

RULES AND REGULATIONS

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A. INTRODUCTION

- 1. The Residences at Steel Club Home Owner Association (the "Association"), acting through its Executive Board, has adopted the following Rules and Regulations (the "Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board. Some Regulations are taken in whole or in part from applicable provisions in the Declaration (the "Declaration") or in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq., as amended (the "Act"). In the event of any conflict or ambiguity, the applicable provisions of the Act shall govern, followed by the applicable provisions of the Declaration, followed by the applicable provisions of the Regulations. Capitalized terms used in these Regulations are defined in the attached Glossary. Terms not defined herein shall have the meaning given for such terms in the Declaration.
- 2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent is acting on behalf of the Association.
- 3. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the Ross Hill, Fairway Woods, and The Turn Properties (the "Property"). Furthermore, the Unit Owners shall comply with all the regulations regarding the use of the Steel Club Grounds and Facilities (the "Grounds").
- 4. The Executive Board reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board. Notwithstanding the foregoing, Steel Land, LLC (the "Declarant") as defined in the Declaration, shall have the right to veto any and all alterations, amendments, modifications which may have any direct or indirect detrimental impact upon the Declarant as may be determined in the discretion of the Declarant.
- 5. Because our Residences combine proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.
- 6. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section K of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our Community.
- 7. Some of these Regulations require submission of a Variance request to the Association Architectural Committee (the "AC") and subsequent approval of the Executive Board. Such Regulations are so noted.

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8. The General Manager maintains a set of Procedures, which are available to all Unit Owners, as guidance to complying with certain of these Regulations.

B. RESTRICTIONS ON USE AND OCCUPANCY

- 1. Except for the garages, driveways and parking areas or other designated areas, no part of the Property shall be used for any purpose except housing and the related common purposes for which the Residences was designed. Each Unit and the Limited Common Elements appurtenant thereto shall be used as a residence for a single family or housekeeping unit, its servants and guests and may also be used for No-Impact Home-Based Businesses as provided in the Declaration and pursuant to the Zoning Code of Lower Saucon Township and Hellertown Borough.
- 2. Nothing shall be placed on or stored on or in the Common Elements without the prior written consent of the Executive Board except as herein or in the Declaration expressly provided. Except with the prior consent of the Executive Board, no Common Elements shall be decorated or furnished by any Unit Owner in any manner, except as otherwise provided in these Regulations. This restriction shall not apply to Declarant's construction or marketing activities.
- 3. No auction or sale of personal property, including but not limited to garage sales, shall be held in any Unit or in the Common Elements without the prior written consent of the Executive Board. Open houses must be scheduled in advance with management. One open house sign may be displayed in the front yard on the day of the event.
- 4. Outdoor barbecuing or other cooking is permitted only on a patio or deck. No grills may be used in the garages.
- 5. Use of equipment (including but not limited to musical instruments, televisions, audio or other equipment) creating noise or vibration that unreasonably disturbs, annoys or interferes with the quite enjoyment, comfort and convenience of other occupants of the Property is not permitted in any Unit. Special care in using such equipment should be taken between the hours of 10:00 P.M. and 8:00 A.M. This restriction shall not apply to Declarant's construction activities.
- 6. Automatic shut-off valves where possible (otherwise manual shut-off valves are required) and reinforced washer hoses are required on all clothes washing machines.
- 7. Clothes dryer vents must be cleaned at least every two years to reduce fire hazard.
- 8. Each Unit may place trash cans or recyclables containers at the end of their driveway any time after 6:00 PM or sunset (whichever comes earlier) on the evening before or the day of collection.
- 9. Except for roof and outside wall repair, each Unit Owner shall keep his or her Unit and the Limited Common Elements appurtenant thereto in a good state of preservation, maintenance, repair and cleanliness.

- 10. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any Unit, except security signs limited to one sign per home and other than those permitted be displayed by the Declarant.
- 11. Except for awnings, mold-resistant patio rugs and shutters approved or installed by the Declarant or approved by the Executive Board through the variance process, no Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or on Limited Common Elements appurtenant thereto whether upon windows, doors or the exterior of such Unit. Except as set forth in these Rules and Regulations, the prohibition herein includes without limitation laundry, clothing, signs, grills, air conditioning, fans, canopies, or any other items.
- 12. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit or the Limited Common Elements appurtenant thereto, without the written consent of the Executive Board.
- 13. Patios shall not be used as storage areas. No patio or deck shall be enclosed or covered by a Unit Owner. Declarant may build an enclosed deck, patio or awning at time of construction.
- 14. Except with the prior approval of the Executive Board, no Unit Owner shall be permitted access to the roof, except in accordance with rules promulgated by the Executive Board.
- 15. Solicitors are not permitted on the Property. If any Unit Owner is contacted by a solicitor on the Property, the General Manager should be notified immediately.
- 16. Unit Owners may maintain by way of example, but not by way of limitation, outdoor chairs, tables and grills upon the patio or deck appurtenant to their Unit, provided the outdoor furniture and furnishings are clean and maintained in good order. Outdoor chairs, tables and grills may not be used or kept on lawns or steps.
- 17. No sports equipment, tools or any other personal property except as stated in these Rules and Regulations may be stored or left on any patio or deck.
- 18. Subject to Regulation B11 above, no TV, radio or television antennas, except those types and sizes of antennas which are specifically permitted under the provisions of the Rules and Regulations of the Federal Communications Commission (FCC), are permitted. . Any Member who installs an antenna of the types permitted by FCC Rules and Regulations is required to submit a Variance to the AC and obtain approval from the Board. Any Member who installs an antenna of the type permitted by FCC Rules and Regulations shall be obligated to indemnify the Association for all expenses incurred by the Association, if any; for increased maintenance, repair or replacement costs, insurance and repairs of damages, if any, caused by, or arising from, the installation or maintenance of the antenna upon any portion of the Property for which the Association bears any maintenance, repair, replacement or insurance obligation. All antennas shall be installed in strict accordance with manufacturer's specifications and the applicable provisions, if any, of the Building Officials and Code Administration ("BOCA") code applicable under the ordinances of Lower Saucon Township and Hellertown Borough. In an effort to preserve the general harmonious appearance of the Property and the Units, and where possible without impairing the quality of signal received, it is requested that consideration be given to installing antennas on the rear roof line of the Units. In addition to the other requirements set forth herein, in the event that a TV, radio or television antennas is specifically permitted by the FCC, (i) the installer must be

a licensed and insured contractor and the Unit owner must obtain a certificate of insurance in favor of the Association for the installation and operation of the dish prior to the installation, (ii) the Unit owner shall obtain all necessary permits, (iii) the Unit owner shall indemnify and hold harmless the Association from any claims and losses related to the installation or operation of the dish, and (iv) the satellite dish must be removed prior to the sale of the unit with the property restored to its original condition, or written acceptance of responsibility submitted to the Executive Board by the new unit owner. No TV, radio or television antennas or satellite dish shall be placed in the ground. If placed on the Unit, no wires shall be exposed. In no event shall a satellite dish be larger than 24 inches in diameter.

- 19. Any awning, storm door or satellite dishes in which the Unit owner wants to add after settlement must be approved through the variance process by the Board. In no event should plastic or sheets be placed over any windows. Electric candles with white non-blinking lights may be displayed in the windows of the Units, but in no event shall they be more than twelve (12") inches tall.
- 20. Only one gas or charcoal grill shall be maintained and used only on a patio or deck. Natural gas grills may not be used unless the installation is submitted to the AC and approved by the Executive Board. Tanks of propane gas for use with gas grills may not be stored within ten feet of any source of ignition. No more than one tank of propane gas may be stored for use with a gas grill.
- 21. No torches, Tiki torches, or equipment which uses an open flame to provide illumination may be used on the Property.
- 22. One seasonal and/or all-purpose wreath or decoration is permitted year round on the front door of each Unit, no larger than 24 inches x 24 inches.
- 23. With the exception of a door wreath or decoration, no other decorations are permitted, including but not limited to: lawn/porch ornaments, decorative flags, signs, banners, balloons, colored eggs, or faux flowers.
- 24. Three uncarved natural pumpkins may be displayed from October 1st through December 1st
- 25. All Christmas decorations shall be limited to the following:
 - (a) Miniature, multicolor or white, non-blinking lights may only be displayed on trees, shrubs and bushes in the front mulch beds. No lights or other decorations may be placed on street trees or in other mulch beds
 - (b) All lights erected on the exterior of the Unit must be rated for outdoor use
 - (c) No electric cable or wiring may be placed or laid across any pathway, walkway or service walk in any manner which does or may represent a tripping hazard, or which will or may impair the ability of the Association to administer, manage, maintain, repair or replace the Common Elements and/or Limited Common Elements
 - (d) One wreath or spray with or without miniature, multicolor or white, non-blinking lights is permitted on each window, door and garage lighting fixture
 - (e) Units are allowed three (potted) Christmas trees in the common or limited common elements. Trees must conform to the following:
 - i. Size of pot 24 inch diameter (maximum) and 24 inch height (maximum).
 - ii. Color of pot must be white, earth tone or matching color of shutters on the Unit.

- iii. Trees can be live or fake but must be green.
- iv. Decorations allowed: miniature, multicolor or white, non-blinking lights.
 - 7. Trees shall be a maximum 4 feet tall, including the pot.
- (f) Unlighted holiday swags are allowed under windows.
- (g) No holiday decorations or lights shall be displayed on any Unit until after Thanksgiving Day and must be removed by January 15th.
- 26. No exterior lights may be erected on Units, except upon receipt of AC and Board approval. Solar Lights will be allowed with the following restrictions. A variance request must be submitted to the AC. Solar Lights shall be no more than twelve inches high and no closer than four feet apart and shall be placed in the front mulch bed, rear mulch bed or patio only. Resident is required to provide evidence of a handicap, as well as documentation that the lights are reasonably necessary to provide them with equal opportunity to use and enjoy a dwelling.
- 27. No sledding, ice skating, skiing, skateboarding, trampolining, street hockey, rollerblading, snowboarding or snowmobiling is permitted on the Property.
- 28. The discharge of Firearms is prohibited except as permitted for self-defense under Pennsylvania State Law. The use or discharge of firecrackers, explosives and/or incendiary devices within the Property is strictly prohibited. The term "Firearms" includes, by way of example, but not by way of limitation, rifles, shotguns, pistols, paint pellet guns, BB guns, pellet guns, and all other arms of all types, regardless of size, weight or use which are capable of discharging any projectile of any size.
- 29. No pools, hot tubs or sandboxes shall be erected, constructed, used or installed on the Property.
- 30. Gliders supported from below, such as a rocking chair, are permitted.
- 31. Two seat swings are permitted with a canopy provided a variance is submitted to the AC and approved by the Board.

C. RESTRICTIONS APPLICABLE TO PARKING, MOTOR VEHICLES AND TRAFFIC

- 1. All vehicles and personal property in vehicles placed in any portion of the driveways or Community Facility parking areas shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. No long-term, permanent or regularly recurring on-street parking is permitted. Onstreet parking is for deliveries, guests and other short term needs only.
- 2. Parking spaces and driveways may not be used for any purpose other than the parking of vehicles and designated golf carts. No buses, trailers, boats, vans (other than passenger vans), stretch vehicles, recreational or commercial vehicles shall be parked in parking lots or driveways. Garages are intended for and shall be used only for the parking of vehicles, and for storage which will not impede the ability to park a vehicle in such garage. Without the consent of the Executive Board, the garages may not be used for any other purpose, including but not limited to woodworking, dark rooms or hobby rooms.
- 3. Each residence shall be permitted to have no more than one personal pickup truck, which shall not have any of the following:
 - (a) more than 4 tires (no dual tires),
 - (b) any commercial lettering or logos,

- (c) a cap or structures that extend above the cargo bed sides,
- (d) tool boxes (except those built in by the manufacturer),
- (e) emergency or extraneous lighting.
- 4. All vehicles must have current license plates and be in good order and operating condition. No vehicles shall be parked on the property with "For Sale" signs attached. This restriction shall not apply to Declarant's construction activities.
- 5. All Unit Owners shall observe and abide by all parking and traffic regulations set forth herein or as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- 6. Parking so as to block aisles, sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the property, the vehicle may be towed at the expense of the Unit Owner and the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.
- 7. No vehicle shall be left unattended on a jack, and no vehicle shall be placed upon blocks or ramps.
- 8. No draining or changing of any motor vehicle fluids, fuels, lubricants, refrigerants or oils may be performed on the Common Elements. No motor vehicle fluids, fuels, lubricants, refrigerants or oils may be held, stored, treated, or disposed on the Common Elements.
- 9. No vehicle repairs or maintenance may be performed on the Property. Only minor vehicle maintenance, which includes washing and waxing vehicles, cleaning windshields, vacuuming, replacing windshield wipers, touch-up painting of scratches, changing flats or jumping batteries, may be performed on the Property.
- 10. Those parking spaces designated as "Handicap Parking" shall be used exclusively by vehicles with current handicap placards or license plates.
- 11. No un-licensed scooter, motorcycle or trail-bike, and no minibike, ski-do, snowmobile, dune buggy, motorized skateboard or scooter, nor any other un-licensed motorized recreational vehicle of any type, may be operated on the Property, with the exception of designated golf carts.
- 12. No vehicle of any type which makes, broadcasts or emits any noise or foul odor, including by way of example, but not by way of limitation, vehicles without mufflers, or without operating mufflers, may be used, maintained, kept or operated on the Property. This restriction shall not apply to Declarant's construction activities.
- 13. No vehicle may be parked in a manner so as to block or impair access to any fire hydrant, mail box, ramp, parking space, driveway, or parking area.
- 14. Notwithstanding anything contained in this Section C, nothing herein shall apply or limit the Declarant with respect to Declarant's construction and/or marketing activities or any other activities of Declarant or authorized by Declarant.

15. Portable On Demand Storage Units or similar containers may be used in the Community consistent with Policy #02, incorporated herein.

D. PET RULES

- 1. The keeping of pets is restricted under the Declaration. Pets permitted under the Declaration ("Permitted Pets") may be maintained in a Unit so long as they are not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.
- 2. All Permitted Pets must be registered and inoculated as required by law and registered with the Association.
- 3. Permitted Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- 4. Permitted Pets must be leashed or carried and accompanied by an adult whenever outside the Unit.
- 5. Permitted Pets are not permitted in any areas which have been or may be designated as no pet areas by the Executive Board including the Grounds.
- 6. Any Owner of a Permitted Pet on the Property shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents of the Property and preservation of the Property.
- 7. Owners of Permitted Pets walked on or near the Property must promptly clean up their pet's droppings in all areas.
- 8. No Unit Owner may maintain or keep more than two dogs and two cats within their Unit. Raising or breeding dogs or cats is not permitted.
- 9. Animals used to assist handicapped persons, such as seeing-eye dogs, and visiting pets are permitted on the Property. Visiting dogs staying for a duration longer than three nights must register with the General Manager or an appointed Pet Committee Member.
- 10. No dog houses, dog runs, stakes, invisible fences or animal pens or cages may be installed, erected or used on the Property.

E. CONSTRUCTION REGULATIONS

- 1. Contractors must be licensed to do business in Lower Saucon Township or Hellertown Borough. All work shall be performed by Contractors approved in advance, in writing, by the Executive Board through the Variance process.
- 2. All Contractors must provide the General Manager with a certificate of insurance naming the Association as an additional insured party, and specifying the following coverage: General Commercial Liability minimum \$1,000,000; Worker's Compensation Statutory

limits. The certificate must be approved by the General Manager before a Contractor may begin work in the Property. Neither the Association, nor its Executive Board nor its Managing Agent shall be responsible for any damage or injury caused by such Contractors to a Unit or Common Elements.

- Contractors are responsible for removing their construction debris and trash from the Property. No construction debris or materials are to be placed in Common Elements. Contractors must make their own arrangements for removal of construction debris after scheduling and coordinating with the General Manager.
- 4. Contractors are responsible for repairing or replacing any damage to a Common Element, Limited Common Element or Units caused by the construction process. Should the Contractor fail to make such repairs in a timely manner, the Unit Owner contracting the construction shall be assessed the costs of repairs and the Association may act in its discretion to authorize a qualified Contractor to make such repairs.
- 5. Contractors are only permitted to work in the Property between the hours of 8:00 A.M. to 6:00 P.M. This provision shall not apply to the Declarant, Declarant's agents, employees and designees or any of Declarant's activities, including but not limited to its construction activities.
- 6. Each Unit Owner is responsible for requiring their Contractors to comply with all legal requirements including, but not limited to, obtaining permits, which must be displayed at the site.
- 7. Use of jackhammers or similar devices must be approved in writing specifically by the Executive Board, which may impose conditions such as timing and hours of such work and requiring a bond to secure liability for damages. At least 48 hours' notice to occupants of adjacent Units shall be given each day such work will be conducted. This restriction shall not apply to Declarant's construction activities.
- 8. Notwithstanding anything contained in this Section E, nothing herein shall apply to or limit the Declarant activities on the Property or any construction activities authorized by Declarant.

E. LEASING OF UNITS

- 1. The current form of Lease Addendum approved by the Executive Board is available from the General Manager.
- 2. The current form of Assignment of Rent and Lease is available from the General Manager.
- 3. No portion of a unit (less than the entire Unit) may be leased for any period.
- 4. All leases must be written, be for a minimum of 12 months, and copies must be submitted to the Association ten days prior to the tenant's move into the Residence.
- 5. No subleasing is permitted.

G. SIGNS

1. No signs of any kind are permitted, with the exception of unadorned "Open House" signs

which are permitted only on the day of the Open House. Only one sign is permitted in front of the Unit, no larger than 2 by 3 feet. The Unit Owner must promptly remove the Open House sign when the Open House is concluded. Open House signs may not be displayed at any other time.

- 2. Except as may be permitted by prevailing statutory law, no flags other than the flags of the United States of America and/or the Commonwealth of Pennsylvania may be flown or displayed on or from any Unit or the Common Elements. An American or Pennsylvania Flag may be placed in a holder attached to either side of the garage door. If placed in the ground, flag holders may not exceed 5 feet from the ground. Flags may not exceed 3' x 5'.
- 3. Residents may display one (1) POW/MIA Flag at the individual homes no larger than 12 inches by 17 inches on the following days: Memorial Day, Flag Day, Independence Day and Veterans Day.
- 4. A Unit Owner shall not erect, permit or condone the erection of any other sign, banner, bunting, advertisement or notice in, on or about the patio or Unit, if visible from outside the Unit without the prior written permission of the Executive Board, or in, on or about a Limited Common Element or Common Element.
- 5. Notwithstanding anything contained in this Section G. nothing herein shall apply to or limit the Declarant's marketing activities on the Property or any construction activity authorized by Declarant.

H. ADDITIONAL COMMON AREA USE RESTRICTIONS

- 1. Catch or detention basins, drainage areas and storm water control improvements are for the sole purpose of controlling the natural flow of water. No personal property, decorations, obstructions, trash, rubbish, cuttings, trimmings, paints, liquid wastes or debris shall be placed in these areas or facilities by any Unit Owner.
- 2. Units Owners may not plant live bulbs, perennials, and annual flowers in mulch beds adjacent to the Units. Unit Owners may maintain a garden in the community garden area.
- 3. None of the following items, by the way of example and without limitation, are permitted on any Common Element or Limited Common Element:
 - (a) Wind chimes, speakers, fountains and any other noise producing items
 - (b) Decorative flags
 - (c) Auxiliary or decorative lighting
 - (d) Fences or barriers except those provided by the builder or approved by the Executive Board
 - (e) Sheds, storage cabinets or other containers
 - (f) Arbors, gazebos or similar structures
 - (g) Permanent generators
 - (h) Solar panels
- 4. Permitted in the Common Elements and Limited Common Elements at the front or sides of any Unit are up to five decorative pots with or without plants that must be alive, as long as the pots are clean and attractive, no more the 24 inches in diameter (largest dimension) and in white, earth tone or a color matching the shutters on the Unit. All Units must maintain 36 inches of clearance to the front door. The five plants may include one or two live plants on

one single shepherd hook.

- 5. The following items, by way of example and without limitation, are not permitted on Common Elements or Limited Common Elements at the front or sides of any Unit: Grills, statuary, plaques, birdbaths, figurines, lawn ornaments, or similar decorations.
- 6. The following are permitted in all Common Elements and Limited Common Elements at the rear of the Units within the mulch bed or on the patio or deck:
 - (a) Potted plants on the patio or deck
 - (b) Patio furniture and grills with fitted covers (not tarps and plastic sheets) on the patio or deck. When in use, grills must be kept a safe distance away from walls or railings to prevent melting or fire.
 - (c) one bird bath no larger than 27 inches high and 20 inches wide, and only in white or earth tone colors, which the Unit owner must change the water in the birdbath daily or use anti- contamination pellets to maintain cleanliness, in the mulch bed
 - (d) a total of two birdhouses or bird feeders per unit
 - (e) two ornaments/decorations/statues no larger than 24" in height and 24 inches in diameter, no bright colors, on the patio, deck, or in the mulch bed.
- 7. Memorials are permitted provided they abide by the following guidelines:
 - (a) In honor of only a resident's deceased immediate family member, as requested by a resident.
 - (b) Defined and limited to a bush, tree, or other similar plant with or without a small plaque and no other decoration.
 - (c) Placed in no area of the community except in the walking path wooded area.
 - (d) Approved and installed only by the Landscaping and Grounds Committee.
 - (e) Included in the overall plans by the Landscape Committee for the wooded area, plans that have been approved in advance by the Executive Board.
 - (f) Placed at least five feet away from the walking path and all edges of the wooded area.
 - (g) Not visible from anywhere outside the wooded area.
 - (h) A plant accompanied by a plaque, if desired, that is less than two by four inches in size, white or earth tones in color, resistant to the elements, and with content limited to a written message.
 - (i) Maintained in good appearance, the plant by the Landscape Committee and the plaque by the resident requesting the Memorial; subject to removal if neglected.

I. CAPITAL IMPROVEMENT CONTRIBUTION

- 1. A capital improvement contribution to the Association equal to three months assessments for the fiscal year of the Association in which the title to a Unit is assigned, conveyed or transferred shall be payable by the person, persons or entity taking title to a Unit at the time of the assignment, conveyance or transfer of the title. The capital improvement contribution shall be disclosed in all Resale Certificates issued by the Association in accordance with Section 3407 of the Pennsylvania Uniform Condominium Act.
- 2. The working capital contribution is non-refundable.
- 3. The capital improvement contribution is an assessment and constitutes a lien against the Unit, and shall be the personal obligation of the new Unit Owner.

4. No capital improvement contribution shall be payable upon a purely gratuitous transfer between spouses, domestic partners, former spouses, parent and child, siblings, or grandparent and grandchild, or a trust for the benefit of any of them. A gratuitous transfer is a transfer of the title to a Unit to one of the persons identified above for no consideration or benefit. It shall be the obligation of the new Unit Owner who is asserting that he, she, it or they have received title to a Unit through a gratuitous transfer of the title to provide the Board with copies of the deed, settlement sheet or HUD 1 form, transfer tax form and the affidavit of the new Unit Owner, demonstrating that there has been a gratuitous transfer of the title to a Unit. The Board shall have the power to make the determination of whether a gratuitous transfer has been made.

J. SANCTION SCHEDULE

1. Failure to follow the Steel Land, LLC Governing Documents will result in the following Sanction Schedule:

(a) First violation: Reprimand/warning

(b) Second violation: \$50.00 Fine
(c) Third violation: \$100.00 Fine
(d) Fourth violation: \$200.00 Fine
(e) Fifth violation: \$500.00 Fine
(f) Sixth violation: \$1,000.00 Fine

(g) Or any such Fines per day or per occurrence, as deemed appropriate by the Executive Board

K. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

- 1. The Executive Board shall appoint three Unit Owners to serve one year terms (which may be extended by the Board as necessary) as members of the Association "Internal Dispute Resolution Committee" or "IDRC." Two members shall constitute a quorum and two votes shall be required for any IDRC decision. The IDRC shall elect its own Chairperson. All three (3) IDRC members shall not be members of the Executive Board.
- 2. The IDRC shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.
- 3. Upon receipt of a written and signed Complaint Form (to be provided by the General Manager), the Chairman of the IDRC shall present the Form to the General Manager who shall then attempt to informally resolve the dispute in a fair and equitable manner.
- 4. If the General Manager has not resolved the dispute to the complainant's satisfaction within seven days, the IDRC shall then give the alleged violator at least ten days' notice of a hearing to be held to hear the charges of the complainant. The hearing shall be held no more than thirty days after the formal complaint has been filed with the IDRC.
- 5. The hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

- 6. In order to ensure an unbiased tribunal, no member of the IDRC may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the IDRC shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.
- 7. After a full hearing on the dispute, the IDRC shall make a written report to the Executive Board.
- 8. Within twenty days after receipt of the IDRC Report, the Executive Board shall ratify the IDRC decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.
- 9. In the event the Executive Board does not ratify in accordance with paragraph 7, the Executive Board may hold a second full hearing on the matter and reverse, revise or confirm the decision of the IDRC. In such case, the Executive Board may also levy a fine, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.
- 10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.
- 11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the IDRC and the Executive Board before he/she may seek redress under the provisions of the Declaration.
- 12. Fines shall be payable within ten days of imposition and shall constitute assessment liens as provided by the Pennsylvania Uniform Condominium Act.
- 13. Sanctions pursuant to the Schedule set forth in paragraph 7 above are not exclusive of any other rights and remedies of the Association for violations or for restraining violations.

L. OUTDOOR FURNITURE RULES FOR UNITS WITH FRONT PORCHES:

- 25. All units without front porches are not permitted to have any furniture pieces unless they have at least 36 inches of clearance and obtain a variance approval.
- 26. Units with front porches, provided the entryway can maintain 36 inches of clearance directly in front of the door, may have:
 - (a) Seating for up to four adult persons is allowed. For example, two chairs and/or a two person bench/love seat and one small table OR four chairs and one small table. That is, four or five furniture pieces in total.
 - (b) Quality Furniture of durable outdoor corrosion-resistant quality. Folding lawn and swimming pool furniture, resin/plastic furniture and makeshift furniture pieces are not allowed.
 - (c) Color of Furniture White, earth tone or matching color of shutters on the Unit.
- 27. The furniture should not block access to the Unit or the porch area. The Unit owner is responsible for keeping the furniture neat and clean.

M. RECOMMENDATIONS

The following are general recommendations to Unit Owners:

- 1. No gasoline or other explosive or inflammable material should be kept in any Unit, except for ordinary use and stored in suitable containers.
- 2. No holiday display should obscure an address plaque.
- 3. All Units should be heated to a minimum temperature of 55 degrees at all times, in order to prevent pipes from freezing or bursting. Doors to cabinets that include plumbing and are adjacent to outside walls should be left open when residents are absent and heat in the unit has been turned down.
- 4. Washing machine hoses should be changed every five years. Water heaters over ten years old should be replaced. It is recommended that leak detectors be used in water heater pans.
- 5. Garden hoses should be stored in a container or hung on a free-standing unit at the side or rear of the home. Mounting hose reels on the wall may damage wall or siding.

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