

## CODE OF RULES AND REGULATIONS

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**CODE OF RULES AND REGULATIONS FOR**  
**PINEHURST CONDOMINIUM ASSOCIATION**

Rules and regulations adopted and promulgated by Council for the Pinehurst Condominium are summarized below. These rules and regulations implement, supplement or highlight provisions, requirements or limitations contained in the Declaration of Unit Ownership.

Council's authority for such action is contained in Section 21, Article III; Section 2 (e), Article VI; and Section 16, Article VIII of the Declaration of Unit Ownership. Unless otherwise noted, Council may delegate and assign any actions or decisions to its Property Manager or designated Agent in the performance of its obligations to enforce the Declaration and the Rules and Regulations.

**Rule and Regulation No. 1:**

**Exterior Alteration:**

- a) Buildings, as well as the front and rear areas of units (including, but not limited to porches, patios, steps and planted areas), will be maintained in their original state. As is outlined in the provisions of Section 13, (Additions, Alterations or Improvements by Unit Owners), Article VIII of the Declaration of Unit Ownership, prior written Council approval must be received for any additions, alterations/changes or improvements to the structures and such areas. Patio and rear porch awnings are authorized, as long as they comply with certain specified requirements and limitations (Pinehurst Rule and Regulation No. 3). Front areas will not be used to store items (including, but not limited to: firewood, bicycles, newspapers, refuse). (Revision Approved: August 30, 1979).
- b) If an addition, alteration or improvement is made without prior consent of Council the Unit owner will be responsible for any labor and material costs incurred by the Pinehurst Condominium Association to restore the area to its original condition. The Unit Owner will also be responsible for all legal costs incurred in an attempt to restore the area to its original condition.
- c) If Council determines that the approved addition, alteration or improvement is not properly maintained, Council will provide written notice to the Unit Owner that the maintenance default must be rectified within thirty (30) days. If the maintenance default is not rectified within the thirty (30) day time period, the Maintenance Staff, Property Manager or their agent or contractor, of Pinehurst will perform the necessary repairs. Prior to making the repairs, Council will present the Unit Owner with an invoice for labor and material costs. Failure to pay said invoice immediately will result in the same collection process as described in the "Procedure for the Enforcement of Rules and Regulations for Pinehurst".
- d) If a Unit Owner sells the Unit, the buyer must be apprised of the addition, alteration or improvement. The buyer must continue maintenance of the addition, alteration or improvement.

## **Rule and Regulation No. 2:**

### **Exterior Decorations and Furniture:**

The intent of this policy is to provide Pinehurst residents an opportunity to observe seasonal celebrations with limited use of decorations, while retaining an orderly and uniform appearance. Any items considered excessive, weather-beaten, neglected or an impediment to Maintenance Staff or Property Manager, must be immediately removed by the Unit Owner or Tenant upon notification from Council.

#### Exterior Items:

- a) Unit owners/residents may make use of hanging baskets, planters, flower pots and plant boxes on their porches, stoops and patios. In addition, those with patios may plant in the grounds along the sides of their patios bordering the dividers between units.
- b) Flower pots and/or boxes are permitted to sit on the deck/patio railing with the use of a protective dish that will guard the deck/patio railing from water and/or other damage.
  - i. Flower pots and/or boxes must be weighted properly so as to avoid injuries caused by the flower pots and/or boxes falling into the common area(s) below.
  - ii. No cuttings or clippings may be thrown into the common area(s).
  - iii. Dead flowers and potting soil are not to be dumped into the common area(s).
- c) Only two (2) shepherd hooks per unit owner are permitted in the common area(s) for the purpose of hanging flower pots and must be placed at the edge of the front stoop and not hang over or damage any shrub or tree in the common area, such as the front beds.
  - i. Shepherd hooks may not be used in the common area(s) until after spring edging and mulching is completed, and in no circumstances before June 1st.
  - ii. Shepherd hooks must be removed before fall clean-up begins or no later than Labor Day.
  - iii. The Maintenance Supervisor or Property Manager will advise the community of both of these dates.
- d) Planting and altering shrubbery and trees in the common elements/areas is not permitted. Any annuals or perennials planted by Owners in the front beds and common areas may be removed at the cost of the Unit Owner.
- e) Any item placed on the vinyl siding, exterior plywood panels or stucco walls within the space of your deck/patio must be attached with Council approved hangers that do not puncture the vinyl siding or damage the exterior building surfaces in any way.
- f) No decorative lighting placed around the patio doors is permitted except for specific holiday decorations as described in Rule and Regulation x.

- g) No brooms, mops, dust mops or personal items may be left in the common area(s) or limited common area(s).
- h) No lawn decorations or personal items of any kind may be placed in the common area(s) or limited common area(s).

Exterior Furniture:

- i) No benches, tables, chairs or any other type of furniture are permitted in the shrub beds or the common area(s). Upon notification by Council, the Unit Owner or Tenant must remove such exterior furniture.
- j) Inflatable pools, sand boxes, etc., are not permitted in the common area(s) or in the limited common area(s).

Exterior Decorations:

- k) No decorations of any kind are permitted in the common area(s) in front of any Unit. This includes any holiday decorations such as scare-crows, rabbits, circular lighted trees, reindeer, inflatable or molded characters (i.e., Santas, snowmen, etc.). No decorations of any kind are permitted to be wrapped around or attached in any way to the stairway railings, trees or bushes in front of any Unit. All repair/replacement costs due to damage to any trees, shrubs or common elements as a result of decorations will be the responsibility of the Unit Owner.
- l) Seasonal decorations are permitted on the Unit Owner's deck/patio area only. These decorations are permitted from the first day of the month in which the holiday occurs and must be removed no later than three (3) days after the actual holiday date. For example, Valentine's Day decorations may be displayed beginning February 1st, but must be removed no later than February 17th.
- m) Sign post decorations are permissible. However, sign post decorations must not cover the unit numbers when attached to the post.

Common Area Hallway Decorations:

- a) The exterior doors to the common area hallway are not permitted to be decorated.
- b) No decorations are allowed to be placed on the walls in the common area hallway.
- c) Unit door decorations such as wreaths are permitted on the door of the individual Unit. Appropriate seasonal decorations may remain on the front door of the Unit for the duration of that season.
- d) All repair/replacement costs due to any damage to paint, doorframes, etc., which are the result of decorating, will be the responsibility of the Unit Owner.
- e) Each unit owner may place a personal mat at the entrance door to their unit. Exterior carpeting, artificial grass, or any other covering is not permitted on surfaces of porches, stoops or balconies as they degrade the exterior aesthetics of the Property and can trap moisture that reduces the useful life and appearance of the concrete.

Flags:

- n) No decorative flags or decorative art work are permitted to be attached, hung or placed on the exteriors of Units. Causing holes or other surface defects accelerates wood rot, promotes infestation of damaging insects and accelerates the peeling of painted common elements.
- o) American Flag. A 3' x 5' American Flag may be displayed in an approved flag holder that is mounted on the post by the Maintenance Supervisor or Property Manager only.
- p) Failure to remove any of the prohibited items, as described above, within forty-eight (48) hours of notification by Council, will result in a daily fine, per item, until the item(s) is removed. After seven (7) days from the date of such notification from Council, the Maintenance Staff or Property Manager will remove the item(s) and the Unit Owner will be charged a document violation in addition to the daily fine(s) and a daily storage fee(s).

### **Rule and Regulation No. 3:**

#### **Patio and Rear Porch Awnings (applies to Grandfathered Units of Even Numbered Units):**

Patio and rear porch awnings are permitted as long as they meet the following requirements and limitations:

- a. Awnings must be solid yellow or yellow and white striped fabric.
- b. They must be properly sized, specified and installed in accordance with recommended industry standards.
- c. Patio awnings must be entirely within the patio area, and they will not extend beyond the rear of the paved patio area except for installation of the frame in the ground area. There will be no attachments to unit dividers.

Refer to change – Written consent of Council Members to Action Taken in Lieu of a Special Meeting dated November 23, 1992

- d. Awnings will not be erected any sooner than April 1st of each year and must be removed by October 31st of each year.
- e. Drop awnings may be installed on rear porches of Phase I end units as long as they are entirely within the porch area.
- f. Individual residents are responsible for any damage caused by or resulting from the installation of awnings. (Approved: January 26, 1978)
- f. Once a unit removes their awning and associated hardware and frames, the Owner and all future Owners shall be prohibited from installing seasonal awnings or retractable awnings. The Association has been phasing out awnings of any kind and this Rule and Regulation only applies to Units that are grandfathered.

## **Rule and Regulation No. 4:**

### **Storm Doors:**

Only white storm doors may be installed. Storm doors shall be made of aluminum and the glass insert may not have mullions, screens and must be a single piece extending from the top of the door to the bottom.

Combination glass (top half) and aluminum (bottom half) storm doors are not permitted (Approved: January 26, 1978)

Any Units not in compliance with this Rule will be required to conform with this standard no later than January 1, 2020. Any Unit replacing storm doors prior to January 1, 2020 must conform with this standard at the time a replacement is made.

## **Rule and Regulation No. 5:**

### **Telephone, Cable and Satellite Dish Installation:**

The appropriate telephone, cable company or Satellite dish chosen by the Unit Owner must also complete the installation and maintenance of the telephone and/or cable lines.

#### **Telephone Lines:**

The maintenance and installation of such lines within the Units are not the responsibilities of Pinehurst or any Property Manager that the Association may employ. If a second line is required to accommodate fax and/or computer equipment, etc., for personal use, the Unit Owner is responsible for this work. Installation of a second line is permitted only through the existing chase entering individual Units. Lines are not permitted to be run outside of the building.

#### **Cable Lines:**

Lines are not to be run outside of the building and cannot enter through a building wall. The unit owner must make all cable installers aware of this restriction. Unit owners will be responsible for all policy violations and will be liable for any damages or restoration costs to building walls or electrical lines.

If cable needs to be run to an area other than the living room, the Unit Owner is responsible for notifying the cable installer that the line must be run through the interior of the Unit.

#### **Satellite Dish Installation:**

- a) Any antenna or satellite dish that is designed to receive direct broadcast satellite service, including direct to home satellite services and any satellite antenna or dish that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, IS permitted in Pinehurst. The type of dish and installation of said satellite dish is governed by the Federal Communications Commission ("FCC") and the Unit Owner prior to, during and after installation must follow their guidelines.
- b) Pinehurst Requirements:
  - i. Only one satellite dish and antenna shall be permitted per Unit.
  - ii. The Unit Owner must notify Council prior to the installation of a satellite dish and have an approved alteration request.

- iii. The satellite dish and antenna shall be installed on the deck/patio.
- iv. Any satellite dish or antenna must comply with applicable Federal Communications Commission regulations.
- v. A satellite dish or antenna must be installed by a professional installer and cannot be attached to the vinyl siding, exterior plywood panels, stucco or deck/patio post.
- vi. No satellite dish or antenna shall be installed in a manner that may impair the structural integrity of the deck/patio upon which it is installed.
- vii. The Unit Owner assumes all liability in connection with any damage caused by an improperly installed or maintained satellite dish.
- viii. Upon the sale of the Unit or the removal of the satellite dish, the Unit Owner is responsible for any costs/labor incurred necessary to restore the area to its original condition and for any damage caused to the building or the Unit, including the deck/patio itself and the railing to the deck/patio upon which it is installed. The Unit will be inspected by Council prior to a homeowner's closing to ensure that all such restoration has occurred. Failure to complete the restoration prior to the closing will result in additional assessments to the Unit Owner that must be paid to Pinehurst at the closing.

Any violations of the restrictions described above are the responsibility of the Unit Owner and if discovered during inspection, must be immediately corrected at the Unit Owner's expense. All lines or dish installations not corrected within 7 days of notification will be subject to a \$10.00 per day penalty.

All contractors must check in with the Maintenance Supervisor and/or Property Manager by calling the number posted in the entry before going into the Unit they will be working on.

### **Rule and Regulation No. 6:**

#### **Care and Cleanliness of Private and Common Areas:**

Each Pinehurst Condominium unit owner/resident will maintain his/her porch, patio and any other areas to which he/she has sole access, in a good state of preservation and cleanliness. Trash or other substance will not be swept or thrown from such premises. In addition, unit owners/residents and guests will clean and remove any litter and articles from Condominium common areas after their authorized use. (Revision Approved: August 30, 1979)

#### **Littering:**

If a Homeowner or Renter observes any act of littering, they should notify Council or any Property Manager that the Association may employ, immediately. A violation notice will then be mailed to the owner and/or renter by Council to facilitate resolution.

Littering includes cigarette butt disposal. Cigarette butts thrown into the common area is unsightly and are not biodegradable.

#### **Vandalism:**

If a Unit Owner or Tenant observes any such act of vandalism, they should call the police first and then report the observations to Council or any Property Manager that the Association may employ as soon as possible. A copy of the police report and a statement from the Unit Owner/Tenant regarding the incident should be sent to Council to facilitate resolution.

Vandalism is considered an act of intentionally destroying, damaging or defacing Pinehurst Condominium Association property.

**Fines:**

Any individual that is caught vandalizing/littering Pinehurst property will be fined according to \_\_\_\_\_ and will be prosecuted to the full extent of the law.

Fines will be imposed commensurate to the violation.

**Rule and Regulation No. 7:**

**Signs, Notices, Advertisements, Solicitation:**

No "for sale", "for rent" or other signs, notices, advertisements and illuminations will be inscribed or displayed on any part of the Condominium buildings (including on or at any window or door) and on any common area. Security system signs are not permitted in Common Areas, such as the front beds, and cannot be placed on the exterior of a Unit, with the exception of widow stickers no larger than 3" x 5" (whose use is discouraged by Council).

No soliciting for any purpose is permitted on Pinehurst property. Distribution of any written material or goods, as well as verbal door-to-door solicitations, is not permitted. Violators will be asked to leave the property immediately.

**Rule and Regulation No. 8:**

**Unit For Sale Notice:**

Selling unit owners will notify Council, in writing, prior to placing/listing a unit for sale.

**Rule and Regulation No. 9:**

**Garbage and Refuse Collection:**

Packaged or bagged garbage, rubbish and trash of any kind or nature will be placed on the front curb areas no earlier than 6:00 P.M. on the day preceding the designated pick-up date. Unit owners/residents will ensure that all garbage and refuse placed for collection are adequately bagged and/or securely tied to facilitate pick-up, withstand the elements, and prevent littering of the grounds. Such items will not be placed on any of the front planted areas. Garbage, rubbish and trash will not be disposed of or left on or adjacent to Pinehurst Condominium property. (Revision Approved: August 30, 1979)

**Trash:**

All trash and garbage must be securely wrapped and tied prior to being disposed of using containers required by the Township of Upper St Clair. You must close the slider doors and/or lids so that animals of any kind will not



have access to our garbage, spreading it all over the community and causing a health problem or risk. Not placing your garbage in a Township approved container is considered littering.

### **Storage of Containers for Rubbish and Recyclables:**

When not a designated day for collection, trash cans or approved containers must be stored out-of-sight from the main road. The preferred storage location is inside Unit Owner garages. The Association will permit the storage of trash cans and approved containers in rear patios and rear entryways. Storage adjacent to building doors (for Units that have interior access), garages, side-walks or any street facing porch is prohibited.

### **Rule and Regulation No. 10:**

#### **Disturbing Noises and Activities:**

Pinehurst Condominium unit owners/residents will not make or permit any disturbing noises and activities in his/her unit or within the Condominium common areas which will interfere with the rights and reasonable comfort and convenience of other unit owners/residents. (Revision Approved: August 30, 1979)

#### **Quiet Hours:**

- a. No Unit Owner or Tenant shall make (or permit his or her guest, invitees, visitors, or licensees to make) any noise or engage in any activity that will interfere with the rights, comfort, or convenience of other Unit Owners/Tenants, including, but not limited to, playing a musical instrument, entertainment system, television, radio or excessive or unreasonable noise, such as loud motor vehicle sounds, group gatherings, verbal harassment of owners, visitors, contractors etc.
- b. Please be considerate of your immediate neighbors and their schedules. Not everyone works a daylight schedule so please be considerate and always keep the noise level low. Always observe quiet hours between 11:00 pm and 7:00 am. Do not run the washer, dryer, dishwasher or sweeper during the quiet hours and keep the volume of your entertainment system, television or radio at a minimum level during this time period.
- c. Various residents within our community perform shift work. Please respect their sleeping patterns as you would expect your daylight schedule to be considered.

#### **Smoking:**

Please be considerate of your immediate neighbors and their health problems/allergies. Smoking shall not create a nuisance or unreasonable odor for your neighbors. Make sure that your door is insulated so that smoke odors do not penetrate the hallway areas, adjacent garages and/or take other precautionary measures to avoid smoke odors such as air filters or smoking outside of the building.

Discarding cigarette butts in the common areas is considered littering, Refer to Rule No. 6.

### **Rule and Regulation No. 11:**

#### **Parking of Vehicles:**

On-street parking is not permitted on Pinehurst Drive at any time. Pinehurst Drive. Owners and residents are permitted to load and unload their vehicles while the automobile is attended, using their emergency flashes, and does not remain standing for more than brief periods of time, e.g. 15 minutes or less. Individual vehicles will be parked either in the garages or in their designated parking areas. The Fire Marshal of the Township of Upper

St. Clair has established fire lanes on both sides of Pinehurst Drive, and the posted no parking is enforced by Township Police.

- a) Vehicles not used on a daily basis shall not be stored on the common property. Pinehurst is not a vehicle storage area.
- b) When you have guests, they should only park in the parking spaces marked in front of your building.
- c) Any vehicle parked in an area which said vehicle is not permitted to park shall be towed at the owner's expense. The Association shall contract with a towing company (the telephone number to which shall be provided to all unit owners) for the towing of improperly parked vehicles. It shall be the responsibility of the unit owner in whose space another vehicle is improperly parked to contact the towing company for the removal of said vehicle.

Any owner or tenant who has failed to remain current with regard to any monetary amount due to the Association (for assessments or otherwise) shall forfeit said owner's or said tenant's privilege to park a vehicle anywhere within the Common Elements and said vehicle shall be towed from the Common Elements at said owner's or tenant's sole expense until such time as the full amount outstanding is remitted.

Repeated violations of the parking regulations shall subject the owner (or owner whom a guest is visiting) to fines in accordance with the Rules and Regulations.

#### **Pinehurst Requirements:**

- a) Only vehicles in operating condition with a current inspection sticker and license plate are permitted to park in Pinehurst.
- b) All vehicles must be registered with Council or any Property Manager that the Association may employ at the time of residency and upon purchase of a new vehicle.
- c) **NO** parking of non-registered vehicles and/or inoperative vehicles will be permitted for any period of time. These vehicles will be towed at the owner's expense.
- d) **NO** recreational vehicles, boats, trailers, hitches, motorcycles, commercial vehicles or similar devices may be parked within the Condominium Community. Pods may be temporarily parked on property with prior approval from Council.
- e) No tractor trailers (more than ten wheels) are permitted on the property for any reason.
- f) No maintenance or repairs of motor vehicles may be made on the Common Area.
- g) Owners, residents and tenants are entitled to their interior garage space plus one additional Association parking space.

## **Rule and Regulation No. 12:**

### **Stopping of Vehicles:**

On-street stopping of vehicles is permitted on Pinehurst Drive for loading and unloading purposes only. At no time are vehicles permitted to stop on any part of the sidewalks or walkways. Also, this applies to visitors, employees and service/maintenance personnel. (Approved: January 26, 1978)

## **Rule and Regulation No. 13 (Formerly Rule 12):**

### **Vehicular Traffic:**

- a) A 15 MPH speed limit shall be strictly enforced within the Condominium Community. Individuals will not drive throughout the Condominium site in a manner that creates unsafe conditions endangering life and property.
- b) Street fines shall be imposed against any individual exceeding the 15 MPH speed limit, failing to stop at a posted stop sign or illegal parking. (See Addendum A).
- c) All Unit Owners and other Residents are urged to notify Council or any Property Manager that the Association may employ, of any car or other vehicle exceeding the 15 MPH speed limit, failing to stop at a posted stop sign or parking illegally within the community.
- d) Motorcycles, tricycles, skateboards and roller skates/blades are not permitted on Pinehurst Drive and Condominium driveways and sidewalks.

Effective December 19, 2011, Council has approved the following revision to Pinehurst Rule and Regulation 13 (originally 12). "Vehicular Traffic," last revision approved August 30, 1979.

RESOLVED, that Pinehurst Rule and Regulation 13 be revised to read "The maximum speed limit within the Pinehurst Condominium site is 15 miles per hour. Individuals will not drive throughout the Condominium site in a manner that creates unsafe conditions endangering life, property or the safety of residents and visitors. Also, this applies to visitors, employees and service/maintenance personnel."

RESOLVED FURTHER, that pursuant to Article III "Units" Section 18, Owners are advised that motorcycles are permitted on the Property so long as they are the personal property of Owners and are stored in garages and used in a manner that does not create a nuisance or impediment to the peaceful possession and proper use of the Property by its residents.

RESOLVED FURTHER, that recreational vehicles, boats, trailers and similar property that cannot be stored inside an owner's garage cannot be parked on the Condominium site.

## **Rule and Regulation No. 14:**

### **Pets:**

- a) There is a total limit of two (2) domestic pets (i.e. dogs, cats & birds) that are permitted within any Unit. No pet may be kept, bred or maintained for any commercial purpose.
- b) No Pit Bulls or mixed Pit Bull breeds are permitted on Pinehurst Property whether they belong to owners, renters or visitors
- c) Pets must be leashed at all times. In no instance is a pet permitted to run free in the hallways or on any Common Area or Limited Common Area.
- d) Pets ARE NOT permitted to be chained or tied outside the Unit or at any location within the community, including but not limited to decks or patios of any unit. Pets may not be left unattended for any period of time.
- e) Pets are never permitted within the recreational facilities areas and fines will be doubled if they are found in the recreational facilities.
- f) Pets must be registered annually with Council or any Property Manager that may be employed by the Association. Pets must be properly licensed and vaccinated in accordance with the ordinances of Upper St. Clair and/or Allegheny County. Copies of a license and a vaccination certificate must be mailed to Council or any Property Manager that may be employed by the Association.
- g) It is the owner's responsibility to immediately remove any excretion of a pet on any of the Condominium common areas and private porches and patios. All feces must be properly disposed into a dumpster. Cat Litter must be bagged and disposed into a dumpster. FINES WILL BE IMPOSED.
- h) No pet shall create a nuisance or unreasonable disturbance, including but not limited to continual barking, being unleashed, chasing, biting, destruction of property, and/or excessive odors, etc.
- i) If a pet causes or creates a nuisance or unreasonable disturbance, the complaining party may enter a written application and present it to Council. Council will notify the offending pet owner. The resident will be given the opportunity to request in writing, a hearing before Council. If a hearing is not requested, Council will investigate and take a vote on removing the pet from Pinehurst within 15 days after receipt of the complaint.
- j) Pet owners must protect the property from damage caused by their pets and are liable for damages that occur. This includes but it not limited to damage done to the flower beds by trampling or urinating on the flowers and shrubs.

- k) Visiting pets must comply with the pet rules or the unit Owner of the guest will be held responsible. Pets are considered visiting if they are on property for 24 hours or less. All other pets must be registered with Council.

### **Rule and Regulation No. 15:**

#### **Unit Owner/Resident Initial Contact and Pertinent Information:**

Within five days after an individual becomes a Pinehurst Condominium unit owner/resident, he/she will contact a member of Council or company or person designated as "Property Manager" to:

- a. Ascertain an understanding of Pinehurst requirements, rules and regulations.
- b. Furnish pertinent information and data necessary for association records and for emergency contact and routine business purposes. Pinehurst unit owner/residents will immediately notify Council (preferably the Treasurer or Secretary) of any changes to this information.

These changes include:

- Any changes in occupancy (marriage, birth, rental change etc.).
- Changes in vehicle ownership/license plate/vehicle to be parked at Pinehurst.
- All pet license renewals by the end of January each year. Along with any inoculation records necessary.
- Any changes in pets owned.
- Any change in mortgage information.
- Any changes in phone numbers or contact information.

### **Rule and Regulation No. 16:**

#### **Inflammable, Combustible and Explosive Substances:**

Inflammable, combustible and explosive fluids, materials, chemicals or substances, except what may be necessary for normal household use, will not be brought into or stored in any unit. In addition, unit owners/residents are not permitted to store gasoline in any unit or garage space.

(Revision Approved: August 30, 1979)

### **Rule and Regulation No. 17:**

#### **Water Apparatus:**

Toilets and other water apparatus in the individual units will not be used for any purpose other than that for which they were designed and intended. Accordingly, sweepings, rubbish, rags and any other articles will not be thrown into toilets and other water apparatus.

Unit owners/residents are responsible for repairing, at no cost to the Association, any damage resulting from the misuse of such fixtures and apparatus. (Revision Approved: August 30, 1979)

### **Rule and Regulation No. 18:**

#### **Garage Doors:**

Garage doors will be kept closed at all times, except when moving automobiles or other items in and out of garage spaces or while a unit owner/resident or his/her family member, employee, guest or visitor is physically present in the garage space. (Revision Approved: August 30, 1979). Garage doors must be constructed of white aluminum with four glass windows. All replacements of garage doors require an approved alternation request.

### **Rule and Regulation No. 19:**

#### **Snow and Ice Melting Agent:**

Salt (sodium chloride or rock salt) will not be used as a snow or ice melting agent on any of the Condominium concrete areas. These areas include, but are not limited to: sidewalks, steps, patios, porches, side entrance, landings, and stoops. When needed, calcium chloride will be used to melt snow and ice. (Approved: December 18, 1978)

### **Rule and Regulation No. 20:**

#### **Electronic or Electrical Equipment:**

- a) Council or the company or person designated as "Property Manager" must approve any repair and/or alteration of electrical wiring within a Unit. An Alteration Request Form must be completed and submitted to the Property Manager for review and approval two (2) weeks prior to starting the work. An Alteration Request Form can be located at the office of the Property Manager. If the repair is an emergency, the Unit Owner must notify the Property Manager of said emergency repair within twenty-four (24) hours.
- b) A registered and licensed electrician in the state of Pennsylvania must complete any repairs and/or alterations.
- c) A dated receipt or proof of compliance must be submitted to the Property Manager for all electrical work completed.
- d) The cost of electrical repairs and/or alterations within a Unit shall be the sole responsibility of the Unit Owner.
- e) All wiring in the Limited Common Area (the hallways) will be the responsibility of the Association.
- f) All contractors must check in with the Maintenance Supervisor by calling the number posted in the entry before going into the Unit they will be working on.
- g) Unit owners/residents will be liable for any damage or injury caused by any radio, television or other electronic/electrical equipment installed in his/her unit.

## **Rule and Regulation No. 21:**

### **Gas Usage/Appliances:**

Gas appliances and/or gas fixtures of any type, other than furnace units, hot water heaters, stoves and professionally installed lines into fireplaces, ARE NOT permitted in individual Units. Kerosene heaters are also prohibited. Electric space heaters may be used as long as they are no older than 1995 models and are equipped with safety shut off mechanisms (tilting triggers). If such a fixture or appliance is discovered, the Unit Owner will receive notice to remove the fixture/appliance from the Unit. Gas systems, pipes, walls and/or the roof must be returned to their original condition at the expense of the Unit Owner. Any costs incurred by Pinehurst to return the Unit to its original condition will be the Unit Owner's responsibility. Council may impose a fine or require reimbursement for any unauthorized usage.

All gas fireplace lines must meet building code specifications and **NO** copper tubing is permissible.

All old and replaced appliances must be hauled away by the contractor installing the new appliance. These items may not be placed in a dumpster.

Gas appliances may be converted to electric by submitting an Alteration Request Form. Proof of a registered electrician performing the work is mandatory to meet building code specifications.

- a) The Request must include the name of the contractor who will perform the work. Council or the company or person designated as the "Property Manager" must approve the credentials of the contractor chosen by the Unit Owner prior to the installation of the appliance. The Property Manager will review the Request and if acceptable, will approve the Request.
- b) Upon approval, the contractor is responsible for installing the appliance in accordance with the approved Request and may not deviate from the approved plan. The contractor must coordinate the installation of the appliance with the Pinehurst Maintenance Supervisor.
- c) Upon completion, the Pinehurst Maintenance Supervisor will inspect the installation with the contractor. The Unit Owner will be responsible for all costs of maintaining and repairing the appliance.

In the interest of FIRE SAFETY, all fireplaces, flues and chimneys should be cleaned and inspected at the expense of the homeowner by a professional.

## **Rule and Regulation No. 22:**

### **Dryer Venting/Maintenance:**

- a) All dryer vents must be installed in accordance with Pinehurst recommended engineering specifications (available from Council or company or person designated as the "Property Manager"). External self-contained dryer vents are not permissible. The Unit Owner must submit a Unit Alteration Request Form to the Property Manager two (2) weeks prior to the work being performed along with the name and qualifications of the company performing the work.
- b) The Request must include the name of the contractor who will perform the work. Council must approve the alteration request prior to the installation of the vent. Council will advise the unit owner of the approval or disapproval.

- c) Upon approval, the contractor is responsible for installing the vent in accordance with the approved Request and may not deviate from the approved plan. The contractor must coordinate the installation of the dryer vent with the Pinehurst Maintenance Supervisor.
- d) Upon completion, the Pinehurst Maintenance Supervisor will inspect the installation with the contractor. The Unit Owner will be responsible for all costs of maintaining and repairing the dryer vent.
- e) In the interest of FIRE SAFETY, the Unit Owner will be responsible for having the dryer vent cleaned (blown) every other year (even numbered years only). In the event that repairs are required, procedures 1, 2, 3 & 4 above will apply.
- f) All dryer vent cleaning is due by August 1<sup>st</sup> of every even numbered year. The Unit Owner must submit to Council or the company or person designated as “Property Manager” proof of the cleaning, no later than August 1st.
- g) All contractors must check in with Maintenance Supervisor by calling the number posted in the entry before going into the Unit they will be working on.

**Rule and Regulation No. 23:**

**Condominium Operations and Service:**

Any comments regarding the operations and servicing of Condominium property and grounds will be submitted in writing to Council or to any designated/employed managing agent and/or manager. (Revision approved: August 30, 1979)

**Rule and Regulation No. 24:**

**Complaints:**

- a) All maintenance-related complaints must be made by the person or persons owning the Unit (‘Unit Owner’) in writing and submitted to Council or any designated/employed managing agent and/or manager.
- b) Upon receiving a written complaint, Council or the company or person designated as the Property Manager (“Property Manager”) and appropriate staff member(s) will discuss the issue(s) with the Unit Owner to resolve the complaint within five (5) business days. Council must approve all solutions to the complaint that cost more than \$250.00 or that exceed a previously approved cost.
- c) A Complaint of a time-sensitive nature will be given priority.
- d) Complaints registered against another homeowner should be made to the Upper St. Clair Police Department and should also be made in writing to Council or the company or person designated as the Property Manager as some complaints can only be handled by the police.
- e) Any complaint made by a Unit Owner involving a member or members of the Maintenance Staff will be directed to, and dealt with solely by the “Property Manager”.



f) Snow removal concerns must be referred to the “Property Manager”.

**Rule and Regulation No. 25:**

**Association Employees:**

Pinehurst residents will not utilize, for any private purpose or business, any individual employed by Council or by any designated /employed managing agent and/ or manager. (Revision Approved: August 30, 1979)

**Rule and Regulation No. 26:**

**Unit Owner/Resident Keys:**

If any keys (for units, automobiles and personal property) are entrusted by a unit owner/resident, his/her family member or his/her representative to a member of Council or any designated/ employed managing agent and/or manager, it will be at the sole risk of the unit owner/ resident. Neither Council nor the managing agent and/or manager will be liable for any direct or indirect injury, loss or damage of any nature that may occur. (Revision Approved: August 30, 1979)

**Rule and Regulation No. 27:**

**Radon Mitigation Policy**

Approved and Adopted on April 24, 2012

WHEREAS owners may desire to install in their Units radon mitigation systems, which may or may not require alterations of walls, floors and roofs belonging to the Common Elements of the Association or other owners; and

WHEREAS a variety of options exist to reduce radon levels, such as the sealing of the slab, sub-slab suction, basement pressurization, interior exhaust stack (existing the roof) or exterior venting systems (exiting any wall); and

THEREFORE, RESOLVED that installation of radon mitigation systems require prior written approval of an alteration request by council if any portion of the Common Elements is affected, including the appearance or maintenance of the Common Elements. The preferred method(s) shall not be noticeable by residents nor interfere with the maintenance and improvement of the property, and such preferred options include all the options mentioned above except for the exterior exhaust systems that require placement of vents and pumps on the outside of Units. Exterior exhaust systems will be considered only when the placement (rear of the building), design (placed adjacent to downspouts with matching painting) and installation plan accommodates the standards of the Association with regard to safety, nuisances, aesthetics and building maintenance.

FURTHER RESOLVED that applications for installation of radon mitigation systems shall provide Council with a detailed proposal, at least thirty (30) days before work is scheduled to begin, to include the standard alteration request, signed by the Owner and adjacent unit owners, along with detailed design schematics showing the placement of all materials affecting the Common Elements for the specific Unit under consideration (in other words, a publicly available schematic is not sufficient given the difference between Unit floor plans and construction).

## **Rule and Regulation 28:**

### **Leasing Requirements and Assignment of Rent**

Adopted and Approved December 1, 2015

This Resolution is made on this 1<sup>st</sup> day of December 2015, by Pinehurst Condominium Association, by and through its Council.

WHEREAS, the Association is a Pennsylvania condominium association consisting of 48 Units, located in Upper St. Clair Township, Pennsylvania; and

WHEREAS, the Council has the responsibility for maintaining the Association in a manner that maintains or improves property values; in particular Council believes property values will be enhanced or maintained by preserving its status as a FHA approved community; and

WHEREAS, the Association's Declarations provide that Council shall have the power to adopt and publish rules and regulations governing the personal conduct of the Owners, their Guests, and Residents and Tenants, and to establish penalties for any infractions; and

NOW, THEREFORE, BE IT RESOLVED THAT:

- a) Unit owners are permitted to rent their Units in accordance with the Association's Declarations.
- b) The maximum number of Units that may be leased at any one time shall be 4 units (representing 10% of the 48 Units).
- c) If at any time the number of leased units reaches the maximum number allowable as defined above in subparagraph "a" then the privilege of leasing a Unit shall be based on seniority of ownership. The Property Manager or other designated Agent of the Association shall compile a list (the "lease list") of Unit Owners who wish to lease their Unit by giving the number one listing to the Unit Owner who has owned his Unit for the longest consecutive period of time. The second name on the list shall be the Unit Owner who has the second longest seniority of ownership, and so on.
- d) If, at the date of the adoption of this Rule and Regulation, there should be any Units leased, then all of these Units may continue to be leased and may be renewed or leased to new tenants. Those Units count towards the total maximum permitted. However, if one of these leased Units should not have a current and valid lease in effect for a period of six (6) consecutive months, then such Unit shall lose its grandfather leasing rights and the Unit Owner must place his Unit on the leasing list. Also, if a Unit which is being leased is sold, then that Unit loses its grandfather leasing rights and the new Owner, if they desire to lease their Unit, will go to the last position on the lease list.
- e) Owners qualified and approved to lease their units must provide a copy of the lease and contact information of the tenants to Council and its Agent or Property Manager prior to the lease commencement date. This requirement applies to all lease renewals. In addition, all Unit Owners must provide the Association (or its designated Agent or property manager) with the contact information for both the tenant and the Unit Owners. This shall include names (s), license plate number(s), phone number(s), e-mail address(s) and legal mailing addresses(s).

- f) The lease limitations shall not be applicable to a lease given to an immediate family member to the extent that no rent or monies are paid to the owner of the Unit in exchange for providing living accommodations. Immediate family member is defined as the Unit Owner's spouse, siblings, parents or grandparents.
- g) Any Units which are leased shall be subject to a written lease showing the names of all occupants of the Units and that the lease period is not for less than one (1) year, except that a complying lease for one year or longer which has expired may be continued on a month to month basis provided there are not changes in parties or terms.
- h) Units may be leased for use as a private residential dwelling only. The leasing of any Unit for transient or hotel purposes is prohibited. Unit Owners shall not lease less than their entire Unit.
- i) Unit Owners must notify the Association, its Agent or property manager of all changes in tenancy, including but not limited to lease terminations, new lease agreements and the addition of any residents to a Unit.
- j) The Tenant shall not sublet or assign all or part of the property being leased.
- k) Any and all tenant(s) of a Unit Owner must comply with the provisions of the Associations Declarations, as amended, and Rules and Regulations. If a tenant violates any of these provisions, the tenant shall be deemed in default under the lease. The Unit Owner of such Tenant must notify the Tenant to cure any default(s) within thirty (30) days. If such default(s) is not cured after 30 days, then the Unit Owner must evict his Tenant if requested by the Association. If the Unit Owner fails to do so, the Association may, but is not obligated to, institute such action to have the Tenant evicted as the attorney-in-fact for the unit owner, at the Unit Owner's sole cost and expense, including all legal fees incurred.
- l) This Rule is subject to the appeals process of the Association.
- m) No Unit Owner may lease their unit to a person convicted of a felony or who is required to register with a designated agency. The Association may require that all Landlords provide criminal background checks.
- n) Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
- o) Any provision contained within any previously adopted Rule and Regulation, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.

## **Rule and Regulation 29:**

### **Holiday Decorations and Flags**

Adopted and Approved January 5, 2015

WHEREAS the Council has the power to adopt rules and regulations that govern the exterior conformity and aesthetics of the Common Elements; and

WHEREAS the Association also desires to promote the enjoyment of the premises which shall include decorations and other displays of civic or religious celebration;

THEREFORE, RESOLVED that:

- a) Holidays decorations shall be permitted for extended holidays (Hanukah, Christmas and Halloween) and short holidays (Passover, Easter, July 4<sup>th</sup>, Memorial Day, and Labor Day).
- b) For extended holidays, decorations may be installed and displayed no earlier than thirty (30) days prior to the holiday and must be removed no later than fifteen (15) days following the holiday. For short holidays, the permitted display period shall be limited to seven (7) days prior and seven (7) days after the holiday. Displays of the US flag may be displayed at any time of the year, subject to the conditions noted below.
- c) Exterior lights may be placed on the rear patio, balcony rail and on the front stoop of any Unit, as long as the method of installation does not use nails or any method of fastening that leaves holes or mars the appearance of the exterior wood paneling and trim. Further, lights must be white or translucent in color and shall not pose a hazard or impediment to ingress or egress of the Unit.
- d) Exterior lights and decorations may be placed in the front beds of Units as long as they are freestanding ; no lights shall be strung or attached to trees and shrubs in the front beds and other Common elements of the Association or staked in such a way that trees and shrubs are potentially harmed.
- e) External holiday decorations placed in the front beds or facing the street (Pinehurst Drive) shall not exceed 4' (four feet) in height. No inflatable decorations shall be permitted.
- f) Interior lights and decorations of the inside windows of any Unit is permitted.
- g) Notwithstanding the above, holiday decorations may not be nailed, stapled, draped, pasted or affixed in any manner whatsoever to the exterior structure of any Unit or Common Element or facilities, except for a single flag pole holder which may be nailed or screwed into a vertical stoop roof support for Units with front stoops (odd numbered Units) or onto the vertical trim of the front entranceway to Units without stoops (even numbered Units). US flags shall not exceed 4' (four feet) in length and must be maintained according to generally accepted standards. No other type of flag, sign or insignia may be displayed on or from within a Unit.
- h) In the event of a conflict between Rules and Regulations governing decorations and exterior aesthetics, this latest Rule and Regulation shall govern.

**Rule and Regulation: 30**

**Winterizing Units**

Adopted and Approved June 27, 2015

This Resolution is made on this 27<sup>th</sup> day of 2015, by Pinehurst Condominium Association, by and through its Council.

WHEREAS, the Association is a Pennsylvania condominium association consisting of 48 Units, located in Upper St. Clair Township, Pennsylvania; and

WHEREAS, the Council has the responsibility for maintain the Association in a manner that maintains or improves property values; and

WHEREAS, the Association's Declarations provide that Council shall have the power to adopt and publish rules and regulations governing the personal conduct of the Owners, their Guests, and Residents and Tenants, and to establish penalties for any infractions; and

NOW, THEREFORE, BE IT RESOLVED THAT: All Unit Owners are responsible for protecting their Unit and the adjacent Units between November 1<sup>st</sup> to April 1<sup>st</sup> by maintaining a constant temperature of 55 degrees Fahrenheit, or otherwise making arrangements with the Property Manager acceptable to the Association to secure the property during the Winter.

End of Rules and Regulations

Version 11-12-14, revised 12-15-15

## **Addendum A**

### **Council Resolution**

**For Pinehurst Capital Reserve Fund**

**Pinehurst Condominium Council**

**Upper St Clair, Pennsylvania**

**Written Consent of Council Members in Lieu of Special Meeting**

**Approved this 11th day of April, 2011**

**RESOLVED:** That Council will create a Capital Reserve Fund (Fund) under its Authority granted by its Declarations and By-Laws; the purpose of the Fund is to accumulate funds separate from the general operating accounts for replacement or improvement of the Common Elements or use in extraordinary circumstances to meet the obligations of Pinehurst.

**RESOLVED:** That Council will create a plan intended to build the Fund to a minimum level of \$48,000 by the end of Calendar Year 2011; Council reserves the right at any future date to raise the minimum funding levels above \$48,000 and will take the necessary steps to restore this minimum should the Fund be reduced below \$48,000 for any reason.

**RESOLVED:** That Council will assess Unit Owners of record an average of \$375 effective May 1<sup>st</sup>, 2011, adjusted upwards or downwards in proportion to each Unit Owner's interest, and will continue to increase funding by allocating a portion of regular monthly assessments to the Fund or through additional capital contribution installments that may be approved by Council at a future date.

## **Addendum B**

### **Capital Fund**

### **Plan and Policy**

#### **Pinehurst Condominium Council**

#### **Upper St Clair, Pennsylvania**

#### **Historical Background:**

1. Pinehurst has maintained a regular program of exterior maintenance; the focus of this effort has been to repaint and/or replace trim on a regular cycle that attempts to preserve a consistent condition of and appearance for all buildings. For 2011, the Approved Budget and Capital Plan provides for \$50,900 in Major Repairs and Maintenance, the largest portion of which provides for painting and restoring wood surfaces (\$21,300) and painting and restoring stucco and masonry. (see Schedule B of the CY 2011 Budget).
2. In prior years, new and non-recurring improvements were funded outside the monies provided through regular monthly assessments. There have been two special assessments since Pinehurst was incorporated: a roof replacement project and pavement resurfacing. The current cycle of maintenance is intended to preserve exteriors on a 5 year schedule. (see Exhibit B).
3. During the Annual Meeting of Unit Owners in 2011, a nonbinding vote of those present unanimously agreed that a special assessment was justified to recoup the extraordinary expenses incurred as a result of the winter storms of 2009, as well as to build sufficient reserve funds.
4. In the course of interviewing property management firms, all four finalists commented that the current \$10,000 operating reserve (held as a money market account and certificate of deposit) level was inadequate. All of the firms advised that funding of capital improvements and working capital should be at least \$1,000 per Unit and could be as high as \$2,500 per Unit based on the condition of the common elements.
5. Council has the authority to manage the affairs of the Property, including the ability to set and collect funds for any one or more of four reasons: to fund working capital, for a general operating reserve, for a reserve fund for replacements, and to make up operating deficits from the prior year (see Exhibit A).
6. For Fiscal Year 2010, Pinehurst experienced an operating deficit of \$18,000 (receipts exceeded disbursements by this amount). Funds available for major repairs and regular maintenance are projected to decline from \$63,000 in 2010 to \$34,000 by 2012. This represents a significant reduction in regular maintenance and increases the jeopardy to property values. Not only is the current 5 year exterior painting plan underfunded but we lack funds to address other growing concerns about the condition of ageing trees, roofs and other common elements. There is no reserve for emergency or extraordinary expenses.
7. Some unit owners, and all of the property management firms interviewed, noted that underwriting standards (e.g. FHA) for mortgage applicants often evaluate the financial soundness of condominium associations. Insufficient capital reserves may reduce property values as a result of reduced repair and improvements to the common elements, the difficulty of potential buyers to obtain financing due to lending standards, and the general risk that

the association may be unprepared financially to preserve property values in an emergency (i.e, damages caused by fire, inclement weather or other incidents).

8. Finally, the Approved Budget included a previously agreed 5% increase in the monthly assessment, effective February 1<sup>st</sup>. The Budget projects \$147,009 in receipts from regular assessments. If Council elected to revise the Budget to delay the Capital Improvement Plan by one year, a surplus of just over \$40,000 would be available to contribute to a Capital Reserve Fund.

#### **Approved Capital Fund Plan & Guidelines:**

1. While current and future Councils may seek additional advice on the long-range capital needs of the community based on an assessment of the condition, longevity and projected replacement cost of common elements, and may elect to increase the minimum Fund level in the future, it would be prudent if not an imperative to begin accumulating capital reserves during the current term.
2. Council proposes to create a new Capital Reserve Fund, to be segregated from the Operating Fund(s) managed by the proposed property management firm. The Capital Reserve Fund could be used to provide working capital for the normal operation of the Association, if approved by Council and authorized according to procedures to be defined by Council. However, the primary purpose of the Capital Reserve Fund would be to first provide for the long term improvement of the Property, as well as secondarily act as an emergency reserve.
3. Council approves(ed) a one-time capital reserve contribution of all Unit Owners of record as of May 1<sup>st</sup>, 2011, an average of \$375, or Three Hundred Seventy Five Dollars (adjusted upwards or downwards in accordance with each Unit's proportionate interest) to increase capital reserves by the amount of the 2010 deficit (\$18,000). This one-time fee represents the first installment of a Management Plan to maintain a Capital Fund Reserve balance of at least \$48 thousand dollars, or such higher minimum reserve as this or future Councils elect.
4. Council should consider revising the 2011 Operating and Maintenance Budget (for normal repair and maintenance). For example, the Operating and Maintenance Budget could be reduced by \$30,000 to \$20,900, resulting in a year end balance in the Capital Reserve Fund of \$48,000, representing \$1,000 per Unit, excluding the current Certificate of Deposit and money market balances that total \$10,000. While this may sacrifice needed short term repair and upkeep, it does suggest Council may be able to properly maintain the property and structures while adjusting the original plan to build the Capital Fund from a portion of each monthly assessment.
5. In the alternative, Council could also achieve a similar financial target by assessing all Unit Owners of record as of December 31<sup>st</sup>, 2011, a second installment towards the Capital Reserve Fund. For example, a second installment at an average of \$416, or Four Hundred Sixteen Dollars (adjusted upward or downwards in accordance with each Unit's proportionate interest) would also achieve a balance of \$48,000 in capital reserves by the end of Fiscal Year 2011. This ending balance is the result of adding the current reserve balance of \$10,000, the first installment of \$18,000 to recoup the 2010 operating deficit, and an additional installment of \$20,000 to achieve a minimum capital reserve of \$1,000 per Unit for a total of \$48,000 (Forty Eight Thousand Dollars). This decision will be deferred, subject to a subsequent review by and advice from Acri Commercial Realty and other advisors
6. Council contemplates any additional capital reserve assessments, i.e. any funding level above \$48,000, would be supported by a review of the long-term maintenance needs based on the useful life of common elements and a projection of costs required to maintain property values. Of particular note is Article VIII Section 3 which requires approval of two-thirds of Unit Owners for "additions, alterations, improvements or replacements." We can create



the Fund without any limit on the funds accumulated, but we require approval of Unit Owners before major commitments are made. (N.B. this is a provision of the Declaration we should consider revising in 2011, to at least raise the minimum and consider an amendment to reduce the approval from a super majority to a simple majority).

7. Subject to a subsequent review by and advice from Acri Commercial Realty and other advisors, Council will also consider a Capital Fund Contribution payable at the time any Unit is sold, from this date forward, payable by the seller on behalf of the buyer, in the amount of \$500 (Five Hundred Dollars). This “buy-in” provision recognizes that new Owners benefit from the recent investment in the Community and serves as one among several options to ensure the Capital Reserve Fund’s minimum balance is preserved according to the levels established by Council. This option should be reviewed with the property manager and considered by Council in the near future.
8. Finally, Council directs the Property Manager to open a new Capital Reserve Account in an interest bearing, FDIC insured money market account and require that any transfers to the general operating fund would be approved by at least three (3) Council members in writing in accordance with the duties and obligations of the Property Manager as set forth in the Agreement with said property management firm.

**Approved this 11<sup>th</sup> day of April, 2011**