

# *Sewickley Heights Manor*

## *Homes Association*

### BOARD OF DIRECTORS

## GENERAL REGULATIONS GOVERNING BUILDINGS AND GROUNDS

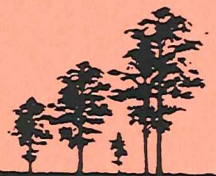
Sewickley Heights Manor is a planned residential community with an integrated design of buildings, grounds, and roadways. Property values and attractiveness of the Manor depend on maintaining architectural and landscape continuity throughout the community. It is the responsibility of the Board of Directors to establish and enforce architectural and grounds controls to maintain aesthetic harmony in the Manor.

Both the By-Laws of the Association and the Declaration of Covenants, Conditions and Restrictions, along with the First Amendment, contain information concerning modifications to and maintenance of buildings and grounds in the Manor. Homeowners should be familiar with the contents of all of these documents.

This document, *General Regulations Governing Buildings and Grounds*, contains more detailed information about:

- 1) Alterations, additions, or other changes which are and are not permitted to buildings and grounds;
- 2) Specific procedures, which must be followed to obtain Board approval before making alterations, additions, or other changes to buildings or grounds.

**Please retain this information and refer to it before making any change to your unit or to the adjacent grounds.**



**Board of Directors  
Sewickley Heights Manor**

**GENERAL REGULATIONS  
GOVERNING BUILDINGS AND GROUNDS**

1. In General

(a) Scope.

This document covers Board regulations applicable to: 1) alterations, improvements, or installations on the exterior of buildings and on the grounds of the Manor; 2) other matters affecting buildings and grounds, or activities conducted within the Manor. Such regulations may be enforced, administered and interpreted by the Board itself, or by the Board acting through the Architectural Control Committee or the Landscape Committee.

This document does not cover regulations applicable to the use of the swimming pool, tennis courts, or other amenities. Regulations for those activities are addressed in other regulations particularly applicable to those activities only.

(b) Purpose.

To enforce the covenants concerning architectural harmony of exterior improvements to buildings; to exercise control over the use and appearance of the grounds of the Manor, including both common areas (land owned by the Association) and grounds adjacent to buildings on privately owned lots; and exterior of buildings; to adopt policies and standards to describe how control will be exercised; to lawfully regulate certain activities in the Manor; to achieve continuity, stability, and consistency in enforcement between old and new Boards.

(c) Definitions. Unless the context indicates otherwise:

Board means the Board of Directors of the Sewickley Heights Manor Homes Association acting in its own name, or through the Architectural Control Committee or the Landscape Committee (where permitted by the Declarations and By-laws).

Association means the Sewickley Heights Manor Homes Association.

Manor means the planned residential development known as Sewickley Heights Manor (includes The Ridge area).

(d) Application. These regulations apply to:

1. Proposed alterations, additions or other changes: 1) to any exterior feature of any residential unit in the Manor; 2) to any part of the grounds in the Manor, including both common areas, and grounds within private lot areas immediately adjoining the walls of any building.
2. Unauthorized conditions: alterations, uses, or improvements to buildings or grounds made without prior written approval of the Board and not in compliance with the covenants, or with Board regulations.

(e) Authority.

The Board's authority to adopt and enforce these regulations is in the applicable covenants to which all property owners in the Manor are subject.

With respect to common property owned by the Association, the Board exercises the authority of a landowner.

The publication of these regulations is not intended to and shall not create vested future rights. The Board reserves the right to amend these regulations from time to time based on a number of factors, including experience and input from residents.

1. In General (Continued)

(f) Controls necessary to protect property values.

The Manor is a planned residential development with an integrated design of buildings, grounds, and roadways. The development is based on the cluster concept, that is, areas of higher density are offset by common clean and green areas. The value of its property and the attractiveness of the Manor as a place to live depend on maintaining the architectural values of the development. This applies to existing buildings and grounds as well as to any new additions to the Manor.

The Board shall strictly enforce architectural and grounds controls to maintain harmony between proposed improvements and the existing elements of style, appearance, design, color, texture, profiles, and elevations. Improvements must harmonize both with the building and grounds in which the unit is located, and with the Manor as a whole.

(g) Strict controls are compatible with some flexibility.

The requirement of harmony does not mean rigid adherence to what already exists. Maintenance of harmony is not a mechanical or inflexible process.

As a concept, "harmony" must conserve basic architectural and visual values of the existing development; however, it must also allow room for some individuality. The requirement of "harmony" must be applied with sound judgment to encourage quality investment in residential units, and to avoid excessive intrusion into matters of personal choice. The Board may consult a qualified architect or landscape architect for assistance as to whether a proposed improvement will (or will not) conserve visual values in the Manor.

Some variety or individuality within a particular building or unit may be acceptable if the visual impact of the improvement as a whole is harmonious.

Among the factors which the Board may consider in determining whether the improvement is harmonious are: location (especially where visibility is restricted), professional design, color, texture, materials, appearance profiles, elevation, style, and cost of maintenance.

(h) Harmonious improvements enhance property values.

It is a Board policy to encourage unit Owners to make visually harmonious exterior improvements to their individual units because such investment enhances property values throughout the Manor.

(i) Impact of improvement on unit assessment.

Where the proposed improvement will raise Manor maintenance costs for that unit, the unit assessment may be equitably adjusted to recapture that cost. The Owner shall be furnished with calculations showing how his/her monthly assessment may be affected, if at all, by any proposed improvement.

(j) Controversial improvements notice.

Where there is cause to believe that the proposed improvement is controversial in the sense that it may adversely affect the rights or interests of adjoining Owners, notice of the proposed improvement may be circulated by the Board to other units in the same building, and in immediately adjoining buildings. Such residents shall then be given reasonable opportunity to be heard at a regular or special Board meeting, before any final action is taken.

(k) Proposed new additions to the Manor.

As new building additions are proposed for the Manor, the Board shall require the cooperation of the developer in submitting in advance of any required government hearings a detailed description of the design and appearance of the proposed additions so that the Board can determine whether the proposed additions harmonize with the buildings and visual elements of the existing plan of development.

### 1. In General (Continued)

After obtaining such review, if the Board should determine that the proposed additions do not meet the requirements of the covenants and these regulations, the Board shall request any necessary changes.

### 2. Controls Governing Unauthorized Conditions

- (a) The Board shall diligently abate, or cause to be removed, unauthorized, conditions on buildings and grounds of the Manor.

An unauthorized condition is one not approved in advance by the Board, acting by itself, or acting through the Architectural Control Committee or the Landscape Committee (where permitted).

A non-conforming condition is one, which is in violation of the covenants, or incompatible with landscaping policies of the Board for Manor grounds, and which would be denied under current Board policies in effect at the time a belated application was made to the Board or to the appropriate Committee.

- (b) Unauthorized condition - recently installed or construction in progress.

If an unauthorized addition or change to the exterior of a building or any part of the grounds of the Manor has very recently been installed (within 90 days), or where construction is in progress, the Board, the proper Committee, or the Operations Manager shall give immediate notice to the unit Owner that the work is unauthorized, that it may be non-conforming, that the Owner must stop work on the unauthorized alteration until the Owner has applied for approval, and that the Owner proceeds at his/her own risk without such approval.

If, upon belated application by the Owner, or upon failure to apply after notice, the Board determines that the improvement is non-conforming, it shall require changes in the work at the Owner's expense to make it acceptable, or it shall deny the application, and order the Owner to remove the work and restore the property to its former condition at his/her sole expense.

If the Owner shall fail to comply with the order within a reasonable time, the Board shall commence court proceedings to have the condition removed at the sole expense of the Owner, including reasonable attorney fees and costs incurred by the Board.

- (c) Regular inspections.

The Operations Manager and the Landscape and Architectural Control Committees shall be responsible for regular drive-around inspections of the Manor to observe any unauthorized installations on buildings and grounds. All such conditions shall be promptly reported to the Board.

### 3. Application by Unit Owner

- (a) Owner shall apply for approval.

Only the Unit Owner may apply for approval. A non-owner occupant may apply as agent for the Owner, provided the application is countersigned by the Owner, giving his/her name, address, and telephone number. All owners must sign the application.

- (b) Owner shall submit all necessary information.

The Owner shall submit all necessary information in writing concerning the plans and specifications for the proposed modification.

The information must be sufficiently specific so that the Board or the proper committee can understand the details of the improvement, so that the visual impact of what is proposed can be known, so that compliance with standards can be determined, and so that when the improvement is completed and inspected, the plans and

### 3. Application by Unit Owner (Continued)

specifications approved can be used to determine whether the “as built” or “as installed” modification complies with those specifications.

(c) Types of supporting data required.

Scale drawings, measurements, dimensions, elevations, sizes, colors, textures, details of style or design, nature of materials to be used, samples, specifications, sketches, photographs, written consent of adjacent owners, and manufacturer’s data should be submitted, as appropriate.

(d) Owner shall designate who will do the propose work, and within what time period it will be done.

The application shall state who will do the work; whether the work is to be done by a commercial contractor, or by the Owner. The Owner shall also specify within what calendar period the work will be done, and the estimated date of completion.

1. Work done by Contractors. If the work is to be done by one or more contractors, the Owner shall give the name, address, and telephone number of each contractor. If that information is not available at the time the application is filed, then approval of the application shall be conditioned upon the Owner furnishing the information in advance of performance of any part of the work.
2. Work done by the Owner. If the work is to be done by the Owner, the Owner assumes responsibility for, and must substantiate his or her capability in performing the work in a safe, skilled and competent manner, such that the completed work will be of good quality and workmanship in accordance with the approved specifications, and in compliance with any applicable codes.
3. Work which must be done by a contractor. The Board reserves the right to require a proposed improvement be done by a qualified contractor of the Owner’s choice who is skilled in the performance of such work.

(e) Advance approval and final inspection required.

No exterior work shall be performed unless the Owner first files an application approved in writing by the Board or by the authorized Committee representative. This includes, but is not limited to, erection of improvements, decks, installation/ replacement of awnings, painting, window replacement, modifications to concrete patios, heat pumps, and landscape changes.

All approvals are preliminary only and are conditioned upon final inspection. The Owner has the obligation to notify the Board promptly when the work is completed.

No approval shall be final or binding upon the Board unless the Owner notifies the Board in writing that the improvement has been completed, and a final inspection of the work has been made approving it “as built”.

Final inspections shall be made by Operations Manager, or by a designated member of the proper Committee. Final inspections shall be reported in writing and filed with the Board office. These requirements shall be stated upon the application form.

(f) Conditions, code compliance.

If any conditions are contained in the approval which must be performed before the Owner commences construction, failure to perform those conditions shall render the approval void. The Owner or his/her contractor are responsible for compliance with any applicable government codes in performance of the work. Approval of the application by the Board does not relieve the Owner of any obligations imposed by law.

(g) Incomplete applications.

Incomplete applications shall be returned to the Owner indicating where the information is incomplete, and the date returned.

### 3. Application by Unit Owner (Continued)

If the missing information is not promptly furnished, the Board may deny the application on the ground of incompleteness by serving notice of such denial in writing by ordinary mail.

(h) Approval: how, when, how communicated.

The Board, or appropriate Committee as delegated to by the Board, shall approve or disapprove an application within 60 days of receipt of the application. The decision will be communicated to the homeowner in writing. The 60-day period the Board has for approving an application shall not begin until the owner has submitted a properly completed application.

(i) Work commenced within 60 days.

The approved work shall begin within 60 days of approval unless specifically stated in the written approval notice issued to the Homeowner.

(j) Completed improvement must conform with data in approved application.

The completed improvement shall in all respects conform to the specifications submitted with the application.

In submitting the application, the Owner and his/her contractor shall certify in writing that the Owner has supplied all necessary and accurate information about the proposed improvement to permit the Board, the Architectural control Committee, or the Landscape committee to make a determination that the specifications for the improvement meet the covenant requirements and Board regulations described herein, and shall warrant that the work shall be done as represented, subject to the Board's approval and any conditions therein.

(k) Post-approval changes in work.

If the Owner makes any changes in the work described in his/her application after approval is given, the approval is void and of no effect unless such changes are approved in writing before the Owner commences construction of the work or the changes.

(l) Uniformity and consistency in treatment of applications.

Applications from different unit Owners for similar improvements shall be treated in a consistent and uniform manner, subject to reasonable distinctions based on differences in visual impact due to the nature and location of a particular kind of improvement.

(m) Removal of unauthorized work.

The Board reserves the right to order an Owner to dismantle or remove at his/her own expense any addition or modification which has not been duly approved in writing in advance, or to correct or remove any item which does not comply with the specifications contained in the approval.

(n) Appeal to the Board.

In the event that an Owner's application is rejected by the Architectural control Committee or the Landscape Committee, acting as delegate for the Board, the Owner may appeal the committee's decision to the Board either in writing or by attending a Board meeting.

### 4. Permitted and Non-Permitted Modifications to Buildings

#### Deck Enlargements/Improvements/Privacy Walls

(a) Deck enlargements incident to replacement (Townhouses).

The Manor has established a regular program of deck maintenance and replacement. Owners may check with the Manor office to determine when their deck is scheduled to be replaced. Regular deck replacement is at no additional cost to the owner, but the incremental cost for enlargement on a square foot basis is chargeable to the owner.

#### 4. Permitted and Non-Permitted Modifications to Buildings, (Continued)

The Manor has retained an architectural consultant and has adopted standard plans and specifications for deck replacement and enlargement. Owners may review these specifications to determine whether deck enlargement is permitted for their unit, and what the Owner's cost will be for such enlargement.

This system will insure that when decks are extended or replaced, suitable architectural standards will be in place to control quality of construction, appearance, design, ease of maintenance, and durability.

(b) Deck improvements outside regular replacement schedules (Townhouses).

Applications for deck improvements are subject to standard architectural specifications for decks and deck improvements for the building in which the Owner's unit is located, as adopted by the Board of Directors.

Copies of drawings and specifications for such approved architectural formats are available for the Owner's inspection in the Manor office.

(c) Privacy walls (Townhouses).

Decks and deck extensions shall be suitably screened from adjoining deck units in the same building so that each owner may use his deck in privacy. All screening must conform to standard Manor specifications unless otherwise noted. With respect to certain deck extensions, the following requirements apply:

Deck extension involving end unit deck having adjoining deck of different height.

An end unit deck shall have only a railing on the end side; no privacy wall shall be permitted on the end side unless such wall existed as original construction.

The privacy wall on the opposite side shall run from the end of the exterior wall to the outer beam of the deck, and shall meet all other requirements of the Manor specification sheet with respect to materials, height, and shape.

Deck extension involving end unit deck having adjoining deck extended to same depth, or having standard depth.

An end unit deck shall have only a railing on the end side; no privacy wall shall be permitted on the end side unless such wall existed as original construction.

The privacy wall on the opposite side shall be the depth of the deck from the dwelling unit wall to the outer beam and shall meet all other requirements of the Manor specification sheet.

(d) Decks, Single-Family Homes

Upon obtaining the necessary approvals, single-family home decks can be enlarged, subject to Aleppo Township ordinances and approval.

Additional deck on the side of single-family homes is not normally permitted.

#### 5. Awnings

All awning installations, both initial and replacement, must be approved by the Architectural Control Committee prior to being put in place. The Owner's application form must describe in detail the size, location, colors, design, and other relevant data, including a sample or an accurate color photograph of the awning material.

The awning shall not exceed the perimeter and elevation lines and profiles of existing architectural features of the building in which the unit is located. Awning shall harmonize in color and design with any neighboring awnings, with particular attention to the architectural features of the building in which the unit is located.

## 5. Awnings, (continued)

Awnings on a particular building shall be of substantially similar size and design, and shall harmonize in color.

Awnings shall be of colors and fabrics which do not readily show dirt and discoloration, which are easy to maintain, and which closely coordinate with the colors of awnings of adjoining units in the same building and in nearby buildings.

Strong, bright stripes or other highly visible linear or graphic patterns or colors are not generally recommended and are likely to be rejected by the Architectural Control Committee.

## 6. Windows; Storm Windows; Bay Windows; "Greenhouse" Window Enclosures; Skylights; Glass Enclosures (Windows, Bays, Canopies)

### (a) Window changes are subject to strict control.

Windows, window frames, and storm windows are a highly visible feature of Manor architecture.

The size, appearance, and location of existing windows, and the network of small panes they may contain (muntins) are essential to the harmonious design of the Manor.

The suitability of existing windows is directly related to their style, their scale relative to the size of the building in which they are located, and to their proportions with respect to the area of the walls and surfaces in which they are located.

All window changes (including in-kind replacement in same frame color, style, and design, but with greater insulating values) shall be strictly controlled.

All applications for window changes must be reviewed both by the Architectural Control Committee and Operations Manager. The application must list in specific detail the size, color, type, material composition, type of glass, and type of frame coating. The application should include literature, pictures, or drawings of the proposed window, including dimensions and warranty information.

### (b) Changes from existing size and appearance.

Changes from the existing size, color, style or design of a window that are not harmonious with other windows in the same unit or with adjoining units in the same building are not recommended and will not be approved.

Newer units (duplexes and single-family homes) have double hung windows. Some (a few) of the original units also have double hung windows. Double hung windows are considered to be acceptable as replacement windows in older units if they meet other limitations and change requirements.

Casement windows have been used in recent years as replacement for original sliding windows. The use of replacement casement windows loses much of the Tudor architecture integrity. They will not be approved as replacement windows unless a unique situation is approved by the Board of Directors.

### (c) Preservation of muntins.

Most existing windows in the Manor contain a smaller network of panes (muntins) separated by black or brown divider bands. This is an important architectural detail which harmonizes with the Tudor style of the Manor, and must be retained in any replacement windows. Replacement windows should contain similar-sized muntins to maintain scale.

The use of diamond-shaped muntins should be limited to replacement in kind, or to maintain harmony with installed windows in the unit or other units in the building.

### (d) Colors.

The colors of replacement window frames and muntins shall match the color of the existing window frames.



## 6. Windows, etc. (continued)

- (e) Skylights, greenhouse bays or enclosures.

Skylights may be approved under certain conditions. Two conditions definitely apply: Skylights must be located in the rear of the unit, and an agreement to maintain them must become part of the recorded title. Other important conditions are indicated on the application form.

In general, Greenhouse bays have been found to be non-conforming principally due to a clash of architectural styles.

- (f) Storm windows that do not noticeably change the appearance of existing windows are permitted.
- (g) Plastic sheeting of windows is not permitted.

## 7. Doors and Storm Doors

Doors and storm doors are a highly visible feature of units in the Manor and homes at the Ridge. As such, they must be strictly controlled. Any replacement door or storm/screen door must harmonize with the color, style, design, and appearance of the existing door and with the doors of surrounding or adjoining units or homes.

Doors must be of high quality and good appearance.

The application shall include a full description of the color, type, glass size, and other specifications, including a photograph or drawing. It shall also state whether the proposed door has any features of design, color, or appearance which are different from other doors or screen doors in the same building or in the case of single-family homes, its near neighbors.

For single-family homes, the new standard set for storm/screen door style allows for two choices. One is a full-view style painted to match door or trim; or a horizontal strip style, painted to match the door. When painted, the door should provide no contrast in color to the door or trim. Photographs of these new standard styles are available in the Manor office for any homeowner to examine.

Certain single-family homes in the Ridge will require the modification of door frame to accommodate a storm/screen door. The standard for that specific modification is available for your contractor's perusal.

Specific colors have already been established as the door color for any townhouse building in the Manor, any new storm/screen door must comply in color. Therefore, all screen/storm doors in a single building, must harmonize with its neighbors in a single style and same color. In single family homes and duplexes, where each door is viewed individually, this color and single style rule does not apply.

Any change in color or compliance with the above must be approved by the Architectural Control Committee.

## 8. Wall Trellises

- (a) Prohibitions

Installation of trellises is prohibited without the advanced approval of the Board of Directors or its designated committee. Trellises are not permitted to be attached to a building or privacy wall. Trellises should be installed at rear of unit.

- (b) Maintenance

Owner must, at their expense, properly maintain the trellis. If trellis is not properly maintained, the Association may remove the trellis, at owner's expense, upon written notice to the owner.

## 9. Other Installations

Other installations or modifications to building exteriors prohibited without written approval by the Architectural Committee or the Board include but are not limited to: basketball backboards (permanent or portable).

10. Permitted & Non-Permitted Installations on Manor Grounds,  
Including Grounds within Private Property Lines Adjacent to Buildings.

In this section, "Owner's grounds" means the grounds of the Manor located within the Owner's lot on which his/her unit is located. This is a strip of land usually less than 3 feet wide which runs along the outside walls of an Owner's unit.

(a) Definitions.

"Common areas" or "common properties" means all grounds of the Manor (including all private roadways) owned by the Association, which includes all land of the Manor other than land within individual lots on which individual residential units are located.

"Manor grounds" means common areas, roadways other than township roads, and grounds within an Owner's lot adjacent to the walls of his/her unit.

Erection of roofed structures, such as porches, are not permitted on the common property contiguous to an owner's property. Such a structure would be considered to be part of the residence and could only be constructed within the owner's lot.

(b) Installations on, or other changes to, Manor grounds are prohibited unless approved in advance.

The installation of any modifications to or installations on Manor grounds is prohibited without the advance approval of the Board or its designated committee. This includes (but is not limited to):

|              |                 |           |
|--------------|-----------------|-----------|
| Birdbaths    | Mailboxes       | Stairs    |
| Flagpoles    | Railroad ties   | Statuary  |
| Flagstones   | Retaining Walls | Trees     |
| Garden Plots | Rock/Stone Beds | Trellises |
| Lamp posts   | Shrubs          | Walls     |

Any type athletic, gymnastic, or recreational equipment  
Bathing enclosures, spas, hot tubs  
Railings, dividers, or partitions

Those which are permitted include flower pots/baskets, grills, national flags and seasonal flags in good taste, patio furniture, and other items which are removable without damaging units and/or portable and are of such a size, quantity, appearance, and juxtaposition that they would be considered by the Board to be harmonious with, and non-disruptive to, neighboring units.

(c) Installations on common property; primarily for benefit of Owner.

If the Board approves an installation on common property which is at the sole expense and for the primary benefit of an Owner, then the Board shall either:

1. Require the Owner to properly maintain the condition and to remove or abate the condition in default of proper maintenance; at the Owner's expense, upon due advance written notice to the Owner.

Example: A flower garden with railroad ties.

2. Determine the cost of maintenance of the alteration, obtain the Owner's written consent to equitably adjust the Owner's assessment to recapture that cost, and assume the direct responsibility for maintenance.

Example: A stairway on common property leading from an Owner's rear deck to his garage driveway.

(d) Installations on, or modifications to, common property for the mutual benefit of the Owner and the Manor.

Where an owner proposes an alteration to common property which is for the mutual benefit of the Owner and the Manor, the Board may either require the Owner to pay the entire initial cost of the improvement or apportion the initial cost.

## 10. Permitted & Non-Permitted, (Continued)

Examples include a high quality tree or shrub, an additional guest parking space, or an off-street unloading space.

### 11. Guest Parking

Sewickley Heights Manor has designated "Guest Parking Only" areas with appropriate signage. These areas are restricted to Authorized Vehicles belonging to guests of Manor residents, or Authorized Vehicles of Manor residents where a resident elects to accommodate their guest. Parking must be head-in only to allow a clear view of the rear license plate. For purposes of this regulation, an Authorized Vehicle is defined as a passenger automobile (i.e., car, truck, sport-utility or van) with a gross vehicle weight of 6,000 lbs. Or less. Campers, recreational vehicles, or trailers of any kind are strictly prohibited.

Parking in "Guest Parking Only" areas is limited to three consecutive days. Residents must request permission from the Manor office, prior to the third consecutive day, if an extension of time is required.

A notice may be affixed to the vehicle to warn any vehicle operator violating this regulation. Once notice is given, the offending vehicle must be removed within 24 hours or it may be cited or towed. Owner will be responsible for any expenses.

### 12. Outdoor Carpeting

The use of outdoor carpeting at front or rear entrances, decks, or walkways (excluding conventional doormats) creates serious problems of harmony, appearance, and maintenance which make such improvements inherently objectionable. It is the policy of the Board to prohibit such installations and to phase out existing installations.

Existing permitted installations, if any, will be deemed a non-conforming condition for which an abatement period will be set not to exceed the useful life of the material while it maintains a good appearance, or when the owner sells his unit, whichever occurs first.

Such installations shall not be renewed or replaced by the owner. They shall be removed at the end of their useful life, i.e., when the existing material wears or deteriorates to a point where it becomes unsightly or would normally be replaced. The Unit Owner shall be responsible for repairs to concrete damage caused by the original installation and/or removal of outdoor carpeting.

The Board shall identify all existing installations and give due notice of this policy to the Owner.

### 13. Outside Light Fixtures

(a) **Subject:**

All resident building exterior light fixtures (excluding front yard post light fixtures).

(b) **Policy:**

Maintenance for the above described light fixtures falls under the complete control of the Association maintenance duties to the extent, but not limited to, the itemized information listed below. Also, the only approved source for any of the above-described light fixtures must, and will be, the Association.

1. The Association will stock or have available a source for the light fixtures. No other sources will be allowed.
2. The cost for the light fixtures must be made by the homeowner. They will be sold by the Association at their cost with no mark-up for handling, stocking, or profit.
3. The installation of the fixtures will be by Association employees at no cost to the homeowner. This assumes the wiring, connector box, etc. are all in working order.

### 13. Outside Light Fixtures, (Continued)

4. If any electrical work is required as described in #3 above, prior to installing the fixture itself, the owner must arrange for an outside electrician to perform this work at their cost.
  5. The Association will not paint or repair existing fixtures but will only install new fixtures to satisfactory wiring and connector boxes.
  6. The Association will not be responsible for changing bulbs in any light fixtures connected to the unit.
- (c) Policy Applies:
1. When any home owner requests a new light fixture.
  2. When the Maintenance Department and the Board both dictate that a homeowner's light fixture must be replaced because it is in disrepair, not in working order, or is not of the proper design, color, size, etc. for the building in question. In these instances, written notice will be sent to the homeowner.
- (d) Exterior Lights – Single-family homes
1. The repair or replacement of outdoor light fixtures is the responsibility of the homeowner.
  2. Replacement of outdoor post lights must be approved in advance by the Architectural Control Committee.

### 14. Driveways

(a) Responsibility for maintenance.

The maintenance, repair, and replacement of driveways shall be the responsibility of the Manor because most of the area of such driveways is located on common property, over which the owner has an easement for right of way between his dwelling unit and the roadway.

(b) Owner responsibility.

Owners shall keep their driveways in a neat and orderly condition, free of the storage of any materials or objects, other than passenger motor vehicles bearing valid registration and inspection. This includes, but is not limited to, boats, motorcycles, campers, motor homes, and recreational vehicles (RVs).

(c) Disabled or inoperative vehicles.

The storage on a driveway of any disabled or inoperative vehicle for more than 15 calendar days is prohibited. Such vehicles must be kept garaged until repaired or removed.

The storage on a driveway of any disabled vehicle does not have a valid registration and inspection of which materially detracts from the appearance of the Manor shall be terminated within 5 days after due written notice from the Board.

### 15. Roof and Exterior Wall Maintenance, Interior Water Leaks; Interior Water Damage Claims

(a) Maintenance program for roof and exterior walls.

The Board has established a regular program of roof and exterior wall inspections throughout the Manor as part of its maintenance responsibilities, with special attention to flashing areas.

(b) When repairs are made.

Pursuant to these inspections, roof and wall repairs are made with reasonable diligence where needed. Other

## 15. Roof and Exterior Wall Maintenance, (Continued)

repairs between inspections are made where residents notify the Board of any roof or wall defects or leaks which may come to their attention.

(c) Owner responsibility.

Within their reasonable ability to do so, Owners are expected to make regular "walk-around" inspections of the exterior parts of their dwelling units at ground level to discover and report any defects the Board may not be aware of which may require prompt repair.

(d) Roof replacement.

In addition, the Board has established a general timetable for roof replacement.

(e) Occurrence of water leaks.

Despite good maintenance practice, defects or wear may arise between inspections, or defects or wear may go unnoticed, or defects or wear may be unnoticeable, concealed, or latent so that they are not discovered by regular inspection practice.

Such defects or wear may cause water leaks in some dwelling units from time to time. Such leaks occur in roofs, chimney flashing, exterior walls, or window frames and sills. They may cause water damage to interior walls, floors, furnishings, and other articles of personal property in the interior of the dwelling unit. Interior damage from such leaks is defined in this paragraph as "interior water damage."

Good Manor maintenance cannot guarantee an Owner against the risk of interior water damage.

(f) Disclaimer of liability for interior water damage.

The Manor does not insure the Owner. The Manor will not be financially responsible for the risk of interior water damage to a dwelling unit caused by water leaks including, without limitation, those occurring through the roof, flashing, chimney pipes, exterior walls, or through window frames and sills.

(g) Owner shall secure commercial insurance or self-insure for the risk of interior water damage.

Article V of the Covenants requires that each owner shall keep his/her unit insured against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance, under policies issued by the companies designated by the Board.

It is the policy of the Board that Owners shall protect themselves against the risk or hazard of interior water damage by obtaining commercial insurance coverage for such risks in a policy of insurance required under Article V of the Covenants. Such insurance shall be in lieu of any legal responsibility, if any, the Association or the Board may have for such loss, all of which legal responsibility is hereby expressly disclaimed.

If an Owner is in doubt as to whether he/she has such coverage and what kinds of loss are covered, he/she should check with his/her insurer. Such coverage is usually included in the so-called "homeowners policy," but such coverage may not extend to furnishings or articles of personal property without a special endorsement.

The Owner should also check to see if there is a "co-insurance" or "deductible amount" clause in his insurance coverage, and decide for himself/herself what part of such risk he/she wants to self-insure under a co-insurance or deductible clause.

## 16. Mailboxes

(a) Single-family homes

Replacement of mailboxes and mailbox posts for single-family homes are the responsibility of the homeowner. Written approval must be obtained from the board prior to replacement.

16. Mailboxes, (Continued)

- (a) Townhouses  
Replacement of townhouse mailbox locks can be handled through the Association Office. The cost of the lock will be the responsibility of the homeowner. Other minor mailbox repairs can be handled through the Association.

17. Signs

No sign, lettering or numbering of any kind shall be affixed to or displayed on any lot or Unit, except for:

- (a) One (1) professional sign of not more than one (1) square foot for security purposes
- (b) One (1) sign of not more than five (5) square feet advertising the Unit for sale or rent, for display in a single window of the Unit
- (c) Signs used by the Developer to advertise Lots or Units during the construction and sales period
- (d) Unit or house numbering approved and provided by the Board of Directors

For purposes of this paragraph, and the exceptions noted, illuminated signs, lettering or numbering are prohibited.

## ACKNOWLEDGMENT

I (we), owners of \_\_\_\_\_ acknowledge  
(ADDRESS)

receipt of Sewickley Heights Manor Homes General Regulations  
Governing Buildings and Grounds, amended 3/8/02.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_