

## Rules and Regulations of the Oakmont Commons

Common Property and Units shall be used only for the purpose set forth in the Declaration and By-Laws. These Rules and Regulations are adopted pursuant to the Oakmont Commons By-Laws, The Declaration of Covenants, Conditions and Restrictions, and may be enforced in accordance with those documents. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

### A. LEGAL

#### **1. Code of Conduct:**

**Preamble:** In accordance with Article III, Section 4 (as amended) and Article XI, Section 2 (as amended) of the Oakmont Commons Homeowners Association COCHA) Declaration of Covenants, Conditions and Restrictions, the Board of Directors hereby adopts the following Rules and Regulations regarding conduct and language used at OCHA:

- These Rules and Regulations apply to all homeowners, their family members, their guest(s), and renter(s) who are on the OCHA's Common Property and Common Areas and any facilities located thereon including the clubhouse, pool area, playground, and mailbox areas.
- The Oakmont Common's Common Property and Common Areas are to be an environment that is to be free of vulgar language, argumentative and abusive behavior, threats of violence, intimidation and harassment, either verbal or physical.

#### Violations

The following will be considered violations of these Rules and Regulations if committed on the Oakmont Commons Common Property or Common Areas or any facility located thereon: the use of discriminatory language or behavior because of any persons gender, race, color, creed, sexual orientation, religion, age, national origin, disability, or veteran status; the use of vulgar or obscene language and/or argumentative or abusive behavior that offends others; the use of threats of violence, intimidation or harassment towards others; any conduct or speech which is loud, rude or offensive and which serves no legitimate purpose.

Complaints alleging violation of these Rules and Regulations will be given immediate attention and reviewed by the OCHA Board of Directors.

All complaints must be in writing and submitted to Acri Commercial Realty, Inc., 290 Perry Highway, Pittsburgh, PA 15229, Attention Property Manager, Holly Drylie. A complaint must be signed by the person filing the complaint. Anonymous letters will not be accepted for review.

#### Procedure

These Rules and Regulations will be enforced and in accordance with the Declaration Article XI, Section 3 (as amended) entitled PROCEDURE, which includes a provision for a hearing before the Board of Directors for anyone charged with a violation of any of the Rules and Regulations.

**2. Resale Certificate:** Article IV of the Declaration states: "The Association shall, upon the written request of an Owner, furnish to that Owner: i) a certificate setting forth whether all assessments due for the Unit in question have been paid; and a resale certificate to any Owner at or prior to the closing on a sale of a Unit, containing such items as are required under Pennsylvania law. Such certificate shall be binding upon the Association, and shall be signed by an officer of the Association." Items shall include but not be limited to an exterior compliance inspection report, which mayor may not require, either the present or new owner, to make corrections in any architectural changes made by previous owners which are non compliant as to the guidelines set by the Board of Directors. This Certificate is required by law whether Unit is being sold by Owner or by a Real Estate Agent. Please visit [www.condocerts.com](http://www.condocerts.com) to order this package.

Upon the sale of the Unit, the Resale Certificate will require Homeowners to surrender their card(s) to the management company or pay \$40 per card to cover the card replacement and reactivation fees.

**3. Leases:** As the Declaration states in Article XVI, Section 8, "In the event an owner sells, leases, or mortgages, the owner will be required to give to the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the property, and all leases shall be subject to this declaration and to the authority of the Board of Directors to regulate the conduct of any person on the property." Article XIII states, "Copies of all leases shall be submitted to the Board to ensure compliance with this Article".

a. All landlords who rent or lease property in the Oakmont Commons must register each unit, annually, with the managing agent of OCHA, no later than April 1 of each year. Accompanied with the completed annual registration form is a required processing fee of \$25.00 per unit. Failure to comply with any part of the above requirements may result in a fine of \$50.00 per month, per unit, retro-active from January 1 of the year of request, and will continue until the above requirements are met.

## **B. UNIT MAINTENANCE**

1. Storm/screen doors may be installed or replaced, but only with a white full view glass/screen door(s). Replacement of front doors, garage door, windows, and three panel sliding glass doors or the front door, back door and storm doors of the phase 3 vinyl sided homes must meet certain guidelines of the designated color chart which is listed on the Oakmont Commons website ([www.oakmontcommons.org](http://www.oakmontcommons.org)). White is not an approved color for front or garage doors. All above mentioned items must be pre-approved by the Board of Directors.

2. Aluminum siding must be replaced or painted the same as its original color. Cedar sided homes must be painted when moldy, faded, or in need of repair. Damaged siding must be replaced. Refer to the designated color chart on the Oakmont Commons website. Pre-approval by the Board of Directors is required. All damaged trim or decorative molding should be repaired or replaced and painted white.

3. Homeowners of Units that have carpenter bees, hornet hives, bee's nests, termites, or any other kind of a problem that is dangerous to others, damaging to your property, or can spread and damage your neighbor's property, must immediately take the necessary steps to have these problems eliminated.

4. Siding, gutters and downspouts that have mold, fungus or carpenter bee stains must be

power washed or hand washed. Homeowners of Units with damaged siding, gutters or downspouts must make the appropriate repairs.

5. No radio or television antenna shall be erected or installed on the exterior wall of a Unit, with the exception of a 19" satellite dish on the rear roof or rear side of the Unit. **Wiring from the Dish is not permitted to be visible from the front or side of the home.** If a satellite dish is no longer in service, it must be removed. All radio, television, stereo, audio or other electrical equipment, all appliances installed or used in a Unit shall comply with all rules, requirements, regulations, and recommendations of all public authorities and boards of fire underwriter's authority having jurisdiction.

6. Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept or otherwise emitted from the windows, or patios of any building. Nothing shall be placed on, in or projected from the exterior doors, windows, including without limitation, awnings, clothes line, antennas, signs, air conditioners, ventilators, or fans. Only white or light neutral color shades, blinds, shutters, drapes, or linings on windows and doors of the Unit shall be permitted which may be visible from outside. Bright colors are not permitted to be visible from the outside when window treatments are closed.

7. Spotlights are not permitted on the front of any Units. Coach lights on each side of the garage door, matching the light fixture at the front entrance are approved.

**C. HOLIDAY DECORATIONS**

1. Christmas lights and decorations may be displayed the week of Thanksgiving through January 31st, with discretion permitted if extreme weather conditions exist.

2. Decorations, such as wreaths, may be placed on the front door, patio door, or the outside of the windows. Large suction cups are recommended for window wreaths. Swags may be placed on the outside window ledges.

3. Holiday decorations, with the exception of the extended period set forth in paragraph one, may be placed in the unit's shrub bed fifteen (15) days before the holiday through fifteen (15) days after it.

**D. DRIVEWAY MAINTENANCE**

Driveways must be asphalt and sealed every even year beginning in 2012 and repaired or replaced as needed.

**E. LAWNS, PATIOS AND FENCES**

1. The sidewalks and entrances shall be used only for access to and from Units and those portions of the Common Property intended for the use of the Owners, and shall not be obstructed.

2. No patio shall be added to, enclosed or otherwise changed, without the prior written consent of the Board. Patio awnings must meet OCHA guidelines and be approved by the Board of Directors to ensure compliance. All awnings must be maintained and cleaned professionally. A temporary awning is permitted for a special occasion, provided it is taken down and stored within the Unit after the event.

3. NO hot tubs, free standing or permanent, or patio decks shall be installed.

4. No fences may be installed with the exception of units 201-299 Commons Drive.

These Units may have one permanent white privacy fence in rear, with or without a lattice top, at a maximum height of 6' and maximum length of 8'. Also, natural foliage may be used as a screen, but not to extend beyond the patio, and must be pruned to be kept within the homeowner's property line. All of the above must be preapproved by the Board of Directors.

5. Lawns must be regularly mowed, edged, weeds removed, shrubs trimmed, large trees pruned when necessary, and foliage kept within each Owners property line. Arborvitaes must be kept pruned and their height must be lower than the Unit's gutters. Leaves must be raked and properly disposed.

6. No free standing flag poles are permitted. Small flag poles attached to the house are acceptable.

**F. GARBAGE, RECYCLABLES DISPOSAL, AND STORAGE**

1. Garbage containers must be stored in Units at all times. Garbage and refuse shall be deposited only in garbage containers with lids. Packaging peanuts or Styrofoam protection must be placed in tied bags to prevent blowing around the neighborhood. Cardboard boxes, (pizza, misc.) must be broken down and secured inside the garbage can. Yard work or home improvement materials must be contained in heavy duty garbage bags for pick-up. In accordance with the Borough Ordinance, garbage/recyclable containers and refuse can only be placed in front of Unit after 6:00 PM the evening before pick-up day and must be stored within the unit by 9:00 PM the day of pick-up; not behind bushes or in the rear of units. If unable to do this, arrangements must be made, to have your empty containers placed on your entrance sidewalk. These containers can only be placed outside for 24 hours.

2. All personal property shall be stored within the interior of the Units excluding outdoor furniture and grills. Trampolines play gyms, bicycles, and children's pools shall be permitted, provided they are stored within the Units at night. For reasons of safety, NO basketball hoops are permitted.

**G. COOPERATION AND SAFETY**

1. Nothing shall be done, including without limitation cooking, working, causing vibration or odors which shall unreasonably disturb or interfere with the rights, comfort or convenience of other occupants.

2. No Owner shall keep any explosive or flammable material or substance in the Unit, except ordinary household products.

3. Damage to any portion of the Common or a Neighbor's Property caused by an Owner, Owner's minor children or by guests, invitees, visitors or lessees of the Owner shall be repaired at the expense of the responsible Owner.

4. No Owner shall make, or permit his family, visitors, or lessee to make, any noise or activity that will interfere with the rights, comfort, or convenience of the other Owners including, but not limited to, persistent barking of a dog, playing a musical instrument, television or radio, stereo, motorcycles, and loud car stereo systems.

**H. PARKING**

1. Only personal vehicles no larger than a pick-up truck, currently licensed, inspected and operational, shall be permitted to park in your driveway, or designated area. Only repairs

taking less than 24 hrs may be made to vehicles within the confines of the Common parking area. We urge residents to sacrifice by not parking on the streets in order that Emergency Vehicles may pass, and for other safety reasons.

2. All work vans, and trucks must be parked in a Common parking lot. Additional vehicles or temporarily idle vehicles (vacation or business trip, etc.) are to be parked either in your garage, driveway, or Common parking lot. Not on the street.

3. Parking of boats, RV s, or any type of vehicle this size is not permitted to be in homeowner's driveway more than 24 hours. However, for extended parking of up to one (1) week, temporary parking of larger vehicles such as a boat, RV, or motor home may be parked in one of our larger parking areas located on Greenwich Court and Gloucester Court.

#### **I. STORAGE AND MOVING**

No portable, mobile storage units, PODS, or dumpsters will be permitted in townhouse driveways, or anywhere else on the premises of the Commons' property for more than one week without prior written permission from the OCHA Board.

#### **J. SIGNS**

1. No sign of any kind shall be displayed to public view on any Lot or Unit except one sign of not more than four (4) sq. feet advertising the property is For Sale or Rent. All signs shall ONLY be displayed on the garage door or in the window of the Unit. No sign shall be permitted on Common property without the approval of the Board of Directors.

2. Solicitation signs are only permitted when they are advertising a home improvement company that is working on your Unit. These signs shall be no larger than four (4) sq. feet and are only permitted during the time the work is being executed. Under no other circumstance can any type of solicitation or sign age be placed within the Common property.

3. During public elections Candidates signs may be placed in front yards three (3) weeks prior to Election Day and removed no longer than three (3) days after the election. Please make sure your sign(s) is securely place in the ground.

#### **K. POOL CARD KEY PROCEDURE**

1. Only Association members in good standing (I.E., have annual assessment fees or fines paid as required; and have rectified any notices of non-compliance), may have access to the pool and pool area. In the case of landlords, their leases must be registered with OCHA, the names of the current tenants provided and yearly lease registration fees paid, before a card key is issued to the Association member. Association members who are in arrears of their assessment fees shall have their card key access suspended. Card key access will be reinstated when the Association member has become current in their assessment fees, resolved their non-compliant issues, and paid the designated card key reprogramming charge.

2. Card keys will be required anytime residents enter the pool area. Each household is given one card; a second card may be purchased at a cost of \$25 (limit 2 card keys per household). Card keys will only be issued after confirmation that the owners are in good standing, and after a waiver of liability is signed by each adult member. Card keys cannot be duplicated. There will be a \$40 charge for lost card keys and reinstatement of a suspended card key.

3. Do not allow other homeowners and their guests to follow your party into the pool area, without swiping their card key. Residents should not lend their card key to other homeowners, relatives, or friends to access the pool area. If reported problems or complaints should arise, the resident recorded on the card key system will be held accountable. Card keys will be issued to Association members only and landlords will be responsible to distribute them to tenants once the criteria have been met.

4. Upon the sale of the Unit, the Resale Certificate will require Homeowners to surrender their card(s) to the management company or pay \$40 per card to cover the card replacement and reactivation fees.

**L. ASSESSMENT FEES**

1. Assessment fees are on a monthly basis and due on the 1<sup>st</sup> of each month. Any assessment not paid within 30 days will incur a late fee of \$10.00 per month for each month the fees are not paid, plus 15 % annual interest as provided in Article IV, Section 8 of the Declaration.

2. The Association's fiscal year is from April 1 through March 31.

**M. PETS**

1. Animals must be spayed or neutered that is older than 6 months of age. No breeding is permitted.

2. All dog owners must sign and abide by the OCHA adapted Canine Good Citizens Agreement (attached).

3. Pets that are a nuisance to the community can be reported to OCHA and/or Aciri and a warning letter will be sent to the violating party. They should also be reported to the Oakmont Borough Police Department.

4. All pets are to be confined within the Owner's unit. If any pet becomes a general nuisance, restrictive action will be taken by the local authorities. All animals are the sole responsibility of their Owners. Therefore, the Owner is responsible for the immediate clean up of any animal waste products.

5. Pets must be kept free of fleas and parasites to avoid the infestation of units and common areas.

6. All "visiting" pets shall comply with these rules while on the premises.

7. No more than one (1) dog or no more than two (2) cats, or one (1) dog and one (1) cat. Prior to the purchase of a Unit, all household pets must be disclosed to the Board for pre-approval. Prohibited dog breeds are Pit Bulls and Rottweilers.

8. Dogs are not permitted to be tied up outside the home and left unattended by the Owner at any time.

9. No pets are allowed in the clubhouse or pool areas.

10. Pets must be kept on a leash at all times while passing through the common areas.

11. Any Owner or person having possession, custody or control of any dog or other animal which defecates in any area, including Common Property or the private property of the Owner, shall immediately remove the feces from the area and properly dispose of it. Any Owner permitting their dog to urinate on shrubbery, flowers, or landscaping will be responsible for replacement costs. Failing to remove feces in a private yard that inhibits another homeowner's enjoyment of his/her own back yard will necessitate a fine in the amount of \$50.00.

12. All pets must be properly licensed and vaccinated per Allegheny County requirements, and registered with OCHA. All pet owners are required to complete a pet registration form which may be downloaded from oakmontcommons.org or call the Acri Realty Office, 412-459-0111 x 103, to request an "OCHA - Pet Registration Form". In order to keep our records current, please complete a form every year, by the end of January.

### 13. Nuisance Violations

- Frequent and habitual barking, howling, screeching, yelping, or baying by a dog, cat or other animals. It shall be unlawful for any person knowingly to keep or harbor any dog which habitually barks, howls or yelps, or any cat which habitually cries or howls to the great discomfort of the peace and quiet of the neighborhood or in such manner as to materially disturb or annoy persons in the neighborhood who are of ordinary sensibilities
- Allowing an animal to create offensive odors, excessive noise or unsanitary conditions, which are considered dangerous to health, comfort or safety of the public.
- Allowing a dog to "go to the bathroom" on any common property (is not considered to be a nuisance violation if you immediately clean up after your dog - called "Poop-Scoop" laws in most communities).

14. Any violation of the above rules and regulations should be brought to the attention of the Management Company, Board of the Oakmont Commons Homeowners Association, and/or the Oakmont Borough Police Department depending on the conditions and severity of the violation.

**Oakmont Commons Homeowners Association  
Community Canine Good Citizen Commitment  
Established 2013**

The following is adapted from the Humane Society Canine Good Citizen Pledge:

I understand that my dog needs a responsible owner. I agree to maintain my dog's health, safety, and quality of life. I agree to prevent my dog or dogs from being a nuisance or infringing on the rights of other Oakmont Commons Homeowners.

**I will be responsible for my dog's health needs. These include:**

- my dog will be current on all vaccines
- my dog will be treated for flea, tick and worm prevention

**I will be responsible for my dog's safety.**

- I will properly control my dog by not allowing my dog to run loose, and by using a leash in public.
- I will ensure that my dog has some form of identification (which may include collar tags, tattoos, or microchip ID).

**I will not allow my dog to infringe on the rights of others.**

- I will not allow my dog to run loose in the neighborhood.
- I will not allow my dog to be a nuisance to others by barking while in the yard or in the house
- I will pick up and properly dispose of my dog's waste in both my own private and common areas

\_\_\_\_\_  
Homeowners Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Dog's name

\_\_\_\_\_  
Paw Print

