

**RULES AND REGULATIONS
OF
PENNS MANOR CONDOMINIUM ASSOCIATION
Centre Hall, PA 16828**

A. INTRODUCTION

1. Penns Manor Condominium Association ("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. 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.

3. Wherever in the Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees, or licensees of such Unit Owner. Wherever in the 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.

4. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the building, porches & patios, driveways, landscaping, grounds, open space, improvements, signage, sidewalks, parking areas, common easements and limited easements and any other appurtenances.

5. The Association 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 Association or the Executive Board.

6. A Unit Owner has the right to petition the Executive Board of the Association to alter, amend, modify, clarify, repeal, or revoke the regulations, bylaws, or declaration of condominium at any time.

7. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Pennsylvania Uniform Condominium Act ("Act"). In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.

8. 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. After two weeks written notice and opportunity to correct a violation, the Association may impose a \$25 per day fee on a Unit Owner for a continuing violation of these Regulations. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Executive Board and the Association before seeking redress in a court of law. The

Regulations will be enforced, without discrimination, for the benefit of all members of the Penns Manor Condominium Association.

B. RESTRICTIONS ON USE

1. No part of the Condominium shall be used for any purpose except housing and the related common purposes for which the Condominium was designed. Each Residential Unit shall be used as a residence for an individual or family along with a support person and guest. There shall be no more than two (2) unrelated individuals living in a unit at any one time. No more than twenty-five (25%) percent of the existing units may be leased.

2. Units may be leased by the owner of the unit for periods of a one (1) year term or longer, subject to the specific prior written approval of the Executive Board for shorter leases. Units may not be subleased by a tenant. All leases shall be filed with the Managing Agent for compliance with B.1 above.

3. Each Unit Owner shall be fully responsible for maintaining the appearance of the Unit in conformity with the Condominium standards of integrity, cleanliness, and architecture.

4. No external alteration or change in color or finish which are visible from the outside of the building shall be made to the front porch, rear patios, siding, windows, shutters, roofing, landscaping, lighting, mailboxes, sidewalks, driveways or to the building and appurtenances in general without specific prior written approval by the Executive Board.

5. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements or Limited Common Elements without the prior written consent of the Executive Board.

6. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof or which would be 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, other than limited quantities of materials for the Unit Owner's and resident's personal use. No waste shall be placed on the Common Elements.

7. All garbage cans, containers or bags of any kind shall be kept within the garage and out of sight except on collection day and after 6 pm of the day before collection.

8. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of any building, or which may structurally change the building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board. Any damage caused by the change made is the responsibility of the Unit Owner.

9. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comfort, or convenience of other Unit Owners. All Unit Owners shall keep the volume of any

radio, television, or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

10. Home occupations are not encouraged but are not prohibited. A Unit Owner may have a home occupation in the premises with the following restrictions: 1) there are no employees other than the residents of the unit, 2) there is no warehousing outside of the living area and the garage, and 3) personal care boarding homes, tourist homes, B&B's, day care facilities and similar uses are not permitted unless approved by the Executive Board.

11. No signs or other window displays, or advertising may be maintained or permitted on any part of the Condominium or in any Unit. The right is reserved by the Property Management Firm and the owner of a Unit to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units. Any sign may be no larger than two feet by two feet.

12. Radio and/or television antennas, laundry poles, awnings & canopies, the planting of flower beds, gardens, trees, shrubbery, etc. may be installed on the rear of the Unit and with the approval of the Executive Board. Under no circumstances shall any item above be installed by the Unit Owner beyond the boundaries established by the Executive Board. If a clothesline apparatus is approved by the Executive Board, it must be of the single pole folding and removable type and all hanging items must be removed by sunset. No terrace or patio shall be enclosed or covered by a Unit Owner without the prior consent in writing of the Executive Board. The maintenance and removal of any item above and any damage caused by it shall be the responsibility of the Unit Owner and any subsequent owners of that unit.

13. No Unit shall be used for unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

C. PET RULES

1. No non-domestic animal life may be raised, bred, or kept in any Unit or in the Common Elements. A maximum of two (2) dogs and cats may be kept in any Unit. Small animals other than dogs or cats (including hamster, birds, reptiles, amphibians, and fish) may be kept by a Unit Owner as household pets provided that such permitted species are not kept for any commercial purpose.

2. A pet may be maintained in a 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, and crying, scratching or unhygienic offensiveness.

3. Pet owners are fully responsible for personal injuries and or property damage caused by their pets.

4. Any Owner of a pet shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residences of the building and preservation of the building and grounds.

5. Owners of pets walked upon the Common Elements must clean up their pet's droppings in all areas. Pets that are outside of a unit must be restrained at all times by a leash.

D. PARKING AND STORAGE

1. Unless otherwise authorized by the Executive Board, the driveways and parking areas may not be used for any purpose other than parking non-commercial passenger motor vehicles for 2-8 people. No large busses or trucks, trailers, boats, tractors, stretch cars, motorcycles, golf carts, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Executive Board. All vehicles must have current license plates, registration card and inspection sticker and be in operating condition.

2. All Unit Owners 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 shall be towed away at the Unit Owner's sole risk and expense.

E. GENERAL

1. Each Unit Owner shall maintain liability insurance with a minimum policy limit of THREE HUNDRED THOUSAND and 00/100 (\$300,000.00) DOLLARS PER occurrence. In addition, each Unit Owner will be responsible for condominium insurance to cover the interior of the building and their personal contents. The Association will obtain general liability insurance for the common area and insurance on the exterior of the Unit.

2. Condominium assessments will be invoiced monthly. Any payment that is not received within five (5) days of the date due will be charged a late fee as established by the Executive Board.

3. The Executive Board may utilize the services of a professional Managing Agent to manage the affairs of the Association.

F. LANDSCAPING POLICY

1. GOAL. Our goal is to maintain the beauty and quality of our most visible common areas, while minimizing Association costs to the Unit Owners. The purpose of this section is to have a consistent and fair approach to meet the needs of our Unit Owners as our landscaping matures. This policy may be modified by the Board in individual cases to protect the safety of residents.

2. 1st Priority. Our first priority is to maintain the safety and beauty of the areas adjoining our streets and public sidewalks to maintain the value of our visible common areas. To this end the Association will pay to have professionals trim, fertilize, and safely apply pesticides to the existing trees and bushes that are adjacent to our public sidewalks and roads. The Association will pay to remove dead trees and bushes as soon as possible and replace them within 12 months. The 12-month period will allow the Association to optimize time for planning and consolidate work to reduce costs.

3. 2nd Priority. Our second priority is to maintain the beauty of the trees and bushes planted by the Association (including the developer) in the front and side of the buildings that were here when the buildings were built, and replacements planted by the Association. To this end, the Association will pay to have professionals trim, fertilize, and safely apply pesticides to all existing trees and bushes in the front and immediate side of the buildings that were planted by the Association or the developer. The Association will pay to remove dead trees and bushes

and replace them within 16 months. The 16-month period will allow the Association to optimize time for planting and consolidate work to reduce costs.

4. 3rd Priority. The third priority is trees and bushes in the back of the buildings. The Association will pay to remove trees and bushes planted or incorporated into the property by the Association or the developer as soon as possible if they create a safety problem and as soon as cost effective if they do not. The Association will work with the Unit Owner to reduce costs if the Unit Owner wants to pay to replace the tree or bush, but the Association will not pay to replace or maintain a replacement. The type of tree or bush planted by a Unit Owner must be approved by the Executive Board to ensure it is compatible with the area. The Executive Board will use reasonable efforts to help reduce costs for the Unit Owner by working with contractors to consolidate work to save money.

5. Not an Association Responsibility. The Association will work with the Unit Owner to reduce costs for the owner for trees, bushes and other plantings that were not planted by the Association but will not pay to maintain or replace them. (For newer owners who are not sure what was planted by the Association, the easiest way is to compare your planting to the type and location of trees and bushes of all other units. If the planting is not copied at almost all of the other units, it is most likely not an Association responsibility. For example, planting boxes and all flowers are the unit owner's responsibility.) The Association will use reasonable efforts to help consolidate work to save Unit Owners money, but any expenses requested by the Unit Owner will be charged back to the Unit Owner. The type of tree or bush planted by a Unit Owner must be approved by the Board to ensure it is compatible with the area.

G. ASSOCIATION COORDINATORS

The Executive Board shall appoint Coordinators to help operate the Association. The Coordinators shall be residents or Unit Owners, serve for a year and may be reappointed. Coordinators serve without pay (other than the gratitude of their neighbors) but have their expenses reimbursed by the Association. While helping with the Association, the Coordinators shall be officers of the Association and covered by the Association's general liability insurance. The Coordinators include but are not limited to the following.

1. Clubhouse Coordinator - One or more to coordinate: scheduling of the use of the clubhouse, cleaning by a contractor, stocking supplies, and monitoring utility use. Administer petty cash fund of up to \$1000 from donations and use for supplies. Report to Executive Committee for capital needs and get approval of expenditures over \$500. Excess cash turned over to Treasurer and Managing Agent to add to reserves.

2. Directory Coordinator - Coordinate email distribution of current Association Directory of residents and Unit Owners.

3. Landscaping Coordinator - Coordinate routine and periodic landscaping services with contractor.

4. Maintenance Coordinator - Coordinate maintenance repairs for Common and Limited Common Elements with the Handyman and Managing Agent. Provide information to Unit Owners to access Handyman and Managing Agent for owner-funded Unit maintenance.

5. Snow Coordinator - Coordinates snow removal by contractor after considering cost and

safety. Give more weight to safety. Give priority to Units with steep slopes and deadlines.

6. Welcome Coordinator - Welcome new Unit Owners and residents and get information for Directory. Provide community information and background.

H. HANDYMAN SERVICES

The Executive Board shall hire a Handyman for the following.

1. Twice per calendar year inspect each building for roof leaks or needed repairs, gutter cleaning, loose siding, or soffits, outside lights requiring bulb or light sensor replacement, and damages of any kind to the homes or grounds. The inspection will include the grounds, dryer vents, sidewalks, driveways and any other outside areas and common areas of the property for possible problems.

2. Each semiannual inspection will include checking for any needed painting with a list of specific locations given to the Maintenance Coordinator for consideration and approval.

3. The Handyman will prepare and submit to the Maintenance Coordinator a list of Items recommended to be repaired for approval for his work or for solicitation of quotations for any work he believes to be outside of his capacity to provide. Work such as sidewalk replacements, excavations, or those requiring an unusual amount of time, specialized skills, or equipment are expected to have quotes solicited.

4. The Handyman will be available to Unit Owners at their own cost for repairs they request for items they are responsible for or wish to maintain, at the same rate as for the Association.