

**RULES AND REGULATIONS FOR**

**WESTVIEW MANOR CONDO ASSOCIATION**

**REVISED JANUARY 2024**

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## **INTRODUCTION**

The Rules and Regulations of Westview Manor Condominium Association have been developed to provide for the safety of unit owners, residents, and guests.

The Association reserves the right to make such other rules and regulations from time to time as it may deem necessary for the safety, care, and cleanliness of the property, buildings, garages, and for securing the comfort and convenience of all occupants thereof.

## **GENERAL INFORMATION**

1. Concerns and requests regarding the service and/or maintenance of Association property or questions pertaining to Rules and Regulations shall be made to the Management Company as soon as possible when issues become evident.

**York HG Properties, LLC  
40 Gotham Dr. Suite D  
Red Lion, PA 17356**

**Phone: 717-889-0515**

**Email: [associations@yorkhgproperties.com](mailto:associations@yorkhgproperties.com)**

**Board Members should not be individually contacted with questions, concerns, etc.**

2. Applications for Construction/Improvement Request forms will be approved or denied at the sole discretion of the Board of Directors.
3. Garbage and materials to be recycled shall be placed in plastic bags, cans or recycle bins as appropriate and deposited near the end of the driveway for pickup on the designated days. Garbage and recycling should be placed out as near as possible to collection time but in no event more than 24 hours before pickup and taken off condominium property (curbside) as near as possible to collection time but in no event more than 24 hours after pickup. Garbage cans and recycling bins should not be stored outside of your unit, please place inside your garage, If windy, please do not put recyclables out in open containers.
4. **Water Line Issues** -Over the past few years the Association has experienced numerous water line problems. Please be vigilant in checking your water bill for any increase in usage. If no interior problems, i.e. toilets, faucets, etc. are detected, contact York HG Properties as soon as possible after usage increase. The Board will only consider reimbursement for excess water usage from date of contacting York HG Properties.

## **BUILDINGS AND EXTERIOR MAINTENANCE**

1. The following procedures must be followed for property alterations, including but not limited to fence installation, awnings, patios, windows, doors, shrubs, etc.

Owner must obtain an Application for Construction/Improvement request form. These can be obtained from the Management Company or online through the appfolio.

The Board of Directors shall review the application and approve or deny ASAP.

The Management Company will return the forms to the unit owner indicating the Board's decision of approval or denial. In the event of denial, the unit owner will be advised of action required, if any, to obtain Board approval.

2. Permanent occupancy of one (1) bedroom units are limited to two (2) persons, two (2) Bedroom units are limited to four (4) persons.
3. Unit owners shall not cause anything to be hung, displayed, or placed on the exterior walls, doors (wreath or similar decorations may be hung on front doors), or windows of any building, including lamp posts without the express written consent of the Association, which consent may be granted or refused at the sole discretion of the Board. Please keep decorations on porches and stone/mulched areas around your unit, including but not limited to small garden flags, flower pots, solar lights, etc. to a minimum. The Board has total discretion to monitor and request removal of all items deemed inappropriate.
4. No clothesline or similar devices shall be allowed on any patios, porches, or balconies.
5. Children's swing sets and/or playground equipment are not permitted on common grounds, porches, or balconies.
6. Units may be decorated for the Christmas Holiday. Decorations should be limited to two or three small lighted items. No decorations are allowed on lamp posts, or on shrubbery or trees in the common grounds. Solar or battery operated lights are suggested, if using

extension cords please use those designed for outdoor use only. No large blow-up items or noise makers are permitted and nothing should be attached to the facade.

Decorations are only to be displayed after the Thanksgiving Holiday and removed by the end of the first week in January.

7. Satellite dishes are not allowed.
8. Installation of attic fans requires Board approval. Unit owners are responsible for maintenance of attic fans. The Association will not be held responsible for roof leakage due to installation of attic fans.
9. The backing of the exterior side of any blinds, curtains, drapes, or other window treatments shall either be white or brown in color.
10. Maintenance of privacy fences between units are the Association's responsibility. Any fencing attached to privacy fences are the unit owner's responsibility and must be maintained to the Westview Manor Condo Association's standards. Maintenance of front doors, side lights and garage doors are also the unit owner's responsibility. The paint color for fencing, doors, sidelights and garage doors must be purchased from the Sherwin Williams Paint Store at 2195 White Street. Request the color for Westview Manor Condo Association.
11. The Association is not responsible for ground water entering units caused by heavy rains. This type of water issue is considered to be flooding. Also, the Association is not responsible for pumping of water from heat ducts. All hoses and like items must be removed from outside faucets during winter weather (below freezing) to prevent water lines from potentially freezing and bursting. Insulated covers for outside faucets can be purchased at any hardware store.
12. Mulch and stone bed areas are the property of Westview Manor Condo Association and therefore the responsibility of the Association. Unit owners may plant annual and perennial plants in flower pots only, pots to be placed on top of the mulch/stone areas at their respective units. Flowers and flower pots must be removed during winter months.

13. Feeding of deer, feral cats are prohibited on all Westview Manor property. Birdfeeders are limited to Hummingbird Nectar.
14. New planting of bushes, shrubs, and any type of perennials (annual flowers are not to be planted in common areas, these are to be placed in pots only) requires a completed Application for Construction/Improvement request form. If approved, a new planting will become the property of the Association. The Association will be responsible for maintenance of such plantings. Approval will be denied for plantings of any type of grasses on Association property. No new plantings are to be added around lamp posts and utility boxes as these areas are also the property of Westview Manor Condo Association, not the unit owners.
15. Unit owners should respect the rights, comforts and conveniences of fellow owners by limiting excessive noises such as from electronics, musical instruments and singing. Such respect should be afforded between the hours of 10:00 PM through 8:00 AM.
16. No nuisance shall be allowed upon the Condominium property. Also prohibited is any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the Condominium including limited common areas (i.e. patios) shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate on Association property. Any fire hazards, i.e. fire pits, etc. that uses flammable fuels, wood or charcoal is prohibited. Items allowed for grilling purposes only, will be gas, propane, charcoal, or electric devices intended for outdoor use and must be used on the concrete pad, not in grass or landscaped areas. Also prohibited are fireworks of any type (sparklers, smoke bombs, etc.) 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 on Condominium property.
17. No unit owner or any agents, guests, servants, employees, licensees or visitors shall at any time bring into or keep in his unit any flammable, combustible or explosive fluids, materials, chemicals or substances except for normal household use.

18. No one is permitted on the roof of a building at any time other than designated service persons specifically authorized by the Association through the Management Company.
  
19. If any keys are entrusted by a unit owner or by any member of their family, or use by his agent, servant, employee, licensee, or visitor to any employee or contractor of the Association, whether for such unit owner's unit or any automobile, or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and Westview Manor Condo Association shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.



## **GROUND AND COMMON AREAS**

1. The walkways, greens, sidewalks, entrances, passages, and courts surrounding the building shall not be obstructed or used for any other purposes than ingress and egress from the building units.
  
2. No improper, immoral, offensive or unlawful use shall be made of the condominium property or any part of it and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repairs of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
  
3. No occupants of any building shall send any contractor or employee of the Association from the property on any private business or disturb any contractors while working. Any complaints or concerns regarding work done by any Association contractor or employee of the Association in the community should be made to the Management Company.
  
4. Unit owners have the responsibility to give Agents of the Association and any contractor or workman authorized by the Association access to any room or building at any reasonable hour of the day for any purpose of inspecting such unit for the presence of any vermin, insects, or other pests, or other reasonable purpose as provided by Declaration 7.h. "Reasonable purpose" includes the investigation or abatement of violations of these rules and regulations.

**WESTVIEW MANOR CONDOMINIUM ASSOCIATION**  
**MAINTENANCE RESPONSIBILITY REFERENCE SHEET**

	<b>INCLUDING</b>	<b>ASSOC.</b>	<b>OWNER</b>	<b>NOTES</b>
Air Conditioning	Including machinery, equipment, fixtures, appliances and installations serving only that Aunit		<b>X</b>	Part of Unit per Declaration Article II, Section 3.c
Appliances	Also includes ice cube makers		<b>X</b>	Part of Unit per Conco Act 3202 (4)
Attic	Between the ceiling of the second floor and roof	<b>X</b>		Part of Common Elements per Declaration Article II, Section 3.c.
Awnings			<b>X</b>	Limited Common Element per Condo Act 3202 (4)
Balconies			<b>X</b>	Limited Common Element per Condo Act 3202 (4)
Ceiling Coverings	Unfinished inner surface of the ceiling of the second story		<b>X</b>	Part of Unit per Declaration Article II, Section 3.c. and Condo Act 3203 (1)
Chimney	Chute, flue, duct, wire, conduit, Bearing column, chimney cap, or any other fixture lying partially in and partially outside the designated boundaries of an Unit		<b>X</b>	Limited Common Element per Condo Act 3202 (2)
Doors- Exterior	Front doors, back doors, garage door and storm doors and all trim, hardware, doorbells, openers, tracks, springs, sills, etc.		<b>X</b>	Limited Common Element per Condo Act 3202 (4)
Doors- Interior			<b>X</b>	Part of Unit per Declaration Article II, Section 3.c
Electrical	Including Machinery, equipment, fixtures, systems, appliances, and installations serving only that unit. Everything After meter		<b>X</b>	Limited Common Element per Declaration Article II, Section 3.c
	Including Machinery, equipment, Fixtures, systems, appliances, and installations serving more than one unit	<b>X</b>		Common Element per Declaration Article II, Section 3.c
Fencing	Fixture designed to serve a single unit but located outside the unit's boundaries (fence between units is common area)		<b>X</b>	Limited Common Elements per Conco Act 3202 (4)
Fireplace	Fireplace and interior chimney are the responsibility of the unit owner. Fireplaces and chimneys should be maintained in proper working condition. If used, both should be professionally inspected and cleaned on a one to three year basis, depending on amount of use.			

## **PET OWNERSHIP**

1. Pets (defined as dogs, cats, birds and small caged domesticated animals) shall be allowed on the property provided that the same shall not disturb or annoy other occupants of the buildings. Exotic pets such as snakes, lion cubs, large birds, skunks, etc. are not permitted. No more than two domestic pets are allowed per unit. Dogs weighing more than 40 pounds are not allowed. In no event shall any dog, cat or other domestic pet be permitted on any exterior (outside) area of the condominium property unless carried or leashed and personally attended at all times. Tethering of dogs, cats and other domestic pets, attended or unattended, is strictly prohibited. Under no conditions are dogs, cats, or other domestic pets allowed in the mulch beds or landscaped areas. Any animal droppings must be promptly removed at the time of occurrence.
2. Complaints regarding pets should be made to the Management Company.
3. Dangerous dogs: Any unit owner, or guest of an owner, who owns a dog considered to be dangerous under PA laws 727.3 and 3 P.S. 459-502-A and 505-A is responsible for being knowledgeable of and in compliance with all provisions of Pennsylvania Dangerous Dog Laws, including registration, and muzzling of the dog when outside the unit. Failure to comply with the provisions of the PA Dog Law and/or in the event of an attack on persons or other animals within the Westview Manor Condominium Association boundaries shall be cause for notification of appropriate state authorities resulting in possible seizure of the dangerous dog and assigned all applicable fines and penalties. Owner assumes full responsibility for any liability by right of ownership and holds Westview Manor Condominium Association free of any liability. (Inception: 1992) (Revised: 2009) (Revised: September 2011) (Revised September: 2013) (Revised: February 2015)

## **PARKING, TRAFFIC, POWERED AND NON-POWERED VEHICLES**

1. Westview Manor Condo Association parking and/or traffic regulations are for the safety, comfort, and convenience of all unit owners. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any building or parking area by another vehicle. Parking is permitted only in driveways, garages, visitor's areas, or on Catherine Street. Driveway parking should not impede on driveways designated for other units.
2. No vehicle shall exceed the velocity of ten (10) miles per hour and all vehicles shall be operated in a safe manner on Association property.
3. Any vehicle (car, truck or motorcycle) remaining in Westview Manor Condominium Association parking area 30 days after the current inspection sticker or registration has expired will be towed away at the owner's expense. No storage of vehicles in the visitor's areas or driveways is permitted.
4. No motor vehicles may be disassembled, nor major repairs made on Association property. This includes, but is not limited to, engine overhauling, exhaust system repairs, brake lining repairs, and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
5. No boats, campers, trailers, commercial or recreational vehicles are permitted on the premises except as such commercial vehicles may be present in the usual transaction of business.
6. No vehicles including, but not limited to bicycles, scooters, wagons and similar items shall be parked or stored on unenclosed portions, but shall be kept inside the individual units and not on any common areas.
7. Vehicles including bicycles and motorcycles are not permitted on the lawn at any time.

8. All vehicles must be removed from driveways and visitor's parking areas when snow and ice approaches to facilitate plowing these areas. Vehicles are to be parked on the North side of Catherine Street. Vehicles are not to be moved back to driveways or visitor's parking areas until plowing has been completed. If vehicles are not removed fines may be imposed.

## **LEASING AND RESALE OF UNITS**

1. All units must be owner occupied. All units that are rentals or agreements at the time this rule was originally enacted may no longer upon the contract or agreement expiring, use the unit as a non-owner occupied.
  
2. In the event that a unit owner desires to offer his or her unit for sale, there shall be permitted only one (1) visible "For Sale" sign which may be attached inside a window of the unit.

No signs are permitted outside of the unit except in the event of an "Open House".

Two (2) outside signs may be erected on the day before the Open House. They must be removed at the end of the Open House.

3. At the time of the conveyance from a unit owner to another person, and at each subsequent conveyance from a unit owner to another person, the acquiring owner shall pay Capital Reserve Fee to the Association in the amount of \$1,200. The acquiring owner shall pay the inception fee at settlement. (Inception: October 2012)  
(Revised October 2019) (Revised May 2022) (Revised September 2023)

## **VIOLATIONS AND PENALTIES**

The Association may upon notice and opportunity to be heard, levy fines upon unit owner for violations of the Declaration, By-laws, or Rules and Regulations by their guests, servants, licensees, relatives, employees or any other persons whom they invite or otherwise cause to be upon the premises. Penalties for violations by such persons are the responsibility of the unit owner.

### Fine Policy

1st Offense - \$25.00

2nd Offense - \$50.00

3rd Offense - \$75.00