# **RULES & REGULATIONS**



PLUMSTEAD TOWNSHIP Bucks County, Pennsylvania

## TABLE OF CONTENTS

I. EXPLANATION OF RULES AND REGULATIONS	3
II. GENERAL GUIDELINES	4
A. UNIT MAINTENANCE	4
B. SNOW REMOVAL	4
C. SEWER	4-5
D. WINDOWS/DOORS/PATIOS/PORCHES	5-6
E. TRASH AND RECYCLING DISPOSAL	6-7
F. PETS	7
G. VEHICLES AND PARKING	8-9
H. DECORATIONS	9-10
I. STORAGE	10
J. RECREATIONAL EQUIPMENT	10
K. SATELLITE/CABLE	11
L. SIGNS	11
M. RING, NEST OR SIMILAR DOORBELLS	11-12
N. WALKING TRAIL REGULATIONS	12
III. ARCHITECTURAL/LANDSCAPING	
A. EXTERIOR MODIFICATIONS	13-15
B. PAINT COLORS	16
C. LANDSCAPING	17
IV. <u>LEASING OF UNITS</u>	17-18
V. ENFORCEMENT PROCEDURES	19
A. ENFORCEMENT FOR REMEDIATION	19
B. IMMEDIATE ENFORCEMENT	20
VI. ADDENDUMS, SUPPLEMENTS, AND FORMS	21
A. REQUEST FOR APPROVAL	
B. LEASE ADDENDUM	23-25
C RENTAL LEASING CENSUS	26

### I. EXPLANATION OF RULES AND REGULATIONS

## (For Owners, Tenants and Guests)

These Rules and Regulations have been established to assure pleasant and harmonious living for all residents and their guests. They are based on and are supplementary to: 1) the Declaration of Condominium, and 2) the Condominium Bylaws. Refer to the Declaration and Bylaws in your homeowner's manual for subjects not covered in these pages. In the event of any conflict between these rules and regulations and the Declaration of Condominium, the Declaration shall control.

Many of these Rules and Regulations concern personal safety and sanitation. All Rules and Regulations concern living with consideration for one's neighbors. The Rules and Regulations will be strictly enforced.

Your first responsibility to your neighbor is to become familiar with the Rules and Regulations. Your next responsibility is to adhere strictly to them and to see that your guests do the same.

Condominium living is different from owning your own single home and the grounds around it. Adjustment to this difference is not always easy, but you will find that the Rules and Regulations by which our families abide are quite reasonable, make common sense and are easy to live by.

Final interpretation of any rule contained herein is at the sole discretion of the Board of Directors.

These revised Rules and Regulations have been approved by the Board of Directors of the Patriots Ridge Condominium Association on December 19, 2023.

-----

The term "Condominium" refers to a form of property ownership. Property, which is owned as a condominium, contains two distinct types of property -- Units and Common Elements. Units are portions of a condominium, which are set aside for individual ownership and occupancy. Common Elements, on the other hand, are all portions of the condominium, which are not included within the Units. Portions of the Common Elements, which are limited to the exclusive use of one unit owner, such as porches and decks, are called Limited Common Elements. Please refer to the Declaration of Condominium for the definitions of the Unit Common Elements and Limited Common Elements.

These revisions of the rules and regulations shall supersede all prior publications, distributions, and updates.

## II. GENERAL RULES

#### A. UNIT MAINTENANCE

- 1. Each unit shall be used for residential purposes only and shall be occupied as a residence for a single family or housekeeping unit. No portion of the property may be used for commercial purposes.
- 2. Each unit shall be maintained by its owner (or lessee if appropriate) in a safe, clean, and sanitary manner, and in a condition of good order and repair. Unit owners or occupants are not permitted to repair damage to the exteriors of the buildings and Common Elements. If there is need for a repair or maintenance to these areas, it should be reported to the Management Company. This includes improperly functioning site lighting.
- 3. Unit owners shall be held responsible for the actions of children, guests, pets, lessees, and anyone they invite onto the property. Any damage to any portion of any unit or Common Elements caused by the unit owners, their children, guests, pets, lessees, and anyone they invite onto the property shall be paid for by the unit owner regardless of fault or negligence. This includes landscaping, signage, transformers, railings, lighting, cable boxes, etc.
- 4. Explosives, fireworks, kerosene, or articles deemed extra hazardous to life, limb or property, or any other item that would increase the rate of property insurance are prohibited. In addition, fire pits, chimineas, or any other open fire is not permitted anywhere on the property.

#### B. SNOW

- 1. The Association will perform snow removal on all roadways, parking areas, sidewalks, and stairs when the accumulation is over two inches (2"). In storms under two inches, any snow removal will be at the discretion of the Board of Directors.
- 2. Rock salt destroys concrete; therefore, UNDER NO CIRCUMSTANCES ARE RESIDENTS PERMITTED TO USE ROCK SALT ON COMMON OR LIMITED COMMON ELEMENTS. There is an immediate \$100 fine if a resident is found to be using rock salt.
- 3. Ice melt has been provided in all courtyard building breezeways for the owners to use in the event these areas become slippery. Residents should report low supply to the Management Company.

#### C. SEWER

1. Unit Owners are advised NOT to dispose of the following items into the kitchen drainage system:

Meat fatsLardCooking oilShorteningButterSaucesMargarineFood scraps

Baking goods Dairy products

It is recommended that everything above, except for maybe dairy products, should be bagged and disposed of in the trash.

2. Unit Owners are also advised NOT to dispose of the following items into the sanitary sewer system or sewer lines:

Feminine products paper towels napkins wipes of any kind toys articles of clothing

These items do not breakdown/disintegrate eventually causing clogs, sewage backups and overflow into unit basements.

3. Upon notification of the occurrence of a sanitary sewer clog, the homeowner is to engage a licensed plumbing/drain cleaner contractor to investigate the clog, **which will include camera inspection of the pipe and clog.** For further explanation of this see your documents Article V, Section 5.4. Upon requesting service, please show this portion to the contractor they are permitted to use the clean out in common areas to correct any issues.

The management company and Board of Directors recommend contacting one of the following licensed plumbing/drain cleaning companies because they have had experience in Patriots Ridge Development with these types of sewage line issues and know what to look for:

- a. McMackin Plumbing (215) 778-0347
- b. Kniese's Plumbing (215) 348-3113

#### D. WINDOWS/DOORS/PATIOS/DECKS

- 1. All patio doors must have screens and frame must be white in color. They must be in good condition and not torn or patched. Tom Adams in Doylestown can make sliding door screens for our custom sizes. (215) 584-4233. Screens in the remaining windows are not a requirement but they be must either all in or all out. If they are in, window frames must fit properly and not bent as well as in good condition and not torn or patched. Severely rusted frames should be replaced when needed.
- 2. Window air conditioner units and window fans are prohibited.
- 3. Draperies, blinds curtains or other window coverings must be installed by each unit owner or occupant on all windows and sliders of the unit and must be maintained in said windows and sliders at all times. All window and door coverings (shades, blinds, drapes, curtains. etc.) must have a white or off-white surface facing the public view.
- 4. No indoor or outdoor type carpet, whether bound or unbound, may be used on decks or front porches. Only a standard exterior type doormat is permitted.
- 5. Homeowners may properly install one brass peephole and/or one brass door knocker (max. 6" long).
- 6. All windows, doors, patios and/or decks must be maintained in good condition, including repairs, cleaning, and painting as necessary. All modifications or changes to these items require prior written approval from the Board of Directors.

- 7. All window and patio sliding doors must have grids.
- 8. Sliding patio screen doors must have a white frame. Should you have different measurements from the two below, email our management company details to add to our handbook.

#### Available options:

Left side below - Lowes ReliaBilt – 30 inch x 80 inch White Aluminum Silidng Curtain Screen Door, Item # 1694015 – Model # SCRHDA30WHT

Right side below – Ace Hardware – Precision 79 inch x 30 inch wide Breezeway White Steel Adjustable Sliding Screen Door, Item #546994 – Mfr #3700WH2668



#### E. TRASH AND RECYLING DISPOSAL

- 1. Household trash collection (2 times a week Tuesday and Friday) is contracted by the Association. Recycling (1 time a week Friday) is mandatory. Holiday weeks may differ in schedule.
- 2. <u>Trash and recycling may not be placed outside the home until 6:00 PM the evening before scheduled pick-up</u>. All trash must be placed curbside for pickup and may not be stored anywhere on the property, including mulch beds, front porches, rear patios, etc.
- 3. All refuse must be in tightly closed tall kitchen-sized plastic bags and walked to the curb. No trash or recycling should be thrown over walls or down sidewalks. **No trashcans or similar containers are allowed**.
- 4. Recycling must be placed in recycling bins only. No recycling bins are permitted to be stored or placed outside of the unit, except for recycling pick-up. Recycling bins may be placed curbside no earlier than 6:00 PM the evening before pickup and must be stored <u>inside the unit</u> by 8:00 PM the day of pickup. Unit address **MUST** be placed on the recycling bin; unmarked bins will be removed from the property.

- 5. No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage, or other waste.
- 6. No tires, batteries, paint cans or flammable substances are to be disposed of with the trash. In addition, PA State Law prohibits electronic items, such as TVs, computers, printers, microwaves, etc. along with corresponding equipment and cords to be placed out with trash or recycling. Refer to your local phone directory for information regarding proper disposal.
- 7. Large bulk items like furniture and appliances are not accepted for regular household trash pick-up. **Call the trash company** directly for information and to make arrangements for disposal of bulk items, especially for appliances and anything with contaminating Freon. **DO NOT** put any bulk items out at the curb until 6:00 PM the evening before the scheduled pickup. Bulk pick up is not an automatic service and must be called in. Large amounts of trash is also considered as bulk and must be called in.
- 8. If trash is disturbed by animals, pets, or weather conditions, it is the unit owner's (or tenant's) responsibility to clean up the area. Please use a good quality trash bag. Cheap bags can be torn open by birds, animals, and pets very easily.
- 9. Any violation of the above trash policy will be assessed an **IMMEDIATE** fine determined by the Board of Directors.

### F. PETS

- 1. When outside, your pet(s) must be attended by a responsible person at all times. Pets must be on a leash and are not permitted to run loose or uncontrolled on the property. Pets are not permitted to roam freely on the grounds.
- 2. Pets are not permitted to be tied to any part of the exterior of a unit, tree, stake, or any other part of the building.
- 3. Pet owners are responsible for the immediate clean-up of any waste left by pets on any part of the property. Immediate means directly following the deposit on the common area. Daily or weekly clean ups are not acceptable. Pet waste may not be discarded onto common areas. Owners who fail to clean up after their pets will be issued an IMMEDIATE fine determined by the Board of Directors.
- 4. Pet owners are responsible for any property damage, injury or disturbance caused by their pets.
- 5. The Executive Board reserves the right to direct the removal of any pet if it proves to be a danger or nuisance to the community.
- 6. Nothing in the aforesaid rules shall be read to prohibit the use of licensed Seeing Eye dogs.
- 7. One dog waste container per unit is permitted to be hidden inconspicuously behind the bush closest to your front or rear door. The unit number should be on the container. The unit owner/tenant should take into consideration the color of your door and shutters when purchasing this container. Absolutely NO bright colors are permitted! This container must be no more than 15 inches high and 15 inches wide. This container must be weighted down so it will not blow around. It must be emptied on a weekly basis and not used for household trash.

#### G. VEHICLES AND PARKING

- 1. No inoperable, unregistered and/or uninspected vehicle shall be parked or stored anywhere on the condominium property. Vehicle will be tagged and towed from the community.
- 2. No large commercial type vehicles shall be parked or stored so as to be visible from anywhere in the Property. Exempt from this rule are contractors performing repairs or maintenance whose vehicles are on the property for a temporary period. Except for Board approved snow removal services, commercial vehicles are prohibited on the property overnight. Any truck that is over one (1) ton and/or has exposed tools, is used for construction, or commercial delivery is considered a commercial vehicle. This prohibition shall not apply to trucks up to and including one (1) ton pickup trucks used for personal transportation, and subject to approval by the Board.
- 3. Diesel vehicles are prohibited from idling for more than 10 minutes within the Patriots Ridge development.
- 4. Game trucks are commercial vehicles, and thus are prohibited on the Association property. An IMMEDIATE fine determined by the Board of Directors shall be assessed for any violations.
- 5. Recreation vehicles, including but not limited to RVs, ATVs, 4-Wheelers, trailers, boats, etc., are not permitted to be parked or driven in the Association. An IMMEDIATE fine determined by the Board of Directors shall be assessed for any violations.
- 6. Moving vehicles are permitted on site for moving purposes only. Moving vehicles must be parked in accordance with the Association rules and must be removed from the property by 6:00PM. An IMMEDIATE fine determined by the Board of Directors shall be assessed for any violations.
- 7. Vehicle covers are prohibited. (All types of covers including motorcycles).
- 8. Homeowners with vehicles that have ladders, pipes, equipment carriers or anything else placed on the roof, bed, or framework of the vehicle (ex. Snowplow, salt spreader, etc.) must not permit these items to extend past the actual frame of the said vehicle or framework.
- 9. All vehicles must be parked within (fit) the lined spaces provided. Any vehicle that sticks out into the street, the sidewalk, or has equipment in the air space above sticking into the street or sidewalk shall not be permitted on Association property.
- 10. Motorcycles and mopeds may be parked only in the parking areas. The motorcycle kickstand must have a base adequate to keep it from sinking into the paving.
- 11. Vehicles shall be parked perpendicular to the curb in the designated parking areas. Parking parallel to the curbs or islands is prohibited. Parking or driving on grass is prohibited.
- 12. No more than two vehicles are permitted to be parked on the property per home. Temporary overflow of vehicles should be parked in lesser-used areas for guests.

- 13. There are no assigned parking spaces for any resident unless they submit to the Board a written statement along with their physician statement that they require a handicap parking space, and they have handicap plates.
- 14. No repair or maintenance to vehicles shall be carried out anywhere on the property, including oil and anti-freeze change.
- 15. The dead storage of vehicles shall not be permitted on the Condominium property. Dead storage shall be defined as a vehicle, which has not been driven on a public street at least once within a thirty (30) day period while being properly licensed and inspected. Such vehicle shall be considered abandoned and be treated accordingly. This includes motorcycles that have not been moved for a thirty (30) day period. After notice, such vehicle or equipment shall be removed at the owner's expense and risk, unless prior arrangements have been made with the Board.
- 16. NO unattended extension cord is permitted on common or limited common elements.
- 17. Electric vehicle charging is not permitted.
- 18. No parking space may be saved by placing any furniture or any other object in the parking area.
- 19. P.O.D. (Portable Storage Containers) are permitted only with prior written approval and limited to a total of three (3) days. Any damage as a result of container will be charged against owner. An IMMEDIATE fine determined by the Board of Directors shall be assessed for any violations of this rule.

#### H. DECORATIONS

- 1. Holiday decorations are permitted on windows, doors, decks, and porches and may be installed fifteen (15) days prior to the holiday and must be removed within fifteen (15) days following the holiday. Lights are allowed on shrubs during Halloween and the December holidays only.
- 2. Small personal or seasonal decorations, which blend in with the general appearance of the condominium, may be placed on the doors to the units. A limit of two (2) personal decorations are permitted on the front porch or patio not to exceed one (1) foot in height.
- 3. All other decorations are strictly prohibited, including in mulch beds and tree saucers.
- 4. Banners, wind chimes, windsocks, and flags (except for the American flag) are prohibited.
- 5. A maximum of two (2) hanging plants may be placed on each front porch post. When removed, any damage to the post will be repaired by the Association, at the unit owner's expense. Nothing may be hung from the porch overhang itself or any other exterior location.
- 6. Outdoor furniture and planters are permitted on the front porch or deck of each unit. Nothing may be hung, nailed, screwed, glued, or otherwise attached to any part of the building. This includes the overhang outside the front door and wood trim around the overhang.
- 7. Residents may display two (2) wrought iron lawn hooks. Each wrought iron hook is not permitted to have more than (2) hooks on it. The only item that may be hung on these wrought iron hooks is one (1)

  Revision November 2024

hanging planter from each individual hook. One (1) wrought iron hook is permitted in the front planting bed and one (1) wrought iron hook is permitted out back by the patio.

8. The residents may provide no more than one birdfeeder per unit. These feeders are NOT permitted to be on a platform, stand or on a hook. They may be placed only on a tree and approximately 15 feet away from the buildings. Bird feeders may contain only bird seed, NO suet, fat, peanut butter, or any other material which would attract other wildlife or rodents.

#### I. STORAGE

- 1. Barbecue grills may be used, but these must be properly maintained and used in a safe manner. Grills must be placed so that the heat will not cause damage to the siding or other parts of the building exterior. They must be stored on the rear deck of each unit, but <u>not on the other Common Elements</u>. If the unit does not have a rear deck, one grill may be placed on the front porch. Grills are required to be pulled 15 feet away from the buildings when in use.
- 2. Bicycles, scooters, baby carriages or similar vehicles, toys, swimming pools, recreational tents or personal articles are not permitted to be left unattended on any part of the Common Elements, including in the courtyards and breezeways. Anything left on the Common Elements will be removed and disposed of by the Association at the owner's expense.
- 3. No laundry, swimming suits, towels, etc. may be hung or dried outside the unit.
- 4. Watering hoses are permitted to be stored on the property. If you have a front spigot, the hose may be stored behind a shrubbery in the mulch bed provided it is rolled neatly and concealed. If you have a rear spigot, the hose must be stored neatly on the rear patio. Hoses are not permitted to be left on the grass areas nor hung to anything on the building.

#### J. RECREATION EQUIPMENT

- 1. Bicycles are not permitted to be stored on porches and/or decks or stored outside the unit.
- 2. Bicycles, scooters, or skates may not be used on the steps or lawn areas. Due to safety concerns, skateboards, motorized recreational toys, and similar items are not permitted anywhere on Association property. The placement of ramps, barricades, and any other such obstructions on sidewalks or streets is also prohibited.
- 3. Children may use washable chalk on sidewalks but the sidewalk must be washed clean before dark the same day.
- 4. No temporary structures (i.e. tents, inflatable games, goal nets, etc.) are permitted on community property at any time.
- 5. All children's toys must be stored inside the unit when not in use. Any items left on common ground will be removed and disposed of.
- 6. Radios, whether portable or within a vehicle, cannot be played outside the home at a loud volume. All radios must be kept at a volume that does not disturb other residents.

#### K. SATELLITE/CABLE

- 1. Wiring of any kind (for example, cable TV service or extension to another room) is not permitted on the exterior of the building. Any homeowner who does run wires on the exterior of the building is **subject to an immediate \$100.00 fine** and must repair any holes or damage done to the exterior of the unit. If homeowner does not repair the damages the Association will have repairs done at the homeowner's expense.
- 2. Satellite dishes are permitted on limited common area only, on the front or back porch, and placed in a pot that compliments the aesthetics of the community, at the discretion of the executive Board. Homeowners must submit a request in writing to the Board before installation. This request should include all pertinent details. Under NO circumstances are the wires to a satellite dish to be wrapped around or attached to a gas line, electrical box, or any other utility servicing the unit. When removed, any damage to the limited common area will be repaired by the association at the unit owner's expense (Please see attached Request for Approval form).
- 3. Residents are not permitted at any time to have an unattended extension cord on common or limited common elements.
- 4. No antennae, aerials or satellite dishes are permitted on the Common Elements.

#### L. SIGNS

- 1. No signage is permitted on the property except for the "Patriots Ridge" sign welcoming guests and residents to our community and as stated herein.
- 2. Unit "For Sale", "For Rent" or "Sold" signs (by real estate brokers or owners); advertising or promotional signs, etc. are prohibited, whether on the unit or within the unit at the windows or doors.
- 3. Individual "Yard Sales" are not permitted on the property. Yard sales are prohibited on Association property.
- 4. Political campaign signs are not permitted on a common or limited common element. Homeowners may display 1 (one) political sign in only 1 (one) window of their unit no more then 30 (thirty) days prior to the election. Political signs must be removed from unit windows the day after the election.
- 5. No written notices or other postings shall be permitted on the mailbox structures.

## M. RING, NEST, OR SIMILAR DOORBELLS

- 1. A modification request is required to be submitted before installing.
- 2. Must not be attached to the brick or siding of the building and must be attached to the wood trim around the front door.
- 3. A photo showing the location of where it is to be installed must be submitted with the request for the Board to review.

### N. WALKING TRAIL REGULATIONS

- 1. For safety purposes, the walking trail within our Community on Rebecca Fell should only be used for walking.
- 2. Biking, skateboarding, roller skating, rollerblading, scooters as well as any motorized (gas or battery powered) devices are not permitted on the walking trail.
- 3. The walking trail is only to be used during daylight hours and not when wet, snow or icy conditions exist.
- 4. The walking trail is exclusively for the walking enjoyment of our residents and their guests, and all other usage is prohibited.

#### III. ARCHITECTURAL/LANDSCPAING

#### A. EXTERIOR MODIFICATIONS

- 1. The exterior of any unit may not be changed or replaced in any way without the prior written consent of the Executive Board. All requests including, but not limited to, air conditioning units, light fixtures, doors, and windows must be submitted on the attached. **Architectural Change Request for Approval form**.
- 2. Any additions, alterations or improvements to the design, floor plans, or construction of the unit, will require the homeowner to abide by the Condominium Documents, and the owner <u>must</u> obtain a township building permit. Any changes, which would affect the structural integrity of the Unit and/or the Common Elements, are not permitted.
- 3. The owner is responsible for the air conditioning equipment and the support pad serving their unit. Should the need arise for it to be replaced, the replacement must be of like size, type, and color. All requests for replacement must be submitted on the attached Request for Approval form. The size of the unit should not exceed 40X36. A photo showing the details of the measurements needs to be included with the modification request. The Executive Board may require removal of the replacement at the owner's expense if the Executive Board deems it to be unacceptable.
- 4. Light fixtures in front of the units can differ in sizes. Smaller or larger sizes are permitted but must match style shown in photos below. Black is the required color. Modification request is required prior to replacing. Bulbs in all lights can only be white or incandescent. No other colors are permitted.





5. When you have a side entrance (not flush with siding). Homeowners are permitted to remove the light fixture from the brick or siding and install one in the overhang of the front door. This is the only situation where this is permitted. Homeowners are responsible for replacing ay siding as needed to match existing and repair brick to match existing. The recessed light approved for this is Home Depot Mini 1-Light White Aluminum LED Indoor/Outdoor Ceiling surface Flush Munt/Wall Sconce with Frosted Lens, Round Trim. Brightness of light must be limited to not be a nuisance to your neighbors.



6. Rear exterior light fixtures are also the homeowner's responsibility. Rear fixtures should be exactly what is in the photo below. Same style and color is required. Modification request is required to be submitted. 8.25-in H Black Medium Base (E-26) Outdoor Wall Light. Item #338648 Model #40683 is on the left below. Additional model from Home Depot is G14806-BK and SKU# is 245746 and is on the right below.



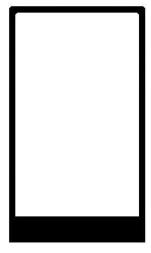


7. Kitchen vents and dryer vents are also required to be maintained by the homeowners. The vent on the left in the photo below is the kitchen vent (louvers) and the vent on the right is also a kitchen vent. Both are permitted, and also requires a modification request to be submitted before replacing. Item on the left is Funmit 6" Louvered Vent Cover for Exterior Wall Vent Hood Outlet Airflow Vent Dryer Air Vent.



Bathroom vents-To avoid moisture issues in the attic space, all bathroom exhaust fans must be vented out of the building via a roof vent. Homeowners are responsible to regularly check to make sure your vent is securely attached to the roof vent. Upon the sales of your property, the Seller is responsible for providing verification that the bathroom fan connection is in place and securely fastened to the vent on the roof. The seller must provide photos showing this connection is in place to the management company.

8. Storm doors may be installed by the unit owners, at their expense, and remain the property of the unit owner to be maintained and/or replaced as required. Storm doors must be white in color or match the color of the shutters on the exterior of the unit. Storm doors must be "full view", or they may have one 2-1/2" bar across the door, and they may have a bottom kick plate no higher than 12" from the bottom of the door. No designs are permitted on the glass door or the kick plates without prior written approval of the Board of Directors.







Pella Select Rolscreen 5600E

- 9. Railings may be installed on your front steps and must be constructed as follows:
- a) 1" square solid steel posts set in core drilled holes filled with hrydraulic anchoring cement
- b) ½" square solid steel vertical pickets alternating straight and twisted
- c) ½" x 1" steel channel bottom rail
- d) 1-5/8" wide formed steel handrail molding top rail





Homeowners would need to submit a modification request for installation and is financially responsible for installing their own railing if one is not present. Only one railing per home is permitted. It is recommended that you use William Henry Iron Works (215)-659-1887.

## B. PAINT COLORS - RICCARDI BROTHER'S AND ASK FOR DON KAISER'S ACCOUNT FOR:

- White Ben Exterior
   Semi-gloss latex (exterior)
   Color F&H High High White
- 2. Green Ben Exterior Color – Tarrytown Green HC-134
- 3. Red Ben Exterior Color Terracotta
- 4. Dark Blue Ben Exterior
  Semi-gloss latex (exterior)
  Color Patriot Blue Match
- 5. Black Handrails MAB Rust-O-Lastic Oil – High Gloss – Black
- 6. Wooden Patios Ben Exterior Solid Stain Color – Cape Cod Red

#### C. LANDSCAPING

- 1. It is the responsibility of the Association to maintain the trees, bushes, lawn area, etc., in the common areas as the budget allows. Unit owners shall not plant, place, prune, or remove trees or shrubs in or on the Common Elements unless they submit an Architectural request to the Executive Board for approval.
- 2. Unit owners are permitted to plant and maintain bulbs and annual flowers (height not to exceed 24") within the existing planting beds at the building foundation. Each resident is responsible for maintaining the flowers they plant. This includes removal of the dead flowers at the end of the flowering season. (The Association will not be responsible for damage to these plantings while performing normal landscape maintenance.)
- 3. No fruit or vegetable plants are to be planted in the planting beds or elsewhere on the Common Elements. This excludes a potted vegetable or fruit on the deck or porch. Residents are not permitted to plant anything that multiplies, or spreads, such as ivy, mint, vinca vine, morning glory, primrose, etc. No gardens or herbs can be planted in the mulch beds or any common area. Removal of these items will be charged back to the homeowners if these are planted.
- 4. No new planting beds may be started, nor existing beds altered, without the prior written approval of the Executive Board after submitting a written request with all pertinent details. (Please see attached Request for Approval form).
- 5. No trellises, vines, window boxes, decorative fencing or edging are permitted except those installed by the Association.
- 6. Any damage caused by any of the foregoing planting, by the Unit Owner or his/her tenant, is the responsibility of the unit owner and required corrections will be charged to the owner's account.

#### IV. UNIT LEASING

- 1. When a unit is to be leased, the owner must follow the provisions in the Declaration, Article XVI, Section 16, I-Leasing of a Unit and any Resolutions. Failure to do so is also a violation of Plumstead Township Tenant and Lessee Registration Ordinance # 6-5-90.
- 2. The lease must include our addendum requiring the tenant to be subject to the Association documents and rules. Lease must include names and relationship of all people occupying premises in addition to Tenant(s) who sign the lease. It is the unit owner's responsibility to provide to the Association all updated leases within 10 days of renewals. A signed copy of the Association "Addendum to Lease" must accompany lease and submit a \$100 leasing review fee.
- 3. All leases must be in writing for the whole unit for an initial term of at least one (1) year. No transient tenants are permitted in any unit.
- 4. A copy of the lease, and the Lease Addendum, census form, proof rental is registered with Plumstead Township, and a \$100 fee made payable to Patriots Ridge Condominium Association is to be given to the Executive Board within ten (10) days of the lease being signed. A unit may be leased subject to review by the Executive Board.

- 5. Those owners renting their units, who fail to file a copy of the lease, a signed addendum, census form, proof registered with Plumstead Township, or any renewal of existing lease with the Executive Board within ten (10) days of the date of signing, as required by Article XVI of the Declaration, shall be subject to a fine of \$100 in addition to any subsequent fines imposed by Plumstead Township.
- 6. The owner is responsible for the conduct of owner's tenants with respect to compliance with all association documents. The tenant must report any issues to the landlord and not directly to the management company.
- 7. The owner is responsible for paying Association fees, any fines, or damages assessed.

### V. ENFORCEMENT OF RULES

Complaints concerning violations of any provision of the Association's documents by an owner must be submitted in writing to the Executive Board or Management Company and signed by the unit owner making the complaint. The complaint must be in sufficient detail to determine whether a violation has occurred.

There are two procedures for enforcement: (1) Enforcement for Remediation and (2) Immediate Enforcement. Determination as to which category a rule applies is at the discretion of the executive board.

**ENFORCEMENT FOR REMEDIATION**: The Association shall follow this procedure to seek conformity to the rules and courtesy of the community as a whole.

#### A. Investigation

The Executive Board or a representative from the Management Company shall investigate the complaint to determine whether there is a reasonable cause to believe that a violation has occurred.

#### **B.** Violation Notices

The Association will send a written notice describing the violation to the owner and/or tenant instructing them to correct the violation within a specific number of days. Violations notices are not sent unless we have supporting documentation of the violation. Please keep this in mind when responding to a violation notice. If the violation remains and the owner has not submitted a written request for appeal within this time frame, a second notice will be sent. The second notice will also provide for a specific time frame for correction and/or state the amount of the penalty assessment charge.

#### C. Contestation

Any Association owner (on behalf of himself/herself or his/her tenant) shall have the right to contest a violation and/or fine. A letter must be forwarded to the management company within ten (10) days from the date of the violation for Board review. The letter must be professional in content and include all pertinent information in relation to the infraction. The Board will give full consideration to all requests in an impartial manner.

#### D. Penalty Assessments

If an owner or tenant does not comply with the initial notice, the Executive Board may commence with the second notice, and impose fines and/or penalties. Depending upon the seriousness of the violation, the fine could be enacted for each incident or an initial fine, and a per diem fine for each day the violation remains uncorrected. The maximum penalty assessment (as stated in the Bylaws) will be used unless reduced by the Executive Board.

#### E. Non-Compliance

In the event that an owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the owner for collection of the fines and compliance with the Association's documents. (First violation is \$50, the second is \$150, and \$300 thereafter for any subsequent violations.)

<u>IMMEDIATE ENFORCEMENT</u>: Violations of this nature are violations that occur and cannot be remediated by due process of warning letters. Additionally, severe violations also fall within the scope of this category. Example of immediate enforcement violations include trash violations, pet waste violations, game truck violations, moving truck violations, etc.

#### **A.** Investigation

The Executive Board or a representative from the Management Company shall investigate the complaint, when possible, to determine whether there is a reasonable cause to believe that a violation has occurred.

#### **B.** <u>Immediate Fine Assessment</u>

The Association will send a written notice describing the violation to the owner and/or tenant advising them of their immediate fine. All immediate fines will be assessed at a rate of \$100 per occurrence.

#### C. Appeal

Any Association owner (on behalf of himself/herself or his/her tenant) shall have the right to appeal an Immediate Fine Assessment by writing the Board a letter of explanation.

Any expense associated with the legal action, or the collection of fines assessed, including court costs, attorney fees, etc. incurred by the Association, shall be added to the complaint, and become the responsibility of the owner. If a judgment awarded by the court remains unpaid, the Executive Board may place a lien for the judgment plus costs against the owner's property and execute the same to the full extent of the law.

# VI

# **ADDENDUMS**

# SUPPLEMENTS

# **FORMS**

Please make copies of the Request for Approval form & New Lease Addendum, if applicable for future use.

## A.- REQUEST FOR APPROVAL -

CHECK ONE:	( ) <u>ARCHITECTURA</u>	<u>L</u>	( ) <u>LANDSCAPE</u>
Name of Applicant:		Da	te:
Telephone: (H)	(V	V)	
Description of Proposed Ch	nange or Modification to the hon	neowners unit and/o	r limited common area:
Reason for Proposed Chan-	ge or Modification:		
OF PAPER, NOT LESS TH ALSO, PLEASE SUBMIT	OSED ALTERATION MUST BE IAN 8-1/2" X 11", WITH ALL A COPY OF THE CONTRACTOR	PERTINENT DIMER PROPOSAL.	
( ) Request for approval	is denied for the following reaso	ons:	
ASSOCIATION AUTHOR	IZATION:	Date	
Addionized Signature		Date	
	BY THE ASSOCIATION, HOM CABLE PERMITS FROM PLUM		
NOTE: Completed form to	be returned to the Association'	s address as listed b	elow.

975 Easton Road • Suite 102 • Warrington, Pennsylvania 18976 • 215-343-1550

## B.- ADDENDUM TO LEASE -

	ease Agreement by and I			
Dated:		_, 20	for Unit	
	wing terms and conditions e Lease Agreement.	ns are i	ncorporated in and are s	pecifically made a
contained in the (Declaration), the (hereafter collectoregoing may be and responsibility charges and asset to as the "Associant for the per Condominium Association and the condominium an	e Patriots Ridge Condone Bylaws, the Rules and ctively referred to as the eamended from time to ties and, except as other essments of Patriots Riciation"), to be jointly and formance of all obligations, the Governing Documents	ominium ad Regul ne "Gov o time." erwise s idge Co d severa ons app iments,	es to be bound by all tenders Association Declaration lations, and the Administrerning Documents") as Tenant further agrees to specifically provided here andominium Association (lally liable with the Landlo blicable to the Unit under or otherwise during the tandy exercise any voting	of Condominium rative Resolutions any or all of the assume all duties in with respect to here after referred ord for all liabilities or the PA Uniform term of this lease.
Documer Trash Ro	nts including, but not limi emoval Schedule, in et	ited to, I ffect as	II and complete copies Patriots Ridge "Rules and of date of the Lease, erstood and agree to abid	Regulations" and and further, that
		Init	ial	Date
			ase and renewal of an e	
Condomi limited to	nium Rules and Regul	lations ong, and t	dge receipt of revised effective April 1, 2015 i further that Landlord and ime.	including, but not
		-	ial	Date
3. Lease Term:	No lease shall be for a to	erm of le	ess than one (1) year.	

4. Use of Unit. (1) The Unit is to be used only as a single-family dwelling. (I) No business

or occupation, whether professional or otherwise, is permitted to be operated from the Unit. (II) No lease shall be for less than the whole or entire Unit. (III) No transient Tenants may be accommodated in any Unit.

5. <u>Landlord's Obligation</u>. It is expressly understood and agreed that the Landlord shall not be released or relieved for any responsibility for the payment of any charges or Assessments levied by the Association, nor shall the Landlord be relieved or released from compliance with all the terms and conditions of the Governing Documents.

It is expressly understood and agreed by both the Landlord and Tenant that in the event the Landlord shall fail to pay any charge or Assessment levied by the Board against the Unit, and this failure to pay continues for sixty (60) days, the Board shall have the right, after first giving the Landlord written notice, sent by certified mail return receipt requested, that the Board so intends to proceed, to notify the Tenant in writing of the amounts(s) due and within fifteen (15) days after the date of the notice, Tenant shall pay to the Board the amounts(s) of all unpaid charges or Assessments. In no event shall the Tenant be responsible to the Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment. In no event shall the delivery of such notice from the Board to the Tenant or payment by the Tenant of the sums due from the Landlord to the Association give the Landlord any right to default under the Lease or otherwise fail to perform its obligation under the Lease. The amounts of unpaid charges or Assessments paid to the Board by the Tenant after the nonpayment by the Landlord shall be credited against and shall offset the next monthly rental installment due to the Landlord following the payment by the Tenant of the charges or Assessments to the Board.

- 6. <u>Landlord and Association Access.</u> The Tenant agrees to permit Landlord and/or the Association, or their agents, servants, workmen, or employees authorized by the Landlord and/or the Association, to have free access to the Unit, at reasonable times, for the purpose of making repairs or alterations as may be required, provided the Association shall have no obligations hereunder with respect to the repair of any portions of a Unit as set forth in the Governing Documents.
- 7. <u>Maintenance of the Unit.</u> The Tenant shall remove any and all garbage, trash, rubbish, or other matters that infringe upon the Common Elements and/or Limited Common Elements or interfere with the use and enjoyment by other residents of the Common Elements and/or Limited Common Elements which are shared by more than one Unit.
- 8. <u>Assignment and Subletting.</u> The Tenant shall not be permitted to assign or sublet this Lease, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

- 9. <u>Amendments and Modifications.</u> If this Lease is amended, extended or modified in any form, a written copy must be presented to the Association or its Managing Agent within ten (10) days of its execution.
- 10. <u>Conflict between the Terms of the Addendum and the Terms of the Lease Agreement</u>. To the extent that any terms or conditions of the Lease to which this Addendum is attached shall conflict with this Addendum, the terms and conditions of the Addendum shall control and govern.
- 11. <u>Improvements.</u> The Tenant shall not have the right to make alterations or improvements to the exterior of the Unit without prior written consent of both the Landlord and the Association.
- 12. <u>Enforcement.</u> The Association shall be a third party beneficiary of the terms and conditions of the Lease, and shall have the right to enforce same. Furthermore, in the event a Tenant is in violation of the Lease, Declaration, the Bylaws or the Rules and Regulations, then the Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorney's fees and court costs assessed and incurred by the Association in the enforcement of the Declaration, Bylaws and Rules and Regulations against the Tenant and the Landlord.

In addition to the right to institute violation procedures against the Tenant and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, has the right, but not the obligation, to file an eviction action on behalf of the Landlord against the Tenant, for any violation of the Governing Documents. Prior to the filing of an eviction action, the Association shall make demand on the Landlord to evict the Tenant. If the Tenant is not evicted by the Landlord within sixty (60) days from the date of the Association's demand on the Landlord, the Association shall be entitled to file such eviction action in the name of the Landlord.

Landlord	Tenant	
Landlord	Tenant	
Date:		

## PATRIOTS RIDGE CONDOMINIUM ASSOCIATION

### C. RENTAL LEASING CENSUS -

Owner/Landlord Information:	
Name(s):	
Address:	
Phone:	
Email(s):	
Emergency Contact:	
Tenant Information:	
Name(s):	
Rental Address:	
Phone:	
Email(s):	
Emergency Contact:	
Attach proof rental is registered with Plumstead Township:	