

# AMENDED AND RESTATED RULES AND REGULATIONS OF MELBOURNE PLACE, A TOWNHOME CONDOMINIUM

## GENERAL

1. Melbourne Place 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. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent when a Managing Agent is acting on behalf of the Association.
3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, public areas, drives, recreational areas, grounds, parking areas and any other appurtenances. Failure to do so may result in the following:
  - a. A first offense may result in a written warning notice. Unit owners will have 48 hours to correct the violation and/or contact the Management Company.
  - b. A second offense or failure to comply with corrective action may result in an additional notice and \$25 fine.
  - c. A third offense or failure to comply may result in an additional notice and \$50 fine.
4. Additional repeated offenses or continued non-compliance may result in the Board seeking corrective action on the Unit Owners behalf and a \$100 fine. The cost associated with any corrective action taken by the Board will be the responsibility of the Unit Owner.

## RESTRICTIONS ON USE

5. No part of the Condominium shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Condominium was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to Article VII of the Declaration. Each Unit shall be used as a residence for a single family, its servants, and guests.
6. There shall be no obstruction of the Common Elements. Nothing shall be stored or placed on the Common Elements without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.
7. Nothing shall be done or kept in any of the Units or Common Elements which will increase the rate of the Association's 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 the Association's insurance on the building, 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 Unit, storage area or Common Element. No waste shall be committed on the Common Elements.
8. All garbage, trash and recyclable materials must be disposed of in a proper manner consistent with all applicable regulations of Upper Allen Township and any other Governmental entity with jurisdiction over the Property. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the Week designated for the collection and removal of garbage and trash. Large Trash containers provided by the waste company may be stored on a Unit's Limited Common Element (rear patio) with lids closed. Small recycling bins

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with no lid must be stored within a Unit. Trash and recycling containers may be placed curbside on the day immediately before the designated pickup day and must be removed by the end of the designated pick-up day. The Association reserves the right to designate one garbage and trash removal service for the Property. In that event, each Unit Owner will be billed directly by the garbage and trash removal service.

9. Except in the Limited Common Elements appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements. Only items such as patio furniture and grills may be stored on patios or decks; all other items of personal property, including but not limited to garden hoses, bicycles and toys, must be stored in the storage shed attached to the Unit or in the garage, as applicable.
  - a. Wood, charcoal, and gas-fueled fire pits are not permitted in MP1. However, with the approval of the Board, unit owners may keep a gas-fueled fire table on their patio. Owners must submit an architectural variance request to the Board for approval prior to purchasing a fire table. Owners must also keep a fire extinguisher on the patio while the fire table is in use, and the table must not be left unattended at any time. Flames on the fire table cannot exceed 8" in height. *This is an amendment to the Fire Pit Resolution enacted June 12th, 2019 and included as appendix A to the Rules and Regulations.*
10. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The Cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.
11. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
12. 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 buildings, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.
13. No unlawful, immoral, improper, noxious, or offensive activity shall be carried out 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 Units or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts, or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently always reduced so as not to disturb other Unit Owners.
  - a. Smoking is prohibited within 20ft of a building or shed. Smoking is defined as carrying, burning, or otherwise handling or controlling any lighted or smoldering product containing tobacco or marijuana, including, but not limited to, cigarettes, cigars, or pipes. Waste from smoking products should be properly discarded after use, including emptying ash trays.
14. No "For Sale," "For Rent" or "For Lease" signs, window displays or advertising shall be maintained or permitted on any part of the Condominium or on any Unit, without the prior written consent of the Executive Board, The right is reserved by the Declarant and the Executive Board or any Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the

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owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet.

15. No Unit Owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, siding, or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit without the prior consent of the Executive Board. No clothesline, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements, including Limited Common Elements, except in such areas as may be specifically designated for such use by the Executive Board. Patios, porches, stoops and decks shall not be used unreasonably as storage areas, and furnishings used outdoors shall be those suitable for and typically used for outdoor purposes. No exterior portion of a Unit, and no Common Element, including but not limited to a patio, porch, stoop, or deck shall be altered in any way except with the written permission of the Executive Board, and any alteration shall be done in accordance with the Declaration.
16. Water beds shall be permitted; but any and all water damage to the Common Elements, Limited Common Elements or other Unit Owner's Units, and the expenses incurred to correct the damage shall be paid for by the Unit Owner of the Unit in which the waterbed was located when the water damage occurred.

## PET RULES

17. No animals, except small, orderly domestic animals such as dogs, cats, and birds, shall be kept in any Unit. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog or other animal assistant in his Unit. No pet may be housed or maintained anywhere within the Condominium except within a Unit.
18. 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 crying, barking, scratching or unhygienic offensiveness, aggressiveness, or running loose on the Property. In accordance with Upper Allen Township ordinance, the following rules shall be observed within the community:
  - a. No owner shall suffer or permit his or her animal to run at large in the Township of Upper Allen and upon public streets or highways or upon lands of any person other than the person having control and custody of such animal.
  - b. No owner shall allow or permit his or her animal to make loud, harsh noises to the extent that it shall disturb or interfere with the peace, quiet, rest or sleep of other persons.
  - c. No owner shall allow his or her animal to defile, defile or corrupt any public sidewalk, walkway, or property of any other person. As such, neither dogs nor cats may be allowed to roam free in the Common Areas or Limited Common areas for the purposes of relieving themselves. Pets when outside of a Unit must be always kept on a leash.
19. Animal stakes are allowed so long as they are only right next to the patio or in a mulch bed in the rear of the unit, so as not to interfere with landscaping. Leads attached to the stake should be short enough so that animals cannot impose on their neighbor's patios. Animals may not be

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left unattended while secured to a lead, supervision through a door or window is not sufficient. Leads should be coiled up neatly and not left in the grass when not attached to an animal.

20. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
21. Pets shall not be walked upon the Common Elements, except for such areas as the Executive Board shall designate from time to time for that purpose. No Unit Owner shall be entitled to keep any domestic animal life on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, dog houses, animal enclosures, or animal runs or use any Limited Common Elements or Common Elements, for the purpose of securing a space either temporary or permanent for any domestic animal. Domestic animals must be accompanied by an individual and always maintained on a leash. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited or Common Elements. Unit Owners shall be responsible for cleaning up, removing, and discarding in the proper receptacles all animal excrement produced by their animal immediately when walking the animal.

## STORAGE

22. All personal property placed in any portion of the Property shall be at the sole risk of the Unit Owner, and the Association shall in no event be able for the loss, destruction, theft, or damage to such property.
23. Certain types of Units within the Condominium may be constructed to permit access to attic space. Such attic space shall be a Limited Common Element appurtenant to such Unit and shall be used ONLY for the purposes of storage of light items. Unit Owners shall be strictly prohibited from altering, modifying, renovating, finishing, enlarging, or otherwise changing the attic storage space and/or the access stairs to such space, as first constructed, for any purpose whatsoever. Converting such attic storage space into a bedroom, office, gym room, bathroom, den, game room, or other living space is strictly prohibited. The installation of plumbing, heaters, air conditioners, office equipment, appliances and other similar fixtures and equipment is strictly prohibited. Such attic space shall be used for the storage of light items only, and the storage of heavy items, including but not limited to, gym equipment, shall be prohibited. No Unit Owner shall alter, modify, renovate, or otherwise change any structural or non-structural Common Element part of the building accessible from the attic storage space, nor shall any Common Element space other than that specifically designated in the Plats and Plans as "Limited Common Element Attic Storage Space" be accessed or used by any Unit Owner for any purpose. A Unit Owner whose use of the attic storage space causes damage to the Common Element portions of the building or to any other Unit, whether intentionally, negligently, or by his failure to properly use and/or maintain such space, shall reimburse the Association and such other Unit Owner(s) whose Unit(s) were damaged for all such damages.

## PARKING

24. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks (except small pick-up trucks), trailers, boats, jet skis, recreational, commercial, or oversized vehicles shall be parked anywhere within the Condominium other than wholly within a Unit Owner's garage. The Association shall have the discretion to determine what Constitutes a commercial vehicle and shall notify Unit Owners

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of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates, inspection, and registrations and must be in operating condition. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing because of such leakage.

25. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association and by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
26. Vehicle parking is permitted only in designated parking areas, and parking so as to block sidewalks or driveways or trash receptacles is not permitted. No parking on the private streets is permitted. 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 Condominium, 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 Association against any costs or liability which may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.
  - a. Parking spots designated as GUEST shall be used only for guest parking and are not intended for use as overflow parking for the Unit Owners.
  - b. Unit owners found to be parking in GUEST spaces will be issued notices as defined above under GENERAL. Violations after the third offense will result in the vehicle being towed away at the Unit Owner's sole risk and expense.

## ENTRY INTO UNITS

27. The Executive Board or any Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or Unit in a Building(s) after reasonable notice and at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the control or extermination of any such vermin, insects or other pests. The Association shall have the right to enter a Unit without prior notice to Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjoining Unit or the Common Elements.
28. Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith, The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

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## ASSOCIATION

29. All charges and assessments imposed by the Association are due and payable on the first day of each calendar month, unless otherwise specified. Payment shall be made at the condominium's principal office or other designated address by check or money order, payable to the Association. Cash will not be accepted.
30. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Association, its contractors or any Managing Agent employed by the Association.

## CONSIDERATION IN USE OF UNITS

31. All persons shall be properly attired when appearing in any of the public areas of the Condominium.
32. All radio, television or other telecommunication equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction there over, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television, or other electrical equipment in such Unit.
33. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system, or a burden on the waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.
34. Unit exterior doors and garage doors shall be kept closed and always secured except when in use.
35. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere in the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Condominium, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep, No planting may be commenced by a Unit Owner anywhere within the Condominium without the prior written approval of the Executive Board.
36. No fences, trellises, arbors, alterations, or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board
37. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.
38. Snow removal in the Limited Common Element patios, porches and decks is the responsibility of the Unit Owner.
39. Unit Owners are encouraged to restrict burning candles, especially scented ones, for extended periods of time because some may be responsible for a phenomenon known as "ghosting". The term "ghosting" describes dirty streaks or smudges on interior surfaces, including walls, furniture, window blinds, television or computer screens and carpeting, especially along the walls and in the corners, these streaks, or smudges, which are often mistakenly attributed to the

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air handling system, are the responsibility of the Unit Owners as they affect the interior of the Units.

40. Unit Owners must operate fireplaces always installed within the Units in strict accordance with manufacturer's specifications and instructions. Improper use of the fireplaces may also be a cause of "ghosting".

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## NOTIFICATION OF INTENT TO INSTALL OTARD (OVER-THE-AIR RECEPTION DEVICE) ROUTINE INSTALLATION

*Note: This notification form is to be used when the installation conforms to all the OTARD Rules and Regulations of the Condominium.*

Name of Applicant: \_\_\_\_\_

If Applicant is a tenant, attach copy of lease or rental agreement.

Unit No/Street Address: \_\_\_\_\_

Name of Record Owner (If other than Applicant): \_\_\_\_\_

Applicant's Phone No. \_\_\_\_\_

Briefly describe the nature of the installation, including brand name, type, dimensions, etc.:

\_\_\_\_\_  
\_\_\_\_\_

Briefly describe the location of the installation (Antenna, related equipment, and all wiring), and if outside of the Unit, attach a drawing which depicts its exact location: \_\_\_\_\_

\_\_\_\_\_

Date of Proposed installation: \_\_\_\_\_

Name of Installer (if other than Applicant): \_\_\_\_\_

*Note: if installer is other than an Owner, the Owner should comply with Section II (C)(4) of the OTARD Rules and Regulations.*

Has applicant obtained a copy of current municipal standards for installation of telecommunication devices as may be set forth in its Zoning ordinance, which standards may be enforceable in addition to the Association's Rules and Regulations? \_\_\_\_\_

Will the device be painted or otherwise camouflaged, and if so, what color or how camouflaged?

\_\_\_\_\_

If the device is visible from the street or other units, describe the nature of any proposed screening and indicate when the screening will be completed: \_\_\_\_\_

\_\_\_\_\_

INDEMNIFICATION: Applicant acknowledges receipt of the current OTARD Rules and Regulations and agrees to comply therewith. Applicant further agrees to Indemnify and hold the Association harmless from and against any and all claims, damages and liabilities, including attorney's fees, arising in connection with any personal injury or property damage caused by the installation described herein and/or the use of the device and/or its maintenance and repair for such time as the device is maintained with the Condominium, and/or the enforcement of the OTARD Rules and Regulations and/or this agreement.

With the intent to be legally bound hereby, Applicant has executed this Notification of Intent to Install OTARD and Indemnification as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Applicant's Signature: \_\_\_\_\_



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## APPLICATION TO INSTALL OTARD (OVER THE-AIR RECEPTION DEVICE) NON-ROUTINE INSTALLATION/CLARIFICATION

*Note: This application form is to be used when a proposed installation (including the use of a mast) does not conform to all of the OTARD Rules and Regulations, or when an Owner requires clarification as to whether or not a proposed installation conforms to all of the OTARD Rules and Regulations of the Condominium.*

Name of Applicant: \_\_\_\_\_

If Applicant is a tenant, attach copy of lease or rental agreement.

Unit No/Street Address: \_\_\_\_\_

Name of Record Owner (If other than Applicant): \_\_\_\_\_

Applicant's Phone No. \_\_\_\_\_

Briefly describe the nature of the installation, including brand name, type, dimensions, etc.:

\_\_\_\_\_  
\_\_\_\_\_

Briefly describe the location of the installation and attach a drawing which depicts its exact location: \_\_\_\_\_

If the installation includes the use of a mast that will extend twelve (12) or more feet above the roofline, describe the type of mast to be used and details of how and to what it will be anchored:

\_\_\_\_\_  
\_\_\_\_\_

Also describe why such a mast is required and why alternate locations for the Antenna are inadequate:

\_\_\_\_\_  
\_\_\_\_\_

Date of Proposed installation: \_\_\_\_\_

Name of installer (if other than Applicant): \_\_\_\_\_

*Note: If Installer is other than an Owner, the Owner should comply with Section II (C)(4) of the OTARD Rules and Regulations.*

Will there be any penetration of the exterior of the building or roof (which are Common Elements)? If so, describe the exact location and size of the penetration and steps which will be taken to weatherize the opening and/or prevent infiltration by vermin or pests: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the installation will be on any other portion of the Common Elements such as within a lawn area or landscaped area, describe the details of the installation including the location and height of any mast or other device to which the Antenna will be attached and details of the wiring and/or cabling appurtenant to the Antenna: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If the installation is within any utility easement area, have you received permission from the appropriate utility company for the proposed installation: \_\_\_\_\_

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Has applicant obtained a copy of current municipal standards for installation of telecommunication devices as may be set forth in its zoning ordinance, which standards may be enforceable in addition to the Association's rules and regulations? \_\_\_\_\_

Attach a copy of all permits or other approvals as may be required by any governmental authority in connection with the subject installation. If none are required, state "None." \_\_\_\_\_

Will the device be painted or otherwise camouflaged, and if so, what color or how camouflaged?  
\_\_\_\_\_  
\_\_\_\_\_

If the device would be visible from the street or other units, describe the nature of any proposed screening, and indicate when the screening would be completed:

\_\_\_\_\_  
\_\_\_\_\_

INDEMNIFICATION: Applicant acknowledges receipt of the current OTARD Rules and Regulations and agrees to comply therewith. Applicant further agrees to indemnify and hold the Association harmless from and against any and all claims, damages and liabilities, including attorney's fees, arising in connection with any personal injury or property damage caused by the installation described herein and/or the use of the device and/or its maintenance and repair for such time as the device is maintained with the Condominium, and/or the enforcement of the OTARD Rules and Regulations and/or this agreement.

With the intent to be legally bound hereby, Applicant has executed this Notification of intent to install OTARD and indemnification as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Applicant's signature: \_\_\_\_\_