

The Plum Creek Village Condominium Association

Rules and Regulations

2009.01

Abiding by the Declaration, By-Laws and Rules

(Inception: March 1993) (Revised: September 2009) (Revised: September 2014)

All unit owners, their tenants and guests must abide by the Declarations, By-Laws, and the Association Rules and Regulations. The Executive Board may levy fines upon Unit owners for violations of the Declaration, By-Laws, or Rules and Regulations. Unit owners shall be responsible for ensuring compliance with the Declaration, By-Laws, and Rules and Regulations by their guests, licensees, relatives, employees and any other persons whom they invite or otherwise cause to be upon the premises, and penalties for such violations by such persons may be levied against the Unit owner. Failure to do so may result in the following:

1. First offense may result in a verbal warning.
2. Second offense may result in a written warning.
3. Third and subsequent offenses may result in a fine not to exceed \$250.00 per occurrence, as determined by the Executive Board. Fines must be paid within 30 days of notification of the offense. Payment after 30 days but before 60 days will include a 50% late charge. Payments not received within 60 days will result in a lien being filed against the unit owners title, and will accrue a 1.5% per month interest charges.

Fines for Violating Rental Amendment

1. First offense may result in a written warning
2. Second offense or failure to correct the offense may result in a \$30 per day fine until the offense is corrected. Fines must be paid within 30 days of notification of the offense. Fines not paid within 30 days of notification may result in legal action.

2009.02

Proper Use of Condominium Property (Inception: September 2009)

No improper, immoral, offensive, or unlawful use shall be made of the Condominium property nor any part of it, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

2009.03

Solicitation (Inception: September 2009)

No solicitation of any kind shall be permitted in the Association. This is to include in person solicitation and door hangers. No solicitation or advertisements are to be posted on mailboxes. Exceptions may be granted with written request submitted to the Board for approval.

2009.04

External Changes (Inception: March 1993) (Revised: September 2009)

No unit owner may make any permanent, exterior modification/addition, (example: fences, flagpoles, antennas, awnings, storm doors, deck extensions, or other equipment which may in any way interfere with grounds maintenance or building aesthetics) must be approved in writing by the Executive Board. All unit owners and tenants must submit a written construction request of these changes

and/ or additions for review by the Executive Board. The Executive Board reserves the right to reject any such applications in its sole discretion.

2009.05

Approved Alterations Plum Creek Village Condominium Association

(Inception: March 1993) (Revised: September 2009)(Revised: September 2010)(Revised: July 2016)

1. Unit owners may plant flowers or other low shrubbery directly in front of their living room window and between their front sidewalk entering their unit and the sidewalk entering the unit of the neighbor closest to them, as long as it doesn't interfere with building maintenance. Maintenance of these areas and the plantings are the sole responsibility of the unit owner. Plantings which have died must be removed promptly by the unit owner. Unit owners are individually responsible for pruning of the various plantings surrounding their Unit, with the exception of the evergreen shrubs planted originally by the Association in between each unit. All planted materials must be kept within the boundaries of the mulched areas adjacent to the Unit.
2. Unit owners may substitute, at their own expense, decorative gravel for the mulch in the area directly in front of their living room window.
3. Unit owners may install a decorative border around the mulched area directly in front of the Unit's living room window. Such border may not interfere with mowing, and may be composed of decorative fencing, decorative brick, stone or landscaping timbers, but not railroad ties. Borders shall not exceed twelve inches (12") in height. Beds may not extend more than three foot from the building.
4. Unit owners may install a screen/storm door. This door must be green in color, to match the front door. Approved doors shall be "full view" style. No exceptions will be approved.
5. Unit owners may display exterior seasonal or holiday decorations under the following conditions:
 - a. Decorations may not interfere with foot or vehicle traffic.
 - b. Decorations may not require alteration to exterior features (e.g. permanent attachment to eaves, siding, or brick) or common elements. Screws, nails, or any other device that makes a hole is considered permanent.
 - c. Holiday decorations may be put up no more than thirty days prior to the holiday and must be removed within thirty days after the holiday.
 - d. Seasonal decorations must be appropriate to the season in which they are being displayed.
 - e. Any changes that have been made prior to the adoption of these house rules are subject to evaluation and approval by the Executive Board. In the event such changes are unacceptable, the unit owner must make necessary corrections at the unit owner's own expense. Failure to make any mandated changes is subject to action by the Executive Board.
6. A Privacy Fence may be installed if a written request is submitted and approval obtained from the Executive Board prior to installation. The following specifications must be met.
 - a. Fence may be white only
 - b. Fence must be "Veranda, Lancaster Privacy, 6' x 6', Model No. 73082172 (Available at Home Depot)

7. The rear sliding doors may be replaced with a French-type door if written request is submitted to the Executive Board and approved prior to installation. The door frame must be white. The door may have embedded blinds, but is not required to.

2009.006

Use of Common Areas (Inception: March 1993) (Revised: September 2009) (Revised: March 2015)

Use of common areas and limited common areas are at the sole risk of the user. Residents assume responsibility for their children and/or guests. Plum Creek Village Condominium Association assumes no responsibility whatsoever for any loss or injury incurred during the use of the common areas. The Unit Owners may not place nails, screws, staples, or such in the brick to hang, display, or place anything on the exterior walls, doors, windows, decks, patios or common areas of any Unit without the prior written approval of the Executive Board. In addition, no clotheslines, swimming pools, hot tubs, fountains, fish ponds, hammocks, or similar devices may be allowed on the decks, porches, patios or in the common areas.

When using the pavilion and/ or play ground it is the unit owners responsibility to clean up the area of any rubbish, refuse, garbage, or personal items. No items should be left in these areas when not immediate use.

Shovels and ice melt is permitted to be outside from October 1st to April 30th as long it is on the porch, patio, or in the mulch bed.

2009.007

Unit Owner Maintenance Responsibility (Inception: March 1993) (Revised: September 2009) (Revised January 2011)(Revised May 2015)(Revised: July 2016)

1. Each unit owner shall maintain their Unit, decks and patios in good repair, condition, and appearance to preserve the overall attractive nature of the community as a whole including maintaining the original Unit colors, light fixtures, and any other original equipment. No patio or deck shall be altered without the advance written approval of the Executive Board.
2. Residents must maintain the areas in the front and to the rear of their Units in a neat and orderly fashion. The walkways, greens, sidewalks, entrances, passage and courts surrounding the Units shall not be obstructed or used for any other purpose than to ingress and egress from the Units.
3. Debris and litter must be promptly removed, and residents may not leave or store toys, sporting equipment, tools, or other such items in these areas. Motorcycles, scooters, play sets, wagons, and any other such sporting equipment including portable and permanent basketball hoops shall not be parked or stored on porches, decks, or patios but shall be kept inside the individual Units and not on any Common Area. Furthermore, no trash or garbage shall be stored in the front of the buildings except on trash may be set out the day before trash day. All parts of the Condominium shall be kept in a clean and sanitary condition. No rubbish, refuse, garbage, or personal items are allowed to accumulate in the front, rear, or side Unit, nor any fire hazard be allowed to exist.
4. Trash may be stored in the rear of the unit, if kept in a closed trash can to prevent animal access. At no time should trash bags be left on the rear porch, unless stored in a closed trash can, except a Penn Township bag may be outside on the day before trash day and the day of trash day..

5. No food of any kind, whether for human or animal consumption, may be left on any patio, deck or anywhere in the Common or Limited Common elements overnight.
6. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance to the Condominium Association.
7. Screens are not required to be in windows, but if they are, they must be in good condition.
8. Unit owners must remove all weeds from front and back beds.
9. Bicycles may be stored neatly on the rear patios and decks, or in non-grass areas in the rear of the Unit. No bicycles are permitted to be stored in the front or side of the Unit.

2009.008

Pets (Inception: March 1993) (Revised: September 2009)

Unit owners with pets are responsible for that pet's excrement. Any unit owner failing to clean up after their pet shall be subject to censure by the Association. Furthermore, in compliance with local ordinance and state law, pets must be under the direct control (on a leash) of their owners at all times. Under no circumstance should any of the following occur: pets should never roam free at any time, pets should not be left outside unattended at anytime by a runner/ leash/ cage, pets should not be left outside without the pet owner. No animal prohibited by any state law or local ordinance and no non-domestic animal may be raised, bred or kept in any unit or in the common elements. A pet may be maintained in a unit so long as it is not a nuisance, threat or danger to any other person. A nuisance shall include, but not be limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness. All pets must be registered and inoculated as required by law. Pet owners are fully responsible for any and all personal injuries and/ or property damage caused by their pets. In no event shall any dog, cat, or other domestic pet be permitted in any of the common areas, unless carried or on a leash and accompanied by its owner. Pets are not permitted in mulch bed under any condition. Animal droppings on common and limited common elements must be **immediately** removed.

2009.009

Curfew and Noise Abatement (Inception: March 1993) (Revised: September 2009) (Revised: July 2015)

Common areas have a 11:00 p.m. curfew for children under the age of 16, except when accompanied by a parent or legal guardian who is a resident of the community. There is a mandatory "quiet time" between the hours of 11:00 p.m. and 6:00 a.m. which includes all Unit Owners, tenants, and guests. As stated in the By-Laws, residents will refrain from causing disturbances, by noise or other method, to their neighbors. No nuisance shall be allowed upon the Condominium property, nor any use or practice that is a reasonable source of annoyance to the majority of residents or which interferes with the peaceful possession and proper use of the property by its residents. Furthermore, no Unit owner shall play upon or suffer to be played upon any musical instruments, operate or permit to be operated a stereo or television set or other loud speaker, or practice either vocal or instrumental music in such owner's Unit, if the same shall disturb or annoy other occupants of any other Units. No one shall practice or permit either vocal or instrumental music except between the hours of 6:00 a.m. and 11:00 p.m., and

then for not more than two hours per day. The Condominium property may not be used for events such as parties, carnivals, large gatherings of any kind without Board Approval.

2009.010 **Snow Plowing** (Inception: March 1993)

Each unit owner will cooperate with the snow plowing vendors by moving their vehicle(s) to facilitate plowing. Failure to move a vehicle constitutes the unit owners' acceptance of responsibility to clear that parking space of snow.

2009.011 **Barbeque Grills** (Inception: September 2004) (Revised: September 2009)

Barbeque grills, gas or charcoal, fire pits, or chimeras' shall not be permitted less than fifteen (15) feet from any exterior wall of the Unit when in use and during the cooling period. When not in use grills must be covered and stored adjacent to Unit. Any damage that results from the use of a barbeque grill, fire pit, or chimera is the sole responsibility and expense of the Unit Owner.

- i. "To reduce the chance of fire, open-flame cooking devices, including charcoal burners, LP-gas burners, and outdoor wood-burning fireplaces shall not be located or used on or under balconies, decks, or within 25 feet of any building or other combustible structure. Property owners should develop a policy that restricts the use of open-flame cooking devices and outdoor fireplaces to designated area."
- ii. "To provide early detection of carbon monoxide fumes, carbon monoxide alarms, continuously powered by the building's electrical system (i.e. hard-wired) with a battery back-up shall be installed on each level of every living unit. If it is not practical to install hard-wired carbon monoxide alarms, then sealed unit alarms with an extended life lithium power cell shall be installed. All battery powered carbon monoxide detectors should be tested on an annual basis. Alarms are to be installed accordance with National Fire Protection Association (NFPA) 720, Recommended practice for the Installation of Household Carbon Monoxide (CO) Warning Equipment and the manufacturer's instructions."

2009.012 **Speed Limit** (Inception: March 1993) (Revised: September 2009)

The speed limit of Plum Creek Village is 10 miles per hour. Persons driving at excessive speed or in an unsafe manner are subject to warnings and/or fines by the Association. Unit owners who are members of a volunteer fire or rescue association may exceed the speed limit when en route to a call and when displaying the appropriate lights, taking care to exercise due caution with regard to children playing in or near the area.

2009.013 **Satellite Dishes** (Inception: February 2007) (Revised: September 2009)

Satellite Dishes may be installed with the following conditions when submitted for approval of the Board:

1. The dish may not be installed on the roof, outside walls, window sills or in any Common areas.
2. No holes may be drilled into the Unit's structure or any common area structure.
3. The cable must be hidden from view.

4. The dish must be installed within the 3 ft. of the shrub line or 1 ft. from deck/patio. If sufficient satellite signal strength cannot be obtained within those limits, the Executive Board must be contacted for approval, prior to relocating the dish to another location.
5. The dish size should not exceed 21" in diameter.
6. Only one dish is permitted per unit.
7. The Dish must be mounted on a free-standing steel pipe of at least 2" diameter, supported in a hole dug 6" to 8" wide and at least 30" deep. The post hole should be filled with poured concrete to the top to support the post, but the post cannot be supported on the building structure or deck with brackets nor mounted/ supported by cement blocks.
8. Dish height should not exceed the window sill level.
9. The unit owner is responsible for any maintenance to the dish, wiring, and post, for any damage caused by the dish or its' installation, and for the removal of the dish when not in use. It is the responsibility of the Unit Owner to supply the installer with the Plum Creek Rules and Regulations regarding dish installations before starting the work. A certified installer should be used.

2009.014 **Skateboarding** (Inception: January 2008)

Skateboarding is not permitted in the Association.

2009.015 **Roof** (Inception: September 2009)

No one is permitted on the roof of a unit at any time.

2009.016 **Sidewalk Marking Prohibited** (Inception: September 2009)(Revised: July 2016)

No sidewalk paint, etc. shall be used on the main sidewalks.

Under no circumstances should sidewalk chalk be used on another Unit Owner's walk, unless permission has been granted by such Unit Owner.

2009.017 **Sign Restriction** (Inception: September 2009)(Revised: July 2016)

No sign, notice, or advertisement or illumination shall be inscribed or exposed on or at any window except for pet alert fire stickers or other part of the Unit, except as such as shall have been approved in writing by the Executive Board. No signs (commercial or non commercial) are permitted on grass areas, mulched beds, common areas or community mailboxes. In the event a Unit owner desires to offer his Unit for sale or for rent, there shall be permitted only one visible "for sale" or "for rent" sign which may be placed in the mulch bed.

2009.018 **Parking** (Inception: September 2009)

1. All Unit Owners and their guests shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of the Association Documents, whether posted or not, may be towed away at the Unit Owner's sole risk and expense. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Association's property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local

laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof.

2. No vehicle shall be parked in such a manner as to impede or prevent access to any entrance to or exit from any Unit, fire hydrant, mailbox or parking areas by another vehicle. Vehicles and bicycles are prohibited from being parked on the lawns at any time. Parked vehicles shall not impede access by emergency vehicles through any street. All persons shall obey any parking or traffic regulations promulgated in the future for the safety, comfort and convenience of the Unit owners. Vehicles may not park on the street for any reason. Parking so as to block sidewalks shall not be permitted. The Executive Board has the right to tow and store, at the owner's expense, any vehicle that is improperly parked or in violation of the Rules and Regulations of the community.

3. Each Unit is assigned one parking space.

4. No boats, campers, trailers, commercial vehicles or recreational vehicles are permitted on the premises, except in the following two situations: A delivery truck while making a delivery or a commercial vehicle that is doing work at an individual Unit. Unit owners and tenants should not have commercial vehicles or any non-private passenger vehicles parked and/or stored on the Association premises, unless approval has been authorized by the Association. Commercial vehicles are defined as:

1. A motor vehicle with a gross weight (GVW) exceeding 8,500 pounds that is primarily used for business purposes.
2. Vehicles requiring commercial licenses
3. A vehicle with more than 2 axles.
4. Vehicles that do not fit completely in a single parking space.

Residents that have regular use of a work vehicle and would like the board to review for permission to park in the association should submit a written request for review. The board will review these requests and provide a response within 10 business days.

The parking areas may not be used for any purpose other than parking automobiles, non-commercial small passenger vans, and non-commercial pick-up trucks. No buses, trucks (except above), trailers, boats, vans (other than small passenger vans), stretch cars, recreational or commercial vehicles shall be parked in the parking areas unless in areas specifically designated for such parking by the Executive Board, if any. It is expressly prohibited for any trailers, boats and accessory trailers to be stored in the Common Areas of the Condominium. The Executive Board reserves the right to have any of the above towed from the premises at the Unit Owner's expense.

5. All vehicles must have current license plates, current inspection sticker, and be in operating condition. Any vehicle that is in violation will result in a written warning with the expectation of correction within 10 calendar days. If not corrected within 10 calendar days from the date on written notice, the vehicle will be towed from the premises at the Unit Owners' Expense.

6. No vehicles shall be parked on the Condominium property with "For Sale" signs attached.

7. Automobile repair and/or maintenance shall not be permitted in the Common Areas or parking pads. Washing, interior cleaning, and waxing of automobiles shall not constitute maintenance.
8. The use of motorized vehicles shall not be permitted on the Association's property. This is to include, but not limited to ATV's, 4-wheelers, motorized scooters, and/or dirt bikes.
9. Visitors or guests of unit owners must park in designated guest spaces. Unit owners and their visitors/ guests/ tenants should never park in another Unit owner's parking space.
10. No one is permitted to loiter or play in the parking areas.

2009.019

Rentals (Inception: April 2004)

Units may be rented only with written permission of the Executive Board and subject to Amendment 1 of the Declaration of Plum Creek Village Condominium.

2009.020

Rules and Regulation Changes (Inception: March 1993) (Revised: September 2009)

The Executive Board has the authority to amend the Rules and Regulations and/or the Approved Alterations from time to time, without prior notification, and will distribute any such changes within ten (10) business days after their adoption by the Board.