

**RULES AND REGULATIONS**  
**OF**  
**THE SUMMIT AT SHILOH CONDOMINIUMS**

Updated and Approved by Executive Board October, 2022

The Executive Board at The Summit At Shiloh has updated the original Rules and Regulations, published in 2006.

Please note that Owner(s) refers to Building One, Building Two and Villas, unless otherwise stipulated. Residential Unit refers to each Owner(s) unit in either Building One, Building Two or Villa.

Please review this document to ensure you, as Owner(s), are up to date with these Rules and Regulations.

**A. INTRODUCTION**

1. The Summit At Shiloh Condominiums ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to Owner(s), such term shall apply to the Owner(s) of any Unit, to his family, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Owner(s) and the family of such Owner(s). Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

3. The Owner(s) shall comply with all the Regulations pertaining to Residential Unit, deck, balconies, driveways, recreational areas, grounds, parking areas, Common Areas, Clubhouse and deeded parking spaces.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given at any time by resolution of the Association or the Executive Board.

5. Some Regulations are taken in whole or in part from the applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.

6. Because a condominium combines 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.

7. 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 H of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

## B. RESTRICTIONS ON USE

1. No part of a Residential Unit shall be used for any purpose except housing and the related common purposes for which the Summit At Shiloh was designed. Each Residential Unit shall be used as a residence for a family, their guests and caregivers.

2. There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common elements, i.e., hallways and/or lobbies, without the prior written consent of the Executive Board except as herein or in the Bylaws.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for Building One or Building Two or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Owner(s) shall permit anything to be done or kept in his Residential Unit or in the Common Elements which will result in the cancellation of insurance on Residential Units. Nothing shall be kept in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Residential Unit or storage area in Building One or Building Two.

4. All garbage/trash needs to be placed in a closeable plastic bag. Recyclables must be placed in designated recycling containers located in Building One and Building Two's garages.

5. No playing or lounging shall be permitted, nor shall baby carriages, skateboards, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas or passageways, parking areas, sidewalks, lawns or elsewhere in the Common Elements.

6. Each Owner(s) shall keep his Residential Unit in a good state of preservation, repair and cleanliness. Nothing shall be permitted to be thrown from any door, window, balcony or patio.

7. No bird feeders, except for hummingbird feeders, and/or wildlife feeders of any kind are permitted on the balconies and patios of Building One and Building Two.

8. Nothing shall be done in any Residential Unit or on the Common Elements which may neither impair the structural integrity of or structurally change nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

9. No noxious or offensive activity, i.e., cooking or anything that creates a strong odor, shall be carried on in any Residential Unit in Building One, Building Two or in the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to the other Residential Unit Owners or occupants. All cooking equipment shall be used in such a way to prevent noxious odors from permeating the Residential Units. Do not open Residential Unit's hallway door for ventilation of noxious or offensive odors.

10. No Owner(s) shall make or permit any disturbing noises or permit anything which will interfere with the rights, comforts or convenience of other Owner(s). All Owner(s) shall keep the volume of any radio, television or musical instrument in their Residential Units sufficiently reduced at all times so as not to disturb other Owner(s). Despite such reduced volume, no Residential Unit shall operate or permit to be operated any such sound producing devices, at an elevated volume, in a Residential Unit between the hours of eleven (11) o'clock p.m., and eight (8) o'clock a.m., if such operation shall disturb or annoy other occupants of the Residential Units. There is to be no exercise equipment in Building One or Building Two due to the fact that the Clubhouse has an exercise room. Also, no noisy exercise will be tolerated such as running or jumping.

11. No industry, business, trade, occupation or profession of any kind, i.e., commercial, religious, educational, designed for profits, altruism, or exploitation, shall be conducted, maintained, or permitted on any part of The Summit at Shiloh's Common Elements and/or Clubhouse. No "For Sale" signs or other window displays or advertising are permitted on any part of The Summit at Shiloh's Common Elements and/or Clubhouse or in any Residential Unit. "For Sale" signs on a Villa may not be larger than one foot by two feet.

12. No Residential Unit shall be used for any rental period less than or exceeding six (6) months. The Owner(s) must obtain a rental housing permit from Centre Region Code Administration prior to signing a lease. No unit in Building One, Building Two or Villa shall be rented for transient hotel or motel purposes, such as Airbnb, VRBO, or any/all other short-term rental companies, for a period less than six (6) months.

13. Draperies, curtains or Venetian blinds must be installed by each Owner(s) on all windows of their Residential Unit and must be maintained at all times. If damage occurs, Building One and Building Two owners are responsible for the replacement of the white Venetian blinds that are standard issue.

14. Owner(s) shall not hang, display or expose anything on the exterior of the Unit; i.e., windows, decks and doors. This includes laundry, clothing, rugs, signs, awning, canopies, shutters, radio or satellite dishes. No decks or balconies can be used as storage areas or be enclosed or covered by Owner(s) after settlement, without prior consent, in writing, of the Executive Board.

15. No Residential Unit shall be used for any unlawful purpose, and no Owner(s) shall do or permit any unlawful act in their Residential Unit.

16. No alterations externally visible from outside Residential Units shall be made to the deck, balconies or patios without specific prior written approval by the Executive Board.

17. No water beds, fish tanks in excess of thirty (30) gallons or other furniture filled with a liquid or semi-liquid substance shall be installed or used in Building One or Building Two.

18. The exterior and interior portion of windows shall be cleaned by the Owner(s).

19. Generators of any kind are not permitted.

20. Building One and Building Two have a size limit of one pound (1 lb.) propane tanks for grills. The Villas are permitted to have a full-size grill with a 20 lb. tank. A full-size grill is provided outside the Clubhouse for any Resident to use. Please note that you are responsible for cleaning the grill after use and reporting if the propane runs out.

21. No charcoal grills are permitted on the balconies of Building One or Building Two.

### C. PET RULES

1. No non-domestic animal life may be raised, bred or kept in any Residential Unit – or in the Common Elements. A maximum of two (2) dogs OR two (2) cats OR one (1) dog and one (1) cat may be kept in any Residential Unit. Small animals other than dogs or cats (including, hamsters, birds, and fish) may be kept by an Owner(s) as household pets provided that such permitted species are not kept for any commercial purposes.

2. A pet may be maintained in a Residential Unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.

3. All pets must be registered and inoculated as required by law. Tropical fish are excluded from this limitation, except the tanks cannot be larger than 30 gallons.

4. Pets are not permitted in the Clubhouse.

5. Pet owners are fully responsible for personal injuries and/or property damage caused by their pet.

6. Four-legged pets must be kept on a leash and accompanied by a responsible person when outside of the Residential Unit.

7. Any Owner of a pet permitted in Residential Units shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents and preservation of the Common Elements and neighborhood grounds.

8. Owners of pets walked upon the Common Elements must promptly clean up their pet's (pets') droppings in all areas.

#### D. PARKING AND STORAGE

1a. Unless otherwise authorized by the Association, the Garage Units and parking areas in Building One and Building Two may not be used for any purpose other than parking automobiles, personal pick-up trucks, and small passenger vans. No buses, trucks, trailers, boats, vans (other than small passenger vans), stretch cars, recreational or commercial vehicles shall be parked in the parking areas, Garage Units or in driveways. Non-residents attending an event at the Clubhouse, at the invitation of an Owner(s), are to park on the East and/or North sides of the Clubhouse.

1b. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on The Summit at Shiloh property with conspicuous "For Sale" signs attached.

2. All Residential Owner(s) shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Owner's sole risk and expense.

3. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by an Owner(s), any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on The Summit at Shiloh property, the Association shall be held harmless by such Owner(s), etc., for any and all damages or losses that may ensue.

4. Storage Units in Building One and Building Two are to be used at your discretion. Building One Owners are not permitted to place any items in their assigned parking space. Building Two Owners who do not have a storage unit, may store items in the space in front of their car.

#### E. RECREATIONAL FACILITIES

1. All persons using any of the Clubhouse facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Resident Unit Owner(s) shall make any claim against the Association, its agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of/or in connection with any such use of any of the Clubhouse recreational facilities.

2. In addition to all other rights, which the Executive Board has for nonpayment of assessments, the Executive Board of the Association shall have the right to bar the use by Residential Unit Owner(s), their family, tenants, guests, invitees or licensees of any of the Clubhouse facilities for failure to make payment of any assessments or fees due.

#### F. CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit Owner(s) shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters.

2. All contractors performing major work or alterations on an Owner(s) Unit or Limited Common Element shall file a certificate of insurance and indemnity with the Owner(s). Any Unit Owner(s) who wish to perform any interior alteration to his Unit shall:

2a. Refrain from making any interior alteration that will: (i) impair one or more of the structural integrities of the Buildings or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Buildings; (iii) lessen the support of any portion of the Buildings; or (iv) violate any applicable law, ordinance or governmental rule, regulation or order.

2b. Obtain such insurance coverage with respect to such interior alteration as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations.

2c. Expeditiously complete all interior alterations without incurring any mechanics' or materialmen's liens.

2d. Pay the full cost of performing all such interior alterations.

2e. At such Unit Owner's expense, secure all necessary governmental permits and approvals prior to performing all such alterations.

2f. Comply with all other requirements, page 6, Section 3.5 of the Declaration of Condominium.

#### G. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.

2. Solicitors are not permitted on the premises. If any Unit Owner(s) is contacted by a solicitor on the property, the Managing Agent must be notified immediately.

3. The appearance of the Units, Building One, Building Two, Villa shall conform to the Condominium's standards of integrity and appearance. Each Unit Owner(s) is fully responsible for maintaining the Unit premises, Limited Common Elements pertaining to such Unit in a good state of upkeep and cleanliness. If the Association and/or management has to intercede to maintain said premises, the Unit Owner(s) shall be charged for such service.

#### H. INTERNAL DISPUTES

1. If an internal dispute arises between two (2) Owners, the problem should be addressed between the two (2) Owners and work towards a resolution.

2. If an internal dispute between two (2) Owners is unresolved, the Executive Board at The Summit at Shiloh shall be notified and the Executive Board 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 provision of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint, the Executive Board shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.

4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Executive Board shall then give the alleged violator at least ten (10) days' notice of a hearing to be held to hear the charges of the complainant and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The public 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 transcriptions and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Executive Board 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 Executive Board shall excuse him/herself, or be otherwise unavailable, another Unit Owner shall be appointed to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Executive Board shall recommend sanctions if a violation has been found. The Executive Board shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s):

- (1) Reprimand/warning
- (2) \$25.00 Fine

- (3) \$50.00 Fine
- (4) \$100.00 Fine
- (5) \$200.00 Fine
- (6) Any of such Fines per day or per occurrence, as appropriate.

8. Within ten (10) days after the Executive Board's decision and recommendation, unless it is found that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion, the Executive Board may hold a second full hearing on the matter. In such case, the Executive Board may also levy a fine higher than that provided in the Schedule above, 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.

9. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.

10. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Executive Board before he/she may seek redress in a court of law.