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LIVING IN
THE RIDINGS AT BROOKSIDE CONDOMINIUM ASSOCIATION
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THE RIDINGS AT BROOKSIDE CONDOMINIUM ASSOCIATION
GENERAL INFORMATION AND GUIDELINES

INTRODUCTION

The Ridings at Brookside is a condominium development located within the Borough of Macungie and established under the laws of the Commonwealth of Pennsylvania. This Handbook is designed to introduce both Unit Owners and Residents to The Ridings at Brookside and to provide them with a summary of important information relevant to the Association in the form of General Guidelines as well as a copy of the Rules and Regulations including required forms, all current as of the publication date of this document.

In order to be able to enjoy the condominium lifestyle to its fullest, it is imperative that certain Rules and Regulations be observed. This Orientation Handbook is NOT intended to supersede or replace the recorded Declaration, By-Laws or the provisions of the Pennsylvania Uniform Condominium Act (PUCA) but to complement them. If this Handbook conflicts with provisions of the recorded Declaration, By-Laws, or PUCA, then the latter shall prevail.

All Residents should read this Handbook carefully. Any questions should be directed to the Association Management Company.

THE CONDOMINIUM DOCUMENTS

The Condominium Documents (also referred to as Association Documents) include the Declaration, the By-Laws, all Administrative and Policy Resolutions adopted by the Board of Directors, all Rules and Regulations adopted by the Board of Directors (all available for review through the Management Company) and the provisions of the Pennsylvania Uniform Condominium Act (hereinafter referred to as PUCA or the Act). All Unit Owners and Residents must abide by the provisions of the Association Documents. All Unit Owners and Residents shall be in possession or have access to copies of the Declaration, the By-Laws and the Rules and Regulations. Unit Owners are required to provide copies of these documents to Resident Tenants upon leasing of a Unit and to Buyers upon the sale of a Unit.

THE CONDOMINIUM ASSOCIATION

The Board of Directors

The administration of the Association is governed by a Board of Directors consisting of five (5) volunteer members elected in accordance with the provisions of the Association Documents to work for the betterment of the community. The Directors shall be guided in their administration of the Association by the Association Documents. The Board of Directors may hire a Management Company to whom, with few exceptions, the Board may delegate all of the powers granted to the Board or any officers thereof.

Resident Owner

A Resident Owner is the owner of record of a Unit and the permanent Resident of that Unit. A visiting member of the family is not considered a Resident, but is a guest subject to all the provisions of the Association Documents.

Non-Resident Owner

A Non-Resident Owner (NRO) is the owner of record of a Unit who does not reside in the Unit. An NRO may serve on the Board of Directors or any of the various committees and retains the privilege of voting at elections. In the event the home is otherwise occupied, an NRO cannot make use of any of the Association's recreational amenities.

Resident Tenant

A Resident Tenant is a Tenant of a Unit and as such is entitled to the use of all of the amenities of the Association. A Tenant may not serve on the Board of Directors but may serve on any of the various committees. A Tenant may not vote unless given a proxy to do so by the NRO. Unit Owners must provide Tenants with copies of the Association Documents by which they shall be bound. A Non-Resident Owner is responsible for the actions of a Resident Tenant. (See "Leasing of Units")

Guests

Guests must abide by the provisions of the Association Documents. Residents are fully responsible for the conduct of their guest(s). Residents must sign guest(s) in at all recreational facilities and shall be responsible for payment of appropriate fees, if any.

Access to Units

The Association Documents give an irrevocable right to be exercised by the Board or the Management Company to have access to any Unit as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. Advance notice of access will be given to the Unit Owner or Resident whenever possible except in the event of an emergency or possible emergency. For more information, see Article XI, Section (b) (iv) of the Declaration.

THE CONDOMINIUM PROPERTY

The condominium concept of real estate ownership had its origin in the laws of ancient Rome and has been made a part of modern living by laws enacted by the Pennsylvania General Assembly. The Ridings at Brookside includes:

A total of 213 units
1 Swimming Pool
1 Community Building

Condominiums are differentiated from other forms of Real Estate by the common property owned by the Condominium Association. Property within a condominium is broken down into two primary categories as follows:

Unit

Article V of the Declaration states that each Unit shall consist of that volume of space bounded by either the upper surface, as extended, of the uppermost ceiling of the Unit in the case of the lower level flats, or the lower surface, as extended, of the roof truss or trusses in the uppermost level of a Unit in the case of the upper level flats and townhouses, by the lower surface of the lowest subfloor of the Unit (including basement, in the case of Units with basements) and by the undecorated interior surfaces, as extended, of the Units exterior walls.

The Unit is further defined to include all exterior doors, windows and any items or improvements that are exclusively dedicated to the Unit but which may be fully or partially located outside of the Unit. Such items include all portions of the electrical, plumbing, sewer, air conditioning, telephone, gas and cable TV systems as well as all heat pumps, flues, ducts, chimneys, storage areas, etc.

The Association bears no responsibility for maintenance of any item defined as part of the Unit. Unit Owners are to deal directly with contractors, vendors, etc. for the repair or maintenance of any items or components of their Unit. For more detailed information relevant to this Section, please see Article V and Article VI of the Declaration.

NOTE: No Unit Owner or Resident may do anything to modify, alter or replace anything located outside a Unit without the approval by the Board of Directors, which can be acquired through the use of either the "Request for Exterior Alterations – Building" or the "Request for Exterior Alterations – Landscaping" forms (APPENDICES A1 and A2 of the Rules and Regulations).

Common Property

All Unit Owners have an individual interest in the Common Property of the Association. The Common Property of Condominiums consist of two separate elements:

Common Elements – The Common Elements (see Article II Section (h) of the Declaration) include practically everything outside a Unit, i.e., the grounds, roadways, sidewalks and recreational facilities which are not otherwise defined as part of the Unit or a Limited Common Element. Maintenance of the Common Elements will be provided by the Association. Unless otherwise provided for within the Association Documents, no Unit Owner or Resident may place anything on or do anything to maintain, modify or alter the Common Elements without the approval of the Board of Directors through the submission of either the "Request for Exterior Alterations – Building" or the "Request for Exterior Alterations – Landscaping" forms (APPENDICES A1 and A2 of the Rules and Regulations).

Limited Common Elements – As stated in Article II Section (o) of the Declaration, these include patios, door stoops, steps, balconies, decks, driveways, etc. serving a single Unit whether said item is located within or outside the boundaries of that Unit and where said item is not otherwise defined as part of the Unit. The cost of maintenance, repair and replacement of a Limited Common element is the responsibility of the Unit Owner (see APPENDIX G of the Rules and Regulations for details). At the option of the Association, said maintenance, repair and replacement shall be provided by the Association at the Unit Owner's expense. No Unit Owner

or Resident may do anything to maintain, modify or alter the Limited Common Elements without the approval of the Board of Directors through the submission of either the “Request for Exterior Alterations – Building” or the “Request for Exterior Alterations – Landscaping” forms (APPENDICES A1 and A2 of the Rules and Regulations).

Recreational Facilities

The Association’s recreational facilities include a Community Building and Pool. These facilities are available for use by Residents and their guests. Pertinent rules, regulations and guidelines for the use of each of these facilities will be adopted from time to time and enforced by the Board of Directors. All Unit Owners must be in good standing (i.e., there must be no outstanding fees or fines of any kind) with the Association in order for them, their guests or their Resident Tenant to use the recreational facilities.

Pets are prohibited from any of the Recreational Facilities of the Association. Further information for the use of these facilities can be found in Articles XIII and XIV of the Ridings Rules and Regulations.

Community Building– The Community Building shall be available for use by members of the Association who are in good standing and to Tenants whose Landlords are in good standing and who have properly executed leases, a copy of which has been provided to the Management Company.

A security deposit will be required and a fee will be charged as established by the Board of Directors from time to time for private functions and/or parties.

Residents will be held responsible for any damage or excessive wear and tear incurred during the use of the Community Building. The Community Building must be cleaned following each use.

All persons attending any functions at the Community Building shall park only in the Community Building parking areas. No access to the pool area is permitted during the use of the Community Building.

Any individual who wishes to make use of the Community Building must execute a Community Building Rental Agreement (APPENDIX H of Rules and Regulations and available from the Management Company/website) and agree to be bound by the provisions of this document before rental is approved.

Pool – Any Resident (including Tenants and guests) desiring to use the Pool must be in good standing and must have a valid pool badge which is provided by the Management Company

Swimming is not permitted unless a lifeguard/attendant is present and on duty. No one is permitted in the Pool area when the Pool is closed.

Pool Rules and Regulations are posted at the pool and will be STRICTLY enforced. Pool badges must be displayed at all times when within the pool area. Badge checkers may be at the pool at any given time. Any person who does not have their badge will be asked to leave the Pool. Violation of any of the Pool rules may result in the suspension of Pool privileges.

All persons within the Pool area must follow the directions of the lifeguard(s)/attendant. Unit Owners, Residents (including Tenants) and guests are not permitted to direct the

lifeguard(s)/attendant. Any questions or concerns should be brought to the attention of the Management Company. Complete rules and regulations for use of the Pool may be found in Article XIII of the Ridings Rules and Regulations.

EXTERIOR MODIFICATIONS AND PERSONAL PROPERTY

Modifications

Any Unit Owner or Resident wishing to make ANY modification to the exterior of their Unit, to the Common Elements (including bearing walls within a Unit) or to the Limited Common Elements must first submit the “Request for Exterior Alterations – Building” form (APPENDIX A1 of the Rules and Regulations) to the Management Company. Management will then refer the modification request to the Board of Directors for recommendations, approval or disapproval. Any modification, and the maintenance thereof, forever becomes the responsibility of the Unit Owner and any subsequent Unit Owners and not that of the Association. At the option of the Board of Directors, in the event any modification or alteration of the Common Elements or the Limited Common Elements poses a threat of any nature to the Common Elements, the Limited Common Elements or to any person, then the modification or alteration shall be removed and the Common Elements or Limited Common Elements shall be restored to their original condition by the Unit Owner. Accordingly, any modification should be disclosed by a Seller at the time of the sale of a Unit. Please refer to Article II, Section 4 of the Rules and Regulations for additional details.

Under NO circumstances are modifications to be made without approval by the Board of Directors.

Outdoor Planting

Unit Owners are permitted to add annual and perennial plants to the garden areas of their Units without prior approval, provided that the plants added are suitable for planting in close proximity to the building. No other material may be planted without the prior written approval of the Board of Directors. However, once plants are installed, weeding of the entire garden area shall become the responsibility of the Unit Owner(s). The garden area includes that area extending from the foundation of a Unit to the edged border. No other planting is permitted in any other part of the Common Area without prior approval of the Board of Directors. This is to prevent unintentional damage to the underground wires and to ensure that lawn maintenance can be performed with a minimum of obstruction. Vegetable plants are limited to pots on balconies or decks. In the event the Association’s contractor maintains the area, neither the contractor nor the Association shall be responsible for the damage to or removal of Unit Owners’ plantings. Unit Owners may not remove any planting of the Association without the approval of the Board. Any and all approvals by the Board shall be obtained by submission of a “Request for Exterior Alterations – Landscaping” form (APPENDIX A2 of the Rules and Regulations). Please refer to Article II, Section 5 of the Rules and Regulations for additional details.

Outdoor Decorative Items

Flowerpots, planters and shepherd hooks are permitted, provided that they are properly maintained and do not interfere with lawn maintenance. However, nothing may be affixed or attached to the exterior of any Unit, Common Element, Limited Common Element nor obstruct any means of ingress and egress to a Unit or building. Flowerpots or planters may be hung (but not permanently attached) from balcony railings provided they are hung on the inside of the railing. Neither the Association nor the Association’s

contractors will be responsible for any damage to any personal property stored on the Common Elements or the Limited Common Elements. Please refer to Article II, Section 3 of the Rules and Regulations for additional details.

Outdoor Furniture

Outdoor furniture is permitted but must not be placed in such a manner to impede routine lawn maintenance. All Units are permitted to store grills and patio furniture year-round on their decks. All items so stored (including covers) must be maintained in a neat and orderly fashion and in a state of good repair. Neither the Association nor the Association's contractors will be responsible to maintain Common areas encumbered by personal property nor for any damage to any personal property stored on the Common Elements or on the Limited Common Elements. Please refer to Article II, Section 3 of the Rules and Regulations for additional details.

ASSOCIATION MAINTENANCE FEES

All Unit Owners are responsible for their proportional share of the costs of the Association. Maintenance fees are determined in accordance with an annual budget adopted by the Board of Directors.

The Association Maintenance Fee is divided into two parts per the Bylaws & Declaration. The Basic Condominium Fees are prorated per each unit's percentage ownership based on square footage. However, all Unit owners share the Recreation Expense equally. The Recreation Expense is calculated by adding the annual Community Building and Pool expenses, the estimated landscape expense for that area, and the reserve portion of the capital expenditures for those items. That figure is divided by 213 (total number of units in The Ridings) to arrive at the Recreation Expense per Unit.

Following is a partial list of items covered by the Basic Condominium Fee:

- Administration – Management, Insurance, Accounting and Legal Fees
- Grounds – Landscaping, Snow Removal, Street Lights
- Buildings – Exterior Maintenance, Extermination
- Reserve Replacement Fund – Eventual replacement of all Common Elements including roofs and siding.

Unit Owners will be provided with an Annual Budget. Detailed financial statements are available from the Management Company.

The Association Maintenance Fee is paid monthly (or at such other frequency as may be determined by the Board of Directors) and is due and payable in full on the first day of the month. Unit Owners should receive coupon books prior to the beginning of the year or they may opt to use AutoPay. A form to arrange for Preauthorized Electronic Assessment Payment Service is available from the Management Company, the website or see APPENDIX I of the Rules and Regulations. However, Unit Owners will be held responsible for payment of the fee in a timely manner regardless of whether or not they received their coupon book or a statement.

Late Fees

A late fee for any payments received by the Management Company after the 10th of the month in which the payment is due will be imposed. This policy is strictly enforced.

ENFORCEMENT

These Rules and Regulations have been adopted in order to promote community harmony and neighborly consideration. Adherence to the provisions of the Condominium Documents and these Rules and Regulations by everyone is imperative in order to accomplish this objective. Accordingly, it is necessary to provide for the ability to enforce the provisions of the Association Documents.

In accordance with the provisions of Section 3302 (a)(11) of PUCA and Article V, Section 1 (h) of the By-Laws, in the event of non-compliance by a Unit Owner, Resident or Guest, enforcement procedures may be elected by the Board of Directors starting with a Courtesy Letter of Compliance for the First Offense. Monetary fines for each successive offense will be charged, beginning at a minimum of \$50 and rising appropriately until the Offense has been resolved.

INSURANCE

The Board of Directors of the Ridings at Brookside Condominium Association maintains an Association Master Insurance Policy that covers physical loss or damage to the following:

- Completed additions, buildings and structures.
- Permanently installed fixtures, machinery and equipment.
- Outdoor fixtures
- Personal property owned by the association.

In accordance with the policy adopted by the Board of Directors of the Ridings at Brookside Condominium Association Unit Owners condominium insurance coverage must at a minimum include the following:

- Unit Owner's condo insurance policy coverage should be no less than \$10,000 and meet any lending organizations terms.
- Alterations, appliances, fixtures and improvements that are part of the building contained within the resident's unit.
- Items of real property which pertains exclusively to the unit.
- Improvements and upgrades to the unit not covered under the association master insurance policy.
- Personal property owned or used by the unit owner(s) and/or tenant(s) must have their own insurance.
- All PETS (dogs and cats) must be insured by the Unit Owner(s) and/or Tenants.

Definitions:

Real Property - **real property** is **land**, and anything growing on, affixed to, or built upon **land**. This also includes man-made buildings as well as crops. **Real property** is best characterized as **property** that doesn't move, or that is attached to the **land**.

Personal Property - Any movable thing or intangible item of value that is capable of being owned by a person and not recognized as real **property**.

LEASING AND RESALE OF UNITS

UNIT LEASING – Strict control is exercised in the leasing of Units located within the Association. Accordingly, the following guidelines must be complied with by any Unit Owner desiring to lease their Unit.

1. Units may not be leased for less than twelve (12) months.
2. Units may not be sublet by a Tenant.
3. No Lease may make a Tenant responsible for the payment of the Association Maintenance Fee.
4. All Leases must state that Tenants must comply with the provisions of the Association Documents.
5. All tenants must be given a copy of the Association Documents by the Unit Owner upon execution of a lease. Any violation of the provisions of the Association Documents shall constitute a default of the Lease. In the event a Unit Owner does not enforce compliance, the Board of Directors can do so at the Unit Owner's expense.
6. Copies of Association Documents will be provided by the Management Company if requested, at a fee charged to the Unit Owner.

The Board of Directors reserves the right to charge a lease processing fee of the Unit Owner.

UNIT RESALE – It is the obligation of the seller to notify the Association of the pending sale of a Unit at the time at which the home is listed for sale. Pursuant to the PUCA, the Seller must provide the Buyer with a copy of the Declaration, By-Laws and the Rules & Regulations of the Association, as well as a Certificate of Resale. NOTE: A contract to purchase is voidable by the Buyer until the Certificate of Resale is received by the Buyer and for five days thereafter. The Certificate of Resale will be issued by the Management Company within ten (10) days of a request by a Seller at a fee typically charged to the Buyer unless otherwise agreed to between the Buyer and the Seller. Copies of Association Documents will be provided by the Management Company, if requested, at a fee typically charged to the Seller.

A Seller must send written notice to the Association specifying the Buyer's name, address, phone number and closing date within seven (7) days of the execution of an Agreement of Sale on the Unit.

Per Article II, Section 5 of the By-Laws, the Board may impose upon each Buyer a non-refundable and non-transferable contribution to the Association in the amount of \$200 at the time of closing and acquisition of title to their Unit. Said fee is not credited as an advance payment of common expenses.

COMMITTEES

Pursuant to Article V, Section 1(y) of the By-Laws, the Board of Directors may create committees as deemed appropriate for carrying out its purposes. The Board may appoint members to such committees and disband committees as is necessary. It must be remembered that ALL committees as well as the Board of Directors of the Association are comprised of residents who are volunteering their time and effort to serve the community and, as such, these individuals should be treated with civility and respect. The general giving of their time and knowledge for the betterment of the community should be appreciated by all Unit Owners and Residents. Such committees may, but need not, include the following Committees and Scope of Responsibility, which may be changed from time to time.

Landscaping/Grounds Committee

The Landscaping/Grounds Committee shall advise the Board of Directors on all matters pertaining to repair of the Common Elements as they relate to trees and shrubs. All routine annual landscaping maintenance is the responsibility of the Management Company.

Building/Facilities Committee

The Building Committee looks at different projects in the development that may need attention for the betterment of the community and review their scope of work with the Board before proceeding. The Board may also direct the Building Committee to do specific projects as needed.

Compliance Committee

The Compliance Committee shall support the Board of Directors through recommending changes to the Rules & Regulations, projects, and inspection follow up completed by the Management Company pertaining to the Declarations, By-Laws and Rules & Regulations of the Ridings at Brookside Condominium Association. All unit owners/residents are responsible for the adherence of the Declarations, By-Laws and Rules & Regulations of the community. This Committee is not a policing committee. All complaints/grievances are to be submitted to the Management Company.

Social Committee

The Social Committee shall coordinate a variety of events open to all Residents of The Ridings for the purpose of fostering friendly neighborhood relations. Information concerning these events shall be widely disseminated to encourage attendance by all Residents. All events shall be approved by the Board of Directors. New members are always welcome.

Communications Committee

The Communications Committee shall create, monitor and update various types of Social Media including, but not limited to, Facebook, newsletter, web site, etc. These avenues shall be used to promulgate important and pertinent information to all Residents and Unit Owners. Volunteers needed.

Ad Hoc Committees

The Board of Directors may, from time to time, appoint such Ad Hoc committees as deemed necessary for the performance of special functions or duties required by the Association.

Powers of Committees

All committees shall act only to make recommendations to the Board of Directors and the individual members thereof shall have no power or authority.

Liaison

The Board of Directors shall appoint a member of the Board to be a liaison to or serve as a member of each of the committees.

SUMMARY

These General Guidelines and the Rules and Regulations as developed by the Board of Directors are published for the benefit of all who reside in and visit The Ridings at Brookside. Condominium living may be new to many Unit Owners and/or Residents and may require considerable adjustment, sacrifice, indulgence and cooperation by all (especially by those who are not familiar with the condominium lifestyle). Unit Owner input into this process is vital to the successful administration and future growth of the Association.

Accordingly, Unit Owners are encouraged to call upon the Management Company to share their suggestions and opinions in order that The Ridings at Brookside will offer a pleasant and harmonious lifestyle to everyone.