

RULES AND REGULATIONS
THE RIDINGS AT BROOKSIDE CONDOMINIUM ASSOCIATION

Revised as of October 2021

TABLE OF CONTENTS

	Page #
ARTICLE I – INTRODUCTION	
Section 1 – Condominium Living & The Rules	3
Section 2 – General Use	3
Section 3 – Purpose of These Rules	3
Section 4 – Authority	4
Section 5 – Applicability	4
Section 6 – Suggestions	4
Section 7 – Enforcement	4
Section 8 – Unit Owner Resident Contact Information	4
Section 9 – Forms	5
ARTICLE II – ARCHITECTURAL CONTROL	
Section 1 – Owner’s Responsibilities	5
Section 2 – Rules Governing Interior of Unit	7
Section 3 – Rules Governing Exterior of Unit	8
Section 4 – Alterations to Unit	12
Section 5 – Landscaping Control	13
ARTICLE III – COMMON AND LIMITED COMMON ELEMENT USE AND MAINTENANCE	
Section 1 – Use and Maintenance	14
Section 2 – Outside Storage	15
ARTICLE IV – PET POLICIES	
Section 1 – Pet Limitations	16
Section 2 – Pet Control	16
Section 3 – Pet Maintenance	17
ARTICLE V – VEHICLE POLICIES	
Section 1 – Parking	18
Section 2 – Speed Limit and Stop Signs	20
Section 3 – Vehicle Registration	20
Section 4 – Vehicle Limitations	21
Section 5 – Repair and Washing Restrictions	21
Section 6 – Liability and Responsibility of Guests	22
Section 7 – Motorcycles	22

	Page #
ARTICLE VI – SNOW REMOVAL	
Section 1 – Association Responsibility	22
Section 2 – Procedures	22
ARTICLE VII – TRASH AND RECYCLING COLLECTION	23
ARTICLE VIII – NOISE, DISTURBANCE AND UNLAWFUL USE	
Section 1 – Noise and Disturbance	24
Section 2 – No Unlawful Use	24
ARTICLE IX – EXTERMINATION POLICY	24
ARTICLE X – MONTHLY MAINTENANCE FEE, LATE CHARGES, FINES AND PRIVILEGES	
Section 1 – Association Maintenance Fees	25
Section 2 – Suspension of Privileges	26
Section 3 – Fines	26
ARTICLE XI – INSURANCE	26
ARTICLE XII – SOLICITATION	27
ARTICLE XIII – SWIMMING POOL REGULATIONS	
Section 1 – Use of the Pool	27
Section 2 – Health and Safety	27
ARTICLE XIV – COMMUNITY BUILDING USE AND RENTAL REGULATIONS	28
APPENDICES/FORMS	31
APPENDIX A1 – Request for Exterior Alterations, Building	
APPENDIX A2 – Request for Exterior Alterations, Landscaping	
APPENDIX B – Contractor Requirements	
APPENDIX C1 – Maintenance Request Forms, Building	
APPENDIX C2 – Maintenance Request Forms, Grounds	
APPENDIX D – Homeowner Information	
APPENDIX E – Report of Infraction/Violation	
APPENDIX F – Exterior Specifications	
APPENDIX G – Limited Common Elements – Responsibility Chart	
APPENDIX H – Community Building Rental Agreement	
APPENDIX I – Preauthorized Electronic Assessment Payment	
APPENDIX J – Fireplace Affidavit	

RULES AND REGULATIONS
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ARTICLE I – INTRODUCTION

SECTION 1 CONDOMINIUM LIVING AND THE RULES

Buying a condominium unit involves the acquisition of a financial interest in real estate; however, it requires the buyer to accept the requirements of the Declaration of Condominium, the By-Laws of the Condominium Association, and these Rules and Regulations. Each owner and/or tenant is to be given a copy of the Declaration, the By-Laws, and the Rules and Regulations. It is their responsibility to read these documents.

Each owner, by purchasing a unit, agrees to participate in a living environment of common benefit in close proximity to neighbors. The key words are ***“common benefit”***. In order to be able to enjoy condominium living, maintain the property value, and have the comfort and convenience of a condominium, owners and tenants alike have to cooperate.

SECTION 2 GENERAL USE

Section 2.1 Residential Use Only

All units shall be restricted to residential use and shall be used for single family residences only.

Section 2.2 Family Unit

Not more than three adult individuals, unrelated by blood or marriage, shall be considered as a single family.

Section 2.3 Household Occupations

Occupations conducted in the home may be conducted within a unit if such use is incidental to the unit’s primary residential use, has no employees, and is approved by municipal authorities having jurisdiction of such use.

SECTION 3 PURPOSE OF THESE RULES

The Board of Directors has adopted these Rules and Regulations to provide each unit owner and tenant with the information necessary for the successful operation of The Ridings at Brookside.

The Rules and Regulations are based upon the Declaration, the By-Laws, and the Pennsylvania Uniform Condominium Act.

SECTION 4 AUTHORITY

The authority for adopting and enforcing these Rules and Regulations is given to the Board of Directors by (1) *The Pennsylvania Uniform Condominium Act – 1992: 68 Pa. C. S. A. Section 3101, et seq. (the “Act”, as amended)*; (2) *The Declaration of Condominium for The Ridings at Brookside* (The Declaration); and (3) *The By-Laws of The Ridings at Brookside Condominium Association* (The By-Laws).

SECTION 5 APPLICABILITY

These Rules and Regulations are applicable to unit owners and their family members, tenants and their family members, lessees, their agents, employees, contractors, suppliers, guests, invitees, and licensees.

SECTION 6 SUGGESTIONS

Any unit owner or tenant having constructive suggestions for additions, changes or improvements to the Rules and Regulations or for the general operation of the Ridings at Brookside is invited to submit them, in writing and signed, to the Board of Directors through the Management Company via email or regular mail.

SECTION 7 ENFORCEMENT

Adherence to this set of Rules and Regulations is in the best interest of our community. It is the responsibility of all unit owners and tenants to observe and report violations. Please use APPENDIX E – REPORT OF INFRACTION/VIOLATION for reporting. Violators will receive a notice of violation from the Management Company and a processing fee may be charged.

SECTION 8 UNIT OWNER RESIDENT CONTACT INFORMATION

Section 8.1 All Unit Owners/Residents of the Ridings at Brookside Condominium Association are required to provide the Board of Directors, through the Management Company, with current contact information including mailing address, telephone numbers, email addresses, emergency contact information, vehicle identification information, and tenants/occupants names, telephone numbers and vehicle identification information within twenty (20) days of change of occupancy or within twenty (20) days upon request of the Management Company. Use APPENDIX D – HOMEOWNER INFORMATION.

Section 8.2 Failure to Comply within the twenty (20) day deadline shall result in a fifty dollar (\$50.00) per month fine until registration is complete.

Section 8.3 Unit Owner/Resident information will not be distributed to other parties without the express permission of the Unit Owner/Resident. This information is for the exclusive use of Board of Directors and Management Company only to be able to contact the Unit Owner/Resident regarding the Ridings at Brookside Condominium Association matters.

SECTION 9 FORMS

Following is a list of forms and their intended purpose. Copies are available at the Management Company website and can be found in the Appendix section of this document.

- Request for Exterior Alterations, Building – request approval for Unit Owner to make an exterior alteration such as, but not limited to, adding an awning over the deck, modifying the deck, adding or changing a storm door
- Request for Exterior Alterations, Landscaping – request for Unit Owner to add a landscape feature adjacent to the Unit but NOT on the Common or Limited Common Areas
- Maintenance Request Forms, Building – request an Association covered repair to roof, siding, gutters, downspouts, etc.
- Maintenance Request Forms, Grounds – request for Association covered maintenance dealing with trees, drainage, landscaping, etc.
- Homeowner Information – used to provide Management Company with information to use in case of emergency; to provide tenant information; and to register pets and vehicles.
- Report of Infraction/Violation – used to report a suspected Rule Violation
- Community Building Rental Agreement – request for rental of Community Building
- Preauthorized Electronic Assessment Payment – request AutoPay option for Maintenance Fee
- Fireplace Usage Affidavit – to certify that fireplace is not used and, therefore, not subject to 3-year cleaning requirement

ARTICLE II – ARCHITECTURAL CONTROL

SECTION 1 OWNER’S RESPONSIBILITIES

Unit Owners are responsible for the repair and routine maintenance of the following (refer to APPENDIX G – LIMITED COMMON ELEMENTS—RESPONSIBILITY CHART for details):

Section 1.1 Interior

All interior fixtures, surfaces, doors, partitions, floors, furnishings, appliances, equipment, plumbing, garage door openers, electrical wiring, telephone, cable television and internet wiring and cabling, lamps and lighting equipment, and any other interior item.

Section 1.2 Exterior

- All exterior doors, wood trim, pillars, storm/screen doors, locks and any other related hardware.

- All windows and vertical windows adjacent to doors, wood trim, and any associated screens.
- Decks and balconies (including railings and stairs) and raised decks (including railings).
- Exterior electrical lighting fixtures including cleaning and/or replacement (like in kind) and bulb replacement.
- Garage door maintenance, repair, and painting (if wooden). Paint color must be in accordance with Association guidelines.
- Chimney cleaning – must be cleaned every three years (commencing 2006) with written certification provided to the Management Company. If the Chimney is never used, a form shall be obtained from the Management Company to be submitted along with a photo of chimney as proof of inactivity.
- Awning maintenance and repair.
- Any drain clog that occurs in a sink, shower, toilet, dishwasher, clothes washer or other drain; and the drain clean-out located outside the unit all the way to the junction where the drain line meets the sewer main in the Common Elements.
- Sewer Laterals
 - As stated in APPENDIX G – LIMITED COMMON ELEMENTS— RESONSIBILITY CHART the Unit owner is responsible for repair and replacement of a Unit sewer line while the Association is responsible for repair and replacement of the common sewer line. However, due to the shared use of Unit sewer lines on Lindfield Circle, the Association will be responsible for repair and replacement of both Unit and main sewer lines for townhomes on Lindfield Circle.
 - In addition, the Borough of Macungie requires that the lateral sewer line be inspected and videotaped at the time of a Unit’s sale and any necessary repairs be made by the seller prior to sale.
- Exterior spigots – repair/replacement.
- Any other service or utility line benefiting the individual unit including but not limited to water, electric, cable, telephone, internet or sewer.
- Any heat pump/air conditioning unit and supporting concrete or stone.
- Dryer Duct Inspections (as amended by the Board of Directors on February 21, 2011)
 - 101-195 Lindfield Circle Unit Owners shall have their dryer ducts inspected from dryer to exterior vent every three years beginning 2011 and due by the end of each inspection year. Unit Owners shall provide a written certification from a licensed contractor that the dryer duct is clean, in good condition and the exterior dryer vent cover is in good repair.
 - In the event the inspection results in finding the dryer vent duct system clogged or the exterior vent cover is broken or missing, the Unit Owner shall promptly clean and/or make required repairs. If the vent duct needs to be replaced, it must be replaced per Borough of Macungie Code. Which as of the date of this Rule Amendment currently (subject to

Borough revision) requires the following: M1502.4.1: Clothes dryers require a minimum 4-inch diameter metal duct, with a metal wall thickness of at least 26 gauge (.016 inches), with smooth interior finish. Due to the fact that a licensed and insured contractor must be utilized, the contractor must follow the current code at the time of the replacement.

- All certifications must be received by the Management Company office no later than December 31st of the inspection year. First inspection due date is December 31, 2011 and every three years thereafter.

SECTION 2 RULES GOVERNING INTERIOR OF UNIT

Section 2.1 Window Coverings

Window coverings are defined as any visible window covering or treatment. All windows of occupied units must have window treatments installed within the first 30 days of occupancy. These treatments must be white or off-white draperies, curtains, shades, shutters, horizontal or vertical blinds.

Section 2.2 Window Fans and Window Air Conditioning Units

Window fans and window air conditioners are not permitted.

Section 2.3 Window Signs

Window signs are limited to the following:

- “Tot Finder” or “Pet Finder” signs. Tot Finder” sign(s) shall be placed in the appropriate window(s).
- A “For Sale Sign” in the window.
- A “Security Company” sign.

Section 2.4 Window Displays

Only sun catchers and signs as listed above are permitted to be displayed in a unit’s window.

Section 2.5 Garage Sales

Garage sales are prohibited unless sponsored by the Board of Directors.

Section 2.6 Miscellaneous

Laundry may not be hung in a manner visible to other unit owners (e.g., open garages, decks, balconies, etc.)

SECTION 3 RULES GOVERNING THE EXTERIOR OF UNIT

Section 3.1 General Decorations

- A maximum of three year-round decorative items may be placed on the front stoop or steps or in the garden area which is defined as the planting area which extends from the foundation of a unit to the edged border and other planting beds.
- Decorations of any kind are not permitted on the Common Elements including all grass areas and the edge of the unit's garden area so as not to impede lawn maintenance.
- Seasonal wreaths may be placed on doors. Wreaths should be placed on magnetic hooks in such a way that the paint surface is not damaged and located so that the unit address numbers are not obscured.
- Lights or other decorations may not be nailed or otherwise attached to the exterior of a unit except on wooden railings of decks and balconies.
- Any allowable decorations must not constitute a hazard of any type to persons or property, e.g., all wiring must be Underwriter Laboratories (UL) approved and wiring shall not cross steps, sidewalks or entry ways.
- Small (no more than 12" by 18") garden flags or signs must be decorative, not promotional nor informative.
- All decorative fencing is prohibited.
- All inflatable figures are prohibited.
- Any damage caused by the placement of any decorations shall be the responsibility of the unit owner. If the repair is not completed within a timely manner (approximately two weeks), a contractor will be hired by the Association and billed to the homeowner.

Section 3.2 Holiday Decorations

- End of the year holiday decorations may be displayed between November 15 and January 15.
- Decorations and lights for other holidays during the year (e.g., Easter, Hallowe'en) shall be limited to be displayed for no more than fourteen (14) days prior to the holiday and removed by five (5) days past the holiday.
- Decorative items may be placed on the front stoop or steps or in the garden area which is defined as the planting area which extends from the foundation of a unit to the edged border and other planting beds.
- Decorations of any kind are not permitted on the Common Elements including all grass areas and the edge of the unit's garden area so as not to impede lawn maintenance.
- Holiday wreaths may be placed on doors. Wreaths should be placed on magnetic hooks in such a way that the paint surface is not damaged and located so that the unit address numbers are not obscured.
- ALL inflatable holiday figures such as a Santa, snowmen, reindeer or other animals, candy canes, etc. are prohibited.
- Holiday lights may be placed on trees or shrubs in the garden space in front or side of a unit or on decks or balconies. The trees or shrubs must be large enough to hold the lights

without damage to the vegetation. Care must be exercised to place wiring where it will not be hazardous to either persons or property.

- Lights or other decorations may not be nailed or otherwise attached to the exterior of a unit except on wooden railings of decks and balconies.
- Any allowable decorations must not constitute a hazard of any type to persons or property, e.g., all wiring must be Underwriter Laboratories (UL) approved and wiring shall not cross steps, sidewalks or entry ways.
- Any damage caused by the placement of any decorations shall be the responsibility of the unit owner. If the repair is not completed within a timely manner (approximately two weeks), a contractor will be hired by the Association and billed to the homeowner.

Section 3.3 Signs

No signs of any type may be displayed on the Common or Limited Common Elements except for "For Sale" signs. "For Sale" signs will be limited to window displays during the week. Yard signs may also be displayed from 6 PM Friday to 6 PM Sunday. Directional signs may be displayed only on the day of the "Open House". "Security Company" signs or placards may only be displayed in a Unit window or in the Unit's garden area.

Section 3.4 Address Numbers

All units must have three numbers mounted as follows:

- The numbers for all unit models (except the Brighton) shall be mounted on the front door approximately 13" from the top of the front door.
- On Brighton models, the numbers shall be mounted on the side doors approximately 13" from the top.
- All numbers shall be 4" high and brass italic style.
- Numbers shall not be covered with any decoration or other obstruction which will make it difficult for emergency personnel to determine the unit number.
- Rear unit numbers are required. They will be installed at the Association's expense; however, replacement will be charged to the unit owner.

Section 3.5 Decks, Patios and Balconies

- Unit owners are responsible for the use, maintenance and repair of the deck, patio or balcony associated with their unit.
- No items other than those usually associated with the use of decks, patios and balconies may be kept or stored on them. Examples of acceptable items for storage are: patio or deck furniture, grills, flower boxes and bird feeders. For safety purposes, no loose items may be kept on the railings of decks or balconies. Items on the deck railing, such as flower boxes, must be securely fastened. Please see Section 3.11, "Use of Barbecue."
- The following items may not be stored on decks, patios, balconies or front stoops: brooms, shovels, waste baskets, refuse cans, etc. See also Article III, Section 2, "Outside Storage."
- The railing of decks, raised decks or balconies may not be used to hang or drape clothing, rugs, sheets, blankets, laundry of any kind or any other item.

- Outdoor fireplaces, chimineas or fueled tiki torches are not permitted. Propane and electric firepits are permitted and must be kept at least 7 feet from siding.
- Pergolas on decks are allowed with prior Board approval (use APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATION, BUILDING)
- Decks are not permitted to be permanently carpeted. Carpeting may be used between April 1 and November 15.
- Canvas tops on “gazebo” tents on decks may be in place between April 1 and November 15. Supports may remain in place year-round.

Section 3.6 Maintenance of Deck, Patio and Balcony

- It is the responsibility of each unit owner to apply a good grade of wood preservative (as listed on the website or in official mailings and APPENDIX F, Exterior Specifications) to decks and balconies every three years or earlier as required.
- All wooden elements of the decks, patios, and balconies must be treated with the wood preservative. This includes the flooring, railing, steps, privacy screens, lattice work enclosing the decks, etc., including any approved structures added by the unit owner.

Section 3.7 Storm Doors

- Storm/screen doors shall be the EMCO/Anderson™ full-view or self-storing door in the color “almond” to match the color of the wood trim.
- Those storm/screen doors already installed which are not “almond” colored EMCO/Anderson™ full-view doors are grandfathered as of January 1, 2006. The above regulations pertaining to type and color must be complied with when the unit is sold or when the storm/screen door is replaced.

Section 3.8 Lighting Fixtures

- Outside lighting fixtures (other than recessed porch lighting) must be oiled rubbed bronze finish carriage style lamps only. Replacements must be similar to the existing lamps. Front porch hanging ceiling lights should be in an oiled rubbed bronze finish in a style compatible with the carriage style. If the light malfunctions, APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING, should be submitted to request repairs. APPENDIX A1 shall also be submitted to request use of a similar style lamp equipped with motion sensors; motion sensor lights will be the owner’s expense.
- No other permanent lighting fixtures may be attached to the exterior of the unit.
- Low voltage/solar lights are permitted only in the garden area at a distance of 24” apart. Any damage is the unit owner’s responsibility.

Section 3.9 Bird Feeders

Bird feeders may be attached securely to railings of decks or balconies provided that the birds do not create a nuisance for any neighbor. If a neighbor objects to the placement of a bird feeder, the unit owner must remove or relocate the feeder. All other feeding of wildlife is prohibited.

Section 3.10 Wind Chimes

Wind chimes are acceptable provided they do not create a nuisance to any neighbors. If any neighbor objects, the unit owner must remove or relocate the chimes.

Section 3.11 Use of Barbecue

- Barbecue grills (LP gas, charcoal and electric) may be used on decks, raised decks and patios. Barbecue grills may not be used on Lindfield Circle balconies due to increased risk from fire and damage to the membrane protecting the garage below.
- When a grill is in use, it must be at least 7 feet away from the vinyl siding. Excess heat will melt the siding and grease splatters will stain the siding permanently. Damaged siding from barbecues will be replaced at the unit owner's expense.
- A fire extinguisher (Class ABC) should be within arm's reach whenever a grill is in use.
- Barbecue grills are not to be used elsewhere on the Common or Limited Common Elements without written approval of the Board of Directors.

Section 3.12 Satellite Dish and Antenna Policy

The Association follows the current guidelines mandated by the Federal Communications Commission per the Over-the-Air-Reception Devices (OTARD) Rules for Satellite Dishes and Antennas. Per these guidelines, the Association may prohibit satellite dishes and antennas on the Association's common grounds. Satellite dishes are limited to areas such as decks, patios or on the concrete entry stoop. Satellite dishes and antennas may not be installed on the siding or roofs of the units. Any damage to the Common Elements from an existing or new installation is the responsibility of the unit owner. Repair of such damage shall be borne by the unit owner. It is recommended that the unit owner submit APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING prior to installing a satellite dish to ensure that the dish is installed on an authorized location.

If a unit owner would like to install a satellite dish on the common ground, the unit owner is required to submit APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING with the contractor's certificate of insurance and obtain Board written permission prior to placing the dish on common ground in landscaping beds. The Board may require additional landscaping to shield the dish which will be paid for by the unit owner.

If a satellite dish or antenna is not being actively used or when the resident/unit owner moves from the home, the satellite dish or antenna must be promptly removed.

Section 3.13 Awnings

- Awnings are considered an alteration to the exterior of a unit. As such, prior written approval by the Board of Directors is required. APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING must be used to obtain Board Approval.
- Awnings must be maintained in good condition. Dirty or torn awnings are not permitted.
- Removal of awning and subsequent necessary repair to siding is Owner's responsibility as noted in Article II Section 1.2.

Section 3.14 Flags

Only U.S., Pennsylvania state and official U.S. military flags are permitted. Proper flag etiquette must be followed: no torn flags or flags on the ground are permitted. Flags may not be nailed or otherwise attached to the exterior of a unit. Any damage caused by the placement of a flag shall be the responsibility of the unit owner. Small decorative flags no larger than 12" by 18" may be displayed in a garden area.

SECTION 4 ALTERATIONS TO UNIT

Section 4.1 Purpose

- The purpose is the preservation and enhancement of the integrity, value, and beauty of The Ridings at Brookside Condominium. The following are intended to conform to and accommodate the special needs and desires of the Association and, at the same time, maintain the architectural consistency and topographical harmony and uniformity originally intended.
- The Board recognizes that individual tastes and styles may change or deviate from the original intended personality and character of the community; therefore, it is necessary to establish uniformity and enforcement policies to implement architectural and property use restrictions for unit owners.

Section 4.2 General Restrictions

No unit owner shall make or permit any changes to the unit or upon the Common or Limited Common Elements which adversely affects the structural integrity of the property, the safety, comfort or convenience of other units or would in any way affect the insurance coverage provided by the Association.

Section 4.3 Approval

No external projects may be started before receiving written approval (Use APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING). Any projects that are started or completed before receiving written approval may result in fines and/or an order to remove the unapproved alteration.

Section 4.4 Application Form

Whenever any addition, alteration or improvement (storm doors, awnings, decks, etc.) is being considered by the unit owner, a written application form (Use APPENDIX A1 – REQUEST FOR EXTERIOR ALTERATIONS, BUILDING) **must** be completed and submitted to the Management Company for approval by the Board of Directors prior to beginning the project.

Section 4.5 Contents of Request for Alterations

Every "REQUEST FOR EXTERIOR ALTERATIONS, BUILDING" shall include:

- Drawings and specifications in sufficient detail to clearly and fully describe the proposed alteration.

- A specification package for deck additions or replacements is to be supplied by the Management Company.
- A copy of the local municipality permit, as needed.

Section 4.6 Board Approval Process

The Board shall act upon a request for approval in writing within a timely manner.

- **“Approved”** shall mean that the Board has no objection to the proposal and construction may proceed as planned.
- **“Approve – Subject to Conditions”** shall mean that the Board requires some revisions in the plans as presented and that no construction may begin until the revisions have been approved.
- **“Denied – Resubmit”** shall mean that there are major items missing from the request and/or the request violates Association policy. No construction may begin until the request has been revised, resubmitted and approved.

Section 4.7 Contractor Requirements

The requirements imposed on any contractor doing work approved by the Board are found in APPENDIX B – CONTRACTOR REQUIREMENTS. APPENDIX B also applies if the unit owner is acting as their own contractor.

SECTION 5 LANDSCAPING CONTROL

Section 5.1 Lawns, Trees, and Shrubs

- Maintenance of the lawns, trees, and shrubs on the Common Elements is the responsibility of the Association. The Board, acting on behalf of the Association, shall contract at its discretion for the care of the lawn, trees, and shrubs.
- Residents may not remove any tree or shrub without the prior written approval of the Board of Directors.

Section 5.2 Garden Areas

The garden area includes the planting area which extends from the foundation of a unit to the edged border and other planting beds. Any plantings placed this area are subject to the following:

- Unit owners are permitted to add annual and perennial plants (not bushes) to the garden areas that are suitable for planting in close proximity to the unit. Unit owners must remove any dead annuals or perennials that they have planted. Nothing else may be planted without prior written approval of the Board of Directors. When requesting approval, use APPENDIX A2 – REQUEST FOR EXTERIOR ALTERATIONS, LANDSCAPING.
- Plantings are not permitted in any other part of the Common or Limited Common Elements.
- Vegetable plants are limited to pots on balconies and decks and are not to be planted in the ground. Unit owners must remove any dead plants from pots.
- Plantings shall not encroach on Common Elements nor impede lawn maintenance.

- Unit owners are responsible for mulching the side and back beds according to annual specifications. The Association is responsible for the front beds.

Section 5.3 Deck Area

Removal of weeds and plant growth underneath the deck is the homeowner's responsibility and shall be regularly maintained.

ARTICLE III – COMMON AND LIMITED COMMON ELEMENT USE AND MAINTENANCE

SECTION 1 USE AND MAINTENANCE

Section 1.1 Owner's Responsibility

Unit owners and tenants have the responsibility to help keep the Common and Limited Common Elements neat, tidy, and in good condition.

Section 1.2 Propane Tanks

Use of propane tanks is prohibited except for outdoor BBQ grills & approved firepits. Fireplaces utilizing propane prior to January 1, 2006 are grandfathered.

Section 1.3 Nuisance

Activity which creates a nuisance on Common or Limited Common Elements is prohibited.

Section 1.4 Ball Playing

Ball playing or other organized games of any kind are prohibited between units on the Common Elements due to the likelihood of damage to windows, siding, etc.

Section 1.5 Temporary Use of Common Elements

Furniture and recreational equipment may be placed temporarily on the Common Elements adjacent to a unit by the owner for the enjoyment of the owner, tenant, and guests. Such items shall not be left out overnight.

Section 1.6 Items on Common Element

Nothing shall be placed on the Common Elements which will impede the mowing or other maintenance of the lawns. Personal property left in these areas which is inadvertently damaged will not be reimbursed by the Association.

Section 1.7 Bicycles, Roller Blades, Skates, Scooters, and Similar Items

Riding on the lawns is prohibited due to the possibility of injury. All electric or gas-powered scooters, 4-wheelers, skateboards, hoverboards, mini-bikes, etc. are prohibited.

Section 1.8 Burning, Chopping or Cutting

Nothing may be burned, chopped or cut on the Common or Limited Common Elements.

Section 1.9 Littering

No trash of any kind may be discarded on the Common or Limited Common Elements. Cigarettes may not be extinguished in planting beds.

Section 1.10 Chalk Marking, Painting, etc.

Use of chalk for drawing on driveways is permitted. Chalk markings on Common Elements are prohibited. Any permanent markings, e.g., paint, stain, varnish, are prohibited on driveways and Common Elements. Painting, etc. may be done but only with a drop cloth or other appropriate protective covering. As per Article IX of the Declaration of Condominium, residents are responsible for any damage their actions may cause to the Common or Limited Common Elements

SECTION 2 OUTSIDE STORAGE

Section 2.1 Nothing to be Stored on Common Element

Except as noted below, nothing shall be stored in or on the Common or Limited Common Elements.

Section 2.2 Storage on Decks, Patios, Balconies and Front Stoops

Other than a grill (grills on Lindfield balconies are prohibited) and patio furniture and other items listed in Article II, Section 3.5, nothing shall be stored on decks, patios, balconies and front stoops.

Section 2.3 Overnight Storage

The following items **may not** be stored outside a unit overnight: trash containers (see Article VII, Section 1.6), wheelbarrows, bicycles, sports equipment, brooms, rakes, scooters, shovels, and pet paraphernalia.

Section 2.4 Containers of Ice Melt

Containers of ice melt or sand may be stored on front stoops or decks, but only during the winter months (Dec – Mar).

Section 2.5 Hose Reels

Only free-standing hose reels are permitted. Hose reels may not be permanently attached to any unit including balconies or decks. Water usage is subject to state or local usage restrictions.

Section 2.6 Firewood

- No more than one half (1/2) cord of firewood per unit may be stored per Unit.
- Care must be taken to dispose of rotting wood because it is a breeding ground for termites and other insects.

- Wood piles must be separated from the foundation and stacked at the rear of the unit or on deck and must be at least three (3) inches off the ground and at least one foot from the unit.
- If wood is stored inside a unit, extra care must be exercised to ensure that wood does not become the site of insect infestation.

Section 2.7 Moving/Storage PODS

PODS may be placed on the driveway during move-in and/or move-out for a maximum of ten (10) days.

Section 2.8 Construction Dumpsters/Bags

Construction Dumpsters and/or Construction Bags are ONLY allowed in the driveway or in front of the unit during active periods of renovation and must have prior Board approval.

ARTICLE IV – PET POLICIES

SECTION 1 PET LIMITATIONS

Section 1.1 Types of Pets

Only dogs and cats are permitted as household pets. No other type of animals, birds or reptiles of any kind shall be raised, bred or kept in any unit.

Section 1.2 Number of Pets

- Declaration Article XVI, Section (e) limits residents to two pets, dogs and cats only, in any unit.
- Unit owners must provide the Management Company with the required information to register all pets. This registration is for emergency purposes. To register, pet owners shall use APPENDIX D – HOMEOWNER INFORMATION.

SECTION 2 PET CONTROL

Section 2.1 Pets Must Be Controlled

All dogs and cats, without exception, must be carried or on leashes under the control of a responsible and physically capable person or in an animal carrier when outside the unit. No dogs or cats are allowed to run loose on any part of the Common or Limited Common Elements.

Section 2.2 Pets Left Unattended

No dogs or cats may be leashed or chained to any stationary object and left unattended on decks, patios, porches or balconies. Nor may any dogs or cats be tied out nor put on runs on the Common or Limited Common Elements.

Section 2.3 Pets in Cages

No pet may be left in cages or other such enclosures on the Common or Limited Common Elements including decks, patios, porches or balconies.

Section 2.4 Noisy Pets

No pet shall be permitted to make loud noises, i.e., barking, for any period of time which disturbs neighbors' rest or peaceful enjoyment of their unit or the Common or Limited Common Elements.

Section 2.5 Vicious Animals

Vicious or aggressive animals may not be kept on any premise of The Ridings at Brookside. Upon written request from the Board, vicious animals will be promptly removed. A vicious animal is defined as any pet that has attacked a person or other animal.

Section 2.6 Guest Pets

Animals belonging to guests of any unit are subject to the same Rules and Regulations as pets belonging to residents.

Section 2.7 Areas Where Pets Are Not Allowed

Without exception, pets are not allowed in the Community Building nor within the fenced areas of the Pool.

SECTION 3 PET MAINTENANCE

Section 3.1 Waste Cleanup*

Pet owners are responsible for cleaning up **all** pet waste immediately. Pet waste should be collected in plastic bags and tied off and put in pet owners' trash cans. Pet waste should not be disposed of in storm sewers. Pet owners must ensure that pets do not relieve themselves on sidewalks. ***Please be advised the Association will enforce the Macungie Borough Pet Cleanup Policy of a fine of \$300.00.**

Section 3.2 Dog Park

- The dog park is for the residents of The Ridings of Brookside only.
- Please be aware of your time and be courteous of other users waiting to enter the space.
- Open 24 hours every day; however, please be mindful of quiet time between 10 PM and 7 AM (see Article VIII, Section 1.1)
- Keep gate latched at all times. Make sure the gate is latched when you leave.
- Dogs and children must be accompanied by an adult.
- Maximum number of 2 dogs per household.
- Dogs that are aggressive, in heat or sick are not permitted in the dog park.
- All dogs must have current vaccinations and licensed.
- Owners must pick up and dispose of the dog's waste both in and out of the dog park.

- No strollers, carriages or bicycles or children’s toys are permitted in the dog park.
- No climbing or sitting on the fence.
- No glass containers, trash or food allowed in the dog park.
- Owners must carry a leash and closely supervise their dog(s) at all times.
- Owners are liable for injuries or damages caused by their dogs.
- The Ridings at Brookside Condominium Association and Management are not responsible for injury or illness to dogs, dog owners, guests and other users of the dog park.
- The Ridings at Brookside Condominium Association reserves the right to close the facility at any time.
- Your cooperation in keeping this park safe and clean for all residents is greatly appreciated.

Section 3.3 Pet Licenses

All Pets must be licensed as required by applicable law or ordinance. Appropriate pet licenses must be attached firmly to the pet’s collar and be readable. Pet owners must remain current with changes in pet laws and ordinances.

Section 3.4 Insurance

Unit owner or tenant shall have coverage for pets in their homeowner’s/rental insurance and must provide proof of same to Management Company. If insurance coverage changes, Management Company must be notified.

Section 3.5 Pet Vaccination

All pets must have up-to-date rabies shots and all other vaccinations required by law or ordinance. Copies of the certificates of vaccination must be submitted to the Management Company.

Section 3.6 Pet Damage

Pet owners are responsible for any property damage, personal injury or disturbances caused or inflicted by their pet(s). This includes any turf that may be damaged due to pet urination. Unit owners will be required to pay for the restoration of any turf found damaged by pets.

ARTICLE V – VEHICLE POLICIES

SECTION 1 PARKING

Section 1.1 Parking

- Only personal vehicles belonging to the residents of the Ridings which are registered with the Management Company may be parked on the Ridings Property.
- The number of vehicles registered per residence shall be limited to 1 vehicle per licensed operator plus one additional vehicle, not to exceed 4 vehicles per residence.

- Personal vehicles are considered to be four-wheel passenger automobiles, non-commercial vans and pickup trucks and motorcycles. No commercial vehicles, recreational vehicles, vans (other than passenger vans), motor homes, trailers, boats or other non-passenger vehicles, unlicensed vehicles, or vehicles with expired inspection stickers may be parked or stored by residents anywhere on the Common or Limited Common Elements except in garages, or briefly on driveways or streets for loading and unloading purposes.
- Each unit has allotted parking spaces. Those spaces are considered to be the garage, driveway and 1 vehicle may be parked directly in front of the residence. Any additional vehicles should be parked in the auxiliary parking lot adjacent to the dog park. The Community Building parking lot should be left open for Community Building functions. Cars may be parked in the auxiliary parking lot for no longer than seven continuous days. If a vehicle needs to be left in the auxiliary parking lot longer than the seven-day limit, the Management Company needs to be notified.
- Due to the congestion of the area, residents on Lindfield Circle shall use their garage or driveway as primary parking. If an additional space is necessary, they may park on the street only in front of their building within marked spaces. Guests should park in the auxiliary parking lot adjacent to the dog park.

Section 1.2 Use of Community Building Parking Lots

The Community Building parking lots should be used in snow situations but not on a permanent basis without written approval of the Board of Directors.

Section 1.3 Park on Correct Side of Street

Any vehicle parked on the street must be parked in the direction of the normal flow of traffic.

Section 1.4 Commercial and Recreational Vehicles

No commercial vehicles, recreational vehicles, vans (other than passenger vans), motor homes, trailers, boats or other non-passenger vehicles, unlicensed vehicles, or vehicles with expired inspection stickers may be parked or stored by residents anywhere on the Common or Limited Common Elements except in garages, or briefly on driveways or streets for loading and unloading purposes.

Section 1.5 Parking in Front of Unit

Residents or their guests may not park directly in front of a unit other than their own without the explicit permission of the other owner.

Section 1.6 Avoid Blocking Driveways/Walkways

No resident or guest may block the driveway or walkway of any unit.

Section 1.7 No Parking on Lawn

No vehicle may be parked on the lawn. Special care must be taken on those streets which have no curbs. The unit owner responsible for damaging lawn areas by parking on them shall be responsible for the cost of repair of the damage.

Section 1.8 Parking for Snow Removal

In the event of measurable snow, follow established parking procedures. (See Article VI, Section 2)

Section 1.9 Illegally Parked Vehicles

Improperly parked vehicles such as, but not limited to, abandoned vehicles, vehicles with expired registrations, vehicles parked in the Community Building parking lots longer than seven days, will be marked with a sticker and the owner will have seven days to remove the vehicle. If the vehicle is not removed within the deadline, the vehicle will be towed and impounded. This is per PENNDOT Disposal of Abandoned Vehicles from Private Property Section 3353 (b) of the Vehicle Code. However, if the vehicle is blocking a fire hydrant or mailbox, the vehicle must be moved immediately.

SECTION 2 SPEED LIMIT AND STOP SIGNS

Section 2.1 Speed Limit

The speed limit on all roadways within The Ridings is **15 miles per hour!**

Section 2.2 Stop Signs

All vehicles must be brought to a complete stop at all STOP signs.

Section 2.3 Report Violations

Residents observing a violation of the speed limit or a failure to stop at STOP signs should notify the Management Company using APPENDIX E – REPORT OF INFRACTION/VIOLATION.

SECTION 3 VEHICLE REGISTRATION

Section 3.1 Valid Registration

All vehicles operated within The Ridings must have current, valid registration and inspection stickers from the Commonwealth of Pennsylvania or any other state.

Section 3.2 Inoperative Vehicles

Inoperative vehicles or those without valid registrations or with expired inspection stickers which are left for seven or more days will be considered abandoned vehicles. Vehicle owners will be notified and given seven days to remove such vehicles or have them properly registered and inspected by the State.

Section 3.3 Association Registration

ALL vehicles owned or housed/used by residents of the Ridings at Brookside as well as company supplied vehicles must be registered with the Management Company. This applies to both unit owner and tenants. Application for registration can be made through the Management Company using APPENDIX D – HOMEOWNER INFORMATION. New unit owners must register vehicles within 14 days of moving into the community. Registration is also required for new vehicles. The owner of a new vehicle has seven days to apply for NEW registration since stickers are not transferable. Unit owners and tenants will receive a sticker for each registered vehicle (maximum of four per unit) to be attached to the rear window of the vehicle. If a vehicle has been parked within the community for more than three days without an affixed sticker, it will be deemed an illegally parked vehicle. For more information regarding illegally parked vehicles, see Article V, Section 1.9

SECTION 4 VEHICLE LIMITATIONS

Section 4.1 Prohibited Vehicles

The following vehicles are specifically prohibited and may not park on the driveways or roadways or parking lots within The Ridings except for loading and unloading purposes.

- Campers, trailers, and camper boxes.
- Vehicles with more than four wheels
- Vehicles with more than two axles.
- Truck caps higher or wider than the cab of the vehicle to which it is attached.
- Snow plows or other vehicle attachments (except for authorized contractors' snow equipment).
- Roofing, siding, or dump trucks or similar vehicles.
- Vehicles with body extensions, body racks, ladder racks, or ladders.
- Boats and boat trailers.
- All-terrain vehicles (ATV), dune buggies, snow mobiles, jet-skis or similar vehicles.
- Buses.

SECTION 5 REPAIR AND WASHING RESTRICTIONS

Section 5.1 Inoperative vehicles shall not be left in a driveway, on the street, or in any parking lot in an inoperative condition. (See Article V, Section 3.2)

Section 5.2 Vehicle Repair

No vehicle shall be tuned, repaired, or otherwise serviced on the Common or Limited Common Elements (this includes driveways) except emergency repairs necessary to permit the inoperative vehicle to be moved.

Section 5.3 Vehicle Washing

Vehicles may be washed with mild soap on driveways and roadway directly in front of a resident's unit.

SECTION 6 LIABILITY AND RESPONSIBILITY OF GUESTS

Section 6.1 Damage Responsibility

In the event that a resident's guest brings a vehicle onto the property, the guest is considered an "invitee" of the resident and the resident (and/or the unit owner in the case of a tenant) will be responsible for all damage and fines incurred by the "invitee's" vehicle within The Ridings.

Section 6.2 Absent Vehicle Owner

In the absence of its owner or person responsible for the vehicle, the Association will not be responsible for any damage to the vehicle, if, in an emergency the vehicle must be towed.

SECTION 7 MOTORCYCLES

Section 7.1 Motorcycle Parking

All Motorcycles parked on blacktop surface must use a wooden or metal plate beneath the kickstand to prevent damage to the blacktop.

Section 7.2 Motorcycle Storage

Motorcycles may not be stored on driveways, walkways, front stoops or on roadways within The Ridings. This is a safety issue especially pertaining to children.

Section 7.3 Motorcycle Etiquette

Do not "rev up" your motorcycle for long periods of time. Motorcycles must be kept in good condition as to not disturb the peace.

ARTICLE VI – SNOW REMOVAL

SECTION 1 ASSOCIATION RESPONSIBILITIES

The Association has the responsibility for snow removal and contracts with a company to do the removal. Residents are not permitted to give instructions to the snow removal crews. Snow removal policy is determined by the Board in consultation with the Management Company and the snow removal contractor based upon prevailing weather conditions. Refer to the latest directive from the Board, as relayed by the Management Company, for instructions.

SECTION 2 PROCEDURES

- The snow removal contractor shall commence removal only after two inches of snow has accumulated and when the snowfall has stopped.
- The main roadways will be cleared first, followed by driveways and parking areas.
- Walkways will be cleared only after the snowfall has stopped, depending on conditions and at the contractor's and Board's discretion.

- The snow removal contractor has been instructed to treat all walkways with ice melt material. Individual unit owners may not instruct the contractor to leave their walkway untreated.
- Do not use salt on the concrete sidewalks. It will damage the sidewalks. If you feel the need to use your own ice melting materials, please use products such as calcium chloride or ice melt.
- The contractor has been instructed not to shovel out any vehicles left in the roadway or driveway. Shoveling out vehicles left in the street while plows are clearing is the responsibility of the vehicle owner.
- If possible, vehicles should be parked in the garage prior to a storm. Vehicles may not be left on the street during snow removal except as directed by Management. Ridings Circle and the Community Building parking lots will be plowed first. Once these areas have been plowed, vehicles usually parked in the roadway must be moved to the cleared areas until Oxford Place, Surrey Place, Windsor Place, and Lindfield Circle have been plowed.
- Vehicles usually parked in driveways must be moved to the street once the streets have been cleared so the driveways can be cleared. If a vehicle is not moved from the driveway, the driveway will not be cleared.

ARTICLE VII TRASH AND RECYCLING COLLECTION

SECTION 1 TRASH AND RECYCLING COLLECTION

Trash and recycling rules follow all current Macungie Borough regulations.

Section 1.1 Refuse Pickup Days

The Ridings follows the Macungie Borough trash pickup schedule.

Section 1.2 Refuse Containers

Per Macungie Borough regulations, all refuse must be in heavy-duty vinyl bags closed at the top. Closed trash bags may be placed in a clean container but no loose trash is to be placed in a container.

Section 1.3 Recycling Containers

Recycling must be placed in a Borough approved container with a closed lid. Approved containers may be available at the Macungie Borough office depending on supply.

Section 1.4 Placement Timing

Refuse and recycling containers may not be placed at the curb before 6 PM on the night before pickup.

Section 1.5 No Dumping on Common Element

No unit owner or tenant shall use or maintain any exterior portion of the property as a storage or dumping ground for rubbish, trash, new or used lumber, or other wood (with the exception of firewood), metal scrap, garbage or other waste.

Section 1.6 Empty Containers

Empty trash and recycling containers must be returned to their interior storage area as soon as practicable, but in no case shall they be left outside past 7 PM on the day of pickup. All trash and recycling containers must be stored inside at all times. A fine may be imposed for this infraction.

ARTICLE VIII – NOISE, DISTURBANCE AND NO UNLAWFUL USE

SECTION 1 NOISE AND DISTURBANCE

All residents are entitled to the peaceful and quiet enjoyment of their unit. No resident shall make or permit other members of the family or guests to make any disturbing noises or any disturbance which would interfere with the rights, comfort or convenience of other residents. Noise must be significantly restricted between 10 PM and 7 AM.

Board of Directors and Committee members are all resident volunteers working for the betterment of the community. As such, they should be treated with civility. Questions or comments regarding the community should be directed to the Management Company, not to an individual Board member.

SECTION 2 NO UNLAWFUL USE

No unit shall be used or occupied for any unlawful purpose or in violation of any laws or for any purpose which may, in law, constitute a public or private nuisance. No immoral, improper, or offensive use shall be made of any unit. All valid laws, zoning ordinances, and regulations of all governmental bodies having valid jurisdiction shall be observed.

ARTICLE IX – EXTERMINATION POLICY

SECTION 1 GENERAL

- Some extermination services are included as part of the benefits of the monthly maintenance fee. This service covers the Common and Limited Common Elements under the following conditions:
 - The source of the infestation is external.
 - The nature of the infestation is destructive or a danger to health.
- Infestations covered by the Association include, but are not limited to: rodents, termites, wasps, hornets, yellow jackets, carpenter bees and carpenter ants.

- Individual infestation problems, such as roaches or termites, picnic or sugar ants, spiders, etc. occurring within the unit are the responsibility of unit owners. These should be dealt with immediately on an individual basis.
- If the infestation travels to an adjoining unit(s), the individual unit determined by the exterminator to be the source of the infestation is responsible for payment of the costs of the extermination of all affected units. If an owner(s) fails or refuses to do so, the costs and fees incurred by the Association will be charged back to the unit(s) at fault.
- Extreme care should be taken by owners and tenants who store firewood to ensure that the wood is not decaying and becoming the breeding ground for termites or other destructive insects.

ARTICLE X – MONTHLY MAINTENANCE FEE, LATE CHARGES, FINES AND PRIVILEGES

SECTION 1 ASSOCIATION MAINTENANCE FEES

Section 1.1 Monthly Maintenance Fee

Every unit owner, by accepting a Deed of Ownership, agrees to pay The Ridings at Brookside Condominium Association such sums as are assessed by the Board of Directors to pay the common expenses of operating the condominium.

Section 1.2 Prompt Payment

All fees assessed by the Board must be promptly and fully paid in a timely manner so that the expenses of operating the condominium can be paid. Fees or assessments levied by the Board may never be withheld or placed in an escrow for any reason. An auto-pay option is available; use APPENDIX I, Preauthorized Electronic Assessment Payment Service (also available from the Management Company and at the website) to initiate.

Section 1.3 Payment Due Date

Payment of the monthly association maintenance fee is due on the first of each month. A grace period of ten days is allowed.

Section 1.4 Late Payments

Payments received at the designated location as indicated on the payment coupon after the 10th of the month will be considered delinquent and subject to an administrative late charge collection fee.

Section 1.5 Delinquencies

Units with delinquencies over two months will be taken to the local District Justice (small claims court) for collection and the account will be accelerated for all remaining months of the fiscal year. Unit owners will be responsible for all attorney's fees and related legal costs, etc. incurred against their unit.

SECTION 2 SUSPENSION OF PRIVILEGES

Section 2.1 Payments Must be Current

All unit owners must be paid up in full for all obligations, or all privileges will be revoked including, but not limited to, all recreation facilities, Community Building rental, and voting.

SECTION 3 FINES

Section 3.1 Board of Directors Review

Violations may incur a monetary fine. The fines may range from a minimum of \$50 to a maximum of \$500 in addition to any costs for repairing or replacing items damaged by the violation plus administrative costs. Subsequent fines will increase each month for each time the infraction is not remedied. In setting the fine, consideration will be given to the severity of the violation, prior warnings, effect on other residents, and any other matters deemed relevant.

Section 3.2 Prompt Payment of Fines

Once a fine is levied against a unit owner or a tenant of the owner for violations of the Rules and Regulations, payment must be received within 30 days. (See Article X, Section 1.5)

Section 3.3 Delinquent Fines

If the fine is not paid within 30 days, an additional fine plus a late fee on unpaid fines will be imposed each month until the payment of all monies owed including accrued fines is made.

Section 3.5 Appeals

If a unit owner wishes to appeal the imposition of a fine, a written request to the Management Company detailing the reasons why the decision should be reviewed must be submitted. An open discussion of the issue will be scheduled for the next meeting of the Board of Directors. The unit owner will be advised of the date and time of that meeting.

ARTICLE XI – INSURANCE

SECTION 1 INSURANCE PROTECTION

Section 1.1 Need for Homeowner’s or Renter’s Insurance

The insurance policy carried by the Association does not provide any kind of coverage for the personal property or for the upgrades of individual unit owners or tenants. Unit owners and tenants are also responsible for purchasing an HO6 insurance policy for a minimum of \$10,000 to cover the Homeowner’s Association deductible for their unit

(dwelling coverage). The Association's insurance does not cover unless the claim is more than \$10,000 for damage to the unit (not including upgrades).

ARTICLE XII – SOLICITATION

SECTION 1 SOLICITATIONS

Commercial solicitations are prohibited.

ARTICLE XIII – SWIMMING POOL REGULATIONS

SECTION 1 USE OF THE POOL

- Use of recreational facilities at The Ridings at Brookside is limited to RESIDENTS who are current in their payments of Association fees.
- All residents and their guests must be wearing a valid pool ID tag on their swimsuits to enter the Pool area. Residents assume all responsibility for their guests.
- For safety purposes, residents and guests must sign in with the lifeguard on duty.
- An adult or guardian must accompany anyone under the age of 12.
- No private parties.

SECTION 2 HEALTH AND SAFETY

- Swimming is not permitted unless a lifeguard is present. In the event the lifeguard must take a break, swimmers must evacuate the pool.
- Each person using the Pool will be required to sign an appropriate health and/or liability waiver and be wearing a valid/current pool tag on their swimsuit.
- Each person using the Pool or Pool area does so at their own risk. The Association will not be responsible for any personal injury sustained by residents and their guests.
- **A parent or adult guardian must supervise children under the age of 12.**
- Swimmers shall adhere to the rules of safe swimming set forth by the lifeguard or Pool Manager.
- Three whistle blasts indicate an emergency in which all swimmers must evacuate the pool.
- No running or horseplay.
- No diving.
- No rafts or tubes. Individual artificial floating devices are permitted. Children using these individual devices must be attended in the water at all times.
- No pets.
- No diapered children in the pool.
- Long hair must be tied back.
- Proper bathing attire must be worn. No cut-offs or undergarments are permitted.
- No glass containers of any kind are permitted in the Pool area.
- No alcoholic beverages.

- No smoking in the Pool area.
- No skate boarding or roller blading on Community Building grounds.
- Each person using the Pool is responsible for proper disposal of his or her own refuse.
- No pool parties.
- Bathers with open wounds, infectious sores, or cuts will not be permitted in the pool.
- Persons may use the showers in the Community Building after use of the Pool. Any other use of the showers must have the approval of the Board of Directors.
- Wet bathers are not permitted past the restrooms in the Community Building and should not disturb any rental functions in the Community Building.
- The Association shall not be responsible for loss of personal property.

ARTICLE XIV – COMMUNITY BUILDING RENTAL REGULATIONS

1. APPENDIX H—COMMUNITY BUILDING RENTAL AGREEMENT must be signed prior to the use of the facility. The form is also available from the Management Company or at their website.
2. Residents who are tenants must have the Lease Agreement signed by their property owners.
3. Unit owners (and their tenants) must be in good standing with the Association.
4. All common expenses, special assessments, late fees, fines, and all other charges assessed against any unit owed to the ASSOCIATION shall have been paid in full at the time this Agreement is signed.
5. There is NO SMOKING allowed in the Community Building.
6. The electric fireplace is operational. Please keep the remotes on the mantel for the TV and fireplace. Unplug fireplace when not in use.
7. The WIFI code for the Community Building is: free1234
8. The hours of operation are from 9 AM to 10 PM.
9. Alcohol may be served in the Community Building under the following conditions:
 - Alcohol may only be served to adults 21 years of age and older.
 - Alcohol may not be served to minors.
 - Alcohol may not be served to visibly intoxicated persons.
 - Beer kegs of any size are prohibited.
 - Alcohol may not be consumed outside of the Community Building in the Common Area, Pool Area or in the Parking Lots.
 - LESSEE will be responsible for guests' behavior.
 - LESSEE will indemnify and hold The Ridings at Brookside harmless if damage or bodily injury occurs as a result of serving alcohol.
10. Supervision
 - All rentals must have adult supervision (over the age of 21).

- At least one (1) adult must be in attendance for every 10 children under the age of 16.
11. Use of THE POOL is NOT INCLUDED in the rental of the Community Building. Because of liability issues, no one attending a rental function may enter the Pool area. The LESSEE will be fined \$100.00 for each member of the group that enters the Pool area. In addition, if any member enters the Pool area, the LESSEE will automatically forfeit their security deposit as well as their family pool privileges.
 12. During the SUMMER MONTHS (Memorial Day through Labor Day), all persons using the Pool will have access to the bathrooms inside the Community Building. During this time, the Association CAN NOT guarantee the condition of these facilities. It may be necessary for the LESSEE to clean the bathrooms before their function.
Please Note: The Association will NOT be responsible for lost or damaged items. Please keep the door between the main room and the bathrooms locked at all times!
 13. Fees
 1. There is a \$100.00 damage/cleaning deposit due at the time the Rental Agreement is signed. This deposit may be returned (see Rental Agreement).
 2. There is a \$100.00 rental fee due at the time the Rental Agreement is signed.
 14. Any excessive noise from The Community Building that is overly annoying to the neighbors will be subject to a \$50.00 fine. No one should be partying outside the building at any time on the grassy areas, parking lot or pool.
 15. NO FIREWORKS!
 14. The number of guests will not exceed 50 persons.
 15. A current list of items in the Community Building available for use by a LESSEE is included in the Rental Agreement
 16. No staples, thumbtacks, tape, or other items that may potentially harm the paint surfaces or windows may be used to hang decorations.
 18. Admission may NOT be charged at any party given in the Community Building. This Building is to be used for social gatherings only, and may not be used for moneymaking functions.
 19. The LESSOR reserves the right to terminate the function at any time, if in the LESSOR'S sole opinion, such function is in violation of these conditions or is causing a disturbance. In the event of such termination, all fees and deposits will be retained.
 20. All barbeques (gas, charcoal and electric grills) are prohibited.
 21. The Community Building must be returned to the condition in which it was originally found. Failure to do these tasks will result in the loss of your deposit:
 - All tables and counters must be wiped clean.
 - Floors and rugs must be vacuumed. A vacuum is located inside the coat closet.
 - Do not leave any food or drink behind. Stove must be off and the refrigerator must be empty.
 - Furniture should be moved back to its original location.

- Decorations should be removed.
- Trash must be bagged and removed from the building and thrown away by the LESSEE
- Bathrooms must be clean, including floors, toilets, and sinks.
- All exterior doors are to be locked.
- Note: Cleaning supplies and trash bags are in the kitchen.

22. It will be necessary for the LESSEE to make arrangements with the Community Building Representative to schedule their orientation and walk-through.