Quail Run Condominium Association <u>Summary of Ownership Addendums</u> (Published and Updated November 28, 2022)

• The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 37 on September 3, 2019:

Section 37

For Section 36 - Radon Ventilation and Air Conditioning Units

Unit owners who violate the regulations by not removing prohibited facilities will be subject to fine. Fines will begin with an initial fine of \$50.00, and will increase incrementally by \$25.00 for each calendar week that the unit remains attached to the exterior structure of the building or in a common or limited common area. Unit owners will be responsible for violations of guests or tenants to their property.

Section 37

For Section 35 – Other Temporary Facilities

Unit owners who violate the regulations by not removing prohibited facilities will be subject to fines in addition to any clean up and disposal costs. Fines will begin with an initial fine of \$50.00, and will increase incrementally by \$25.00 for each calendar week that the temporary facility remains in a common or limited common area. Unit owners will be responsible for violations of guests or tenants to their property.

• The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 33 on July 27, 2020:

Proposed Regulation (to add):

Section 33 – Feeding Wild Animals

The Council may establish regulations pertaining to the location, height, size and type of birdfeeders utilized in common and limited common areas. The regulations may be established to mitigate building infestation, property damage or potential safety and health issues caused by deer, mice or other wildlife feeding off of the birdfeeders. The regulations may be temporary or permanent and may focus on a portion or all of the Association property.

• The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 9 on September 24, 2020:

Section 9 (remove strikethrough sentence)

Monthly assessment the current monthly assessment is \$135.00 effective as of January 1, 2013. The Quail Run Council evaluates and sets the monthly assessment as part of the annual budget planning process. A notice of any assessment increase or decrease will be sent to all Association owners as per the Declaration and Code prior to any change taking effect.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Sections 22 and 37 on December 15, 2020:

Section 22 – Garbage and Trash Pickup (Changes in bold):

Peters Township provides once a week pick up of refuse and recyclables. The Township bills each Quail Run unit quarterly for this service. Questions on the service should be directed to Waste Management at 800-866-4460 or Peters Township at (724) 941-4180. Information on trash and recycling collection can be found at www.peterstownship.com under the garbage & recycling tab.

Unit owners must adhere to the following Quail Run **regulations and to all** Peters Township and Waste Management requirements pertaining to refuse and recyclable pick up.

Peters Township and Waste Management determine the day of refuse and recycling pick up. If a holiday occurs, then trash pick up may be delayed by one day. The collection schedule can be found at www.peterstownship.com under the garbage & recycling information tab.

Garbage is not to be placed out for pickup until after 4:00 p.m. on the evening prior to the collection day. All refuse and recyclables are to be placed at the curb for pickup.

The Peters Township garbage and recycling policies pertaining to bulk items can be found at www.peterstownship.com under the garbage & recycling \rightarrow garbage collection information \rightarrow what to do with bulk items? bulk items tab. The Township will not pick up the following items:

- electronics (TVs, computers, etc)
- large volumes of construction materials
- tree waste
- automobile parts
- tires
- paint
- flammable liquids

Quail Run will not be responsible for bulk items not picked up by the Township. Any bulk items left at curbside for more than 24 hours after the weekly refuse collection will be subject to removal by the Association at the owner's expense and as per the fines listed in Section 37.

Any bulk items left unattended anywhere in common and limited common areas are not permitted and will be subject to removal by the Association at the owner's expense and as per the fines listed in Section 37. Bulk items left curbside for trash collection will be permitted meeting all other provisions of this section. Bulk items include, but are not limited to mattresses and box springs, appliances, electronics, furniture, grills, dehumidifiers, air conditioner units, patio furniture and construction debris.

All refuse and recyclables are to be placed at the curb for pickup.

All trash placed at the curb must be in sealed **trash and recycling** containers **provided by the Township**, sealed heavy duty black non-transparent plastic bags or permanent type metal

or plastic garbage cans with lids. All trash containers must meet the requirements of the Township regulations. Any trash refused by the Township trash collector due to an insufficient container will be subject to removal by the Association at the owner's expense and as per the fines listed in Section 37.

Garbage left in substandard bags or containers that are opened by animals, weather conditions, vehicular traffic or other causes and result in litter will not be the responsibility of the Association. The resident will have 24 hours to must immediately clean up garbage or recycling, or will be charged for the expense of having the garbage picked up the Association as per the fines listed in section 37. Repeated violations will be turned over by the Association to Peters Township for prosecution.

Residents must put permanent type garbage can(s) to the inside of their garage or at the rear of their unit by **night fall of the trash and recycling collection day 9:00 a.m. of the morning following collection day.** Garbage bags or cans cannot be placed in the front or side of a unit or under the front steps leading to a unit.

Only garbage stored in **Township provided trash cans and recycling cans permanent type containers can may remain outside within contact of the rear of the unit during the week. Garbage cans left outside must have a closed, secure lid at all times which eliminates all smells and does not attract bugs, rodents or other animals. Keep all other trash and recycling plastic bags, boxes, etc.** within the unit until placing trash at the curb for the weekly trash and recycling collection.

Owners who live in units with common driveways must provide the unit number on the top or side of the trash can and recycling can provided by Peters Township.

Violators of any provisions in this section will be assessed a fine as set by Council and as stated in <u>Section 37 the fines and enforcement section</u> of this document. Violators may face additional fines and penalties from Peters Township. Frequent violators may be reported to the Township for prosecution. These rules are provided for the health and safety and well-being of all unit owners and residents, and to protect property values and the investment of all owners.

Section 37 – Fines and Enforcement For Section 22 – Garbage and Trash Pick-Up

The Association will **implement fines and** charge homeowners for the cost of clean-up and disposal of trash, bulk items, uncollectable items and trash cans as follows:

- Garbage placed curbside for pickup prior to 4:00 p.m. on the evening prior to collection day will be subject to a warning for the first offense. The second offense will be subject to a fine of \$20.00 fine with an incremental increase of \$10.00 for each subsequent offense.
- Garbage cans not removed from the curbside and properly placed in the garage or adjacent to the rear of the unit will be subject to a warning for the first offense. The second offense will be subject to a \$20.00 fine with an incremental increase of \$10.00 for each subsequent offense.

- Bulk items left curbside and not picked up by the waste hauler and bulk items left unattended anywhere in common and limited common areas will be subject to the following penalties:
 - First violation subject to a minimum fine of \$25.00 plus any additional expenses incurred by the Association for proper waste disposal.
 - Second and subsequent violations subject to a minimum fine of \$50.00 with an increase of \$25.00 for each subsequent violation plus any additional expenses incurred by the Association for proper waste disposal.
- Trash not placed in an acceptable container and refused by the Township or garbage left in substandard or unsecured bags or containers and resulting in litter or attraction of animals or bugs will be subject to the following penalties:
 - First violation subject to a minimum fine of \$25.00 plus any additional expenses incurred by the Association for proper waste disposal.
 - Second and subsequent violations subject to a minimum fine of \$50.00 with an increase of \$25.00 for each subsequent violation plus any additional expenses incurred by the Association for proper waste disposal.

The costs and fines will be in addition to any fines levied by the Township. Payment of fines **from** levied by the Township to the Association will be the responsibility of the offending homeowner.

Old portion of Section 37 to be removed:

The Association will charge homeowners for the cost of clean-up and disposal of trash, bulk items, uncollectable items and trash cans as follows:

- Garbage cans not removed from the curbside by the evening of the collection day will be picked up the association and stored for seven (7) days at the association office. After seven (7) days, the association may dispose of unclaimed garbage cans.
- Garbage placed prior to the specified time permitted for collection will be treated as litter. The association reserves the right to collect and dispose of such litter with the offending homeowner responsible for the collection and disposal costs.
- Bulk items and uncollectable items as defined by the Peters Township garbage and recycling policies which are refused collection by the garbage and recycling haulers will be treated as litter. The responsible homeowner will have twenty-four hours from the trash collection to remove the stated items. After twenty-four hours, the association reserves the right to collect and dispose of such litter with the offending homeowner responsible for the collection and disposal costs.

 Garbage left in substandard bags or containers that are opened by wildlife, weather conditions, vehicular traffic or other causes and result in litter will be the responsibility of the unit owner. The association reserves the right to collect and dispose of such litter with the offending homeowner responsible for the collection and disposal costs.

Unit owners who repeatedly violate the regulations of this section will be subject to fines in addition to the clean up and disposal costs. Fines will begin at \$50.00 and will increase incrementally by \$25.00 for each repeated violation. Unit owners will be responsible for violations of guests or tenants to their property.

The costs and fines will be in addition to any fines levied by the township. Payment of fines from the township to the association will be the responsibility of the offending homeowner.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Sections 34 and 37 on January 28, 2021:

Section 34 – Quail Run Rules Parking and Vehicle Usage Rules (changes in bold)

RV's Recreational vehicles, campers, US GVWR rated class 3 pickup trucks (3500 class or larger), tow trailers or boats cannot be parked/stored in either the limited common or the common driveways of buildings. Commercial vehicles are not permitted to be parked/stored in either the limited common or the common driveways of buildings, except for a maximum of one (1) vehicle per unit used by the resident directly for purposes related to their job. A commercial vehicle is defined as a motor vehicle used for business purposes, including but not limited to transporting commercial goods, construction or building materials and supplies or fare-paying passengers. Such vehicles may be parked in the lower level of the parking lot located across quail run road from building 7. Residents are permitted to store such equipment at this parking lot for a total of seven (7) days free of charge. Owner(s) of such equipment stored at the lower level parking lot for more than seven (7) days per year will be required to pay a charge set by the association. Contact the business office at (724) 941-7107 to make arrangements for parking and for additional details.

Add:

Vehicles parked in common and limited common areas may only be covered with a single custom fitted commercially manufactured vehicle cover without tears and damage that extends over the entire vehicle and tie down without the use of external weights or objects. Tarps or similar covers not made specifically for vehicles are not permitted. Windshield covers that protect the car from ice buildup or sun damage and that do not extend beyond the front windshield frame, except for tie down bands or clips, are permitted.

Section 37 – Fines and Enforcement For Section 34 – Parking and Vehicle Usage Rules

Add:

Section 34

Unit owners who violate the regulations of Section 34 by parking or storing a vehicle not permitted under Section 34 will be subject to fines. Fines will begin with an initial fine of \$50.00, and will increase incrementally by \$25.00 for each calendar week that the vehicle remains in a common or limited common area. The Association may at its discretion file a report with Peters Township to have the vehicle removed under laws provided by the municipality and the Commonwealth of Pennsylvania. Unit owners will be responsible for violations of guests or tenants to their property.

Unit owners who violate the regulations of Section 34 by utilizing a tarp, car cover or similar covering to cover a vehicle will be subject to fines. Fines will begin with an initial fine of \$25.00, and will increase incrementally by \$25.00 for each calendar week that the tarp, car cover or similar covering remains in place. Unit owners will be responsible for violations of guests or tenants to their property.

• The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Sections 30 and 37 on January 28, 2021:

Revision to Section 30 – Exterior Feature Installation (changes in **bold**)

Owners must submit a written request to Quail Run Council for approval to install exterior features, including, but not limited to, landscape lighting, antennas, satellite dishes, waterfalls, **video cameras, spotlights** or other permanent features prior to the start of installation. Any installations done without Council approval and in violation of Association regulations and by-laws are subject to removal by the association at the unit owner's expense. The installation of exterior features must abide by the following requirements and all regulations of Peters Township and the Commonwealth of Pennsylvania.

Add New Section:

Video Security Cameras

Video security cameras of any kind are not permitted to be attached to the exterior of the building, lamp posts or trees.

Doorbell cameras are permitted, if utilized in an existing doorbell location approximately three (3) feet off the door threshold within the door frame.

One video security camera may be secured to a deck railing. Video security cameras attached to a deck railing must be secured utilizing commercially available clips or brackets to assure a firm and safe connection. Video security cameras may not be attached to cantilever deck joists.

Video security cameras cannot be directed towards or utilized to view in to another unit in any way. Cameras found to be directed towards or utilized to view in to another unit will be subject to immediate legal action, fines and possible confiscation by the Association and as permitted by municipal ordinances and Commonwealth of Pennsylvania laws.

Free standing video cameras are not permitted in common or limited common areas without written permission from the Council. A maximum of one (1) free standing video camera is permitted per unit. Free standing cameras may not be greater than 24" high and must blend into the surrounding landscaping. A free standing video camera is not permitted in lawn areas where it will interfere with lawn maintenance work.

Section 37 – Fines and Enforcement

Add:

Section 30 – Exterior Feature Installations

Unit owners who violate the regulations of Section 30 by improperly installing an exterior feature under Section 30 will be subject to fines. Fines will begin with an initial fine of \$25.00, and will increase incrementally by \$25.00 for each calendar week that the flame producing device illegally remains in a common or limited common area. The Association may at its discretion file a report with Peters Township for additional municipal legal action. The Association may immediately remove any exterior feature, if it is deemed a continuing hazard to the building structure, property or safety of any resident. The owner will be notified by the

Association of the removal and will have fourteen (14) days to claim the device from the Association office. Unit owners will be responsible for violations of guests or tenants to their property.

• The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 33 on February 8, 2021:

Revision to Section 30 – Exterior Feature Installation (changes in **bold**)

Add the following:

Flame Producing Devices Grill Structures, Fire Pits, Fire Tables, Chiminea and Tiki Torches

A flame producing device is defined as a firepit, fire table, chiminea, tiki torch or other similar device which produces a flame and is powered by propane, natural gas or other fuel source. A flame producing device includes permanent structures and portable devices.

A grill with surround structure is defined as a stone, brick or similar structural framework heated by propane, natural gas, charcoal, wood or other fuel used to cook food over an open fire.

A fire pit is defined as a pit dug into the ground or encased in a surrounding structure (as of masonry or steel) in which a fire is kept burning for cooking, warmth or for recreational and social gatherings.

A fire pit table or fire table is defined as an outdoor piece of furniture powered by a fuel source such as propane or natural gas to provide a flame for warmth or for recreational and social gatherings.

A chiminea is defined as a free-standing front-loading fireplace or oven with a bulbous body and a vertical smoke vent or chimney.

A tiki torch is defined as a pole mounted torch made of wood, bamboo, metal or similar material with an open flame powered by propane or a similar fuel.

A permanent flame producing structure is defined as a flame producing device constructed of brick, stone, concrete or similar material with a brick, stone, concrete or similar foundation constructed to support the structure.

A grill is defined as a portable commercially made metal framework with a closeable lid used for cooking food over an open fire from either charcoal, propane or electricity.

Flame producing devices in Quail Run must follow the following provisions:

- A permanent flame producing structure, except a grill, is not permitted in a common or limited common area, including within a ground level deck or patio.
- A flame producing device must adhere to all Peters Township ordinances. If any current or future ordinance is in conflict with an Association regulation, then the Township ordinance will govern.

- A flame producing device, except a grill, cannot be attached to or placed on any portion of a cantilever or ground level wood or composite deck or concrete patio. A flame producing device is not permitted under any portion of a cantilever deck.
- A flame producing device, except a grill, must be placed at least ten (10) feet from any portion of a building structure, wood or composite deck or vehicle.
- Tiki torches are not permitted on cantilever decks or ground level decks or patios. Tiki torches are not permitted anywhere within Association common or limited common areas.
- A flame producing device must be a commercially made product meeting all industry and commercial standards.
- A flame producing device must be placed such that the smoke does not blow towards the building or become an irritant to other owners and residents.
- Commercially made grills powered by charcoal, electricity or propane are permitted in Quail Run. Grills must be in good structural and safe operable condition with no rust, broken parts or broken supply lines. All grills must have a lid that is closed when the grill is unattended. A grill and its power source must meet all applicable ANSI and UL standards. All grills must be covered with a commercially made custom fit grill cover when not in use. Grills must not be in contact with a building when in use. Permanent grills that are anchored to the ground or mounted to a building or deck are not permitted.
- Owners will be held strictly and solely liable for any fire or smoke damage to lawn areas, landscaping, the interior and exterior of buildings, personal property or driveways caused by the use of a flame producing device. The Association will bear no responsibility for any damage caused by the use of a flame producing device. Owners must take care to ensure proper protection and precautions are taken to avoid damage.

Section 37 – Fines and Enforcement

Add:

<u>Section 30 – Exterior Fixture Installation</u>

Unit owners who violate the regulations of Section 30 by improperly utilizing a flame producing device under Section 30 will be subject to fines. Fines will begin with an initial fine of \$25.00, and will increase incrementally by \$25.00 for each calendar week that the flame producing device illegally remains in a common or limited common area. The Association may at its discretion file a report with Peters Township for additional municipal legal action. The Association may immediately remove a flame producing device, if it is deemed an immediate or continuing hazard to the building structure, property or safety of any resident. The owner will be notified by the Association of the removal and will have fourteen (14) days to claim the device from the Association office. Unit owners will be responsible for violations of guests or tenants to their property.

The Quail Run Homeowners Council approved the following new regulations to the Summary of Ownership, Sections 39 on April 26, 2021:

Section 39 – Association Financial Records

The Association will keep financial records as required by the Commonwealth of Pennsylvania Title 68 (hereafter referred to as "Title 68").

Financial records will be made available to any owner as required by Title 68 and/or any subsequent laws passed by the Commonwealth as follows:

- The annual Association budget will be published in the spring newsletter. Any owner may request an electronic copy of the annual budget by contacting the Association office.
- The Association will provide all financial documents for the Resale of Units as provided for in Title 68.
- Owners will be permitted to examine financial records by scheduling an appointment with the Property Manager or with the Manager's representative. The owner must present a written request with a specific list of documents for examination either in advance of the appointment or with a scheduled in-person meeting. The owner and Property Manager may need to schedule a second meeting in order to provide time for the requested documents to be compiled. The Association must provide the documents for examination within fourteen (14) calendar days of receipt of receiving the written request. The Property Manager will inform the owner if the documents requested are unavailable. The Property Manager or the representative will be present for the examination of records to answer any questions and provide information to the reviewing owner.
- An owner requesting to examine financial documents must contact the office to schedule a time during normal business hours or a time agreed to by the Property Manager.
- Copies of financial records will not be provided to the owner. Owners and their representatives will not be permitted to take pictures or videos of any documents.
- Financial records containing Association tax records and forms, *personnel records*, bank account information or individual unit owner information will not be available for review for *legal*, security and privacy protection. (*revision approved by Council on September 26, 2022*)

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Sections 35 and 37 on December 21, 2021:

Revisions to Section 35 – Portable Storage Containers, Trash Dumpsters and Other Temporary Facilities (Revisions in **Bold** and strikethrough)

Portable Storage Containers, Trash Dumpsters and Dumpster Bags

A portable storage container or portable storage unit (a "container") is defined as a portable, weather-resistant, unmotorized, commercially leased or rented receptacle designed and used for the storage or shipment of personal property, building materials or merchandise. Containers may or may not have wheels. Examples of containers include, but are not limited to, PODs, Packrat and other similar commercial containers.

A trash dumpster (a "dumpster") is defined as a movable waste container designed to be brought and taken away by a special collection vehicle or to a bin that a specially designed garbage truck lifts and empties into a hopper. Dumpsters may or may not have wheels.

A unit owner or resident who desires to place a container or dumpster must submit a request to the Association office at least two weeks five (5) business days prior to placement. The Association must approve the request in writing prior to delivery and placement of the container or dumpster. The Association has the right to refuse the placement of a container or dumpster on Association common or limited common areas for reasons including, but not limited to, container or dumpster size, driveway condition, limited access to other units, limited access for snow plowing and salting of driveways or limited access for emergency vehicles. If permitted, containers or dumpsters will be allowed for a maximum of seven (7) calendar days.

Approval of a container or dumpster placement by the Association will include specific instructions for where the container or dumpster must be placed in order to provide sufficient access to other units and maintenance crews. The owner or resident must ensure the container or dumpster is placed as per the Association approval.

The container or dumpster must be placed on a specially designed pad(s), mat(s) and/or plywood (3/4" thick or greater) and/or 2x4 or 2x6 boards of sufficient length and surface area to protect the driveway. The Association will take pictures and/or video of the driveway prior to and after the container or dumpster is placed on Association property.

The owner or resident requesting the container **or dumpster** must provide a copy of the signed contract indicating the scheduled day and time of the container **or dumpster** placement and pickup. The owner/resident making the request will be responsible for ensuring that the container **or dumpster** is present on the Association property for only the time specified in the contract.

Containers and dumpsters are permitted for use provided they are delivered and picked-up by a bonded and insured professional third party. Portable storage containers include any self storage containers, portable storage units or other similar structures. Examples include pods, packrat and other similar containers.

The owner of the unit making the request for the container **or dumpster** will be responsible for any damage caused to Association driveways, landscaping and other common and limited common areas caused by the container **or dumpster** delivery, use and pick-up.

A container **or dumpster** must be placed such that it does not impede vehicle access or sight distance to and from common driveways or block sidewalks.

Dumpster Bags

Dumpster bags are defined as a portable bag of variable size made from a flexible woven material designed to hold debris and waste, which is picked up and disposed of by a waste disposal company.

Dumpster bags are permitted in common and limited common areas. A unit owner or resident who desires to place a dumpster bag must submit a request to the Association office at least five (5) business days prior to placement. If permitted, a permit bag will be permitted for a maximum of seven (7) calendar days. The dumpster bag must be placed in an area where it will not damage a paved area or landscaping. The owner of the unit making the request for the dumpster bag will be responsible for any damage caused to Association driveways, landscaping and other common and limited common areas caused by the dumpster bag delivery, use and pick-up.

Trash Dumpsters

Trash dumpsters are generally not permitted, except for unusual circumstances as permitted by council. A unit owner or resident who desires to place a trash dumpster must submit a request to the Association office at least two weeks prior to placement. The Association must approve the request prior to delivery and placement of the dumpster.

The owner or resident requesting the dumpster must provide a copy of the signed contract indicating the scheduled day and time of the dumpster placement and pick-up. Dumpsters must be delivered and picked-up by a bonded and insured professional third party. The owner of the unit making the request will be responsible for ensuring that the dumpster is present on the Association property for only the time specified in the contract.

The owner of the unit making the request for the dumpster will be responsible for any damage caused to association driveways, landscaping and other common and limited common areas caused by the dumpster delivery, use and pick-up.

The dumpster must be placed such that it does not impede vehicle access or sight distance to and from common driveways or block sidewalks.

Other Temporary Facilities

Portable toilet facilities are not permitted in common element or limited common element areas under any circumstances. Inflatable fun houses, bounce houses and other similar facilities are not permitted in common element or limited common element areas under any circumstances due to safety, noise and aesthetic concerns.

Portable or permanent basketball hoops and other similar facilities are not permitted in common element or limited common element areas under any circumstances.

Outdoor pet houses and leashes for use in sheltering or restraining pets are strictly prohibited. See the section titled "pets" for additional information.

Chicken coups, bird cages, temporary or permanent fencing or any type of partial or full enclosure for an animal(s) are strictly prohibited.

Soccer nets, hockey nets, batting practice tees, golf hitting nets, baseball and softball rebounder nets (collectively known as "sporting equipment") and other like sporting equipment is permitted in Association common and limited common areas with the following requirements:

- Sporting equipment is permitted in lawn areas when in use.
- Sporting equipment is not permitted in common or limited common driveways under any circumstances.
- Sporting equipment must be stored in a garage or on a back patio when not in use. Sporting equipment cannot be stored outside the front of a unit, in a driveway or in a lawn area when not in use.
- Sporting equipment must be placed such that objects projected at it do not strike the building, doors, windows, decks, landscaping or personal possessions of other owners. Unit owners will be responsible for any damage to the building caused by the use, positioning and placement of sporting equipment.

Revisions to Section 37 – Fines and Enforcement Add the Following (Revisions in **Bold** and strikethrough)

Section 35 – Portable Storage Containers, Trash Dumpsters and Dumpster Bags

Unit owners who violate the regulations of Section 35 pertaining to portable storage containers, trash dumpsters and dumpster bags will be subject to the following fines and actions:

- A monetary fine of \$50.00 per calendar day for each container, dumpster or dumpster bag is placed on Association property without notification or approval by the Association.
- A monetary fine of \$50.00 per calendar day for each container, dumpster or dumpster bag placed on a driveway in a common or limited common area without wood, matting or padding to protect the driveway.
- A monetary fine of \$50.00 per calendar day for each day the container, dumpster or dumpster bag remains on Association property after a maximum of seven (7) calendar days from delivery or placement or after the timeframe specified by the Association written approval.
- Full reimbursement to the Association for any and all costs related to the repair of damage to the Association pavement, lawn, landscaping or other common and limited common areas from the placement of a container or dumpster.

Section 35 - Other Temporary Facilities

Unit owners who violate the regulations pertaining to other temporary facilities will be subject to the following fines and actions:

- A monetary fine of \$100.00 per day for the placement of a portable toilet facility, inflatable fun or bounce house and other similar facilities, pet house, chicken coup, temporary or permanent fencing or partial or full animal enclosure on the Association common or limited common areas.
- A monetary fine of \$50.00 upon the initial violation with additional fine(s) increasing in \$25.00 increments for every seven (7) calendar days that a basketball hoop or sporting equipment are in violation.

Unit owners who violate the regulations by not removing prohibited facilities will be subject to fines in addition to any clean up and disposal costs. Fines will begin with an initial fine of \$50.00, and will increase incrementally by \$25.00 for each calendar week that the temporary facility remains in a common or limited common area. Unit owners will be responsible for violations of guests or tenants to their property.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 22 on May 23, 2022:

Revisions to Section 22 – Garbage and Trash Pickup Revise the following (Revisions in **Bold**)

Residents must put permanent type garbage can(s) to the inside of their garage or at the **front (as specified and where permitted in the following paragraph) or** rear of their unit-by night fall of the trash and recycling collection day by **no later than** 9:00 a.m. of the morning following collection day. Garbage bags or cans cannot be placed in the front or side of a unit or under the front steps leading to a unit.

Only garbage stored in Township provided trash and recycling containers can remain outside during the week within contact of the **front of the unit for units with a garage door facing the street and** rear of the unit **for units with a garage door facing a common driveway at the rear of the building. The Council has discretion to move the permitted placement of trash cans for areas where Township provided trash cans cannot physically be placed against the front or back of the building without blocking access to a unit.** Garbage cans left outside must have a closed, secure lid at all times which eliminates all smells and does not attract bugs, rodents or other animals. **All** other trash and recycling plastic bags, boxes, etc. **must be kept** within the unit until placing trash at the curb for the weekly trash and recycling collection.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 30 on May 23, 2022:

Revisions to Section 30 – Exterior Feature Installations Add the following:

Firewood Storage

Owners may store firewood for use in an interior fireplace or fire pit following all regulations of the Association governing documents. Firewood storage must meet the following provisions:

- Firewood deliveries utilizing commercial or personal vehicles and driving on any lawn, landscaped or unpaved areas is strictly prohibited.
- Firewood must be stored in the rear of the unit no closer than six (6) feet from any exterior building surface or wood deck surface. Firewood is not permitted to be stored against any building or on a wood deck area, including on any cantilever deck. Firewood may not be stored in an area which impedes lawn or landscaping maintenance.
- Firewood must be stored off the ground on a commercially-made firewood rack specifically manufactured and sold for the purpose of elevating firewood. Concrete blocks, non-commercial wood bases, plastic sheeting or other non-commercial apparatus are not permitted.
- Firewood must be stacked in a neat and orderly manner in single rows. The depth of the stored firewood can be no wider than a single individual firewood piece. Disordered piles or heaps of firewood are prohibited.
- The maximum size permitted for firewood storage is 48" (length) x 48" (height) x 14" (depth). The maximum amount of wood permitted at anytime is one-half (1/2) cord or twenty-four (24) bundles. Only one (1) rack is permitted per unit.
- Firewood may be covered neatly on top by a tarp or commercial cover made specifically for the purpose. Tarps are not required over the sides of the firewood.
- The unit owner will be responsible for removing weeds and other vegetation, which grows in or around a firewood storage area.
- The Council has discretion to approve specific areas for firewood and to make adjustments to approved locations as needed for safety, maintenance and aesthetics.

Revisions to Section 37 - Fines and Enforcements Add the following:

Section 30 – Firewood Storage

Unit owners who violate the regulations of Section 30 – Firewood Storage will be subject to fine(s).

Commercial or personal vehicles which drive on any lawn, landscaped or unpaved areas will be subject to a minimum \$100.00 fine plus all Association costs related to restoration of such damaged areas. Unit owners will be responsible for any commercial or tenant driven vehicles which violate the provisions of this section.

Fines for all other provisions of Section 30, with the exception of referenced vehicle violations, will begin with an initial fine of \$25.00, and will increase incrementally by \$25.00 for each calendar week that a violation remains in a common or limited common area. The Association may immediately remove firewood, firewood storage devices or any related apparatus, if it is deemed a hazard to the building structure, property or safety of any resident. The owner will be notified by the Association of the removal and will have fourteen (14) days to claim removed firewood, storage devices or apparatus from the Association office. Unit owners will be responsible for violations of guests or tenants to their property.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 37 on June 27, 2022:

Revisions to Section 37 - Fines and Enforcements Add the following (Revisions in **Bold**)

Section 30 – Exterior Feature Installation –

Unit owners who install or retain landscape lighting, a satellite dish, an antenna, a waterfall or fountain, a flag and flagpole in violation of Section 30 will be subject to a fine. Fines will begin with an initial fine of \$25.00, and will increase incrementally by \$25.00 for each calendar week that the item in violation remains in a common or limited common area. The Association may immediately remove any exterior feature, if it is deemed a continuing hazard to the building structure, property or safety of any resident. The owner will be notified by the Association of the removal and will have fourteen (14) calendar days to claim the item(s) from the Association office. Unit owners will be responsible for violations of guests or tenants to their property.

The Quail Run Homeowners Council approved the following revision to the Summary of Ownership, Section 30 on November 15, 2022:

Revisions to Section 30 – Exterior Feature Installation – Holiday and Sports Themed Decorations (Revisions in **Bold** and strikethrough)

Holiday and Sports Themed Decorations

• Holiday, sports themed **and birthday and graduation** decorations are permitted in common and limited common areas within the regulations provided.

Holiday themed decorations include, but are not limited to the following:

- Inflatable decorations depicting a holiday related theme or figure
- String lights
- Wreaths
- Spotlights, including spotlight projectors, star shower spotlights and other similar spotlights
- Wood cut outs, plastic or wood figures and all manufactured products.
- Inflatable stick figures are defined as Tube man, sky dancer, air dancer, inflatable man, Tallboy or other inflatable stick figures consisting of fabric tubing and an inflation device or fan.
- Pumpkins, conrstalks, pumpkins, haybales and corn cobs
- Any commercially manufactured item that is advertised as and labelled to be a holiday decoration

Sports themed decorations include, but are not limited to the following:

- Any variation of the referenced holiday themed decorations manufactured and labelled with a sports team logo, name or colors.
- Banners, signs and flags depicting a professional, college or local sports team
- Inflatable decorations depicting a professional, college or local sports team

Birthday and graduation theme decorations include, but are not limited to the following:

- Any variation of the referenced holiday themed decorations manufactured and labelled with a birthday or graduation theme or wording.
- Balloons, banners, signs and flags with a birthday or graduation theme or wording

All decorations must be generally appealing and non-offensive in nature. Decoration(s) that are not permitted in any form include the following:

- Any decoration that is graphically or suggestively sexual in nature, including any decoration that shows or depicts nudity or a sexual act
- Any decoration that depicts political figures or political messages
- Any decoration that includes a toilet, outhouse or other similar depiction
- Any decoration that depicts a PG-13, R or worse rated movie
- Any decoration that depict murder or other heinous and gruesome acts, or that show headless characters, wounds or blood.
- Any decoration that resembles Satan or is demonic in nature.
- Any decoration that utilizes real or fake saws, axes, knives, torture devices or other similar tools or apparatuses.
- Any decoration that has wording that is racially, sexually or otherwise detrimental towards any ethnic group or sexual orientation.

A decoration that promotes a religious connotation related to a holiday, such as a Christian manger scene or cross, Virgin Mary depiction, a Jewish menorah or other similar decoration will be permitted within the other parameters of this section.

Council has the right to remove any decorations that are offensive, excessive or create noise, light or physical restriction problems for other owners. The owner of the confiscated decoration will be notified in writing. A decoration that is removed will be kept at the Association office for fourteen (14) calendar days for pick-up by the owner. If the owner does not claim the decoration, then it will be disposed of by the Association. All decorations must be in good aesthetic condition and working order which does not detract from the overall appearance of the property. Any decoration that is torn, damaged or otherwise not in good working order or aesthetic condition will be subject to a fine(s) and or removal under the provisions of this section. Any decoration that creates a potential safety hazard, including structural concerns, to any owner or maintenance staff will be subject to a fine(s) and or removal under the provisions of this section.

• All holiday decorations must be taken down within five (5) **calendar** days of the holiday with the exception of holidays which fall between December 24th and January 1st. All decorations for holidays between December 24th and January 1st must be removed by the following January 4th.

All sports themed decorations must be taken down when the sport team's season is not in season.

All birthday and graduation themed decorations must be taken down within three (3) calendar days of the completion of the birthday or graduation event.

- Decorations may be installed no earlier than the following dates:
 - Easter No more than twenty-one (21) calendar days prior to the Easter holiday
 - $\odot~~4^{th}$ of July No earlier than the preceding June 13^{th}
 - **O** Halloween No earlier than the preceding October 10th
 - Thanksgiving No earlier than twenty-one (21) calendar days prior to the Thanksgiving holiday
 - Hanukah No earlier than twenty-one (21) calendar days prior to the beginning of the first day of Hanukah
 - Christmas No earlier than the Friday after the preceding Thanksgiving holiday
 - Other holidays No earlier than twenty-one (21) calendar days prior to the beginning day or the calendar day of the given holiday. The holiday must be an organized religious holiday or a holiday recognized by the United States, Commonwealth of Pennsylvania or local government.
 - Birthdays and graduations No earlier than three (3) days prior to the birthday or graduation event.
- All holiday lighting decorations must be directed towards the ground or street and away from adjacent units. No spotlights will be permitted that shine light into adjacent units. Free standing and pedestal or pole mounted electric lights, including, but not limited to, lantern lights or other decorative lighting, are not permitted.

Lights, including but not limited to decorative string lights, icicle lights and other similar lighting, are not permitted to be attached to the building surfaces, except as follows:

- Lights may be placed in shrubs and on plantings in non-lawn areas and flowerbeds within ten (10) feet of the building exterior.
- Lights may be placed on the deck railings
- Lights may be placed on metal railings only in a manner that does not prohibit or impede the use of the railing.
- Lights may be placed around any entry door or garage door frame.
- Inflatable decorations in common or limited common areas are not permitted. An inflatable decoration ("inflatable") is an object made of any material that is inflated continuously with a pump or is pumped and sealed with a gas consisting of

air, hydrogen, helium, nitrogen or other similar substance. An inflatable holiday decoration are permitted as follows:

- A maximum of one (1) inflatable is permitted per unit.
- The inflatable must be no more than six (6) feet tall and two (2) feet wide and two (2) feet deep when inflated. (Council revision added on 12/09/22)
 Inflatables four (4) feet or less in height will be permitted to a maximum size of eight (8) feet in length and two (2) feet in width.
- The inflatable may not be placed in a lawn area or in any area that blocks sidewalk or driveway access in any manner, Inflatables may not block the path to any entry point of any unit.
- An inflatable cannot be placed on a deck or patio.
- The inflatable must be securely anchored into the ground.
- The inflatable cannot play music or make noise other than the air inflation pump.
- Inflatable stick figures are not permitted.

Sports themed inflatable decorations are not permitted under any circumstances at any time.

• A decoration cannot be attached by nails, glue, staples or other like connections to any portion of the building structure. A decoration Decorative lights are is-not permitted to be attached to any gutter, brick or wood surface or roof structure under any circumstances.

A decoration cannot be hung from or attached to a window or door in any manner, except for a wreath. Wreaths hung from a window must be neatly tied and be centered to the upper or lower window sash and pane. Wreaths are permitted to be hung on the outside of an entry door (man door) or on the outside of a storm door by a hook that does not penetrate the door surface.

A decoration, other than a wreath, may not be placed or hung on the inside of the window frame in a manner that blocks any or all portions of the window.

A decoration is not permitted in any manner or form to be attached to or cover a lamp post in a common area.

A decoration is not permitted to be placed in a common or limited common lawn area under any circumstance. A decoration, including electrical wiring, is not permitted to be placed in or over a common or limited common driveway or sidewalk area under any circumstances.

A decoration, including all lights, are not permitted to be attached to or placed in any tree more than ten (10) feet from the building exterior or in any tree over ten (10) feet in height.

A decoration(s) of any kind that is more than six (6) feet tall, two (2) feet wide and two (2) feet deep as measured to its installed or inflated dimensions is not permitted.

Decorations may utilize a maximum space of forty (40) square feet as measured around the perimeter of all decorations following all of the requirements of this section.

• Decorations cannot be installed or located in such a way as to be a nuisance to other unit owners or present a tripping or safety hazard. Lighting systems cannot be placed in or immediately adjacent to lawn areas where they are susceptible to lawn mowing or snow removal equipment damage or will hinder association personnel in their duties.

Revisions to Section 37 - Fines and Enforcements Add the following (Revisions in **Bold** and strikethrough)

• Section 30 – Exterior Feature Installation – Holiday and Sports Themed Decorations

Unit owners who install or retain a holiday or sports themed decoration(s) in violation of Section 30 will be subject to a fine. Fines will begin with an initial fine of \$40.00, and will increase incrementally by \$10.00 for each calendar day that the illegal decoration remains in a common or limited common area. The Association may immediately remove any exterior feature, if it is deemed a continuing hazard to the building structure, property or safety of any resident. The owner will be notified by the Association of the removal and will have fourteen (14) days to claim the device from the Association office. Unit owners will be responsible for violations of guests or tenants to their property. The Quail Run Homeowners Council approved the following new regulations to the Summary of Ownership, Sections 40 on January 30, 2023:

Section 40 – Contractor Services

Work in Limited Common or Common Elements by Owners and Residents

The Association is responsible for work in common and limited common areas as described in the Declaration, Code of Regulations and Summary of Ownership. The Association prepares work plans and assesses needs regularly, and designates work to be done by contractors or Association maintenance crews. Work in common and limited common areas includes, but is not limited to, exterior window and doors, garage doors, driveways, roofs, gutters, siding, wood trim, tree maintenance, lawn maintenance, masonry maintenance and concrete sidewalks and steps.

Process for an Owner to Hire a Contractor for Work on Common or Limited Common Elements

An owner may not hire a contractor to perform work in a common or limited common area without written approval from the Association. An owner may request approval from the Association to utilize a contractor to perform work in common or limited common areas. The requirements for an owner provided contractor to work on Association property and for the said owner to seek reimbursement by the Association are as follows:

- The owner must provide at least fourteen (14) calendar day written notification in advance of any proposed work in a non-emergency situation. A non-emergency situation is defined as all conditions to where there is not an eminent threat to owner, resident or public safety. The owner must provide written details and a cost estimate for the proposed work
- The owner must provide at least twenty-four (24) hours written notification in advance of any proposed work in an emergency situation. An emergency situation is defined as a condition to where there is an eminent threat to the owner, resident or public safety. The owner must provide written details and a cost estimate for the proposed work.
- The Association must have the opportunity to respond to the owner within a minimum of twenty-four (24) hours for emergency work or fourteen (14) calendar days for nonemergency work. The Association will provide a written response and may accept the proposed plan and contractor work from the owner; may deny the proposed plan work from the owner and hire their own contractor or perform work with Association maintenance crews; or may deny the work altogether.
- If the Association accepts the owner provided proposal to perform work in a common or limited common element, then the Association and owner must have an agreed upon written contract in place with the following prior to the start of any work:
 - o Costs designated to be paid by the Association and by the owner

- o Full scope-of-work to be completed
- A provision for a PA One Call to be made for all excavation work as required by Commonwealth and Township laws.

A resident tenant must notify the owner of the unit about any perceived problem they observe in a common or limited common area. The owner must provide written notification to the Association. The Association will then provide a response to the owner following the process provided in this section. The Association will not reimburse a tenant under any circumstance for work performed by a contractor without prior written notification or agreement.

Window and Door Replacements

The Association installs all windows, slider doors, mandoors and garage doors within the Association property. The Association budgets for and replace windows and doors on an as-needed basis with the worst elements receiving the highest priority. The windows and doors are regularly inspected from the outside by the Association. Some problems with windows and doors can only be seen from the inside of the unit. If an owner notices a problem with any portion of a window(s) or door(s) from the inside of the unit, they must contact the Association office to schedule an in-unit inspection.

The following options are available to all owners pertaining to window and door replacements. These are the only options available. Contractors not approved by the Association are not permitted to perform any window or door installation work on the Association property. Installations done by non-approved contractors will not be accepted and may be subject to removal by the Association.

Decks and Privacy Fences

Decks and privacy fences are the owners responsibility subject to the rules and regulations of Sections 24 and 25 of the Summary of Ownership.

Excavation Permits and Utility Service Lines

An Association excavation permit is required for any contractor or owner excavation twelve (12) inches or deeper. Requirements pertaining to excavation permits are provided in Section 41 of the Summary of Ownership. Work to excavate and replace utility service lines is covered under Section 41 of the Summary of Ownership.

The Quail Run Homeowners Council approved the following new regulations to the Summary of Ownership, Sections 41 on January 30, 2023:

Section 41 – Utility Services

Utility Service

All owners must maintain electric, water, natural gas and sewage utility service to an occupied unit at all times. An occupied unit is defined as a unit where any person lives, sleeps, cooks or bathes.

An owner must notify the Association within twenty-four (24) hours of a shut-off by a utility company. Such owner must take action to hire a fully licensed and insured professional contractor within twenty-four (24) hours of a shut-off notification to restore utility service. The owner must provide written documentation and verification from the utility company to the Association that such action has been taken.

Utility services may be temporarily discontinued for a period of no more than twenty-four (24) hours to an unoccupied unit, where there is a change of ownership or a change of tenancy and utility service needs to be transferred.

Service Line Maintenance

All owners are responsible for the maintenance of the utility service line from the utility main line or service box to their unit as per each utility entity's policy and regulations. Utility service lines include electric, telephone, fiberoptic, cable, natural gas, water and sewer service lines. For owners in Buildings 3, 26, 27, 39, 41, 42, 44, 45, 49 and 50, the Association owns and maintains a common water line. The owner of each unit is responsible for the service line between their unit to the junction of the Association owned water line. An owner may carry utility line insurance with a utility or insurance carrier. An owner who carries insurance is responsible to determine the coverage and restrictions for work in a condominium Association.

Identified breaks and failures in a service line are the owner's responsibility. An owner must hire a contractor and begin the PA One Call process within forty-eight (48) hours of notification by the Association or utility company. Failure of the owner to take action within the specified timeframe will result in the Association taking action to repair or replace the line at the owner's expense.

Excavation Permits and Excavation for Utility Line Work

The Quail Run Homeowners Association requires a Common/Limited Common Area Excavation Permit Application to be completed and approved prior to any excavation work twelve (12) inches or deeper on any exterior grounds. The permit requirement includes all utility line work and excavation in lawn areas, sidewalks, driveways and deck areas. This includes sewer line work related to failed sewer line dye tests where any exterior work or excavation is required. The permit form can be obtained on-line at the Association website or by contacting the Association office. The permit application can be submitted to the Association by e-mail at quailrunpeters@gmail.com or mailed or delivered to the Association office at 199 Quail Run Road, Venetia, PA 15367.

The permit application requires a \$250.00 deposit. The deposit will be returned in part or in full provided all pavement is fully and neatly restored, joints are sealed and ground is compacted and raised to grade with all grass seeding and landscaping restored to full growth. The deposit will be held until the contractor's work is complete and the area is satisfactorily restored to its original condition. The deposit will be held for a period of up to ninety (90) days after completion of the work for work done between March 1st and September 30th. The deposit will be held until the following May 31st for work done between October 1st and February 28th.

The permit application must be submitted to the Association a minimum of three (3) business days prior to excavation. The permit must be approved in writing by the Association prior to the owner or contractor delivering any equipment to the Association property or prior to any excavation.

By Authorization of the Homeowner's Council, Mister Sewer Plumbing and HVAC is not permitted to work anywhere on the Association exterior grounds for any reason. Any permit including work by Mister Sewer will be rejected.

The contractor is required to make a PA One Call at least three (3) business days prior to excavation. Excavation will not be permitted by the Association without documentation of the PA One Call and/or ground markings provided by the utility entities in the work area. If an emergency PA One Call is required, then the contractor must follow all PA One Call regulations pertaining to an Emergency Notice as per Commonwealth law.

The unit owner will be responsible for ensuring that the contractor they hire satisfactorily completes all work, including, but not limited to the following:

- Completes the PA One Call at least three (3) business days prior to excavation.
- Provides a safe work area that does not risk the safety of people or property.
- Provides a safe work area that does not damage trees, shrubs, plantings, paved areas, sidewalks, railings, lighting conduit and fixtures, mailboxes, windows, doors or any portion of the exterior edifice of a building.
- o Follows all requirements and conditions as listed with the Association Permit.
- Restores the ground and lawn areas to the existing condition, including topsoil and reseeding any disturbed lawn areas.
- Restores asphalt pavement to grade and a smooth surface with seal tar around the perimeter of the final pavement placement to protect the new joints. The final pavement joints need to be square to the rest of the driveway for a neat finish.

Quail Run Summary Revisions to Section 37 – Fines and Enforcements Add the Following:

New Section:

Section 41 – Utility Services

A unit owner(s) who fail to maintain utility service in violation of this section will be subject to a fine and legal action by the Association. The Association will provide notification to the Township of violations for enforcement of applicable Township code(s). A fine will be issued at the rate of \$50.00 per calendar day for each day utility service(s) are not maintained. The fine will be waived for calendar days where the owner has a signed contract with a contractor to perform repair work as a result of a utility shut-off. The owner must provide the Association written documentation from the utility entity, a licensed plumber or electrician or from Peters Township that the service has been restored and the unit is in compliance with this Section and the Township Code.

A unit owner who fails to repair a damaged service line in violation of this section will be subject to a fine and legal action by the Association. A fine will be issued at the rate of \$50.00 per calendar day for each day the service line is not repaired. The fine will be waived for calendar days where the owner has a signed contract with a contractor to perform repair work as a result of utility service line damage. The Association may hire a contractor of its choosing to perform the necessary repairs with the owner responsible for any and all costs incurred by the Association for such work.

Any excavation work implemented without an approved Common/Limited Common Area Excavation Permit or in violation of any requirements of the permit or this Section will subject the contractor to immediate removal by the Association in conjunction with the Peters Township Police Department, a \$200.00 fine charged to the unit owner, and reimbursement to the Association for any restoration costs for damage to property.

The Quail Run Homeowners Council is providing the following guidance pertaining to Section 36, which prohibits the use of window air conditioning units.

Air conditioning options that can be utilized and that are in compliance with the Association regulations include the following:

Portable Air Conditioner

Portable air conditioners are available with a dual hose vent or without a vent. Portable air conditioner units are sold by multiple manufacturers in many different sizes, styles, colors and price ranges. The Association permits a hose vent at the window provided the hose does not extend past the window frame ledge and a manufacturer provided window bracket is



utilized. Wood planks or other homemade window brackets not provided by the manufacturer for the air conditioner unit will not be permitted. Portable units that have an exterior unit or require boring a hole through an exterior wall are not permitted.



• Install Zone Temperature Control

A thermostat that controls each floor of a multi-story property will make climate control on the top floor more feasible and comfortable. The thermostat on the top floor should be set to the desired temperature with the bottom floors set several degrees cooler. Zone temperature control can be installed by any HVAC or most handyman contractors.

• Replace or Upgrade the Central Air Conditioning Unit

Contact an air conditioning professional to review and provide recommendations to repair or upgrade your central air conditioning unit. There have been a number of improvements and options available to make air conditioning systems more powerful and efficient. All Quail Run units were purposefully constructed with central air duct work and systems for the use and benefit of each owner and resident.

The referenced regulations are in place for the safety and peace of all owners, residents, maintenance staff and contractors as well as to maintain property values. The Association is providing this notification at this time in order to provide you with plenty of time to plan for the spring/summer 2021. A copy of the Association Summary of Ownership can be found at www.quailrunpeters.