

Coldwater Crossing Condominium Association

RULES & REGULATIONS

This statement of rules, regulations, restrictions and deadlines is approved by the
Condominiums at Coldwater Crossing Board of Directors, May 31, 2007.

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INTRODUCTION

Rules and Regulations

The purpose of this handbook is to serve as a convenient guide for members of the Association, residents and their guests. The Association rules, use restrictions and architectural guidelines have been established to ensure and maintain the quality of life and protect property values in the Condominiums at Coldwater Crossing.

Your primary responsibilities to your neighbors are 1.) to become thoroughly familiar with the contents of this handbook, 2.) to adhere strictly to all provisions, and 3.) to see that your family and guest do the same. No rules can ever take the place of courtesy and consideration for one's neighbors. Your cooperation and assistance are appreciated.

The Rules, regulations, restrictions and guidelines contained herein are duly promulgated by the Board of Directors as authorized in the By-Laws. These statements are in conjunction and in compliance with the Association's Declaration of Covenants. The Association's Declaration and By-Laws govern the Association and are important documents. If you have not reviewed them you should, as they contain important information regarding the Association. The Board of Directors reserves the right to enforce any and all provisions as stipulated in the Declaration, By-Laws or these Rules and Regulations.

Nothing herein is intended to supersede the laws and regulations promulgated by the Commonwealth of Pennsylvania, Lehigh County and Upper Merion Township. In those situations where additional approval and authorization are required, it is the homeowners' responsibility to obtain both. It is important to note that even if the Township approves a particular change/use, such change or use must still be approved by the Board of Directors subject to all Association rules, restrictions and architectural guidelines.

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1. Annual and Periodic Condominium Unit Inspections

Exterior community-wide property inspections will take place approximately April 1 and October 1 every year to ensure owners/properties are in compliance with the Rules & Regulations. Sporadic exterior inspections will continue throughout the year as usual.

2. Antennas and Satellite Dishes

In compliance with Federal Communications Commission (FCC) Regulations regarding antennas, and what a community association is, and is not permitted to do to regulate antennas under the Over-The-Air-Reception-Devices (OTARD) Rule implementing Section 207 of the Telecommunications Act of 1996, the Board of Directors for the Condominiums at Coldwater Crossing Association has approved the following guidelines for installation of Satellite Receiving Dishes/antennas.

None of the guidelines are intended to impair Direct Broadcast Satellite (DBS) antennas that are less than 1 meter (39.4") in diameter, television broadcast or Multi-point Distribution Services (MDS) antennas that are less than 1 meter (39.4") in diameter and required masts by: a) preventing or unreasonably delaying the installation maintenance or use; b) unreasonably increasing the cost of antenna installation, maintenance or use; c) precluding the reception of acceptable quality signals.

- A. The satellite dish may not exceed 1 meter in diameter (39.4")
- B. Dish not recommended to be installed on common ground. If it is installed on common ground, the homeowner will take responsibility for any damages.
- C. Preferred recommended locations:
 - a) Inside the attic of the Unit.
 - b) Rear roof of Unit as to not be visible from the front of the Unit
 - c) On the patio, deck or porch
- D. Other areas on the limited common elements as determined by the satellite installer as being necessary.
- E. To prevent safety problems, wiring must be concealed underground and on the building. The wire should match the color of the siding.
- F. The satellite dish must be for the owner's personal use, not for commercial use.
- G. If FCC or other applicable federal regulations change, the Association has the right to require the homeowner to remove/relocate the satellite dish at the owners' expense.
- H. The preferred location/installation is one that is not visible from the front of any home, as close to the ground as possible with no extension masts, directly attached or adjacent to your home (rear side) and shielded from view by landscaping.
- I. The Association may require indemnification against damage to common areas

or other resident's property that may result from the installation of an antenna.

- J. The Association may restrict any antenna installation that creates a safety hazard.
- K. The installation of a satellite dish should be preceded by the completion of an exterior Alteration Request as notification of installation to ensure rule compliance. Any damage to the Common Element from an existing or new installation is the responsibility and expense of the Unit Owner.

3. Awnings (Retractable)

Retractable awnings may be installed by a licensed and insured contractor, following receiving prior written Board approval after the submission of an Exterior Alteration Request form and under the following specifications:

- A. May only be placed in the rear of the home over decks or patios and must be solid color, match the siding, front door or shutters, be retractable in design and operation, with no support posts (permanent or temporary) and made of fabric.
- B. The top of the hood is to fit parallel to the horizontal bottom edge of the siding approximately nine feet above the interior floor. The front bar shall finish approximately seven feet above the deck floor.
- C. The wall brackets must be installed in such a way as to avoid compressing the vinyl siding.
- D. No roof mount awnings will be permitted.
- E. No monogram is permitted.
- F. The outside edge of the hood cannot be placed beyond the outside edge of the deck railing.
- G. Motorized retractable units are permitted at the homeowner's option. However, the homeowner must follow the Township's Ordinances, obtain a permit and use a licensed electrician. A copy of the contractor's certificate of insurance must be provided to the Management Company in advance to the installation.

4. Basketball Nets and Other Sports Equipment

- A. Basketball and hockey nets are not permitted.
- B. Ramps for use with skateboards, bicycles, etc. are strictly prohibited.
- C. Play gates for children, bicycles or other sports and play equipment and toys not mentioned, must be stored in owners' unit when not in use.

5. Bicycle Racks

- A. Bicycles must be locked.
- B. Bicycles must be in good condition.
- C. Locks may not be permanently stored on bike rack when not in use.
- D. Bicycles must be parked perpendicular to rack with the wheel in cradle.
- E. Parking parallel to rack is prohibited.

6. Clotheslines

- A. Clotheslines are not permitted. Laundry may not be hung outside on any part of the property.

7. Curtains & Blinds

- A. Properly installed curtains and blinds are required to be hung in the windows. All curtains and blinds must appear white, ecru or eggshell (neutral colors) from the outside. Colored curtains must be white, ecru or eggshell (neutral colors) lined as to present a cohesive and consistent look from the ground. Wooden blinds/internal shutters may only be of a natural light wood color. No painted colors may appear from the outside unless they are painted white, ecru or eggshell (neutral colors). White, ecru or eggshell lining facing the exterior is required for all colored drapery.

8. Decks

- A. Deck maintenance is the responsibility of the Unit Owner. All decks must be treated every 2 years to maintain both appearance and safety. The options listed below are choices available however the sealing of individual decks must meet the minimum requirement. In the event a Unit Owner does not maintain the deck and deterioration occurs the Association has the right to have the deck properly treated and clear sealed and bill the Unit Owner.
- B. Decks must be natural in color/wood tones or mimic natural tones
- C. Any brand of stain may be used as long as the color matches the approved colors listed above.
- D. Owners constructing wood decks after closing must receive prior approval from the Board of Directors via an Alteration Request; obtain a Township Permit and the contractor must be licensed and insured.

- E. The decks must be the same size and style as decks of the same style unit. Any changes in an approved design which occurs at final installation may require correction of such changes at Unit Owners expense.
- F. All materials used to construct a deck must be clearly specified, identifying types of wood to be used. Alternate deck material such as trex or other recycled or composite materials will be considered on a case-by-case basis. Unit owners must submit a brochure or sample of the material must be of a medium wood tone color only. White or other light tone materials are not permitted.
- G. Railing must be consistent to decking material and color. Balusters can be black.
- H. The storage of personal items on rear decks and patios is limited to deck furniture, barbecues, and plants. Any other items, including bicycles, children's play equipment, etc. must be stored inside the Owners Unit when not in use.
- I. Any plants not placed on deck floor must be secured via over the rail hooks. No plants, planters, baskets or containers of any kind may be placed on the top of the deck railing.
- J. Hot tubs are permitted with Board approval and privacy screens must be installed.
- K. Tiki torches, Wood burning fire pits, patio heaters and chimineas are not permitted on decks, patios or lawn areas.

9. Deck & Patio - Furniture & Gazebos

- A. Freestanding deck furniture and grills are permitted on *rear* patios or decks and not on lawn area. Furniture which requires attachment to Common or Limited Common Elements is not allowed. No bright colors allowed.
- B. Front porch furniture is not permitted.
- C. Gazebos are permitted on rear decks and patios on a seasonal basis - Memorial Day through Labor Day - and must be stored inside for the winter. They must be a solid shade of brown or tan and must be fabric. Lashing or tethers to fencing or home structures is not permitted. They should be bolted in a non-permanent way to the deck or patio. The outside edge of the gazebo cannot be placed beyond the edge of the deck or patio.
- D. Board retains the authority to require the unit owner to remove the furniture if it does not meet the color, size or material requirement

10. Exterior Alterations

- A. No exterior change of any kind may be made to the building, unit, common elements or limited common elements without the prior written approval of the Board of Directors via an Alteration Request.
- B. Any alterations of the exterior Unit shall be subject to the review of the Board of Directors as set forth in Article XI, Section 11.01, (r) of the Declaration.
- C. Changes to exterior elevations, design and or exterior colors, will not be permitted.
- D. An alteration request must be submitted prior to the replacement of any roof. The approved roof manufacturer, style and color is: GAF Timberline HD Weathered Wood. <https://www.gaf.com/en-us/roofing-products/residential-roofing-products/shingles/timberline/architectural/timberline-hd>

11. Exterior Decorations (Everyday)

- A. Seasonal Decorations or wreaths are permitted to be hung from over-the-door hooks on the front door.
- B. On the front steps and decks, two small planters (less than two feet (2') in height).
- C. Free standing decorative ornamental flags may be placed in planting beds. Maximum size of ornamental flag is 11" x 14.5".
- D. Decorative single white electric light candles are permitted in the windows.
- E. The Board of Directors retains the right to determine what is considered small, decorative, and discreet for the entire community.
- F. Personal items are not to be placed on the common lawn or planting beds, including lawn ornaments, benches, birdbaths, garden gnomes, and blow up type dolls or ornaments, etc., without the prior approval of the Board of Directors. Statues up to 12" high are permitted in planting beds.
- G. No items are to be attached to any exterior surface of the building (except otherwise stated).
- H. Small decorative hooks may be placed on underneath support beams for 2nd story decks and flowers may be hung from hooks. Responsibility for structural integrity of decks becomes owner's responsibility if this is done.

- I. Wind chimes are not permitted.
- J. One (1) Shepard hook with flowers may be placed in the front or back yard planting beds only.
- K. American Flags may be installed via a flag pole on the front door wood trim on the opposite side from where the house numbers and porch light are located.

12. Walkway Lights

- A. Lights must be silver or black and white in lamination and installed in landscape beds.

13. Firearms

- A. Carrying and (or) use of firearms and similar weapons, including BB guns, pellet guns, paint ball guns prohibited except as permitted by state law.

14. Flammable Storage & Use

- A. No tank for storage of gas or flammable liquids may be maintained on any unit except for a tank of propane (maximum amount being a 20-pound tank) for a gas grill.
- B. No Tiki Torches, Chimineas, Fire pits or Patio heaters are allowed.
- C. No open flames are allowed; they pose a great risk to attached housing.

15. Front Doors and Garage Doors

- A. Front and garage doors are to be maintained by the unit owner. When the doors need to be replaced they must be replaced and/or with same looking

16. Holiday Decorations

- A. Holiday decorations are permitted to be installed thirty days prior to the holiday being celebrated, and must be removed within fifteen days after the holiday is over.
- B. Winter Holiday Decorations are limited to the following:
 - a) Natural looking evergreen wreaths and garland
 - b) White electric window candles with holiday lights.
- C. No blow-up type decorations are permitted.

17. Hose Reels

- A. Hoses must be contained on attached hose reels while the hoses are not in use. During the winter months all hoses must be stored inside of the owner's unit.

18. House Numbers

- A. House numbers are provided for all units and must be visible at all times.
- B. Replacement of house numbers must be the same finish and font and size of the existing house numbers.

19. Landscaping

- A. All Unit Owners are encouraged to water landscaped areas including shrubs, trees and grass.
- B. Homeowners are permitted to plant annual flowers in existing front planting beds and rear or side beds where applicable.
- C. Vegetable and fruit bearing plants and trees and vegetable or fruit gardens are not permitted. Small containers of decorative vegetables or fruits are permitted on the unit owner's rear deck or patio. No material for such plantings is permitted to grow over the edge of the deck. No pots, baskets, or planters of any kind may be rested on deck railings. Any containers must be secured to deck railings by over-the-railing hooks or inconspicuous removable tie down straps.
- D. Additions or changes to the landscape original plan at the front of the home must be approved by the Board of Directors.
- E. The installation of additional minor landscaping at the rear and side of home must also have prior written approval by the Board of Directors and will be reviewed on a case-by case basis. Rear landscaping approval includes Unit Owner acceptance of responsibility for all maintenance and insuring such responsibility is disclosed if unit is sold. Approved rear landscaping installed by Unit Owner is for Unit Owner's exclusive use.
- F. Flower beds in the rear of the unit adjacent to a patio or deck can be up to 2' wide and 1' from the neighbor.
- G. Unit Owners are responsible for maintaining all items they plant in a neat and attractive manner including planters and baskets. All dead material must be removed and/or replaced in a timely manner.
- H. River rocks or earth tone stones are permitted in planting beds, by downspouts and around patios.

20. Leasing of Units

Leasing is permitted under the following conditions:

- A. Any Unit Owner leasing their unit must submit attached Tenant Registration Form to the Management Company immediately upon transacting a lease for

- their unit. (Tenant Registration Form-see attached)
- B. No transient tenants may be accommodated in any Unit.
 - C. No lease shall be for less than one whole Unit.
 - D. The initial term of a lease must be for no less than one (1) year. Lease renewals and/or extensions must be submitted to the management office.
 - E. Each lease shall be in writing and shall provide the terms of lease.
 - F. Shall be subject in all respects to the provision of the Act, this amended Declaration, the By-Laws and the Rules and regulation of the Association, and that any failure by the lessee to comply with the terms of such documents shall be an event of default under the Lease. The Association shall be a third party beneficiary of such covenants in any Lease and shall have the right to enforce them.
 - G. A Unit Owner shall not engage in the leasing of his Unit except after having lessee execute a lease which contains the following provisions:
 - a) "Lessee hereby agrees to be bound by all terms and conditions contained in the Amended Declaration, By-Laws and Rules and Regulations of the Association as the same shall apply to the Unit lease hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Condominium documents or otherwise during the term of the lease. Lessee further agrees that they shall not sublet or assign this lease except with the approval and consent of the lessor."
 - b) Copies of all leases must be provided to the Condominium Association for their files. The Tenant Registration Form must be submitted to the Management Company. (Tenant Registration Form- see attached). These documents are due at the Management Company immediately upon completion of the lease transaction.
 - c) The owner of each unit is responsible for the actions of their tenants, and will be held liable for any violations of the Association's governing documents or any damage to Association property caused by their tenant.

21. Outbuildings

- A. Outbuildings are not permitted.

22. Parking

- A. Sidewalks and driveways are not to be blocked by parked vehicles.
- B. Cars will not be parked where access to other Unit Owners' driveways is impaired or denied.

- C. No parking on the grass.
- D. Taking more than one space per vehicle or parking on the roadway is not permitted.
- E. There is no assigned parking. All unit owners should direct their guests to park vehicles in overflow lots designated throughout the community.

23. Patios & Decks

- A. Patios or lower level decks may be installed at the rear of the home adjacent to the lower level exit door with an Alteration Request approved by the Board.
- B. The patio may be no larger than the existing or approved deck for each unit.
- C. Each owner is responsible for the maintenance and upkeep of their patio, and the repair of any lawn area damaged during the installation process.
- D. Hot tubs are permitted with Board approval and privacy screens must be installed.

24. Pet Control

In addition to State, County and Upper Macungie Township Dog Control Ordinances and resulting penalties, Coldwater Crossing Condominium (“Association”) has established the following Dog Control Policy.

Any violation of this Dog Control Policy may result in fines or other sanctions imposed by the Executive Board (“Board”), proportional to the seriousness and history of the violation(s), and in line with the Association’s existing enforcement procedures. In addition, the Board, in its discretion, may require an offending dog to be removed from the community or take such other actions as set forth in a written notice to the owner of the offending dog.

The Board shall not be responsible for patrolling the Association or otherwise uncovering violations of this Dog Control Policy. It must rely solely on reports and follow- up information from Unit Owners and residents. Only if everyone participates and actively reports any violations will this Dog Control Policy be meaningful and enforceable.

Definitions

Capitalized terms shall have the definition set forth in the Declaration unless otherwise noted.

(Taken from PA Dog Law):

Dangerous Dog: A dog has done any of the following:

- (i) Inflicted severe injury on a human being without provocation on public or private property.
- (ii) Killed or inflicted severe injury on a domestic animal, dog or cat without provocation while off the owner's property.

- (iii) Attacked a human being without provocation.
- (iv) Been used in the commission of a crime.
- (2) The dog has either or both of the following:
 - (i) A history of attacking human beings and/or domestic animals, dogs or cats without provocation.
 - (ii) A propensity to attack human beings and/or domestic animals, dogs or cats without provocation. A propensity to attack may be proven by a single incident of the conduct described in paragraph (1) (i), (ii), (iii) or (iv).

- A. All dogs residing within or brought to the Association shall be properly controlled, carried or leashed and must be under the control and supervision of the dog-owner or designee at all times. All dogs must be leashed (with a hard leash not an extendible leash).
- B. All dogs residing within or brought to the Association shall NOT be left unattended or leashed to or otherwise secured to any stationary object at any time, except within fenced-in private lot areas.
- C. All dogs residing within or brought to the Association shall be properly licensed and registered with the County of Lehigh in accordance with applicable law, and registered with the management office. All dogs residing within or brought to the Association shall be properly inoculated, including with specificity, rabies, parvo and distemper. Upon request of the Association following a written complaint, dog owners shall provide proof of inoculation from a licensed veterinarian.
- D. It is the absolute duty of all dog owners or designees to remove animal waste (excrement) deposited on any lot or Common Area by the dog. Waste must be sealed in plastic bags and deposited in the Unit's refuse container. No dog waste is to be stored outside. Furthermore, disposal of waste on any open area, Common Area or on another resident's property is strictly prohibited.
- E. All dogs residing within or brought to the Association shall NOT be permitted to become a nuisance or annoyance to any other resident or Unit Owner within the Association.
- F. Any incident involving a dog bite sustained by a human or another animal, within the bounds of the Association, shall be immediately reported to the State Dog Warden as mandated by the Pennsylvania Dog Law (3 P.S. Section 459-505-A(e)) and to the Association Management Office. Contact information for the Lehigh County Non-Emergency: 610-437-5252, Upper Macungie Police is 484-661-5911 or 911 (emergency - if physical injury has occurred). To report the incident, Coldwater Crossing Condominium Association may be contacted through, Danella Realty and Management Company 610-336-0644.
- G. Any dog designated as a "dangerous dog" by law (3 P.S. Section 459-502-A(a.1)), or by the Board in accordance with this Dog Control Policy, shall be leashed, properly physically restrained by the dog owner, and, if necessary, muzzled to prevent it from

biting any person or animal or otherwise destroying property.

- H. Any dog designated as a “dangerous dog” by law (3 P.S. Section 459-502-A(a.1)), or by the Board in accordance with this Dog Control Policy, which inflicts a subsequent bite or attack on another animal or a human being, shall be permanently removed from the Community.
- I. The Board reserves the right to levy fines for violation of the foregoing Dog Control Policy, and/or cause any animal determined to be dangerous or to constitute a nuisance to be permanently removed from the Association by any legal means.
- J. Any damage, injury, liability and cost incurred by the Association as a result of a dog owner’s failure to comply with this Dog Control Policy, including court costs and attorney’s fees, shall be the responsibility of the Owner of the Unit in which the dog resides, or the Owner of the Unit to which the dog is brought.
- K. No more than two (2) domestic animals (including dogs and cats) may be kept by a unit owner as household pets, each weighing no more than forty (40) lbs.
- L. Pets may be walked on a leash on the sidewalk or in the street but they must be toileted only in designated areas. Pets should be toileted between Gateway Road and Route 100, or in the grass area at the corner of Starling Road and Artisan Court or along the pathway (between the path and the hill) on Schaefer Run Road and Waterbury Road. No pets should be toileted on common elements. Common elements are all grass areas located in the front, side and rear of any unit. Homeowners must immediately pick up waste and dispose of it in their trash.
- M. Unit Owners are responsible for any property damage, injury, or disturbance caused by pets belonging to themselves, lessees, or guests.
- N. Pets may not be tied or tethered to any common elements such as buildings, trees, lawns, deck supports or ground stakes.
- O. Free roaming animals should be reported to Animal Control.

25. Pools (Wading, Swimming and Hot Tubs)

- A. Wading pools are permitted temporarily on the common areas under the following conditions:
 - a) The pool must be stored inside when not in use and is not permitted left outside overnight.

b) The pool must be emptied of water when not in attended by a responsible adult.

B. In-ground pools of any kind are not permitted.

D. Hot tubs are only permitted on patios or decks with prior written consent of the Board and subject to Township requirements.

26. Privacy Screens for Patios and Decks

A. Patio

1. Approved screens and specifications are available through the Management Company and must not exceed 6' in height. Only white privacy screens are permitted.
2. Screens cannot exceed beyond the depth of the patio.
3. Screens may not impede any easement or be placed in swales. It must be installed a minimum of 1' within the property line. A plot plan showing the fence location must be submitted with the Alteration Request.

B. Decks

1. Decks may have privacy screens, but they must be made of the same material and be the same color as the deck.
2. Screens must not exceed 6' in height.
3. Screens must sit on the deck and cannot extend beyond the depth of the deck. A plot plan showing the screen locations and length must be submitted with the Alteration Request.

27. Recreation and Play Equipment

- A. Toddler play houses/gyms, slides and bulky sports equipment and the like are permitted on unit owners limited common property. However, all recreational equipment must be stored inside the unit overnight.

28. Rule and Regulation Changes

- A. Rules and Regulations, not in conflict with the provisions of the amended declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors, subject to the right of the Association to change such Rules and Regulation. Copies of the then current Rules and Regulations and any and amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments.

29. Sale of Units

- A. For sale signs and for rent signs are permitted. Owners may install one standard five square foot “for sale” sign in window of unit. Open house signs may be placed at entrance of community for the day of open house and must be removed by end of day.
- B. Section 3407 of the Pennsylvania Uniform Condominium Act requires that all sellers provide purchasers a resale certificate and package, within 10 days after signing a purchase & sale agreement. This package includes the Declaration, Bylaws, Rules & Regulations, Budget, Audit (if completed), all Association forms and a certificate outlining the required Association disclosures. You must order this package the Association’s Management Company immediately upon signing the purchase and sale agreement. The cost of this package is borne by Homeowner.
- C. At the time a resale certificate and package are ordered, an exterior property inspection will be completed by management to ensure the exterior of the property is in compliance with the Rules & Regulations. If any exterior improvements were made, there must be an approved alteration request on file. Any violations will be listed on the resale certificate and will need to be corrected prior to the transfer of ownership.

30. Signs

- A. With the exceptions of for rent and or for sale signs (see 28A) No other signs, advertising or display shall be maintained or permitted on any part of the Property except a small non-illuminated security sign.
- B. The Association has the right to remove any signs not in accordance with these rules and regulations.

31. Storm Doors

- A. Storm doors will be permitted on front and rear doors provided that an alteration request is submitted and upon written approval of the Board of Directors.
- B. The approved front door storm is as follows:
 - a) White vinyl full view storm doors. Hardware must match existing hardware on front door.

32. Snow Removal

- A. *Snow will be removed from main roadways as provided by the Association.*

- B. Snow removal from all black top parking spaces (including overflow parking areas), cluster mailboxes, and common area sidewalks are the Association's responsibility. Advanced notice will be given when to move vehicles from black top parking spaces. If any vehicle is not moved as instructed, snow removal from black top parking space will be the vehicle owner's responsibility with a possible added additional expense.
- C. Snow removal from the driveway, front stoop and walkway is the Unit Owner's responsibility.

32. Sun Filtering Film

- A. Sun filtering film is permitted on the interior of the windows provided it does not alter the exterior appearance of the window.

33. Trash Maintenance

- A. Trash is not to be stored or disposed of on Association property or limited common elements.
- B. Trash and recycling receptacles are to be stored within the confines of the Owner's Unit.
- C. Trash and recycling containers are not to be stored or kept outside on any other day than trash pickup days.
- D. Trash is to be placed outside in secured containers no earlier than the evening before the scheduled pick up day.
- E. All trash or recycling containers are required to be removed from curbside no later than the evenings of the scheduled pick up day.
- F. Lehigh Units: All cardboard placed into the recycling dumpsters must be broken down & flattened. A \$50.00 fine is imposed for each box that is not broken down flat.
- G. No units shall deposit any trash or recycling in the dumpsters that are located in the Clubhouse parking facility.

34. Vehicles

- A. No inoperable or other vehicle on which current registration plates and inspection stickers are not displayed shall be stored or parked on the property.
- B. No Unit Owner shall park, store, or keep anywhere on the Property any commercial type vehicle. For example: dump truck, cement mixer truck; oil or gas truck, delivery truck, pickup truck or van, which by its signage, licensing, equipment (ladders, pipes, tools, etc.), or materials therein or thereon evidences

its commercial purpose, whether or not it is currently being used. and any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board of Directors. Pick-up trucks or vans may be permitted, however, equipment shall not be stored on these vehicles overnight (i.e. ladders, tools, etc.). Equipment must be removed and stored in the garage. Vehicles must be neat and well maintained at all times.

- C. Recreational equipment, recreational vehicles and motor homes (boats, jet skis, trailers, campers, etc) may not be parked or stored in front of Unit or on Unit Owner's driveway or street. Loading and unloading of these vehicles is allowed, however, timely removal of these vehicles is required. Definition of timely removal is at the discretion of the Board of Directors.
- D. No Unit Owner shall conduct major repairs or restorations of any motor vehicle upon any portion of the property or street.
- E. All vehicles must be currently licensed, registered, inspected, and in operating condition.
- F. Trucks and vans are permitted to be parked on a temporary basis within the property in connection with the repair, maintenance, or replacement or work being performed for an owner or the Association.
- G. Motor-driven recreational vehicles of any kind, including motorbikes, ATV's, and snowmobiles are strictly prohibited in the common areas.

35. Window Air Conditioners

- A. No window air conditioners shall be installed in any Unit

36. Reporting/Violation Procedures

- A. Violations must be reported in writing to the Community Manager or by any member of the Board. Violations may be reported verbally by the Community Manager or by any member of the Board. Unit owners may report violations by submitting a written report, stating the time, date and relevant details of the alleged violation, including the address of the alleged violator. In the case of vehicle violations, the report should include the make, model, license plate number and color of the vehicle.
- B. A member of the Board of Directors, an authorized committee member (if one has been appointed), or the Community Manager will be assigned to investigate the report and to advise the Board whether a violation has occurred and if follow-up action is required.
- C. If the Board determines that follow-up action is required; the alleged violator will be given written notice of the alleged violation and shall be advised that a fine

may be imposed. In appropriate cases, the Board may, in its discretion: (a) issue a warning (b) ask that corrective action be taken and specify the time for such action and/or (c) impose fines or other sanctions.

- D. Unit Owners and residents will be given an opportunity to be heard before a fine or other sanction is imposed. Unit Owners and residents may request a hearing with the Board, at which they can discuss alleged violations, present evidence and discuss appropriate follow-up action. It is the responsibility of the Unit Owner to submit a written request for a hearing within 10 days of the date of the notice of the alleged violation.

37. Fines and Penalties

- A. If a Unit Owner/resident does not comply with the notices sent, the Board of Directors may impose fines or other sanctions. The following schedule shall be a guideline for the Board for the imposition of fines:
 - 1st Offense \$25
 - 2nd Offense \$50
 - Subsequent Offenses \$100
 - Pet Violations – Additional fines equal to the amount of cleanup and other costs
- B. Depending on the nature of the violation, a fine may be imposed for each incident and/or a fine may be charged for each day the violation remains uncorrected. The Board of Directors has complete discretion and authority to establish the amount of fines or other penalties.
- C. When a fine or other sanction is imposed, notice will be mailed to the Unit Owner or resident. The amount of any fine charged is considered an assessment and is due upon receipt of the notice.
- D. Depending upon the nature of the violation, the Board may, in addition to any fines that may be imposed, suspend the membership privileges of the violator, including the right to use the Common Facilities and amenities of the Association and the right to participate in the affairs of the Association, until the violation has been cured and/or any fines imposed have been paid.
- E. The Board of Directors may file legal action for collection of the fines and/or for compliance with the Associations Governing Documents. Any expenses associated which may be incurred by the Association in connection with such legal action, such as court fees, attorney fees, etc. will be assessed to the Unit Owner.

38. Pet Fines

- a. If a Unit Owner or guest does not comply with the first written notice concerning a pet violation, the Board will levy a \$25.00 fine. If the pet violation occurs a second time, a \$50.00 fine will be imposed. For third and future offenses, the fine increases to \$100.00.
- b. If the violations continue, the Board of Directors reserves the right to meet the

Unit Owner to discuss the offenses and how to resolve the matter. The Board of Directors reserves the right after such a meeting to take whatever action is necessary to maintain the property and to bill the Unit Owner for services rendered (i.e. paying someone to pick up feces, replacing landscaping, trees, and grassy areas destroyed by animal.)

39. *Noncompliance*

- a. In the event that a Unit Owner/resident does not comply with the violation notice and or does not pay the fines assessed by the Association, the Board of Directors may file legal action against the owner for collection of the fines and compliance with the Association's rules and guidelines. Any expense associated with legal action, including court fees, attorney fees, etc. which may be incurred by the Association, shall be added to the complaint and become the responsibility of the Unit Owner to pay.
- b. When a judgment is awarded, the Board of Directors may place a lien for the amount of the judgment against the Unit Owner's property.

Condominium Responsibility Chart

<u>SERVICE</u>	<u>HOMEOWNER</u>	<u>ASSOCIATION</u>	<u>OTHER</u>
<u>Landscaping</u>			
• Mowing of Yards		X	
• Mowing of Common Areas		X	
• Fertilization		X	
• Grub Control		X	
• Bed Maintenance		X	
• Tree Maintenance		X	
<u>Snow Removal</u>			
• Plowing of Streets		X	
• Shoveling of Driveways	X		
• Sidewalks Servicing Owner Units	X		
• Common Sidewalks		X	
<u>Building Maintenance</u>			
• Roof Replacement	X		
• Roof Repairs	X		
• Siding	X		
• Doors & Windows	X		
• Decks & Patios	X		
• All Other Outside Bldg. Maint.	X		
• Sidewalks Servicing Owner Units	X		
Note:			
a. Any major maintenance requires the submission of a written exterior alteration request and prior Board written authorization. Association retains the right to hire a contractor to complete maintenance refused by homeowner and charge back the homeowner.			
<u>Insurance Requirements</u>			
• Liability Ins. On Common Area		X	
• Directors & Officers Ins.		X	
• Building Insurance on Homes	X		
• Liability Ins. On Home Lots	X		
<u>Other Services</u>			
• <u>Trash Removal</u>			
Silver Brooks and Twins			Township
Lehighs		X	

Notes:

1. The Association is generally responsible for Landscaping & Fertilization of yards, trash collection, liability insurance on common areas, directors & officers insurance, management fees, audit fees, legal fees for collections & meeting expenses.
 2. The above list covers most of the responsibilities of the Homeowners and the Association.
- For a complete listing please refer to the Declaration and Bylaws of your community.