

RULES AND REGULATIONS
OF
PARK AT MARSHALL CONDOMINIUM ASSOCIATION

Effective January 2016

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Except as may be specifically defined herein, the terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as PARK AT MARSHALL CONDOMINIUM ASSOCIATION, a condominium created under and subject to the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §3101, et seq. ("Act"). All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

A. DEFINITIONS

1. "Association" is the Unit Owners' association of the Condominium, which shall be known as the "PARK AT MARSHALL CONDOMINIUM ASSOCIATION".
2. "Building" or "Buildings" refers to any building located on the Property.
3. "By-Laws" means By-Laws of the Condominium Association.
4. "Common Elements" are all portions of Property except the Units.
5. "Declaration" is the Declaration of Condominium, as the same may be amended from time to time.
6. "Executive Board" is the Executive Board of the Association.
7. "Limited Common Elements" are any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in the Declaration, and/or (c) identified as such in the Plats and Plans.
8. "Unit" is a unit as described in the Declaration and shown in the Plats and Plans.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and the By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
3. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and By-Laws.

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4. No Resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Units in the development or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, radios, fireworks, discharge of firearms, etc.
5. Unit Owners or occupants are responsible for any property damage caused by their families, pets or guests.
6. Unit Owners will be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or negligence to make any necessary repairs to his Unit.
7. Each Unit Owner is solely responsible for the proper care and maintenance of his Unit including Limited Common Elements. Maintenance of the Common Elements and structural repair of the Limited Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.
8. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Common or Limited Common Elements.
9. Bicycle riding is permitted on paved areas only.
10. Playing games on PARK AT MARSHALL CONDOMINIUM ASSOCIATION'S driveway areas and streets is prohibited.
11. Outdoor cooking is permitted at the rear area of the Units only.

C. AESTHETICS

1. All personal property shall be stored within the Units.
2. Only neutral (white, ivory, or crème or neutral wood stain) blinds, drapes or linings thereof will be permitted, which may be visible from the exterior.
3. Reasonable front door decorations are permitted providing they do not detract from the general appearance of the Building. Holiday decorations must be removed within a reasonable time after the holiday.
4. Residents shall not hang laundry, towels, rugs, etc. outdoors on lines or deck railings.

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5. A "For Sale" sign or Security System sign may be placed in the window of the Unit. No other signs are permitted unless authorized by the Executive Board. An "Open House" sign of a standard real estate tent type is permitted in the Unit Owner's driveway and displayed for a maximum of four hours on the day of the open house.
6. Flowers, as well as small flowering and non-flowering plants, may be planted in sidewalk and patio areas without prior approval of the Executive Board to supplement existing shrubs and small trees. However, large decorative shrubs must be compatible with the landscaping plan and may be planted only after prior written approval of the Executive Board has been obtained. In all areas in which Unit Owners plant flowers, plants, etc., weeding shall be the responsibility of such Unit Owner[s].
7. Driveways, sidewalks and stoops shall be kept free of trash, trashcans and debris.
8. No radio or television antenna or satellite dish shall be erected or installed on the exterior walls of the Common Elements, including the roof, by any Unit Owner. Satellite dishes not greater than eighteen inches (18") in diameter are permitted.
9. No Owner or Tenant shall repair or restore any vehicle while on Common or Limited Common Elements.
10. Retractable or removable awnings over the rear patio, not larger than the patio slab, are permitted, subject to Executive Board approval of color and design. Otherwise, awnings are not permitted.
11. Statues, artificial plants and trees, and other decorative accessories, except planters, are not permitted. Planters may only be placed on patios and stoops and not in or on the Common Elements.
12. No fences are permitted.

D. GARBAGE REGULATIONS

1. Garbage may not be placed at the curb until after 5:00 p.m. on the day prior to pick-up.
2. Receptacles must be removed from the curbside the day of garbage pick-up.
3. Trash pick-up will be on the day specified by the Municipality.

E. SAFETY

1. The sidewalks and entrances to the Units shall not be obstructed.
2. No Unit Owner or occupier shall store any explosives or large quantities of flammable material or hazardous products within his Unit.

F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No exterior changes or alterations, including painting, are permitted to be made to a Building or Unit unless approved by Executive Board.
3. No Unit Owner shall make or permit any interior addition or alteration to his Unit that could or might affect the structural integrity of the Building. In addition, any structural alteration or addition within a Unit, or repair or replacement of the Limited Common Elements appurtenant to such Unit, requires prior written approval of the Executive Board. Such Limited Common Elements included, but are not limited to, driveways, sidewalks and stoops. *See* Sections 3.1 and 5.2 of the Declaration.

G. USE RESTRICTIONS

1. The Units are to be used as single-family units ONLY. *See* Section 5.1(d) of the Declaration.
2. No business, industry, trade or occupation, excepting only limited professional activities as permitted by the Township of Marshall and approved by the Executive Board, shall be conducted, maintained or permitted on any part of the Property.
3. No animals of any kind may be raised, bred or kept in the Condominium except as stated under Section J, "Pets".
4. No Unit Owner or occupier shall permit anything to be done or kept in his Unit or in the Common Elements that will violate any law, statute, ordinance or regulation of any governmental body.

H. LEASING

A Unit Owner may lease or sublease his Unit (but not less than the entire Unit) at any time provided that said lease or sublease is in accordance with the requirements and restrictions set forth in Article VIII of the Declaration and provided:

- a. No Unit may be leased or subleased for transient or hotel purposes.
- b. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution of the lease.
- c. A breach of the Declaration, By-Laws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
- d. Lessors are fully responsible for their tenant's adherence to the Declaration, By-Laws, these Rules and Regulations and the Act.

I. REGULATION OF TRAFFIC AND PARKING

1. Only licensed motorized vehicles are allowed on PARK AT MARSHALL CONDOMINIUM ASSOCIATION'S driveways and streets. Parking of automobiles in streets shall only be permitted for visitors of Unit Owners and only during the period of the visit.
2. No motor-homes, boats, or the like shall be parked in the driveways or on the street for any period of time.
3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets; no auto shall be stored under protective covering during the winter months in the driveways or streets.
4. No vehicle which is undriveable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than forty-eight (48) hours in the driveways or parking areas. Such vehicles will be towed in accordance with PARK AT MARSHALL CONDOMINIUM ASSOCIATION'S schedule of violations, attached hereto.

J. PETS

1. Subject to the further restriction on types of pets, weight and number set forth in Paragraphs 2 and 3 below, pets such as dogs, cats, fish, birds, hamsters, mice, guinea pigs and gerbils may be maintained in a Unit so long as it or they are not a nuisance. No farm animals, exotic animals or non-domesticated animals are permitted. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor,

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or an unreasonable number of pets. No pets may be maintained outside of the Unit.

2. Each Unit Owner may have no more than two (2) dogs. No dog may exceed 50 pounds in weight, unless the dog is owned by the Unit Owner at the time of purchase of the Unit, in which event the Unit Owner is permitted to have the dog as long as the Unit Owner is in compliance with the other Rules and Regulations regarding pets.
3. Each Unit Owner may have no more than three (3) cats; however, if the Unit Owner also has a dog, the Unit Owner may have no more than one (1) cat and if the Unit Owner has two (2) dogs, the Unit Owner may not have any cats.
4. All pets must be registered and inoculated as required by law.
5. Each Unit Owner shall indemnify, defend and hold harmless the Association, including the payment of reasonable attorneys' fees, from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
6. Pets must be leashed and accompanied by a responsible adult at all times. Leashes may not exceed six (6) feet in length. No pet may be tied, staked, attached to run or be allowed outside the Unit unattended in any other way.
7. Unit Owners must comply with all ordinances of the Township of Marshall governing pets.
8. Unit Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
9. Unit Owners must promptly clean up their pets' droppings.
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.

**PARK AT MARSHALL CONDOMINIUM ASSOCIATION'S
SCHEDULE OF VIOLATIONS AND PENALTIES**

<u>CATEGORY/ VIOLATION</u>	<u>1ST NOTICE</u>	<u>2ND NOTICE</u>	<u>3RD NOTICE</u>
Structural and Architectural Grounds	Written request for compliance within 14 days and notice of consequences of inaction	After 14 days, a \$25.00/ day fine will be imposed	After 30 days, a contractor will be hired by the Association to correct at Unit Owner's expense
Garbage	Written request for compliance and notice of consequences of repeat violation	A \$25.00 fine will be imposed for a second violation	A \$35.00 fine will be imposed for each subsequent violation
Pets (general)	Written request to pet owner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be imposed for a second violation	A \$35.00 fine will be imposed for each subsequent violation
Pets (damage to lawn and shrubs)	Written request to pet owner for damage repair within 30 days and notice of consequences for inaction	A \$25.00 fine will be imposed and owner will be billed for the costs of repair	A \$35.00 fine and costs will be imposed
Lease Violation (copy not filed with Condominium Association)	Written request for signed copy within 30 days	After 30 days, fine of \$25.00/month until the lease is received	
Vehicle Parking (on lawn)	Written request for compliance and notice of consequences of inaction	\$25.00/day fine plus costs will be imposed	

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<u>CATEGORY/ VIOLATION</u>	<u>1ST NOTICE</u>	<u>2ND NOTICE</u>	<u>3RD NOTICE</u>
Motor homes, boats and trailers	Written request for compliance within 7 days and notice of consequences of inaction	After 7 days a \$25.00/day fine will be imposed	
Stored/unmoved vehicle	Written request for compliance within 7 days and notice of consequences of inaction	After 7 days Municipality's Police will be notified to tow, vehicle owner will be billed for all towing and storage fees	
Undriveable vehicle	Vehicle ticketed and or/written request for compliance within 72 hours	After 72 hours Municipality's Police will be notified to tow, vehicle owner will be billed for all towing and storage fees	