

# Rules and Regulations

## Villas at Isleworth

Revised June 2021

Changes from the original & January 2018 Rules & Regulations are highlighted in **bold RED**. If you decide to sell your Unit, please be certain to provide this information to your prospective buyer before a sale is finalized.

## **RULES & REGULATIONS, THE VILLAS AT ISLEWORTH**

Specifically defined herein, the terms used in these Rules & Regulations shall have the same meanings as defined in the Declaration of Condominium of the property known as THE VILLAS AT ISLEWORTH, a Condominium created under & subject to the Pennsylvania Uniform Condominium Act. All **current** & future owners, mortgagees, lessees & occupants of the Units & of the Common Elements & their agents, employees, guests & any other person or entity who or which may use the facilities of the Property are subject to & bound by these rules & all amendments thereof.

### **A. DEFINITIONS**

1. "Association" is the Unit Owners' association of the Condominium which shall be known as the "THE VILLAS AT ISLEWORTH CONDOMINIUM ASSOCIATION";
2. "Building" or "Buildings" refers to any building located on the Property;
3. "By-Laws" means By-Laws of the Condominium Association;
4. "Common Elements" are all portions of the Property except the Units;
5. "Declaration" is the Declaration of Condominium, as the same may be amended from time to time;
6. "Executive Board" is the Executive Board of the Association;
7. "Limited Common Element" are any portions of the Common Elements which are (a) described as such in the Act, &/or (b) identified as such in the Declaration, &/or (c) identified as such in the Plats & Plans; &
8. "Unit" is a Unit as described in the Declaration & shown in the Plats & Plans.

### **B. General**

1. These Rules & Regulations are adopted pursuant to the Declaration of Condominium & the By-Laws & **will** be enforced in accordance with those documents;
2. The Executive Board reserves the right to amend these Rules & Regulations at any time from time to time;

3. The Units & Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration & By- Laws;
4. No Resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Units in the Condominium development or do or permit anything to be done that will interfere with the rights, comfort or convenience of other residents. This includes motorized vehicles, radios, fireworks, **pets**, discharge of firearms, etc.;
5. Unit Owners are responsible for any property damage caused by the families, pets, guests or decorative items including wreaths or other door decorations;
6. Unit Owners will be responsible for all damage to any other Unit(s) or to the Common Elements resulting from such Unit Owner's failure or negligence to make any necessary repairs to **their** Unit;
7. Each Unit Owner is solely responsible for the proper care & maintenance of their Unit; **specifically:**
  - a. **Front & sunroom doors – following the color palette for your quad, you may paint your exterior doors. A Sherwin-Williams color chart is available in the Clubhouse, or by emailing the Board;**
  - b. **Garage Door;**
  - c. **Lamp posts (replacing photoelectric sensor or burned-out lamps); PLEASE DO NOT replace the lamp fixture itself – contact the Board to seek a suitable remedy & match;**
  - d. **Outdoor light fixtures (near the front, sunroom & garage door);**
  - e. **Outdoor faucet;**
  - f. **Doorbell;**
  - g. **All windows;**
  - h. **All utility connections, from individual Unit to main utility tie-in;**
  - i. **Water heater & HVAC units;**
  - j. **Any installations (concrete, radon, awning & sun tunnels) for which the Unit Owner signed a waiver to relieve our Condominium Association of any responsibility; &**

**k. Heat Trace (roof top wires) – if you're interested, please contact the Board for information (this is paid for by the Unit Owner);**

8. Maintenance of the Common Elements & structural repair of the Limited Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a limited Common Expense, as the Declaration provides;
9. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Common or Limited Common Element(s);
10. Bicycle riding is permitted on paved areas only; &
11. Playing games on driveway areas & streets is prohibited.

**C. AESTHETICS**

1. All personal property shall be stored within the Units. **While this can be an inconvenience for hose carts, gas grills & the like during warmer months, please be considerate of your fellow quad-mates & guests regarding the outward appearance of your Unit. Please limit the number of items placed along your driveway to no more than two (2);**
2. Only neutral (white, ivory, or crème or neutral wood stain), blinds, drapes or linings thereof will be permitted, which may be visible from the exterior;
3. Reasonable front door decorations are permitted providing they do not detract from the general appearance of the Building. Holiday decorations must be removed in a timely manner;
4. Residents shall not hang laundry, towels, rugs, etc. outdoors on lines, fences or **patio railings/gates;**
5. A "For Sale" sign may be placed in the window of a Unit. A small home security sign may be placed outside, close to the Unit. An "Open House" sign of a standard real estate tent type is permitted in the Unit Owner's driveway & may be displayed for a maximum of four (4) hours on the day of the open house. No other signs are permitted unless approved in writing by the Executive Board;

6. Annual flowers & plants may be planted in mulch areas in the proximity of each Unit. However, large decorative shrubs must be compatible with the landscaping plan & may be planted only with prior written approval. The Association shall in no event be liable for the loss, destruction, theft or damage of plants which are planted by the Unit Owner;
7. Planter(s) & flower box(es) can be attached to the lamp post &/or fencing, with "zip ties", wire or tape. Any damage done to the lamp post or fencing by the planter(s) &/or flower box(es) must be repaired by the Unit Owner & the Unit Owner is liable for the cost of all repairs. Flower boxes cannot be attached to any Building;
8. Trash, trash cans & debris may not be permitted to remain or be placed on driveways, sidewalks & stoops. Trash cans must be stored in the garage;
9. No radio or television antenna &/or satellite dish shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof, by any Unit Owner except as required by law with the location to be approved by the Executive Board;
10. No Owner or Tenant shall repair or restore any vehicle while on Common or Limited Common Elements;
11. **An outside, motorized awning equipped with automatic wind sensor, with precise adherence to location specifications, contracting with the sole-authorized service provider, executed Unit Owner waiver & prior Board approval BEFORE installation commences is permitted;** &
12. Artificial plants & trees are not permitted; nothing is permitted in the grass areas. The Executive Board reserves the right to require the Unit Owner to remove any decorations or plant that they feel detracts from the accepted décor scheme of the Association.

#### **D. GARBAGE REGULATIONS**

1. Garbage may not be placed at the curb until after 5P on the day prior to pick-up;
2. Trash pick-up will be on the day specified by the service provider; &
3. All trash not removed by the garbage haulers & the trash receptacles must be stored in the garage by 7P the day of pick-up.

## E. SAFETY

1. Sidewalks & entrances to the Units shall not be obstructed; &
2. No Unit Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within their Unit.

## F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No exterior changes or alterations, including painting, can be made to the Building unless approved by the Executive Board. Storm doors are limited to installation on the main front entrance door only. The doors shall match the trim color of the Unit & the hardware on the door needs to be brushed nickel. The storm door must be glass design & the glass must be "clear glass" **without pattern &/or etching**; &
3. No Unit Owner shall make or permit any interior addition or alteration to their Unit which could or might affect the structural integrity of the Building. In addition, any structural alteration or addition within a Unit, or repair or replacement of the Limited Common Elements appurtenant to such Unit, requires prior written approval of the Executive Board.

## G. USE REGULATIONS

1. The Units are to be used as single family units ONLY (see the Declaration);
2. No business, industry, trade or occupation, excepting only limited professional activities within a Unit as permitted by the Township of Cranberry & approved by the Executive Board, shall be conducted, maintained or permitted in any part of the Condominium;
3. No animals of any kind may be raised, bred or kept in the Condominium except as stated under Section J, "Pets"; &
4. No Unit Owner or occupier shall permit anything to be done or kept in their Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any government body.

## H. LEASING

A Unit Owner may lease or sublease their Unit (but not less than the entire Unit) at any time provided that:

1. **The minimum lease period is twelve (12) consecutive months;**
2. No Unit may be leased or subleased for transient or hotel purposes **(i.e., VRBO, AirBNB);**
3. **The Executive Board requires the execution of its “Revised Renter Agreement” (please contact the Board to procure this document);**
4. The Executive Board must approve the form of **Unit Owner’s** lease or sublease;
5. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution of the lease;
6. A breach of the Declaration, By-Laws, or Rules & Regulations or violation of the Act shall constitute a default under the lease or sublease; &
7. Unit Owners are fully responsible for their tenant’s adherence to the Declaration, By-Laws, these Rules & Regulations & the Act.

## I. REGULATION OF TRAFFIC AND PARKING

1. Only licensed motorized vehicles are allowed in driveways & streets of the Condominium & Clubhouse parking lot. No parking in the private streets **(Clerkenwell, Twickerham & Feltham)** contained within the Condominium is permitted. On-street parking is permitted in public streets in areas designated & approved by the Township;
2. No motor-homes, boats, or the like shall be parked in the driveways or streets or Clubhouse parking lot in excess of one twenty-four (24) hour period during any six (6) month period **without prior Executive Board foreknowledge & permission;**
3. No vehicles of any kind not utilized on a daily basis shall be “stored” in the driveways or streets or Clubhouse parking lot. No **vehicles** shall be stored under protective coverings during the winter months in the driveways, streets or Clubhouse parking lot;

4. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas **without prior Executive Board foreknowledge & permission**. Such vehicles will be towed in accordance with the Schedule of Violations & Penalties set forth in these Rules & Regulations; &
5. **No parking on Common Element grass surfaces.**

## J. PETS

1. Subject to the restriction on types of pets, weight & number set forth in Paragraph 2 below, a pet may be maintained in a Unit so long as it is not a nuisance. Actions that constitute a nuisance include, but are not limited to, abnormal/unreasonable crying, barking, scratching, or offensive hygiene or odor. No pet may be maintained outside the Unit;
2. In general, a pet may be maintained in a Unit so long as it is not a nuisance. Each Unit Owner may have one (1) domestic pet (dog or cat) not to exceed fifty (50) pounds in weight;
3. A pet must be registered & inoculated as required by law;
4. Each Unit Owner shall indemnify & hold harmless the Association from any claims of property damage &/or personal injury made as a result of the action of their (or their tenant's, guest's, etc.) pets;
5. A pet must be leashed & accompanied by a responsible adult at all times. Leashes may not exceed ten (10) feet in length. No pet may be tied, staked, attached to run or be allowed outside the Unit unattended in any other way;
6. Unit Owners must comply with all ordinances of **Butler County &** the Township of Cranberry governing pets;
7. Unit Owners must protect the property of others from damage by their pet & will be liable for any damage caused by their pet;
8. Pet droppings must be promptly removed & properly disposed of; &
9. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.



## K. CLUBHOUSE FACILITIES

1. All persons using any of the recreational facilities do so at their own risk & sole responsibility. The Association does not assume any responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Unit Owner shall hold the Association harmless from any & all liabilities & any action of whatsoever nature by the tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from & been proximately caused by direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities;
2. In addition to all other rights which the Executive Board has for nonpayment of assessments, the Executive Board shall have the right to bar the use of a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due;
3. The Executive Board shall have the right to suspend any Unit Owner from the privilege to use the recreational facilities for abusing the privilege to use same or for violation of the Rules & Regulations. (See Schedule of Violations & Penalties.);
4. At the election of the Unit Owner, their lessee or sublessee in possession of a Unit & the members of the family of such lessee & sublessee residing in the Unit, may use the recreational activities in the place of such Owner & his family & such lessee & sublessee shall be entitled to all the rights & be subject to all the restrictions that the Owner of such Unit would possess or bear; provided, however, that such Unit Owner & such lessee or sublessee shall be jointly & severally liable for, & shall indemnify & hold harmless the Association of, from & against any damage or injury suffered by reason of such use. Notwithstanding the foregoing, use of recreational **facilities** by the

lessee or sublessee in possession of a Unit may be prohibited by the Executive Board (at its election) if & when the Executive Board receives written notice from either such lessee or sublessee or such Unit Owner that the person giving such notice refuses to accept the liability & duty of indemnification described in the immediately preceding sentence.

#### **L. CLUBHOUSE POOL**

The pool is for the exclusive use of the Residents & their guests. Any person who cannot be identified as a Resident, or who is not accompanied by a Resident, will be asked to leave the **Clubhouse** pool area. The pool rules are:

1. All persons using the **Clubhouse** pool & pool facilities do so at their own risk & sole responsibility; there is no lifeguard;
2. All children under the age of eighteen (18) must be accompanied by an adult Resident age eighteen (18) or older;
3. Guests are limited to eight (8) per household at any one time, & must be accompanied by a Resident at **ALL TIMES**. Guests will be asked to leave if the Resident is not present;
4. The following are prohibited in the **Clubhouse** pool area:
  - a. Animals or pets;
  - b. Glass or other breakable items;
  - c. Running, diving or disruptive behavior;
  - d. Excessive noise, splashing or radios without headphones;
  - e. Private pool parties;
  - f. All rafts & body floats (noodles permitted); &
  - g. Electrical devices
5. Swimming is permitted only in garments sold as swimwear. Infants must also wear swim suits & swimmer diapers;
6. Lounge chairs &/or tables may not be reserved by Residents & must be repositioned in the order intended (orderly fashion) after use;
7. The pool will be open daily during swimming season until 10P;
8. Wet swimwear is not permitted in the Clubhouse **Community Center**;

9. One must dry-off before going into the bathrooms. Wet floors are a hazard – please accompany small children into the bathrooms;
10. Smoking is **NOT** permitted at the pool or in the Clubhouse;
11. Everyone is responsible for the removal of all trash from the **Clubhouse** pool & building areas;
12. As a courtesy & to keep the swimming pool liner scum free, it is requested that one use the shower along the building if using lotions or oils before entering the **Clubhouse** pool;
13. The gas grill is to be operated by adult Residents only & cleaned after **each** use;
14. If using an umbrella, please lower that umbrella before leaving the pool area;
15. **Residents should bring their own sanitizing wipes (i.e., Clorox) or alcohol-based disinfecting cloths to wipe-down their chairs/chaises, tables & umbrella handcranks as well as the gas grill BEFORE & AFTER use;** &
16. The last person leaving the **Clubhouse** pool area needs to **assure** all the rear exterior doors (bathrooms & Clubhouse **Community Center**) are locked & that **BOTH pool gates are locked.**

## **M. CLUBHOUSE COMMUNITY CENTER**

The **Clubhouse** Community Center is for private use of the Residents. It is available for rental to Residents only for non-profit parties. This is further defined in the Clubhouse Rules & Regulations as the Clubhouse is not available for use as a business or commercial purpose or outside association.

The following general policy applies:

1. A \$175 refundable deposit is required. In addition, a \$50 rental fee is required for each event to defray periodic professional cleaning & restroom supplies;
2. Children & teenagers under the age of eighteen (18) must be accompanied by the adult Resident supervising **the** event;

3. The renting Resident will have exclusive use of the party room **ONLY**; guests of the party **MAY NOT** use the **Clubhouse** pool or fitness center. The pool **MAY NOT** be used for any party. No party items/supplies will be furnished by the Association;
4. The renting Resident is responsible for all clean-up including any new carpet stains. **Residents should bring their own sanitizing wipes (i.e., Clorox) or alcohol-based disinfecting cloths to wipe-down tables, chairs, counter surfaces & appliances BEFORE & AFTER use;**
5. Clean-up & trash removal must be completed the day of the party;
6. Damages to the **Clubhouse** Community Center, furniture, carpet &/or equipment & any follow-up done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the renting Resident will be billed for the difference; &
7. A separate Clubhouse committee, reporting to an Executive Board member, will administer all Rules & Regulations.

#### **N. FITNESS CENTER EQUIPMENT**

1. The fitness center is for use by Residents only;
2. Residents' use of the fitness equipment is at their own risk;
3. No use is permitted by children under the age of eighteen (18);
4. **Fitness center-users should bring their own sanitizing wipes (i.e., Clorox) or alcohol-based disinfecting cloths to wipe-down their chosen equipment BEFORE & AFTER use;** &
5. Residents should always consult a physician before beginning any exercise program.

#### **O. ONE-TIME CAPITAL IMPROVEMENT FEE**

All **Unit Owners** are required to pay a one-time Capital Improvement Fee to the capital reserve fund of the Association. The fee amount is equal to 3X the monthly assessment in-effect at the time of purchase. **Ideally**, the fee should be collected at the time of **closing**; if not, it is payable to the Association within 90 days after receipt of notification from the Executive Board. Failure to pay the one-time fee constitutes a violation of the Association Rules & Regulations.

**THE VILLAS AT ISLEWORTH CONDOMINIUM ASSOCIATION  
SCHEDULE OF VIOLATIONS & PENALTIES**

<b>CATEGORY/ VIOLATION</b>	<b>1<sup>ST</sup> NOTICE</b>	<b>2<sup>ND</sup> NOTICE</b>	<b>3<sup>RD</sup> NOTICE</b>
<b>o Structural and Architectural Grounds</b>	<b>Written request for damage repair within 14 days &amp; notice of consequences of inaction</b>	<b>After 14 days a \$25 fine will be imposed &amp; owner will be billed<sup>17</sup> for the costs of repair</b>	<b>After 30 days a contractor will be hired by the Association to correct at Unit Owner's expense</b>
<b>Garbage</b>	<b>Written request for compliance &amp; notice of consequences of repeat violation</b>	<b>A \$25 fine will be imposed for a second violation</b>	<b>A \$100 fine will be imposed for each subsequent violation</b>
<b>Pet (general)</b>	<b>Written request to pet owner for compliance &amp; notice of consequences for subsequent violations</b>	<b>A \$25 fine will be imposed for a second violation</b>	<b>A \$100 fine will be imposed for each subsequent violation</b>
<b>Pet (damage to lawn and shrubs)</b>	<b>Written request to pet owner for damage repair within 30 days &amp; notice of consequences for inaction</b>	<b>A \$25 fine will be imposed</b>	<b>A \$100 fine &amp; costs will be imposed</b>

**Lease Violation  
(copy not filed with  
Condominium  
Association)**

**After 30-days, fine of \$25/month  
until the lease is received**

**Written request for signed copy  
within 30-days**

**Vehicle Parking (on  
lawn)**

**Written request for compliance  
& notice of consequences of  
inaction**

**\$25/day fine plus costs will be  
imposed**

**Motor homes, boats  
& trailers**

**Written request for compliance  
within 7-days & notice of  
consequences of inaction**

**After 7-days a \$25/day fine will be  
imposed**

**Stored/unmoved  
vehicle**

**Written request for compliance  
within 7-days & notice of  
consequences of inaction**

**After 7-days, Municipality  
Police will be notified to tow;  
vehicle owner will be billed**

**Undrivable vehicle**

**Vehicle ticketed &/or written  
request for compliance within  
72-hrs.**

**After 72-hrs., Municipality Police  
will be notified to tow; vehicle  
owner will be billed**

**Clubhouse  
Facilities**

**Written warning, request for  
compliance &/or reimbursement of  
costs of any damage & notice of  
consequences of repeated violations**

**30-day suspension of privilege to  
use Clubhouse facilities. (If  
damage, suspension will last until cost  
of damage is paid.)**

**6-month suspension of privilege  
to use Clubhouse facilities. (If  
damage, suspension will last  
until cost of damage is paid.)**