

**SADDLEWOOD CONDOMINIUM  
ASSOCIATION**

**RULES AND REGULATIONS**

**DATE AUGUST 16, 2021**

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April 20, 2020**

**2021  
INDEX**

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**RULES AND REGULATIONS OF  
SADDLEWOOD CONDOMINIUM ASSOCIATION  
2021**

**SECTION A. AUTHORITY**

1. Saddlewood Condominium Association (“Association”), acting through its Executive Board (i.e., 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 Executive Board 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 April 20, 2020.**
2. The Rules and Regulations outlined herein explain the policies and guidelines established by the Executive Board 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 in residence, 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 Executive Board 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 is 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 Association 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 Property Management Office via the violation form located at the SCA website 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, patio walls, 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 the private garages and storage areas in the Common Elements.

**3. 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 except for an in-home office.
- (b) No part of the Condominium shall be used for any purpose except housing and the related common purposes for which the Condominium was designed.
- (c) 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.
- (d) 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.

**4. Insurance (§3312 of the Act)**

Each unit owner is responsible to properly insure their own unit as they deem appropriate. Each unit owner who requires or causes a claim to be made against the Master Insurance Policy for all reasons will be totally responsible for the deductible portion of the Master Insurance Policy and any costs not covered by insurance. Each unit owner who requires or causes a claim to be made against the Master Insurance Policy for 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.

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)**

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. Any replacement of doors, windows, patio walls and patio or deck surfaces must be consistent with the existing materials and colors.

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.

**6. 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, patio wall, 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, patio wall, 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.

## **7. Complex General Grounds and Building Maintenance**

It is the Condominium Association's responsibility to maintain the landscaping and grass during the growing season. Shrubs and trees planted by the Association will be trimmed twice a year. You may request no trim if you wish to maintain the shrub yourself. Requests for landscaping changes including shrub removal or replacement, and tree trimming must be submitted to the Property Management Office. Requests will be forwarded to the Landscaping Committee.

The Association will perform snow removal on all sidewalks and driveways if snow is two inches or more.

Windows will be washed in the spring and fall; owners will assume washing any other time.

Painting will be done on exterior trim and garage doors on a maintenance schedule every four years, any other paint request must be requested to the Board in writing.

Siding will be power washed on a maintenance schedule. Any other power washing must be requested in writing.

Bulbs in lampposts and unit marker signs will be replaced by the Association. Residents should submit a work order to have burned out bulbs replaced. Unit Owners are responsible for replacing and maintaining porch and garage light fixtures, and for changing their light bulbs.

Unit owners are responsible for repair/replacement of all exterior doors, garage doors and windows.

## **8. Alterations of Units (§3213 of the Act).**

Subject to the provisions of the declaration and other provisions of law, a unit owner:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

## 9. Obstructions

There shall be no obstructions of the Common Elements.

## 10. 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 the Property Management Office, 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 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 Executive Board or Property Management Office for approval shall occupy the Unit.
- (h) No Lease Agreement shall be assigned or sublet without providing a copy to the Executive Board.
- (i) The Executive Board 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

The following rules are in accordance with 4 U.S. Code, Chapter 1 – The Flag. Only American flags may be displayed. They can be flown every day. Display times are up at dawn and down at sunset, unless lighted. The flag should not be flown in inclement weather unless it is an all-weather flag.

(a)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 flagpole holder may be installed. As an alternative, flags may be attached to the brick patio wall (Limited common element).

(b)Small flags, no larger than 8" by 12", which are attached to a stick, may be displayed in the mulch area near the resident's front door.

(c)Small flags, no larger than 8" by 12" may be displayed against a window with the union (blue section) at the top left corner as viewed from the outside.

(d)Flags shall not be hung on exterior walls, over garages or balconies.

### 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. These rules shall also apply to unit owners' guests and relatives.

Unit owners are permitted to sunbathe in the Common Elements if their sunbathing:

(a) Includes wearing a swimsuit or other appropriate covering; and

(b) Is not viewable from either Sundance and/or Sundial Lanes.

### 3. Bird Feeders

These are prohibited in Common or Limited Common Areas, including decks, balconies, and patios. A bird feeder may be placed adjacent to a unit if the bird feeder:

(a) Is placed in a mulched area.

(b) Is hung from a bird feeder pole no higher than 6 feet.

(c) Is not to be hung from trees as this could rub or scar the tree bark.

(d) Does not attract rodents, deer or other nuisance animals (e.g., skunks).

(e) Is regularly cleaned and maintained in good condition.

(f) There are 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 Nyjer thistle.

Reserved feed for the feeder is 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). Feeder contents are not to be permitted to mold, rot, or otherwise decay in the feeder, this is especially critical for high fat or high sugar feeds.

### 4. Children

Parents shall always 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.

### 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 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) Secure all necessary governmental permits and approvals at unit owner's expense 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 18, 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 remodeling.

## **6. Deck, Patio, Porch Furniture, Planters**

All fixtures such as furniture, planters or decorative items 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. Planters are only permitted on the porch, patio, or porch pad.

No awnings and/or canopies are to be hung, displayed, or exposed without the prior written consent of the Executive Board. **The Executive 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 must 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. Decorative Lighting and Lawn Ornaments**

Decorative lighting is not permitted to be placed anywhere in the common element or mulched area. Lawn ornaments are only permitted in the common element nearest to the unit owner's front door. These must be exhibited in moderation and in a harmonious/appropriate manner for the community. In the event of a conflict the discretion of the Board shall be final.

## **8. 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 or Property Management Office. These must not be visible from the street. The owner of the dish is responsible for installation and repair of any damage that may occur as a result.

Radio or television antennas are not permitted anywhere on the exterior of a unit. A Unit Owner may, however, use an interior radio or television cable facilities provided as a part of the Unit. No window air conditioning units are permitted. No additional lighting may be affixed to the building exterior walls or roof, nor installed in the mulched area.

### **9. Exterior Unit Hangings and Storage**

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 plants, laundry, clothing, rugs, signs, awnings, canopies, shutters or any other item subject to federal rules and regulations. 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.

### **10. Estate/Garage Sales**

Two consecutive days may be set aside. This must be requested of the Executive Board through the Property Management Office by the unit owner with dates specified. The 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 at the street entrance only during the days of the event and must be promptly removed following the event.

### **11. Garbage and Trash**

- (a) 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.
- (b) Trash containers must be stored inside the unit between trash collection days. No trash containers may be stored on porches, patios or anywhere in the common element.
- (c) On days designated for weekly collection garbage must be properly secured in containers of 40 gallons or less or tied in plastic bags, with each can or bag weighing no more than 50 pounds each.
- (d) For recycling pickup, all must be placed in the South Fayette Recycling container before placing at the curb for bi-monthly collection (days designated).

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 Executive Board will subject the responsible party or parties to penalties or fines as deemed appropriate by the Executive Board.

## **12. Gasoline/Explosives**

No gasoline or other explosive or flammable material may be kept in a Residential Unit.

## **13. Grills and Fire Pits**

Both Propane and Charcoal Grills may be used. They shall be used at least 5 Feet from the exterior of the structure and must not be left unattended when in use. Under no circumstances shall propane grills or propane tanks be stored in the garages or interior of the units. At all times, grilling safety and courtesy to all unit owners regarding smoke issues shall be followed. The unit owner will be held responsible for any damage caused by the grill. Fire pits are prohibited.

## **14. Herbicide, Pesticide and Toxic Substance Policy**

The following policy became effective January 21, 2014. It is the position of the Executive Board 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 essential to do so. This policy shall apply to all individual condominium owners including their renters, lessees, occupants, agents, assignees, contractors, and employees.

If used:

- (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 quantity 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 by SCA Property Management Office and provided to the Executive Board upon request. The Property Management Office shall maintain a file of all current MSDS for the products. They will also be made available via the SCA website.
- (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) The Herbicides listed here are the ONLY ones that residents may use to destroy grass and weeds in mulched areas, cracks in driveways, and around rocks. Do not use in the lawn area. They are environmentally and pet safe, contain no Glyphosate, and are easily available at Walmart. MSDS are available online and at the Association Website.
  - 1) Doctor Kirchner Natural Weed and Grass Killer
  - 2) Green Gobbler Vinegar Weed Killer
  - 3) Natural Armor Weed Killer
- (f) 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.
- (g) 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.
- (h) 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.

- (i) This policy shall apply without limitation, to any third-party agent, assignee, employee, or independent contractor retained by any of the parties named in the first paragraph.
- (j) 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 Executive Board is empowered to take all legal action necessary to immediately enjoin such activities. Further, 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 the Rules & Regulations.
- (k) 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 Executive Board before undertaking any such application. Failure to do so may result in the Executive Board seeking relief, including injunctive relief, and/or imposition of fines or monetary penalties.
- (l) Any questions regarding this policy should be directed to the SCA Executive Board through the Property Management Office. 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 Executive Board.
- (m) 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 Executive Board. 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. Offensive Activity**

No 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 always reduced so as not to disturb other Unit Owners. This also includes 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. This is particularly important between the hours of 11 PM and 8 AM if such shall disturb or annoy other occupants.

## **17. Outdoor Decorations**

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

- (a) Reasonable front door decorations are permitted all year round if they do not detract from the general appearance of the building.

- (b) Holiday decoration should be displayed no earlier than 30 days ahead of the holiday and removed no later than two weeks after the holiday. This applies to lights and spotlights as well.
- (c) Spotlights are permitted only if placed on a porch or patio. They may not be placed in the mulched area.
- (d) Trimming, including lights, are not permitted on the masonry, trees, bushes, or gutters.
- (e) White string lights (no colored or multiple lights) are permitted as trim to decks, around doors and windows and lampposts during the holiday season only. No drilling or nailing on the masonry, siding or windowsills may be used to secure such lights. Cost to repair damage caused by drilling or nailing anything to the outside of the building will be the responsibility of the unit owner.
- (f) No plastic blow-up figures, or seasonal figures, are to be displayed.
- (g) Nothing may be hung on the cross arm of the lamppost.

The Executive Board reserves the right to review to determine what is considered acceptable.

## **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. Parking pads are not to be used for long term parking. No parking is permitted on the main roadways within the complex – except for emergency or short-term stopping, or at times of paving or other activities that interfere with parking in the Unit Owner’s garage or driveway.
- (b) 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 over ¾ ton, trailers, boats, large vans, stretch cars, recreational or commercial vehicles shall be parked in any parking areas, common driveways and /or private driveways. No vehicles with “For Sale” signs shall be parked in private or common driveways or in any off-street parking areas or curb parking.
- (c) 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. All vehicles are required to have current license plates and inspection stickers and be in operating condition.
- (d) All vehicles shall be driven at a safe speed while on the property, or in the complex, not to exceed 25 miles per hour. (No vehicles shall be stored under protective covering anywhere on the property.)
- (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 or available parking pad and not on the common driveways.
- (g) Guests may park on private driveways of their host unit and off-street parking pads. However, guests may not park in the common driveways. Please respect your neighbors rights 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. Personal Property and Toys**

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.

## **20. Pets**

- (a) No non-domestic animal may be raised, bred, or kept in any Unit or in the Common Elements. A maximum of two pets 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) All dogs and cats must be registered with the Property Management Office. This is for emergency purposes, such as a fire, so the pet may be rescued if the owner is not at home. New residents or residents who add a pet must register them within 30 days of their entry into the neighborhood.
- (c) A pet may be maintained in a Unit so long as it is not a nuisance. Nuisance pet behaviors which include but are not limited to abnormal or excessive barking and crying, scratching, unhygienic offensiveness will not be tolerated. Relief may be sought through local authorities if after a warning from the Property Management Office the behavior does not stop.
- (d) All pets must be registered and inoculated as required by law.
- (e) Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- (f) Owners of pets must promptly clean up their pet's droppings in all areas of Saddlewood Condominium, including the walking trail.
- (g) Electric fences are not permitted.
- (h) 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 addition, dogs and cats are not permitted to roam freely and unattended on any open patio or porch.

## **21. Plantings**

- (a) The planting of trees, and shrubbery of any type on the Common Elements. requires the prior written consent of the Executive Board or the Property Management Office.
- (b) Low growing annuals, perennials, and spring and summer bulbs may be planted by unit owners without prior approval in the mulched area adjacent to their own unit. You are encouraged to select plants that are deer resistant. Any mulch replacement must match the mulch provided by association for that year. All plant material debris must be removed after blooming or at the end of the season.
- (c) Sunflowers, vines, vegetable crops, and artificial flowers of all types are specifically banned from placement anywhere on the Common Elements.
- (d) No fences may be erected around or on the Common Elements.

## **22. Signage**

No displays or advertising are permitted on any part of the Condominium without the consent of the Executive Board or the Property Management Office. 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. Small signs may be displayed on the days of Estate sales and Garage sales (see that section for details).

## **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 Executive Board or Property Management office. Draperies, curtains, or venetian blinds must be installed by each Unit Owner on all windows of their unit and must always be maintained thereon. 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 Property Management Office resolve alleged violations. This assumption of powers and duties includes the following:

- (a) The Executive Board and Property Management Office shall have all powers and primary jurisdiction in all matters pertaining to dispute resolution.
- (b) Upon receipt of a written complaint or from observation and confirmation of a violation, the Executive Board and Property Management Office shall try to contact the resident verbally or by mail or email to resolve the violation as quickly as possible. The Executive Board Members have the discretion of giving a verbal warning, prior to a written notice. If the violation is resolved, no written notice will be necessary.
- (c) If unable to resolve, The Executive Board through the Property Management Office shall submit notice in writing to alleged violators about the infraction, imposition of sanctions and/or penalties when such penalties are confirmed.
- (d) 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.
- (e) 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 Property Management Office and must be confirmed by a Board member.
- (f) The notice of any violation shall inform the Unit Owner of the right to request a hearing before the Executive Board and Property Management Office and appeal the violation. This request must be in writing and explain the reasons for the appeal. It must be delivered to the President or Property Manager within twelve (12) days of the date of the notice of violation, or 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.
- (g) Depending on the severity of the infraction and response, the Executive Board and Property Management Office 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. If the violation is due to failure to pick up dog waste a fine will be assessed with the first violation letter.
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) Fines Assessment

1. The amount of the fine for a first 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 because 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.
2. 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.
3. 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.
4. 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.
5. 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 Property Management Office 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.
6. The cost of mailing of Violation Notification Letters and any subsequent mailing related to the violation will be billed to the owner to whom these mailings are addressed.