

RULES AND REGULATIONS OF THE SUMMIT RIDGE CONDOMINIUM ASSOCIATION

The Summit Ridge Condominium Rules and Regulations are approved by the Executive Board and are backed by the Declaration of the Summit Ridge Condominium Documents. The Executive Board is given the power to write reasonable Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the property. All unit owners/residents that reside in Summit Ridge are obligated as a member of the Association to follow the Summit Ridge Documents as well as the Rules and Regulations. The unit owner/resident shall at all times obey said Rules and Regulations and shall use their best effort to ensure that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom exercise control and supervision.

Definitions

Capitalized terms used herein without definition shall have the meanings specified for used terms in the Declaration of Condominium or, if not defined therein, the meanings specified or used terms in the Pennsylvania Uniformed Condominium Act, 68 Pa C.S. 3101 *et seq.*

1. "Association" means the SUMMIT RIDGE Condominium Association, Inc., (hereinafter referred to as "Association").
2. "Unit Owner" Any person, corporation, charitable institution, estate, trust or other legal entity who of which acquires legal title, equitable title of both to any unit, through any document of legal proceeding as evidenced in the Office of the Recorder Deeds Allegheny County of Pennsylvania or in the records of the various divisions of the Court of Common Pleas of Allegheny County or any other court of competent jurisdiction.
3. "Resident" Any person who physically lives in or inhabits any unit. So far as this paragraph is interpreted, "physically living" or "inhabits" shall mean that the person who claims a resident has the burden to prove, to the majority of the Summit Ridge Executive Board that he/she meets at least three (3) of the following five (5) requirements:
 - 1) That he/she uses the unit's mailing address on his/her voter registration card.
 - 2) That he/she uses the unit's mailing address on his/her driver's license.
 - 3) That he/she uses the unit's mailing address on his/her automobile registration card.
 - 4) That he/she entered into a valid and enforceable written lease as tenant with the unit owner as landlord.
 - 5) That he/she pays earned income tax to Collier Township with the unit's address being shown on the requisite return.
4. "Executive Board" is Board of Directors of Summit Ridge Condominium Association.
5. "Common Elements" Shall mean all portions of the condominium other than the units, as defined by the Declaration of Condominium for Summit Ridge condominium and/or the Pennsylvania Uniformed Condominium Act, 68 Pa. C.S. 3101 *et seq.*
6. "Limited Common Elements" Shall mean the portion of the common elements in which allocated by or pursuant to the Declaration of Condominium for the Summit Ridge condominium

Association or for the exclusive use of one or more but fewer than all the units, as defined in the Pennsylvania Uniformed Condominium Act, 68 Pa. C.S. 3101 *et seq.*

7. "By-Laws" means By-Laws of the Association.
8. "Declaration" is the Declaration of Condominium, as the same may be amended from time to time.

Conflicts

In case of any conflict between or among these Rules and Regulations, the By-Laws of the Association and the Declaration, the terms and provisions of the Declaration shall control.

Rules and Regulations

1) **Non-Residential Usage**

No part of the Property shall be used for other than housing and the related common purposes for which the Property was designated. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes (Article VIII 8.1.a, pp 9).

No unit shall be rented or any period less than six (6) months, provided that subsequent lease terms to the same tenant may be no less than thirty (30) days. No portion of the unit (less than the entire unit) may be leased for any period. All leases must be written and must provide that failure to comply with the condominium documents and the rules and regulations constitutes a default under the Lease.

No unit owner shall permit his Unit to be used or occupied for any prohibited purpose (Article VIII 8.1.a, pp 9).

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property (Article VIII 8.1.b, pp 9) except where all of the following conditions are met:

- a) Such activity shall comply with applicable Collier Township Zoning Ordinance provisions regarding use and all necessary approvals or permit secured.
- b) Such activity is clearly secondary, incidental, subordinate to the use of the dwelling unit for single-family residential purposes.
- c) Such activity is conducted by members of the family residing within the dwelling unit.
- d) Such activity conducted without:
 - i) signs, displays, storage of goods or other indications of the activity;
 - ii) commercial telephone directory listing of media or other advertising identifying the location of the dwelling unit on which the activity is conducted;
 - iii) additional pedestrian or vehicular traffic or off street parking by clients,

- iv) customers or other personas involved in the activity;
 - iv) involving equipment, procedures or processes which would create noise, vibration, glare, fumes or odors perceptible by others;
 - v) increasing the rate of insurance on the Condominium property or;
 - vi) violating any laws, statutes, ordinances or regulations of any governmental body of the Articles of Declaration, By Laws or Rules and Regulations of Summit Ridge Condominiums.
- e) Only one such activity is permitted per unit.

2) Insurance Risk

Nothing shall be done or kept in any Units or in the Common Elements which will increase the rate of insurance on the property, or the contents thereof, applicable for residential units, without the prior written consent of the Executive Board, which consent may be conditioned upon the unit owner of such Unit being required to pay the full amount of such increase (Article VIII 8.1.e, pp 9-10).

No unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance, or regulation of any governmental body of which will result in the cancellation of any insurance maintained by the Executive Board (Article VIII 8.1.e, pp 10).

3) Signage

No signs, advertising or other displays shall be maintained or permitted on any part of the property except such location and in such form as shall be determined by the Executive Board (Article VIII 8.1.b, pp 9).

A unit owner shall have no right to place any signs of any nature on any part of the Common Elements (Article VIII 8.1.b, pp 9).

Exception

*An exception is a Realtor's sign, a "For Sale by Owner" sign, or "For Rent" sign, which size shall not exceed 18 inches in height x 24 inches in width. Only **one sign per unit** is permitted and said sign shall not advertise the sale price of the unit.*

Exception

A one-time/one-day open house sign/ "tent" will be permitted. The sign can only be displayed on the day of the open house.

4) Obstructions

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Executive Board (Article VIII 8.1.c, pp 9).

- a) The sidewalks, entrances, and all of the Limited Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from a unit.

b) You are not to store therein any carriage, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, toys or any other objects of similar or dissimilar type and nature.

5) Planters, Pots, and Flowers

Live plants must be kept in containers designed for such purpose and may not obstruct any walkway, sidewalk, or driveway.

6) Statuary/Other Objects

Statuary and other objects that are put out for displays that are not plants, pots or live flowers must have Executive Board approval. Examples of statuary: cast concrete or stone objects, carved rocks, antique items, ceramic figures, etc.

7) Planting Beds

The Executive Board must approve all additional plantings or planters placed on the common elements. The Executive Board may require the removal of any additional planting that in its sole discretion are unsightly or inappropriate in appearance to the community.

8) Garage/Moving Sales

Garage or Moving sales are not permitted, unless part of a Summit Ridge community garage sale to be held at the discretion of the Executive Board.

9) Window Dressings

The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items, which must be white or off-white in color, visible on the exterior of the units (Article VIII 8.1.d, pp 9).

a) The Executive Board may require the removal of any interior blinds, shades, screens, decorative panels, window or door coverings attached, hung, or used in connection with any window or door in a Unit, in such a manner as to be visible to the outside of the Building, if the same, in the sole discretion of the Executive Board, are offensive or inappropriate in appearance.

10) Additions/Improvements/Attachments

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls, roof or any part thereof, of the Units or on the property including, but not limited to, any sign, awning, canopy, shutter, radio or television antenna, satellite dishes, flags, shutters, without the prior written permissions of the Executive Board (Article VIII 8.1.f, pp 10).

Any unit owner/resident that has affixed an object to the unit assumes the responsibility to maintain, repair, or replace, at his/her own expense, all portions of his/her unit, which may cause injury or damage to the unit, other units, or to the common elements.

a) Window Air Conditioning Units/Window Fans

No window air conditioning units, and/or window fans of whatever type other than those installed as of the date of this declaration is recorded or those thereafter installed by the

Declarant may be installed without the prior written permission of the Executive Board (Article VIII 8.1.f, pp 10).

- b) Hot Tubs
No improvements, such as hot tubs, Jacuzzis, etc. may be affixed to or installed in or on balconies, patios or in or on the common elements or limited common elements without prior written consent to the Executive Board.
- c) Satellite Dishes
No radio or television aerial wire, antenna tower, satellite dish (in excess of 39" in diameter), whether permanent or temporary, shall be maintained outside of any unit. Provided, however, that for permitted satellite dishes, the dish, installation, maintenance or use complies with the Federal Communications Commission Over-the-Air Reception Devices Rule adopted October 14, 1996 as amended.
- d) Awnings
You have to receive a written consent form from the Executive Board before the purchase of an awning. The only approved color is Hunter/forest/dark green.
- e) Holiday Decorations
Holiday decorations for that specific holiday can only be displayed up to 15 days before and up to 15 days after the respective holiday. Traditional holiday decorative lights may be displayed from Thanksgiving day until January 22.
- f) Bird Feeding
Bird feeders, birdhouses, bird baths, disbursement of bread crumbs, etc. on the ground or any object that is used to attract birds are prohibited. Hummingbird feeders are permitted.

11) Animals

No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Units or in the Common Elements, except a maximum of two (2) household pets may be kept in a Unit (Article VIII 8.1.g, pp 10).

- a) *All pet waste shall be **immediately and properly disposed of by the Unit Owner** (Article VIII 8.1.g, pp 10).*
- b) *Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property with written notice from the Executive Board (Article VIII 8.1.g, pp 10).*
- c) The breeds are restricted because of their temperament: Rottweiler, Doberman Pinscher, American Bulldog. All breeds of Mastiff, American Pit-bull and/or any combination of these breeds and/or mix.
- d) In no event shall any pet be permitted in any outside area to run free. It must be leashed at all times and must be in control by the owner.

- e) All pets must be properly licensed and vaccinated.
- f) If an animal causes damage to the limited common elements and common elements, the unit owner is responsible for the cost of repairs.

12) Noxious or Offensive Activity

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. (Article VIII 8.1.h, pp 10).

- a) No unit owner/resident shall play upon, or permit to be played upon any musical instrument, or operate, or permit to operate, any stereo, CD player, television set, or sound amplifier, in his/her unit in such a manner as to disturb or annoy the occupants of other units.
- b) No unit owner/resident shall conduct or permit to be conducted, vocal or instrumental instruction at any time in such a manner to disturb or annoy the occupants of other units.

13) Clothes Lines

No clothes, sheets, blanket, laundry or other articles of any kind shall be hung out or exposed on any part of the Unit or Common Elements (Article VIII 8.1.i, pp 10).

14) Cleanliness

The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. (Article VIII 8.1.i, pp 10-11). Examples include but not limited to trash, garbage, Christmas trees, dog feces, carpeting, wood, scraps, building materials, etc.

No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, baby carriages, playpens, bicycles, wagons, toys or vehicles be left unattended on any part of the Common Elements (Article VII 8.1.j, pp 11).

No Unit Owner shall place or store anything on the patio, courtyard, covered porch, or deck appurtenant to his Unit, nor shall such patio, courtyard, covered porch, or deck be decorated, painted or otherwise altered, if, in the opinion of the Executive Board, such placement, storage, decorating, painting, or alteration would create an unsightly condition (Article VIII 8.1.i, pp 11). This shall not be construed as prohibiting residents from leaving their patio/balcony furniture out as long as it is in a neat and orderly fashion.

15) Appliances and Electrical Equipment

All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a unit shall comply with all rules, requirements, regulations, and recommendation of all public authorities and boards of fire underwriters having jurisdiction.

16) Vehicles

No unit owner/resident may park or store in their unit, on their patio or balcony, limited element, or in or on any common element of the condominium, or in any roadways, tractor trailers, large commercial trucks or boats trailers. Variation to this rule must be made with written request to the Executive Board.

- a) All motorcycles, recreational vehicles, and golf carts must be housed within the unit.
- b) Motorcycles, dirt bikes, or other vehicles are not permitted on the common elements.
- c) Any vehicles other than those listed above that can be housed in the unit garage may park in the unit drive or other parking area in the complex.
- d) All trucks, trailers, or vans utilized for commercial purposes are permitted to park in the lots.
- e) The only except to this rule is if a vehicle needs to be used for disability. The Association complies with the American Disabilities Act.

17) Vehicle Repairs

No vehicle repairs taking more than 24 hours shall be permitted to take place. All vehicle repairs must take place in the driveway of the Owners Unit and not in the parking areas, turnaround areas or roadways.

18) Vehicle Parking

- a) The use of all parking areas situated in front, back or side of any unit shall be limited to currently licensed and inspected automobiles which are in operating condition.
- b) A unit owner shall be permitted to utilize only one parking space per vehicle in the car lots. The vehicle must fit within the confines of the parking space, and a vehicle shall be prohibited from obstructing the ingress or egress of any vehicle.
- c) No parking is permitted on the private streets in the complex between 2:00 a.m. and 6:00 a.m.
- d) The turnaround areas are not to be used for parking at any time.

19) Garbage Disposal

All trash, garbage and other waste must be placed in a garbage can with a lid and/or plastic bags with bag ties, and placed curbside after 5:00 p.m. each night before the scheduled morning pickup. All municipal recycling containers and garbage cans must be stored inside the unit.

If a garbage cans is used it must be removed from the curb/common area the day of the trash collection.

20) Drains

Drains, water closets, baths, showers and the like shall not be used for any purpose other than that for which designed, nor shall any sweeping, rubbish, rags, cat litter, or any other improper articles be thrown into the same. The cost of repairing any damage to the building resulting from any such misuse shall be borne by the unit owner of the unit where the misuse occurred.

Complaints

- 1) Any complaints regarding the maintenance and condition of the common elements or the action of the Executive Board or its officers, agents, employees or independent contractors **must** be made in writing to the Executive Board or the Manager which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action is taken by the unit owner/resident.
- 2) All alleged violations of the rules and regulations must be on the form provided by the Executive Board. Written notice must include the following:
 - a) the nature of the violation;
 - b) the date and approximate time of the violation;
 - c) the approximate location of the violation;
 - d) the name and/or unit address of the offending party;
 - e) the name and/or address of the person reporting the violation;
 - f) a statement that the person actually observed the violation; and
 - g) any other information that may aid the Executive Board in resolving the violation.
- 3) Upon receipt, by the Executive Board, of two (2) notices or letters containing the required information in Section 1 above, or upon the vote of a majority at an Executive Board meeting, the Board shall authorize the mailing of a warning letter describing the violation, demanding that any such violation cease, and if appropriate, that any common elements damaged by the violation be restored.
- 4) If a violating party does not comply with the warning letter, or, if the violation endangers residents, common elements or in any case if the Board determines that a warning letter would not be effective, then the Board or its authorized representative will send, via **certified** mail, a written notice to the offending party stating the following:
 - a) A description of the nature, time, and place of the violation.
 - b) A demand that the violation cease and that any damage to the common elements be restored.
 - c) A statement that, if the violation does not cease within ten (10) days of the date of the letter, that a fine in the amount of \$50.00 shall be imposed upon the offending party.
 - d) A statement that if the offender wishes to appeal such fine, he must contact the Board **in writing**, within seven (7) days from the date of the letter, requesting a hearing at the next Board meeting.
 - e) A warning, that, if the violation is of a "continuing" nature, and continues past such seven (7) day period, that an additional \$75.00 fine will be imposed on the eighth (8th) day, and fines ranging from \$100.00 to \$1,000.00 thereafter will be imposed, until the violation has been cured, or if the violation is of a reoccurring" nature and constitutes a specific incidence or occurrence as opposed to a continuing condition, a warning that, if the violation occurs again, that an additional \$500.00 fine will be imposed for each time the violation occurs.
 - f) That damage caused by any violation will be assessed against the offending party, and that the attorney's fees may be assessed.

- 5) In the event of the offending party request a hearing before the Board, the Board will stay in the imposition of any fine until the Board disposed of the case; however, the fine will be reinstated in the full amount which would have accrued since the date of the initial imposition of the fine in the event the Board determined that the violation did, in fact, occur.
- 6) At such time as the level of fines against the offending party reaches \$500.00 and have not been paid and/or the violation is continuing, the case will be turned over to the attorney for the Condominium Association for collection and/or to obtain a court order to enforce the rules and regulations.
- 7) If the violation has ceased, but the fine(s) have not been paid with thirty (30) days of imposition, regardless of amount, the case will be turned over to the attorney for the Condominium Association for collection.
- 8) If there is any damage to common elements, the damage will be assessed against the offending party. Within ten (10) days before the Board assesses such cost, the Board shall notify the offending party **in writing** stating the amount of such cost and the violation which caused the damage. The offending party will have thirty (30) days from the date of such notice to appeal to the Board and request a hearing at the next Board meeting.
- 9) If at the hearing the Board rules in favor of the unit owner, the occurrence shall be removed from the file and not be held in the future, as a violation under this policy, and all fines will be waived.
- 10) Following receipt of three (3) NSF checks, there will be a charge in the amount of \$25.00 added to monthly assessments.

Complaint Appeal Process

- 1) If you feel that you have received a letter of violation in error, or feel that no violation was committed, then you have the right to appeal.
- 2) Steps in appealing a violation:
 - a) A letter must be **written** within ten (10) days of receiving the **certified** violation letter. The letter shall be mailed or faxed to the management office.
 - b) The Rules and Regulations Committee then reviews the letter, at which time they will evaluate the violation in question. The committee will then make a recommendation to the Summit Ridge Executive Board to review.
 - c) The resident appealing can request to attend the Executive Board meeting.
 - d) The Summit Ridge Executive Board will make the final decision on the appeal.

Alteration Request Form

Alteration Request Form can be obtained at the management office (or at www.rjcmgt.com). The Executive Board must approve all improvements.