



Community Rules & Regulations

25 Feb 2013

Adams Ridge
Condominium
Association

Board of Directors

Provisions of the Bylaws shall not be in conflict with the Regulations

References

- A. Pennsylvania Condominium Act (Current Version)
- B. Adams Ridge Condominium Association By-Laws dtd 2 Dec 96, rev 25 Feb 13
- C. Declaration of Condominium dtd 12 Dec 96, rev 25 Feb 13
- D. Adams Township Ordinance No. 93 - Parking dtd 13 Nov 2000
- E. Adams Township Zoning Ordinance
- F. Management Agreement Between West Point Community Management Inc. and Adams Ridge Condominium Association
- G. United States Code Title 4 Chapter 1 — The Flag

Appendices

- A. Community Diagrams
- B. Maintenance Responsibilities Matrix

Schedule of Review

Unless otherwise substantiated, these regulations shall be reviewed annually by the Adam's Ridge Condominium Association Board and shall only be revised as a result of a majority vote of its members.

Cancellation Notice

This document supersedes all previous versions of the Adams Ridge Condominium Association Rules and Regulations.

Approved By:
The Board of Directors
25 February 2013

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Purpose

In accordance with the references B, specifically Article IV, Section 12, C and F and set forth in C are intended to provide for the safety and well-being of all Adams Ridge Condominium Association residents and their guests. Additionally, they are meant to preserve the beauty and integrity of the property.

Scope

These regulations are to be followed by the unit owner, occupants, and guests at all times.

Definitions

1. **Adam's Ridge Condominium Association (ARCA)** – a non-profit organization created by approval of the Declaration (Ref C) in 1996
2. **Adam's Ridge Condominium Association Board of Directors (ARCA Board)** – those persons who as a group serve as the Executive Board of the Association and are also one and the same as the Executive Board of the Condominium established for the Condominium under the Condominium Act
3. **Adam's Ridge Home Owner's Association (ARHOA)** – a Pennsylvania not for profit organization
4. **Adam's Ridge Home Owner's Association Board of Directors (ARHOA Board)** – the executive board of the ARHOA
5. **Common Area** – all of the condominium property except the portion as described as a unit or limited common area
6. **Limited Common Area** – an area serving exclusively one unit or more than one unit but less than all units
7. **Occupant** – A person lawfully residing in a unit regardless of whether that person is a unit owner
8. **Property Manager** – A for-profit organization hired by the ARCA to maintain common areas, limited common areas, and manage property service contracts for repairs and maintenance as well as perform various financial duties
9. **Quadplex** – a unit contained within a generally rectangular building of four units with the front entrances of some units facing in a different direction from the front entrances of other units in the building
10. **Unit** – the portion or portions of the Property described as a unit or units in Reference C
11. **Unit Owner** – the person(s) owning a fee-simple interest in a unit or units, each of whom is also a member of the Association
12. **Visible Area** – the inside of windows or outside of a unit

Section I – Permitted Use of Unit

- a. Except as otherwise specified no unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit.
- b. No noxious or offensive activity shall be carried on in any unit, or upon the common or limited common areas, nor shall any unit be used in any way or purpose which may endanger the health of or unreasonably disturb any occupant.

Section II – Sale or Purchase of Unit

- a. Upon the purchase of each unit from a current owner, each new unit owner shall, at the closing of the unit, deposit with the management company an amount equal to three (3) times the monthly maintenance fee for the unit. Such amounts shall be held, together with amounts previously deposited by other unit owners, as an addition to the existing reserve account maintained by the management company.
- b. In the event the ARCA reserve fund may be depleted, or in the judgment of the ARCA Board, be determined to be inadequate, the Board may increase the amount of the deposit required from each new unit owner. Such amounts deposited shall be non-refundable.

Section III – Renting

- a. No unit or part thereof shall be rented or used for transient or hotel purposes meaning rental under which occupants are provided customary hotel services such as room service or similar type services.
- b. Unit rental shall not be for a period of less than one (1) year and no lease shall be for less than the entire unit.
- c. Subleasing of units is prohibited.
- d. Any lease agreement shall be in writing and contain provisions that bind the renter to compliance to the association's documents. The lease shall further contain provisions that the lease will default if noncompliance of said association documents occur.
- e. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, their phone number, and the term of the lease.
- f. A copy of the lease will be made available from the Unit Owner to the Community Manager within ten (10) days of the lease being signed.
- g. Any occupancy by an individual other than a Unit Owner or an individual residing with the Unit Owner shall be deemed a lease regardless of whether rent or other consideration is exchanged.

Section IV – Maintenance & Repair Responsibilities

- a. ARCA Responsibilities – As more fully defined in the Declaration, and with the assistance of the property manager, ARCA shall maintain and repair the Common Areas, the structural and exterior portions of all buildings, and those portions of the Limited Common Areas, including the following:
 - Sidewalks (repair and replace - inner loop snow removal only)
 - Landscaping (lawns, trees, shrubs)
 - Driveways/Entrance Streets (snow removal for quadplexs only)
 - Fireplace stacks/chimneys (liners)

- Lamp Posts
 - Shutters
 - Decks
 - Exterior Brick Mold
 - Mail Box Units
- b. Unit Owner Responsibilities – The unit owner shall maintain, repair, or replace all portions of the unit’s interior as necessary. Additionally, the unit owner is responsible for elements of the unit that share interior and exterior space. These elements include:
- Utility Lines
 - Doors (entry, garage, and sliding)
 - Windows (screens, frames, and sashes included)
 - Routine maintenance of Limited Common Areas

Note: See Appendix B. for a comprehensive matrix of service responsibilities

Section V – Maintenance Fees

- a. Maintenance fees shall commence on the first day of the month following the conveyance of the unit from an owner to a subsequent owner. All maintenance fees shall be paid monthly and may be prepaid in increments of no less than one month’s fee and no more than the amount of maintenance fees due for a fiscal period beginning January 1st and ending December 31st.
- b. All payments of fees, charges, fines, or liens shall be made payable to Adams Ridge Condominium Association. Monies received from a Unit Owner or tenant will be credited to the most distant past due assessment, late payment assessment, interest assessment, collection charge, fines, and other expenses assessed or charged against the Unit Owner in the date order in which the assessment was incurred. The only exception will be amounts received from a magistrate or court action which will be credited in compliance with the decision rendered in that action.
- c. Any maintenance fee payment not received by the tenth (10th) day of the month in which it is due will be considered delinquent. A 5% late payment charge will be assessed to the Unit Owner’s account on the eleventh (11th) day of the month that a payment has not been received.
- d. An interest rate of fifteen (15%) per annum will be assessed on the outstanding past due balance each month it remains outstanding. If a unit owner’s account reaches ninety (90) days past due, the Unit Owner will be notified that their account must be brought current within ten (10) days or legal collection action will be initiated and all costs associated with the collection action, including reasonable attorney fees, will be the responsibility of the Unit Owner.
- e. As outlined in Reference B, the Board of Directors has the authority to suspend all the unit owner’s rights to use the common areas and recreational facilities in addition to suspending their voting rights during any period an account is delinquent.

Section VI – Regulation Enforcement

- a. To be acted upon, all alleged violations of the Rules and Regulations, By-Laws, or Declaration of Covenants, must be documented in writing. This documentation can be in the form of a letter, e-mail, or completed Rule Violation Form from any Unit owner, ARCA Board Member, or Community Manager and should include the following:
 1. The nature of the violation
 2. The Date and approximate time of the violation
 3. The approximate location of the violation
 4. The unit address of the offending party
 5. The name and unit address of the person reporting the violation
 6. A statement verifying that the person reporting the violation actually observed the violation
 7. Any additional information that may aid the Board of Directors in resolving the violation
- b. The Community Manager or any member of the ARCA Board shall be responsible for inspecting, on a regular basis, compliance to the Rules and Regulations of the Adams Ridge Condominium Association along with appropriate follow up of previously cited violations.
- c. The Board of Directors authorizes the Community Manager to notify Unit Owners in violation of such rules and regulations and where necessary levy fines on the Unit Owner.
- d. The Management Company, Community Manager, or ARCA Board Member will send a letter or e-mail to the offending unit owner describing the violation and asking that it be discontinued and where applicable any common element damaged by the violation be restored. The communication will also contain an explanation that subsequent or continued violation of the stated rule(s) will result in a fine of the unit owner.
- e. The Unit Owner violating the Rule(s) may request a hearing with the ARCA Board to resolve the matter. This request must be made in writing within ten (10) days of the date of the initial notice communication. A notice will be sent to the violating unit owner stating the date, time and place of the hearing.
- f. For subsequent or continued violation of a specific rule(s) a second communication will be issued indicating that a fine in the amount of no less than \$25.00 but not more than \$100.00 has been imposed on the unit owner. If the violation continues after ten (10) days from the second communication an additional minimum of \$25.00 per day or occurrence thereafter will be imposed until the violation has been resolved.
- g. If the violation continues or the fines remain unpaid within sixty (60) days, the matter will be turned over to the association's attorney for resolution. If the Association's attorney must be secured to enforce any rule violation or to collect any fine, all court costs, reasonable attorney's fees and miscellaneous costs of enforcement of collection will be charged to the Unit Owner.

- h. All fine amounts will be determined by the Community Manager based on a pre-established schedule of fines approved by the ARCA Board.

Section VII – Regulations for Common Areas

- a. The maintenance of the majority of the common areas on ARHOA property is the responsibility of the ARHOA Board and the community manager. These common areas include, but are not limited to the community clubhouse, pool, and the majority of green space.
- b. The common areas that are the responsibility of the ARCA, Board, and Community Manager are the following areas of green space
 - The network of roadways within the quadplex complex
 - The lawn area at the immediate rear of the town homes to the existing tree line and the areas between end-units
 - The landscaped areas including embankments that encircle the quadplex and associated green space

Article I – Activity Limitations

- a. Green space or landscaped Common Areas are limited to foot traffic only.
- b. The use of motor vehicles, snow sleds, or bicycles in the Common Areas is prohibited.
- c. The climbing, altering, or removing of trees, shrubs, or bushes is strictly prohibited and can result in a fine.

Article II - Children’s Play Equipment

- a. Large play equipment such as swing sets, sliding boards, trampolines, or similar type equipment is prohibited.
- b. Small play equipment such as bicycles, strollers, playpens, portable sandboxes, basketball hoops and hockey nets, or other small riding equipment must be maintained inside the Unit when not being used.

Section VIII – Regulations for Limited Common Areas

Article I – Use of Driveways

- a. Driveways adjacent to units are to be used for the parking of motor vehicles (passenger cars, trucks, vans, motorcycles etc.) only. All vehicles parked in driveways must have current state registration and inspection and be capable of movement in the case of an emergency.
- b. Any vehicle parked in a driveway and not moved for a period of two (2) weeks is considered a stored vehicle and is prohibited

- c. No private pick-up trucks or vans exceeding $\frac{3}{4}$ ton weight limit or trailers shall be permitted to remain overnight on driveways or streets unless approved by the ARCA Board.
- d. Rental moving vans or pod type storage containers can be placed in the driveway of a unit for a period of seven (7) days from delivery to removal.

Article II – Storage Units, Sheds, and Cabinets

- a. Storage units, sheds, or any other cabinets may not be erected or otherwise located on the property.
- b. If flammable liquids are to be kept on the property, they must be kept indoors in an approved container.

Article III – Outdoor Furniture, Grills, and Fire Pits

- a. The patio and deck furniture must be kept in an orderly manner and all other items, garden tools, hoses, and propane grills must be stored inconspicuously on decks, patios, or inside the Unit. Grilling, using only natural gas or propane devices, is permitted only on decks floors and patios. Charcoal grills are prohibited.
- b. The use of fire pits is not permitted on ARCA property.

Article IV – Outdoor Decorations

- a. Decorative, symbolic, team and seasonal flags are only permitted to be flown from quadplex porch posts and townhome entryways. These type flags are not permitted to be hung on the right side or higher than the American flag if hung together.
- b. If a Unit Owner chooses to fly an American flag, they must comply with specifications of the Flag Code. If flown for 24 hours consecutively, the flag must be lighted at all times, either by sunlight or by an appropriate light source.
- c. The American flag should be cleaned and mended when necessary and when it is worn to the point it is no longer fit to serve as a symbol of our country, it should be destroyed by burning in a dignified manor or given to an appropriate organization for proper disposal.
- d. Small decorative American flags, attached to a metal, hard plastic or synthetic holder are permitted in mulched areas on patriotic holidays only and must be removed the following day.
- e. Seasonal lighted decorations may not be erected and lit earlier than five (5) weeks prior to the holiday or event. Any electrical power source to the decorations must be terminated no later than three (3) weeks after the holiday or event.
- f. Decorations other than small decorative lights may not be strung from trees in the limited common areas.
- g. Inflatable decorations are not permitted.

- h. Birdhouses and bird feeders must be located at the rear or side (patio homes) of a unit and not be more than two (2) cubic feet in size. Unit owners are responsible for the proper cleanup of any mess created as a result birdhouses or birdfeeders. Only one (1) birdhouse or birdfeeder is permitted per unit.

Article IV – Plants and Vegetation in Addition to Landscaping

- a. Low growing annuals and perennials may be planted by Unit Owners in the mulched shrub areas adjacent to their unit. (Plastic or silk flowers are not permitted)
- b. Vegetable plants may not be planted within the mulch beds and must be in planters placed on decks or planted within the fenced area of the patio.
- c. Flower planters and boxes are permitted on driveways adjacent the Unit.

Section IX – Regulations for Visible Areas

Article I – Signs

- a. No sign of any kind shall be displayed to the public view on the unit property. One sign is permitted in one of the Unit's windows reflecting "FOR SALE", "FOR SALE BY OWNER", or "FOR RENT". Signs for individual units are not permitted at the entrances or in common areas of the Association.

Section X – Community Safety and Cleanliness

Article I – On-Street Parking

- a. The Board of Directors has the authority to enforce parking regulations in the Common Areas and Limited Common Areas by levying enforcement charges, having such vehicles towed at the Unit owner, tenant, or guest's expense, or taking such other action as deemed appropriate.
- b. Adams Township Ordinance No.93 prohibits on-street parking throughout the community and is enforced by the Adams Township Police Department. This includes parking on both Lost Valley Drive and Club Side Drive.
- c. Parking is permitted in unit garages and adjoining driveways only.
- d. Parking on entrance roads or the roads within the quadplex complex is prohibited.

Article II – Pets and Pet Waste

- a. No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or on common property.

- b. Only household domestic pets such as dogs, cats, or other household pets may be kept and limited to no more than three (3) in the unit and none may be bred or maintained for commercial purposes.
- c. All pets must be on a leash, accompanied by the Unit owner or custodian, and kept under control at all times when the pet is outside the Unit.
- d. The pet owner is responsible to immediately clean up the pet's waste should the pet relieve itself on any sodded areas in the front or rear of the Unit, driveways, roadways, sidewalks or any common areas within Adams Ridge or the Association.
- e. Pets may not be tethered to the unit and left unattended at any time.
- f. Noises emanating from household pets shall not be constant, excessive, or disruptive. Complaints of excessively noisy animals should be reported to the Community Manager. Subsequent reports of excessive noise from the same animal(s) will result in fines to the pet owner and/or involvement of the Adams Twp. Police.

Article III – Snow Removal

- a. All Townhome Unit owners are responsible for snow removal and the application of calcium on sidewalks and driveways in front of the townhouse units on Club Side Drive and Lost Valley Drive within forty eight (48) hours of a snow fall of two (2) inches or more.

Article IV – Delivered Items

- a. All newspapers, phone books, packages, and magazines must be picked up from their delivered location on the driveway, doorstep or in yards no later than the day after they are delivered. If for whatever reason the Unit owner or occupant is not going to be available for several days, arrangements must be made to have the items removed from their delivered location.

Article V – Trash Cans

- a. All trash, garbage and other waste shall be maintained in sanitary containers provided by the waste removal company and be stored indoors of the Unit. The container can be placed at the designated pickup location no earlier than 6:00pm on the day proceeding the designated day of pickup.
- b. Sanitary containers shall be returned indoors on the same day of pickup and are not permitted to be stored under decks or any outside location of the unit.

Article VI – Feeding Wildlife

- a. The feeding of wildlife is restricted to that which originates from birdhouses and bird feeders as described in section VIII, article IV, paragraph (h) of this document.
- b. Feeding wildlife may cause dangerous, invasive, or pest-like species to become inhabitants of the community and is prohibited at any time.

- c. Owners, residents, or guests who feed wildlife will be subject to fines from the board as well as potential legal action involving the authorities depending on severity of the offense.

Section XI – Unit Alterations Needing Board Approval

Article I – Satellite Dishes

- a. No satellite dish may be larger than one (1) meter in diameter and only one (1) satellite dish per unit is permitted.
- b. Installation must be done by a professional provider and done in a neat and professional manner. The installation of a dish may not have an adverse impact either physical or visual to any neighboring unit.
- c. The dish must be placed on the building façade at roof level at the rear of a Townhouse unit and at roof level on the side of a Patio Home.
- d. No ground level or post device installations are permitted.
- e. The unit owner is responsible for any damage to the external surface of the Unit. Any cost to repair damage caused by the dish installation or removal will be that of the unit owner.
- f. Unit owners are required to remove any installed satellite dish upon sale of the unit, termination of a rented unit, or termination of satellite services.

Article II – Storm Doors

- a. Only full view storm and screen doors matching the original color of the building trim or white are acceptable.
- b. The glass cannot be smoked, colored, beveled, stained, frosted or have any type of inlay including brass or brass edging.
- c. The door may have a brass handle and a small brass kick plate.
- d. Any screen may have one cross bar across the middle of the door no larger than two (2) inches wide.

Article III – Garage Doors

- a. Existing garage doors may be replaced with either vinyl coated aluminum or steel insulated doors.
- b. Replacement door must be the same color and as close to the existing panel design as possible to assure consistency with the architectural and aesthetic design of the unit.

Article IV - Awnings

- a. Any awning must be constructed of an acrylic or equivalent fabric, be of aluminum or fiber glass frame, be retractable either by manual or electric means, and be placed in a retracted position when not being used.

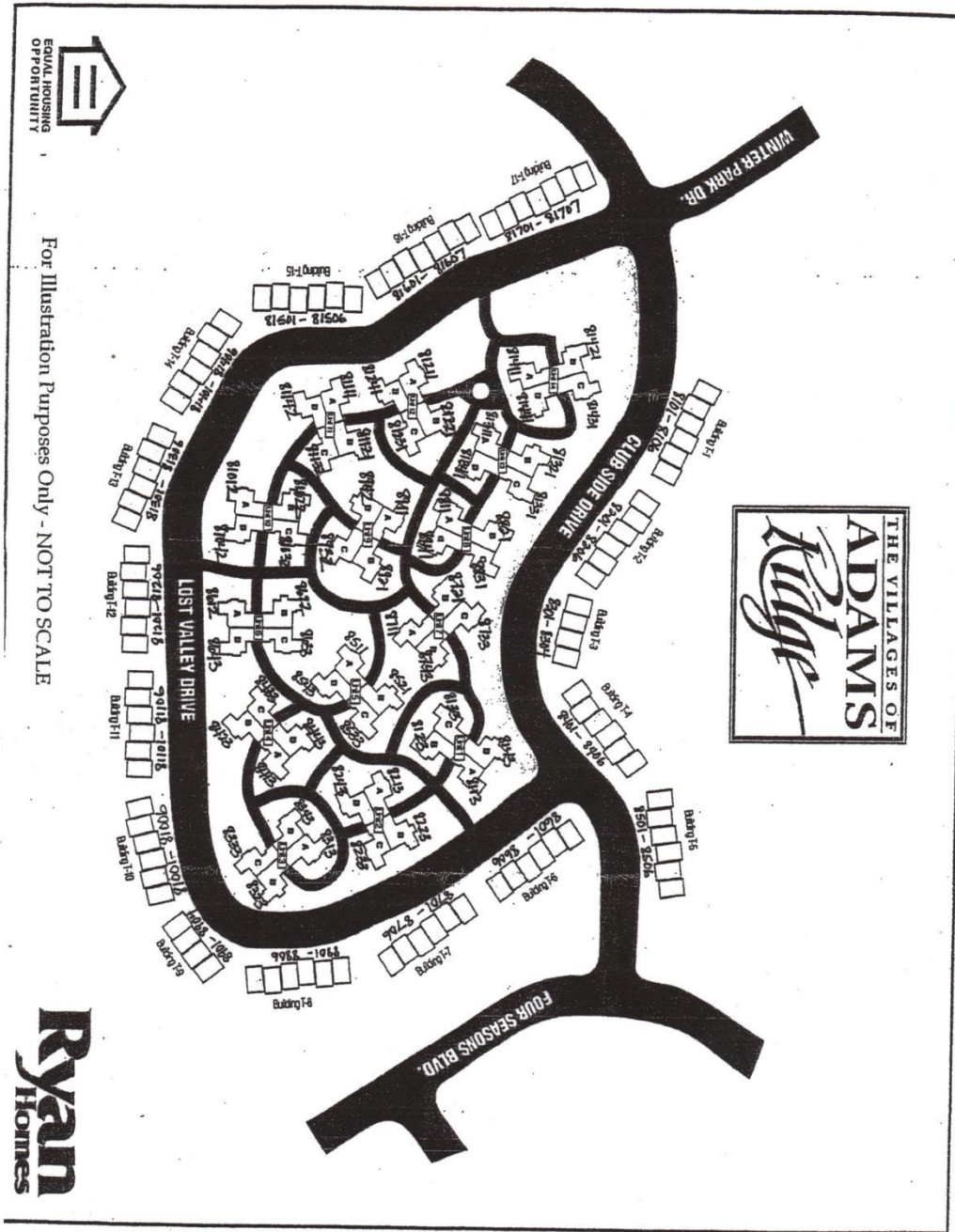
Article V – Other Approvals

- a. The following improvements must also be submitted to the board for approval and will be approved on a case by case basis
 - Fencing (quadplexs only)
 - Exterior Light Fixtures (excluding lamp posts)
 - Driveways (sealing or changes in grade)
 - Windows (architectural and structural deviations)

Section XII – Communication

- a. All questions, work requests, or alteration requests for board approval are facilitated through the Community Manager at jaschoenman@cmpmgt.com 412-279-9280 ext. 27 or the Assistant Community Manager at amkolechta@cmpmgt.com 412-279-9282 ext. 28.
- b. Forms for alteration requests are located at <http://www.adamsridge.net/forms.html>

Appendix A - Community Diagram



Appendix B - Service Responsibility

Description	Paint	Repair	Replace	Care For
Roofs	N/A	Yes	Yes	Yes
Gutters	N/A	Yes	Yes	Yes
Downspouts	N/A	Yes	Yes	Yes
Siding	N/A	Yes	Yes	Yes
Brick	N/A	Yes	Yes	Yes
Trees	N/A	Yes	Yes	Yes
Shrubs, Front	N/A	Yes	Yes	Yes
Shrubs, Rear	N/A	Yes	Yes	Yes
Grass	N/A	Yes	Yes	Yes
Windows	No	No	No	Caulking Only
Exterior Fixtures	N/A	No	No	No
Lamp Posts	N/A	Yes	Yes	Yes
Driveways	N/A	Crack Seal Only	Yes	ARCA must approve seal Coat material
Front Porches (Pillars)	Yes	Yes	Yes	No
Sidewalks	N/A	Yes	Yes	*No
Privacy Fences (Wood and Vinyl)	Stain & Power Wash	Yes	Yes	Yes
Decks	Yes	Yes	Yes	Yes
Patios	Power Wash	Yes	Yes	Yes
Front Doors	No	No	No	No
Screen Doors	No	No	No	No
Garage Doors (vinyl)	No	No	No	No
Rear Doors	Yes	No	No	No
Fireplace Stacks/Chimney Liners	N/A	Yes	Yes	Yes
Vents (exterior roof)	Yes	Yes	Yes	Yes
Lateral (Utility Lines)	N/A	No	No	No
Exterminating (On request as needed)	N/A	Yes	N/A	Yes
Shutters	N/A	Yes	Yes	No
Exterior Brick Mold	Yes	Yes	Yes	No
Mailbox Units	Yes	Yes	Yes	Yes
Sidewalks	N/A	Yes	Yes	Yes

*Snow removal is funded for the patio homes and inner sidewalk along Lost Valley Drive only