

**RULES AND REGULATIONS
OF
TRADITIONS OF AMERICA AT SUMMER SEAT
A PLANNED COMMUNITY**

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A. OVERVIEW

The Rules and Regulations (Regulations) exist within a framework formed by the foundational community documents.

1. Declaration: Per Article VII of the Declaration, a vote of at least 67% of all Unit Owners in the Association is required for amendments to the Declaration, which must meet criteria as established in the Pennsylvania Uniform Planned Community Act (Act) and the Declaration. Amendments are effective upon recording by Allegheny County.
2. Bylaws: Per Article VI of the Bylaws, a majority vote of Unit Owners is required for amendments to the Bylaws, with exceptions outlined in the Article.
3. Rules and Regulations: As stated in Section B of these Regulations, a resolution by the Executive Board (Board) is required for amendments to the Regulations. The Board may also define policies and procedures.
 - a. Capitalized terms in this document are defined in the Declaration, Article II, pages 1-5. Important terms for understanding the Regulations are:

“Common Elements” means the Common Facilities and the Controlled Facilities (such as roofs and siding).

“Common Facilities” means all land, buildings and improvements within the Community which are owned by the Homeowners Association, other than the Units or Homes.

“Deck” means the platform adjacent to and accessible from the rear of Units with walkout basements including any railing or fence and stairs which are part of such platform.

“Driveway” (also called a “Garage Drive”) is the drive leading from the street to a garage that is part of a Unit. A Driveway is a Limited Common Element.

“Entryway” (also called “Service Walk”) means a walkway that connects a Driveway to the entrance of a Unit or any other walkway that is constructed to provide access to a specific Unit, for example a ramp or other path for wheelchair access, and which is a Limited Common Element.

“Limited Common Elements” means that portion of the Common Elements allocated for the exclusive use for one or more, but fewer than all of Units, including Patios, Decks, Driveways, and Entryways.

“Patio” means the paved area on the rear of Units including any railing or fencing for such area.

“Porch” refers to the covered external area in front of some Units additional to the Entryway.

“Unit” or “Home” means a single family dwelling. Two Units may share a common wall.

B. INTRODUCTION

1. Traditions of America at Summer Seat Homeowners Association (Association), acting through its Board, has adopted the following Rules and Regulations. These Regulations may be amended from time to time by resolution of the Board.
2. Wherever the Regulations refer to “Unit Owners,” the regulations apply to the owner of any Unit, as well as their family, tenants, employees, contractors, agents, and guests. Wherever the Regulations refer to the Association, such reference includes the Association and any Community Management Company acting on behalf of the Association.
3. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the Property.
4. The Board reserves the right to interpret, alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board.
5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern. Terms not defined herein shall have the meaning given for such terms in the Declaration.
6. When a Unit Owner seeks prior authorization or written consent from the Board the initial request must sent to the Community Management Company.
7. Because our community combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of their neighbors and their own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.
8. The Board is 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 that all those subject to the Regulations adhere to the provisions of these Regulations. Because

violations may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section C of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

C. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Board shall appoint three (3) Unit Owners to serve one (1) year terms as members of the Association “Internal Dispute Resolution Committee.” Two members shall constitute a quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairperson. Any members of the Committee may serve on the Board.
2. The “Internal Dispute Resolution Committee” shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.
3. Upon receipt of a written and signed Complaint Form (to be provided by the Community Management Company), the Chairman of the Committee shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.
4. If the Community Management Company has not resolved the dispute to the complainant’s satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days’ notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Building and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.
5. The hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.
6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which the member has a personal relationship with either party to the proceeding or in which the member is intimately involved in any other respect. If any member of the Committee shall excuse themselves, or be otherwise unavailable, the Board shall appoint another disinterested Unit Owner to temporarily sit in their stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Board and shall recommend sanction if a violation have been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s):
 - a. (1) Reprimand/warning
 - b. (2) \$ 50.00 Fine
 - c. (3) \$ 100.00 Fine
 - d. (4) \$ 200.00 Fine
 - e. (5) \$ 500.00 Fine
 - f. (6) \$1,000.00 Fine
 - g. (7) Any of such Fines per day or per occurrence, as appropriate.
8. Within twenty (20) days after receipt of the Committee Report, the Board shall ratify the Committee decision and recommendation, unless the Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.
9. In the event the Board does not ratify in accordance with paragraph 8, the Board may hold a second full hearing on the matter and reverse, revise or confirm the decision of the Committee. In such case, the Board may also levy a fine different than that recommended by the Committee, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.
10. Decisions of the Board in these disputes are final as set forth in the Declaration.
11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust internal remedies with the Committee and the Board before seeking redress under the provisions of the Declaration.
12. Fines shall be payable within ten (10) days of imposition and shall constitute assessment liens as provided by the Pennsylvania Uniform Community Act.
13. Sanctions pursuant to the Schedule set forth in paragraph 7 above are not exclusive of any other rights and remedies of the Association for violations or for restraining violations.

D. WORKING CAPITAL CONTRIBUTION

1. A working capital contribution to the Association equal to three (3) months assessments for the fiscal year of the Association in which the title to a Unit is assigned, conveyed or transferred shall be payable by the person, persons or entity taking title to a Unit at the time of the assignment, conveyance or transfer of the title. The working capital contribution shall be disclosed in all Resale Certificates issued by the Association in accordance with Section 5407 of the Pennsylvania Uniform Planned Community Act.
2. The working capital contribution is non-refundable.
3. The working capital contribution is an assessment and constitutes a lien against the Unit, and shall be the personal obligation of the new Unit Owner.
4. No working capital contribution shall be payable upon a purely gratuitous transfer between spouses, domestic partners, former spouses, parent and child, siblings, or grandparent and grandchild, or a trust for the benefit of any of them. A gratuitous transfer is a transfer of the title to a Unit to one of the persons identified above for no consideration or benefit. It shall be the obligation of the new Unit Owner who is asserting that he, she, it or they have received title to a Unit through a gratuitous transfer of the title to provide the Board with copies of the deed, settlement sheet or HUD 1 form, transfer tax form and the affidavit of the new Unit Owner, demonstrating that there has been a gratuitous transfer of the title to a Unit. The Board shall have the power to make the determination of whether a gratuitous transfer has been made.

E. RESTRICTIONS ON USE AND OCCUPANCY

1. Occupancy Restrictions

- a. No part of the Property shall be used for any purpose except housing and the related common purposes for which the Community was designed. Each Unit and its Limited Common Elements shall be used as a residence for a single family or housekeeping unit, its household employees and guests. The Unit may also be used for No Impact Home Based Businesses as provided in the Declaration and pursuant to the Zoning Code of Ohio Township.
- b. The Occupancy Restrictions for a “55 and over” community set forth in Article IX of the Declaration and the Sale and Leasing Restrictions set forth in Article XIV of the Declaration must be adhered to by each Unit Owner.
- c. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon their Unit.

2. Uses of the Unit

- a. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the Property, or Homes or contents thereof applicable for the permitted use, without the prior written consent of the Board. Such consent may require the Unit Owner to bear the full amount of the increase. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Board.
 - b. No gasoline or other explosive or flammable material may be kept in any Unit, except for ordinary use and stored in suitable containers.
 - c. Use of equipment (including but not limited to musical instruments, televisions, audio or other equipment) creating noise or vibration that unreasonably disturbs, annoys or interferes with the quiet enjoyment, comfort and convenience of other occupants of the Property is not permitted in any Unit. Special care in using such equipment should be taken between the hours of 9:00 P.M. and 8:00 A.M.
 - d. No auction or sale of personal property shall be held in any Unit or in the Common Elements without the prior written consent of the Board. Open houses must be scheduled in advance with the Community Management Company. (See Section H, Signs, for permitted Open House signage.)
 - e. Except for roof and outside wall repair, each Unit Owner shall keep the Unit and its Limited Common Elements in a good state of preservation, maintenance, repair and cleanliness and shall ensure no dirt or other refuse is swept or thrown beyond their Limited Common Elements.
 - f. Unit Owners shall keep the interior and exterior portion of their windows clean, including glass doors.
 - g. No Unit Owner shall be permitted access to the roof without prior approval of the Board, unless the circumstance is specifically permitted within the Regulations.
3. Use of Common Elements
- a. The Unit Owners' use of the Common Elements is subject to the Regulations, as adopted and enforced by the Board.
 - b. Neither playing nor lounging shall be permitted nor shall any articles of personal property be left unattended in the Common Elements.
 - c. All persons shall be properly attired when appearing in any of the Common Element portions of the Property. Appropriate attire includes footwear, upper body garment, and

lower body garment. Upper body garments must be worn in all activities, except for men using aquatic facilities. Bare feet are only permitted in the pool, hot tub, pool deck, and the Aerobic room.

- d. Except for awnings and shutters approved or installed by the original builder or approved by the Architectural Review Committee (ARC), no Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or on its Limited Common Elements whether through or upon windows, doors or the exterior of such Unit. This prohibition herein includes without limitation: laundry, clothing, rugs, signs, awnings, grills, portable air conditioning, fans, canopies, shutters, or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas and their wires, or other items be installed by the Unit Owner beyond the boundaries of their Unit or its Limited Common Elements without the written consent of the Board.
- e. No torches, Tiki torches, oil burning lamps or any other equipment using an open flame to provide illumination or heat may be used on any Common Element or Limited Common Element. However, one permanent, natural gas fire pit or fire table is permissible on an uncovered rear Patio. Permanent installations require ARC approval. Use of one portable, propane-fueled firepit or fire table is permitted. Wood-burning fire pits and fire tables are prohibited. The fire pit or fire table must be operated at sufficient distance from the siding walls or railings to prevent melting or fire. The Unit Owner is fully responsible for any damage to property caused by use of the fire pit or fire table.
- f. No permanent pools or sandboxes shall be erected, constructed, used or installed on the Property, except in the Community Facilities. Hot tubs are only permitted if they are within the Unit or, if external, with prior consent of the Architecture Review Committee. An external hot tub must be placed in the rear of Unit and within the sidelines of the Unit.
- g. No exterior lights may be erected on the Buildings or Units, except upon receipt of Architectural Review Committee approval.
- h. No Patio or Deck or any portion thereof may be enclosed or covered unless part of the original construction of the Unit.
- i. No sledding, ice skating, skiing, skateboarding, trampolining, street hockey, rollerblading, snowboarding or snowmobiling is permitted on the Property.
- j. The discharge of firearms, firecrackers, explosives and/or incendiary devices within the Property is prohibited. The term "firearms" includes, rifles, shotguns, pistols, paint pellet guns, BB guns, pellet guns, and all other arms of all types, regardless of size, weight or use, which is capable of discharging any projectile of any size.

- k. Catch or detention basins, drainage areas and storm water control improvements are for the sole purpose of controlling the natural flow of water. No personal property, decorations, obstructions, trash, yard waste, or debris shall be placed in these areas by any Unit Owner.

4. Leasing of Units

- a. Unit Owners shall comply with the provisions of Article XIV of the Declaration regarding Leasing.
- b. The current form of Lease Addendum approved by the Board is available from the Community Management Company.
- c. The current form of Assignment of Rent and Lease is available from the Community Management Company.
- d. No portion of a Unit (less than the entire Unit) may be leased for any period.
- e. All leases must be written and copies must be submitted to the Association ten days prior to the tenant's move into the Unit.
- f. No subleasing is permitted.

5. Outdoor Barbecuing and Cooking

- a. Outdoor barbecuing or other cooking is permitted only on a Patio or Deck. No grills may be used in garages, screened porches, under an awning, or other enclosed or covered areas. Grills may not be used on the lawns or Common Elements.
- b. Only one gas grill, charcoal grill or wood pellet grill may be maintained on a Patio or Deck. Grills may have fitted covers but may not be covered by a tarp or plastic sheet.
- c. When in use, grills must be operated at least five feet away from the walls or railings to prevent siding melting or fire.
- d. Natural gas grills may not be used unless the installation of the gas line was included in original construction or was approved by the Architecture Review Committee.
- e. No more than two tanks of propane gas may be used or stored for use with a propane gas grill. Both tanks must be stored outdoors.
- f. No wood burning smokers or grills are permitted.

6. Storage

- a. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Board unless expressly provided herein or in the Declaration.
- b. Unit Owners may keep outdoor furnishings, including but not limited to chairs, tables, and grills upon their Patio or Deck, provided the furnishings are clean and maintained in good order. Outdoor chairs, tables, and grills may not be kept on lawns or mulch beds.
- c. One bench style storage container, no larger than three feet high, three feet deep, and five feet long, may be kept on the Patio or Deck. No sheds or other storage containers are permitted.
- d. Patios and Decks shall not be used as storage areas with the exception of the storage container described above, patio furniture, and related patio equipment stored during the off-season. If covered for the winter, all grills, patio furniture and related patio equipment must have a tightly fitting cover. No sports equipment, tools or any other personal property may be stored or left on any Patio or Deck. Patio and Deck winterization must include removing dead plants and flowers and storing the pots out of sight.
- e. Garden hoses must be neatly coiled on the mulch bed or Patio, not on lawns and not in the front of the house. Unit owners may place freestanding hose containers at the side or rear of the Unit within the Limited Common Elements immediately adjacent to their Unit.
- f. Each Unit may put out up to three receptacles authorized by Ohio Township at the end of their Driveway on the evening prior to trash collection. Receptacles must be brought indoors by the end of trash collection day. No trash or recycling container may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements.

7. Treatment of Residents, Workers, and Visitors

- a. No occupant of a Unit or guests shall engage in conduct that is unreasonably annoying, offensive, intrusive, harassing, threatening or that creates an oppressive environment for any resident, visitor, or employee of a company that provides services at the Community.

F. RESTRICTIONS APPLICABLE TO PARKING AND MOTOR VEHICLES

1. Prohibited Vehicles

- a. Unlicensed motorized recreational vehicles of any type that are prohibited from Pennsylvania roads may not be operated on the Common Elements. Motorized vehicles include but are not limited to scooters, motorcycles, minibikes, snowmobiles, and skateboards.
- b. Vehicles of any type which broadcast noise or emit foul odors, including but not limited to vehicles without operating mufflers, may not be used on the Property.

2. Parking

- a. All vehicles and personal property in vehicles placed in any Driveway or Community Facility parking areas are left at the sole risk of the Unit Owner. The Association shall in no event be liable for the loss, destruction, theft or damage to such property.
- b. All Unit Owners shall observe and abide by all parking and traffic regulations set forth herein or as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- c. Consistent with [Ohio Township Ordinances 170](#) and [172](#), no street parking is permitted at any time from November 1 of any year to March 31 of any year. Throughout the year no overnight on-street parking is permitted. On street parking is for deliveries, guests and other short term needs only.
- d. No parking on grass is permitted anywhere on the Property.
- e. Homeowners may park boats in their garage; however, no boats shall be parked in the Driveway. No buses, trucks (other than personal-use pickup trucks), trailers, vans (other than passenger vans), stretch vehicles, recreational or commercial vehicles shall be parked in the public parking areas or in Driveways. All vehicles must have current license plates and be in good order and operating condition. No vehicles shall be parked on the Property with conspicuous "For Sale" signs attached.
- f. Consistent with [Ohio Township Ordinance 49](#), parking that blocks sidewalks, parking spaces, fire hydrants, or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Property, the vehicle may be towed at the expense of the Unit Owner and the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

- g. Overnight parking in the clubhouse parking lot is prohibited. However, residents may notify the Property Management Company in advance for temporary overnight parking at the clubhouse in rare circumstances like driveways being sealed.
- h. Those parking spaces designated as “Handicap Accessible Parking” shall be used exclusively by vehicles with current handicap placards or license plates.

3. Vehicle Maintenance

- a. No vehicle shall be left unattended on a jack, and no vehicle shall be placed upon blocks or ramps anywhere in the Common and Limited Common Elements.
- b. No draining or changing of any motor vehicle fluids, fuels, lubricants, refrigerants or oils may be performed on the Common and Limited Common Elements. No motor vehicle fluids, fuels, lubricants, refrigerants or oils may be held, stored, treated, or disposed on the Common or Limited Common Elements.
- c. No vehicle repairs or maintenance may be performed on the Common and Limited Common Elements with the exception of minor vehicle maintenance, including washing and waxing vehicles, cleaning windshields, vacuuming, replacing windshield wipers, touch-up painting of scratches, changing flats, or jumping batteries.

G. PET RULES

- 1. The keeping of pets is restricted under the Declaration. Pets permitted under the Declaration (“Permitted Pets”) may be maintained in a Unit so long as they are not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.
- 2. All Permitted Pets must be registered and inoculated as required by law. Tropical fish are excluded from this limitation.
- 3. Permitted Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- 4. Pets must be accompanied by an adult whenever outside the Unit and carried or leashed.
- 5. Excluding registered service animals, pets are not permitted in the Clubhouse Facilities and Common Areas, including all grass areas in and around the Pool and Hot Tub area and the Pickleball court.
- 6. Any Owner of a Permitted Pet on the Property shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents of the Property and preservation of the Property. Pets must be kept on a non-retractable 6-foot-leash.

7. Owners of Permitted Pets walking on or near the Property must promptly clean up their droppings in all areas. Pet droppings are not to be thrown over any hillside or left in any open areas anywhere on the Property. Plastic bags of dog droppings are to be disposed of properly in the Unit Owner's own trash receptacle, not stored in mulch or any other outside area.
8. No Unit Owner may maintain, raise, breed or keep more than two dogs and two cats within the Unit.
9. No doghouses, dog runs, stakes, invisible fences or animal pens or cages may be installed, erected or used on the Property.
10. Visiting Pets are subject to all rules above.

H. SIGNS

1. No signs of any kind are permitted with the exception of Building Permits, Security System, Rescue Decals, Real Estate For Sale, and Open House signs.
2. One security sign is permitted in the mulch bed in the front of the Unit, contiguous to Unit, excluding mulch beds around trees and utility boxes.
3. Residents shall be permitted, as may be appropriate for their Unit, to display a rescue decal.
 - a. If a rescue decal is used, it must be kept up to date. If circumstances change so that there is no longer need for a rescue decal, the decal shall be removed.
 - b. A resident may display a rescue decal if there are one or more people residing at the Unit that may need assistance from emergency responders during an emergency, or if there are one or more pets kept at the Unit that may need assistance from emergency responders during an emergency.
 - c. If the Unit has an Entryway sidelight installed, the decal shall be displayed no higher than 12 inches from the bottom of the Entryway sidelight. If the Unit has two Entryway sidelights installed, the decal shall be displayed no higher than 12 inches from the bottom of the Entryway sidelight closest to the door latch. If the Unit does not have an Entryway sidelight installed, the decal shall be displayed in the window closest to the Entryway, in its bottom corner closest to the Entryway. Only adopted standard rescue decals may be used.
4. A single "Real Estate For Sale" sign which may not be larger than 24 inches x 24 inches may be displayed. No "For Rent" or "For Lease" signs, or other window displays or advertising shall be maintained or permitted on any Unit.

- a. Owners shall be allowed to place one For Sale sign in the mulch area under the front windows while the Unit is being marketed for sale. Once a sales agreement is signed, the For Sale sign must be removed. No “sold” signs are permitted.
 - b. The sign shall be black metal framed with a neutral gray background and dark blue lettering on an 18 inches x 24 inches main panel with a 6 inches x 24 inches rider. Summer Seat shall be at the top and the real estate company logo or for sale by owner and one rider with the real estate agent’s name shall be within the framed sign. See sign example in Appendix A.
 - c. The cost of the For Sale sign is the responsibility of the Owner or sales agent.
5. Open House signs are permitted only on the day of the Open House. Only one sign is permitted in front of the Unit, with additional directional signs allowed at intersections. The Unit Owner must promptly remove all Open House signs when the Open House is concluded. Open House signs may not be displayed at any other time.
 6. No Unit Owner may erect or permit the erection of any other sign, banner, bunting, advertisement or notice visible from outside the Unit or in, on, or surrounding the Common Elements without the prior written permission of the Board.

I. FLAGS

1. Unit Owners may display one American flag up to three feet by five feet per Unit. The flag may be placed on a pole or a garden flag holder.
2. Flagpoles and holders must be white, black, gray, or match the color of the siding. Flag poles may be no more than five feet long.
3. The American flag may be placed in the mulch bed adjacent to the Unit on a holder no more than five feet from the ground or may be mounted to the Unit’s exterior structure no higher than the top of the first level. Flagpoles and holders may not be secured to siding, roofing or gutter elements. The flagpole bracket must hold the flag at approximately a 45-degree angle for those mounted on the Unit structure.
4. A single small American flag may be displayed in the front mulch bed year-round on either a garden flag holder that is white, black, or gray in color, or on a wooden dowel that is white, black, gray, or natural in color.
5. Multiple small American flags on wooden dowels/sticks can only be displayed in front mulch on the holidays of Memorial Day, Flag Day, July 4th, Labor Day and Veterans’ Day. They may be displayed for two days prior and up to two days after the holiday.
6. A decorative flag is only permitted in the rear mulch bed, Patio, or Deck. (See J.5.g.)

J. EXTERIOR DECORATIONS

1. Safety

- a. As a matter of safety and access for emergency responders, a minimum clearance of 36 inches must be maintained in the Entryway/ Doorway of each Unit at all times.
- b. No decorations may be displayed in a manner that creates a tripping hazard or impedes access to the Unit.
- c. No electric wiring, cables, or extension cords may be placed or laid across any pathway, walkway, or sidewalk in any manner which may create a tripping hazard or interfere with the Association's maintenance access to Common Elements or Limited Common Elements.

2. Restrictions

- a. Decorations may not be affixed to or hung on any exterior lighting, the siding, doorway or window frames, garage frames, or gutters.
- b. Noise producing items, including but not limited to wind chimes and fountains, are not permitted on any Common Element or Limited Common Element.
- c. Auxiliary or decorative lighting is not permitted on any Common Element or Limited Common Element, except for seasonal holiday lighting, solar safety and Patio lighting approved by the Architecture Review Committee, and lighting installed by the builder.
- d. Yard structures, including but not limited to trellises, arbors, and gazebos, are not permitted on any Common Element or Limited Common Element.
- e. Unless explicitly permitted in the rear mulch bed, none of the following items, by way of example and without limitation, are permitted on Common or Limited Common Elements at the front, sides, or rear of any Unit: benches, statuary, plaques, birdbaths, figurines, lawn ornaments, or similar decorations.
- f. Inflatable decorations are not permitted anywhere on the Property.
- g. Artificial vegetation is not permitted on the exterior of any portion of any Unit with the exception of allowed wreaths, swags, and holiday decorations.

3. Decorations in the Entryway

- a. Nothing may be placed in the Entryway if it restricts access space to less than 36 inches.

- b. One decorative side piece is allowed immediately beneath the sidelight window. The side piece must be in muted colors and may not be more than 36 inches high.
 - c. Up to three pots for plants and flowers are permitted. Pots may be up to 18 inches in diameter (or length and width) and 36 inches high and in solid colors. Artificially bright colors are not permitted.
 - d. A single bench is permitted in the Entryway to any Unit so long as a 36-inch safety access to the door is maintained.
 - e. One wreath or swag appropriate to the season is permitted on the front door year around.
4. Decorations on the Windows, Front Porch, and Front and Side Mulch Beds
- a. If the Unit has a front Porch and space exists to maintain minimum Entryway clearances of at least 36 inches, seating for two and a side table are permitted.
 - b. Up to three pots for plants and flowers (Entryway and Porch combined) are permitted. Each pot may be up to 18 inches in diameter (or length and width) and 36 inches high and in solid colors. Artificially bright colors are not permitted.
 - c. Three additional pots for plants or flowers may be kept in the front mulch bed. Pots may be up to 18 inches in diameter (or length and width) and 18 inches high and in solid colors. Artificially bright colors are not permitted.
 - d. One single shepherd hook with one or two hanging plants is permitted in the front mulch bed only.
 - e. One pot or planter up to 18 inches in diameter (or length or width) and 36 inches high and in solid colors is permitted in the mulch/divider between two attached homes or between two garage doors. Artificially bright colors are not permitted.
 - f. Electric candles with white non-blinking lights may be displayed in the windows of the Units, but in no event shall they be more than twelve inches tall.
 - g. Internal blinds or shades must appear white or earth tone when viewed through the window from the exterior. Use of sheets or plastic over any window is prohibited.

5. Decorations on Rear Patios and Decks and Rear Mulch Beds

- a. Pots or planters for plants or flowers within the rear mulch bed or on the Patio or Deck are permitted. Pots or planters may be up to 18 inches in diameter (or length and width) and 36 inches high and in solid colors. Artificially bright colors are not permitted.
- b. One of the planters can be a bird bath filled with soil and converted into a planter OR can be used as a flowerpot "stand". It may not be used as a bird bath or contain water.
- c. Six (6) total decorative items such as statuary or gnome are permitted on the rear patios. An additional three (3) decorative items (total for all rear mulch beds) such as statuary or gnome are permitted in the rear mulch bed(s). This does not include the shepherd hooks.
- d. All bird baths and bird houses are prohibited.
- e. A single bird feeder is permitted in the rear of the Unit in the mulch bed. Seed feeders are only permitted between November 1 – March 31. A liquid feeder may be used year around.
- f. Two single or double shepherd hooks with one or two hanging plants are permitted in the rear mulch bed.
- g. One decorative garden flag of up to 13 inches by 18 inches in size and its holder may be placed on the Patio, Deck, or rear mulch bed.

6. Seasonal/ Holiday Decorations

- a. Fall (Labor Day – Thanksgiving)
 - i. Pumpkins and gourds may be displayed on the Porch, front mulch bed, or Entryway (if 36-inch safety access is maintained) from October 1 to Thanksgiving.
 - ii. During the month of October and ending November 7, pumpkins may be carved into Jack o' Lanterns.
- b. Winter (Thanksgiving – January 15)
 - i. No winter holiday decorations or holiday lights may be displayed until after Thanksgiving Day. All Winter Holiday decorations and lights must be removed by January 15.
 - ii. Decorations are restricted to the Porch or Entryway of the Unit and must be 36 inches or less in height. Additionally, up to two small (48 inches high or less) white, green, silver, or gold artificial trees with white or colored non-blinking lights are

permitted. A 36-inch Entryway clearance must be maintained if artificial trees are placed on the Porch or Entryway.

- iii. One wreath or menorah up to 24 inches per front window, or one swag (with or without bow) per front window is permitted.
- c. Winter Holiday Lighting and Electrical Guidelines:
- i. Only small, white-colored (preferably warm white), colored or multi-colored, non-blinking, UL outdoor approved lights are to be displayed. Lights may only be used to decorate trees, shrubs, and bushes, and to outline the front mulch bed immediately adjacent to the Unit (if kept under 12 inches high).
 - ii. Lights may not be attached or hung on any exterior structure of the Unit, including Porch support columns, the roof, gutters, doorway, garage, and window frames. Except for the artificial trees on the Porch (see (J.6.b.ii. above), lights are not to be attached to any other holiday decorations.
 - iii. A single white spot or flood light may be placed in the mulch bed in front of the Unit so long as it is only used to illuminate the front door/Porch area of the Unit. Lighting devices that project animated designs or colors are not permitted.
 - iv. No colored lights are permitted in garage and Entryway sconces.
 - v. Neither lasers nor projectors are permitted.

K. POOL AND HOT TUB RULES

1. Pool and patio rules

- a. There is no lifeguard on duty. Swimming is at your own risk.
- b. Hours of Operation: No restrictions, however, hours between 9 PM-8 AM are designated as Quiet Pool Hours. No music, no loud conversation and no splashing is requested.
- c. A homeowner must accompany guests at all times while at the pool/patio areas.
- d. Each household is permitted no more than 4 guests. Guests are not permitted to interfere with the homeowners' primary rights of quiet use and enjoyment. Unlike the clubhouse, the pool cannot be rented or used for private parties. Homeowner pool parties are not permitted unless they are an officially sanctioned event of the Homeowners Association.

- e. Children under the age of 18 are welcome in the pool between the hours of 11 AM – 1 PM and 4 – 5 PM and must be accompanied by a resident. Residents will be permitted up to 15 minutes to dry off the children, gather belongings in order to vacate the pool area no later than 1:15 pm or 5:15 pm. Children under 18 are never allowed in the Hot Tub.
- f. An adult supervising a child must be in the pool with a child under the age of 8.
- g. Children in diapers, swim pants or who are not toilet trained may not enter the pool at any time. In case of any accidents related to bodily functions, the resident will be responsible for all associated costs, including but not limited to draining the pool, sanitation, health inspection and refilling the pool. The resident may be subject to additional fines.
- h. Small personal swimming aids such as life jackets and "noodles" are acceptable as long as they are used for swimming support and are taken home after use. Rafts, floats, boats and other large floatation equipment are not permitted.
- i. Pets are not permitted in the swimming pool, patio area or inside the clubhouse.
- j. No running, diving, jumping, horseplay, toys or loud noises is permitted.
- k. Please dispose of all trash in the receptacles provided.
- l. No china or glass containers may be carried into the pool area.
- m. Use of the grill by any homeowner is allowed at any time. The user must fully clean the grill and surrounding area using their own cleaning supplies.
- n. Chewing gum is not allowed in the pool or within the gated area around the pool.
- o. There is no smoking within the pool or patio areas and no smoking inside the clubhouse.
- p. Cover all pool and patio furniture with a towel before applying suntan lotions/oils.
- q. Return all furniture to the original position and location. Close umbrellas when leaving.
- r. Towel off before entering the clubhouse only through the patio kitchen door.
- s. Bathing suits are not permitted in the clubhouse, except to use the rest room, entering only through the door near the patio kitchen. Bare feet are not permitted in the clubhouse.

2. Hot Tub Rules

- a. No one under the age of 18 may use the spa at any time
- b. Towel off before entering the clubhouse.
- c. Do not use the spa if the outside temperature is above 102 degrees Fahrenheit.
- d. Enter and exit slowly.
- e. Do not use the spa alone. Over exposure to hot water may cause nausea, dizziness and fainting.
- f. The maximum time in the spa should not exceed 15 minutes. Take breaks and drink water before entering the spa again.
- g. Pregnant women, elderly persons and persons suffering from heart disease, diabetes or other medical conditions should consult with a physician before using the spa.
- h. Do not use the spa while under the influence of alcohol or drugs that can cause drowsiness or raise or lower blood pressure.
- i. Use the spa at your own risk.

L. LANDSCAPING AND PLANTING

Any use of a contractor or professional service requires a Modification Request for any landscaping or planting (including mulch beds and shrubs). Refer to specific details on the Modification Form.

1. Mulch Beds

- a. A Request for Modification must be submitted prior to modifying the size or shape of a mulch bed.
- b. The new mulch bed may not exceed the existing side lines of the Unit by more than 36 inches.
- c. All beds must employ cut edges consistent with that used throughout the community.
- d. Any newly installed mulch installed must be consistent with the mulch currently used in the Community.

- e. Mulch beds added through an approved Request for Modification must be maintained by the Unit Owner. Mulch must be refreshed annually every Spring at the Unit Owner's expense.
- f. If a Patio is present, the Patio mulch bed may not exceed the side lines of the Unit by more than 24 inches or the width of existing side mulch beds, whichever is wider.
- g. No pavers, stone, or brick edgings may be embedded in mulch beds.

2. Plantings

- a. Homeowners will be responsible for plantings, maintenance, service, and any needed replacements of plantings.
- b. Plantings outside of existing mulch beds require prior approval of the Architecture Review Committee.
- c. Turf areas surrounding all Units are common ground. Unit Owners may plant grass and add soil amendments (such as peat moss) to repair small bare spots without an approved Request for Modification. Large scale turf improvements (greater than 4 square feet or 2 feet by 2 feet) are not permitted unless authorized under the terms of a Request for Modification.
- d. Homeowners may modify the plantings in existing mulch beds, if performed by the homeowner, without approval of the Architecture Review Committee so long as rules below are followed.
 - i. Unit Owners may plant and properly maintain live bulbs, perennials, annual flowers, and shrubs in mulch beds adjacent to the Units.
 - ii. Any new plantings may not expand outward further than 2.5 feet from the side line of the Unit or over the edge of the mulch bed.
 - iii. Plantings in the mulch beds around the Unit must be kept below a maximum height of 4 feet.
 - iv. Plantings around patios for use as privacy screens must be kept below a maximum height of 10 feet.
 - v. Plantings must not interfere with the siding, gutters, or roofing and must be maintained.

M. MODIFICATION TO UNIT EXTERIORS

1. Requests for Modification

- a. A Request for Modification is defined as an agreement reached between the Unit Owner and the Board or Architectural Review Committee (ARC), which allows an addition or change to the exterior of the Unit. The Request for Modification form is available on the HOA website or from the Community Management Company.
- b. Non-compliant modifications completed as part of the original contract with the builder are considered as having had an approved Request for Modification. These non-compliant installations do not establish precedent for any other Unit.
- c. Any external modification, with the exception of plantings in existing mulch beds performed by the homeowners, must be authorized in advance through an approved Request for Modification. Any modification for which a Unit Owner is hiring a Contractor or any other professional service requires an approved Request for Modification before the work is begun (including plantings that are being completed by a Contractor).
- d. Any approved modification becomes the Unit Owner's responsibility for all maintenance, upkeep, repair, and replacement. The Unit Owner is also responsible for repair of any and all Limited Common Element or Common Element damaged during the installation process, to include any current or future damage due to water runoff and or improper drainage.
- e. At time of sale the seller must disclose all approved modifications. These items are normally recognized as improvements to the Unit and therefore need not be removed by the seller.
- f. The specifications below provide guidance for allowable external modifications.
 - i. The Unit Owner must inform immediately adjacent neighbors of the proposed work prior to submitting a Request for Modification to the Architecture Review Committee. The Request form will include fields for neighbors to sign, thereby acknowledging that they were notified of the proposed modification.
 - ii. The Unit Owner may not make any other changes to the grounds or install anything different than approved in the Request for Modification.
 - iii. The Unit Owner is required, as part of the approval process, to advise the Community Management Company once the work is completed. The Community Management Company will then review the job and confirm it is consistent with the approved Request for Modification.

- iv. If the Unit Owner chooses to use a Contractor, the Contractor must be licensed and insured, with a certificate of insurance supplied and received by the Community Management Company before the Contractor begins any work. The certificate of insurance must name Summer Seat HOA as an additional insured party, specifying the following minimum coverage: General Commercial Liability - \$1,000,000; Automobile Liability - \$1,000,000; Worker's Compensation and Employers' Liability - Statutory limits. The certificate must be approved by the Community Management Company before the Contractors may begin work in the Property.
- v. The Unit Owner is responsible to provide any necessary Building Permit approval required by any local or national building codes or governmental bodies.

2. Contractor and Construction Regulations

- a. Contractors must be accredited with good references and licensed to do business in the Township. Any such contractor shall not, in the opinion of the Board, prejudice relationships among contractors or subcontractors or the relationship between such contractors and their subcontractors or employees, or disturb harmonious labor relations in the Property, and if such disturbance shall occur, the Board shall have the right to prevent access to the Property and/or remove such contractor and its employees from the Property.
- b. At the request of the Association, waivers of mechanics liens signed by the general contractor (and subcontractors and material suppliers if necessary) with proof of recording shall be provided to the Community Management Company prior to commencement of work.
- c. Contractors are responsible for removing their construction debris and trash from the Property. No construction debris or materials are to be placed in Common Elements. Contractors must make their own arrangements for removal of construction debris after scheduling and coordinating with the Community Management Company.
- d. Neither the Association, nor its Board nor its Community Management Company shall be responsible for any damage or injury caused by such contractor to a Unit or Common Elements.
- e. Contractors are responsible for repairing or replacing any damage to a Common Element, Limited Common Element or Units caused by the construction process. Should the contractor fail to make such repairs in a timely manner, the Unit Owner contracting the construction shall be assessed the costs of repairs and the Association may act in its discretion to authorize a qualified contractor to make such repairs.

- f. Contractors are only permitted to work in the Property between the hours of 8:00 A.M. to 6:00 P.M. Monday through Friday. Any additional hours must be approved in writing in advance by the Community Management Company.
- g. Unit Owners will be fined for non-compliance with contractor Regulations. The Association may declare a requirement that an individual Unit Owner post a fund to be held in escrow and used for collection of fines, if in the Association's opinion, the Unit Owner's Contractors have failed, or previously had failed, to abide by these Regulations. The unused portion of the fund will be returned to the Unit Owner upon completion of all work.
- h. Each Unit Owner is responsible for requiring their Contractors to comply with all legal requirements including, but not limited to, obtaining permits, which must be displayed at the site.
- i. Unit Owners shall expeditiously complete all alterations without incurring any mechanics' or materialmen's liens.
- j. Use of jackhammers or similar devices must be approved in writing specifically by the Board, which may impose conditions such as timing and hours of such work and requiring a bond to secure liability for damages. At least 48-hour notice to occupants of adjacent Units shall be given each day such work will be conducted.
- k. High-boy metal dumpsters or Bagsters may be used for bulk waste removal. Ohio Township permits are required for dumpsters. Dumpsters and Bagsters may only be placed on the Driveway, with plywood or boards used under metal dumpsters to prevent pavement damage. Dumpsters and Bagsters may not be placed on any other Common Element, Limited Common Element, or in the street. Dumpsters may remain no longer than the 14 day limit set by Ohio Township. Bagsters must be removed no longer than seven days after their initial placement. Dumpsters and Bagsters must be kept securely tarped each night. The surrounding area must be cleaned periodically throughout the day and at the end of each day.
- l. All requests for storage pods will be reviewed for approval on a case-by-case basis with a minimum of 14-day advance notice to the Community Management Company. Ohio Township requires a permit for portable storage units.
- m. Vehicles loading and unloading must be attended at all times. Vehicles may not be left idling for any period of time.

3. Audio, Visual, and Internet Antennas and Satellite Dishes

- a. No TV, radio or television antennas, except those types and sizes of antennas which are specifically permitted under the provisions of the Rules and Regulations of the Federal Communications Commission (FCC), are permitted.
- b. Any Member who installs an antenna of the types permitted by FCC Rules and Regulations is required to give written notice of the installation to the Board.
- c. Any Member who installs an antenna of the type permitted by FCC Rules and Regulations shall be obligated to indemnify the Association for all expenses incurred by the Association, if any, for increased maintenance, repair or replacement costs, insurance and repairs of damages, if any, caused by, or arising from, the installation or maintenance of the antenna upon any portion of the Property for which the Association bears any maintenance, repair, replacement or insurance obligation.
- d. All antennas shall be installed in strict accordance with manufacturer's specifications and the applicable provisions, if any, of the Building Officials and Code Administration ("BOCA") code applicable under the ordinances of Ohio Township. In an effort to preserve the general harmonious appearance of the Property and the Units, and where possible without impairing the quality of signal received, it is requested that consideration be given to installing antennas on the rear roof line of the Units.
- e. In addition to the other requirements set forth herein, in the event that a TV, radio or television antennas is specifically permitted by the FCC:
 - i. The installer must be a licensed and insured contractor and the Unit owner must obtain and send to the Community Management Company a certificate of insurance in favor of the Association for the installation and operation of the dish prior to the installation.
 - ii. Subject to Rule E.3.d., no portion of the antenna or dish may extend over the front, back, or side boundaries of the Unit.
 - iii. No wires can be exposed.
 - iv. The Unit owner shall obtain all necessary permits.
 - v. The Unit owner shall indemnify and hold harmless the Association from any claims and losses related to the installation or operation of the dish.
 - vi. The satellite dish must be removed prior to the sale of the Unit with the property restored to its original condition, or written acceptance of responsibility must be submitted to the Board by the new Unit owner.

- f. No TV, radio or television antennas or satellite dish can be placed on the ground.
- g. In no event shall a satellite dish be larger than 24 inches in diameter.

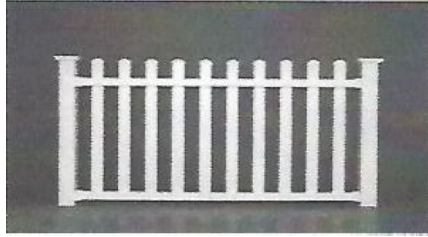
4. Awnings

- a. Only retractable awnings are permitted. Fixed frame or rigid awnings are not permitted.
- b. Only solid color awnings are permitted, with the color of the awning closely matching the color of the Unit's vinyl siding. Striped awnings are not permitted.
- c. The color of awning frames and hardware is to match the color of the Unit siding or be white. Galvanized or unpainted frames are not permitted.
- d. Installation of awnings can only be over Decks or Patios (whole or part) at the rear of the Unit. No installations are permitted on the front or sides of the Units.
- e. An awning cannot extend outward beyond the side lines of the Unit or extend beyond the area of the Deck or Patio to be shaded.
- f. Awnings may be manual or powered. Powered retractable awnings must have concealed wiring.
- g. Installation must not cut through the exterior of the Unit except for lag bolts.
- h. Homeowners are responsible for the maintenance and repair of the awning, the hardware, the mechanisms, and Unit, including siding, where the awning is attached.
- i. The valance can be of any standard style but may not exceed 13 inches in length. The valance color must be the same as the awning.
- j. Any piping or trim on the awning must match the color of the awning fabric. Fringe or tassels are prohibited.

5. Exterior Painting

- a. Residents are responsible for painting shutters, all exterior doors, exterior door frames and molding, garage doors and frames, gables, gable vents, and other architectural trim and moldings. Collectively these items are referred to as Exterior Items.
- b. Permissible colors for Community doors and shutters were established during original construction. A color chart and vinyl-safe paint formulas are available from Sherwin Williams Paints and are found in Appendix B. Door and shutter options include:

- i. Bordeaux
 - ii. Black
 - iii. Midnight Blue
 - iv. Midnight Green
 - v. Musket Brown
 - vi. Tuxedo Gray
- c. Other Exterior Items (garage doors, gables, gable vents, and other architectural trim and moldings) are to be base white.
 - d. Residents of single homes may elect to use their existing color or to select any of the colors listed in paragraph M.5.b. Shutters and doors must be painted the same color.
 - e. Residents of a double Unit may mutually elect to use the existing door and shutter color or to select any of the colors listed in paragraph M.5.b. If color is changed, both Unit Owners must agree to paint their door and shutters simultaneously with the same new color. Shutters and doors must be the same color on both sides of the Unit.
 - f. A Request for Modification is not required for repainting the existing color. A Request for Modification is required for a change in the exterior color scheme. If changes are to be made to a double Unit, the request must be submitted simultaneously by both Unit Owners.
 - g. Any painting above the first floor must be performed by a Contractor subject to Section M.2., Construction Regulations.
 - h. Residents are responsible for any damage done by them, their Contractor, or any other person performing the work. Residents are required to repair any damage to the satisfaction of the Board.
6. Fences
- a. Fences that were not part of the original construction must be approved by the Architectural Review Committee as a Patio enclosure. Fences are not permitted on other Limited Common Elements or any Common Element.
 - b. The specifications for an installed fence in the community must be constructed of white vinyl and be 36 inches in height.
 - c. Any fence enclosing a Patio must have a gate.
 - d. Only picket fences are allowed. Scalloped Fences are not permitted.



- d. The post cap must be white in ball, gothic, or flat shape.



- e. The posts must be installed so that they extend to the further of the frost line or $\frac{1}{2}$ the length of the post.
- f. As part of the installation, a mulch bed must be installed which extends for eight inches on both sides of the fence posts.
- g. The fence cannot extend past the sidelines of the Patio.
- h. The fence cannot be attached to the Unit.
- i. The fence must be kept clean and in good repair at all times, including any gates.
- j. The cost for repair, cleaning and maintenance will be borne by the Unit Owner.

7. Auxiliary Generators

- a. A Building Permit is required.
- b. The generator must be non-portable and permanently installed and powered by natural gas fuel.
- c. Sound output must not exceed 70 dB(A) measured 7 meters from the front of the generator while operating at normal load.
- d. Unit specifications should be similar to Generac QuietSource – Model QT022 or QT027.

- e. Operation should be stand-by with an automatic transfer switch.
- f. Placement determined by Contractor but may not in the front of the house.
- g. Must be placed on cement slab with services underground (not exposed).
- h. The Request for Modification request must clearly document that the proposed installation meets all the manufacturer's installation requirements including set back from the Unit and proximity of landscaping.

8. Gutter De-Ice Systems

- a. The system must include a weather protected GFI outlet on the exterior to power the heat cable. Outlet location must minimize the length of the exposed power cord.
- b. The Request for Modification must clearly document that the proposed installation meets all the manufacturer's installation requirements.
- c. Homeowner will have the system reviewed at the beginning of each fall season to insure it is in good working order.
- d. The Unit Owner is fully responsible for the removal and replacement of all gutter de-ice systems in the event the roof or gutter is replaced.
- e. Any damage caused by the gutter de-ice system is the responsibility of the Unit Owner.

9. Gutter Guards

- a. Gutter guards must be white in color and a permanent installation. They may not replace existing gutter.
- b. The Unit Owner is fully responsible for removal and replacement of guards in the event the roof or gutter is replaced.
- c. Any damage caused by the gutter guards is the responsibility of the Unit Owner.

10. Irrigation Systems

- a. The homeowner assumes all responsibility for the maintenance and repair of damage to the irrigation system. Any damage to the Unit or Association property resulting from a system malfunction, improper maintenance, and operation is the full responsibility of the homeowner. Compliance with all applicable municipal regulations and industry standards is required for installation and usage.

- b. Control boxes must be located within garages. Wiring must be as inconspicuous as possible and exit the garage at the sill plate level, as near to the ground as practical.
- c. Control valves and system electrical wiring must be located as close to the Unit foundation as possible.
- d. Where possible, sprinkler heads should be installed within mulch beds to avoid possible damage from landscaping services.
- e. Water lines and wiring may not be run beneath Driveways, sidewalks, or patios.
- f. Water lines should be installed at a depth of 10-12 inches to avoid possible damage from landscaping services, such as aeration equipment, with the exception of vertical lines running up to sprinkler heads.
- g. Spray heads need to be adjusted or sized to ensure that water does not spray on neighboring Units. Spray heads must be adjusted so as not to routinely spray on the Unit-owner's Unit walls and foundations.
- h. New mulch beds may be created as part of system installation and may be between 18 inches – 36 inches in width. A 48-inch clearance must be maintained between all other mulch beds and structures. Any new 18-inch-wide mulch beds associated with the system may be planted with annuals, bulbs, or perennials without additional modification approval. An 18-inch-wide bed is deemed too narrow for shrubs or bushes. Plantings should not interfere with water spray patterns.
- i. Any new mulch beds created by the system installation must be rounded at corners and smoothly transitioned into any interconnecting existing mulch beds.

11. Patios/ Decks

- a. Patios or Decks are not permitted to extend beyond the sidelines of the residence. Bump outs are excluded in defining a Unit sideline.
- b. The depth of the Patio or Deck, the distance extending outward from the rear of the Unit excluding sunrooms and screened porches, will be determined by such factors as lot size or lot setback limits; elevation differentials; proximity to swales and walking paths; but shall not exceed the shorter of the setback line or 16 feet.
- c. Railings must be white vinyl, 36 inches in height, and of the same appearance as those existing throughout the community.
- d. All Patio, Deck, and step projects must meet all pertinent building codes.

- e. If pavers are used, they must be installed using a base of 1 inch sand over 4 inches – 6 inches of compacted gravel.
- f. Any grounds disturbed during installation need to be repaired and turf/lawn planted.

12. Patio Lighting

- a. Light Fixtures meeting the specifications below may be installed on the inside perimeter walls of a Patio.
- b. Illumination
 - i. LED or Incandescent.
 - ii. Amber or warm (2700°K - 3000°K) color temperature.
 - iii. Fixtures may be low voltage (24 volts or less) or 120 VAC.
 - iv. 50 Lumens maximum per light fixture.
 - v. Light fixture shall be designed with a shield and/or louvers to cast light downward.
- c. Installation
 - i. 8-foot Minimum distance between fixtures. See Figure 1.
 - ii. Height from Patio surface to light source shall be 15 inches maximum. See Figure 2.
 - iii. Fixtures shall be positioned to cast light downward.
 - iv. Fixtures shall be arranged so that no direct light is visible to any neighboring Unit.
 - v. Wiring shall conform to all applicable codes.

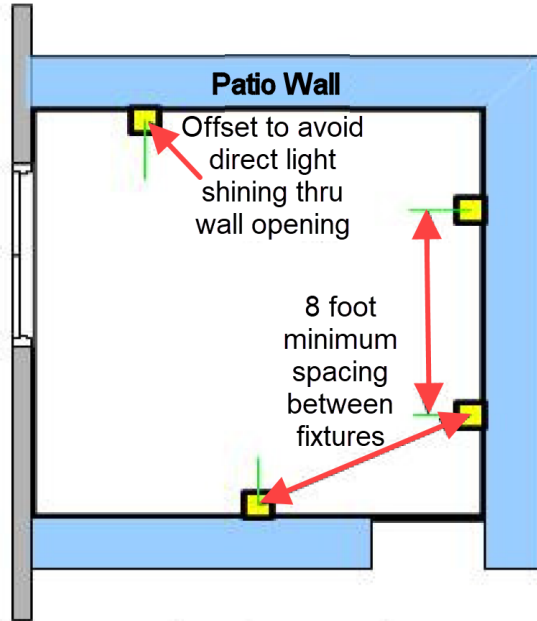


Figure 1
Example of Lighting Layout for
16 feet x 16 feet Patio

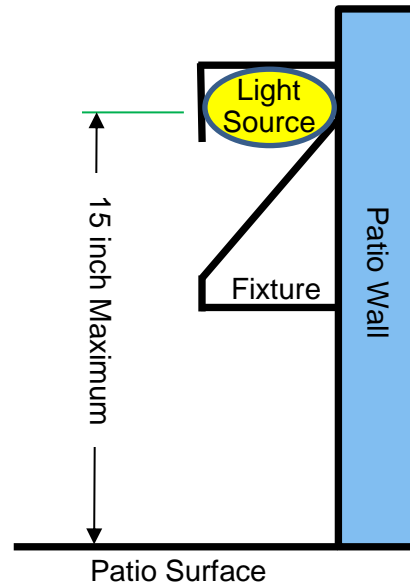


Figure 2
Vertical Section through Fixture
(not to scale)

- d. No other on-patio lighting will be permitted including, but not limited to:
 - i. Lanterns or other types of fixtures mounted on top of Patio pillars or other Patio features.
 - ii. Lights on fireplaces, fountains, or fire pits.
- e. In general, lights on the Unit may not be modified as part of Patio construction or modification. The exception to this is if no external lighting fixtures exist. In this case, a fixture which is consistent with others in the community in terms of style, brightness, and direction of light will be permitted.

13. Solar and Low Voltage Lighting

- a. Solar and Low Voltage lighting installation is limited to those deemed necessary as a safety precaution. Decorative lighting is not permitted regardless of location and shall be removed if installed.

b. Requests must include:

- i. A narrative describing why the proposed lighting satisfies a purpose other than for decorative reasons.
- ii. A drawing of the location, quantity, and spacing of the proposed lights.
- iii. A picture or drawing of the proposed fixture, including its color and dimensions.

c. Requirements:

- i. Requests for Modification for this type of lighting, in areas other than the front of Units, will not be approved unless it is a medical necessity or an ADA requirement.
- ii. Fixtures must be metal or plastic. The approved finishes are flat, matte, or brushed. The approved colors are black or dark bronze.
- iii. The top of the fixtures must be 8 to 12 inches above ground. No decorative tops are allowed.
- iv. The light units should be spaced evenly at approximately 3 feet or 4 feet in the front mulch bed and adjacent to one side of the Entryway.
- v. Cast color must be white. No colored or blinking lights are allowed.
- vi. Low voltage system transformers/controls shall be placed in garages or hidden from outside view.
- vii. Unit owners are advised that any approved lighting is required to be properly maintained by ensuring that fixtures are kept in a vertical position and that any non-functioning or damaged fixtures must be replaced within 7 days.
- viii. Failure to maintain approved fixtures in a timely manner may result in the approval being rescinded and removal of such fixtures required at the Unit Owner's expense.

14. Storm and Screen Doors

- a. The door must be white or match identically the front door trim color. The metal finishes must also match the existing hardware finish on the front door.

b. There are three types of approved storm doors:

- i. Full length glass: Storm doors must be full-length clear safety glass doors with or without an interchangeable screen panel. "Design" elements are NOT permitted. A narrow cross brace on the screen panel is permitted. A push bar is NOT permitted.
- ii. Full length glass door with built in screen system: A design with interchangeable clear safety glass and screen built into the door. Half glass or three-quarter glass doors are not permitted. No cross brace or push bar is allowed.
- iii. Retractable screen system: This system incorporates a rolled-up screen at one side and only has a narrow track around the doorframe. Unlike the standard screen door this screen is only seen when in use. It works like a sliding door but the screen rolls-up into the framework when open. They are available from vendors such as Lowes and Home Depot.

c. Sample storm door pictures

(i)



(ii)



(iii)



N. RECOMMENDATIONS

1. Solicitation. Because we are not a gated community, we cannot prohibit solicitation by not-for-profit entities so long as they are not soliciting donations. Homeowners may call the police department and ask to be placed on the Township's "Do Not Knock" list to prevent solicitation by for-profit entities. Refer to [Ohio Township Ordinance 233](#) for more information.

2. Washing Machine Shut off valves. Automatic shut-off valves should be used on washing machines where possible. Reinforced washer hoses are recommended on all clothes washing machines. Hoses should be changed at the end of their lifespan.
3. Tankless water heater maintenance. Instant-on water heaters should be serviced on a regular schedule to remove scale buildup.
4. HVAC maintenance. Periodic maintenance of the furnace and air conditioning system is recommended to assure consistent, low-cost performance.
5. Dryer duct cleaning. Regular duct cleaning is recommended to reduce the risk of fire in the duct and improve dryer performance.
6. Minimum temperature. All Units should be heated to a minimum temperature of 55 degrees at all times, in order to prevent pipes from freezing or bursting.
7. Gas lines. Check gas line connections between grills and fire pits and gas source on a regular basis.
8. Indoor fireplaces. A fire extinguisher should be kept near sources of heat or flame, including the kitchen and grill. Fireplaces should be serviced periodically.
9. Radon remediation. Because of high levels of radon reported in Western Pennsylvania, radon testing and, if indicated, radon remediation are recommended.
10. Lawn watering. During dry spells water the lawn and mulch bed vegetation to maintain a pleasant community for all residents.
11. Outside Spigots. Turn off water supply and drain all outside spigots before the first frost to prevent valve damage.
12. Maintenance responsibilities matrix. The Community Documents (SummerSeatPgh.com) contains a list of maintenance items and the responsible party.

Summer Seat Real Estate Sign System

2-sided 18"x24" main panel and 6"x24" rider
in reusable black angle-iron slide-in frame



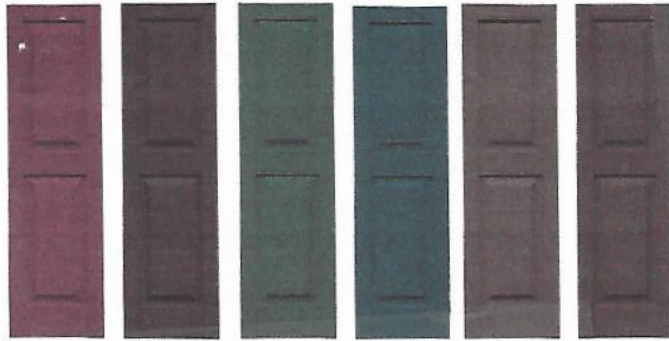
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G&S Signs 1155 Washington Pike, Bridgeville, PA 15017 412-257-1010 gssigns.com









Appendix B

Door and Shutter Colors



Bordeaux Black Midnight Green Midnight Blue Tuxedo Gray Musket Brown

Door and Shutter color formulas are for standard vinyl shutters and doors supplied by the builder, who used Sherwin Williams paint. Paint for wood shutters or doors will be different type of paint that does not need to be vinyl safe. See Rules and Regulations, Section M.5.

<p>SHERWIN-WILLIAMS 701870 06/09/20 412-366-4520 Order# 0042504</p> <p>EXTERIOR ARCHITECTURAL RESILIENCE ACRYLIC LATEX SATIN STANDALONE</p> <p>2717 BORDEAUX</p> <p>VINYL SAFE FORMULA</p> <table border="1"> <tr><td>CCE#COLORANT</td><td>OZ</td><td>32</td><td>64</td><td>128</td></tr> <tr><td>L1-Blue</td><td>-</td><td>11</td><td>-</td><td>-</td></tr> <tr><td>R2-Maroon</td><td>-</td><td>10</td><td>-</td><td>1</td></tr> <tr><td>R3-Magenta</td><td>-</td><td>58</td><td>1</td><td>1</td></tr> </table> <p>QUART ULTRADEEP K43T00054 640413613</p> <p>SHUTTERS</p> <p>Non Returnable Tinted Color CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.</p>  <p>0042504-003</p>	CCE#COLORANT	OZ	32	64	128	L1-Blue	-	11	-	-	R2-Maroon	-	10	-	1	R3-Magenta	-	58	1	1	<p>SHERWIN-WILLIAMS 701870 06/09/20 412-366-4520 Order# 0042504</p> <p>EXTERIOR ARCHITECTURAL RESILIENCE ACRYLIC LATEX SATIN STANDALONE</p> <p>MIDNIGHT GREEN VINYL SAFE FORM</p> <p>CUSTOM MANUAL VINYL SAFE MATCH</p> <table border="1"> <tr><td>CCE#COLORANT</td><td>OZ</td><td>32</td><td>64</td><td>128</td></tr> <tr><td>L1-Blue</td><td>-</td><td>2</td><td>-</td><td>1</td></tr> <tr><td>R2-Maroon</td><td>-</td><td>10</td><td>-</td><td>-</td></tr> <tr><td>Y3-Deep Gold</td><td>-</td><td>13</td><td>1</td><td>-</td></tr> </table> <p>QUART ULTRADEEP K43T00054 640413613</p> <p>SHUTTERS</p> <p>Non Returnable Tinted Color CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.</p>  <p>0042504-002</p>	CCE#COLORANT	OZ	32	64	128	L1-Blue	-	2	-	1	R2-Maroon	-	10	-	-	Y3-Deep Gold	-	13	1	-	<p>SHERWIN-WILLIAMS 701870 06/09/20 412-366-4520 Order# 0042504</p> <p>EXTERIOR ARCHITECTURAL RESILIENCE ACRYLIC LATEX SATIN STANDALONE</p> <p>MIDNIGHT BLUE</p> <p>CUSTOM MANUAL VINYL SAFE MATCH</p> <table border="1"> <tr><td>CCE#COLORANT</td><td>OZ</td><td>32</td><td>64</td><td>128</td></tr> <tr><td>W1-White</td><td>-</td><td>4</td><td>-</td><td>1</td></tr> <tr><td>L1-Blue</td><td>-</td><td>60</td><td>1</td><td>1</td></tr> <tr><td>R2-Maroon</td><td>-</td><td>7</td><td>-</td><td>1</td></tr> <tr><td>R3-Magenta</td><td>-</td><td>7</td><td>1</td><td>1</td></tr> </table> <p>QUART ULTRADEEP K43T00054 640413613</p> <p>SHUTTERS</p> <p>Non Returnable Tinted Color CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.</p>  <p>0042504-001</p>	CCE#COLORANT	OZ	32	64	128	W1-White	-	4	-	1	L1-Blue	-	60	1	1	R2-Maroon	-	7	-	1	R3-Magenta	-	7	1	1					
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