

Rules & Regulations
Implementation
Standards
Duffy Highlands
Homeowners
Association Inc.

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Fencing

From the Declaration Article 10.9 on Fences

No additions, decks, awnings, hedges, walls or fences shall be permitted on any Lot unless approved as to height, location, material and design by the Declarant.

Basic Requirements

- Nothing permitted in front yard
- Cannot cross front plane of the house.
- Up to 48" height
- Black aluminum or white vinyl styles
- No solid fencing permitted
- No chain link, mesh, wood or chicken wire fencing permitted

What is the HOA approving on a Fence?

- Location of fence
- Style/height of fence meets requirements

Approval from the HOA does not mean it meets township approval. Please make sure to obtain all necessary permits from local authorities.

Sample Fencing Photos

Similar styles are acceptable as well.

Black Aluminum



White Vinyl



Fencing Submission Sheet – Duffy Highlands HOA

Homeowners Name(s)

Date

Property Address

Email Address of Homeowner

Phone Number of Homeowner

Style of Fence Desired: _____
Attach photos to this submission

Location of Fencing: please attach a copy of your survey or a map with a sketch of fence location

Expected Start Date: _____ Expected Completion Date: _____

Signatures of the neighbors on the left and right of your home to signify they have been made aware of this modification.

Please attach any additional information you deem necessary.

Homeowners Signature

Sheds

From the Declaration Article 10.8

No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Plan without the approval of the Executive Board as to size, design, materials and location.

Basic Requirements

- Sheds and other outbuildings will not be permitted within Duffy Highlands.

Lawn Maintenance

From the Declaration Article 4.2

- (a) Association's Responsibility. The Association shall maintain, repair, and replace the Common Elements, including:
- (1) The maintenance, repair and snow removal from streets until such time as the streets are dedicated to and accepted by either Center Township or Butler Township.
 - (2) The maintenance, including grass cutting, mulching, planting and lighting of any entry monument area.
 - (3) The maintenance of those areas designated as "Open Space".
 - (4) The maintenance of the storm water management systems, including any detention area, ponds and/or fountains until such time as they are dedicated to and accepted by either Center Township or Butler Township.
 - (5) The maintenance of any structure which may be erected on Common Elements.

The Association shall maintain the Controlled Facilities, including:

- (1) The replacement of light bulbs as necessary for any individual Lot post lamp; however, it is the Owner's responsibility to keep the post lamp operational and in sightly condition.
- (2) Grass cutting, mulching, or fertilizing of any individual Lot.
- (3) Snow removal from driveways and housewalks.

- (b) Individual Owner's Responsibility: The repair, maintenance and replacement of all improvements located on the Lot shall be the responsibility of the Owner.

Basic Coverages for Snow Removal

- Association will remove snow on driveways, street walks, and walks to front door for all individual unit owners who are current on their dues.
- Association does not remove snow when less than 2 inches.
- Association will salt as needed
- Association will not begin service until the majority of the snow has fallen to prevent spending additional money on treatments.

Basic Coverages for Lawn Care

- Association will mow the lawn as needed (assumed to be about 30 mowings per year). Typically in the spring it is weekly and will be more spaced out as the summer goes on.
- Association is not responsible to mow around items in the lawn.
- Association will fertilize lawns beginning approximately one year after the installation of the lawn.
- Association will do a spring and a fall lawn fertilization.

Basic Coverages for Landscape Beds

- Association will mulch beds once per year in the spring.
- Association will spray for weeds as necessary but not more frequently than once per month. Association does not pull weeds by hand.
- Association will prune shrubs every other year.

Basics for Any Changes

- The Association reserves the right to charge an individual owner for additional expenses occurred due to specific changes implemented on their lot including but not limited to fencing, play equipment, additional trees/plantings, etc.
- If fencing is installed, there will be an additional charge of \$600 per year for the additional expense in maintaining around the fence (approximately \$20 per visit at 30 visits per year).

If an individual owner desires any additional services (like pulling weeds by hand, additional fertilization treatments, etc.), they may contract with the maintenance company directly for those services or do the work themselves. They may not contract with a different company than who the Association has hired to perform the maintenance work.

Current Maintenance Companies

- Mowing & Fertilization : Seth Miller Lawncare
- Mulching, Pruning & Weeds : Seth Miller Lawncare

Responsibility For Damages As A Result of Performing Maintenance

- The Association and/or the maintenance companies hired by the HOA are not responsible for any damage assuming that reasonable precautions were made.
- Damage includes but is not limited to
 - Chipping of drives/walks
 - Cracking or bending of siding

- Torn spots in the lawn (from mower tires turning)
- If there becomes a point where there is routine damage, then the HOA will reevaluate the companies they have performing the maintenance.

Garbage & Recycling Cans

Garbage/Recycling Cans should be kept in a garage or shed or screened from the view of neighboring homes and the street.

Basic Requirements

- Keep them inside garage/shed
- If kept outside, screen them from view with landscaping
- If a privacy style fence is desired for screening, HOA approval will be necessary.
- Cans should be at pickup location less than 24 hours
 - Cans can be placed in pickup location the evening before – no sooner
 - Cans should be brought in the evening of pickup

Parking Vehicles

From the Declaration Article 10.11-10.12

Outside parking areas other than driveways shall not be permitted. Except in connection with construction activities, trucks, trailers, and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages. Campers, recreational vehicles and boats may not be parked in driveway for a period of more than 2 weeks within any six (6) month period for the purpose of cleaning, loading or unloading.

Basic Requirements

- Anything except every day automobiles should be parked inside a garage or stored off property.
- Street parking is permitted for events (company, parties, etc.) but should not be used for your daily automobile.

Pets

From the Declaration Article 10.18

No farm animals and no animals of any type except for typical household pets such as dogs and cats shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control

them and unless carried or leashed. Lot Owners must promptly remove and properly dispose of their pet's droppings.

Basic Requirements

- Pets should not be permitted to roam free. They should be confined with a fence or on a leash at all times.
- Owners should clean up after their pet immediately when on someone else's property and dispose of appropriately.
- Pets should be kept under control and in good behavior when outside the home and within the community.
- Owners must comply with all local and state ordinances and licensing requirements.

Satellite Dishes

Satellite dishes are approved within the community if they are screened from the view of neighboring homes and the street.

Basic Requirements

- Mount on rear of home
- Mount in rear yard screened with plantings
- If a privacy style fence is desired for screening, HOA approval will be necessary.
- They are not permitted on the front or side of the home
- They are not permitted in the front yard

Play Equipment

From the Declaration Article 10.8

No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Plan without the approval of the Executive Board as to size, design, materials and location.

Basketball hoops, swing sets, trampolines, play sets, etc. will be permitted within the community.

Basic Requirements

- Should be in rear yards (side yard exceptions possible for corner lots)
- Basketball hoops may be installed right off the driveway
- Limit to 3 structures per household.

Collection Policy & Procedure

Per the Declaration Article 8 on budgets, common expenses, assessment, and enforcement.

Payment Schedule

- Payable in 12 monthly installments
- Due on the first day of each month
- Special assessments shall be due and payable on the due date specified by the board in the notice imposing the assessment
- The association may, but shall not be required to, invoice a homeowner as a condition to the homeowners obligation to pay the regular assessments. Non-receipt of an invoice shall in no way relieve the homeowner of the obligation to pay the amount due by the due date.

Late Fees, NSF & Interest Charges

- A late fee of \$25 shall be charged on all delinquent balances that become thirty (30) days past due.
- A NSF (non-sufficient funds) charge in the amount of \$25 or the amount of the actual fees charged to the association if it is more than \$25 on any returned check.
- Any balance older than thirty (30) days will incur an interest charge of 6% per year until paid.

Order of Crediting Payments

- Payments received shall be first applied to late charges, interest, NSF charges, collection expenses and then to assessments.

Process for Delinquency Notification

- The association may but shall not be required to notify you for past due payments.
- When a past due account reaches \$500 or more, the association will send one notification of past due charges including the detail of assessment, late fees, NSF charges, interest and other charges.
- If payment is not received within 30 days, the association has the right to lien the property. Lien will include reasonable attorney fees, recording costs, small claims court costs, etc.

Keys to Clubhouse

Lost Keys

The key to the clubhouse is the responsibility of the homeowner. If the homeowner misplaces their key and needs a replacement, they should contact the HOA board and a replacement will be made for \$10.

Duplicating Keys

Individual homeowners should not be making copies of the keys to the clubhouse. The HOA board will maintain and get additional copies made. Each household will receive one key.

Reserving the Clubhouse

The clubhouse, fitness center, and swimming pool are available for the use of the homeowners within the community. The pool and fitness center are not available to be reserved by an individual homeowner.

The Clubhouse may be reserved by a homeowner for their own private functions. Reserving the clubhouse does not mean that someone else from the community couldn't come in and use the fitness center or the swimming pool (or the restrooms while using one of those). Reserving the clubhouse is for the main open area and the kitchen area.

When renting the clubhouse, the homeowner in the community must be present at all times and is responsible for any damage or mess as a result of renting it. The homeowner is also responsible to remove any garbage and dispose of it as the HOA does not have garbage service.

To reserve the clubhouse, there is a \$100 fee. \$50 of that will be paid via a check made payable to the HOA. The other \$50 should be given in the form of cash. If the clubhouse is cleaned up and returned in the same shape it was before renting it, the \$50 cash will be returned to the homeowner.

The office in the clubhouse is not able to be reserved. There could be people coming and going from the office to see the community. The sales team and the people will make sure to keep to themselves and out of the way of the people using the main areas.

When reserving the clubhouse, that does not reserve the pool or give access to the pool for your guests. The pool falls under the pool rules and limitations on guests accordingly.

When reserving the clubhouse, the homeowner takes responsibility to clean up and make sure the clubhouse is put back into the condition it was in before the reservation. The community has a committee that is overseeing the clubhouse and will be inspecting prior to the reservation as well as after the reservation. When you reserve the clubhouse, you must have it cleaned up and back into the condition it should be by noon the day following your reservation. Unless someone else has the clubhouse reserved the next day and then you must have it completed that evening when you leave for the committee to inspect.

Clubhouse Reservation Request – Duffy Highlands HOA

Homeowners Name(s) _____

Date _____

Property Address _____

Email Address of Homeowner _____

Phone Number of Homeowner _____

Date Desired: _____

Time Desired: _____

Approximate Number of People in Attendance _____

Homeowners Signature

Max Occupancy is 195. Reservations with more than 195 people will not be accepted.

For HOA BOARD

Non Refundable Deposit – Check Number _____ Date _____ Amount _____

Refundable Deposit \$50 Cash Received on _____ Refunded on _____

If Applicable – Not Refunded Because

Current Board Members & Contact Info

Current Board Members

- Robert Brennan – President
- Tricia Brennan – Secretary/Treasurer
- Shelia Hillwig – Vice President

Contact – Tricia Brennan at tbrennan@brennanhomes.com or at 724-814-2792. All requests should be emailed.