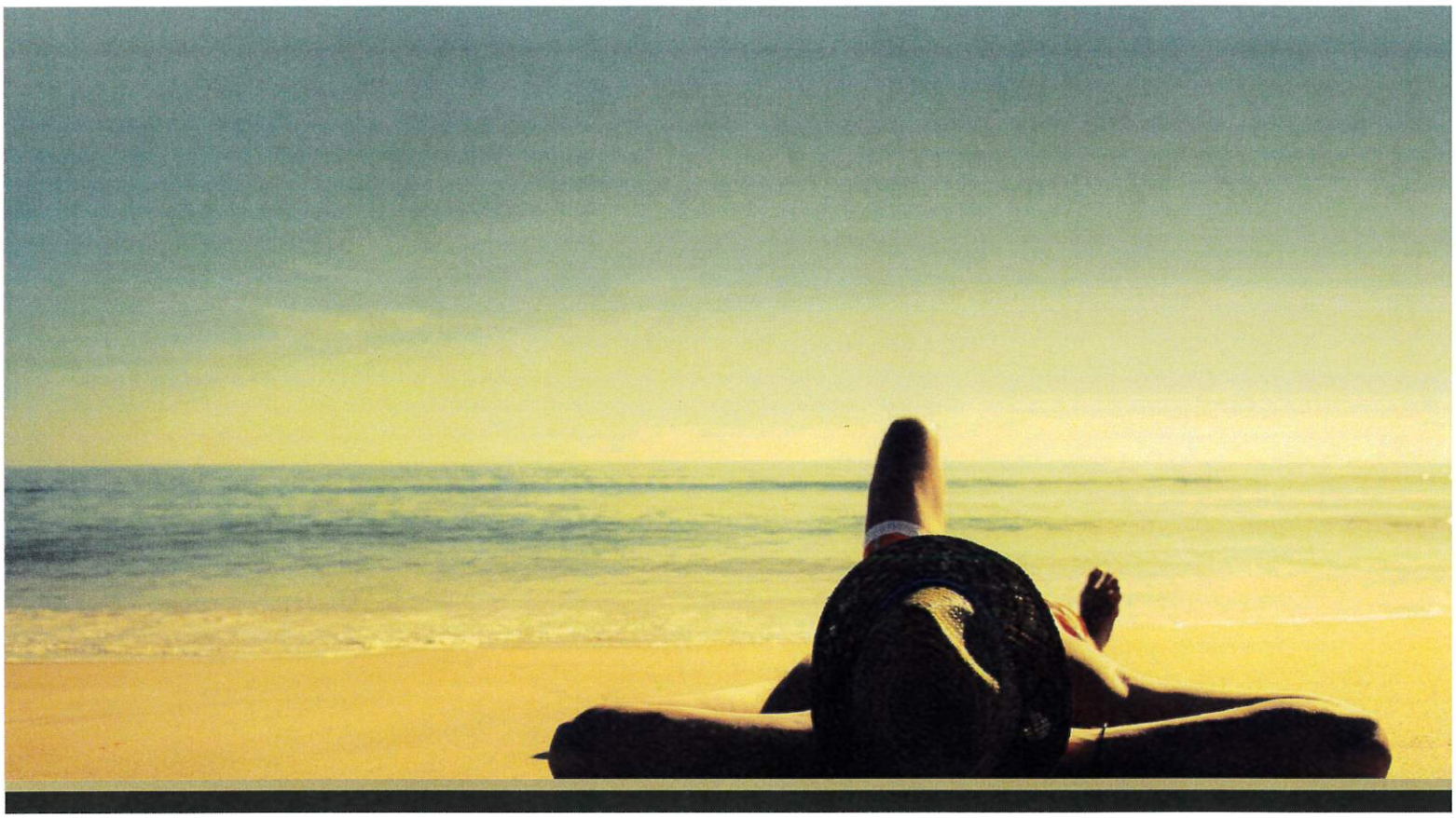
EAGLE RIDGE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations



THE SPIRES GROUP, PA
CERTIFIED PUBLIC ACCOUNTANTS

AMENDED AND RESTATED RULES AND REGULATIONS

SUBSTANTIAL REWORDING OF RULES AND REGULATIONS-

SEE CURRENT RULES AND REGULATIONS FOR CURRENT TEXT

AUTHORITY

The Bylaws of EAGLE RIDGE CONDOMINIUM ASSOCIATION, INC. authorize the Board of Directors (hereinafter called the "Board") to adopt such uniform administration rules and regulations governing the details of the operation of the condominium, and restrictions upon, and requirements respecting the use and maintenance of the apartments and of the common elements and limited common elements as may be deemed necessary to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the apartments, common elements, and limited common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, and the Bylaws of the Association.

The Rules and Regulations will be reviewed periodically by the Board of EAGLE RIDGE CONDOMINIUM ASSOCIATION, INC., and amended as necessary, to better serve the membership.

ENFORCEMENT

Complaints should be reported, in writing, to the Board, or to an officer of the Association.

Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

Disagreements concerning complaints will be presented to the Board for adjudication and appropriate action, with enforcement by civil legal process, if necessary.

EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance of the exterior of the building, the following shall apply:

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A. No owner, tenant, or other occupant of a condominium apartment may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface. Hanging laundry garments or other unsightly objects on balconies is prohibited.

B. No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements.

C. Occupants are not to erect, construct, maintain any wire devices, antennas, other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Board of the Association, unless otherwise provided herein.

D. No trash cans, supplies, milk bottles, or other articles shall be placed on the sidewalks, stairs, or other common area except where specifically designated. Nothing shall hang from the window, or be placed upon the exterior window sills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

E. **Television and Other Outdoor Antennae.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements:

Permitted antennas include (collectively hereinafter referred to as "antennas"):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as limited common element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the sides by the vertical balcony walls.

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Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including but not limited to concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written approval of the Board of Directors. It is the intent of this requirement to ensure that the structural integrity of the building (including but not limited to its water-proofness) is not compromised by the installation of antennas.

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

Safety Requirements. To safeguard the safety of the unit owners, occupants of the residence in which the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. Unit owners shall indemnify the Association for any loss or damage (including attorney's fees) occasioned by non-compliance with these obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

INTERIORS

No occupants may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the apartment) to any apartment or to the common elements without prior written consent of the Board of the Association and no change shall be made which would adversely affect the structural soundness of the building in which such apartment is located.

Any owner may fasten light fixtures, shelving , pictures, mirrors, objects of art, curtain rods, and similar household items to the walls of an apartment, provided they may be removed without substantial damage to common wall structure.

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OCCUPANCY

A. No owner, lessee, or other occupant of a condominium apartment shall use the apartment for other than single family residential purposes.

B. No occupant shall make any use of an apartment which violates any laws, ordinance, or regulations of any governmental body.

C. No occupant shall permit any nuisance, or illegal act in his apartment or in or on the common elements.

D. The apartments, common areas, facilities, and recreational facilities are designated for maximum occupancy of two (2) persons per bedroom in every apartment. In no event may more than five (5) persons permanently occupy a unit.

E. Permanent occupancy of any apartment in greater numbers must have prior written approval of the Board.

F. Units may not be used for business use or for any commercial use whatsoever except they may be leased for residential purposes.

G. Each unit owner and the occupants of a unit shall maintain in good condition and repair his unit and all interior surfaces within or surrounding said unit (such as the surfaces of the walls, ceilings, floors, etc), whether or not part of the unit or common elements, and maintain and repair the fixtures therein and pay for such utilities as are separately metered to his unit.

CHILDREN

There are no restrictions as regards children in residency, except as with children who are visiting, they will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

PETS

A. Pets will be limited to small animals (maximum weight of twenty-five (25) pounds at maturity).

B. Pets must be on a leash at all times when outside the confines of their owner's apartment, and exercised in the designated pet relief areas. When walking pets on Association property, the owner is responsible for picking-up after their pets.

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C. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.

D. Lessees or guests of owners will not be permitted to bring pets onto the premises.

E. Pets will not be allowed in the swimming pool area.

SAFETY

No one shall permit any activity or keep anything in a condominium apartment, storage areas, or common elements which would be a fire or health hazard or in any way tend to increase insurance rates or premiums on the condominium property. No baby carriages, velocipedes, or similar item shall be allowed to stand on the terraces, in the passageways or common areas of the condominium property. Bicycles shall be allowed to stand only in designated areas.

OBSTRUCTIONS

Sidewalks, driveways, apartment entries, and other common areas of travel must not be obstructed, littered, defaced or misused in any manner and are to be kept free of any materials which would be unsightly or hazardous. Plants and/or furniture placement must provide a minimum of thirty inches clear passage on sidewalks and walkways outside the units.

DESTRUCTION OF PROPERTY

Owners will be held responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or acts of their lessees or guests.

LEASING/RENTING

After notification to the Board of Directors as required by the Declaration, entire units may be rented provided the occupancy is only by the lessee, his family and guests, provided that all of the provisions of the Declaration and Bylaws of the Association, and the rules and regulations of the Association pertaining to the use and occupancy of the leased unit shall be applicable and enforceable against any person occupying a unit as a tenant to the same extent as they are applicable to the owner of a unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a unit to abide by the Rules and Regulations of the Association and the Condominium Documents of the Association as they may exist from time to time. The Association is and will be designated as the agent of the owner of the unit for the purpose of and with the authority to terminate any lease covering the unit upon the violation by the tenant of the provisions herein contained.

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GUESTS

House guests of unit owners may not maintain residence for a continuous period exceeding thirty (30) days.

It shall be the responsibility of the owner, to provide their guests a copy of the rules and regulations for use during their visit.

FOOD AND BEVERAGES

A. Food and beverages may be consumed in the common areas at the personal discretion of the owners, except for pool area where no food is allowed.

B. Owners are responsible for leaving the common areas used, in a clean condition. Frequent violators may have this privilege revoked by the Board.

C. Outdoor cooking is restricted to areas to be designated for that purpose. No barbecue grilling, using charcoal or other combustible materials, is permitted on lanais or landings.

NOISE

A. In order to insure your own comfort and that of your neighbors, radios, stereo amplifiers, and television receivers must be turned to a reasonable volume between the hours of 10:00 p.m. and 8:00 a.m. Sound emitting equipment should not be placed against or attached to walls common to apartment units.

B. All other unnecessary noises such as bidding good night to departing guests, loud conversation to balconies and in common areas should be avoided.

C. No organs or electronically amplified musical instruments may be used without the written consent of the Board.

D. No nuisance or commotion or any immoral or illegal act shall be permitted in or about the condominium property.

E. No unit owner shall make or permit any disturbing noises in the building made by himself, his family, servants, employees, agents, visitors, etc., or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

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BICYCLES/MOTORCYCLES

A. Bicycles may be operated on the premises, but must be kept in assigned areas when not in use.

B. Motorcycles are not to be operated on the premises, except for ingress and egress. Motorcycle engines may not be revved up on the premises and must be operated with a muffler system in good operating condition.

SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever unless invited by the apartment owner to be solicited, or specifically authorized by the Board.

PARKING

A. An owner shall park his respective vehicle parallel to and within the boundaries of the parking space.

B. Parking spaces area limited to private passenger vehicles, as further explained below, and use of the space for storage or any other types of vehicles, equipment or apparatus is prohibited. Recreational vehicles, boats on trailers, and trailers will not be allowed to park at Eagle Ridge, except in areas assigned by the Board for periods not to exceed 48 hours.

C. Automobile parking spaces shall be used solely and exclusively for that purpose. No commercial vehicles, governmental vehicles, buses, open-bed vehicles (except permitted pick-up trucks), campers, mobile homes, motor homes, golf carts, off road vehicles, inoperable vehicles, boats, trailers of any kind shall be permitted to be parked or stored at any time upon condominium property, unless otherwise provided herein. No trucks (except pick-up trucks of 3/4 ton or less weight rated capacity that are used solely for personal transportation and are not used as commercial vehicles) are permitted to be parked or stored at any time upon the condominium property. This provision applies to all owners, tenants and guests and other invitees of owners or tenants. This provision shall not apply to the temporary (less than 12 hours) parking of trucks, commercial vehicles and open-bed vehicles used by outside vendors to furnish commercial services to the condominium property (the units or common elements). No trash, debris or other goods or materials may be kept in the beds of permitted passenger pick-up trucks unless the bed has been covered with a commercially fabricated top which has been approved by the Board of Directors.

The following definitions shall apply for purposes of this provision:

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"Truck" means all vehicles of every kind, with a three-quarter (3/4) ton or greater rated weight-carrying capacity, which are manufactured, designed, marketed or used for transporting goods of any nature. "Truck" shall include, but shall not be limited, to step, panel, or cargo vans of any weight, or size. Provided, however, that the term "truck" shall exclude passenger vans primarily designed for the carriage of eight or less passengers, and not primarily designed for the carriage of goods. The term "truck" shall also exclude "mini-vans", marketed under nameplates such as: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar, and vehicles of similar design and size. Further, the term "truck" shall exclude "sport utility vehicles" primarily designed, marketed, or used for the carriage of eight or less passengers, and not primarily designed, marketed or used for the carriage of goods. Sport utility vehicles marketed under the nameplates: Chevrolet Suburban, Tahoe, or Blazer; Ford Expedition, Explorer or Bronco; Jeep Wagoneer or C.J. Series, and vehicles of similar design and use shall not be considered "trucks" for purposes of this provision.

"Commercial Vehicles" means all vehicles of every kind whatsoever (including regular passenger automobiles), which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, equipment, racks, ladders, apparatus, or otherwise indicates a commercial or other non-personal use. Vehicles designed for commercial purposes whether or not so used (e.g. hearses, limousines, etc.) are prohibited.

"Governmental Vehicles" means all vehicles of any kind whatsoever which contain markings or apparatus indicating that the vehicle is used in the performance of governmental services or functions, and not primarily as a passenger automobile. By way of example, but not limitation, fire trucks, ambulances, and City or County staff vehicles are included within the definition of governmental vehicles. Police cruisers are permitted.

"Bus" means all vehicles of any kind whatsoever, including vans, manufactured, designed, marketed or used as a bus, for transport of nine or more passengers, or the carriage of goods.

"Open-Bed Vehicles" means all vehicles of any kind whatsoever, excluding permitted pick-up type trucks including flatbeds, which have exterior unenclosed areas, no mater what the size, which unenclosed areas are manufactured, designed, marketed or used for storage, placement, or transportation of goods or any other types of objects. The enclosure of an open-bed vehicle or truck with a "capper", "topper", or similar enclosure shall not serve to remove the definition of such vehicle as a "truck" or "open-bed" vehicle (i.e. said vehicles are still prohibited from being kept, stored, or parked upon the condominium property).

"Off-Road Vehicles" means all vehicles or conveyances which are primarily designed or marketed for non-highway recreational or commercial use. By way of example, but not

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limitation, "ATV's", "dune buggies", "souped-up" passenger vehicles, "dirt bikes", "mini-bikes", "monster trucks" and "swamp buggies" shall be considered off-road vehicles.

"Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

"Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

"Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles which contain showers, restroom facilities, or cooking facilities shall also be considered motor homes.

"Golf Cart" means any motor or electronic vehicle or other than a bicycle, motorcycle, or moped, designed and manufactured for operation on a golf course, or other conveyance for sporting or recreational purposes.

"Inoperable Vehicles" shall include any vehicle, of any nature whatsoever, which is not capable of normally and safely engaging in highway travel. Any vehicle which does not display a current license automobile tag shall also be deemed an "inoperable" vehicle.

"Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property, including personal watercraft such as "jet-skis".

"Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

Unit owners or tenants who are not residing at the condominium, and whose unit is unoccupied, may store no more than one operable vehicle on the condominium property (assuming same is otherwise permitted by this provision), and must store said vehicle in their assigned parking space. Cloth covers (but not plastic) may be placed over stored automobiles. No automobile may be stored for more than six months in a calendar year, and no stored automobile may remain if it is inoperable (e.g. not currently licensed) and/or becomes unsightly (e.g. flat tires, broken glass, rust holes, etc.). Unit owners or tenants who store a vehicle on the common elements, while said owner or tenant is absent from the unit, must leave a key to the vehicle with management, for use in the event of an emergency, or in connection with maintenance of the common elements (e.g. parking lot resealing

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and/or resurfacing). Unit owners or tenants may park in the assigned carport space of a unit owner or tenant who is away from the condominium, only with written permission of the owner or tenant of said unit, which must be provided to the Board of Directors or management. Vehicles must be parked with the front of the vehicle facing the parking bumper. Any vehicle which is in violation of any provision of this provision may be towed away, at the owner's expense, without limiting other remedies of the Association for enforcement of this provision.

SANITATION

A. Occupants will not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, and each apartment and the common elements shall, at all times, be kept in a clean and sanitary condition. Garbage shall be placed in waterproof bags or similar containers before being placed in trash receptacles.

B. Occupants shall not allow anything to fall or be thrown from windows, doors or balconies. No sweepings shall be ejected from any apartment in the common elements.

C. Garbage dumpsters and recycling containers are provided at the east and west ends of the parking lot. Where possible, waste items must be bagged and placed in the dumpsters. Discarded furniture and the like must be flattened and placed in the dumpster. Recycling materials must be placed in the appropriate container with corrugated broken-down and placed in the newspaper container. **Note: Collectors will not take anything that is not in the dumpsters or containers; therefore, no materials are to be left on the ground!**

FACILITIES/GENERAL

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of the a member or lessee may use the facilities unless in actual residence of accompanied by a member or lessee.

B. These rules and regulations shall apply equally to owners, their families, guests and lessees.

SWIMMING POOL

A. Owners, their families, lessees, and guests using the swimming pool do so at their own risk.

B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and patio area.

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C. Glass containers are prohibited in the swimming pool area.

D. Children under the age of 12 must be supervised by an adult.

E. Children in diapers must wear tight fitting rubber pants or SWIMMERS before entering the pool.

F. No pets are permitted in the pool area. No food is allowed in the pool area.

G. No fishing is permitted off the pool deck.

ACCESS

The Association may retain a pass key to the premises. No apartment owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board. In case such consent is given, the apartment owner shall provide the Association with a key for the use of the Association pursuant to its statutory right to access to the premises.

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EAGLE RIDGE CONDOMINIUM ASSOCIATION, INC.

FAQ



THE SPIRES GROUP, PA
CERTIFIED PUBLIC ACCOUNTANTS

Eagle Ridge Condominium Association, Inc.

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

AS OF JANUARY 1, 2020

Q: **What are my voting rights in the condominium association?**
A: Each Unit is entitled to one vote regardless of the number of joint owners.

Q: **What restrictions exist on my right to use my unit?**
A: Units shall be occupied only as a residence; no commercial or business use allowed. The exterior appearance of any unit may not be altered. Only two (2)pets are allowed per unit. Further restrictions to be found in your condominium documents.

Q: **What restrictions exist on the leasing of my unit?**
A: Only entire units may be leased or rented. No lease shall be approved for less than one month). Sales and leases require the approval of Board of Directors of the Association.

Q: **How much are my assessments to the condominium association for my unit type and when are they due?**
A: Maintenance fees are $1488.00 quarterly.

Q: **Do I have to be a member in any other association? If so, how much are my assessments?**
A: Not applicable

Q: **Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**
A: Eagle Ridge Homeowners' Association, Inc. shall be responsible for maintaining the drainage and surface water management system.
Assessments will be made to each individual.

Q: **Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so how much annually?**
A: Not applicable.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each case.
A: Not applicable.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.