

RULES AND REGULATIONS

OF

COURTYARDS AT KRENDALE CONDOMINIUM

RULES AND REGULATIONS OF COURTYARDS AT KRENDALE CONDOMINIUM

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 Courtyards at Krendale, a condominium created under and subject to the Pennsylvania Uniform Condominium 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. “Condominium Association” is the Unit Owners’ association of the Condominium which shall be known as the “COURTYARDS AT KRENDALE 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 Condominium 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.

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 Condominium Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.
8. The Condominium 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 in streets is prohibited.

C. AESTHETICS

1. All personal property shall be stored within the Units.
2. Blinds, drapes or linings thereof which may be visible from the exterior will only be permitted in neutral colors (white, ivory, or crème or neutral wood stain).
3. Reasonable front door decorations are permitted provided 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.
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 font 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 along sidewalk and patio areas without prior approval 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 from the Condominium Association has been obtained.
7. Driveways, sidewalks and stoops shall be kept free of trash, trash cans and debris.
8. No radio or television antenna and/or satellite dish shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof, by any Unit Owner without first obtaining the written approval of the Executive Board. The Unit Owner shall submit a written request to the Executive Board specifically setting forth the detail of the equipment design and appearance, including a picture of the equipment, the requested location of the equipment and the method of installation. If the request is approved, the Executive Board shall notify the Unit Owner in writing of the approval and all conditions of the approval relative to equipment design, location and installation. The Unit Owner shall only be permitted to install the equipment in accordance with the approval. No modification of the approval shall be permitted without the written consent of the Executive Board.
9. No Owner or Tenant shall repair or restore any vehicle while on Common or Limited Common Elements.
10. Awnings are to be permitted only with written Executive Board approval.
11. The location and design of any statues, artificial plants and trees, planters, and other decorative accessories must be approved in writing by the Executive Board. Planters should only be placed on stoops or patios.
12. Subject to all applicable federal, state, and local laws and ordinances, the placement of any flag or similar banner shall first be approved in writing by the Executive Board.

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 curb side the day of the pick-up.
3. Trash pick-up will be on the day as specified by the provider.

4. All trash receptacles must be kept in the Unit's garage or otherwise out of sight from street view.

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.
3. In the event of inclement weather that may cause the necessity for snow/ice removal, Unit Owners are required to remove cars from driveways and streets so as not to interfere with snow/ice removal.

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, can be made to the Building unless approved by Executive Board.
3. No Unit Owner shall make or permit any interior addition or alteration to his Unit which could or might affect the structural integrity or mechanical/utility systems 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 include, but are not limited to, driveways and sidewalks. See the relevant portions of the Declaration.

G. USE RESTRICTIONS

1. The Units are to be used as residential units ONLY. See the relevant portions of the Declaration.
2. No business, industry, trade or occupation, excepting only limited professional activities as permitted by the Township of Butler 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 which 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:

1. No Unit may be leased or subleased for transient or hotel purposes.
2. The Executive Board must approve the form of lease or sublease.
3. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution of the lease.
4. 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.
5. 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

ALL TRAFFIC AND PARKING RULES ARE SUBJECT TO TOWNSHIP ORDINANCES

1. As permitted by the Township, only licensed motorized vehicles are allowed in 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, trailers, or the like shall be parked in the driveways or streets in excess of a twenty-four hour period during any six month period.
3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets; no automobile shall be stored under protective covering during the winter months in the driveways or streets.
4. No vehicle which is un-drivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, may be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will be towed in accordance with the schedule of violations.

J. PETS

1. Subject to the 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 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, or an unreasonable number of pets. No pets may be maintained outside the Unit.
2. Except as set forth in Paragraph 3, each Unit Owner may have no more than two (2) pets. No animal may exceed 50 pounds in weight, unless the animal 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 animal 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 and hold harmless the Association 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 (including patios) unattended in any way.
7. Unit Owners must comply with all ordinances of the Township of Butler 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, whether within or outside the defined boundaries of a Unit
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.

K. RECREATIONAL FACILITIES

1. It is not intended that the Condominium will include recreational facilities. However, in the event that recreational facilities are installed, all persons using any of the recreational facilities do so at their own risk and sole responsibility. The Condominium Association does not assume any responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Condominium Association, its servants, 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 recreational facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by the tenants, guests, invitees, or licensees of such Unit Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately cause by direct negligence of the Condominium Association or its agents, servants or employees in the operation, care or maintenance of such facilities.
2. It is not intended that the Condominium will include recreational facilities. However, in the event that recreational facilities are installed, in addition to all other rights which the Executive Board has for nonpayment of assessments, the Executive Board of the Condominium Association shall have the right to bar the use by a Unit Owner of any of the recreational facilities for failure to make payment of any assessments or fees due.
3. It is not intended that the Condominium will include recreational facilities. However, in the event that recreational facilities are installed, at the election of the Unit Owner, his lessee or sublessee in possession of a Unit, and the members of the family of such lessee and sublessee residing in the Unit, may use the recreational activities in the place of such Owner and his family and such lessee and sublessee shall be entitled to all the rights and subject to all the restrictions that the Owner of such Unit would possess or bear; provided, however, that such Unit Owner and such lessee or sublessee shall be jointly and severally liable for, and shall indemnify and hold harmless the Condominium Association of, from and against any damage or injury suffered by reason of such use. Notwithstanding the foregoing, use of recreational activities by the lessee or sublessee in possession of a Unit may be prohibited by the Condominium Association (at its election) if and when the Association receives written notice from either such lessee or sublessee or such Unit Owner that the person giving such notice thereafter reduces to accept the liability described in the immediately preceding sentence.

COURTYARDS AT KRENDALE CONDOMINIUM ASSOCIATION
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 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
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 Township Police will be notified to tow, vehicle owner will be billed
Un-drivable vehicle	Vehicle ticketed and/or written request for compliance within 72 hours	After 72 hours Township Police will be notified to tow, vehicle owner will be billed
Vehicle parked on driveway or streets during snow/ice removal	Vehicle ticketed	