

**Memorandum to Board of Directors of CobbleCreek  
Manor Condominium Unit Owners Association**

**Status of Changes to Declaration, By-Laws and Rules and Regulations**

Attached hereto is a compilation of all changes I could find to the Declaration, By-Laws and Rules and Regulations. I went back and reviewed the minutes from all meetings of the Board, as well as all owners' meetings, from inception to the present. As you can see from my thoughts and observations set out below, this review raised a number of questions.

1. Tab 4 contains the amendment to Article 8.17 of the By-Laws, dealing with the flying of the flag of the United States. We also created a temporary rule in 2012 that permitted the flying of other flags, but only for the months of August through October. We might want to make such a rule permanent and, possibly, lose the time limitations.
2. Tab 7 contains the Rule under Article 8.2 of the By-Laws relating to holiday decorations. I have found something in my papers (also under Tab 7) which suggests that we made further amendments to this rule in November, 2012. But there seem to be some inconsistencies between the two as to the date by which lights must be removed.
3. Tab 9 contains amendments to Articles 8.7 of the By-Laws (dealing with the keeping of animals) and Article 12.1 of the By-Laws (dealing with violations). The minutes reflect that these amendments were approved by the Board on November 22, 2005, and apparently approved by a unanimous vote of the owners sometime prior to the semi-annual meeting on April 27, 2006. I have not found any clean copies of these amendments, nor have I found any certification for these rules.
4. Under Tab 10, I could not find any certification for this rule.
5. Tab 11 contains rules that have been promulgated over the years concerning plantings outside the units. Many of them are no longer enforced, having been superseded by practice. We should probably try to pare these rules down and simplify them.

6. The administrative fee under Tab 12 was adopted by motion at the Board meeting of November 10, 2004. The Board minutes of October 24, 2005, state that a capitalization fee was charged to initial buyers and that the fee is no longer applicable because all units have now been sold. Consequently, a capital improvement fee was approved. The fee is to be levied when a unit is sold and is two times the condominium fee. The fund created can only be used for replacements and not for repairs to units. We might want to revisit and clarify this matter.

7. A number of other rules appear in the minutes, which apparently were never reduced to writing.

a. The minutes of the meeting of the Board on May 9, 2005, reflect that a motion precluding hanging pots in both the front and back was approved. Of course, this motion was unnecessary in light of Article IV, Section 8, para. b of the Declaration, and Article 8.2 of the By-Laws, which both preclude the displaying, hanging, storing or using of anything outside the units other than may be permitted by the By-Laws and Rules and Regulations established by the Board.

b. At the same meeting, the "Tradewinds" style storm door was approved. I cannot find any place where it was reduced to writing.

c. At the Annual Meeting of May 26, 2005, the President of the Board announced that unit owners could put plant containers on the back patios in front of the panels. I cannot find anywhere in the minutes where such a rule was adopted or formalized.

d. At the semi-annual meeting of the unit owners on April 27, 2006, it was announced that the installation of water softeners and humidifiers have been pre-approved. Again, I found nothing in writing memorializing this.

8. Virtually everyone has chairs and a table, at least, on the front porch and back patio. I found nothing in the minutes where this practice was ever approved. We should remedy this oversight.

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**RESOLUTION REGARDING CHANGES TO ARTICLE 8.2 OF  
THE BY-LAWS**

**WHEREAS**, the Executive Board of Directors (hereinafter the "Board"), acting on behalf of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter the "Association"), is responsible for governance of the Association and maintenance of the property known as COBBLECREEK MANOR (hereinafter the "Property"); and

**WHEREAS**, the Association exists pursuant to the Declaration of Condominium (hereinafter the "Declaration") and applicable state law; and

**WHEREAS**, the Board is authorized to adopt, alter, and enforce rules and regulations of the Association pursuant to the Uniform Condominium Act, the Declaration, and the By-Laws, Rules, and Regulations of the Association (hereinafter the "By-Laws"); and

**WHEREAS**, Article 8.2 of the By-Laws provides that "[n]o unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board", and

**WHEREAS**, the Board desires and intends to adopt a rule governing the placement of decorative garden stones in common and limited common areas reserved for plantings outside units in the Property; the placement of stepping stones in common and limited common areas reserved for plantings outside units in the Property; expanding areas along the edges of driveways; storing garden hoses outside the units; and installing keypads for garage door openers:

**NOW, THEREFORE**, the Board adopts the following rule for the Association, which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association and which shall supersede any previously adopted rules on the same subject matter.

## **DECORATIVE GARDEN STONES**

1. Each unit owner may place one decorative garden stone or plaque (for example, a flat concrete casting bearing the handprints of grandchildren or a flat stone bearing a decorative design, such as a Nittany Lion paw print) in each of the common or limited common areas reserved for plantings outside the owner's unit in the front and in the back of the unit. (This does not include the area in front of each building between the garages of the two units.)
2. Such stone must be no more than twenty (20) inches at the widest width and may be no more than two and one-half (2 ½) inches thick. The stone must be placed so that no more than one (1) inch of the stone protrudes above the surface of the ground.
3. A unit owner desiring to place such a stone in one of the common or limited common areas reserved for plantings outside the owner's unit must notify the Executive Board of Directors in writing or by email that the owner has done so.
4. If a unit owner is unsure whether a garden stone complies with this rule and may be placed in one of the common or limited common areas reserved for plantings, the unit owner should consult with the Executive Board. The Executive Board's decision on whether a garden stone meets the requirements of this rule is final and not subject to review. Should a garden stone or its installation not meet the requirements of this rule, it may be removed by the Unit Owners' Association.

## **STEPPING STONES IN GARDEN AREAS**

1. Each unit owner may place up to five flat, surface stones in each common or limited common area reserved for plantings outside the owner's unit for the purpose of creating a pathway for walking. If a decorative stone has been placed in a common or limited area, only four flat stones may be placed in the area.
2. Such stones must be no more than twenty (20) inches at their widest width and may be no more than two and one-half (2 ½) inches thick. The stones must be placed so that no more than one (1) inch of the stone protrudes above the surface of the ground.

3. A unit owner desiring to place such stones in one or more of the common or limited common areas reserved for plantings outside the owner's unit must notify the Executive Board of Directors in writing or by email that the owner has done so.
4. If a unit owner is unsure whether the placement of such stones complies with this rule, the unit owner should consult with the Executive Board. The Executive Board's decision on whether the placement of such stones meets the requirements of this rule is final and not subject to review. Should a stepping stone or its installation not meet the requirements of this rule, it may be removed by the Unit Owners' Association.
5. This rule is not intended to limit a unit owner's option to create a short walkway, no more than four feet in width, extending from the edge of the back patio outward for four (4) feet (in other words, to the outer edge of the four (4) foot deep area running the length of the patio which section 4 of Article I of the Declaration of Condominium permits to be planted by the unit owner as a garden, subject to rules established by the Unit Owners' Association.

#### **EXPANDED AREA IN PLANTING BED ALONG EDGE OF DRIVEWAY**

1. Each unit owner may install pavers in the planting bed along the edge of the unit's driveway for the purpose of making it easier to exit a vehicle.
2. Only pavers matching the existing pavers may be used.
3. The pavers must be installed flush with the level of the driveway and must extend from the existing pavers to the end of the planting bed. The pavers may not extend more than sixteen (16) inches from the edge of the driveway into the planting bed.
4. Any unit owner desiring to expand the area along the edge of the driveway, as permitted by this rule, must first submit a request for installation in writing to the Executive Board of Directors, detailing the materials to be used and the area to be covered. Only upon approval by the Executive Board of Directors may the unit owner proceed with the expansion covered by this rule. The Board's decision must be made within ten (10) days of receipt of the written request by one of the members of the Executive Board of Directors. The Board's decision whether the

proposed installation meets the requirements of this rule is final and not subject to review.

5. Each unit owner who expands the area along the edge of the driveway, as permitted by this rule, agrees by virtue of the unit owner's expansion of the area along the edge of the driveway to the following:

a. The unit owner is responsible for the continued maintenance of this area and is also responsible for any damage caused to the driveway of the unit resulting from the installation or existence of an extended area permitted by this rule.

b. Any damage to the driveway resulting from a unit owner's installation of pavers along the edge of the driveway, as permitted by this rule, will be repaired by the Unit Owners' Association and billed to the unit owner.

c. If the unit owner fails to maintain this area, the Unit Owners' Association may fix any problems caused by unit owner's failure to maintain and bill the costs of repair to the unit owner. Alternatively, the Unit Owners' Association, ten (10) days after written notice has been mailed to the unit owner, may remove the pavers and restore the area to its original condition and bill the costs of removal and restoration to the unit owner.

6. Upon sale of a unit which has had the area along the edge of the driveway modified as permitted by this rule, the new unit owner will be given the option to agree to the continued maintenance of the area. If the new unit owner does so, the new unit owner will assume all of the responsibilities under this rule of the previous unit owner. If the new unit owner declines to do so, the Unit Owners' Association may remove the pavers installed in this area and restore the area to its original condition at the expense of the Unit Owners' Association or assume responsibility for maintenance of this area.

## **GARDEN HOSES IN GARDEN AREAS AND ON PATIOS**

1. Each unit owner may store no more than one (1) garden hose in each of the common or limited common areas reserved for plantings outside the owner's unit. Such hose must be neatly coiled on the ground and be screened from view by

plantings in the garden area.

2. Each unit owner may also store one (1) garden hose on the back patio of the unit so long as the garden hose is stored on or in a device designed for that purpose or neatly coiled out of sight.
3. No garden hose may be hung from any fence or from any other structure, nor may any device or container for storage of the hose be affixed to the unit in any manner.
4. When not in use, garden hoses must be stored in the manners outlined above.
5. Such hoses may be stored in the garden areas or on back patios no sooner than the first of April and must be removed no later than the end of November.
6. If a unit owner is unsure whether the placement of a garden hose complies with this rule and may be placed in one or more of the common or limited common areas reserved for plantings and/or on the back patio, the unit owner should consult with the Executive Board. The Executive Board's decision on whether the placement of such garden hose meets the requirements of this rule is final and not subject to review.
7. Should a garden hose be stored or left outside the unit in any manner which does not conform to this rule, the hose may be removed by the Unit Owners' Association if the unit owner does not do so within seven (7) days after the mailing of a written warning by the Unit Owners' Association.

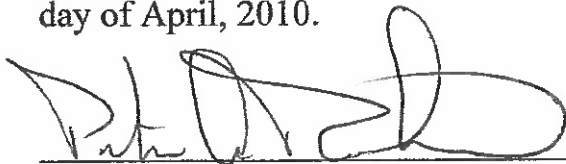
#### **KEYPADS FOR GARAGE DOOR OPENERS**

1. Each unit owner may install one (1) keypad for a garage door opener on the inside of the garage door frame.
2. The color of the keypad should be off-white, beige, or light grey.
3. If a unit owner is unsure whether the placement of a keypad for a garage door opener complies with this rule, the unit owner should consult with the Executive

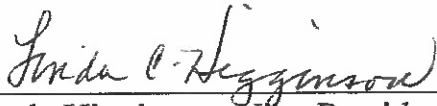
Board. The Executive Board's decision on whether the placement of such keypad meets the requirements of this rule is final and not subject to review.

As used in this rule, the phrase "unit owner" should be interpreted to include the phrase "unit owners."

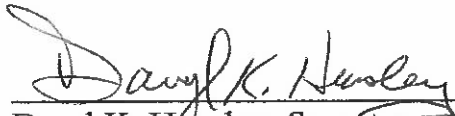
The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 19<sup>th</sup> day of April, 2010, to be effective on the 20<sup>th</sup> day of April, 2010.



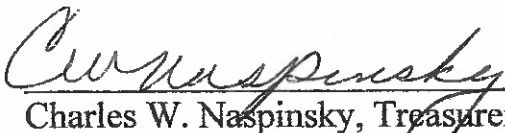
Peter A. Rohrer, President



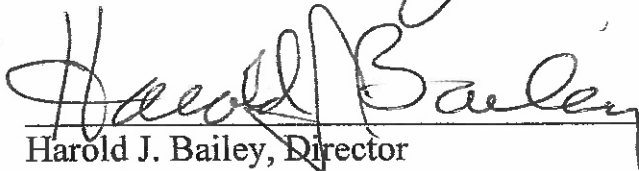
Linda Higginson, Vice-President



Daryl K. Heasley, Secretary




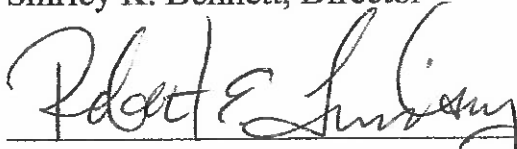
Charles W. Naspinsky, Treasurer



Harold J. Bailey, Director



  
Shirley K. Bennett, Director

  
Robert E. Lindsay, Director

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**Certification of Rule**

I, Daryl K. Heasley, Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached is a true and correct copy of the Rule of April 19, 2010, Implementing Provisions in Article 8.2 of the By-Laws, having been properly adopted by the Executive Board of Directors of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION on the 19<sup>th</sup> day of April, 2010.

Daryl K. Heasley  
Daryl K. Heasley, Secretary

Dated: 4/19/10

# **COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **RULE OF APRIL 19, 2010, IMPLEMENTING PROVISIONS IN ARTICLE 8.2 OF THE BY-LAWS**

Article 8.2 of the By-Laws prohibits unit owners (1) from displaying, hanging, storing, or using anything outside the units except as may be permitted in accordance with the rules and regulations established by the Executive Board and (2) from altering or modifying in any way the outside of the units or installing any structure or addition of any kind without the written permission of the Executive Board.

Pursuant to its powers under Article 5.2e of the By-Laws, the Board has determined that the following items may be placed outside the units by the unit owners, but only if done consistently with the requirements outlined herein.

### **DECORATIVE GARDEN STONES**

1. Each unit owner may place one decorative garden stone or plaque (for example, a flat concrete casting bearing the handprints of grandchildren or a flat stone bearing a decorative design, such as a Nittany Lion paw print) in each of the common or limited common areas reserved for plantings outside the owner's unit in the front and in the back of the unit. (This does not include the area in front of each building between the garages of the two units.)
2. Such stone must be no more than twenty (20) inches at the widest width and may be no more than two and one-half (2 ½) inches thick. The stone must be placed so that no more than one (1) inch of the stone protrudes above the surface of the ground.
3. A unit owner desiring to place such a stone in one of the common or limited common areas reserved for plantings outside the owner's unit must notify the Executive Board of Directors in writing or by email that the owner has done so.
4. If a unit owner is unsure whether a garden stone complies with this rule

and may be placed in one of the common or limited common areas reserved for plantings, the unit owner should consult with the Executive Board. The Executive Board's decision on whether a garden stone meets the requirements of this rule is final and not subject to review. Should a garden stone or its installation not meet the requirements of this rule, it may be removed by the Unit Owners' Association.

## **STEPPING STONES IN GARDEN AREAS**

1. Each unit owner may place up to five flat, surface stones in each common or limited common area reserved for plantings outside the owner's unit for the purpose of creating a pathway for walking. If a decorative stone has been placed in a common or limited area, only four flat stones may be placed in the area.

2. Such stones must be no more than twenty (20) inches at their widest width and may be no more than two and one-half (2 ½) inches thick. The stones must be placed so that no more than one (1) inch of the stone protrudes above the surface of the ground.

3. A unit owner desiring to place such stones in one or more of the common or limited common areas reserved for plantings outside the owner's unit must notify the Executive Board of Directors in writing or by email that the owner has done so.

4. If a unit owner is unsure whether the placement of such stones complies with this rule, the unit owner should consult with the Executive Board. The Executive Board's decision on whether the placement of such stones meets the requirements of this rule is final and not subject to review. Should a stepping stone or its installation not meet the requirements of this rule, it may be removed by the Unit Owners' Association.

5. This rule is not intended to limit a unit owner's option to create a short walkway, no more than four feet in width, extending from the edge of the back patio outward for four (4) feet (in other words, to the outer edge of the four (4) foot deep area running the length of the patio which section 4 of Article I of the Declaration of Condominium permits to be planted by the unit owner as a garden, subject to rules established by the Unit Owners' Association.

## **EXPANDED AREA IN PLANTING BED ALONG EDGE OF DRIVEWAY**

1. Each unit owner may install pavers in the planting bed along the edge of the unit's driveway for the purpose of making it easier to exit a vehicle.
2. Only pavers matching the existing pavers may be used.
3. The pavers must be installed flush with the level of the driveway and must extend from the existing pavers to the end of the planting bed. The pavers may not extend more than sixteen (16) inches from the edge of the driveway into the planting bed.
4. Any unit owner desiring to expand the area along the edge of the driveway, as permitted by this rule, must first submit a request for installation in writing to the Executive Board of Directors, detailing the materials to be used and the area to be covered. Only upon approval by the Executive Board of Directors may the unit owner proceed with the expansion covered by this rule. The Board's decision must be made within ten (10) days of receipt of the written request by one of the members of the Executive Board of Directors. The Board's decision whether the proposed installation meets the requirements of this rule is final and not subject to review.
5. Each unit owner who expands the area along the edge of the driveway, as permitted by this rule, agrees by virtue of the unit owner's expansion of the area along the edge of the driveway to the following:
  - a. The unit owner is responsible for the continued maintenance of this area and is also responsible for any damage caused to the driveway of the unit resulting from the installation or existence of an extended area permitted by this rule.
  - b. Any damage to the driveway resulting from a unit owner's installation of pavers along the edge of the driveway, as permitted by this rule, will be repaired by the Unit Owners' Association and billed to the unit owner.

c. If the unit owner fails to maintain this area, the Unit Owners' Association may fix any problems caused by unit owner's failure to maintain and bill the costs of repair to the unit owner. Alternatively, the Unit Owners' Association, ten (10) days after written notice has been mailed to the unit owner, may remove the pavers and restore the area to its original condition and bill the costs of removal and restoration to the unit owner.

6. Upon sale of a unit which has had the area along the edge of the driveway modified as permitted by this rule, the new unit owner will be given the option to agree to the continued maintenance of the area. If the new unit owner does so, the new unit owner will assume all of the responsibilities under this rule of the previous unit owner. If the new unit owner declines to do so, the Unit Owners' Association may remove the pavers installed in this area and restore the area to its original condition at the expense of the Unit Owners' Association or assume responsibility for maintenance of this area.

#### **GARDEN HOSES IN GARDEN AREAS AND ON PATIOS**

1. Each unit owner may store no more than one (1) garden hose in each of the common or limited common areas reserved for plantings outside the owner's unit. Such hose must be neatly coiled on the ground and be screened from view by plantings in the garden area.
2. Each unit owner may also store one (1) garden hose on the back patio of the unit so long as the garden hose is stored on or in a device designed for that purpose or neatly coiled out of sight.
3. No garden hose may be hung from any fence or from any other structure, nor may any device or container for storage of the hose be affixed to the unit in any manner.
4. When not in use, garden hoses must be stored in the manners outlined above.
5. Such hoses may be stored in the garden areas or on back patios no sooner than the first of April and must be removed no later than the end of November.

6. If a unit owner is unsure whether the placement of a garden hose complies with this rule and may be placed in one or more of the common or limited common areas reserved for plantings and/or on the back patio, the unit owner should consult with the Executive Board. The Executive Board's decision on whether the placement of such garden hose meets the requirements of this rule is final and not subject to review.

7. Should a garden hose be stored or left outside the unit in any manner which does not conform to this rule, the hose may be removed by the Unit Owners' Association if the unit owner does not do so within seven (7) days after the mailing of a written warning by the Unit Owners' Association.

### **KEYPADS FOR GARAGE DOOR OPENERS**

1. Each unit owner may install one (1) keypad for a garage door opener on the inside of the garage door frame.

2. The color of the keypad should be off-white, beige, or light grey.

3. If a unit owner is unsure whether the placement of a keypad for a garage door opener complies with this rule, the unit owner should consult with the Executive Board. The Executive Board's decision on whether the placement of such keypad meets the requirements of this rule is final and not subject to review.

As used in this rule, the phrase "unit owner" should be interpreted to include the phrase "unit owners."

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**RESOLUTION REGARDING CHANGES TO ARTICLE 8.2 OF  
THE BY-LAWS CONCERNING SHEPHERD'S CROOKS**

**WHEREAS**, the Executive Board of Directors (hereinafter the "Board"), acting on behalf of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter the "Association"), is responsible for governance of the Association and maintenance of the property known as COBBLECREEK MANOR (hereinafter the "Property"); and

**WHEREAS**, the Association exists pursuant to the Declaration of Condominium (hereinafter the "Declaration") and applicable state law; and

**WHEREAS**, the Board is authorized to adopt, alter, and enforce rules and regulations of the Association pursuant to the Uniform Condominium Act, the Declaration, and the By-Laws, Rules, and Regulations of the Association (hereinafter the "By-Laws"); and

**WHEREAS**, Article 8.2 of the By-Laws provides that "[n]o unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board", and

**WHEREAS**, the Board desires and intends to adopt a rule governing the placement of shepherd's crooks in common and limited common areas of the Property:

**NOW, THEREFORE**, the Board adopts the following rule for the Association, which shall be binding upon all unit owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association and which shall supersede any previously adopted rules on the same subject matter.



**COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS  
ASSOCIATION**

**RULE UNDER ARTICLE 8.2 OF THE BY-LAWS GOVERNING  
THE USE AND PLACEMENT OF SHEPHERD'S CROOKS**

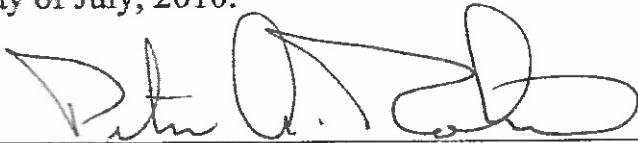
Each unit owner may place up to two shepherd's crooks outside the unit, provided the following conditions are met:

1. Each shepherd's crook may stand no more than six feet above ground level and may be used to support no more than two baskets of flowers/plants. Nothing else may be suspended from each shepherd's crook. This specifically excludes, without limitation, all bird feeders and bird houses.
2. Flowers and plants in baskets on shepherd's crooks must be regularly maintained. If they are not, the Unit Owners' Association has the right to maintain them or remove them at the unit owner's expense, five days after mailing written notice to the unit owner
3. Any damage caused to any common area or element or limited common area or element by a shepherd's crook or the baskets suspended from a shepherd's crook will be repaired by the Unit Owners' Association and billed to the unit owner
4. If the unit owner has prepared a garden area extending the length of the rear patio and no more than four feet in depth extending out from the rear pation, as permitted by Article I, Section 4 of the Declaration of Condominium, pursuant to rules adopted by the Executive Board, the unit owner may place up to two shepherd's hooks in this area and nowhere else.
5. If a unit owner has not prepared a garden area extending the length of the rear patio and no more than four feet in depth extending out from the rear patio, then the unit owner may place one shepherd's crook in the stone along the side of the privacy fence bordering the rear patio.

## Rule Regarding Shepherd's Crooks

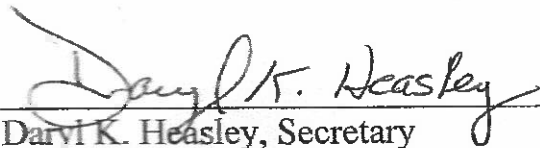
6. If a unit owner is unsure whether a shepherd's crook or the placement thereof complies with this rule, the unit owner should consult with the Executive Board. The Executive Board's decision on whether a shepherd's crook or the placement thereof meets the requirements of this rule is final and not subject to review. Should a shepherd's crook or its placement not meet the requirements of this rule, it may be removed by the Unit Owners' Association.

The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 26 day of July, 2010, to be effective on the \_\_\_\_ day of July, 2010.

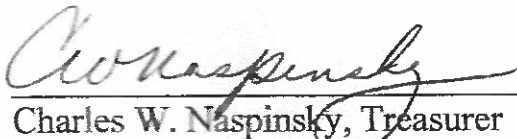


Peter A. Rohrer, President

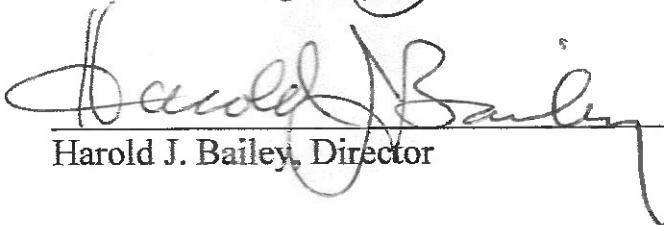
\_\_\_\_\_  
Linda C. Higginson, Vice-President




Daryl K. Heasley, Secretary



Charles W. Naspinsky, Treasurer

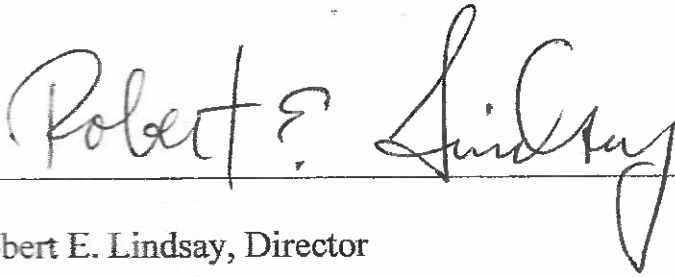


Harold J. Bailey, Director



Shirley K. Bennett, Director

Rule Regarding Shepherd's Crooks



A handwritten signature in cursive script, reading "Robert E. Lindsay", is written over a horizontal line. The signature is fluid and stylized, with the first and last names being more prominent than the middle initial.

Robert E. Lindsay, Director

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**Certification of Amendment of Article 8.6 of the By-Laws**

I, Daryl K. Heasley, Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached is a true and correct copy of Rule 8.6 of the By-Laws, Rules and Regulations of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, as amended by a vote of 100% of the membership of the Executive Board of Directors of the Association and a majority of entire membership of the Association on the 24<sup>th</sup> day of May, 2010, pursuant to Article 11.2a of the By-Laws.

  
\_\_\_\_\_  
Daryl K. Heasley, Vice-President/Secretary

Dated: 7/26/10

## **AMENDMENT TO ARTICLE 8.6 OF THE BY-LAWS, RULES AND REGULATIONS**

### **ARTICLE 8. USE RESTRICTIONS**

8.6 **Signs** No sign of any kind shall be displayed to the public view on any unit. A unit owner desiring to sell or rent his or her unit may place one temporary sign advertising the property for rent or sale in the common area in front of the unit and one sign in the common area near the entrance on Shellers Bend. Any such sign shall be no more than three feet wide and stand no more than four feet high from ground level. No such sign shall be illuminated.

## COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION

**WHEREAS**, the Executive Board of Directors (hereinafter "the Board"), acting on behalf of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter "the Association"), is responsible for governance of the Association and maintenance of the property known as COBBLECREEK MANOR ; and

**WHEREAS**, the Association exists pursuant to the Declaration of Condominium (hereinafter "the Declaration") and applicable state law; and

**WHEREAS**, the Board is authorized to adopt, alter, and enforce rules and regulations of the Association pursuant to the Uniform Condominium Act, the Declaration, and the By-Laws, Rules, and Regulations of the Association (hereinafter "the By-Laws"); and

**WHEREAS**, the Board has determined that unit owners should be permitted to fly the flag of the United States of America at any time, consistent with appropriate protocol and certain restrictions relating to installation of flagpole holders and payment for installation of flagpole holders; and,

**WHEREAS**, Article 8.17 of the By-Laws of the Association permits the flying of the flag of the United States of America only during recognized national and state events and holidays, and during national periods of mourning:

### **NOW, THEREFORE, BE IT RESOLVED THAT:**

The Board amends Article 8.17 of the By-Laws of the Association to read as follows (new language is underlined and deleted language is drawn through with hyphens):

#### **8.17 ~~Flagpole Holders~~ Display of the Flag of the United States of America:**

~~The object is to provide residents the opportunity to display the United States flag by means of a flagpole holder attached to the building. The flag of the United States of America may be displayed by a unit owner at any time, provided the flag is displayed in accord with the following conditions:~~

a. The flag is displayed consistently with appropriate protocol for display of the flag of the United States of America.

b. The flag is displayed by means of a flagpole holder attached to the front of the column furthest from the garage on the front porch of the unit.

c. ~~1. A flagpole holder may be attached to the building, but only if~~ The flagpole holder is must be provided and attached to the building unit by our management company. The unit owner is not permitted to attach any other holder or item whatsoever to the building unit.

~~1. The cost of both the flagpole holder and the its installation by the our management company will be is the responsibility of the unit owner.~~

~~2. Only the United States flag can be displayed on the pole.~~

~~3. The flag should be displayed only during recognized national and state events and holidays. Flying the flag during national periods of mourning is permissible.~~

~~4. When displaying the flag, appropriate protocol should be followed.~~

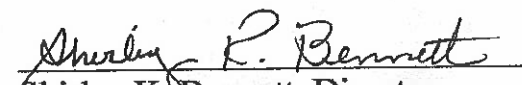
The Board, pursuant to its powers under Article 5.2e of the By-Laws, adopts this amendment to Rule 8.17 of the By-Laws on this 24 day of November, 2008, to be effective on the 24 day of November, 2008.

  
\_\_\_\_\_  
Peter A. Rohrer, President

  
\_\_\_\_\_  
Daryl K. Heasley, Vice-President/Secretary

  
\_\_\_\_\_  
Charles W. Naspinsky, Treasurer

  
\_\_\_\_\_  
Harold J. Bailey, Director


  
\_\_\_\_\_  
Shirley K. Bennett, Director

  
\_\_\_\_\_  
Robert E. Lindsay, Director

# COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION

## Certification of Rules

I, Daryl K. Heasley, Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached is a true and correct copy of Rule 8.17 of the By-Laws, Rules and Regulations of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, as amended by the Executive Board of Directors of the Association on the 24 day of November, 2008.

  
Daryl K. Heasley, Vice-President/Secretary

Dated: 11/24/08



Approved by the Board 3/05

*Superseded*

**COBBLECREEK MANOR**  
By-Laws  
Addition to Article 8

**8.17 Flagpole Holders**

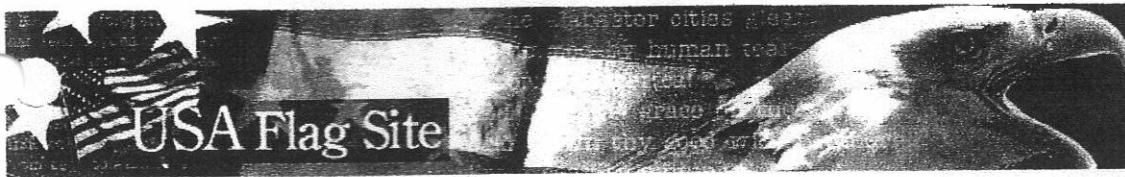
The object is to provide residents the opportunity to display the United States flag by means of a flagpole holder attached to the building.

1. A flagpole holder may be attached to the building, but only if the flagpole holder is provided and attached to the building by our management company. The unit owner is not permitted to attach any other holder whatsoever to the building.
2. The cost of both the flagpole holder and the installation by the management company will be the responsibility of the unit owner.
2. Only the United States Flag can be displayed on the pole.
3. The flag should be displayed only during recognized national and state events and holidays. Flying the flag during national periods of mourning is permissible.
4. When displaying the flag, appropriate protocol should be followed.

Article 8.2 of our By-Laws provides that "[n]o unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board." Amended Article 8.17 of the By-Laws permits the display of the flag of the United States Of America, subject to certain conditions dealing with the installation of a flagpole holder and the manner of display.

At the monthly meeting of the Executive Board on August 30, 2012, a homeowner requested permission to display a Penn State flag to show his support for the University during these most unusual times. After due consideration, the Board has decided to create a temporary rule permitting the display of flags in addition to the flag of the United States of America. This temporary rule will be in effect only for the months of August through October. Thereafter, the rule permitting the display of only the flag of the United States of America will again be in full force and effect.

Anyone who wishes to take advantage of this temporary rule must follow the provisions of Article 8.17 dealing with the manner in which a flagpole holder must be installed and in which a flag may be displayed. Any questions may be directed to Bob Lindsay, the Rules and Regulations chairman on the Executive Board of Directors, at 814-861-3342 or at [rlindsay41@verizon.net](mailto:rlindsay41@verizon.net).



[American Flags Forum](#)

[Flag History](#)

[Flag Etiquette](#)

[Patriotic Pictures](#)

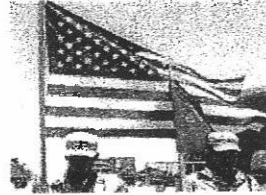
[Patriotic Songs](#)

[Links](#)

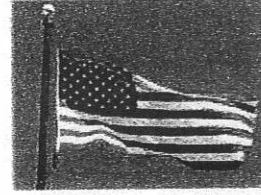
[Kids Resources](#)



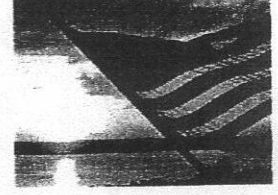
**Flagpole Lighting**  
Commercial Flag Pole Lights US  
Government/GSA Supplier  
[www.EagleMountainFlag.com](http://www.EagleMountainFlag.com)



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**Corporate Flag Etiquette**  
Answers beyond the Flag Code a  
ready reference for corporate use  
[flagetiquette.org](http://flagetiquette.org)



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[www.CanadasPatchKing.com](http://www.CanadasPatchKing.com)

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## American Flag Etiquette.



### Easy Red Flag Compliance

Online solution to verify  
an applicant's identity.  
Fast and easy  
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### Flag Etiquette

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Etiquette. The Latest Hot  
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flags  
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**Half staff US Flag notice**  
signup here and we'll  
email you when to lower  
the US flag  
[www.aflag.com](http://www.aflag.com)

**SpecOps American Flag  
Hat**  
Replica Spec-Ops  
American Flag Hats Free  
shipping on 2 or more  
hats!  
[www.HeroesHat.com](http://www.HeroesHat.com)

Federal law stipulates many aspects of flag etiquette. The section of law dealing with American Flag etiquette is generally referred to as the Flag Code. Some general guidelines from the Flag Code answer many of the most common questions:

- The flag should be lighted at all times, either by sunlight or by an appropriate light source.
- The flag should be flown in fair weather, unless the flag is designed for inclement weather use.
- The flag should never be dipped to any person or thing. It is flown upside down only as a distress signal.
- The flag should not be used for any decoration in general. Bunting of blue, white and red stripes is available for these purposes. The blue stripe of the bunting should be on the top.
- The flag should never be used for any advertising purpose. It should not be embroidered, printed or otherwise impressed on such articles as cushions, handkerchiefs, napkins, boxes, or anything intended to be discarded after temporary use. Advertising signs should not be attached to the staff or halyard.
- The flag should not be used as part of a costume or athletic uniform, except that a flag patch may be used on the uniform of military personnel, fireman, policeman and members of patriotic organizations.
- The flag should never have any mark, insignia, letter, word, number, figure, or drawing of any kind placed on it, or attached to it.
- The flag should never be used for receiving, holding, carrying, or delivering anything.
- When the flag is lowered, no part of it should touch the ground or any other object; it should be received by waiting hands and arms. To store the flag it should be folded neatly and ceremoniously.
- The flag should be cleaned and mended when necessary.
- When a flag is so worn it is no longer fit to serve as a symbol of our country, it should be destroyed by burning in a dignified manner.

Read a more comprehensive set of flagetiquette rules for display of the American Flag.

Our goal is to do our small part to inspire pride in this great country of ours. If you have suggestions or comments for us, we'd appreciate your dropping us a note by [clicking here](#).

If you'd like to spread the word and help others find USA Flag Site, you can link to us from your web site.

## **COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION**

**WHEREAS**, the Executive Board of Directors (hereinafter "the Board"), acting on behalf of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter "the Association"), is responsible for governance of the Association and maintenance of the property known as COBBLECREEK MANOR (hereinafter "the Property"); and

**WHEREAS**, the Association exists pursuant to the Declaration of Condominium (hereinafter "the Declaration") and applicable state law; and

**WHEREAS**, the Board is authorized to adopt, alter, and enforce rules and regulations of the Association pursuant to the Uniform Condominium Act, the Declaration, and the By-Laws, Rules, and Regulations of the Association (hereinafter "the By-Laws"); and

**WHEREAS**, the Federal Communications Commission (hereinafter "the FCC") adopted a rule governing the installation, maintenance, and use of certain antennas in condominiums and other locations; and

**WHEREAS**, the Board desires and intends to adopt rules governing the installation, maintenance and use of antennas in the best interests of the Association, consistent with the FCC rule, and state and federal laws.

**NOW, THEREFORE**, the Board adopts the following rules for the Association, which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association and which shall supersede any previously adopted rules on the same subject matter.

# **RULES FOR THE INSTALLATION, MAINTENANCE AND USE OF ANTENNAS IN COBBLECREEK MANOR**

## **I. Definitions**

As used in these rules, the following terms have the following meanings:

### **A. Antenna**

For purposes of these rules, the term "antenna" means any antenna covered by the FCC's Over-The-Air-Reception Device ("OTARD") Rule (47 Code of Federal Regulations, section 1.4000 (47 C.F.R. §1.4000)). The following antennas are covered by the rule:

1. A "dish" antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite (DBS) service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. Typically, this is the type of antenna used for DIRECTTV or Dish Network systems.
2. An antenna one meter or less in diameter designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite. Fixed wireless signals are defined by the OTARD rule as "any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location." 47 C.F.R. § 1.4000(a)(2). Examples of antennas in this category include antennas used to provide telephone service or high-speed Internet access to a fixed location.
3. An antenna designed to receive local television broadcast stations (TVBS).

For purposes of these rules, the term "antenna" also includes:

1. Any mast which supports one of the covered antennas.
2. Any cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories used to install, maintain, or use the antenna.

### **B. Mast**

Any structure to which an antenna is attached that raises the antenna height.

### **C. Unit**

The term "unit" shall have the meaning assigned to it in Declaration.

## **CobbleCreek Manor Antenna Rules**

### **D. Unit Owner**

The term "unit owner" shall have the meaning assigned to it in the Declaration. For the purpose of these rules, "unit owner" includes a tenant who has the prior written permission of the unit owner to install an antenna.

### **E. Common Elements and Common Areas**

The terms "common elements" and "common areas" shall have the meanings assigned to those terms in the Declaration.

### **F. Limited Common Elements or Limited Common Areas**

The terms "limited common elements" and "limited common areas" shall have the meaning assigned to those terms in the Declaration. For purposes of these rules, they include:

1. The concrete patio behind each unit;
2. the concrete porch; and
3. an area at the rear of the unit with a length no greater than the length of the patio and with a width at a right angle to the length of the patio of no more than four feet from the patio (hereinafter "the area at the rear of the unit") which, although the Declaration permits to be used solely for the planting of a garden, the Board has resolved may be used for the placement of an antenna under these rules.

For purposes of these rules, terms do not include:

1. The pillars or columns on the concrete porch and the concrete patio or any portion of the exterior of the unit, including windows, doors, walls, and porch and patio ceilings, adjacent to or abutting the concrete patios and porches; and,
2. the area in front of the garage of each unit which the unit owner has the right to use as two parking spaces.

### **G. Signal of Acceptable Quality**

For purposes of these rules, the term "signal of acceptable quality" means a signal that is at least as good as the signal received from the cable supplier to the Association.

## **II. Installation Rules**

### **A. Antenna Size and Type**

1. Only antennas of the type and size covered by the FCC's OTARD rule and defined as antennas in these rules may be installed.
2. All antennas not covered by the FCC's OTARD rule and not defined as antennas in these rules are prohibited in COBBLECREEK MANOR.

### **B. Location**

1. No antenna or anything necessary for its installation, maintenance or use may be placed on, protrude over, be attached to, or penetrate any exterior walls, windows, doors or frames of any building, or any part of any common ground or common element, as those terms are defined in the Declaration.
2. No antenna may obstruct access to or exit from any unit, walkway, ingress or egress from any area, electrical service equipment, or any other area necessary for the safe operation of the Property. The purpose of this requirement is to ensure the safety of unit owners, their families, and others, and to ensure safe and easy access by emergency personnel and others to the Property, the units, and any building on the Property at all times.
3. Provided an antenna can be installed in compliance with the rule immediately above (II., B., 2.), antennas should be placed in the following locations:
  - a. An antenna should be placed in the crawl space of the unit, unless an acceptable quality signal cannot be received or placement of the antenna in the crawl space of the unit would result in unreasonable delay in installation or an unreasonable increase in the cost of installation or use.
  - b. If an antenna cannot be placed in the crawl space, it should be placed on the rear patio of the unit.
  - c. If placement on the rear patio of the unit would preclude the receipt of an acceptable quality signal or would unreasonably delay installation or unreasonably increase the cost of installation or use,

## **CobbleCreek Manor Antenna Rules**

the antenna should be placed in the area at the rear of the unit.

d. If placement of an antenna in the area at the rear of the unit would preclude reception of a signal of acceptable quality or would unreasonably delay installation or unreasonably increase the cost of installation or use, the antenna should be placed on the concrete porch.

### **C. Securing the Antenna**

1. Antennas shall be anchored and secured according to the manufacturer's specifications, but at all events must be able to withstand winds of at least 50 miles per hour without becoming airborne. The purpose of this rule is to prevent, to the extent possible, injury to people and property that might occur should an antenna become airborne in high winds.

2. Antennas shall be installed in such a manner as to be able to withstand the weight of snow and ice.. The purpose of this portion of the rule is to prevent, to the extent possible, injury to people and property that might occur should an antenna collapse due to the weight of snow and ice.

### **D. Grounding the Antenna and Limiting RF Exposure**

1. All antennas must be grounded according to the manufacturer's specifications. The purpose of this rule is to reduce, to the extent possible, the risk that any unit or common elements might be damaged by fire and the risk that any person might suffer electrical shock.

2. An antenna used to transmit a fixed wireless signal may be installed only if it has a label affixed to it that provides adequate notice regarding potential radiofrequency safety hazards (for example, information regarding the safe distance required between all persons and transceiver antennas) and references the applicable limits adopted by the FCC for radiofrequency exposure. The Board recommends that antennas that both receive and transmit a signal be installed by professional installers in order to maximize effectiveness and to minimize the possibility that the antenna will be placed in a location that is likely to expose subscribers, their families, or others in the area to radiation from the transmit signal at close proximity and for an extended period of time.



**E. Antenna Height**

1. Antennas should be installed no higher than is absolutely necessary for reception of a signal of acceptable quality.
2. The distance between the base of the antenna and the top of the antenna generally should be no greater than the distance from the base of the antenna to the nearest property line. The purpose of this rule is to prevent, to the extent possible, injury to others on adjacent property and to the property of others outside the Property.

If installation of an antenna will exceed this height, the person seeking to install the antenna must have prior approval of the Board. The person seeking approval must submit a request for approval, in writing, to any member of the Board. This request must include a plan showing the location of the antenna and indicate the proposed height, and must include copies of the installation manuals of all manufacturers of any portion of the installation. The Board must respond to the request within seven days. If the Board determines that the proposed height of the antenna in the specified location poses a realistic threat of harm of injury to others and/or damage to the property of others, including other unit owners of the Association, the request will be denied. The Board's decision must be in writing.

3. The distance between the base of the antenna and the top of the antenna generally should be no greater than the distance from the base of the antenna to the nearest building or nearest unit, other than the unit of the owner installing the antenna, within the Property which lies in a direct line from the antenna. The purpose of this rule is to prevent, to the extent possible, injury to others in adjacent buildings and units, and damage to nearby buildings and units within the Property.

If installation of an antenna will exceed this height, the person seeking to install the antenna must have prior approval of the Board. The person seeking approval must submit a request for approval, in writing, to any member of the Board. This request must include a plan showing the location of the antenna and indicate the proposed height, and must include copies of the installation manuals of all manufacturers of any portions of the antenna installation. The Board must respond to the request within seven days. If the Board determines that the location and proposed height of the antenna poses a realistic threat of injury to others and/or damage to any building within the Property, the request will be denied. The Board's decision must be in writing.

## **CobbleCreek Manor Antenna Rules**

4. No antenna generally may exceed twelve feet in height above the roof line. If installation of an antenna will exceed this height, the person seeking to install the antenna must have prior approval of the Board. The person seeking approval must submit a request for approval, in writing, to any member of the Board. This request must include a plan showing the location of the antenna and indicate the proposed height, and must include copies of the installation manuals of all manufacturers of any portion of the installation. The Board must respond to the request within seven days. If the Board determines that the location and proposed height of the antenna pose a realistic threat of harm of injury to others and/or damage to the property of others, including other unit owners of the Association, the request will be denied. The Board's decision must be in writing.

5. Antennas shall not be installed within ten feet of power lines (whether above ground or below) and, in no event, may be installed where they may come in contact with electric power lines, telephone lines, cable television lines, or gas lines. The purpose of this rule is to prevent injury to persons or damage to property that might result from contact with such lines.

### **F. Camouflaging the Antenna**

1. So long as the reception of an acceptable signal is not impaired, installation of the antenna is not unreasonably delayed, and the cost of installation or use is not unreasonably increased, an antenna must hidden from view to the greatest extent possible.

2. So long as the reception of an acceptable signal is not impaired, installation of the antenna is not unreasonably delayed, and the cost of installation or use is not unreasonably increased, antennas must be painted to match the surrounding structures.

### **G. Notice of Installation**

1. Any installation of an antenna must be done in a reasonably prompt manner. At all events, the installation of an antenna must be completed within seven days of its commencement.

2. No later than completion of the installation of the antenna, the unit owner who installs or has the antenna installed must notify the Board in writing that an antenna has been installed, detailing the location and height of the antenna, and must supply the Board with copies of the installation manuals of all manufacturers of any portion of the installation. This requirement applies to all portions of the installed antenna. The purpose of this requirement is so that the Board, if it so desires, may inspect the antenna to insure that its installation and use will be in compliance with these rules. This

## **CobbleCreek Manor Antenna Rules**

requirement may be satisfied by delivering the required documents to any member of the Board.

3. Any tenant installing an antenna with the prior written consent of the unit owner must also furnish the Board a copy of the written permission.

### **III. Maintenance**

#### **A. Unit Owner's Responsibilities**

1. The unit owner shall not permit the antenna to fall into disrepair or become a safety hazard as a result of neglected maintenance.
2. The unit owner is responsible for all costs associated with the maintenance and repair of the antenna.
3. If an antenna is installed on property for which the Association has maintenance responsibility, the unit owner retains responsibility for antenna maintenance.
4. The unit owner shall replace or repaint the antenna if the exterior surface of the antenna deteriorates. The purpose of this requirement is to prevent any discoloration of concrete surfaces or the exterior surfaces of the unit resulting from deterioration of the antenna.
5. If an antenna becomes damaged in any way, the unit owner must immediately replace or remove the antenna. If the unit owner does not do so, the Association will give the unit owner written notice to remove the damaged antenna within seven days. If the unit owner then fails to remove the damaged antenna, the Association has the right to remove the damaged antenna, with all costs of removal to be borne by the unit owner. Any damage that results to any common property, common element, limited common property, or limited common element during the removal of the antenna, despite the exercise of reasonable care, is the responsibility of the unit owner. The Association shall not be liable for any damage to the antenna resulting from its removal.

#### **B. Association Responsibilities**

If maintenance responsibilities of the Association require removal of an antenna so that maintenance can be performed, the Association shall provide the unit owner with seven days written notice of the need to remove the antenna. The unit owner is responsible for removing the antenna so that maintenance can be performed. If the unit owner does not remove the antenna by the required time, then the Association may do so. Any expenses

## **CobbleCreek Manor Antenna Rules**

incurred in removing the antenna are the responsibility of the unit owner. Similarly, any damage that results to any common property, common element, limited common property, or limited common element during the removal of the antenna, despite the exercise of reasonable care, is the responsibility of the unit owner. The Association shall not be liable for any damage to the antenna resulting from its removal. The unit owner shall be responsible for all costs necessary to reinstall the antenna.

### **IV. Removal**

#### **A. Service No Longer Utilized**

An antenna must be removed if the unit owner is no longer utilizing the service for which the antenna was installed.

#### **B. Sale of Unit**

If a unit owner has installed an antenna and the unit is sold, the antenna must be removed prior to transfer of the unit to the new owner and the area on which the antenna was installed must be restored to its original condition at the expense of the unit owner. If the unit is sold with the antenna installed, the seller shall furnish the Board with notice that the unit has been sold with the antenna installed and certify that the new owner has been advised of these rules. At all events, the new owner shall be bound by these rules.

#### **C. Removal by the Association of Antenna in Breach of Rules**

The Association has the right to remove any antenna installed, maintained, or used in violation of these rules. The unit owner of an antenna installed, maintained, or used in violation of these rules will be given written notice to remove such antenna within seven days. If the unit owner does not do so, the Association may remove the antenna, remedy any violation and/or damage to common property, common elements, limited common property, and/or limited common elements, and charge the unit owner with the cost of removal and the costs necessary to remedy any such damage. This right of removal does not preclude the Board from pursuing any other remedy or imposing any other punishment for violation of the rules and regulations of the Association.

### **V. Unit Owner's Obligations and Association's Remedies**

#### **A. Indemnify and Restore**

By installation of any antenna, the unit owner agrees to indemnify and hold harmless the Association from liability for any and all damage, loss, or injury that occurs during, or in connection with, the installation, maintenance, and use of any antenna and to restore to original condition the installation site upon removal of the antenna.

## **CobbleCreek Manor Antenna Rules**

### **B. Defend against Claims**

By installation of any antenna, the unit owner agrees to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

### **C. Reimburse**

By installation of any antenna, the unit owner agrees that if the Association, in the enforcement of any part of this indemnity agreement, incurs any expenses or becomes obligated to pay attorneys' fees or court costs, the unit owner will reimburse the Association for such expenses, attorneys' fees, and/or costs within thirty days after receiving written notice from the Association of the incurring of such expenses, costs, or obligations.

### **D. Insurance Rates**

Should any antenna installation, maintenance, or use increase the rate of insurance on the Property, the unit owner installing the antenna is required to bear the full amount of such increase.

### **E. Obligations Remain with Unit Owner**

In the case of an antenna installed by a tenant, the obligations of this part of the rule remain at all times with the owner of the unit.

### **F. Obligations and Responsibilities Not Altered**

Nothing in these rules may be read as intending to alter the obligations or responsibilities of any unit owner under the Declaration and the By-Laws.

### **G. Association Free to Pursue Other Remedies**

Nothing in these rules may be read as precluding the Association from pursuing any other remedies available to it in any other part of these rules, in any court of law or equity, or in the Declaration and the By-Laws.

## **VI. Captions**

The captions herein are inserted only as a matter of convenience and in no way define, limit, or describe the scope of these rules nor the intention of any of the provisions hereof.

## **VII. Disclaimer**

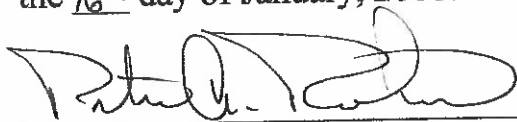
Nothing in these rules may be relied upon by any unit owner to excuse compliance with any local, state, or federal statute, rule, or regulation.

## CobbleCreek Manor Antenna Rules

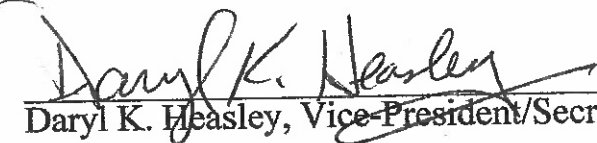
### VIII. Severability

If any provision of these rules is held to be invalid, the remainder of the rules shall remain in full force and effect.

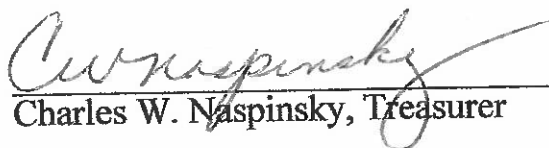
The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts these rules on this 16<sup>th</sup> day of January, 2008, to be effective on the 16<sup>th</sup> day of January, 2008.



Peter A. Rohrer, President



Daryl K. Heasley, Vice-President/Secretary

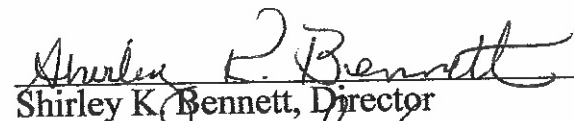


Charles W. Naspinsky, Treasurer

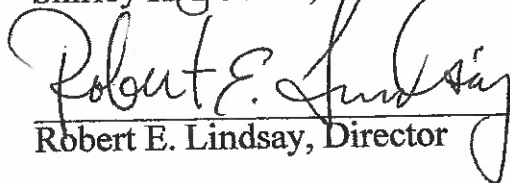


Charles R. Markham, Director

Roy F. Willis, Director



Shirley K. Bennett, Director



Robert E. Lindsay, Director

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

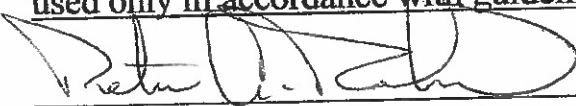
**RESOLUTION REGARDING AMENDMENT OF SECTION 8.2  
OF THE By-LAWS, RULES AND REGULATIONS**

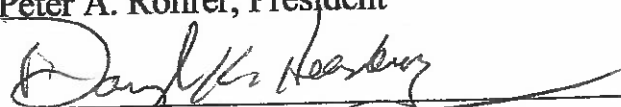
WHEREAS, the Executive Board of Directors of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION has determined that it is in the best interest of the Condominium to adopt rules and regulations governing the installation, maintenance, and use of certain antennas in COBBLECREEK MANOR.

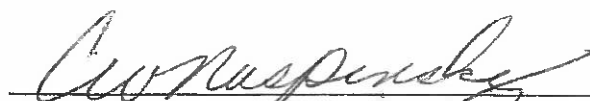
**NOW, THEREFORE, BE IT RESOLVED THAT:**


On this \_\_\_\_ day of August, 2009, the Executive Board proposes the amendment of Article 8.2 of the By-Laws, Rules and Regulations of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION to read as follows (new words are underlined and words to be deleted are struck through):

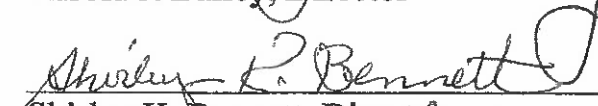
8.2 Each owner shall maintain his unit in good condition, order, and repair, at his own expense. No unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his unit (other than those alterations made by the Developer), or install any antenna, ~~dish for television reception or microwave reception, not covered by the~~ Federal Communications Commission's Over-The-Air-Reception-Devices ("OTARD") rule (47 Code of Federal Regulations, section 1.4000 (47 C.F.R. §1.4000) or any structure or addition of any kind whatsoever without the prior written consent of the Executive Board. Any antenna covered by the Federal Communications Commission's OTARD") rule may be installed, maintained, and used only in accordance with guidelines adopted by the Executive Board.

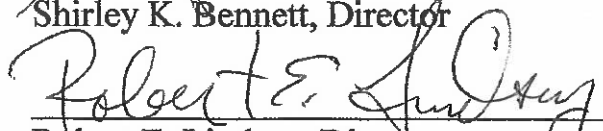
  
\_\_\_\_\_  
Peter A. Rohrer, President

  
\_\_\_\_\_  
Daryl K. Heasley, Vice-President/Secretary

  
Charles W. Naspinsky, Treasurer

  
Harold J. Bailey, Director

  
Shirley K. Bennett, Director


  
Robert E. Lindsay, Director



**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**Certification of Amendment to Article 8.2 of the By-Laws**

I, Daryl K. Heasley, Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached is a true and correct copy of the Amendment to Article 8.2 of the By-Laws adopted in compliance with Article 11 of the By-Laws at the Annual Meeting of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION held on September 17, 2009.

  
\_\_\_\_\_  
Daryl K. Heasley, Vice-President/Secretary

Dated: 10/19/09

## **AMENDMENT TO RULE 8.2 OF THE BY-LAWS, RULES AND REGULATIONS**

### **ARTICLE 8. USE RESTRICTIONS**


8.2 Each owner shall maintain his or her unit in good condition, order, and repair, at his or her own expense. No unit owner shall display, hang, store, or use anything whatsoever on his or her stoop or outside his or her unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his or her unit (other than those alterations made by the Developer), or install any antenna not covered by the Federal Communications Commission's Over the Air Reception Devices ("OTARD") rule (47 Code of Federal Regulations, section 1.4000 (47 C.F.R. §1.4000)) or any structure or addition of any kind whatsoever without the prior written consent of the Executive Board. Any antenna covered by the Federal Communications Commission's OTARD rule may be installed, maintained, and used only in accordance with guidelines adopted by the Executive Board.

**COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS  
ASSOCIATION**

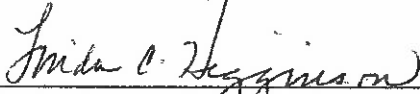
**RULE UNDER ARTICLE 8.2 OF THE BY-LAWS SETTING THE  
DATE FOR REMOVAL OF ANNUALS**

Rules previously adopted by the Executive Board permit unit owners to plant annuals in pots and in certain common areas next to their units. Previous rules and guidelines are inconsistent concerning the date by which such annuals must be removed. Consequently, the Board has determined to set November 30<sup>th</sup> as the date by which annuals must be removed. Any provision in any other guideline or rule setting another date as the date by which annuals must be removed is hereby superseded.

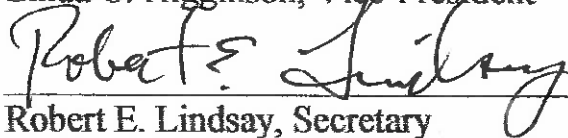
The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 28 day of November, 2011, to be effective immediately.



Peter A. Rohrer, President

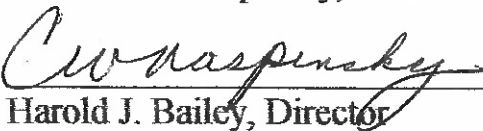


Linda C. Higginson, Vice-President



Robert E. Lindsay, Secretary

Charles W. Naspinsky, Treasurer



Harold J. Bailey, Director



Shirley K. Bennett, Director



Tom Cali, Director

CobbleCreek Manor  
Annual Meeting  
September 17, 2009

The meeting was called to order at 7:05pm by Peter Rohrer.

Collection and certification of proxies was performed by Linda Rohrer. It was determined that sufficient members were present in person and by proxy to constitute a quorum.

Peter introduced the current Board Members: Bob Lindsay, Hank Bailey, Shirley Bennett, Daryl Heasley, and Chuck Naspinsky. He then introduced John Hanna and Bobette Myers from Continental Real Estate.

Owners present: Joe and Cathy Davis, Chuck and Carol Naspinsky, Ted and Nancy Soucheck, Joan Curran, Nancy Funk, Tom and Diane Magnani, Bob and Janice Lindsay, Ed and Connie Dunkleberger, Ann Killebrew, Bob and Evelyn Schultz, Lattif and Martha Thomas, Mary K. Agnew, Ralph and Joan Brower, Peter and Linda Rohrer, Linda Wallace, Jerry and Nancy Slagle, Hank and Linda Bailey, Ed and Anneke Fleming, Don and Shirley Bennett, Ed and Cheryl Miller, Doris Popp, Ray and Barb Raker, Charles Markham, Daryl Heasley and Deborah Preston, Kimberly Austin, Susan Youtz and Linda Higginson, Jim and Elaine Cassin.

Units represented by proxy: Chris and Lillian Dammeyer, David and Hope Furrer, Harry and Anne Burgos, Henry and Beverly Oppermann, Howard and Dee Aylward, Carol Turner, Thomas and Esther Cali, Leonard and Esther Olson, Helen and George Tyson, Willa Silverman, Bill and Joan Young, Trish and Ed Bell.

Peter Rohrer again reminded owners that the Board follows the Declaration of Condominium and By-Laws of CobbleCreek Manor. These are the documents that govern CobbleCreek Manor.

Presidents Report: Peter stated that the association has come a long way in five years. It went from "when will we have grass" to "what are these clumps in my yard", from "when will my landscaping grow" to "when will it be trimmed and pruned." The association is in good shape financially as well. Several major projects were completed this year:

1. The tree line behind units 109-116. The trees were removed, mound graded, new trees planted and the mulch spread to new beds along the bike path. There were 94 arborvitaes planted in this area. The arborvitaes will grow to be approximately three to five feet per year until maturity. These will make a very nice screen.
2. Sealed all driveways and roadways. The driveways were resealed at Scott's Landscaping expense due to a hydraulic fluid leak from a piece of equipment used to remove snow. The roads were sealed at the same time by Walter's Blacktop. Walter also resealed the front entrance to match the existing color.
3. The front posts were painted on all buildings this year. The back posts are being planned to be painted in next year's budget.
4. A Knox Box was installed at the clubhouse. Forty-four homeowners are participating in this program. Only four homeowners opted out.
5. Landscaping under the direction of Hank Bailey is in good shape. Many thanks to Hank, his committee and Jeff Krezo from Scott's Landscaping.

6. Buildings are in good shape. A walk around was completed in August/September time frame last year with Continental maintenance. The purpose of the walk around is to look for preventative maintenance items. CCM spent approximately \$3,000 in preventative maintenance last year, i.e., mostly roof issues, and nail pops, sealing shingles and flashing repairs. There is one area where the EFIS was damaged by a mower. This has been repaired and the bill is being sent to Scott's for reimbursement. Another walk around is being scheduled for this fall. Dryer vents will continue to be addressed each year as will the HVAC maintenance with Hazel's.
7. Bob's been doing an excellent job with the Rules and Regulations. He continues to make sure that CCM is in compliance with the documents as well as outside regulations such as FCC rulings. He will have more to discuss on this topic as well as others with his report.
8. Shirley's been doing a great job with the clubhouse. There have been many social events throughout the year planned. Pot luck dinners are wonderful.

Peter thanked the volunteers who are not board members who give of their time to the association. Don Bennett is the lamp lighter and does pond maintenance. Peter also thanked Jim and Elaine Cassin for feeding the fish at the pond.

Financial Report: John distributed a packet of reports. The first report is the General Ledger. The purpose of this report is to show the cash in the bank at December 31, 2008. CCM had \$83,115.46 in the bank broken down into two accounts: Operating account (First National Bank) had \$7,393.42 and the Reserve Account (Nittany Bank) had \$75,722.04 at the end of the year. The next report is the Budget vs. Actual Report for the year ending December 31, 2008. As you can see you have no collection problems. Expense items to touch on were: cable was slightly over budget, landscaping was over budget, reserve was under funded, snow removal was under budget and water was right on budget for 2008. This reflects a net income of approximately \$7,500 for 2008. The next report is the General Ledger for August 31, 2009 again to show the cash in the bank. CCM had at August 31, 2009 \$76,483.15. Skipping to the last page John explained where he felt the association would end up for the year ending December 31, 2009. Again, there are no collection problems. Expense categories worth noting are: landscaping will be over budget, and the reserve account will be under budget due to projects completed this year. A net loss of \$1,639 is projected. Not a bad year based on all projects that have been completed.

#### Landscape Report:

1. CCM had a very productive and successful year. My first year heading up landscaping, but had lots of help from many people who Hank would like to recognize at various times during my presentation. First, is Chuck Markham, my predecessor who successfully created CCM appearance; made my job of maintenance/managing property easier.
2. Landscape committee: Nancy Slagle, Mary K. Agnew, Linda Bailey, Elaine Cassin, Jan Lindsay, Carol Naspinsky, and Linda Wallace – met regularly to discuss various landscaping issues.
3. Scott's Landscaping – Jeff Krezo – three year contract with exit option.

#### Accomplishments:

1. Douglas Fir Tree Project – replaced 47 diseased Douglas Firs with 94 6' Green Giant Arborvitaes; beds along bike path mulched using mulch from leveled trees – improvement in growth of these plants is amazing. Many thanks to Bob Lindsay, Tom Magnani, & Dee Aylward for assisting with watering of new trees. Also, Bob & Evelyn Schultz for sharing the cost in installing 8 additional trees to extend the tree line. Scott's did the extra work at cost. Total cost of project was \$27,153, but will be recovered in 5-6 years by not wasting money on bad trees.

2. Bed mulching – all beds were mulched using money not used for snow removal. Cost \$8,287
3. Multiple requests/approvals by unit owners to revise beds.
4. Voluntary work day – canceled – rescheduled for next spring – some fall projects if there are some volunteers.

**Budget:**

Landscaping includes: bed maintenance, edging, fall cleanup, lawn care applications (6), mowing and trimming (28 times), spring clean up, summer shrub pruning, winter tree/shrub pruning, complete plant health care program total cost is \$30,039.43.

Snow removal total cost is \$7,265.38

Mulching total cost is \$8,287.08

**Future potential plans – save money!!!**

1. Reducing size of some unit beds to save money in mulch–will not do without owner approval
2. Extending river stone in side beds to air conditioners to save money in mulch
3. Redoing center entrance aisle with river stone to improve appearance and reduce maintenance
4. Finding plans to control rising costs due to maturing plants, i.e. removing grasses, cotoneasters, and spreading junipers
5. Landscape committee will continue reviewing approval plants and possibility of annuals in front beds
6. New mowing plans

**Conclusions:**

1. Special thanks to Scott's Landscaping, especially Jeff Krezo – willingness to work with us through difficulties
2. Latif & Martha Thomas – purchase/planting of two Arborvitaes
3. Ash trees – endangered due to Emerald Ash Borer – trees die 1-3 years after attack; trees not suffering from water drought have better chance of survival; thank you to Scott's for loaning Alligator bags and those who volunteered to fill water bags

New landscape committee: Nancy Slagle, Linda Bailey, Trish Bell, Jan Lindsay, Carol Naspinsky, Linda Wallace and Susan Youtz. Hank is asking that everyone work through them with new project requests.

**Building Maintenance Report:** As stated earlier our buildings are in pretty good shape. A fall walk around is being scheduled with CREM. Svenke has been contacted to repair the mower damage on unit 106. Several buildings (10) have a front stoop problem. There is approximately an eight to nine inch step difference. We have received one bid from Scott's Landscaping to repair. More bids are requested. This is not going to be a cheap repair. This will be looked at in the spring.

**Clubhouse Report:** Shirley thanked her committee: Don Bennett, Joan Brower, Nancy Funk, DeDe Markham, Carol Naspinsky, Doris Popp, Linda Rohrer and Peter Rohrer. A big thank you was given to all of those who cleaned the clubhouse during the year. A new schedule has been posted for volunteers to sign up for the coming year. Shirley reminded everyone that the clubhouse is available to private parties, meetings, etc. Happy hours are every Thursday at 5:00pm. The exception is the 3<sup>rd</sup> Thursday of each month when we hold our pot luck dinners at 6:00pm. Pot luck dinners seem to be very popular. There is always a great turnout. Special happy hours are set for Halloween, December Holidays and Valentine's Day. CCM went to the Elks on February 26 for chicken and waffles. There were 13 members in attendance. This event is being planned again. CCM did not have a yard sale this year. Shirley stated CCM will try again in the spring.

The Memorial Day picnic was a big success with 33 people attending. Thanks to Chuck Naspinsky and Bob Lindsay for doing a great job cooking hamburgers and hot dogs. The annual block party with CCMII was had at our clubhouse on June 16. There were 25 in attendance from CCM and 10 from CCMII. The 4<sup>th</sup> of July picnic was a record setting event. We had 48 in attendance to enjoy Doan's Bones pulled pork sandwiches and Weis chicken. Thanks to Nancy Funk for handling the reservations. Thanks to Joan Brower for helping to arrange the food. The Labor Day picnic was another success with 33 in attendance. Thanks to Linda Rohrer for taking care of the reservations. Meatball sandwiches were served.

Shirley thanked everyone who attends the Happy Hours and picnics. She stated that CCM eats very well and encourages all to attend.

Upcoming events are: Halloween Happy Hour -- October 29 (costumes are suggested but not required)  
Decorate for Holidays -- December 10 (Happy Hour)  
Holiday party -- December 17 (no pot luck)

Rules and Regulation Report: Bob Lindsay explained that, as the owners know, CCM is governed by the Declaration of Condominium, the By-Laws and the Uniform Condominium Act. One item being worked on relates to the Federal Communications Commission's ruling on satellite dish antennas. Currently, the By-Laws absolutely preclude such antennas. Under the FCC rule, although we can preclude them in common areas, we cannot preclude them in limited common areas. Nevertheless, such antennas can only be placed in limited common areas if they can be installed in compliance with reasonable regulations and guidelines. The Board previously adopted such guidelines and distributed them to all unit owners. However, we must amend our By-Laws to reflect that antennas permitted under the FCC rule may be installed, but that they must be installed in compliance with the guidelines previously adopted by the Board.

A vote was then held on the proposed amendment to Article 8.2 of the By-laws which reflects the FCC rule and which was included in the notice of the meeting. The amendment was passed with all members present in person and by proxy voting in favor. A copy of the adopted amendment is attached. A motion was made to accept the By-Law change by Ralph Brower. Bob Schultz seconded and all were in favor.

Bob then reported that a walk-around was performed by a small group of directors, consisting of himself, Peter Rohrer, and a few others. The purpose was to identify items that were out of compliance with the Declaration and Buy-Laws. Some of these items seemed minor and the Board is considering permitting some or all of them outside the units. Items that need to be addressed include hoses stored outside, garage door keypads, decorative stones in limited common areas, and paving stones along edges of driveways. A discussion with the unit owners present was held and the following comments were made: several owners expressed the view that stepping stones should be permitted in garden areas and along the driveways; people seemed to favor permitting the storage of garden hoses in garden areas, but felt there should be limits on the

Election of Officers: The Nominating Committee, consisting of Hank Bailey and Bob Lindsay, reported that the terms of two Board members, Chuck Naspinsky and Shirley Bennett, were expiring. In addition, there is one vacancy on the Board. Chuck and Shirley have both indicated their willingness to continue to serve on the Board. In addition, Linda Higginson has identified her desire to serve on the Board. Consequently, the Committee placed the names of Chuck, Shirley and Linda in nomination for the three

vacancies on the Board. After the nominations were seconded, all three were elected by unanimous vote of those unit owners present and by proxy.

**Miscellaneous Business:**

1. Mr. Davis asked that when or if the HVAC unit would need to be replaced does board approval need to be sought. Peter answered yes. No problem with replacing the unit you just have to make sure that it is same size or close. Ms. Fleming added that hers had to be replaced within a year and she could not get the same model.

Next Board Meeting is scheduled for October 19, 2009 at 6:00pm.

With no other business to discuss, the meeting was adjourned at 8:30pm.

Respectfully Submitted:

Bobette Myers  
Continental Real Estate Management

## **AMENDMENT TO ARTICLE 8.2 OF THE BY-LAWS, RULES AND REGULATIONS**

### **ARTICLE 8. USE RESTRICTIONS**



8.2 Each owner shall maintain his or her unit in good condition, order, and repair, at his or her own expense. No unit owner shall display, hang, store, or use anything whatsoever on his or her stoop or outside his or her unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board. No member may paint, decorate, or otherwise alter or modify in any way the outside of his or her unit (other than those alterations made by the Developer), or install any antenna not covered by the Federal Communications Commission's Over the Air Reception Devices ("OTARD") rule (47 Code of Federal Regulations, section 1.4000 (47 C.F.R. §1.4000)) or any structure or addition of any kind whatsoever without the prior written consent of the Executive Board. Any antenna covered by the Federal Communications Commission's OTARD rule may be installed, maintained, and used only in accordance with guidelines adopted by the Executive Board.

Approved by the Board 5/05

## COBLECREEK MANOR GUIDELINES

### Pots on Pavers

1. Use pots only. A plant stand or a container that holds a single pot is permitted. Any stand or container that holds multiple pots is not permitted. Planter boxes, barrels, wooden containers, etc. are also not permitted. The use of offensive or tasteless pots is not permitted. The Board will make this determination.
2. A total of three pots are permitted. Please use good discretion and aesthetic balance when considering the size of your pots. We live in a windy area. Take this into consideration when choosing your pots. If your pots are constantly blowing over, please reconsider a different type or style of pot to use.
3. The homeowner is liable for any type of stain or discoloration to the pavers caused by their pots. If this should occur, the pavers will be cleaned or replaced at the homeowner's expense. To help prevent stains on the pavers, consider putting a stand or saucer under your pots. If you use a saucer, do not allow water to stand in the trays for any length of time.
3. The pots are to be placed only on the cobbles in front of you stoop. Do not let them migrate onto the driveway or onto the mulched beds.
4. Plant only flowers and greeneries in the pots.
5. Do not leave dead plants in your pots, and do not leave empty pots on the pavers.
6. Pots can to be placed out on April 15, and should be removed from the pavers no later than November 30<sup>th</sup>. If an early snowfall should occur, please remove your pots immediately. If you plan to be absent for the winter, remove your pots before you leave. If the pots are left on the pavers, the Board will reserve the right to pitch them. When the season ends, do not store your pots on the front stoop.
7. The Board has final say in all of the above guidelines.

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**RESOLUTION ADOPTING RULE RELATING TO THE  
PLACEMENT AND REMOVAL OF HOLIDAY DECORATIONS  
UNDER ARTICLE 8.2 OF THE BY-LAWS**

**WHEREAS**, the Executive Board of Directors (hereinafter the "Board"), acting on behalf of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION (hereinafter the "Association"), is responsible for governance of the Association and maintenance of the property known as COBBLECREEK MANOR (hereinafter the "Property"); and

**WHEREAS**, the Association exists pursuant to the Declaration of Condominium (hereinafter the "Declaration") and applicable state law; and

**WHEREAS**, the Board is authorized to adopt, alter, and enforce rules and regulations of the Association pursuant to the Uniform Condominium Act, the Declaration, and the By-Laws, Rules, and Regulations of the Association (hereinafter the "By-Laws"); and

**WHEREAS**, Article 8.2 of the By-Laws provides that "[n]o unit owner shall display, hang, store, or use anything whatsoever on his stoop or outside his unit other than as may be permitted in accordance with the rules and regulations established by the Executive Board", and

**WHEREAS**, the Board desires and intends to adopt a rule governing the placement and removal of holiday decorations in common areas outside units in the Property;

**NOW, THEREFORE**, the Board adopts the following rule for the Association, which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association, and which shall supersede any previously adopted rule on the same subject matter.

**COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS  
ASSOCIATION**

**RULE RELATING TO THE PLACEMENT AND REMOVAL OF  
HOLIDAY DECORATIONS UNDER ARTICLE 8.2 OF THE  
BY-LAWS**

Each unit owner may decorate certain portions of the common property outside his or her unit, provided the following conditions are met:

1. Small lights of low intensity may be placed on stable, existing evergreen trees and bushes. No lights may be attached to the building. A flood or spotlight may be used to illuminate the door.
2. Only outdoor wiring may be used.
3. Greens (wreaths or swags) may be hung on the three outside light fixtures and hung on the door by using a hanging bracket that is not permanently attached to the door.
4. No other decorations or displays of any kind may be placed on the common grounds.
5. All items displayed pursuant to this rule may not be placed on the common grounds prior to November 1, and must be removed prior to January 7 of the following year.
6. By decorating any portion of the common property pursuant to this rule, the unit owner agrees that he or she is fully responsible for any injuries or damage that result from the installation, maintenance, or removal of such decorations.

Resolution re Holiday Decorations

7. The Executive Board has the right to determine whether any decoration of the common elements outside a unit complies with this rule. By decorating any portion of the common property, a unit owner agrees that such determination is not reviewable. Should the Executive Board determine that any decoration of the common property is not in compliance with this rule, the Executive Board may order the unit owner to remove the decorations or have the decorations removed and bill the unit owner for the expenses of removal.

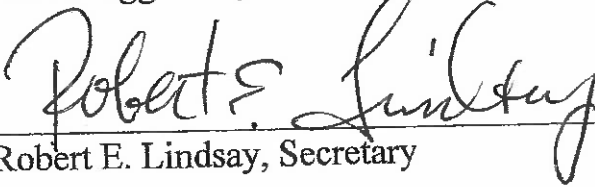
8. The Guidelines for Holiday Decorations adopted by the Executive Board in March, 2005, is hereby rescinded.

The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 18<sup>th</sup> day of July, 2011, to be effective immediately.

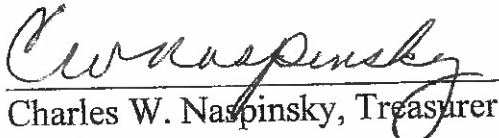


Peter A. Rohrer, President

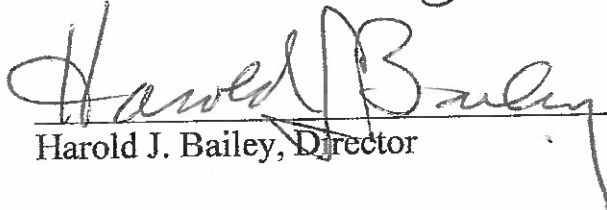
Linda Higginson, Vice-President



Robert E. Lindsay, Secretary

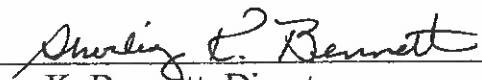


Charles W. Naspinsky, Treasurer



Harold J. Bailey, Director

Resolution re Holiday Decorations

  
\_\_\_\_\_  
Shirley K. Bennett, Director

\_\_\_\_\_  
Tom Cali, Director

## RULES AND REGULATIONS FOR THE COBBLE CREEK MANOR I CLUBHOUSE

### General:

The Clubhouse is a private facility owned and operated by the Cobble Creek Manor Homeowner's Association. Only unit owners and their guests may use this facility. Guests must be accompanied by the unit owner at all times.

Please adhere to the following policies and procedures. Safety and enjoyment are the primary concerns of these guidelines. Private parties shall be scheduled for the Clubhouse as the social calendar permits. A private party occurs when the Clubhouse meeting room is closed to unit owners except those sponsoring or invited to the party. Activities which allow others to share the room are not private parties.

### Security:

The Clubhouse is to be locked at all times. Each unit owner has a key to the Clubhouse. Only a unit owner may use a key to enter the Clubhouse.

When a unit owner leaves he/she must:

- Turn off all equipment, fans, lights, and the fireplace (if used).
- Return the thermostat to the setting per posted instruction on it.
- Close, secure and lock all windows and doors opened or found open.

### Safety:

All children under the age of 16 must be under direct supervision of a unit owner at all times.

### Exercise Room:

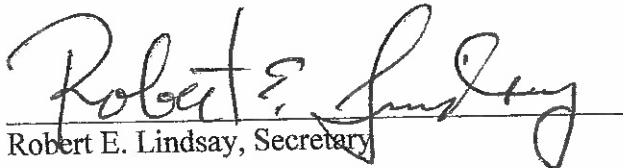
Because of liability, exercise equipment is for exclusive use by unit owners and their guests. Please observe the following:

- Unit owners have priority over guests.
- You agree that use of exercise equipment shall be undertaken at your own risk and that you are in good physical condition with no pre-existing physical conditions preventing you from engaging in exercises or use of the facilities.
- Each unit owner should become familiar with the proper use and operation of the equipment. Check with those experienced on the machine or look for instructions posted in the room.
- It is recommended that equipment be used in the presence of others.
- Appropriate exercise attire and shoes should be worn on the equipment. No street shoes can be worn.
- The following individuals may not use the exercise equipment:
  - Persons under the influence of alcohol, stimulants, or depressants.
  - Children under the age of 16.
- If others are waiting please restrict time on the machines to a maximum of thirty (30) minutes per machine. Please be considerate.
- No food or drinks are permitted in the exercise room. Water in a non-spillable sport bottle may be used.
- Do not lay any objects on the treadmill stand that may fall on the belt.

## COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION

### Certification of Rule

I, Robert E. Lindsay, Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached is a true and correct copy of the Rule Relating to the Placement and Removal of Holiday Decorations Under Article 8.2 of the By-Laws, Rules and Regulations of COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, as adopted by the Executive Board of Directors of the Association on the 18<sup>th</sup> day of July, 2011.

  
Robert E. Lindsay, Secretary

Dated: 7/18/2011



# **COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **RULE RELATING TO THE PLACEMENT AND REMOVAL OF HOLIDAY DECORATIONS UNDER ARTICLE 8.2 OF THE BY-LAWS**

Each unit owner may decorate certain portions of the common property outside his or her unit, provided the following conditions are met:

1. Small lights of low intensity may be placed on stable, existing evergreen trees and bushes. No lights may be attached to the building. A flood or spotlight may be used to illuminate the door.
2. Only outdoor wiring may be used.
3. Greens (wreaths or swags) may be hung on the three outside light fixtures and hung on the door by using a hanging bracket that is not permanently attached to the door.
4. No other decorations or displays of any kind may be placed on the common grounds.
5. All items displayed pursuant to this rule may not be placed on the common grounds prior to November 1, and must be removed prior to January 7 of the following year.
6. By decorating any portion of the common property pursuant to this rule, the unit owner agrees that he or she is fully responsible for any injuries or damage that result from the installation, maintenance, or removal of such decorations.
7. The Executive Board has the right to determine whether any decoration of the common elements outside a unit complies with this rule. By decorating any portion of the common property, a unit owner agrees that such determination is not reviewable. Should the Executive Board determine that any decoration of the common property is not in compliance with this rule, the Executive Board may order the unit owner to remove the decorations or have the decorations removed and bill the unit owner for the expenses of removal.
8. The Guidelines for Holiday Decorations adopted by the Executive Board in March, 2005, is hereby rescinded.

Approved by the Board 3/05

## COBBLECREEK MANOR

### By-Laws Addition to Article 8

#### 8.16 Guidelines for Holiday Decorations

The object is to provide residents the opportunity to decorate certain portions of the common property near their homes in a manner complimentary to the community.

1. Lighting should be of low intensity, smaller lights.
- \*2. Lights should be placed only on stable, existing ~~evergreen~~ trees and bushes. *all trees*
3. A flood or spotlight to illuminate the door is permitted.
4. Outdoor wiring must be used.
- Revised-* 5. All items should be put up not earlier than Thanksgiving and removed by January 7<sup>th</sup>.
6. Owners are fully responsible for all aspects of the process and any damage.
7. Greens [wreaths or swags] may be hung on the three outside light fixtures and hung on the door by using a hanging bracket that is not permanently attached to the door.
8. No lights should be attached to the building.
9. No other decorations should be placed on common grounds.

*5. lights can be put up starting November 1, turned on after Thanksgiving, and must be removed within 7 days after Christmas.*

*Revised: August, 2011*

*" November, 2012*

Approved by the Board 3/05

**COBBLECREEK MANOR**

By-Laws

Addition to Article 8

**8.16 Guidelines for Holiday Decorations**

The object is to provide residents the opportunity to decorate certain portions of the common property near their homes in a manner complimentary to the community.

1. Lighting should be of low intensity, smaller lights.
2. Lights should be placed only on stable, existing evergreen trees and bushes.
3. A flood or spotlight to illuminate the door is permitted.
4. Outdoor wiring must be used.
5. All items should be put up not earlier than Thanksgiving and removed by January 7<sup>th</sup>.
6. Owners are fully responsible for all aspects of the process and any damage.
7. Greens [wreaths or swags] may be hung on the three outside light fixtures and hung on the door by using a hanging bracket that is not permanently attached to the door.
8. No lights should be attached to the building.
9. No other decorations should be placed on common grounds.

Approved by the Board 3/05

**COBBLECREEK MANOR**  
By-Laws  
Addition to Article 8

**8.18 Door Wreath**

The objective is to provide the residents the opportunity to hang a decorative wreath from their front door.

1. A decorative wreath may be hung only on the front door by using a hanging bracket that is not permanently attached to the door. There are to be no other types of displays or objects of any kind to be hung from the door.

2. Unit owners are fully responsible for all aspects of the process and any damage that may occur to the door.

## COBBLE CREEK MANOR

To: Unit Owners  
From: Board of Directors  
Subject: Amendments to our By-Laws

The Board has approved and is recommending that the Association vote to amend the following two Articles of our By-Laws, Rules and Regulations. The two Articles to be amended are attached to this letter and are amended as follows: the wording in the Articles to be deleted has a line drawn through it, and the added wording is underlined.

The first Article that the Board is recommending to amend, is located on page twenty-seven [27] of your By-Laws, Rules and Regulations. It is Article 8, Use Restrictions, section 8.7 Animals. The Article states that a Unit Owner is allowed to have two pets, provided that no more than two [2] such pets of not more than 40 pounds each or one [1] large dog not more than 75 pounds may be kept in any such unit. The wording of this Article in our By-Laws is in conflict with the wording regarding pets that appears in our Declaration of Condominium, page nineteen [19], which states that---does not preclude a Unit Owner from keeping one large dog or not more than two smaller animals but only one of which can be over 40 pounds, two dogs, two cats or the like---. As you can see, the Declaration allows two dogs, of which, one of the dogs can be over forty pounds with no weight limit. Since our Declaration takes precedence over our By-Laws, the wording regarding dogs in our By-Laws is in conflict with the wording in our Declaration.

We are asking the Unit Owners vote to amend this Article, thus bring it in line with our Declaration.

The second Article that the Board is recommending to amend, is located on page thirty-three [33] of your By-Laws, Rules and Regulations and has to do with violations. It is Article 12, Compliance and Default, 12.1 Violations. The wording that the Board is recommending to amend, and change, is located in the first paragraph of the Article. We are referring to the time period that a Unit Owner has to correct a violation [~~thirty days~~], and the lack of the stating of a monetary fine. The fine stipulation is actually located in our Declaration of Condominium on page twenty [20] m. Executive Board Rights, number 4 ---A fine of \$25.00 per day for each day a violation continues at the discretion of the Unit Owners Association.

After looking at the By-Laws of other Condominium Associations and relying upon the management experience of Continental Real Estate Management Inc. [our Property Manager], the Board is recommending that we vote to amend this Article by shortening the time frame in which a Unit Owner has to correct a violation after receiving a written notification from our Property Manager. For clarity purposes, the Board also recommends that that we include the dollar amount within this Article of the By-Laws as they are stipulated in our Declaration.

The Board expects to carry on its current procedure of first trying to speak personally with a Unit Owner about a violation, or if that cannot be done, then by getting in touch through a written letter to the Unit Owner thus trying to get the problem resolved first. If the violation reaches the point where the Board has to request our Property Manager to send out a written notice about the violation, then the Board feels at that time the violation needs to be corrected expediently.

The Board recommends the adoption of both Amendments. Please vote for each Amendment separately. A yes vote is for the adoption of the Amendments, and a no vote is to leave the By-Laws unchanged. If a Unit is owned by more than one person, then all Unit Owners must sign the ballot.

If you have any questions regarding the proposed Amendments or the voting procedures, please feel free to call either Peter Rohrer [238-8095] or Ernest Erdeky [237-0838].

Thank you,

Board of Directors

**By-laws, Rules and Regulations: Page twenty-seven [27]: Article 8,  
Use Restrictions, section 8.7 Animals**

8.7 Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit on the property except that dog, cat, or other domesticated household pet may be kept, provided that it is not kept, bred, or maintained for any commercial purpose, ~~and provided that no more than two (2) such pets of not more than 40 pounds each or one (1) large dog not more than 75 pounds may be kept in any such unit.~~ This Article does not preclude a Unit Owner from keeping one [1] large dog or not more than two [2] smaller animals but only one of which can be over 40 pounds, two dogs, two cats, or the like. The said pet(s) must be housed indoors, and leashed when outdoors, and conform to all local ordinances and regulations.

Owners must immediately clean up after pets. Any pet which creates a nuisance to other unit owners may be directed by the Association to be removed from the condominium at the discretion of the Association at a meeting specially called and with adequate notice for a determination of the removal of any animal.

## **By-Laws, Rules and Regulations: Page Thirty-thirty [33]: Article 12 Compliance and Default, 12.1 Violations**

12.1 Violations: In the event of a violation (other than the nonpayment of an assessment), by an owner of any of the provisions of the Declaration, By-Laws, Rules and Regulations, or the Act, the corporation, by direction of its Board, through its Management Company, shall notify the owner of said breach by written notice, transmitted to the owner ~~at his unit~~ by certified US mail. The Owner will have [7] days after date of mailing of the notification to rectify the cited violation[s]. If such violation shall continue for a period of seven [7] ~~thirty (30)~~ days from the date of mailing of the notice, the corporation shall have the right to treat such violation as an intentional, material, breach of the Declaration, By-Laws, Rules and Regulations, or the Act. If the violation[s] identified is not corrected in the time allotted, the Management Company will send the offender a second letter. Beginning three [3] days following the mailing date of the second letter, a fine will be levied at the rate of twenty-five [\$25] per day per violation[s]. ~~and the~~ The corporation shall then, at its option, also have the following available to it:

- a. To commence an action in equity, to enforce performance on the part of the owner; or
- b. To commence an action at law to recover its damages; or
- c. To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon finding by a court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the corporation for its reasonable attorney's fees, incurred in bringing such action. Failure on the part of the corporation to commence an action at law or in equity within sixty (60) days from the date of the receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring action in equity or suit at law, relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or



safety, may be corrected by the corporation immediately as an emergency matter. The cost thereof, shall be charged to the owner as a specific item, which shall be, until paid in full, a lien against his unit with the same force and effect as if the charge were made as part of the common expense.

## Changes Approved by the Board 4/18/06:

### By-laws, Rules and Regulations: Page twenty-seven [27]: Article 8, Use Restrictions, section 8.7 Animals

8.7 Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit on the property except that dog, cat, or other domesticated household pet may be kept, provided that it is not kept, bred, or maintained for any commercial purpose, ~~and provided that no more than two (2) such pets of not more than 40 pounds each or one (1) large dog not more than 75 pounds may be kept in any such unit.~~ This Article does not preclude a Unit Owner from keeping one [1] large dog or not more than two [2] smaller animals but only one of which can be over 40 pounds, two dogs, two cats, or the like. The said pet(s) must be housed indoors, and leashed when outdoors, and conform to all local ordinances and regulations.

Owners must immediately clean up after pets. Any pet which creates a nuisance to other unit owners may be directed by the Association to be removed from the condominium at the discretion of the Association at a meeting specially called and with adequate notice for a determination of the removal of any animal.

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- a. To commence an action in equity, to enforce performance on the part of the owner; or
- b. To commence an action at law to recover its damages; or
- c. To commence an action in equity for such equitable relief as may be

necessary under the circumstances, including injunctive relief. Upon finding by a court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the corporation for its reasonable attorney's fees, incurred in bringing such action. Failure on the part of the corporation to commence an action at law or in equity within sixty (60) days from the date of the receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring action in equity or suit at law, relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety, may be corrected by the corporation immediately as an emergency matter. The cost thereof, shall be charged to the owner as a specific item, which shall be, until paid in full, a lien against his unit with the same force and effect as if the charge were made as part of the common expense.

**Guidelines for Cobble Creek Manor's Common Areas**  
**(These guidelines do not include the small plot between unit garages.)**

With the approval of the Landscape Committee, the Homeowner, at his/her own cost, may rearrange, remove, or replace plantings and bulbs. The Homeowner is responsible for the movement and care of these plantings. If a plant(s) should die, it is the Homeowners responsibility to replace it.

In order to keep our community a consistent look, any additional or replacement plants or trees are to be chosen from those that are currently in Cobble Creek Manor's list of approved plants and trees. Mums and other annuals have **NOT** been approved for the common area in front of the units; therefore, they should not be planted.

In order to enhance the landscaping, Homeowners should understand that the Association, at its discretion, might need to add, remove, replace, or rearrange plantings in the Common Area in front of a unit.

**Before any changes are done to the Common Area, including the planting of bulbs, the Homeowner must submit a written request to the Landscape Committee detailing the desired change(s).** A member of the committee will be in touch with the Homeowner as quickly as possible to review the requests.

## **Guidelines for Small Plot Between Unit Garages**

If you wish to make any changes to the small plot between the garages, in cooperation with your unit neighbor, use the following guidelines. No formal approval is necessary when improving this area. If you have any questions, please contact a member of the Landscape Committee.

The following annuals may be used:

- Wave petunias
- Geraniums
- Impatiens (if shady enough)
- New Guinea impatiens
- Begonias

The following perennials may be used:

- Shasta daisies
- Black-eyed susans
- Sedum (autumn joy)
- Dianthus

No ornamental objects or pots are permitted.

## **Guidelines for Cobble Creek Manor's Four-Foot Private Area**

The Landscape Committee, with the approval of the Board, has established the following guidelines for the four-foot private area adjacent to the unit patio.

### **1. Description**

- The size of the bed shall be four feet deep by no more than the length of the patio.
- The owner or Cobble Creek Manor's landscaper shall prepare the bed.
- Walkout units – the private bed is to be 'swept' to the end of the beds under the windows.
- Stepping stones to the grass areas are permitted. The stones must be of neutral color to blend with the landscaping.
- The Landscape Committee shall periodically monitor this area.

### **2. Plantings**

- Size of plants – low to medium perennials, annuals, bulbs, grasses, and shrubs are to be used.
- Choices from the Approved Plants and Trees list may be referred to for ideas, though choices are not confined to this list.
- Items NOT permitted:
  - Plantings that create a hedge
  - Ground covers
  - Invasive plantings
  - Ornamental objects such as bird baths, bird feeders, statuary, wind mills, planters, glass decorations, etc.

### **3. Maintenance is the responsibility of the owner and includes**

- Weeding
- Mulching (match the texture and color of Cobble Creek's mulched areas)
- Trimming of shrubs
- Cutting back of perennials and bulbs
- Controlling the spread of perennials
- Removing of annuals at the end of the season should be done no later than the fall clean-up date designated in the Cobble Creek Crier
- Special note: if using herbicides, be careful not to spray on the grass or surrounding landscape. You are responsible for any damage resulting from doing so.

## **Choices of Approved Plants/Trees for Cobble Creek Manor Common Areas and Four-Foot Private Area by Patio**

Anthony Waterer spirea	Kwanzan cherry
Astor (dwarf variety)	Maiden grass
Azalea	Marjoram
Balloon flower	Peony
Birds nest spruce	Pieris japonica (mountain fire)
Black-eyed Susan	PJM rhododendron
Blue holly	Purple cornflower
Blue mist spirea - bluebeard	Rose glow barberry
Blue oat grass	Russian sage
Blue switch grass	Salvia
Boxwood holly	Scabiosa (Pincushion flower)
Candytuft	Sedum (Autumn joy)
Carpet rose	Serbian spruce
Cinderella crabapple	Serviceberry
Coreopsis (moonbeam)	Shasta daisy
Coreopsis rosea	Shore juniper
Day lily	Spartan juniper
Dense yew	Spiked speedwell
Dianthis (mixed)	Spirea Japonica
Dogwood (cornus kousa)	Stella Dora lily
Dwarf burning bush	Upright Japanese holly (ilex crenata Chesapeake)
Dwarf fountain grass	Veronica
Dwarf fothergilla	Wichita blue juniper
Dwarf hinoki cypress	Windflower
English lavender	Winterberry (ilex verticillata)
Gaillardia	
Geranium	
Hoopsi blue spruce	
Knockout rose	

**Guidelines for Cobble Creek Manor's Common Areas**  
**(These guidelines do not include the small plot between unit garages.)**

With the approval of the Landscape Committee, the homeowner, at his/her own cost, may rearrange, remove, or replace plantings and bulbs. Annuals may also be planted, but do not need the approval of the Landscape Committee. Instead, homeowners are asked to adhere to the Guidelines for Planting Annuals in Common Areas. The homeowner is responsible for the movement and care of these plantings. If a plant(s) should die, it is the homeowners responsibility to replace it.

In order to give our community a consistent look, any additional or replacement plants or trees are to be chosen from those that are currently in Cobble Creek Manor's list of approved plants and trees.

In order to enhance the landscaping, homeowners should understand that the Association, at its discretion, might need to add, remove, replace, or rearrange plantings in the Common Area in front of a unit.

**Before any landscaping changes are done to the Common Area, excluding the planting of annuals, the homeowner must submit a written request to the Landscape Committee detailing the desired change(s).** A member of the committee will be in touch with the homeowner as quickly as possible to review the requests.

## **Guidelines For Planting Annuals In Cobble Creek Manor's Common Areas**

Increased requests for allowing annuals in common area beds have resulted in the following change. With the approval of the Cobble Creek Board, the Landscape Committee is recommending that annuals be permitted in common areas under the following conditions:

- Owners are to use good judgement in the selection of annuals; there will be no approval process by the Landscape Committee. Owners may consult Landscape Committee members for ideas.
- Annuals need to be thoughtfully planted so they do not interfere with pruning and other bed maintenance performed by outside landscapers.
- Annuals may not exceed 24 inches in height.
- Larger annuals should be planted towards the back of a bed and smaller annuals planted towards the front.
- Annuals are allowed only in existing mulched areas. They should be planted so they do not interfere with mowing.
- Owners are responsible for the purchase, planting, maintenance, and fall clean-up of annuals.
- Due to our climate, it is suggested that annuals not be planted in pots until May 15th and in beds May 30th. All annuals must be removed by October 30.
- If the CCM Association needs to maintain or remove annuals planted by an owner, the owner shall be held responsible for any expenses incurred.

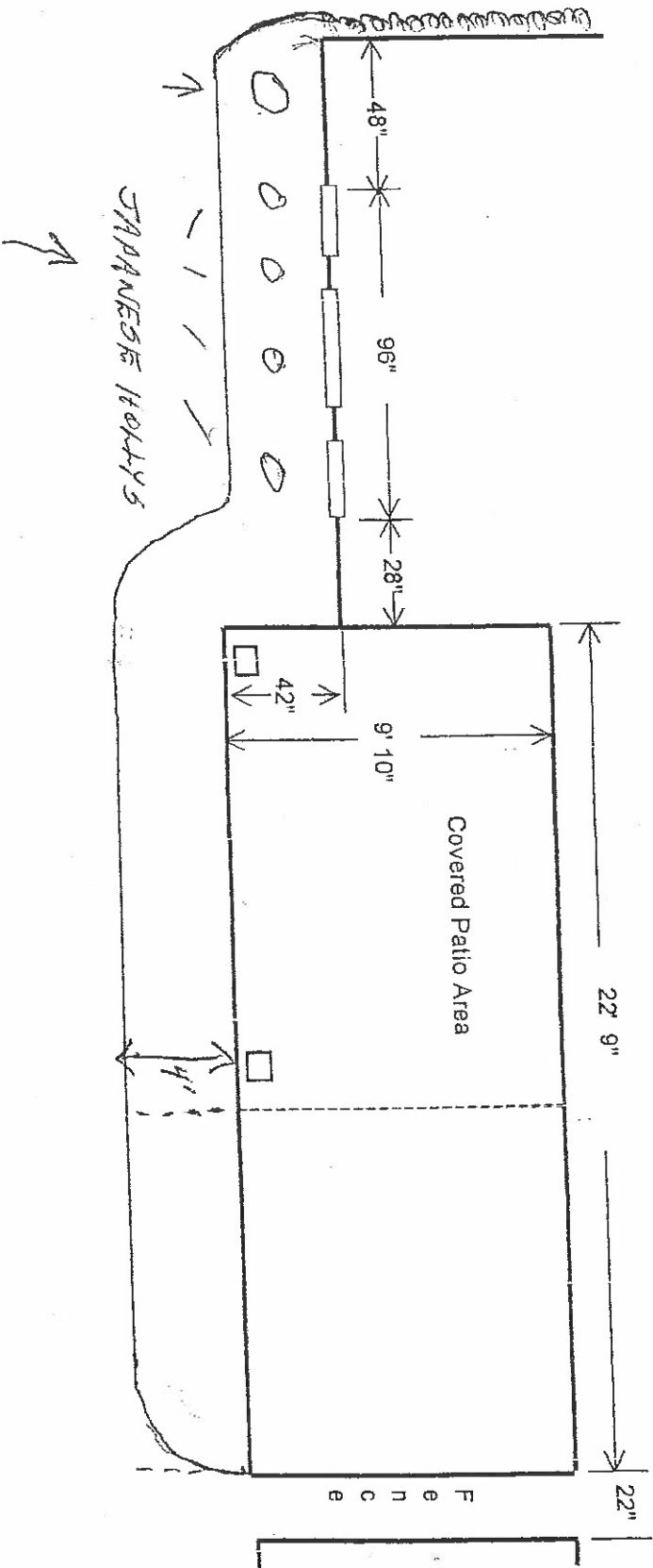
Please note that this new policy for permitting annuals is intended to enhance the Cobble Creek Manor property and should result in a source of pride for the entire neighborhood. This policy will be discontinued if its intended benefits do not occur, if it results in complaints, or if it becomes a problem for the CCM Board.

May 24, 2010



APPROVED BY LANDSCAPE ARCHITECT

Cobble Creek Manor I - Walkout (Left side)



OPTION I

- 4 - JAPANESE HOLLY
- 1 - WINTERBERRY HOLLY

OPTION II

- 1 - WINTERBERRY HOLLY
- 3 - JAPANESE HOLLY
- 1 - MISS KIM LIME

Scale: 1 block = 12"

\* UNITS WITH VENT PIPES UNDER BEDROOM WINDOWS MAY HAVE PLANTS LOCATED TO SCREEN PIPES AS MUCH AS POSSIBLE

Approved 8/28/06 by the CCM Board

## **Landscape Committee Guidelines-Common Area in front of Units**

The Landscape Committee (8/2/06) has approved updating (Guidelines approved by the CCM Board 5/6/06) the following Guidelines for plantings in the Common area in front of Units. This updating remains as a Homeowners option, this is not a requirement.

**Before any changes to the Common area are to take place, these changes must be approved by the Landscape Committee.**

Under the guidance of the Landscape Committee, the Homeowner, at their own cost, may rearrange, remove or replace plantings. The Homeowner is responsible for the movement and care of these plantings. If a plant[s] should die it is the Homeowners responsibility to replace it, and the plant must be replaced.

In order to keep the community consistent, any additional or replacement plants should be chosen from the plants that are currently in CobbleCreeks landscaping plan. Annuals and mums have not been approved as plantings; therefore they should not be planted. However, four new bushes were approved (5/6/06).

- \* Knockout rose
- \* Carpet Rose
- \* PJM Rhododendron
- \* Fothergilla

**In addition, three new plants have been approved by the landscape committee (8/2/06).**

**New plants approved:**

- Pincushion flower (scabiosa)
- Dwarf aster
- Blanket flower (gaillardia)

Finally, the landscape committee, responding to requests from individual Homeowners, approved the planting of Fall bulbs. The location is the front common area of individual units. The cost and planting are the responsibility of the Homeowner. The Spring plant height should not exceed 2 to 2.5 feet. The individual Homeowner is responsible for cutting back the plants once they have ceased blooming.

**If you are interested in planting Fall bulbs please submit your plan - to include type of bulbs, height, location, and maintenance agreement - to Elaine Cassin, unit 148, chair of the "bulb" subcommittee for further action. Individual unit owners will be notified of the results of the subcommittee action.**

The following Guidelines continue to apply to each Homeowner. If the Homeowner wants to replace a planting that is not dead or unhealthy, the cost, removal, planting and the care of the new plant will be the responsibility of the Homeowner. These plants should not be discarded without notifying the Landscape Committee. The unwanted plants may be wanted or used in other common areas.

Members of the Committee will be in touch with you to review any of your requests to the Common area in front of your unit. If you would like to have some plants moved, rearranged or replaced and you need some assistance, please notify the Landscape Committee for help.

The Association will have on going landscaping projects to the Common area in front of the Units. In order to enhance the landscaping, Homeowners should understand that the Association may need to add, remove, replace or rearrange plantings to any of the Common areas in front of a unit. This work will be done at the sole discretion of the Association.

## COBBLE CREEK PLANT/TREE LIST

### Zone 5, 6, 7

#### ORNAMENTAL GRASSES

Blue Oat Grass (*Helictotrichon x sempervirens*)  
Blue Switch Grass (*Panicum x virgatum*)  
Dwarf Fountain Grass (*Pennisetum x hamlen*)  
Maiden Grass (*Miscanthus x sinensis* 'Gracillimus')

#### PERENNIALS

Aster  
Balloon Flower (*Platycodon*)  
Bee Balm (*Monarda*)  
Black-eyed Susan (*Rudbeckia*)  
Blue Mist (*Caryopteris*)  
Candytuft (*Iberis*)  
Coreopsis Moonbeam (*Coreopsis x verticillata* 'Moonbeam')  
*Coreopsis x rosea*  
Daylily (*Hemerocallis*)  
Dianthus  
Gaillardia  
Geranium – perennial variety only!  
Hostas  
Marjoram (*Herb, Oregano*)  
Peony (*Paeonia*)  
Pincushion (*Scabiosa*)  
Purple Cornflower (*Centaurea x cyanus*)  
Russian Sage (*Perovskia x atriplicifolia*)  
Salvia  
Sedum Autumn Joy (*Sedum* 'Herbstfreude')  
Shasta Daisy (*Leucanthemum x superbum*)  
Spiked Speedwell (*Veronica x spicata*)  
Stella Dora Lily (*Hemeroallis x middenforfii* 'Stella de Oro')  
Veronica  
Wichita Blue Juniper (*Juniperus x scopulorum* 'Wichita Blue')  
Windflower (*Anemone*)

## **SHRUBS**

Azalea (Syn. Rhododendron)  
Birds Nest Spruce (*Picea abies* 'Nidiformis')  
Blue Holly (*Ilex x meserveae* 'China Girl', 'China Boy')  
Boxwood Holly (*Ilex x crenata*)[Japanese Holly]  
Carpet Rose  
Dense Yew (*Taxus x media* 'Densiformis')  
Dwarf Burning Bush (*Euonymus x alatus* 'Compactus')  
Dwarf Fothergilla (*Fothergilla x gardeni*)  
Dwarf Hinoki Cypress (*Chamaecyparis x obtuse* 'Nana Gracilis')  
English Lavender (*Lavandula x angustifolia*)  
Hydrangea  
Knockout Rose (*Rosa* 'Knockout')  
Pieris Japonica 'Mountain Fire'  
Potentilla  
Rhododendron PJM  
Rose Glow Barberry (*Berberis x thunbergii* 'Rose Glow')  
Shore Juniper (*Juniperus x conferta*)  
Spartan Juniper (*Juniperus x chinensis* 'Spartan')  
Upright Japanese Holly (*Ilex x crenata* 'Dwarf Pagoda')  
Winterberry (*Ilex x verticillata*)

## **TREES**

Adirondack Crabapple (*Malus*)  
Cinderella Crabapple (*Malus*)  
Crabapple (*Malus* Red Barron)  
Dogwood (*Cornus kousa*)  
Hoopsi Blue Spruce (*Picea x orientalis* 'Hoopsii')  
Japanese Red Maple  
Kwanzan Cherry (*Prunus serrulata* 'Kwanzan')  
Lilacs – Prince Charming, Sugar Plum Fairy, Dwarf Korean, Thumbelina, Tinkerbelle  
Limelight Hydrangea (*Paniculata*)  
Serbian Spruce (*Picea x omorika*)  
Serviceberry (*Amelanchier x grandiflora*)[multi-stem]

## **OPTIONS FOR BETWEEN GARAGES**

Begonias  
Black-eyed Susans  
Dianthus  
Geraniums  
Impatiens (if shady enough)  
New Guinea Impatiens  
Sedum  
Shasta Daisies  
Wave Petunias

## **Landscape Committee's Guidelines Four Foot Private Area**

### **1. Approval of Detail Plan by CobbleCreek Board Members:**

- A plan following these guidelines must be submitted to the Landscape Committee for review. If the Landscape Committee approves the plan it will then be submitted to the Board for their approval.

### **2. Private Planting Area: (See attached design examples)**

- You may plant a garden at the rear of your Unit up to four feet in depth and no more than the length of the patio.
- Area must be prepared by Homeowner or CobbleCreek's Landscaper.
- The walkouts must sweep the area to the end of each side of their bed.
- The walkouts that have bushes under the windows must sweep the bed to the bushes.
- The Units on grade must sweep the bed to the end of the sun porch windows.

### **3. Monitoring of Private Area:**

- The monitoring of this area will be done by the Landscape Committee. Violations will be enforced under the CobbleCreek's Declaration and Rules and Regulations.

### **4. Type of Plantings:**

- The name of grasses and shrubs must be included in the plan submitted to the Landscape Committee.
- Low to medium perennials, annuals, bulbs, grasses and shrubs.
- No planting of shrubs to form a hedge are permitted.
- No ground covers are permitted.
- No Invasive plantings are permitted. (See attached listing)

### **5. Planting of Vegetables:**

- Planting of vegetables is discouraged.

### **6. Maintenance Responsibilities of Homeowners:**

- Responsible for weeding of the private area.
- Mulch will be done by CobbleCreek's landscaper. If area needs mulched by owner, mulch should match the texture and color of CobbleCreek's mulched areas.
- Shrubs should be trimmed not sheered keeping them neat and at a low to medium height.
- Cutting back of perennials and bulbs.
- Control the spreading of perennials.

- Removal of annuals at the end of the season. (no later than CobbleCreek's fall cleanup which will be noted in the CobbleCreek Crier)

**7. Herbicides:**

- If using herbicides be careful not to spray on the grass or surrounding landscape. Remember you are responsible for any damage.

**8. Ornamental Objects:**

- No ornamental objects are to be placed in the private area. This includes bird baths, bird feeders, stone objects, windmills, planters, etc.
- Stepping stones to the grass areas are permitted. The stones must be of neutral color to blend with the landscaping.

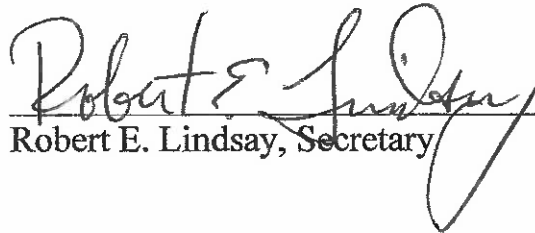
**9. Borders**

- As recommended by Scott's Landscaping, borders around the private area are not permitted.

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**Certification of Rule**

I, Robert E. Lindsay, certify that I am the duly elected Secretary of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, and that the attached is the Rule Under Article 8.14 of the By-Laws Providing for Replacement of Plants in Beds in Front of Units, adopted by the Executive Board of Directors of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION on the 20<sup>th</sup> day of October, 2014.

  
Robert E. Lindsay, Secretary

Dated: 10/20/2014

**COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS  
ASSOCIATION**


**RULE UNDER ARTICLE 8.14 OF THE BY-LAWS PROVIDING  
FOR REPLACEMENT OF PLANTS IN BEDS IN FRONT OF  
UNITS**

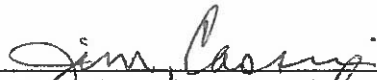
Rule 8.14 of the By-Laws provides that, in general, the Executive Board shall maintain, repair, and replace items in or on the common areas when needed. Under this provision, the Board is responsible for replacing any plantings in the common area in front of each unit that are damaged, diseased, or dead. The Board will replace any such plant with the same or an equivalent plant. If the unit owner desires that the plant be replaced with a more expensive plant that is approved by the Board, the unit owner will be responsible to pay the difference in price between the two plants. If the unit owner desires to replace an existing plant or plant an additional plant, if the plant is approved by the Board, the unit owner will be responsible to pay for such plant.

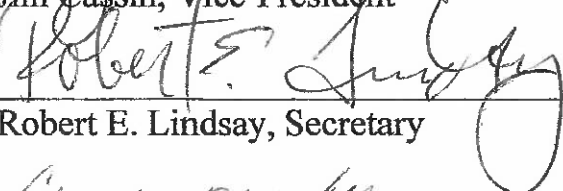
The right of the Executive Board to remove and/or replace any planting in the common areas is not affected in any way by this rule.

Any provision in any other guideline or rule inconsistent with this rule is hereby superseded.

The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 20 day of October, 2014, to be effective immediately.

  
\_\_\_\_\_  
Peter A. Rohrer, President

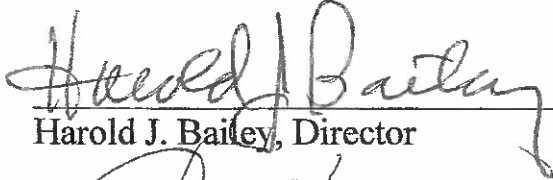
  
\_\_\_\_\_  
Jim Cassin, Vice-President

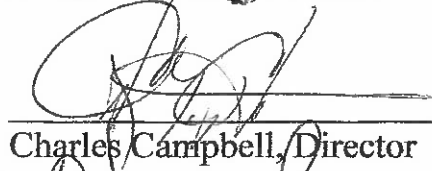
  
\_\_\_\_\_  
Robert E. Lindsay, Secretary

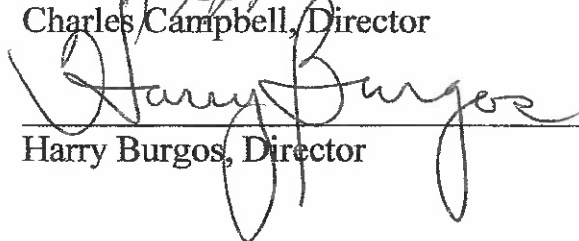
  
\_\_\_\_\_  
Charles W. Naspinsky, Treasurer



Rule of October 20, 2014 re Replacement of Plants in Common Areas

  
\_\_\_\_\_  
Harold J. Bailey, Director

  
\_\_\_\_\_  
Charles Campbell, Director

  
\_\_\_\_\_  
Harry Burgos, Director

### **Administrative Fee**

The Association shall charge a non-refundable administrative fee in an amount equal to two (2) months of the current condo fee when a unit is sold. This fee will be charged for changing the books and records of CobbleCreek Manor Condominium Association.

## RULES AND REGULATIONS FOR THE COBBLE CREEK MANOR I CLUBHOUSE

- Do not stand on the treadmill belt when starting the unit.
- You are responsible for cleaning the equipment after use (towels and a disinfectant spray are available in the room).
- Put away all weights after use.
- Report any unsafe conditions to the Clubhouse Committee.
- You agree to pay any charges for damages arising from any misuse of equipment by the unit owner or their guest.

### Meeting Room:

The meeting room is to be used for social functions of unit owners and their guests.

A calendar will be available in the Clubhouse for anyone who wishes to reserve the Clubhouse meeting room or any part of it (e.g., tables, kitchen). Private parties must be scheduled with and approved by designated members of the Clubhouse Committee. A minimum of 30 days in advance is recommended.

If your plans change and you find that you no longer need the reservation, please cancel immediately by contacting the Clubhouse Committee member and also deleting your entry on the reservation calendar.

Children under the age of 16 may NOT operate the TV, VCR/DVD or appliances. Running or jumping on the furniture is prohibited.

Removal (temporary or otherwise) of Clubhouse furniture or furnishings is not permitted.

The telephone is for local calls only.

### Housekeeping:

Immediately after each use, the unit owner is responsible to:

- Return all furniture and equipment to its original position or state.
- Remove all personal belongings immediately after the event ends
- Clean up any trash and dispose of it at the unit owner's residence.
- Make sure the rest rooms are clean and stocked with toilet paper, paper towels, and soap which can be found in the storage cabinet.
- In case of failure to clean up, or if there is damage to the facility and its contents, the unit owner will be assessed the amount required to restore facility to its original condition.

### Kitchen Facilities:

If you use the kitchen facilities, you are responsible for leaving the area as clean or cleaner than you found it. This includes but is not limited to:

- Turning off all kitchen appliances (except the refrigerator).
- Washing and putting away all cooking and eating utensils.
- Cleaning countertop, sink, stove, and other areas used.
- Removing the trash.
- Getting rid of personal food or beverages in the refrigerator, freezer, cupboards or counter.
- Removing all alcohol from the premises.

## RULES AND REGULATIONS FOR THE COBBLE CREEK MANOR I CLUBHOUSE

### Rest Rooms:

- Flush toilets after each use.
- Do NOT put paper towels, tampons or sanitary napkins in the toilets. Use the trash can provided.

### Smoking, Alcohol and Pets:

Do NOT smoke or bring pets into the facility out of respect for other unit owners.

Alcohol may be served with the understanding that the unit owner sponsoring the event is responsible for any liability whatsoever.

Sponsoring an event in the Clubhouse should be viewed as if it were in the owner's home as far as that type of liability coverage is concerned. Therefore, it is recommended that unit owners sponsoring a private party in the Clubhouse should be sure that their liability policies have coverage for alcohol use at an event.

### Lost Keys:

There is a \$5.00 charge for replacing a lost key. Do not duplicate the key.

### Lost or Stolen Items:

You acknowledge that the Homeowner's Association shall not be held responsible for any damaged, lost or stolen personal property taken to the Clubhouse.

### Violations:

Violations of the above rules and other approved practices will be dealt with by the Executive Board of the Homeowner's Association.

### Parking:

Unit owners should make arrangements for guest parking. Shellars Bend may be used for temporary overflow, but leave room for emergency vehicle access. Do not use other unit owners' driveways without their consent or block any driveways. Parking is only allowed on the curb side of the street.

### Liability:

You agree that all exercising, cooking and other use of the Clubhouse facilities shall be undertaken at your own risk and that the Association shall not be liable for any claims, demands, injuries, damages, actions or causes, whatsoever, to you or your property arising out of, or connected with, the use of any of the services and/or facilities of the Clubhouse, and you hereby expressly forever release and discharge the Association or its officers for all such claims, demands, injuries, damages or causes of actions.

## RULES AND REGULATIONS FOR THE COBBLE CREEK MANOR I CLUBHOUSE

### Right to amend:

The Homeowner's Association reserves the right to amend or add to these Rules and Regulations and to adapt to new Rules and Regulations as the Executive Board may deem necessary for the proper management of the Clubhouse.

### Owner's responsibility:

Each unit owner is responsible for ensuring that you and your guests are aware of, and follow, these rules and regulations and that you take full responsibility for the actions of you and your guests while in and/or using the Clubhouse.

**COBBLECREEK MANOR CONDOMINIUM  
UNIT OWNERS ASSOCIATION**

**Certification of Rule**

I, Kimberly Austin, Secretary/Treasurer of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION, certify that the attached Rule of May 24, 2016, Implementing Article IV, Section 4 of the Declaration, was properly adopted by the Executive Board of Directors of the COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION on the 24 day of May, 2016.

Kimberly Austin  
Kimberly Austin, Secretary/Treasurer

Dated: 5/24/16

# **COBBLECREEK MANOR CONDOMINIUM UNIT OWNERS ASSOCIATION**

## **RULE OF May 24, 2016, IMPLEMENTING ARTICLE IV, SECTION 4 OF THE DECLARATION OF CONDOMINIUM**

Article 4, Section 4 of the Declaration provides that a unit may be rented to not more than three unrelated persons (who must each be at least twenty-five years of age) for a term of not less than one year, provided that the lease is made subject to all provisions as affect the unit owner, to the end that the tenant or tenants shall be bound to the lease as is the unit owner with reference to possession, use, and occupancy, and in all ways pertaining thereto.

Pursuant to the powers granted under Article IV, Section 8, para. 1 of the Declaration and Article 5.2e of the By-Laws, the Executive Board of Directors of the Cobblecreek Manor Condominium Unit Owners Association (hereinafter "the Executive Board" or "Board") has determined that the following requirements are necessary to insure that the leasing of any unit is in compliance with Article IV, Section 4 of the Declaration.

1. As used in Article 4, Section 4 of the Declaration, the terms "rent" and "lease" include, but are not limited to, any situation in which a unit owner or owners allows another person or persons to use the unit for residential purposes in return for anything of value, as, for example, a monetary transfer to the unit owner, however styled, the provision of services, or an exchange of the use of property.
2. Rental of a unit, as permitted by Article IV, Section 4 of the Declaration, must be pursuant to a written lease.
3. Such lease must provide, in addition to any other provisions, that the tenant or tenants is/are subject to the Declaration, By-Laws, Rules, and Regulations of the Condominium to the same extent and in the same manner as is the unit owner or owners.
4. The lease must also provide that the tenant may not rent the unit, in whole or in part, to any other person or persons.
5. Such lease must also provide that any breach by the tenant or tenants of the Declaration, By-Laws, Rules or Regulations of the Condominium is

**Rule Implementing Article 4, Section 4 of the Declaration**

ground for termination of the lease by the unit owner. After the determination of any such breach in accord with the normal procedures of the Condominium, the unit owner must immediately act to evict the tenant or tenants for breach of the lease, consistently with any and all local and state laws dealing with eviction proceedings.

6 The lease must also explicitly provide that it is null and void if it has not been approved in advance by the Executive Board and must contain a space for notation by the Executive Board that the lease, as duplicated in a copy retained by the Executive Board, has been approved in advance.

7. Prior to entering into a lease for rental of a unit, the written lease must be submitted by the unit owner or owners to the President or Vice-President of the Executive Board for approval by the Board.

8. At the time the lease is submitted to the Executive Board for approval, the unit owner must also provide proof to the Board that the unit owner has obtained the necessary rental permit issued by the Centre Region Code Administration or demonstrate that the unit to be leased is exempt from the permitting requirements.

9. Failure to act by the Board within seven days of receipt of the lease by the President or Vice-President will amount to implicit approval of the lease by the Board, except in any situation where the unit owner has not obtained the necessary rental permit or has not demonstrated that the unit to be leased is exempt from the permitting requirements.

10. If the Executive Board does not approve the lease because it does not conform to the requirements of Article IV, Section 4 of the Declaration or the provisions of this rule, it must notify the unit owner in writing within seven days of receipt of the lease by the President or Vice-President. Notice postmarked within this seven-day period is sufficient. The unit owner may appeal any adverse decision to the Board or submit an amended lease to the Board, but, in no event, may the unit owner rent the unit until the lease has been approved by the Executive Board.

11. If required by the Board, the unit owner must submit proof to the Board of the relationship of the tenants and the ages thereof.

12. The unit owner shall be liable for any and all damage caused by the tenant or tenants to the common property (including limited common property) and for injury caused to any person or persons on the

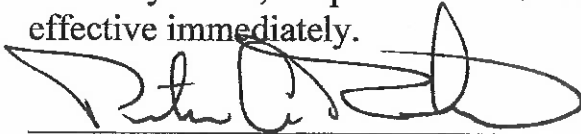


Rule Implementing Article 4, Section 4 of the Declaration  
Condominium property.

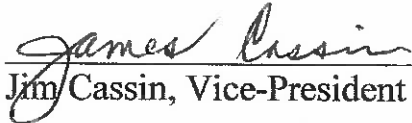
13. Failure to comply with any provision of the Declaration, By-Laws, and/or Rules and/or Regulations of the Condominium relating to rentals, including the provisions of this Rule, by the unit owner, will entitle the Executive Board to pursue any and all remedies available to it under those documents.

Any provision in any other Rule inconsistent with this Rule is hereby superseded.

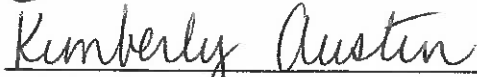
The Executive Board of Directors, pursuant to its powers under Article 5.2e of the By-Laws, adopts this rule on this 24 day of May, 2016, to be effective immediately.



Peter Rohrer, President




Jim Cassin, Vice-President




Kimberly Austin, Secretary/Treasurer

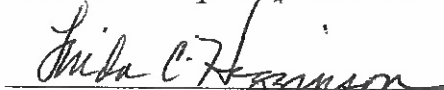
Robert Lindsay, Director



Harold Bailey, Director



Charles Campbell, Director



Linda Higginson, Director