedures and Fine Schedule.
6. Unit Owners who apply for and receive approval for architectural changes, additions and/or alterations are fully responsible for any damage caused to the Common Elements pursuant to the installation, maintenance, repair or replacement of same.
7. Exceptions obtained and approved by the Architectural Review Committee (ARC) and the Board prior to publishing this document will be grandfathered.

B. Landscape:

1. Residents may not plant any permanent or annual plants within the planted beds on Common Elements unless the owner obtains written approval by the Board.
2. Container plants are permitted, but not on the Common Elements. Dead material in containers must be cleaned up at the end of the season and containers stored out of sight.
3. Protective burlap or fencing is prohibited on all plantings.
4. No climbing material (such as ivy) is permitted to grow on painted surfaces, over brick walls, or on the Common Elements.
5. No faux plants or flowers are permitted on the Common Elements.

C. Vines, Creepers and Spreading Plants:

1. NO VINE, CREEPER OR ANY VARIETY OF SPREADING OR CLIMBING PLANT WILL BE ALLOWED ON COMMON ELEMENTS.
2. Any homeowner who has any of the above type of plantings in their walkways, patios or interior garden beds (front or back) must make sure that they do not spread or encroach onto or into any areas maintained by the Association. These areas include, but are not limited to, the common planting beds, the roofs, the community facilities or the lawn areas.

D. Guidelines/Standards for Bird Feeders/Bird Houses:

1. Bird feeders shall be permitted to be placed on common ground with a limit of one (1) bird feeder per unit. The bird feeders shall be permitted to remain outside the units for the entire year.
2. Bird feeders shall be only naturally dark colors and clear glass or plastic (e.g. black, brown but not yellow or red etc.) as to not draw attention to themselves.
3. One (1) bird feeder may be installed on a pole or stand no higher than six (6) feet tall with the birds feeder attached. Bird feeder may only be installed in the BACK of the units or on the SIDE for owners with end units, but no further than four (4) feet from the nearest house wall of the unit owner.
4. For sanitary reasons, all debris should be cleaned up around the bird feeders frequently. But no less than once each week.

**V. COMMON ELEMENTS, BUILDINGS
AND GROUNDS GENERALLY**

A. Use Restrictions

1. No garage sales, yard sales, auction, tag sales and/or similar activities are permitted.
2. No residents may place or store personal property on any part of the Common Elements.
3. Except for ingress and egress, garage doors are to be kept closed at all times.
4. Installation of television, cable, alarm systems, or other electronic equipment must have no wires or antennae visible on the exterior. Satellite dishes are allowed with written permission from the Board. Please refer to the Satellite Dish Application Disclaimer and Installation Guideline; a completed Satellite Dish Application Request Form must be

sent or delivered to Sutphin Pines c/o the Management Company and approved by the Board in writing prior to any purchase or installation.

5. Seasonal holiday decorations may be displayed for up to twenty (20) days before and no more than twenty (20) days after the holiday. No faux plants or flowers are permitted in Common Elements unless part of holiday decorations.
6. Activities such as skateboarding, bicycle riding, or playing ball are not allowed in areas where they will cause damage or wear to lawn and planted areas. Basketball backboards/hoops are not permitted. Tennis courts are for playing tennis only.
7. Clothing or other laundry may not be hung outside.
8. All window treatments visible from the exterior must be white or off-white in color and all window and glass shall be clear glass.
9. Window air conditioning units, window fans or exhaust fans, half screens and expandable screens are not permitted.
10. No signs of any type are permitted on the property except home security signs on windows only with a maximum size of 4" x 4". For Sale signs are prohibited with the exception of temporary "Open House" signs, which must be placed and removed on the same day as the Open House. If signs are not promptly removed, the unit owner may be subject to fines as set forth in the Enforcement Procedures and Fine Schedule.. The Board reserves the right to limit the scope and number of open houses.
11. Decorative banners and flags are not permitted except for the flag of the United States and/or Commonwealth flag, not to exceed fifteen (15) square feet in size. Military flags may be displayed on the following holidays: President's Day, Iwo Jima Flag Raising Day, Vietnam Veterans Day, V-E Day, Armed Forces Day, Memorial Day, Flag Day, Independence Day, Korean War Veterans Armistice Day, V-J Day, Patriot's Day, POW/MIA Recognition Day, Veterans Day, Pearl Harbor Day and the birthday of each branch of the United States Armed Forces.
12. Toys, bicycles, tools, grills, propane tanks, garden hoses, garbage cans and similar items should be stored on patios (below the height of the wall), in the garage, or inside the residence.
13. All residents are responsible for their own noise abatement and for any disturbances caused by their guests. Owners should call the police if unusually loud noise or activity disturbs the tranquility of the surrounding homes.
14. Private functions are not permitted on the Common Elements, which includes the pool.
15. Residents should notify adjoining neighbors when work being done requires

contractor to encroach on neighboring property.

16. Dumpsters may only be placed in the driveway after written request is made and approved by the Board of Directors; said request must be accompanied by proof of general liability insurance by the company placing the dumpster or contractor using the dumpster.

B. Tennis Rules and Regulations:

Court Rules:

1. The tennis courts are for the use of Sutphin Pines' residents. At least one person on the court must be a resident of Sutphin Pines.
2. The Tennis courts are for the use of tennis players only. Only Tennis is to be played on the courts. The tennis courts may not be used for tennis lessons or other professional instruction.
3. Tennis shoes are required.
4. Smoking, radios or any other noise-generating device and glass containers are prohibited in the tennis court area. Pets are not permitted on the tennis court.

Court Time:

1. Play is first come first served, however, play is limited to a maximum of one (1) hour in the event others are waiting to play.
2. Starting time is not permitted before 8:00 a.m. and quitting time is at dusk.

C. Vehicle Parking and Operations:

1. All vehicles parked on the property must be currently licensed, registered and inspected, and in operating condition.
2. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (unless licensed as a passenger vehicle and less than three-quarter ton capacity) shall be permitted to be parked in Sutphin Pines.
3. No commercial vehicle which carries exterior lettering, shall be permitted to be parked in Sutphin Pines except on a day-to day temporary basis by overnight guests and by nonresident workers in connection with repairs, maintenance, remodeling or construction work on either a Unit or on Common Elements. Residents may park commercial vehicles

totally within their garages.

4. Other motor vehicles including but not limited to, snowmobiles, all-terrain vehicles, motorcycles, mopeds and mini-bikes shall be parked in the Owner's garage when not in use and may not be driven on the turf.
5. No vehicles parked outside may have a protective cover.
6. Long term parking, *by a non-resident*, of more than one week, is not permitted unless vehicle is kept in a garage.
7. A maximum speed of 15 mph is to be observed.
8. No street parking is permitted other than in the designated parking spaces.
9. Unit owners with vehicles (including vehicles owned by guests of owners) in violation of the foregoing vehicle rules will be solely responsible for all fees and costs associated therewith, as well as the imposition of fines and other legal action pursuant to the Enforcement Procedures and Fine Schedule. .

D. Interior Damage:

1. No matter the circumstances, the interior of a Unit shall be the responsibility of the Unit Owner.
2. The Unit Owner is responsible to maintain the interior surfaces of all walls, ceilings and floors within the Unit and otherwise to keep the Unit and all alterations, improvements, fixtures and character therein in good order, condition and repair.

E. Pet Rules:

1. Per the Sutphin Fines Declaration, Section 15.02 a. (vi), only domesticated household birds and fish, house dogs, or domesticated house cats are permitted. In no event however, shall more than a total of (2) dogs, or two (2) cats, or a combination of one (1) dog and one (1) cat be kept in or at the unit.
2. Governing rules from Section 79 of the Lower Makefield Township Code are to be followed. Per Section 79-11, Disposal of Feces, unit owners are "required to immediately remove said feces and carry same away".
3. Dogs must be leashed when being walked and the leash short enough that the person on the other end has control of the dog and its actions.
4. Dogs **are not permitted to run loose or to be tethered** anywhere on the turf.
5. Dogs **are not permitted in the landscape beds.**

6. Out of courtesy for all residents, dogs should not be walked close to homes. Walking on the streets, walking paths, or the perimeter of the property is suggested and desired.
7. Cats shall not be permitted to roam freely outside.
8. Owners will be held responsible for the action of their pets, including injury to people, other pets, or damage to property. Any incident involving a dog bit sustained by a human or another animal within the bounds of the Association should be immediately reported to the State Dog Warden and local law enforcement officials. The Township should be contacted regarding any suspected violations of Township Ordnances regarding animals.

F. Portable Storage Containers/Moving Vans:

1. A "Portable Storage Container" or "Container" is used to transport belongings from one location to another. The container is brought empty to a site where it is loaded with belongings, then delivered to either a local warehouse or another location. Various companies provide these containers (e.g., PODS Portable On Demand Storage, Pack-Rat).
2. A "Moving Van" is a truck with an enclosed cargo space typically used for moving furniture and household items.
3. **Portable Storage Containers:** No unit owner may, or permit any other person to, place or use portable storage containers within the Community without prior written consent of the Sutphin Pines Community Association Board. When such permission is granted, the containers may be used under the following-conditions:
 - A. An insurance certificate providing liability insurance in the amount of \$100,000 provided by the company supplying the container must accompany the application.
 - B. Only one (1) container may be placed at any one time.
 - C. The size of the container may not exceed the size of the unit owner's driveway or a parking space and should measure no higher than seven feet.
 - D. The container shall be placed in the unit owner's driveway. If the size of the unit owner's driveway cannot accommodate the container, or if the unit owner does not have a driveway, the container shall be placed in one (1) community parking space nearest the owner's residence.
 - E. The container shall remain at the unit owner's residence for no longer than 48 consecutive hours.
4. **Moving Vans:** No moving van may remain on Association property overnight, or longer than twelve hours. Moving vans shall not block other unit owners' vehicles or reasonable access to such vehicles, units or the Common Elements, back on to any landscaped areas or sidewalks, or utilize any loading or movement devices that roll over lawns.

5. **Damages:** If a unit owner, occupant or tenant, their invites, agents, movers, other contractors (collectively "representatives") damages the Common Elements during the course of using a portable storage container or moving van, the Association shall make the necessary repairs, and the unit owner shall reimburse the Association for the repairs, including any attorneys' fees or other costs. The Association may collect such amount from the unit owner as a remedial assessment.
6. If any unit owner or his or her representative(s) is in violation of this regulation, the Association may require the unit owner/occupant or his or her representative(s) to immediately discontinue use of the portable storage container and/or moving van, and/or require the immediate removal of the container or moving van from the Sutphin Pines Community Association property.
7. Any violation of the requirements of this regulation by the unit owner or his or her representative(s) shall subject the unit owner to fines set forth in the Fine Schedule imposed in accordance with Article III, Section 3.14(t) of the Association Bylaws.

G. Trash:

1. No Owner shall use or maintain any portion of the property as a dumping ground for rubbish, trash, wood, metal scrap or other waste.
2. Trash containers and trash bags may not be stored on either the front or back patios. Trash bags containers must be stored within the building premises or the garage.
3. Trash removal regulations:

* Trash days are Tuesday and Friday. Recycle day is Friday. (All Recyclables)

Bulk pickup can be arranged through the Trash Contractor. Call the Management Company if you need additional information.

* No trash or recycle material should be put out **before sundown the day prior to pick up.**

* All trash must be placed in receptacles with lids or in **tightly secured plastic bags.** (Tied plastic bags.) If trash receptacles are used, the empty container must be removed as soon as possible after collection.

* All trash and recycle material should be placed at curbside corner of driveway.

H. Professional Maintenance and Cleaning of Dryer Vents:

1. Every Unit Owner shall have the dryer vent of the Unit cleaned and maintained by a professional cleaning service every two years. Proof thereof, in the form of an invoice or

paid receipt, must be submitted to the Association promptly upon completion of the service.

2. The Resolution mandating the periodic cleaning of dryer vents was effective as of February 1, 2017. Proof of cleaning, service or maintenance must have been provided to the Association within ninety (90) days of February 1, 2017 and **every two years** thereafter.

3.

The failure of a Unit Owner to comply with this Rule will subject that Unit Owner to fines in accordance with the Enforcement Procedures.

4. In the event damage is caused to any Common Elements or neighboring Units as a result of a Unit Owner's failure to perform the cleaning or maintenance hereunder, the Association and its agents shall have full subrogation rights against that Unit Owner.

VI. ASSESSMENTS

A. Assessment Fee Collection Procedures:

1. The annual assessment for Common Expenses shall be divided into twelve (12) equal monthly installments called assessment fees and billed prior to the first day of each month.
2. Each monthly assessment fee is **due** by the **first day** of the applicable month. As your payments go directly to a lock box at the bank, it is deemed paid on the date it is received by that lock box service.
3. Any outstanding balance not received by the **tenth** of the month shall be termed late.
4. On the eleventh day of each month, a late fee of \$20.00 (twenty dollars) will be automatically assessed to any account with a balance in excess of one (1) month's assessment.
5. The first time an account balance exceeds an amount equivalent to two months of assessment fees, a warning letter shall be sent to the owner from the Board requesting payment within 30 days. Included in the mailing will be:
 - A. A copy of your Account History which shows the recent charges and payments;
 - B. A statement reflecting the amount owed;
 - C. An explanation that the owner has **thirty (30) days to dispute or pay the amount in question;**

D. A Copy of this Procedure.

6. If the balance is not paid within the 30 days and no other satisfactory arrangements have been made, the remaining installments for the budget year shall become due and payable (accelerated). If there are four (4) or fewer months left in the budget year, the Association may require accelerated payments for the remainder of the budget year plus accelerated payments for the first six (6) months of the following budget year.
7. As provided by the Declaration and Amended and Restated Bylaws, all related charges for collection of any delinquent account shall be the responsibility of the Unit Owner. Included are court and all attorney costs, late fees, penalties and collection expenses as well as the delinquent assessment fees. All related bank charges for returned checks will also be assessed to the unit owner.
8. The delinquent Owner (and any family, friends, or tenants occupying the unit) forfeits any right to use the Sutphin Pines recreation facilities, to vote, or to serve on the Board or any of its established Committees until such time as the account is current, provided the Unit Owner shall be given written notice and an opportunity to be heard.
9. Should the account be brought current and a delinquent balance occurs again during the same budget year, **a second letter will not be issued to the owner**. Your account will be turned over to the attorney for collection.
10. Legal action on a delinquent account may result in any of the following steps as is required to collect amounts owed:
 - A. Filing of suit and entry of judgment
 - B. Execution sale of personal property; and/or garnishment
 - C. Foreclosure and sale of the Unit in a manner similar to a mortgage foreclosure
11. The Board of Directors may exercise any and all of its rights as permitted by law and its decision is final. In addition to the foregoing, in the event of delinquency, the Board of Directors may revoke the Unit Owner's right to vote and/or suspend membership privileges, i.e., use of Common Facilities, provided the Unit Owner shall be given written notice and an opportunity for a hearing.

B. Capital Improvement Fee:

1. A Capital Improvement Fee of one thousand dollars (\$1,000) is hereby imposed on the resale or transfer of a home in the Sutphin Pines Community Association.
2. Notice of the amount of the Capital Improvement Fee shall be given in the "5407 Certificate" required by Section 5407 of the Uniform Property Act and shall be collected at the time of settlement or other transfer of a unit.

3. The Capital Improvement Fee is imposed on the transfer or sale of all homes in the Sutphin Pines Community Association except on any transfer of a home between any of the following family members: spouses; parent and child; siblings; grandparent and grandchild.
4. The collection of the Capital Improvement Fee is made at the closing of the sale.

VII. LEASING

A. Procedures to Lease Unit in Sutphin Pines:

On January 21, 2016, the Sutphin Pines Community Association ("SPCA") approved an Amendment to the Declaration for the purpose of "Instituting Leasing Restrictions", which was recorded on February 2, 2016, with the Bucks County Recorder of Deeds (please contact the management company to request a copy). The Board of the SPCA ("Board") has prepared this guide for Unit Owners who want to lease their unit to state the proper procedures they need to follow in order to be in compliance with this Amendment.

The following are requirements and guidelines to follow ***prior*** to leasing your unit:

1. ***Prior*** to listing or advertising a unit on the market for rent, Unit Owners **MUST** complete the attached "Application to Lease Unit"¹ and submit it to The Management Company for the Board to review and approve.
2. Unit Owners who have received approval to rent their unit and have obtained a tenant must submit a copy of the proposed lease to The Management Company along with the required "Addendum to Lease" forms (see attached) at least fifteen (15) days ***prior*** to the effective date of the lease and prior to the occupancy of the unit by the tenant(s). Any lease submitted without the Addendum will not be approved by the SPCA Board.
3. The following restrictions apply to the rental of any unit:
 - No unit may be rented for a term of less than one (1) year.
 - The entire unit must be rented to a single family.
 - The terms of the lease cannot be modified, extended or assigned without the ***prior*** consent of the SPCA Board.
 - The tenant cannot sublet the unit without the ***prior*** consent of the SPCA Board.
 - The tenant must agree to be bound by and conform to the Declaration, Amended and Restated Bylaws and Rules and Regulations of the SPCA and shall acknowledge written receipt of a copy of said documents.
 - Unit Owners **MUST** reside in the unit for a period of at least two (2) years before the unit is eligible for Application to Lease Unit.

¹ The Application to Lease Unit and the Addendum to Lease forms can also be obtained by going onto the Sutphin Pines Community website at www.sutphinpineshoa.com or by contacting the Management Company.

4. Any renewals, extensions or amendments of an approved lease MUST be submitted in writing along with the proposed amendment or renewal document to The Management Company ***prior*** to being signed by Unit Owner and their Tenant, unless they concern purely financial or business terms (e.g., a change in rent or other obligation of the parties). Upon approval, the homeowner must provide a copy of the signed amendment or renewal to The Management Company.
5. Each Unit Owner who is leasing their unit must pay an Annual Administrative Lease Fee in the amount of \$250 in January of each year the lease is active. This fee is billed to the Unit Owner's account and is due and payable in the same manner as the monthly Assessment Fee.
6. Any Unit Owner that does not obtain approval ***prior*** to occupancy of the unit by the Tenant(s) will be subject to fines as may be determined by the Association, for each day the unit is occupied by the Tenant(s) without approval.
7. Units that were rented at the time the Amendment was recorded are grandfathered and permitted to continue as rental units so long as the Unit Owners have provided the SPCA Board with a copy of their Lease, the tenant's name and contact information and are otherwise in compliance with the Declaration, Amended and Restated Bylaws and Rules and Regulations. Homeowners of grandfathered units that are not in compliance with these requirements will be contacted by The Management Company and must bring their leases into compliance within sixty (60) days of notice. New leases or amendments or renewals of grandfathered units after February 2, 2016, must comply with the terms of the Amendment.

VIII. POOL RULES

Pool Rules (2018):²

The following pool rules will be enforced by the lifeguard and must be observed by all pool patrons in order to maintain a safe and healthy pool environment.

- ❖ **The lifeguard has the right to deny access or remove any person who fails to follow the pool rules.**
- ❖ **The Sutphin Pines Board has the right to revoke any unit owners pool privileges at any time during the pool season.**
- ❖ **Decisions regarding pool openings and closures due to inclement weather will be made by the pool management company.**

Pool Opening Date: - Saturday before Memorial Day (weekends only)

² The Pool Rules change as to the dates of the opening and closing of the season and may change as to the hours of operation each year. Updated versions of the Pool Rules will be published to the community on a yearly basis, and the most updated version of the Pool Rules will be provided to new owners upon resale.

Full Week Start Date: - First Saturday two weeks after Memorial Day
Final Day of Pool Season: - Monday Labor Day

Pool Hours of Operation:
Weekdays: - 11:30 AM to 7:30 PM
Weekends and Holidays: - 11:00 AM to 7:00 PM

All residents are reminded that there should be no entry to the pool facilities prior to the posted opening time.

Activity Hours: 1:00 PM to 3:00 PM (Weekends only) - Organized group games, floats such as noodles or small waist floats, and beach ball play are permitted during this time.

1. Residents must have their pool tags and sign in upon entering the pool area.
2. Residents must accompany their guests at all times. The number of guests at one time is limited to 6 per household.
3. All pool patrons must wear appropriate swimwear. Patrons with inappropriate swimwear will not be permitted in the pool area.
4. Alcoholic beverages, smoking and glass containers are not permitted inside the pool area. Snacks in small bags or plastic containers will be permitted at the tables. ALL TRASH MUST BE REMOVED AND DISPOSED OF AT RESIDENTS HOME TRASH CONTAINERS, OUTSIDE OF THE POOL AREA
5. Pets are not permitted inside the pool area.
6. Radios, CD players, laptop computers and other sound generating devices may be used at the pool only when headsets or ear buds are worn.
7. Young children, infants, inexperienced swimmers and those requiring swim aids (i.e. arm floaters, YMCA approved vests/belts, etc.) must be accompanied by an individual providing responsible supervision at all times while in the pool.
8. Diapers of any kind are not permitted in the pool unless the diaper is completely and securely covered with swim-type pants or with swim diapers.
9. Rafts, tubes, beach ball play and other inflatable toys are not permitted in the pool, EXCEPT during designated "Activity Hours". Hours are subject to change based on usage and lifeguard discretion.
10. No running, pushing, or unruly behavior will be permitted in the pool area.

11. Only community-sponsored activities may be held at the pool. Private parties are not permitted.
13. Sutphin Pines homeowners/residents are to contact the management company if they have questions regarding the pool rules or witness any alleged violations of the pool rules. Contacting Sparkling Pool Services, Inc. directly is to be done only by the Management Company or members of the Board.

It is important that you sign in each time you enter the pool area.

Please remember you must have your pool tag to enter the pool area.

THE LIFEGUARD IS RESPONSIBLE FOR ENFORCEMENT OF THE POOL RULES

IX.FORMS & APPLICATIONS³

³ These Forms and Applications are subject to change. Updated Forms will be provided to the community in the event they are updated and/or amended.

Satellite Dish Application Request Form

A. Applicant and Address

Print Owner's Name: _____
Address: _____ Sutphin Pines, Yardley, PA 19067
Home Phone (Owner): ____ - ____ - _____ Work Phone (Owner): ____ - ____ - _____
Cell Phone (Owner): ____ - ____ - _____ Email Address (Owner): _____

B. Type of Satellite System: _____

Diameter of Dish: _____ [max. one meter, Declaration, Section 15.02d (i)]
Overall Height of Satellite Dish and Support System: _____

C. Location of Proposed Satellite Dish

Please describe where you propose to locate your satellite dish by attaching a photo, diagram, or plan [see Declaration, Sect. 15.02d (i)].

D. Wiring

Any external wiring should be firmly seamed and every effort should be made to conceal the wiring so as to make it as inconspicuous possible.

E. Owner's Responsibilities

The Unit Owner is responsible for the following: (a) assuring that no part of a satellite dish extends beyond the Unit Owner's property line or is mounted on or over Common Elements; (b) the cost of purchasing, leasing, installing, repairing, and maintaining the satellite dish; (c) all costs related to repairing any damage to such things as, but not limited to, any part of any Unit, the Owner's or anyone else's property, personal injury, and Common Elements resulting from dish-related events such as, but not limited to, installation activities, accessing the dish, damage from a dislodged or loose dish, and the creation of holes and/or the use of straps to secure the dish; and (d) the removal of the satellite dish upon termination of services including the costs of repairing holes and any wear and tear to the Unit, both where the dish was mounted and places used to access the dish.

F. Insurance

The Dish Installer must maintain general commercial liability, automobile liability and workmen's compensation insurance and provide proof of same with documentation regarding the scope of work prior to the installation.

Owner's Signature: _____

Action by the Board of Directors on the ____ day of _____, 20____
__ Approved; __ Denied; __ Approved with conditions stated below or the reverse side

SEE SATELLITE DISCLAIMER

Satellite Dish Disclaimer

As the Association has the responsibility to maintain the roofs of Sutphin Pines, the following disclaimer *has* been approved by the Board of Directors for all satellite dishes currently installed and any to be installed in the future.

Satellite Dish Installation

The cost of the maintenance of and responsibility for any damage caused by the installation of a satellite dish and for the satellite dish itself is the responsibility of the homeowner who has installed the dish. This includes, but is not limited to:

1. Repair of the roof should any leaking occur or shingles become dislodged. Also, repair/replacement of any wood, siding, brick, etc. the dish might be attached to.
2. Any damage to the home of the resident installing the satellite dish, any property belonging to another owner (including the building, vehicles, etc.), or the Common Elements of the Association.

Dish Antenna Installation Guideline **(To Be Given to Contractor at Time of Installation)**

It is preferable to have the antenna installed on the rearward exposure of the house.

Every effort should be made to mount the antenna to the house itself preferably just below the point where the roof overhangs the siding; only if it is absolutely necessary should the dish be mounted on the roof or chimney.

No portion of the antenna should extend over the property line of an adjoining home.

Any and all wiring should be firmly affixed and every effort should be made to conceal it.

Sutphin Pines
Application to Lease Unit
(Please Print Clearly)

Owner name(s): _____

Property Address: _____

Phone number: _____ Cell Home Work

Phone number: _____ Cell Home Work

Email address: _____

Is the property address your primary residence? Yes No

If no, please provide your primary address:

Street _____

City _____

State _____ Zip _____

Date owner acquired property (settlement): _____

Number of years the owner resided in the unit: _____

Estimated Date Owner intends to rent unit: _____

Anticipated Annual Rental Amount: _____

Term of Lease: _____

Have you reviewed the Leasing Amendment recorded in February 2016: Yes No

Please complete form and mail, fax or email to:
Sutphin Pines c/o The Galman Group I P.O. Box 646 I Jenkintown, PA 19046
Phone 215-886-2000 I Fax 267-620-1447 I Email: dtoliver@galmangroup.com

LEASE ADDENDUM FORM

Unit Address: _____

Name of Owner: _____

Off Site Address: _____

Owner Home Phone: _____ Owner Work Phone: _____

Name of Lessee(s): _____

Lease Terms: _____ to _____

Renewal Terms: _____

CENSUS INFORMATION

List all residents in the Unit: _____

Lessee Home Phone: _____

Lessee Work Phone: _____

Homeowner/Lessee (Circle One) has access to the recreational facilities of Sutphin Pines Community Association.

Date: _____

**SUTPHIN PINES COMMUNITY ASSOCIATION
ADDENDUM TO LEASE**

THIS ADDENDUM made this ____ day of _____, 20____, is attached to and forms an integral part of the lease to which it is attached, dated this ____ day of _____, 20____, for a term of commencing the _____ day of _____, 20____ and expiring the ____ day of _____, 20____, (hereinafter referred to as the "Lease") by and between _____, (hereinafter referred to as "Landlord") and, _____ (hereinafter referred to as "Tenant") for Unit No. _____ of Sutphin Pines Community, located at Sutphin Pines Way, Yardley, Pennsylvania 19067, (hereinafter referred to as the "Unit").

WITNESSETH:

WHEREAS, Landlord is the Landlord of the Unit, and wishes to lease said Unit to Tenant; and

WHEREAS, Sutphin Pines Community Association, Inc., (the "Association"), pursuant to Article XV, Section 15.01 of the Declaration of Covenants, Conditions and Restrictions, recorded in the Office of the Recorder of Deeds for Bucks County in Deed Book 2241 at Page 973 forming said Association, as amended by certain Amendment to the Declaration for Sutphin Pines Community Association, Inc. Instituting Leasing Restrictions, recorded in the Bucks County Recorder of Deeds Office on February 2, 2016 (the "Amendment") at Instrument Number 2016006329, has the right to approve leases of units within the Sutphin Pines Community (the Community"); and

WHEREAS, pursuant to Article XV, Section 15.01 of the Declaration, the Association has the authority to require that a uniform form of addendum to the lease be executed by Landlord and Tenant.

NOW, THEREFORE, in consideration of the terms set forth herein and other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Tenant shall abide by and comply with the provisions of the Declaration, Bylaws and all Rules and Regulations, as same may be amended from time to time (hereinafter referred to as the "Governing Documents") and shall comply with all laws, ordinances, regulations and administrative rules applicable to the Unit. By executing this Addendum, the Tenant (1) acknowledges receipt of the Governing Documents from the Landlord; (2) acknowledges review of same; and (3) acknowledges that the Lease is subordinate to the Governing Documents.
3. The following restrictions shall apply to the Lease, pursuant to Section 15.01 (e) of the Amendment to the Declaration:

- a. The Unit shall be rented for any period of less than one (1) year, nor shall less than the entire Unit be rented other than to a single family, nor shall customary hotel, motel, or dormitory rentals be provided to any Tenant, nor shall any Unit be used or rented for any transitional, temporary, commercial, industrial, or recreational purposes; and
- b. The terms and conditions of the Lease (with the exception of business or financial terms) may not be modified, amended or extended or assigned without the prior written consent of the Board of the Association, and
- c. Tenant(s) shall not sublet the Unit without the prior written consent of the Board of the Association; and
- d. Tenant(s) shall conform to and be bound by, and the Lease shall be subject to the provisions of the Governing Documents, as may be amended from time to time; and
- e. Tenant(s) acknowledge(s) written receipt of a copy of the Governing Documents, and agree(s) to be bound thereby; and
- f. In the event a Landlord fails to obtain approval from the Board of the Association prior to the occupancy of the Unit by the Tenant(s), the Landlord shall be subject to fines as may be determined by the Board of the Association, for each day the Unit is occupied by the Tenant(s) without the Board of the Association approval. In addition, the Association shall have the right to evict the Tenant(s) in accordance with the procedures set forth the Amendment to the Declaration; and
- g. In the event the Tenant(s) is (are) in violation of the Governing Documents, then the Tenant(s) and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in enforcement of the Governing Documents against the Tenant(s) and the Landlord; and
- h. A breach of Governing Documents of the Association shall constitute a breach of the Lease, entitling the Association to the remedies set forth in the Governing Documents, as well as those set forth in the Lease. In addition to the right to institute violation procedures against the Tenant(s) and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, may file an eviction action on behalf of the Landlord against the Tenant(s), for any violation of the Governing Documents. Prior to the filing an eviction action, the Association shall make written demand on the Landlord to evict the Tenant(s). If the Tenant(s) is (are) not evicted by the Landlord within sixty (60) days from the date of the Association's demand on the Landlord, the Association shall be entitled to such eviction action in the name of the Landlord as the

Landlord's agent and attorney-in-fact In the event the Association files an action for eviction, the Landlord and Tenant shall be jointly and severally liable for all attorney's fees and costs, including appellate proceedings. Nothing contained herein shall be deemed to obligate the Association to commence eviction proceedings or to preclude the Association from pursuing any other available legal remedies; and

- i. The Landlord retains responsibility for payment of all Common Expenses and the right to exercise any voting right associated with the Unit. The Landlord is responsible for any violation fines levied upon the Unit and is collectable through regular collection procedures. It is expressly understood and agreed by both the Landlord and the Tenant(s) that in the event the Landlord shall fail to pay any charge or assessment levied by the Association against the demised premises, and such failure to pay continues for thirty (30) days or more after the mailing of written notice thereof, the Association, or its Managing agent, may so notify the Tenant(s) in writing of the amount, or amounts, due to the Association, and within fifteen (15) days after the mailing of such notice, the Tenant(s) shall pay to the Association the amount of such unpaid charges or assessments: provided, however, that in no event shall the Tenant(s) be responsible to the Association for any amount of unpaid charges or assessments in excess of the amount of monthly rental payable by the Tenant(s) to the Landlord. The amount of such unpaid charges or assessments paid to the Association by the Tenant(s) shall be credited against and offset the next monthly rental payment due by the Tenant(s) to the Landlord, and shall not form the basis of any claim against the Tenant(s) by the Landlord for failure to pay rent; and all fines, costs and expenses, including attorneys' fees, incurred by the Association in enforcing this Article, including the filing of an eviction action, shall be the joint and several responsibility of the Tenant(s) and the Landlord, and shall constitute a lien on the Unit.
4. The Landlord and Tenant shall be jointly and severally liable to the Association for any losses incurred by the Association or damages caused to the Association property or to any other third party resulting from the actions of the Landlord or Tenant.
5. Tenant shall not be entitled to occupy the Unit prior to receipt of written approval of the Lease from the Board as specified in Article XV, Section 15.01 of the Declaration. In the event the Tenant should occupy the Unit prior to receipt have written approval, Tenant's application to lease the Unit shall be deemed automatically withdrawn.
6. The Unit shall be possessed, occupied and utilized solely for the purpose of a private single-family residential dwelling and for no other purpose. Tenant warrants and represents that the only occupants of the Unit will be the following individuals: _____.

7. Tenant and Landlord specifically acknowledge that as of the expiration date of the term of the Lease, unless the appropriate documentation regarding renewal or extension of the Lease has been provided to the Association and approved in advance, the Tenant shall have no access or use rights in the Association's property, including, but not limited to, all amenities except as an invited guest.
8. When used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders as appropriate.
9. The partial or complete invalidity of anyone or more provisions of this Addendum, or any other instrument required to be executed by Tenant in connection with the leasing of the Unit, shall not be affected thereby, and each and every term and provision otherwise valid shall remain valid and be enforced to the fullest extent permitted. The failure of any party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Addendum, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such terms, covenants, conditions or rights as respects further performance.
10. Nothing contained in the Lease, this Addendum, or the Governing Documents shall in any manner: (I) be deemed to make the Association a party to the Lease or this Addendum (except to the extent that the Association is an intended third party beneficiary of any of the covenants contained in the above referenced documents which are for the benefit and protection of the Association and are necessary to enable the Association to enforce its rights hereunder (II) create any obligation or liability on the part of the Association's approval of the Tenant pursuant to the liability based on the Association's approval of the Tenant pursuant to the Declaration, such approval being solely for the benefit of the Association), or (III) create any rights or privileges of the Tenant under the Lease, this Addendum, or the Governing Documents as to the Association.
11. In the event this Addendum conflicts with, varies or modifies the terms and provisions of said Lease, then in such event, the terms and provisions of the Addendum shall control and govern the rights and obligations of the parties.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the date and year first above written.

WITNESS:

LANDLORD:

Print Name: _____

Print Name: _____

WITNESSES:

TENANT:

Print Name: _____

Print Name: _____

Sutphin Pines
Community Association
Architectural Request Form (ARF)

Owners Name: _____

Address: _____

Telephone: (Home/Cell) _____ Email: _____

In accordance with the Association's governing documents, I/we hereby apply for written consent to make the following modification(s) or addition(s):

STEP 1: **Description of Modification or Addition:** The description must include complete information necessary to thoroughly understand anticipated modifications or additions such as the height, width, size, shape, color, etc. **Please submit photographs, sketches, brochures, and a copy of your plot with the location of the improvement(s) indicated on it. Your application cannot be processed without this crucial information!**

STEP 2: **Owner's acknowledgment: I/We understand that:**

1. Material herein contained shall represent alterations that comply with all applicable zoning and building codes. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances. I/we are responsible for obtaining necessary building permits prior to commencement of construction.
2. No work shall commence until written approval of the Board of Directors has been received by me/us. Any alteration completed before approval of this application is not permitted and if alterations are made, I/we understand that we may be required to return the property to its former condition at my/our own expense; and that I/we may be required to pay all legal expenses incurred.
3. All approved alterations must be completed within 6 months of final approval. **All approvals shall be voided upon the expiration of six months from issuance.** A full resubmission must be made for any voided approvals.
4. Approval is contingent upon all work being completed in a diligent and workmanlike manner. Members of the Board of Directors and their agent(s) reserve the right to make routine inspections.
5. I/we take full responsibility for any damages to the Association's common elements, the property of the Declarant, or any other privately or publicly owned property as a result of my/our actions, or the actions of our contractors or agents. In particular and without limitation, I/we acknowledge that I/we will be responsible for any curb, sidewalk, driveway apron, landscaping and/or drainage damage that may be caused by the installation of the requested improvement.
6. This request is subject to restrictions by the Association's governing documents and a review process as established by the Board of Directors. ~~The Board of Directors will act to stipulate aesthetics and not construction requirements.~~ Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the Board.

Homeowner Signature: _____ Date: _____

Sutphin Pines
Community Association
Architectural Request Form (ARF)

Please return your completed request via email, fax or US mail to:

- > Sutphin Pines Community Association c/o The Galman Group
- > P.O. Box 646 * Jenkintown, PA 19046 * Attn: Barbara Saxton
- > Fax: 267-620-1422 Email: bsaxton@galmangroup.com

Homeowner Signature: _____ Date sent to Management Company _____

Office Use Only:

Date Received By the Architectural Committee: _____

- Your ARF is APPROVED subject to the following conditions/modifications. (See Comments)
- Your ARF is DENIED for the following reasons. (See Comments)

Comments: _____

Signature – Chairperson or Community Manager _____ Date _____

Print Name and Title _____

Office Use Only: ARF Approval Date _____ ARF Denied Date _____

Date final approval/disapproval was sent to homeowner: _____ Approval/Disapproval sent via: _____

Approved by Board Member _____ Date _____

Approved by Board Member _____ Date _____

Approved by Board Member _____ Date _____

Approved by Board Member _____ Date _____

Approved by Board Member _____ Date _____

Sutphin Pines
Community Association
Landscape Request Form (LRF)

Owner's Name _____

Address: _____

Telephone (Home/Cell): _____ Email: _____

In accordance with the Association's governing documents, I/we hereby apply for written consent to make the following modification(s) or addition(s):

STEP 1: I hereby request Association consider the following:

Remove Plant Material _____

Install Plant Material _____

Trim/Prune Plant Material _____

Other _____

If applicable - Please attach appropriate plans to request form

STEP 2: Owner's acknowledgment: I/We understand that:

1. No work shall commence until written approval of the Board of Directors has been received by me/us. Any alteration completed before approval of this application is not permitted and if alterations are made, I/we understand that we may be required to return the property to its former condition at my/our own expense; and that I/we may be required to pay all legal expenses incurred.
2. All approved alterations must be completed within 6 months of final approval. All approvals shall be voided upon the expiration of six months from issuance. A full resubmission must be made for any voided approvals.
3. Approval is contingent upon all work being completed in a diligent and workmanlike manner. Members of the Board of Directors and their agent(s) reserve the right to make routine inspections.
4. I/we take full responsibility for any damages to the Association's common elements, the property of the Declarant, or any other privately or publicly owned property as a result of my/our actions, or the actions of our contractors or agents. In particular, and without limitation, I/we acknowledge that I/we will be responsible for any curb, sidewalk, driveway apron, landscaping and/or drainage damage that may be caused by the installation of the requested improvement.
5. This request is subject to restrictions by the Association's governing documents and a review process as established by the Board of Directors. The Board of Directors will act to stipulate aesthetics and not construction requirements. Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the Board.

Homeowner Signature: _____

Date: _____

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X. Responsibility Chart

Responsibility Chart

SUTPHIN PINES COMMUNITY ASSOCIATION REPAIR AND MAINTENANCE RESPONSIBILITIES

The following list was amended September of 2008 by the Sutphin Pines Community Association Board of Directors to inform residents regarding Association responsibilities and homeowner responsibilities for repair and maintenance components of Sutphin Pines property and how such services will be handled.

COMPONENT	SUTPHIN PINES	HOMEOWNER
Roofing	Repair	None
Flashing	Replacement	
Wrought iron on roof	Repair Replacement	None
Skylights	None	Repair Replacement
Gutters and downspouts	Fall Cleaning	Repair Replacement Maintenance
Aluminum siding	None	Repair Replacement
Shutters	Painting Repair Replacement	None
Wooden trim	Painting	Repair Replacement
Soffits	Repair Replacement	None
Chimney exterior	None	Repair Replacement
Chimney flues	None	Cleaning Repair Replacement
Brick exterior, brick walls outside front court, between front court outside rear court between rear courts of adjacent homes	None	Repair Replacement Maintenance
Attic space, non-structural components below inside roofing sheathing, including insulation	None	Repair Replacement Maintenance

Responsibility Chart

Water, sewer and electrical lines including caps – if services one home, regardless of location	If digging is required, lawn will be restored	Repair Maintenance Replacement
HVAC units and all vents used for ventilation(including those located outside the home). Includes cement pad underneath the HVAC unit	None	Repair Maintenance Replacement
Brick walkways leading to front door.	Snow removal Ice melting	Repair Maintenance Replacement Cleaning
Brick patios	None	Repair Maintenance Replacement Cleaning
Windows, glass doors and patio doors	None	Cleaning Repair Replacement
Entrance doors garage doors	Painting exterior side	Repair Replacement
Locks, hinges or other hardware on windows, doors, garage door mechanicals	None	Repair Replacement
Exterior entrance Lighting controlled inside home	None	Repair Maintenance Electric Usage Replacement
Wrought iron on walls and patio gates	Painting	Repair Replacement
Basements	None	Repair Water Proofing
Foundation walls	None	Repair Water Proofing
Interior components - everything inside "exterior surface" or having "interior" aspect	None	Repair Maintenance Replacement
Individual driveways	Snow removal, ice melting, resurfacing, includes resealing when courtyard macadam is paved/resealed-repair/patching	None

Responsibility Chart

Asphalt cul-de-sacs, parking areas	Snow removal and ice melt Resurfacing	None
Landscape material inside front court and inside back patio	None	Watering Replacement Maintenance
All other landscaping material on the property, including turf, beds, shrubs and trees	Maintenance Replacement Fertilization Insect control	Watering
Detention basin	Mowing Grading Repair	None
Curbing, storm drains (concrete)	Repair Replacement	None
Lighting-street and parking areas	Repair Replacement Electric	None
Recreation – pool, tennis courts, fencing, guardhouse and pool house	Repair Operation Replacement Utilities Maintenance	None
Mailboxes	Postal Service	None
Mailbox cement pads	Repair Replacement	None
Exterminating common areas, interior courtyards and inside homes	Maintenance None None	None Maintenance Maintenance
Antenna, common	Repair Replacement and/or any Damage the antenna may cause	None