

**SADDLEWOOD CONDOMINIUM
ASSOCIATION**

RULES AND REGULATIONS

DATE APRIL 20, 2020

**Supersedes (Replaces)
Consolidated & Adopted Copy dated August 19, 2014**

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**RULES AND REGULATIONS OF
SADDLEWOOD CONDOMINIUM ASSOCIATION
APRIL 20, 2020**

SECTION A. AUTHORITY

1. Saddlewood Condominium Association (“Association”), acting through its Board of Directors, has adopted the following Rules and Regulations (“Regulations”). The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association of the Board of Directors concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto. These Regulations replace those of August 19, 2014 (with a revision dated August 15, 2016 – Garage Sales).
2. The Rules and Regulations outlined herein explain the policies and guidelines established by the Board of Directors of Saddlewood Condominium Association, designed to ensure a clean, quiet, safe, uniform and valuable environment for all.
3. Wherever in these Regulations reference is made to “Unit Owners” such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owners. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
4. It is the responsibility of the Board of Directors to administer and enforce the rules and they are empowered by the Act, the Declaration, the Bylaws and these Regulations to take such legal and/or administrative action as may be necessary to ensure compliance. Violations may be unintentional, the result of a misunderstanding, or easily remedied by informal means, and both a formal and administrative procedure has been established in SECTION D. ENFORCEMENT of these Regulations for the benefit of all members of the community.
5. It is the responsibility of each resident and unit owner to cooperate and adhere to the rules of the Condominium governing the buildings, patios, porches, drives, driveways, grounds, parking areas, streets, private road and any other appurtenances. Each Unit Owner has the right and is encouraged to report potential violations to the Management Company so a determination can be made on each individual violation.
6. Some Regulations are taken in whole or in part from the applicable provisions in the Declaration of Condominium of Saddlewood Condominium Association, the Bylaws of Saddlewood Condominium Association, or the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, Title 68 (Pennsylvania Uniform Condominium Act, 68 Pa) as it may be amended from time to time. In the event of any conflict or ambiguity, the applicable provisions of the Act shall govern.

SECTION B. DEFINITIONS

1. Unit Boundaries (§3202 of the Act).

- (a) If walls, floor or ceilings are designated as boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements.
- (b) If any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.
- (c) Subject to the provisions of paragraph (b), all spaces, interior partitions and other fixtures and improvements within the boundaries of a unit are a part of the unit.
- (d) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

Unit Boundaries (Article II Section 2.2 of the Declaration). The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit. Each Unit shall also consist of all spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall include the items within the title lines described in paragraphs (a) and (c) of §3202 of the Act (above) which are appurtenant to the Unit.

2. Limited Common Elements (§3209 of the Act).

- (a) Allocation. Except for the limited common elements described in section §3202(b) and (d), (relating to unit boundaries), the declaration shall specify to which unit or units each limited common element is allocated. That allocation may not be altered without the consent of the unit owners whose units are affected.
- (b) Reallocation. Subject to any provisions of the declaration, a limited common element may be reallocated by a recorded assignment executed by the unit owners between or among whose units the reallocation is made, or by an amendment to the declaration executed by those unit owners. The persons executing the assignment or amendment to the declaration shall provide a copy thereof to the association.
- (c) Common Elements Not Previously Allocated. A common element not previously allocated as a limited common element may not be so allocated except pursuant to provisions in the declaration made in accordance with section §3205(7) (relating to contents of declaration; all condominiums). The declaration may provide that the allocations shall be made by deeds or assignments executed by the declarant or the association, or by amendments to the declaration.

Limited Common Elements (Article III Section 3.1 of the Declaration). The balconies and patios which are attached to Units, as shown on the Plats and Plans, are Limited Common Elements appurtenant to the Units they serve. Portions of the Common Elements are marked on the Plats and Plans as "Common Elements which may be assigned as Limited Common Elements." These limited common elements are all of the private garages and storage areas in the Common Elements. Declarant reserves the right to make the initial assignment of these private garages and storage areas as Limited Common Elements for the exclusive use of certain Unit Owners to whose Units these private garages and storage areas shall become appurtenant.

Declarant may assign such Common Elements as Limited Common Elements pursuant to the provisions of Section §3209 (c) of the Act by making such an assignment in a written lease for assignment or in the deed to the Unit to which such Limited Common Element private garages and storage areas shall be appurtenant or by recording an appropriate amendment to the Declaration. Such assignments by Declarant may be to Units owned by Declarant.

3. Use and Occupancy of Units and Common Elements

No part of the Condominium shall be used for any purpose except housing and the related common purposes for which the Condominium was designed. No industry, business, trade (commercial, religious, educational or otherwise) designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon the unit. Each Residential Unit shall be used as a residence for a single-family unit, with the allowance of an in-home office.

Use and Occupancy of Units and Common Elements (Article VI Section 6.1 of the Declaration)

The occupancy and use of the Units and Common Element shall be subject to the following restrictions:

- (a) The Units shall be used as single-family residences only with the exception of an in-home office
- (b) Reasonable Rules and Regulations, not in conflict with the provisions of the Declaration and by approval of the Declarant.

- 4. Insurance** Each and every unit owner is responsible to properly insure their own unit as they deem appropriate. Each and every unit owner who requires or causes a claim to be made against the Master Insurance Policy for any and all reasons will be totally responsible for the deductible portion of the Master Insurance Policy and any costs not covered by insurance. Each and every unit owner who requires or causes a claim to be made against the Master Insurance Policy for any and all damages to their own unit must file a claim with their personal homeowner's insurance carrier in addition to the Association filing a claim with the Master Insurance Policy. The Executive Board reserves the right to use its discretion as to the unit owner's responsibility for the payment of the deductible or uncovered claims. The factors the Executive Board will consider include but are not limited to mitigation of damages by the unit owner and the cause of the loss.

Insurance (§3312 of the Act)

- (e) Unit Owner may obtain insurance. A unit owner may insure his unit for all losses to his unit, including all losses not covered by the insurance maintained by the Association due to a deductible provision or otherwise. An insurance policy issued to the Association shall not prevent a unit owner from obtaining insurance for his own benefit.

5. Upkeep of Condominium (§3307 of the Act)

- (a) General Rule. Except to the extent provided by the declaration or section §3312(d) (relating to insurance), the Association is responsible for maintenance, repair and replacement of the common elements and each unit owner is responsible for maintenance, repair and replacement of his unit. Each unit owner shall afford to the Association and the other unit owners and to their agents or employees, access through his unit reasonably necessary for those purposes. If damage is inflicted on the common elements or any unit through which access is taken, the unit owner responsible for the damage, or the Association if it is responsible, is liable for the prompt repair thereof.

Maintenance Responsibilities (Article II Section 2.3 of the Declaration). Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein.

All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element other than a balcony or patio shall be assessed as Limited Common Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units, except that Limited Common Expenses relating to the maintenance, repair and replacement of Garage Limited Common Elements shall be assessed in equal shares against all Units to which Garage Limited Common Elements are assigned.

Ordinary maintenance and repair of patio and balcony Limited Elements shall be the responsibility of the Owners of the Units to which such Limited Common Elements are appurtenant. Structural repairs and/or replacements of such Limited Common Elements shall be the responsibility of the Association, the costs to be charged as General Common Expenses.

6. Complex General Grounds Maintenance

It is the Condominium Association's responsibility to maintain the landscaping and grass during the growing season. The Association will perform snow removal on all sidewalks and driveways if snow is two inches or more. Unit Owners are responsible for changing porch and garage lights. Windows will be washed in the spring and fall; owners will assume any other time. Painting will be done on a maintenance schedule every four years, any other paint request must be requested to the Board in writing.

7. Alterations. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Building or which may structurally change the Building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

Alterations of Units (§3213 of the Act). Subject to the provisions of the declaration and other provisions of law, a unit owner:

- (1) May make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium.
- (2) May not change the appearance of the common elements or the exterior appearance of a unit or any other portion of the condominium without permission of the Association.
- (3) After acquiring an adjoining unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

- 8. Leasing** Leasing is permitted per the following provisions:
- (a) No unit may be leased for transient or hotel purposes, or without a written lease.
 - (b) All leases must be in writing for an initial term of no less than ninety (90) days.
 - (c) A copy of the fully-executed Lease must be furnished to the Executive Board, or its designated agent, within ten (10) days after execution thereof,
 - (d) The Unit Owner/Landlord must provide all Tenants with a complete copy of the Association's governing documents, including the Declaration of Condominium, By-Laws, Rules and Regulations, prior to the execution of any Lease. The Unit Owner/Landlord is responsible for immediately providing all Tenants with any revisions, updates and/or amendments to the governing documents.
 - (e) All leases shall contain a provision that a violation of the Association's governing documents constitutes a breach of the Lease.
 - (f) The Unit Owner(s) and its Tenant(s) are jointly and/or severally liable for any and all violations of the governing documents and/or damage to the common areas by Tenants, their invitees and/or guests.
 - (g) Only those individuals who are named in the Lease submitted to the Board of Directors for approval shall occupy the Unit.
 - (h) No Lease Agreement shall be assigned or sublet without providing a copy to the Board.
 - (i) The Board of Directors reserves the right to amend these Leasing Rules and Regulations at any time, within its sole discretion.

Leasing (Article VIII Section 8.1 Leasing of the Declaration). A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by (i) Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale)

SECTION C. GENERAL POLICIES & RESTRICTIONS

1. **American Flags.** Only American flags, not seasonal or decorative flags, may be displayed. American Flags, no larger than 3' x 5' may be displayed on a pole not larger than 6 feet facing the same direction and at the same level as the front floor entrance of a unit. A standard flag pole holder may be installed. American Flags shall not be hung on exterior walls, over garages or balconies. Display times are up at dawn and down at sunset. Larger flag poles and flags will not be permitted to be fixed in any of the common areas, including lawns or patios.
2. **Attire.** All persons shall be properly attired when appearing in any of the Common Element portions of the Property. Proper attire applies to everyone and shall include a minimum of wearing a shirt/top with pants, skirt or shorts and shoes. Unit owners are permitted to sunbathe in the Common Elements so long as they are Sunbathing:
 - (a). Includes wearing a swimsuit or other appropriate covering; and
 - (b). Must not be viewable from Sundance and/or Sundial.These rules shall also apply to unit owners' guests and relatives.
3. **Bird Feeders.** Prohibited in Common or Limited Common Areas, including decks, balconies, and patios, with the exception that a bird feeder may be placed adjacent to a unit as long as:
 - (a) The bird feeder is located a minimum of 5 feet away from any building, and is placed in a mulched area.
 - (b) The bird feeder is hung from a bird feeder pole no higher than 6 feet. Bird feeders are not to be hung from trees as this could rub or scar the tree bark.
 - (c) The bird feeder does not attract rodents, deer or other nuisance animals (e.g. skunks).
 - (d) The bird feeder is regularly cleaned and maintained in good condition – we do not want to spread disease among the birds!
 - (e) Reserved feed for the feeder must be stored either in the interior of the unit or in a rodent-proof and insect-resistant manner in the garage (glass/metal/ceramic with tight fitting lid of glass or metal or ceramic – (no plastics as mice and squirrels can chew thru all plastics)
 - (f) There should be no sproutable seeds and minimal detritus on the ground around the feeder – this means only shelled large seeds such as sunflower, safflower or peanuts, and treated/irradiated small-shell seeds such as niger thistle. Absolutely no sprouting millet! *Wild Birds Unlimited* on Highland Avenue 15241 has examples of these types of feed in both free-flowing and pre-shaped formats.
 - (g) Feeder contents may not be permitted to mold, rot, or otherwise decay in the feeder - This is especially critical for high fat or high sugar feeds
4. **Children.** Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units, Limited Common Elements and Common Elements. Children are not permitted to play in the shrubs or flowerbeds. Basketball hoops, swimming pools, street hockey, backstops, jungle gyms, swing sets or other such objects are not permitted. No baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property shall be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements. There are public park areas in South Fayette Township specifically designed for children and adult relaxation and play; most notably the nearby Fairview Park off of Boyce Road.
5. **Contractors**
 - (a) All contractors performing major work or alterations on a Unit shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Building. Any Unit Owner who wishes to perform any interior alteration to his Unit shall :

- (1) Refrain from making any interior alteration that will :
 - (a) Impair the structural integrity of the Buildings or any mechanical or electrical system therein;
 - (b) Adversely affect either the fire retardant or sound absorbent quality of the Buildings;
 - (c) Lessen the support of any portion of the Buildings; or
 - (d) Violate any applicable, law, ordinance or governmental rule, regulation or order
- (2) Obtain such insurance coverage with respect to such interior alterations as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations.
- (3) Expeditiously complete all interior alterations without incurring any mechanics' liens.
- (4) Pay the full cost of performing all such interior alterations.
- (5) At such Unit Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations.

(b) Contractors doing remodeling or renovation on the interior of a unit must adhere to the noise provisions outlined in SECTION C. GENERAL, Item 16. Noxious or Offensive Activity of these rules and regulations. As a courtesy, unit owners are asked to notify occupants of adjoining units prior to commencement of a project that is likely to create noise and/or dust. Unit owners must request permission from the SCA Board if a renovation project will require leaving any vehicle, including trailers, on either a private driveway, a parking pad or on the street for a period longer than the ordinary business day. Likewise, owners should request permission for the use of a large waste container on the common elements during the course of remodeling.

6. **Deck, Patio, Porch Furniture.** The appearance must conform to the Association's standards of integrity and appearance. All fixtures placed in the Limited Common Elements Area (i.e. decks, patios, entrance ways) are to be in good taste and complimentary to the existing earth tone color schemes. No awnings and/or canopies are to be hung, displayed or exposed without the prior written consent of the Executive Board. The Board reserves the right to review or determine what is considered acceptable. Each Unit Owner is fully responsible for maintaining the appearance of each Unit premises, Limited Common Elements appurtenant to such Unit and any garage unit. If the Association and/or Management have to intercede to maintain said premises, the Unit Owner shall be charged for such service. Unit owners on 2nd level patios must broom sweep any debris on sidewalks below that may be a result of cleaning their patio.
7. **Electrical Equipment (including radio, television and Satellite dishes, air conditioning units).** All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. Satellite dishes no larger than 19 inches in diameter may be installed only with the written permission of the executive board. No radio or television antennas are permitted. No window air conditioning units are permitted.
8. **Exterior Unit Hangings.** No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other item, subject to federal rules and regulations. A Unit Owner may, however, use an interior radio or television cable facilities provided as a part of the Unit. A clothesline, clothes rack or any other device may not be used to hang any items on any porch, patio or window; nor may such devices be used anywhere on the Common Elements. Porches and patios shall not be used as storage areas. No porch or patio shall be enclosed or covered by a Unit Owner without the prior consent in writing of the Executive Board.

9. **Garage Sales** Three days may be set aside per year (one day each during the months of June, July and August), for the third Saturday of each of these months. This must be requested by the unit owner with date specified. The one day event may be scheduled from 9AM to 5PM. Items for sale may be displayed only in the unit owner's garage and/or in the space in front of the unit garage. No items may be displayed in the common garage driveways or on any of the common lawns. For directional purposes a small lawn sign (8 inches x 10 inches) may be posted only during the day of the event and must be promptly removed following the event. The Managing Agent must be notified of the event.
10. **Estate Sales** One day may be set aside. This must be requested by the unit owner with date specified. The one day event may be scheduled from 9AM to 5PM. Items for sale may be displayed inside of the unit, or only in the unit owner's garage and/or in the space in front of the unit garage. No items may be displayed in the common garage driveways or on any of the common lawns. For directional purposes a small lawn sign (8 inches x 10 inches) may be posted only during the day of the event and must be promptly removed following the event. The Managing Agent must be notified of the event.
- 11 **Garbage and Trash.** No bags or recycling are permitted to be loose outside of containers at the curb. Containers are not permitted to be put out before 4:30 pm the day before pickup and must be removed by 8:30 pm of pickup day. If you cannot retrieve your trash container on time please make arrangements with your neighbor to have it put in front of your garage door.
- (a) For regular garbage/trash pickup, all must be securely placed in bags in sturdy containers before placing the container at the curb for weekly collection (on days designated).
 - (b) For recycling pickup, all must be placed in the South Fayette Recycling container before placing at the curb for bi-monthly collection (days designated).
 - (c) The Board and/or Landscape Committee or persons authorized by them may put a utility storage container along Sundance Drive in the trash alcove in front of the free-standing garages. Landscape Committee members and workers for them at any time during the week may place weeding materials or landscaping debris in the containers for regular trash pickup. Unauthorized use of the container without permission of the Board or Landscape Committee is not permitted. Interference with the use or movement of the container without permission of the Board of Directors will subject the responsible party or parties to penalties or fines set forth under SECTION D. ENFORCEMENT, Item 1, Procedure to Resolve Violations and Item 2. Fines Assessment.
12. **Gasoline/Explosives.** No gasoline or other explosive or flammable material may be kept in a Residential Unit.
13. **Grills.** Both Propane and Charcoal Grills may be used.
- (a) They shall be used at least 5 Feet from the exterior of the structure.
 - (b) Must not be left unattended when in use (must be attended to at all times).
 - (c) Under no circumstances shall propane grills or propane tanks be stored in the garages or interior of the units.
 - (d) At all times, grilling safety and courtesy to all unit owners regarding smoke issues shall be followed.
 - (e) The unit owner will be held responsible for any damage caused by the grill.

14. Herbicide, Pesticide and Toxic Substance Policy. The following policy became effective January 21, 2014. It is the position of the Board of Directors of the Saddlewood Condominium Association (SCA) that herbicides, pesticides and toxic substances should not be used on or about the SCA common grounds, roads and buildings unless absolutely essential to do so. This Policy shall apply to any and all individual condominium owners including their renters, lessees, occupants, agents, assignees, contractors and employees.

- (a) The least toxic herbicide and pesticide products shall be selected and applied in any project requiring the use of such substances. When considering other chemical applications, the least toxic product shall be selected and used.
- (b) The minimal amount of toxic substances necessary to accomplish the maintenance and upkeep of buildings and common areas shall be used.
- (c) For every herbicide, pesticide and toxic substance used, a Material Safety Data Sheet (MSDS) shall be obtained, provided to the Board and SCA Management Company Manager. The Management Company shall maintain a file of all MSDS for these products.
- (d) All hazardous waste from herbicide, pesticide and toxic substance use shall be discarded off-site at a facility set up specifically to accept such materials.
- (e) Where toxic substances are to be used for building maintenance the impacted unit owners shall be notified prior to use and a MSDS Sheet made available for their review.
- (f) Where pesticides and herbicides are to be used within 10 feet of buildings impacted unit owners shall be notified prior to use and a MSDS Sheet made available for their review. Further, a notice of product safety flag shall be posted on the common area or ground in the area of any chemical application.
- (g) Applicators of pesticides shall be a Certified Pesticide Applicator or Certified Pesticide Technician with current licensing and training as defined by the Pennsylvania Department of Agriculture. The Board or Management Company may request copies of these licenses and up-to-date training profiles.
- (h) This policy shall apply, without limitation, to any condominium unit owner, lessee, renter or other unit occupant. This policy shall further apply, without limitation, to any third party agent, assignee, employee, or independent contractor retained by any of the above named parties.
- (i) External pesticide application by a unit owner, lessee, renter or other unit occupant or by any third party agent, assignee, employee, or independent contractor/pest exterminator is strictly prohibited. The SCA Board is empowered to take any and all legal action necessary to immediately enjoin such activities. Further, the SCA's legal remedies to enforce this policy shall be unlimited and shall include in addition to injunctive relief any damages, penalties, fines or monetary assessment allowed by SCA Rules & Documents.
- (j) This policy shall not apply to the interior of individual units. Provided, however, that any application of any herbicide, pesticide or toxic substance capable of migrating or otherwise infiltrating into adjacent units is strictly prohibited. Accordingly, individual unit owners, lessees, renters or occupants are discouraged from using herbicides, pesticides or toxic substances inside units unless done so in accordance with this policy. Further, any party contemplating the use of any herbicide, pesticide or toxic substance which could reasonably be expected to migrate to, infiltrate to, penetrate to or otherwise reach the interior of an adjacent unit must obtain permission of the SCA Board of Directors before undertaking any such application. Failure to do so may result in the Board of Directors seeking relief, including injunctive relief, and/or imposition of fines or monetary penalties.
- (k) Any questions regarding this policy should be directed to the SCA Board of Directors through its Managing Agent. Any party, including any condominium unit owner, lessee or renter, seeking a waiver of this policy must make a request to do so before the Board of Directors.
- (l) Permission to waive or deviate from this policy shall be granted in exceptional circumstances where human health or protection of condominium property is immediately at stake and all non-toxic, least toxic or otherwise minimally harmful and minimally invasive methods have been tried.

15. Insurance Requirements. Nothing shall be done or kept in any of the Common Elements that will increase the insurance rate for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or would be in violation of any public law, ordinance or regulation.

16. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to a Unit Owner or occupants of a unit. No Unit Owner shall make or permit any disturbing noises, inside or outside the Building, and will not permit anything to interfere with the rights, comforts or convenience of other Unit Owners. This includes keeping the volume of any radio, television, musical instrument or other device in their unit sufficiently reduced at all times so as not to disturb other Unit Owners. This is particularly important between the hours of 11 PM-8AM if such shall disturb or annoy other occupants. This also includes cooking or other odors that may be created, which could permeate a Building. And, include any unit work that could unreasonably disturb, annoy, or interfere with the rights, comfort or convenience of other occupants of the Building or the complex.

17. Obstructions. There shall be no obstructions of the Common Elements.

18. Parking.

- (a) Parking policy dictates that unit owner automobiles must be parked in the unit garage, or in front of the unit garage, or an available parking pad. No parking is permitted on the main roadways within the complex – except for emergency or short term stopping.
- (a) Unless approved by the Executive Board, the unit garage, private driveways and the off street parking areas may not be used for any purpose other than parking automobiles and small passenger vans. No buses, trucks, trailers, boats, large vans, stretch cars, recreational or commercial vehicles shall be parked in any parking areas, common driveways and /or private driveways. All vehicles are required to have current license plates and inspection stickers and be in operating condition. No vehicles with "For Sale" signs shall be parked in private or common driveways or in any off street parking areas or curb parking.
- (b) All Unit Owners shall obey parking and traffic regulations in accordance with the municipal authorities. Vehicles parked in violation of laws or regulations may be towed away at the Unit Owner's sole risk and expense including storage costs.
- (c) All vehicles shall be driven at a safe speed while on the property, or in the complex, not to exceed 25 miles per hour.
- (d) Any vehicle too large to fit in a unit owner's garage may not be parked on a private or common driveway.
- (e) Recreational vehicles and boats may be parked in a driveway for the purpose of cleaning, loading or unloading but this may never exceed twenty-four (24) hours.
- (f) If unit owners have more than one car, the additional car or cars must be parked on the unit owner's private driveway and not on the common driveways.
- (g) Parking spaces at the ends of the common driveways are reserved for guests only. Guests may also park on private driveways of their host unit and off street parking pads. However, guests may not park in the common driveways if the guest's parked vehicle interferes with the ingress or egress of a non-host unit owner's private driveway. Please remember your neighbors and obey the rules.

(h) Definitions for purposes of interpreting terms used in the Rules and Regulations are as follows:

- (1) Common driveways are the short access streets between the buildings to which private driveways are connected.
- (2) Private driveways are those used for entry to unit garages.
- (3) Parking pads are off street parking spaces not connected to common driveways and are sometimes referred to as off street parking areas.

19. Pet Rules

- (a) No non-domestic animal may be raised, bred or kept in any Unit or in the Common Elements. A maximum of two dogs or two cats may be kept in any Unit. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets provided that such permitted species are not kept for any commercial purposes. Special circumstances can be presented to the Executive Board for consideration. Certified Service Animals are exempt from these rules.
- (b) A pet may be maintained in a Unit so long as it is not a nuisance. Actions, which will constitute a nuisance, include, but are not limited to, abnormal or excessive barking, and crying, scratching or unhygienic offensiveness .
- (c) All pets must be registered and inoculated as required by law.
- (d) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- (e) Owners of pets must promptly clean up their pet's droppings in all areas of Saddlewood Condominium.
- (f) Electric fences are not permitted.
- (g) All dogs and cats when they are outdoors in the Saddlewood Condominium area, including the walking trail, must be on a leash or lead held by the handler of the dog or cat. Dogs and cats are not permitted to be tied to any trees, growths, stakes, devices, patios or porches in said area. In addition, dogs and cats are not permitted to roam freely and unattended on any patio or porch in said area.

20. Plantings. The planting of plants, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. Sunflowers and artificial flowers of all types are specifically banned from placement anywhere on the Common Elements. No fences may be erected around or on the Common Elements.

21. Seasonal Decorations. The following restrictions apply to the common and/or limited common areas (any area outside of a unit).

- (a) The timing of any holiday decoration is no earlier than 30 days ahead of the holiday and removed no later than two weeks after the holiday.
- (b) Wreaths are the "only" decoration permitted all year long and only on the main door to a resident's unit.
- (c) Trimming, including lights, are not permitted on the masonry, trees or bushes, or on lamp posts. No spot lights are permitted. No lights are to be hung around entrance ways or wrapped around windows or door frames.
- (d) Only white string lights (no colored or multiple lights) are permitted as trim to decks.
- (e) No plastic blow-up figures, or seasonal figures, are to be displayed.

22. Signage. No displays or advertising are permitted on any part of the Condominium. The only exception is that a "For Sale," "For Rent," or "For Lease" sign is permitted to be displayed in the window of a Unit. Also, on the day of an open house by a realtor, the realtor is permitted to place a small sign at the entrance to the drive in the morning of the showing, and must remove it at the end of the day's showing.

- 23. Storage:** Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board.
- 24. Unit Conditions:** Each Unit Owner shall keep the Unit in a good state of preservation, repair and cleanliness.
- 25. Unit Window Coverings.** No blinds, covers, shades, awnings or screens shall be attached to, hung in, or used in connection with any porch or patio unless previously approved by the board. Draperies, curtains or venetian blinds must be installed by each Unit Owner on all windows of the Residential Unit and must be so maintained thereon at all times. Window coverings in front and side windows must be vertical or horizontal white or off white blinds. Window treatments must have a white or off-white lining.

SECTION D. ENFORCEMENT

1. Procedure to Resolve Violations

The Executive Board and Management Company resolves alleged violations. This assumption of powers and duties includes the following:

- (a) The Executive Board and Management Company shall have all powers and primary jurisdiction in all matters contained to handle and to resolve disputes.
- (b) The Executive Board through the Management Company shall submit notice in writing to alleged violators about the infraction, imposition of sanctions and/or penalties when such penalties are confirmed.
- (c) Upon issuing a written complaint or from observation and confirmation of a violation, the Executive Board and Management Company shall try to immediately resolve the violation within ten (10) days. The Unit Owner will be provided an opportunity for a hearing prior to a fine being due. The amount of the fine for an infraction of these Rules is \$25 per day each violation occurs and each day the violation exists constitutes a separate violation for which a fine is due. Fines and penalties issued as a result of violations of these Rules are enforceable as a lien on the Unit and subject to the collection procedures set forth in Section §3315 of the Act, including legal fees and costs provisions.
- (d) When a person is assessed a fine or penalty under the Association Documents, he/she has the right to appeal to the Board in writing to the Board President for a hearing on the alleged violation. This appeal in writing setting forth the reasons for the appeal must be delivered to the President within twelve (12) days from the date of the initial notice of the fine or penalty sent or delivered to the violator.
- (e) The notice of any violation shall inform the Unit Owner of the right to request a hearing before the Executive Board and Management Company. If the Unit Owner does not request a hearing within seven (7) days of the date of the notice of violation, the Unit Owner shall have waived that opportunity and the fines issued will be considered final and subject to collection pursuant to Section §3315 of the Act.
- (f) Depending on the severity of the infraction and response, the Executive Board and Management Company at its option may seek a hearing before a District Magistrate or other legal body to determine liabilities and penalties to be assessed including legal costs, or as provided by law.

2. Fines Assessment

(a) General

1. The severity of the sanctions depends upon the type, length of time, number of warnings and frequency of the violation or violations charged.
2. Resolution of disputes herein gives authority to the Executive Board to impose sanctions or seek remedies, sanctions and penalties before a legal body if it is referred to such legal authority.
3. Sanctions against violators may include one or any combination of the following penalties.
 - (a) a reprimand or warning;
 - (b) fines up to \$200 a day or per occurrence;
 - (c) towing and storing vehicles at violator's expense, if the violation is a parking violation; and,
 - (d) imposition of legal fees, costs and interest.

(b) Standard Fines Assessment

1. A Violation Notification Letter will be sent to the owner of the unit in which the violator (who may or may not be the owner) is residing or visiting, detailing the violation and the date confirmed by a Board member. If this involves an Owner/Tenant, the letter will be sent to the Owner with a copy to the Tenant.

2. It will be stipulated in the letter that “non-compliance” with the letter, within 10 days of the date of the letter, will result in a first violation fine of \$25.00. A warning will be included that, if the violation continues, a fine of \$25.00 per day thereafter will be imposed until the violation has been corrected. The date of the correction must be reported by the Owner to the Management Company and must be confirmed by a Board member.
3. Second violation of the same Rule and Regulation set forth in the Violation Letter will result in a \$50.00 fine, with \$50.00 per day thereafter imposed until the violation has been corrected.
4. Third violation of the same Rule and Regulation set forth in the Violation Letter will result in a \$75.00 fine, with \$75.00 per day thereafter imposed until the violation has been corrected.
5. Fourth and subsequent violations of the same Rule and Regulation set forth in the Violation Letter will result in a \$100.00 fine, plus \$100.00 per day thereafter imposed until the violation has been corrected, up to \$200.00 per day, thereafter, or per occurrence.
6. If any fines imposed by the Board under this policy and procedure are not paid within ninety (90) days of the initial assessment, or the violation continues, the matter may be referred by the Board and Management Company to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney fees, interest and costs incurred shall be assessed and collected against the unit owner. If at any time the unit owner fails to pay any amount due to the Association for any reason, then those sums will accrue interest on the basis of 1.5% per month on the outstanding balance due until said sums are paid in full.