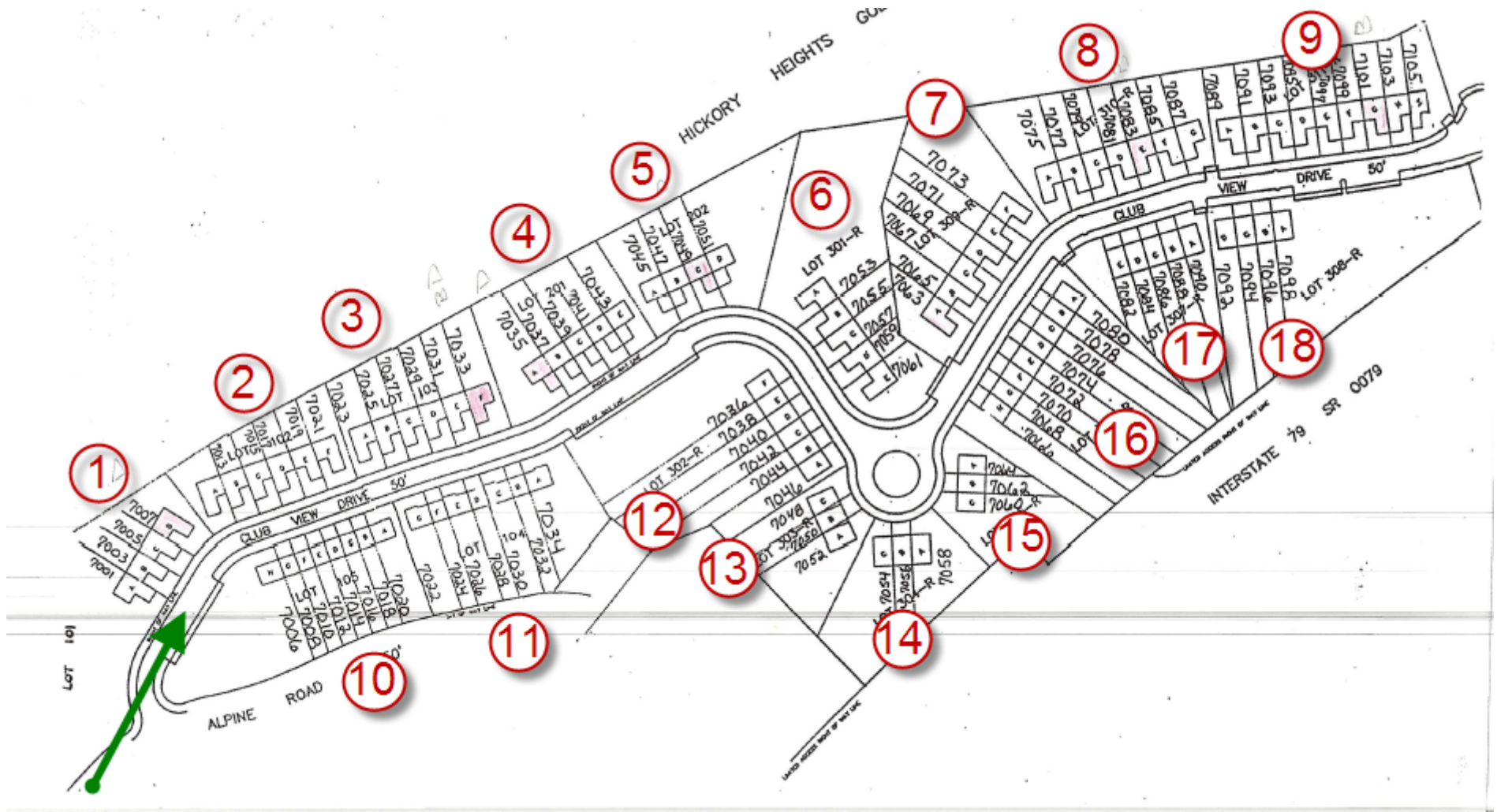


LIST OF H.O.G. RULES, REGULATIONS, POLICES, AND SPECIFICATIONS
01.23.2020

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CMP

APR 14 2016

RECEIVED**RULES AND REGULATIONS OF****HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION**

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions, and Restrictions for the property known as the Hickory On The Green Homeowners Association, (the "Property"). All present and future owners, their family members, mortgagees, lessees and occupants of the Lots and any Units and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules, and all amendments thereof.

A. GENERAL

1. Whereas, when an owner leaves their property for an extended period of time, the owner should leave contact information so that they might be reached in the event of a property emergency. Under any circumstances where an owner is planning on vacating their property for a period in excess of 30 days for any reason, it is mandatory that they provide contact information to the management office so as to be located then in the event of an emergency. In the event that an emergency situation occurs and the owner did not leave contact information with the management office a fine will be assessed for non-compliance.
2. When construction work to the exterior of the property is being performed as a result of an emergency repair or renovation that requires a dumpster or POD, or any other construction material in the driveway, the owners must provide the Board with their plan for such work including the time period anticipated for the construction work. Such plans must be provided to the Architectural Committee of the Board.
3. The Common Property, Lots and any Units constructed thereon shall be used only for the purposes set forth in the Declaration and By-Laws.
4. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Property intended for the use of the owners, and shall not be obstructed.
5. All personal property shall be stored within the Units.
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 Unit. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, including without limitation clotheslines, aerials, signs, air conditioners, ventilators, or fans. Notwithstanding the foregoing, awnings may be hung in accordance with the awning specifications adopted by the Board of Directors, and with the prior written approval of the Board of Directors. Only white/ivory shades, blinds, drapes, or linings thereof, shall be permitted which may be visible from the exterior of the Unit. No flag poles shall be permitted without prior written approval of the Board of Directors.
7. 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.
8. All radio, television, phonographic, audio or other electrical equipment of any kind, and 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 underwriters having jurisdiction.
9. Employees of the Association or Management Company shall not be sent off the premises by any Owner for any purpose or directed to perform any function other than those for which they are employed.
10. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.
11. Unit Owners shall keep their patios and decks free of trash, trash cans and debris.
12. Damage to any portion of the Property caused by family members, guests, tenants, contractors or other invitees of the Unit Owners shall be repaired at the expense of the responsible Unit Owners.

APR 14 2016

RECEIVED

Page 2 of 3 – Rules & Regulations

13. No Unit Owner shall make, or permit his family, visitors, tenants or licensees to make, any noise or activity that will interfere with the rights, comfort, or convenience of other Unit owners including, but not limited to, playing a musical instrument, television or radio or any other electronic equipment.

14. No radio or television antenna shall be erected or installed on the exterior walls or roof of a Unit or on the Common Property without prior written permission of the Board and in compliance with the approved specifications.

15. No tree having a trunk diameter of more than 3 inches shall be cut or removed without written approval of the Association.

16. These Rules and Regulations are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and By-Laws and may be enforced in accordance with those documents.

17. These Rules and Regulations shall be enforced in accordance with Article X, Section 3 of the Declaration.

18. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING

1. No occupant of any Unit shall park any trailer, camper, recreational vehicle or boat in any driveway or other parking areas, except for the purposes of temporary (one day) use preparation, or abandon any automobile or other vehicle in any parking area or other part of the Common Property. The Board reserves the right to have towed any vehicle which appears to be derelict. No occupant of any Unit shall park any vehicle larger than a ¾ ton pickup truck; any vehicle carrying external ladders; any vehicle with commercial or governmental signage larger than 30 inches in diameter anywhere on the body of said vehicle in any driveway, parking area or other part of the Common Property without written approval from the Board of Directors. Temporary parking of commercial vehicles owned by contractors providing a project-based service to homeowners is permissible, provided the duration of the project is reasonable as determined by the Board of Directors.

2. Any vehicle parking in driveways, garages or visitor parking lots must maintain a current registration and inspection sticker and must be capable of being immediately driven.

3. Parking of vehicles by Owners or their family members, visitors, tenants or contractors on grass/planting beds maintained by the Association is prohibited and subject to fines and penalties as determined by the Board of Directors. It is the violating Owner's responsibility to arrange and pay for the repair to the grass/planting beds damaged by improper parking of vehicles, in a manner approved by the Landscaping Committee.

C. PETS

1. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days written notice from the Board.

2. In no event shall any dog be permitted on or in any portion of the Common Property or any Lot, unless on a leash. No dog shall be curbed close to any building or patio, except in the special areas designated by the Board.

3. No exterior dog runs shall be permitted.

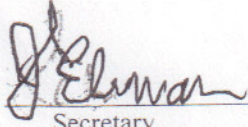
4. No dog shall be leashed on an Owner's property (outside of the Unit) for a period in excess of one hour.

5. The Owner shall compensate any person hurt or bitten by any pet, and indemnify and shall hold the Association harmless from any claim resulting from any action of his or her pet.

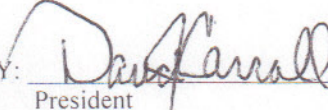
6. All Owners, and their family members, visitors, tenants and other invitees shall act in accordance with the Hickory on the Green Pet Policy with respect to their ownership, maintenance and control of their pets.

Adopted this 8th day of APRIL 2016.

ATTEST:


Secretary

HICKORY ON THE GREENHOMEOWNERS
ASSOCIATION

BY: 
President

CMP
APR 14 2016
RECEIVED

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
PET RULES AND REGULATIONS

For the purpose of the following rules, "walking" refers to exercising one's pet and "curbing" refers to permitting one's pet to take care of its bodily needs. (Invisible Fence owners ALSO see Invisible Fence policy items at the end of this Pet Policy).

1. Owners must ensure that all dogs are licensed according to the regulations set forth by Allegheny County.
2. Owners must ensure that all pets have current inoculations as per Allegheny County.
3. All pets must be supervised when outside.
4. All pets must be restrained on a leash when outdoors.
5. A pet is never to be tied or chained outside the owner's home in a manner that will permit it to reach another person's property or any common area. Externally used ties and leashes must not be visible when not in use, and must be located in a manner to avoid interference with lawn maintenance.
6. An owner may use his own, not his neighbors', lawn area for walking his/her pet. Please walk your pet in the street or common areas.
7. Curbing of all pets must be limited to owner's property or a common area. All solid waste must be cleaned up immediately by the pet's owner. Solid waste is to be disposed of at the unit owner's home. Any damage to lawns, shrubs or foliage (in/on both private and common areas) is the responsibility of the pet's owner. Bear in mind, however, the landscape contractors have been instructed not to mow a lawn containing a large concentration of pet waste. If circumstances necessitate the removal of pet waste by a contractor, the unit owner will be billed for this service.
8. Homeowners must insure that visiting pets' behavior is in compliance with all Pet Rules and Regulations of Hickory on the Green Homeowners Association.
9. Any violation of the above rules or those in the Declaration and By-Laws will be treated with: first offense a written warning; second and subsequent offenses \$25 fine for each offense.
- 10. Invisible Fence Owner Policy (For back yards only)**
 - A) Owner must submit an alteration request for approval prior to installation.
 1. Alteration request must include a drawing of property boundaries.
 2. Fence must be installed by reputable company.
 3. Fence must leave a three-foot easement between it and neighbors' property.
 4. Fences installed at end units may begin at the mid-point of the units' side wall and extend to the rear of the property.
 5. Lawn must be return to original status after being disturbed by installation.
 - B) The dog may enter the fenced area only when the owner is at home.
 - C) The dog must be brought inside when landscapers and other workers need access to property.
 - D) Pet waste must be cleaned up daily.
 - E) This privilege is contingent on the acceptable behavior of the dog and/or property owner governed by the invisible fence. Unacceptable behavior is defined as, but is not limited to, the following: nuisance barking (defined as one or more complaints from other homeowners); owner failing to remain at home while dog is out in the

yard; owner failing to remove the dog from the yard for the purposes of landscape or other contractual services visit access; and/or owner failing to remove dog feces from the yard. These infractions will result in the following:

- 1) First in-yard offence – written warning;
- 2) Second in-yard offence – fine of \$25.00;
- 3) Third in-yard offence – loss of invisible fence privilege with requirement to remove the invisible fence within 30 days.
- 4) The infraction of escape from the fence will result in immediate loss of this privilege (dog is not permitted outside without a leash) and the requirement to remove the invisible fence within 30 days.

The Association is not liable for damages or harm caused by or to the dog contained by or escape from the invisible fence. The Association is not liable for any harm caused by the dog to any human to whom the dog may come in contact within or outside of the invisible fence.

Definitions: The Hickory on the Green common property areas are as follows:

- a. The lawn area immediately surrounding the gazebo
- b. The lawn area of the cul-de-sac at the extreme north end of the development (north of the final mail box unit)

APPROVED:

James Ehrman

January 31, 2018

Board Secretary

Date

Wendy Bell

January 31, 2018

Board President

Date

The above revision to the Pet Rules and Regulations was unanimously approved by the Board of Directors of the Hickory on the Green Homeowners' Association on Wednesday, January 31, 2018.

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

RULES REVIEW/COMMUNITY RELATIONS COMMITTEE

7/7/2010

WHEREAS, the Board of Directors had requested the establishment of an **ad hoc** Rules Review Committee to review and analyze the current regulations and rules of the HOG Covenant; and,

WHEREAS, the Board of Directors had requested the assistance of the **ad hoc** Rules Review Committee in recommending deletions, additions, edits and other changes to the current rules and regulations of the HOG Covenant; and,

WHEREAS, the **ad hoc** Rules Review Committee completed its review of the rules and regulations of the HOG Covenant and provided the Board of Directors with a written report of suggested changes and edits; and

WHEREAS, the Board of Directors reviewed the work and recommendations of the **ad hoc** Rules Review Committee and determined that this Committee's work should continue on an on-going basis for the benefit of all Association Homeowners;

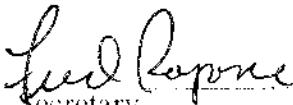
THEREFORE BE IT RESOLVED THAT, the Board of Directors recommends that the current **ad hoc** Rules Review Committee be chartered as a full **standing committee** to be known as the **Rules Review/Community Relations Committee** and chartered under the following guidelines:

1. The committee is advisory in nature.
2. The committee will consist of no more than seven members.
3. The committee will meet at least quarterly and must appoint a chairperson and recording secretary who will take minutes at all committee meetings and present them to the Board of Directors. The committee chairperson will make a report to the Board at least quarterly during a regularly scheduled monthly Association meeting regarding the work of the committee.
4. The committee must be familiar with the provisions of the Declaration, By-Laws, and Rules of the HOG Covenant,
5. The committee will take suggestions from Homeowners and members of the Board of Directors regarding the review of any current rules and regulations of the HOG Covenant that raise concerns or issues.
6. From time to time, the committee may provide the Board of Directors with recommendations for changes in the current rules and regulations and/or recommendations for the addition of new rules and regulations that would benefit the HOG Homeowners.

7. Finally, the Board of Directors charges the Rules Review/Community Relations chairperson and her/his committee with the performing "liaison opportunities for resolution" between CMS and homeowners who have been cited for violating the covenant and who may have disputes regarding the alleged violations. The Community Liaison, recommended by the Committee and approved by the Board, will receive a monthly violations list from CMS and make visits to homeowners on the list with the primary goal being amelioration of the violation and communication of any extenuating circumstances back to the President. The Community Liaison will report back to the President of the Board within two weeks. Any violations not resolved in that time will be subject to the standard Association violation enforcement process.

8. The committee will complete projects as directed by the Board of Directors.

ATTEST:


Secretary

7/7/10
Date


President

7-7-10
Date

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

TRASH PICK UP RULES

Due to the weather patterns of Western Pennsylvania, Hickory on the Green, like other area communities, is subject to high winds, heavy rains and other adverse weather conditions that create problems with our trash being blown around the community if it is not contained properly. In addition, it is extremely unattractive to see garbage out for long periods of time.

Because of past problems with homeowners being lax in securing their trash, the Association is instituting the following rules concerning trash collection within the community. It is up to each of us to ensure a continued, high quality appearance to the community. Your help and cooperation are vital.

1. No trash is to be put out **before 6:00 PM** on the evening before scheduled trash pick up. One warning letter will be issued to the homeowner the first time the trash is put out early. A twenty-five (\$25.00) dollar fine will be levied for each subsequent offense.
2. Please be aware of the holiday schedule for trash pick up, and please do not put your trash out on a regular day if a holiday schedule is in effect that changes our standard trash collection day. One warning letter will be issued to the homeowner the first time the trash is put out early. A twenty-five (\$25.00) dollar fine will be levied for each subsequent offense. All homeowners can secure a copy of the yearly trash pick up schedule, which highlights holiday pick up changes, by accessing South Fayette Township's website, Hickory on the Green's website, or by calling CMS for a copy of this yearly trash pick up schedule.
3. All trash must be put out in a container with a lid firmly in place or secured with a bungie cord if appropriate or in a sealed plastic trash bag.. One warning letter will be issued to the homeowner the first time they are in violation of these requirements. A twenty-five (\$25.00) dollar fine will be levied for each subsequent offense. **NOTES:** a) The only exceptions are large individual trash items (such as furniture or appliances) which can be put to the curb "as is". b) Due to frequent windy conditions in our neighborhood, house numbers should be visible on all plastic/metal trash containers and lids including the plastic, green, township re-cycle containers and lids so that these items can be easily returned to their owners in the event that they are blown from their owner's property
4. Any loose trash that is on any unit's property must be picked up and disposed of by the homeowner of that unit within one day of the trash being deposited on the property. After one day, one warning letter will be issued to the homeowner. A fine of five (\$5.00) dollars per day thereafter will be levied.

Hickory on the Green Homeowners' Association
Trash Pick Up Rules
June 15, 2011


5. All empty trash receptacles must be removed from the curb by **late evening** of trash pick up day. One warning letter will be issued to the homeowner the first time they are in violation of this requirement. A twenty-five (\$25.00) dollar fine will be levied for each subsequent offense.

Adopted this 15 day of June 2011.

ATTEST:


Secretary

HICKORY ON THE GREEN
HOMEOWNERS ASSOCIATION

BY: 
President

**HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
FISCAL RESOLUTION**

ASSESSMENT COLLECTION AND PAYMENT CREDITING POLICY

Revised 01/09/2011

WHEREAS, Title 68 Pennsylvania Consolidated Statutes, Section 101 (the "ACT") section 5302 paragraph (a)(11) grants the Board the power to "(i) impose charges for late payment of assessments.... (and to) levy reasonable fines for violations of the Declaration, By-Laws and rules and regulations of the Association"

WHEREAS, Section 5315 of the Act grants the Board the power to charge "...Fees, charges, late charges, Fines and interest... and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due the Association by the unit owner or enforcement of the provisions of the Declaration, By-Laws or rules or regulations against the Unit owner ...

WHEREAS, Section 5315 9i of the Act specifies the order in which payments received from the Unit owner are to be credit.

WHEREAS, Hickory On The Green Homeowners Association desires to adopt a uniform policy of collecting assessments, crediting payments and assessing costs in conformance with the state statutes and the covenants.

THEREFORE. BE IT RESOLVED that the following shall be the assessment collection and payment crediting policy of Hickory On The Green Homeowners Association.

1. All payments of assessments, fees, fines, reimbursements, charges, Judgments, liens or other monies due shall be by check, money order, direct debit authorization, online payment, wire transfer or credit card to the Association lock box banking institution. Cash will not be accepted.
2. The unit owner's pro-rata share of the annual budgeted common expenses, general operating reserves, and replacement/repair funds (in aggregate, the Annual Assessment) shall be due on a monthly basis. Special and/or Limited Assessments are due as set forth by the Board.
3. Each unit owner shall pay as their respective monthly payment of their Annual Assessment (1/12th) of their share of the estimated annual budget.
4. All monthly installments of the Annual Assessment are due on or before the first (1st) day of the month in which they are due. Payments received on the second (2nd) day of the month in which they are due are late.
5. Installments received after the 10th day of the month in which they are due are considered delinquent.
6. Upon becoming delinquent, a late charge of ten dollars (\$10.00) per month shall be assessed when the balance due exceeds fifty dollars (\$50.00). All costs and fees, including but not limited to legal fees, management charges, filing fees, out of pocket expenses, etc (Collection Charges), incurred by the Association/managing Agent in the collection of the delinquent installment shall be added to the amount due.

For delinquent amounts of \$50.00 or less no more than four (4) consecutive monthly reminder notices will be sent.

A new owner is given a grace period of two (2) months without penalty to establish a method of payment.

7. A lien in the amount of the delinquent installment and **all remaining installments of the Annual Assessment not yet due** may attach to the Unit/Lot as of the date of delinquency. The amount of the lien shall increase by the amount of any late charges or Collection Charges accrued or assessed. Any lien existing upon a Unit/Lot at resale shall be collectible from the proceeds of the sale

8. Upon delinquency, a notice, either by U.S. Mail TO THE MOST RECENT ADDRESS PROVIDED BY THE UNIT OWNER TO THE ASSOCIATION or electronic transmission TO THE ELECTRONIC MAIL ADDRESS PROVIDED BY THE UNIT OWNER TO THE ASSOCIATION, shall be sent to the Unit/Lot owner setting forth the delinquent installment amount, the late charges and any Collection Charges that have been assessed. When the delinquent amount equals the total of two (2) months installments or Two Hundred dollars (\$200.00), whichever is greater, notice shall be sent advising the Unit/Lot owner that unless all such amounts currently due are paid in full within thirty (30) days of the date of the notice, collection action will commence.

9. At the expiration of the thirty (30) day period, legal action shall commence either through the managing Agent or the Association's Attorney for prosecution and collection, provided, however, the Board may defer commencement of such legal action, if, in its reasonable discretion, it deems circumstances reasonably warrant such deferral. Any such deferral shall not be deemed a waiver of any rights of the Association to collect any delinquent sums due from Unit Owner. All Collection Charges associated with the collection action shall be added to the amount submitted for collection.

10. Pursuant to Title 68 subsection 5315(i) Application of Payments all payments received shall be applied first to

1. any interest accrued by the Association
- then to:
2. any late fees
 3. any costs and reasonable attorney fees
 4. delinquent assessments

finally any current assessments will be credited and within each category, all monies received shall be applied to the most distant charge first, provided, however, that monies received pursuant to a court or magistrate award shall be credited in compliance with the decision rendered in that action, if any. While the lien shall be appropriately reduced according to each payment received, all Collection Charges shall continue to accrue and increase the amount of the lien.

11. If the amount awarded in any collection action is less than the full amount of the lien attached to the Unit/Lot, the lien shall remain enforceable against the Unit/Lot through foreclosure action or collection from the proceeds at resale. Upon payment of the award, the lien shall be reduced in accordance with the decision rendered in the collection action, or if none, in accordance with the payment crediting procedures described in paragraph 10. All applicable late charges and Collection Charges shall continue to accrue and increase the amount of the lien after payment of the award.

12. If no amounts are past due, advance payments of installments shall be credited to the nearest due future installment.

13. No request for a waiver of any provision of this policy shall be granted unless submitted to

the Board in writing and approved by the Board in its sole discretion.

14. This policy shall be effective on January 9, 2011.

ATTEST:

Lisbeth De...
President
Fred Rejme
Secretary

1/9/2011
Date
1/9/11
Date

Covenant/Unauthorized Alteration Enforcement Policy

By resolution of the Board of Directors on July 25, 2000, as amended by resolution of the Board of Directors on July 24, 2001, September 28, 2004, May 7, 2008, August 12, 2012 and March 21, 2019, enforcement of the Covenants and unauthorized alteration may be conducted in the following manner.

A. Insurance Coverage.

1. The Owner shall deliver to the Association evidence of such insurance and the renewal thereof within two weeks of such request each year.
2. Owner shall not permit insurance to lapse and will provide updated Certificates of Insurance each year, upon renewal of said insurance policy.
3. In the event an Owner fails to provide or keep current insurance information on file an initial fine of \$25.00 will be assessed. Thereafter a \$50.00 fine will be assessed on the second month and \$100.00 on the third month. Following the third month, the Association may opt to solicit a policy on behalf of the owner, and at the owners' expense.

B. Covenant Enforcement.

1. Hickory on the Green's management company will conduct, from time to time, a visual inspection of the fronts and rears of the units, with the objective of identifying variations from the covenants.
2. Upon noting a variation, the management company will generate a letter to the owner of the unit in violation.
3. The aforementioned letter will stipulate the section of the covenants that is violated, specific nature of the violation, and the fine of (\$5.00 per week, increasing to \$25.00 per week upon the 90th day after the date on the initial letter) to be imposed if the variance is not corrected.
4. In the event that notification of the correction is not received from the owner within 15 days of the date that the initial letter is sent, the management company will send a second letter notifying the owner of the imposition of fines, and advising the owner of his rights under the Covenants to appeal. The homeowner may then indicate that the condition has been corrected, which will eliminate any fines and terminate the process or advise the association that the owner wishes to exercise his/her rights for appeal. In either case, to prevent fines, a homeowner must respond, in writing, within 15 days of the date of the letter.
5. The management company reports on the status of all outstanding variances at each Board meeting. The Board will set dates for hearing and the management company will forward those letters to the owners.

C. Unauthorized Alterations.

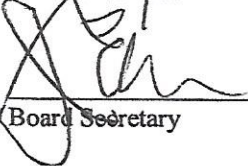
In the event a resident performs an unauthorized alteration on their unit without prior written approval from the board a fine of \$100.00 plus the cost to replace or repair the alteration will be assessed.



Board President

5-22-19

Date



Board Secretary

5/22/19

Date

**HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
FEES CHARGED ON THE RESALE OF UNITS**

WHEREAS, The PENNSYLVANIA CONSOLIDATED STATUTES; TITLE 68 REAL AND PERSONAL PROPERTY; SUBPART D. **PLANNED COMMUNITIES** authorize the BOARD OF DIRECTORS to impose certain fees and charges upon the resale of an Association unit.

WHEREAS, The Association as a business entity requires funds to operate.

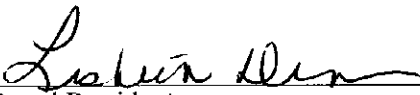
THEREFORE, BE IT RESOLVED that the following is the fee policy on the resale of units in Hickory on the Green Homeowners Association.

1. A charge to the seller for the preparation of resale certificates required by section 5407 of the statute. Currently there are seventeen (17) certificates required. The current amount charged will be identified in the Miscellaneous Income Section of the annual budget. In addition, any additional copies required will be charged prevailing copy and postage charges. This payment must be received prior to the issuing of the certificates to the seller.
2. A capital improvement fee will be charged to the buyer as part of the closing costs. This fee will be equal to up to twelve (12) months' fee of the most recently completed fiscal year. The current amount charged will be identified in the Miscellaneous Income Section of the annual budget.

Both of the above are payable to Hickory on the Green Homeowners Association

This resolution is effective for all units sold on or after January 1, 2011.

ATTEST:



Board President

1/9/2011
Date



Board Secretary

1/11/11
Date

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
LEASING POLICY

3/11/11

WHEREAS, the Uniform Condominium Act 68 PA C.S.A. § 5302 (a)(1) & (11) (the “Act”) grants the Board of Directors the power to adopt and amend Rules and Regulations and level reasonable fines for violations of the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, Section V, Project Eligibility Requirements, (5) Investor Ownership and (8) owner-occupancy Ratios of the U.S. Department of Housing and Urban Development Mortgage Letter 2009-46 B dated November 6, 2009, requires that the Association respond accurately and timely to lender questions of investor ownership and owner-occupancy ratios; and

NOW THEREFORE BE IT RESOLVED that the following be adopted by the Board of Directors as the leasing policy of Hickory on the Green Homeowners Association (the “Association”).

Should any unit owner desire to lease his/her unit strict adherence must be made to the provisions hereinafter:

A. LEASING

1. Leasing of a unit shall not release or discharge the unit owner from any duties or obligations. The unit owner and tenant shall be held jointly and severally liable for any default or violation of the Association documents by the tenant.
2. The unit shall be occupied by the tenant as a “private dwelling” for “single-family occupancy” (as those terms are defined in the Declaration and/or Code of Regulations/By-laws) or if not so defined, for purposes of this restriction, “single-family” shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together in a single unit, or not more than two (2) unrelated persons living in a single unit.
3. Total occupancy of any unit being leased shall not exceed two (2) persons per bedroom.
4. Each tenant shall agree to comply with terms and conditions of the Declaration and/or Code of Regulations/By-laws and the Rules and Regulations governing the Association, as they may be amended from time to time (the “Association Documents”). Any failure by a tenant or their invitee to comply with the terms of the association documents shall be a default under the lease.

B. DOCUMENTATION

1. All leases shall be for a term of at least one (1) year.

2. All leases and/or renewals must be in writing. All leases shall include the lease addendum, as approved by the Board of Directors. The lease addendum form, as approved by the Board of Directors (which is subject to revision), is attached. A copy of each must be provided to the management office within fifteen (15) days of signature.
3. Unit owners must notify the management company no later than fifteen (15) days after any change in occupancy of their unit, including if the unit is vacant but available for rent, and provide the management company with the following:
 - a. Any changes to the unit owners' contact information.
 - b. The name, telephone number and e-mail address of all tenants in the unit.
 - c. A fully executed copy of the lease, which includes the lease addendum and agreement required by the association as specified in B2 above (financial terms need not be disclosed).

C. ENFORCEMENT

1. Failure to comply with this leasing policy shall result in a fine as so stated in the rules and maintenance enforcement policy or rules enforcement policy whichever applies. The fine shall be due to the Association by the unit owner, regardless of whether the violation was committed or caused by the unit owner, their tenants, guests, invitees or contractors.
2. In the event a unit owner shall default in the payment of any charge, assessment, fine or penalty levied by the Association against a leased unit, and such default continues for a period of thirty (30) days, the Association (or its manager) shall so notify the tenant of the unit, in writing, of the amount due. Within fifteen (15) days after the date of such notice, or on the next date that the rent is due, the tenant shall pay to the Association the amount of such unpaid charge or assessment, limited, however, in any one month to an amount equal to one month's rental charge. The amount so paid by the tenant to the Association shall be credited against and shall offset the next monthly rental installment due to the owner of the unit following the payment by the tenant of such charge or assessment.

This policy will be administered in conjunction with the unit rental policy, as appropriate.

This policy shall be effective on April 6, 2011.

ATTEST:

[Signature]
President

4/06/2011
Date

[Signature]
Secretary

4/6/11
Date

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
ADDENDUM TO LEASE

_____ (hereinafter called "Lessor")

_____ (hereinafter called "Lessee")

hereby agree to the lease agreement dated _____ between the parties hereto for

[UNIT ADDRESS] _____

Whereas, the rules and regulations of Hickory on the Green Homeowners Association, Inc requires a lease addendum, as approved by the Board, in order to be in compliance with the rules, regulations and policy on the leasing of units.

WHEREAS, Lessor and Lessee desire to be in compliance with the rules, regulations and policies of Hickory on the Green Homeowners Association, Inc (hereinafter called the "Association"), the parties hereto agree to incorporate within its terms and conditions of the lease the following additional provisions for the benefit of the Association.

THEREFORE, it is agreed as follows:

1. Lessee acknowledges that promises made to Lessor in this paragraph and the following paragraphs hereof are made for the benefit of Hickory on the Green Homeowners Association, Inc for the purpose of reinforcing Lessor's duties to the Association through Lessee's performance. In order to enforce the provisions of this lease agreement made for the Association's benefit, the Association may, but is not required to, bring an action against Lessor or Lessee to recover sums due for damage or injunction relief or may impose any other sanction authorized by the Declaration or ByLaws (or Code of Regulations) of Hickory on the Green Homeowners Association, Inc. Failure by the Association to enforce any of its rights shall in no event be deemed a waiver of the right to do so thereafter. Lessee acknowledges having been given and having read a copy of aforesaid documents.
2. Lessee shall comply with the Declaration and the ByLaws (or Code of Regulations) governing Hickory on the Green Homeowners Association, Inc and with the administrative rules, regulations and policies adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in Lessor's deed to the premises. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation of any provision of the Declaration, the ByLaws (or Code of Regulations) or the Rules and Regulations adopted thereafter shall constitute a default under this lease.
3. Upon request by the Association, Lessee shall pay to the Association all unpaid assessments against the premises ("delinquent assessments"), as lawfully determined and made payable during the term of this lease agreement and other period of occupancy by the Lessee; provided that Lessee need not make such payments to the Association in excess of, or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All payments made under paragraph 4 shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to Lessor. Payments made by Lessee shall not exceed the total due on the entire lease.

Lessor shall remain responsible for the delinquent assessment, as reduced by sums actually received by the Association from the Lessee, as provided hereunder.

4. If Lessee fails to comply with the Association's request as provided in this paragraph, Lessee shall pay to the Association all charges, interest and costs of collection including but not limited to an attorney's commission as provided in the law to the same extent Lessee would be required to make such payments to the Association if Lessee were the owner of the premises during the term of this lease agreement and any other period of occupancy by the Lessee.
5. Lessee shall comply with all notices and other requirements, rules and regulations of the Association concerning maintenance, repairs, parking and other items and report in writing to the Lessor any defective condition which the Lessee would be required under the terms hereof on notice from Lessee.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed these documents the day and year first above written.

WITNESS

LESSOR

WITNESS

DATE

LESSEE

DATE

**HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
UNIT RENTAL POLICY**

3/11/11

WHEREAS, the Uniform Condominium Act 68 PA C.S.A. § 5302 (a)(1) (the "Act") grants the Board of Directors the power to adopt and amend Rules and Regulations; and

WHEREAS, Section V, Project Eligibility Requirements: (5) Investor Ownership and (8) owner-occupancy Ratios of the U.S. Department of Housing and Urban Development Mortgagee Letter 2009-46 B dated November 6, 2009, requires that the Association respond accurately and timely to lender questions of investor ownership; and

NOW, THEREFORE BE IT RESOLVED that the following be adopted by the Board of Directors as the unit rental policy of the Hickory on the Green Homeowners Association (the "Association").

1. An annual fee of \$100 will be assessed to the unit owner of each rental unit or unit which is available for rent each January. The exception to the January billing will be the year this policy is placed in effect. The fee in the first year will be due within thirty (30) days from the date such fee is assessed.
2. A move-in fee of \$150 will be assessed to the unit owner upon the move-in of a new tenant(s) where the unit owner does not also occupy such unit. This is in addition to the annual fee.
3. This policy shall exclude family members, which for the purpose of this policy shall be limited to parent(s) and child (children), or when titled as a vehicle for tax and/or estate purposes. Proof of familial status or trust ownership may be requested.
4. The annual fee and/or the move-in fee shall be deemed to be a delinquent assessment if not paid within fifteen (15) days of the date such fee is assessed, and shall be subject to the applicable provisions of the Act and the Declaration, Code of Regulations/By-laws and the Rules and Regulations governing the Association, with respect to delinquent assessments.
5. This policy will be administered in conjunction with the leasing policy, as appropriate.

This policy shall be effective on April 6, 2011.

ATTEST:

Lester A. D.

President

Fred Rayone

Secretary

4/06/2011

Date

4/6/11

Date

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION #4

DECORATIONS POLICY

Revised March 21, 2010

WHEREAS Article X of the Declaration of Covenants, Conditions and Restrictions states in part ..."nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing...." by the Board of Directors."

WHEREAS Article VII, paragraph (a) of the By-Laws states that one of the powers and duties of the Board of Directors is to "Adopt and publish rules and regulations governing the use of the Common Areas..."

WHEREAS a uniform policy of decorating is necessary to maintain the aesthetics of Hickory on the Green.

NOW, THEREFORE, BE IT RESOLVED THAT the following is the policy on the proper display of exterior decorations and will not need approval by the Architectural Review Committee.

- 1) Any holiday decorations are permitted on doors, windows, shrubs and in shrub beds from two (2) weeks prior to the holiday until two (2) weeks after the holiday.
EXCEPTION: Christmas decorations can be displayed from Thanksgiving through January 10th.
 - a) Holidays recognized by HOG for decorations are defined as follows:
 - i) Easter
 - ii) Halloween
 - iii) Thanksgiving
 - iv) Christmas or Hanukah
 - v) Memorial Day
 - vi) Fourth of July
 - vii) All other legal holidays
- 2) Seasonal or permanent door wreaths or similar door decorations are permitted as long as they do not exceed twenty inches (20") in any direction.
- 3) Shrub bed and lawn decorations may be placed in the front beds, the side beds (for end units) or in the rear of the homes with not more than three (3) decorations per home. Each shrub bed and lawn decoration may not exceed twenty-four inches (24") in height and must be within eight feet (8') of the front, back, or side of your home.
 - a) All decorations must be placed in a manner that does not impede lawn maintenance, including lawn mowing, spring and fall cleanup.

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION #4 - DECORATIONS POLICY
Revised March 21, 2010

- 4) Flags, banners, windsocks, and similar items may only be displayed from the rear of the home. Any such item displayed must be anchored in a metal bracket. An exception is made for the U.S. flag on legal holidays, but it cannot be permanently attached to the home.
- 5) Flowerpots and hanging planters well maintained with flowers, displayed in the front or the rear of the home, are allowed and must be removed after the season. The season is defined as April 15 through November 1.
- 6) Gas grills are permitted only in the rear of the unit on the patio or the deck.
- 7) Mobile, wheeled hose caddies may be placed in the rear of the owner's property during seasonal weather.
- 8) Patio furniture is allowed if well maintained.
- 9) Patio "Welcome" mats are permitted.
- 10) Child's sandbox is permitted if kept clean and maintained in the rear yard.
- 11) One set of wind chimes is permitted in the rear of the property with approval of neighbors on each side of the property where the wind chimes are hanging.

REMEMBER THAT OUR GOAL IS TO PROTECT THE AESTHETICS
OF OUR COMMUNITY

APPROVED:

Wendy Bell

March 21, 2010

Date

Board President

Fred Rapone

March 21, 2010

Board Secretary

Date

The above revision to the Decorations Policy was unanimously approved by the Board of Directors of the Hickory on the Green Homeowners' Association at an Executive Session of the Board of March 21, 2010.

HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION

ADMINISTRATIVE RESOLUTION #5

REAR PRIVACY FENCE POLICY

4.11.11

WHEREAS Article X, paragraph (c) of the Declaration of Covenants, Conditions and Restrictions states in part "Each Owner shall furnish and be responsible, at their own expense, for all of the maintenance, repairs and replacements within their own Unit and also for all exterior maintenance required in and about their Unit not covered under Section 2, Purpose of Assessments."

WHEREAS a uniform policy identifying the ownership of the rear privacy fences is necessary to maintain the aesthetics of Hickory on the Green.

NOW, THEREFORE, BE IT RESOLVED THAT the following is the policy on the repair and maintenance of the rear privacy fence.

1. Each individual unit's privacy fence is located on the right when exiting the rear of the unit.
2. If an end unit (on the left of the building as you are facing the building from the street) has a privacy fence to its left, the owner will be responsible for the fence on the left, as well as the one on the right.
3. The responsibility for maintaining the privacy fence includes both sides of the fence.
4. Staining of the privacy fence is required to be done on a four (4) year cycle beginning in 2011. Provided the current color is maintained, no alteration request approval is necessary.
5. Repairs to the privacy fence are required as needed.

This policy shall be effective on April 11, 2011_____.

ATTEST:

Lubera A. Deen
President

4/14/2011
Date

Fred Rogene
Secretary

4/12/11
Date

REMEMBER THAT OUR GOAL IS TO PROTECT THE AESTHETICS
OF OUR COMMUNITY

HICKORY ON THE GREEN HOA
FRONT DECK AND PRIVACY FENCE STAINING
SPECIFICATION

Effective date: September 7, 2011

Scope: This specification covers the staining of front wooden decks, steps and rear privacy fences.

Responsibility: Individual Homeowner is responsible for all replacement, repairs, staining and maintenance of steps, decks and privacy fences.

Staining frequency: Generally staining is recommended on four year cycle beginning in 2011. More frequent application may be required to maintain the aesthetics of the community.

Stain color front deck and steps: Behr Waterproofing Wood Finish Red Wood No 402 (semi-transparent).

Stain color rear privacy fences: Existing color. (Change of current color requires the Homeowner to submit an Alternate Request to CMS).

Alterations to the present design of the front deck and steps the Homeowner must submit an Alteration Request to CMS prior and receive written approval from CMS prior to starting any work.

Staining must comply with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations proposed and must be approved in writing from CMS prior to staining.

For questions, clarifications please contact CMS:
412-279-9280 Ext. 11

Telephone No.

**HICKORY ON THE GREEN HOA
FRONT DOOR REPLACEMENT SPECIFICATION**

Effective date: April 6, 2011

Manufacturer: Homeowners option

Construction features: Steel construction or fiberglass, insulated

Door design: Two panel, nine light, window dimensions same as existing door

Door size: Standard height: 80 inches
Standard widths available: 32, 34 & 36 inches

Glass: Clear glass only
External grille, paintable

Hardware: Brass

Painting: Factory painting: White or as a minimum rust coating and primer coat.

External finish color:

- Buildings 2, 11, 15 & 18: Double Chocolate
- Buildings 1, 9 & 17: Plum Brown
- Buildings 3, 6, 13 & 16: Black Suede
- Buildings 4, 12 & 14: Deep Evergreen
- Buildings 5 & 7: Red Bluff
- Buildings 8 & 10: Dark Sea

Note: Homeowner is required to paint exterior door and glass grille at the time of installation or as directed by CMS (Community Management Solutions, Inc.). Refer to attached Sherwin Williams paint formula sheet for color specifications.

Replacement door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS Telephone No.: 412-279-9280 Ext. 11

ATTEST:

Board President

Date

Board Secretary

Date

**HICKORY ON THE GREEN HOA
FRONT STORM DOOR SPECIFICATION**

Effective date: April 6, 2011

Manufacturer: Homeowner's option

Design: Fullview door with a single, unobstructed glass panel

Glass: Full length clear safety glass

Venting: Insect screen interchangeable with glass panel, unobstructed without support bar (Optional)

Painting: White, factory painted

Hardware: Brass

Size: Standard sizes available

- Height: 80 inches
- Width: 30, 32, 34 & 36 (standard available widths may vary by manufacture)

Note: Some buildings (defined later) require custom storm doors. An error by the Builder/ Contractor did not allow sufficient distance between the brick facing to allow proper installation of a standard size door. Custom doors have been previously installed on some units and are in compliance with this specification and meet installation requirements.
Custom Door Manufacture: Larson
Installation: Lorenzi Door and Window Company
Additional Information is available from CMS.

Warranty: Varies by Manufacturer

Storm door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS, Telephone No.: 412-279-9280 Ext. 11

HICKORY ON THE GREEN HOA
GARAGE DOOR REPLACEMENT
SPECIFICATON
BUILDINGS 1, 2, 3, 10 & 11

Effective date: September 7, 2011

Manufacture:

Amarr Garage Doors

Style:

Traditional

Series:

Stratford Collection 2000 and 3000 series, or Heritage Collection 3000 series

Construction features:

Stratford 2000 - two layer, exterior steel plus polystyrene insulation with interior vinyl backing

Door Thickness 2 inches

Insulation R value 6.84

Steel Thickness 25 Gauge

Stratford 3000 - three layer, exterior steel plus polystyrene insulation with interior steel backing

Door Thickness 1 3/8 inches

Insulation R value 6.58

Steel Thickness 27/27 Gauge

Heritage 3000 – three layer, exterior steel plus polystyrene insulation with interior Steel backing

Door thickness 2 inches

Insulation R value 9.19

Steel Thickness 24/27 Gauge

Door panels:

Traditional style short panel design

Number of panels and vertical door sections:

Door size: 16 ft. wide x 7 ft. high – 8 panels across, 4 vertical sections

Door size: 8 ft. wide x 7 ft. high – 4 panels across, 4 vertical sections

Windows:

Window design: SP-20 Stockton Decratrim

Window panes: Single pane glass or insulated glass. Insulated glass is available only with Stratford 3000 and Heritage 3000 series.

(Note – clear panes only, obscure panes not permitted)

HICKORY ON THE GREEN HOA
GARAGE DOOR REPLACEMENT
SPECIFICATON
BUILDINGS 1, 2, 3, 10 & 11

Painting:

Factory painted outside color: Sandtone

Outside colors:

Buildings 2, 3 &10: Sandtone

Buildings 1 & 11: Desert Tan (Note: Homeowner is required to paint exterior door at the time of installation or as directed by CMS. Refer to the attached Sherwin Williams paint formula sheet for the color specification).

Spring Options:

Homeowner's choice

Door Operator:

Homeowner's choice

Warranty:

Paint Finish: Stratford 2000 - 25 years
Stratford 3000 & Heritage 3000 - lifetime

Hardware & Workmanship: Stratford 2000 - 2 years
Stratford 3000 -3 years
Heritage 3000 - lifetime

Installation:

CMS has obtained pricing from Sears Garage Doors for the complete supply, installation and servicing for the various garage door options as described in this specification. Contact CMS for complete pricing details. Selection of the installation Contractor is the option of the Homeowner and the Sears pricing is provided as an acceptable supplier.

Replacement door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact CMS

Telephone No. 412-279-9280 Ext. 11

**HICKORY ON THE GREEN HOA
GARAGE DOOR REPLACEMENT SPECIFICATION
BUILDINGS 4 TO 6, 8, 9 AND 12 TO 18**

Effective date: April 6, 2011

Manufacturer: Clopay Premium Series Model 4050

Construction features: Three layer steel construction with 1 3/8 inch polystyrene insulation

Door panels:

Style: Short elegant raised panels

Number of panels and vertical door sections:

- Door size: 16 ft. wide x 7 ft. high – 8 raised panels across, 4 vertical sections
- Door size: 8 ft. wide x 7 ft. high – 4 raised panels across, 4 vertical sections

Windows:

- Window inserts: External snap -in, Clopay Sunset # 503 (factory painted, color matched to door)
- Window panes: Single pane glass or insulated glass (Note – clear only, obscure panes not permitted)

Painting:

Factory painted, galvanized rust proofing, finish painting inside and out with baked on polyester top coat.

Outside colors:

- Beige siding, buildings 5, 9 12, 14 & 17: Sandstone
- Cream siding, buildings 4, 15 & 18: Desert Tan
- Grey siding, buildings 6, 8, 13 & 16: Sandstone

Spring options: (Homeowners choice)

- Galvanized torsion
- EZ-SET torsion
- Extension springs with containment cables
- EZ-SET Extension Springs

Warranty:

- Painted Sections: Limited lifetime
- Windows: Limited ten year
- Hardware: Limited three year

Replacement door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS, Telephone No.: 412-279-9280 Ext. 11

**HICKORY ON THE GREEN HOA
GARAGE DOOR REPLACEMENT SPECIFICATION
BUILDING 7**

Effective date: April 6, 2011

Manufacturer: Clopay Premium Series Model 4050

Construction features: Three layer steel construction with 1 3/8 inch polystyrene insulation

Door panels:

Style: Raised panels

Number of panels and vertical door sections:

Door size: 16 ft. wide x 7 ft. 9" high – 8 raised panels across, 5 vertical sections

Windows:

- Window inserts: External snap-in, Clopay Sunset model # 503 (factory painted, color matched to door)
- Window panes: Single pane glass or insulated glass (Note – clear only, obscure panes not permitted)

Painting:

Factory painted, galvanized rust proofing, finish painting inside and out with baked on polyester top coat.

Outside color:

Beige siding, building 7: Sandstone

Spring options: (Homeowners choice)

- Galvanized torsion
- EZ-SET torsion
- Extension springs with containment cables
- EZ-Set Extension springs

Warranty:

- Painted Sections: Limited lifetime
- Windows: Limited ten year
- Hardware: Limited three year

Replacement door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS, Telephone No.: 412-279-9280 Ext. 11

**HICKORY ON THE GREEN HOA
REAR DOOR REPLACEMENT SPECIFICATION**

Effective date: April 6, 2011

Manufacturer: Homeowners option

Construction features: Steel construction or fiberglass, insulated

Door design: Style to match existing door (other optional designs may be approved)

Door size: Standard height: 80 inches
Standard widths available: 32, 34 & 36 inches

Glass: Clear glass only
External grille, paintable (if applicable)

Hardware: Brass

Painting: Factory painting: White or as a minimum rust coating and primer coat.

External finish color: Color to match siding and trim. Homeowner is required to paint door and trim at the time of installation or as directed by CMS.
(Optional white)

Replacement door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS Telephone No.: 412-279-9280 Ext. 11

ATTEST:

Board President

Date

Board Secretary

Date

**HICKORY ON THE GREEN HOA
REAR STORM DOOR SPECIFICATION**

Effective date: April 6, 2011

Manufacturer: Homeowner's option

Design: Fullview door with a single, unobstructed glass panel (Other optional designs may be approved)

Glass: Full length, unobstructed, clear safety glass

Venting: Insect screen, unobstructed, without bars, interchangeable with glass panel (Optional)

Painting: White, factory painted (Optional color to match siding and trim is acceptable. Homeowner is required to paint door and trim at the time of installation or as directed by CMS)

Hardware: Brass

Size: Standard sizes available

- Height: 80 inches
- Width: 30, 32, 34 & 36 (standard available widths may vary by manufacturer)

Warranty: Varies by Manufacturer

Storm door must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the door replacement.

For questions, clarifications please contact: CMS, Telephone No.: 412-279-9280 Ext. 11

ATTEST:

Board President

Date

Board Secretary

Date

HICKORY N THE GREEN HOA
GUTTER & DOWNSPOUT DE-ICING CABLE
SPECIFICATION

Effective date: September 7, 2011

Manufacturer: Homeowner's option

Application: Provides for the prevention of ice build-up in gutters and down spouts.

Installation:

1. Heating cables must be installed in compliance with all national, state, provincial and local electrical codes. Check with your local inspector for specific details. Cables shall be UL approved.
2. The most commonly used residential heating cable is factory supplied in various lengths with a power supply cable, receptacle plug and end termination. Altering the length of the heating cable will result in the risk of electrical fire or shock. Only self limiting cable type shall be used.
3. Heating cable must be installed as per manufacturers' recommendations. Heating cable shall be installed at the bottom of the gutter along its entire length and down the full length of the downspouts. No heating cable shall be installed on he top of the shingles.
4. The circuit supplying the heating cable is required by code to be furnished with ground fault protection. Ground fault protection shall be provided by using a panel board ground fault circuit breaker. The panel board circuit breaker shall be utilized as the on-off control device. Consult an electrical contractor to determine the specific ground fault requirements for your application prior to installation.
5. A power receptacle for the connection of the heating cable shall be located up inside the roof fascia area near the gutter that is to contain the heat trace cable. Only the heating cable power supply wire from the receptacle to the gutter shall be visible.
6. The 120V power to be supplied from the Panel Board Circuit Breaker and wired to the power receptacle located in the fascia area shall not be visible from the outside. Circuit breaker, wire size and receptacle shall be rated for the heat cable load requirements and installed per applicable codes.
7. Heating cables must not be energized in summer conditions; ensure that all heating cables are de-energized during the summer.
8. Gutters must be cleaned before installation of the heating cable and free of leaves (combustible material) prior to operation.
9. Installation must be completed by a qualified Electrical contractor.
10. Any damage to roof shingles, gutters, downspouts, fascia, vinyl siding, etc. caused during the installation of the de-icing cable system it is the responsibility of the Homeowner to have all repairs completed by the installing contractor.
11. Heating cable installation must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the de-icing cable installation.

For questions, clarifications please contact CMS

Telephone No. 412-279-9280 Ext. 11

Hickory on the Green Homeowners Association
Retractable Awning Specification for Rear Decks and Patios
Procedure for Obtaining Approval of Alteration

The unit owner shall make application for approval of the alteration on a form provided by the Association (Request for Alteration Approval).

The unit owner's request shall demonstrate that the proposed alteration conforms to the regulations and to the pre-approved color choices.

Responsibility of the Homeowner

The unit owner is responsible for the purchase price (including the installation charges) of the alteration.

The unit owner is responsible for maintenance, repairs and upkeep of the alteration. Maintenance and upkeep of the alteration shall be at the unit owner's expense. Maintenance and upkeep must be consistent with the general standard prevailing at Hickory on the Green.

If the Association determines the alteration has become a nuisance or a hazard, falls into disrepair, becomes unsightly and if the alteration infringes upon the right to free enjoyment of the common element, the Association shall have the right to cause the alteration to be removed at the unit owner's expense.

Awnings shall be removed and stored no later than each October 15th and may be reinstalled no earlier than the following April 15th. The unit owner is responsible for all removal, storage and reinstallation costs.

Specifications

1. All awnings installed on the rear patios and decks are to be as per ASTRUP NO. 37 ALUMINUM HEAD ROD MOLDING attached or equivalent wood.
2. The awnings shall be constructed of "Sunbrella" or equivalent fabric and shall have a traditional scallop.
3. Buildings with gray siding, may have charcoal or charcoal and white stripe, buildings with taupe siding may have beige or beige and white stripe, for use with all units alternate forest green, forest green and white strip or sapphire blue and sapphire blue and off-white stripe may be used.
4. Braiding shall be "Natural". No decorative additions (including, without limitation, fringe or monograms) are permitted.
5. Side drops are optional and permitted.
6. Aluminum or wood head rod molding shall be installed above the overhang.
7. All fittings shall be constructed of galvanized steel or aluminum. Frames must be attached to the deck/patio flooring. They may not be attached to the railing or siding.
8. Installation of the alteration shall be done in a workmanlike manner and shall be accomplished by laborers who are skilled in the installation of awnings.
9. This policy, in conjunction with the legal documents and Rules and Regulations is effective August 26, 1997.

K Wakim
Board President

9/5/97
Date

Arch McIntyre
Board Secretary

9/22/98
Date

**HICKORY ON THE GREEN HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION #3
SATELLITE DISHES**

WHEREAS, the Declaration, Article X, Section 2 states, "The Board of Directors may establish reasonable rules and regulations concerning the use of . . . and individual lots and units. . ."

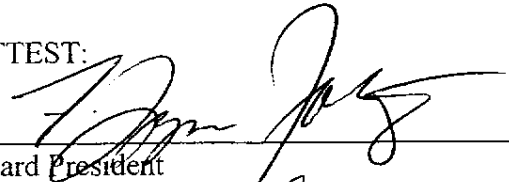
WHEREAS, the Federal Communications Act appears to require associations to permit satellite dishes, but gives the association the right to control their placement.

WHEREAS, a consistent policy on placement of satellite dishes is necessary for the aesthetic value of the community.

THEREFORE, BE IT RESOLVED THAT the following is the regulation for installation of satellite dishes in Hickory on the Green Homeowners Association:

1. All satellite dish installation must be submitted to the Architect Control Committee for consideration and a decision prior to any installation.
2. Only one satellite dish is permitted on each townhouse unit.
3. Satellite dishes may be installed only on the rear slope of the roof.
 - a) On homes where the rear slope faces south, the dish may not protrude above the peak of the roof or be visible from the street.
 - b) On roofs that do not have a south exposure, unit owners must submit to the Architectural Review Committee a recommended installation location for approval that will be least noticeable from the street.
4. All satellite dishes must be maintained in good repair.
5. Any satellite dish that is not in good repair must be removed or replaced with thirty (30) days notification by the homeowners association or agent.
6. Only 18" diameter or smaller satellite dishes are permitted.
7. The unit owner is totally liable for any damage to their unit or their adjoining neighbor's unit as a result of the installation of a satellite dish.
8. This resolution is effective on January 1, 1997.

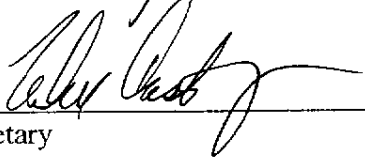
ATTEST:



Board President

1/29/97

Date



Board Secretary

1/31/97

Date

Installation Information

The following information is offered as a supplement to my Request for Approval for the installation of a dish antenna on my Unit:

1. **Equipment Description**

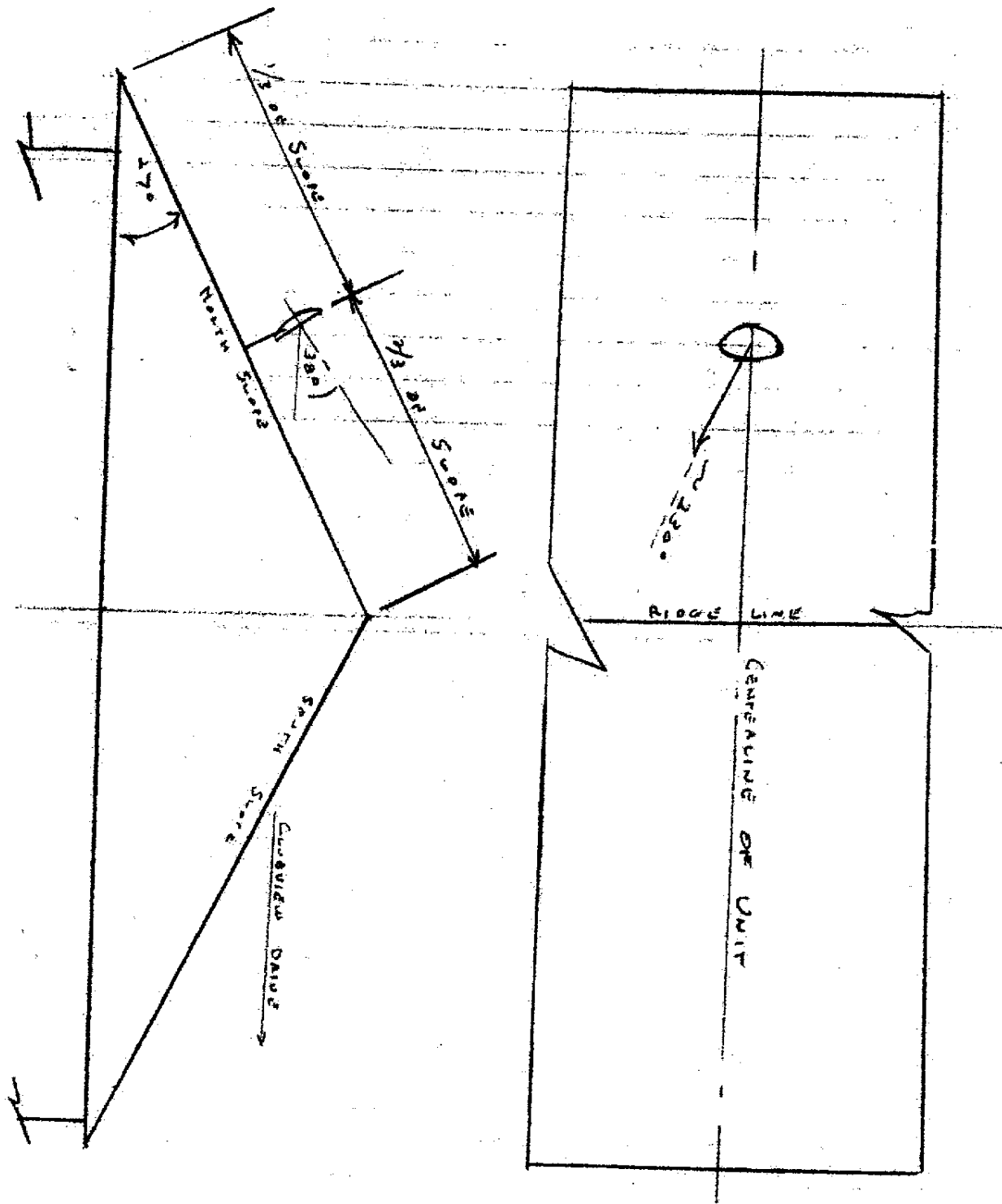
- a) Dish Antenna - the dish is a standard 18" disk of the type that was shown to us by Global Satellite when they met with us to demonstrate their services and technology. The dish is equipped with a heater for snow removal.
- b) Wiring - the wiring is conventional television antenna lead wire, with dark (brown or black) insulation, plus a power wire for the dish heater.

2. **Location**

- a) Requirements - the satellite dish must have an angle of inclination of 38° and site on a satellite in the Southwestern sky with an azimuth of approximately 230° .
- b) The slope of the Unit roof is 27° , allowing the satellite dish to be placed on the North slope of the roof and site over the ridge line to the satellite. Obstructions on the roof are minimal, but do represent a potential obstruction to the dish.
- c) Dish proposed location - it is proposed to install the dish on the North slope of the roof and a point two-thirds of the way from the ridge line to the eave, and half way between the boundary of the two adjoining units.

3. **Installation**

- a) Dish antenna - at the time of installation, the dish would be placed in a preliminary location in the center of the North slope of the roof as previously described. If necessary, the dish would then be moved the minimum distance required to clear any roof obstructions that are noted at the first setting. The dish assembly will be anchored to the roof sheeting using lag screws in silicon sealant.
- b) Wiring - the wires would run from the dish antenna down the North roof slope to the eave. At the eave, the wire would be tucked behind the gutter and fed down to the elevation of the rear deck with the wire traveling behind the down spout. At the rear deck the wire would be brought along the underside of the deck header to a point directly above the entry point into the building, and the down the siding to the entry.
- c) Entry into the Unit - the preferred method for bringing the digital signal into the unit would be through the existing cable television box mounted on the rear wall of the ground floor of the unit. The intention would be to maintain both cable service and satellite service. If I am unable to resolve both the technical and legal considerations to make this entry, the wire on the underside of the deck header would continue in an Easterly direction, past the area of the cable inlet box to a point near the Eastern limit of the Unit. Entry into the unit would be made through a $3/8"$ hole in the siding drilled near the grade level and caulked with silicon compound.



Hickory on the Green Condominium Association

Siding-Mounted Hanging Basket Specification

The unit owner shall make application for approval of the alteration on a form provided by the Association (Request for Alteration Approval).

The unit owner's request shall demonstrate that the proposed alteration conforms to the regulations of the specification.

Responsibility of the Homeowner

The unit owner is responsible for the purchase price (including the installation charges) of the alteration.

The unit owner is responsible for maintenance, repairs and upkeep of the alteration. Maintenance and upkeep of the alteration shall be at the unit owner's expense. Maintenance and upkeep must be consistent with the general standard prevailing at Hickory on the Green.

If the Association determines the alteration has become a nuisance or a hazard, falls into disrepair, becomes unsightly and if the alteration infringes upon the right to free enjoyment of the common element, the Association shall have the right to cause the alteration to be removed at the unit owner's expense.

Specifications

1. The baskets may be displayed consistent with the rules and regulations concerning all flowering basket plantings, for example, they may be displayed only from April through November.
2. The baskets will be attached to the siding using non-permanent siding hangers only. A photo of one kind of non-permanent siding hook is attached. They may be purchased from a variety of home and garden stores as well as on-line. Note that depending upon the weight of your basket; you may require multiple hooks per basket. Typically the weight limitations are listed on the packaging for the hooks. **NOTE:** Permanent installations requiring drilling or other modification to the exterior of the building are specifically **NOT** included in this approval.
3. The homeowner accepts full responsibility to any damage done to the siding and commits to repairing any damage in a timely fashion.
4. The picture of the general type of basket approved is attached. The approval is for a wire basket with a coco liner. The shape may vary slightly from that shown (for example, it may be rectangular instead of the half-circle pictured). Please note that any deviations from this basket type must be submitted to the Architectural Review Committee for approval before mounting the basket.

ATTEST:

Board President

Date

Board Secretary

Date



Vinyl Siding Hooks Set/4
☆☆☆☆☆ Be the first to [Write a Review](#)

Description

Decorate your home without damaging siding, thanks to easy snap-on hooks. No drilling or adhesives needed; simply snap the 4 3/4" long stainless steel hook in place beneath siding seam to support up to 10 pounds.

Example of Basket Type:



**HICKORY ON THE GREEN HOA
WINDOW REPLACEMENT SPECIFICATION**

Effective date: April 6, 2011

Manufacturer: Homeowner's option

Construction: Energy efficient, vinyl construction

Features: Replacement windows shall match existing size and design.

- Single or double hung (single hung windows bottom sash tilts for cleaning, top sash is fixed).
- Double hung windows both sashes have tilting feature).

Color: white exterior

Hardware: Cam type lock, colored white

Glass: insulated, double pane, clear glass or energy saving glass Low-E, Low-E-366 and Low-E-366 argon filled. Energy savings glass is preferred.

Grille patterns: All front and side windows shall have decorative grilles between the glass panes. Grille pattern shall be colonial style, 5/8 inches wide, six (6) panels per sash. Grille patterns are not required on back side of units.

Ventilation screens: Homeowner's option

Warranty: Varies by Manufacturer

Replacement windows must comply fully with this specification. It is the responsibility of the Homeowner to inform CMS of any deviations or substitutions proposed. Prior written approval from CMS is required to proceed with the window replacement.

For questions, clarifications please contact: CMS, Telephone No.: 412-279-9280 Ext 11

Partial listing of previously approved Manufactures/Contractors (For reference only)

Excalibur / Keystone)
Swingline / Legacy Renovating 412-341-1933

ATTEST:

Board President

Date

Board Secretary

Date