



Brighton Place Condominium Owner's Association

Rules and Regulations

Many of these provisions merely restate rules that are already imposed by *The Act*, *The Declaration*, and *The Bylaws*. Unit owners are referred to Article VI Section 6 of *The Declaration* – “Use Restrictions” and Amendments. These Rules and Regulations do not replace or change provisions in *The Act*, *The Declaration*, or *The Bylaws*. In the event of any conflict between these Rules and Regulations and either *The Act*, *The Declaration* and its amendments, or *The Bylaws*, the provisions of these documents will govern.

Adaptation of New Rules and Regulations

Rules and regulations are adopted by the Executive Board pursuant to the powers conferred on the Executive Board by the Pennsylvania Uniform Condominium Act, 68 Pa. C.S.A. Section 3302(a)(1) and 3303(a); *The Brighton Place Declaration of Condominium and The Brighton Place Condominium Association By-Laws*. The Executive Board may adopt other rules or regulations from time to time as are reasonable and necessary for the safety, general appearance, care and cleanliness of the buildings and property and to assure the comfort and convenience of all residents.

Prior to consideration for adoption by the Board any change(s) or addition(s) to the Rules and Regulations may be reviewed by the Association's Committee on Rules and Regulations. The proposed change(s) or addition(s) to the Rules and Regulations shall be provided by reasonable means to unit owners of the Association at least 20 days prior to the final consideration of the proposed rules or regulations at a regularly scheduled meeting of the Executive Board. Objections to or concerns about the proposed changes or additions by unit owners of the Association shall be considered by the Board prior to the final adoption of the Rules and Regulations.

In the event of an objection, the written petition of at least 13 unit owners (15%) is sufficient to require a vote by the Association at a time and manner selected by the Board on any proposed addition or change. The use of the petition is also valid when a change is proposed by the petitioners themselves. Twenty two unit owners (25%) of the eligible members of the Association must vote with 51% of the total votes required to be valid.

Definitions – For purposes of these Rules and Regulations, the following definitions apply.

Common Elements are all portions of the condominium other than the units and those portions identified as Limited Common Elements (See Sec 5.1, page 8, in *The Declaration* Document for exact wording).

Limited Common Elements are portions of buildings that serve only a particular unit, i.e., front porch, back patio, deck, windows; and areas such as the four foot (4)' planting area along the Brighton end units and the three foot (3') area between the inside units, the planting area directly in front of the unit and concrete walk area to each unit. (See Sec 4.1, page 7, in *The Declaration* Document for exact wording).

Family Members - Include spouses, children, parents, siblings, grandparents, and grandchildren only.

Meeting is a gathering of Board members and/or unit owners. At the Board's discretion, the gathering will take place in person at a designated time and location or by electronic conferencing at a designated time by phone or video conferencing.

Written or in writing is communication in the form of electronic or U.S. Mail.

Property Manager is the contractor selected by The Association to oversee and manage the daily operations of Brighton Place.

Rules and Regulations Table of Contents

1. Alteration to the exterior of the Unit, Limited Common Elements or Common Elements
2. Alterations to the interior of a Unit
3. Laws, statutes, ordinances, and insurance
4. Safety
5. General appearance
6. Trash/garbage and recyclables
7. Vehicles
8. Parking
9. Snow and ice removal
10. Pets
11. Bird feeders
12. Respect for neighbors
13. Garage sales/yard sales
14. Unit "For Sale" signs
15. Disposition of Property – Selling, auctioning, or leasing units
16. Access to units
17. Access to the roof
18. Condominium assessment fees
19. Lost or destroyed documents
20. Repeated violation of these Rules and Regulations
21. Maintenance requests
22. Utilities Issues

The following Rules & Regulations Apply to Unit owners, Residents, Lessees, and Visitors

- 1. Alterations to the exterior of the Unit, Limited Common Elements, or Common Elements**
 - a. Most alterations must have written Executive Board approval.
 - b. Stipulations
 - i. The unit owners shall be responsible for any increase in insurance and maintenance costs caused by their requested and approved alterations.
 - ii. The unit owner shall be responsible for repair of any damage to the unit, Limited Common Elements, Common Elements, and to any other unit that may occur during the alterations.
 - iii. All contracted work shall be performed by a licensed and insured professional contractor.
 - c. Approval process
 - i. Requests for external alterations to a unit, Limited Common Elements, or Common Elements shall be submitted to the Property Manager using the Architectural Variance Form (AVR). The request must include a drawing of the proposed alteration and other essential details such as purpose, dimensions, color, type of materials, and name of the contractor.
 - ii. After reviewing the proposed alterations, the Property Manager will submit the request to the Executive Board.
 - iii. The Executive Board will review the request and make a decision.
 - d. No porch, deck, patio, or structure shall be built, enlarged, decorated, painted, or altered without prior written approval of the Executive Board.
 - e. Installation or replacement of storm doors is permitted with the following stipulations and when the "Approval Process" has been completed:
 - i. The storm door must have a white frame.
 - ii. The front storm door must be full view with or without a self-storing screen.
 - iii. The back storm door may have a partial panel.
 - f. Replacement of the windows of a unit is permitted with the following stipulations and after the "Approval Process" is completed.
 - i. The replacements shall be the same color, style, and size of the current windows.
 - g. Replacement of the garage door of a unit is permitted with the following stipulations and after the "Approval Process" has been completed.
 - i. The replacement door shall be white and the same style as the current garage door.
 - h. Replacement of the outdoor light fixtures attached to the building is permitted without prior written approval but with the following stipulation.
 - i. The replacement light shall be the Board light (Contact the Property Manager)
 - i. Replacement of the exterior door hardware is permitted without prior written approval but with the following stipulations:
 - i. The replacement is the same style as the original hardware.
 - ii. The replacement shall have brass or nickel finish.
 - j. Repainting the exterior door(s) and shutters is permitted with written permission from The Property Manager.
 - k. The physical responsibility for the maintenance, repair and replacement of most Limited Common Elements is on the Association, however the Executive Board has the right to

request a unit owner make repairs to the exterior of a unit or Limited Common Elements at their expense or the Association will make the repairs and bill the cost back to the unit owner.

- I. Items such as signs, flags, decorative plaques, statuary, house numbers, awnings, trellises, canopies, shutters, privacy fences, radio or TV antennas shall not be hung, displayed, attached, or mounted to the exterior of the building, windows, doors, porches, decks, patios, Limited Common Elements, or Common Elements without prior written approval from the Executive Board.
 - i. Flags
 1. Display the American flag
 1. A diagram with the proposed method of installation shall be submitted and approved prior to the installation of the flag holder.
 2. Proper American Flag etiquette shall be followed.
 3. Freestanding flagpoles are not permitted.
 2. Decorative flags may be displayed only in the flower beds of the Limited Common Elements.
 - ii. Satellite dishes are **not** permitted in Brighton Place.
- m. Plantings and landscaping
 - i. Association/Unit Owner landscaping responsibilities are defined as follows.
 1. Association – the Common Elements, the original Limited Common Elements bedding of each unit, and along the side of the building.
 2. Unit owner responsibility
 - a. The rear yard area directly behind the unit and along the side of the patio for the end units.
 - b. Any annuals, perennials and/or additional plantings put in by the unit owner or a previous owner.
 - ii. Original Limited Common Elements plantings are not to be altered or removed without prior written approval.
 - iii. Unit owners/residents desiring to plant additional shrubs, trees, or perennials, either within or outside, the original Limited Common Elements bedding areas, or create additional planting or landscaping outside the original Limited Common Elements bedding shall obtain written approval prior to making any changes.
 - iv. Unit owner(s) and subsequent unit owners are responsible for maintaining all approved additional plantings or landscaping.
 - v. Annual flower plantings within the Limited Common Elements bedding areas and patios are permitted without prior written approval and shall be maintained by the unit owner.
 - vi. It is the unit owner's responsibility to notify the Property Manager of any original Limited Common Elements plantings that are diseased or dying, so, that the plants may be considered for replacement by The Association.

2. Alterations to the Interior of the Unit

- a. Stipulations
 - i. The unit owners shall be responsible for any increase in insurance and maintenance costs caused by alterations.
 - ii. The unit owner shall be responsible for repair of any damage to the Unit, Limited Common Elements, Common Elements, and to any other unit that may occur during the alterations.
 - iii. All contracted work shall be performed by a licensed and insured professional contractor.
- b. Please refer to The Declaration Section VI, 6.1 g, h, I, and j.
- c. Nothing shall be done or shall be permitted to be done to a building or unit which would:
 - i. Jeopardize the structural soundness or safety of the building or impair any electrical or mechanical system therein.
 - ii. Adversely affect either the fire retardant or sound absorbent quality of the building.
 - iii. Violate any applicable law, ordinance or governmental rule regulation or order.
 - iv. Cause a fire or safety hazard.

3. Laws, Statutes, Ordinances, and Insurance

- a. No unlawful use shall be made of the unit or condominium property. All valid laws, zoning ordinances and regulations of all government bodies having jurisdiction shall be observed.
- b. No unit owners shall permit anything to be done or kept in his or her unit, Limited Common Elements or Common Elements which will violate a law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by The Association.
- c. Nothing shall be modified or stored in any unit, Limited Common Elements, or Common Elements which will increase the insurance premiums on the condominium without the prior written consent of The Executive Board. Consent may be conditioned upon the unit owner being required to bear the full amount of the increase.
- d. The Association shall maintain comprehensive liability insurance and also hazard insurance for all portions of the premises outside of the Units and any Common Elements located within any Unit. See the *Declaration Article IX* for insurance requirement details.
- e. Unit owners and mortgage companies will receive a Certificate of Insurance from the Association's insurance company naming the unit owner as the additional insured.
- f. Unit owners are responsible for carrying insurance for all portions of the unit. See the Declaration Article III Section 3.2 for the definition of the Unit.
- g. It is suggested that unit owners obtain additional insurance which includes personal liability and coverage for personal contents.
- h. Any unit owner making a claim and receiving payment from the Association insurance will pay the deductible. If more than one unit owner is making a claim for a particular incident the cost will be shared by the unit owners involved.
- i. Unit owners will be informed of the deductible amount on an annual basis in the documents received prior to the annual meeting or if the deductible amount changes.

4. Safety

- a. No fire hazard shall be allowed to exist within the Unit, Limited Common Elements, or Common Elements.
- b. Gas or charcoal grills
 - i. When in use, the grill must be at least three feet (3') from the building.
 - ii. The unit owner will bear the cost of repair of any damage occurring from the use of a grill.
- c. Installation or use of unvented petroleum product fueled heaters not permanently installed or kerosene heaters is prohibited.

5. General Appearance

- a. No unit owner shall place or store anything on a porch, patio, deck, or Limited Common Elements, other than patio furniture or plants. However, landscaping lights may be installed provided they are placed in the flower beds of the Limited Common Elements where they will not interfere with mowing and the color emitted from the lights is white or amber.
- b. The premises shall be maintained in a clean and sanitary condition and no unit owner may accumulate garbage, trash, or recyclables anywhere in or around the Unit, Limited Common Elements, or Common Elements.
- c. "For Sale", "For Rent", or "For Lease" signs are not permitted in any window or part of the unit.
- d. Contractor and political signs are not permitted anywhere in the Unit, Limited Common Elements, or Common Elements.
- e. Seasonal decorations are permitted, without approval, but may not be permanently affixed to the unit or placed in Common Elements.
- f. Window air conditioners, exhaust fans, or any other item which protrudes through any window serving the unit are not permitted without prior written approval of the Executive Board.
- g. Exterior clothes lines or similar devices are not permitted.
- h. New installation of Comcast or Verizon boxes; the box shall be placed inside the garage and not attached to the outside of the building.
- i. Interior window treatments coverings must be window treatments, such as curtains, blinds, shutters. The portion of the treatment facing outside must be white, off white, beige, light gray, or light tan.
- j. Window treatments are not permitted on the exterior of the building.

6. Trash/Garbage and Recyclables

- a. Trash/garbage and recyclables containers shall be placed at the "curb"/roadway no sooner than the day before schedule pick-up and preferably not until the evening before pick-up.
- b. Empty trash/garbage and recyclable containers shall be removed from the "curb"/roadway as soon as possible after the collection and no later than dusk on the day of pick-up.
- c. No trash/garbage, recyclables, or any containers may be visible from the exterior of the unit, except when placed at the "curb"/roadway for collection.

- d. Cigarette butts:
 - i. Shall be disposed of in an appropriate fire proof container.
 - ii. Shall not be thrown on the Limited Common Elements or Common Elements.

7. Vehicles

- a. No recreational vehicles, campers, boats, trailers, wagons, scooters, motor cycles or similar vehicles shall be stored on any part of the Common Elements.
- b. No vehicle shall be parked in Brighton Place or Common without a current state registration sticker and a current inspection sticker properly affixed to the vehicle. Any vehicle remaining on other than a driveway 15 days after the expiration of the current registration or inspection sticker will be towed away at the owner's expense.
- c. If leakage of gas, oil, fluid, or antifreeze occurs, the responsible unit owner shall immediately clean the area affected and shall be liable to the Association for any expenses incurred cleaning or repairing such leakage.

8. Parking – Unit owners, residents, and guests shall:

- a. Not park overnight on the through street, Brighton Place.
- b. Not park their vehicles in such a manner as to impede or prevent ready access to any garage, driveway, parking area or the fire hydrant.
- c. Not park their vehicles on the turns of the roadway in such a manner as to impede ease of travel by emergency vehicles such as fire trucks.
- d. Not drive or park on the grass.
- e. Not park any vehicle larger than a ½ ton pickup truck overnight anywhere on the property. This includes trailers, boats, jet skis, recreational, commercial or oversized vehicle. Exceptions may be permitted with Executive Board approval.
- f. Not change the parking configuration of a unit by adding a parking pad.
- g. Obey any posted parking or traffic regulations. The speed limit is 15 mph.
- h. Instruct large numbers of guests to park in the cobblestone circle or in the common/overflow spaces located in the following areas; 576 and 570 (3), 554 and 550 (2), 548 and 544 (2), 536 and 530 (2), and 524 and 518 (2).
- i. Instruct agents, visitors, and service personnel to adhere to the above parking rules.

9. Snow and Ice Removal

- a. The Association contracts to have snow removed when there are three inches (3") or more.
 - i. The decision on snow removal is made in consultation with the snow removal contractor and is based on the amount of snow, type of snow, the forecast for precipitation, and anticipated temperatures.
 - ii. Unit owners are encouraged to help the contractor by moving their vehicle(s) from the drive as snow removal proceeds.
- b. Unit owners must also share in the responsibility for keeping the area around the unit safe and use concrete friendly products when needed.
 - i. No salt may be used on porches or sidewalks which could result in damage to these areas. Only Ice Melt or a similar non salt substance can be used to remove snow and ice.
 - ii. Damage to paving or to asphalt resulting from unit owner salt will be repaired at the unit owner's expense.

- c. It is the unit owner's responsibility to keep the area around their unit's heat pump clear of snow and ice.

10. Pets

- a. Permissible species: dog, cat, small bird, and fish. No exotic or wild animals are allowed.
- b. Pet limits: One (1) dog or two (2) cats or two (2) small birds or an unlimited number of fish.
 - 1. Dogs weight limit – forty (40) pounds;
 - 2. Dogs height limit at the shoulder – fifteen (15) inches.
- c. Pet owners are required to meet the regulations of the township and county regarding pets.
- d. No pet shall be kept, bred, or used for any commercial purposes.
- e. No pet shall be allowed to roam free.
- f. When outside pets shall:
 - i. Not be left unattended.
 - ii. Be on a leash, tethered, crated, or caged at all times
- g. No pet stake, chain, or leash shall be left in the grass, on the driveway, or sidewalk
- h. "Invisible Fences", pet runs, dog houses, or pet enclosures are not permitted.
- i. Pet owners are responsible to immediately clean-up, remove and discard, in the trash, any pet excrement.
- j. Pet owners are fully responsible for any personal injury and/or damage caused by their pet.
- k. No pet shall be allowed to become a nuisance or create an unreasonable disturbance. Actions which constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking scratching, unhygienic offensiveness, aggressiveness, or running loose on the property.
- l. Nothing contained herein shall prohibit a disabled owner or occupant from keeping a Service or Companion dog or animal assistant. Documentation of necessity and certification of training of the animal is required prior to the animal residing in the unit and annually submitted with the Unit Owner Contact Sheet.
- m. Enforcement
 - i. The pet owner will receive written notice of a violation
 - ii. Upon any additional violation, the Executive Board has the authority to:
 - 1. Require permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the community and its residents. If so determined, the pet owner will have three (3) days to remove the pet.
 - 2. Assess and collect fines for violations of the rules and to assess and collect amounts necessary to repair or replace damaged areas or objects.

11. Bird Feeders

- a. Are permitted with the following stipulations:
 - i. The unit owner is responsible to maintain a clean area to preclude animal or insect infestation.
 - ii. If a problem with animal or insect infestation occurs due to the bird feeder(s), the problem shall be eliminated at the unit owner's expense.

12. Respect for Neighbors

- a. Unit owners, residents, and their guests shall not make or permit any noise which may disturb their neighbors. This includes, but is not limited to, playing musical instruments, electronic devices, and pet noises.
- b. Unit owners shall not permit anything to be done which interferes with the rights, comforts, or conveniences of other unit owners/residents.
- c. Unit owners, residents, and their guests shall not create a hostile situation. This includes but is not limited to:
 - i. Uninvited or unwelcomed verbal or physical contact.
 - ii. Behavior that bothers, threatens, alarms, intimidates or places people in fear of their safety.
 - iii. Behavior that degrades or offends an individual or group of individuals.

13. Garage Sales/Yard Sales

- a. Garage Sales/Yard Sales are not permitted in Brighton Place.

14. Unit "For Sale" Signs

- a. Only standard real estate signs (no 4x4 posts) are permitted. A unit "For Sale" sign including stand shall not exceed thirty-two inches (32") by twenty-four (24") wide.
- b. A unit for sale may display only one "For Sale" sign, except that units which have front and rear street exposure may display two (2) "For Sale" signs. Units which meet this definition are numbers 533 and 579 and units in building numbers 1, 16, 17, 18, and 19.
- c. A unit which does not front on Brighton Place may display an additional directional sign (arrow type). Units which meet this definition are 518, 524, 530, 536, 548, 550, 554, 570, and 576.
- d. An "Open House" sign may be displayed on the day of the open house.
- e. All signs shall be removed no later than two days following "settlement" date.

15. Disposition of Property – Selling, Auctioning, or Leasing units

- a. Units may be used for residential purposes only. The unit owners or family members must be present and reside in the unit. The operation of a business is prohibited.
- b. Sale of Unit
 - i. Unit owners shall notify the Property Manager in writing when his or her unit is being sold, giving the names of the new owners and the anticipated date of occupancy.
 - ii. The unit owner is required to provide the realtor or auctioneer with the Condominium Documents. (*The Declaration* and its *amendments*, the *By-Laws*, and the up-to-date *Handbook*).
 - iii. The Property Manager must be contacted for preparation and receipt of the Resale Certificate.
 - iv. A buyer shall pay a Capital Reserve Fund improvement fee equal to six (6) monthly assessments. This is a one-time nonrefundable fee payable at the time of settlement. This fee is waived if the buyer is a family member.

- c. Lease of unit
 - i. The number of rental units is limited to two (2) in accordance with the Declaration and its amendments. **Unit owners must obtain approval from the Board prior to offering a unit for lease.**
 - ii. No unit may be leased/rented for an initial term of less than one hundred eighty (180) days.
 - iii. A copy of the lease shall be furnished to the Property Manager within ten (10) days after execution thereof.
 - iv. The lessee is bound by the Declaration, By-Laws, and Rules and regulations of the Brighton Place Condominium Association.
 - v. Family members are not considered lessees for these purposes.
 - vi. Subleasing is not permitted.

16. Access to Units

- a. Unit owners/residents shall allow access to members of the Executive Board, agents of the Association and any contractor or workman authorized by the Executive Board or the Property Manager after reasonable notice and at a reasonable hour of the day for the purpose of inspecting such unit for the presence of any vermin, insects, or other pests; to get estimates and to do work authorized by the Association; or any reasonable purpose.
- b. In the case of emergencies, the Association shall have the right to enter a unit without prior notice to unit owner(s) to alleviate damage to the unit, and adjoin unit, Limited Common Elements or Common Elements.

17. Access to the Roof

- a. Except in the case of emergencies, no one except Association retained contractors shall be permitted on the roof of any building without written permission of the Executive Board.

18. Condominium Assessment Fees

- a. Assessments are payable in advance and shall be due on the first day of each month.
- b. The following steps will be taken if an account is in arrears:
 - i. After the tenth (10th) of the month a late fee of five percent (5%) of the assessment will be added to the unit owner's account.
 - ii. After thirty-one (31) days of delinquency, a warning letter will be sent to the delinquent unit owner stating the amount owed and the penalty for non-payment.
 - iii. If payment has not been received within two (2) weeks of the first delinquent notice, a second notice will be sent by certified mail again stating the amount owed and the penalty for non-payment. The cost of the certified postage will be posted to the unit owner's account.
 - iv. If the delinquent account has not been brought current by ninety-one (91) days after the assessment was due, the filing process will begin in order to collect the amount owed on the account.

- v. Once a judgment has been made the amount owed on the account is to be paid immediately. Failure to comply will result in further legal action.

19. Lost or Destroyed Documents

- a. A \$100 replacement fee will be charged to the unit owner for printing of lost or destroyed "Condominium Documents" including; the *Declaration*, the *Fourth Amendment and Restated Public Offering Statement for Brighton Place, a Condominium*, the *By-Laws* and an up-to-date *Handbook*. These documents must be given to a potential buyer at the time of an offer.

20. Violation of these Rules and Regulations

- a. Unit owners and residents in violation of these Rules and Regulations will receive a warning letter allowing 10 days to correct the violation. If corrective action is not taken, the violator will receive a letter assessing a \$25 fine with 10 days to correct the violation. If corrective action is not taken, the violator will receive a letter assessing a \$50 fine with 10 days to correct the violation. If corrective action is not taken, the violator will receive a letter assessing a \$100 fine **per day** until corrective action is taken. Administrative costs will be added to the fines.
- b. When fines are imposed a letter shall be sent to the unit owner via certified mail, return receipt requested.
- c. Legal fees incurred by the Association as a result of violations to these Rules and Regulations shall be assessed to the violator.
- d. Unit owner(s) shall have the opportunity to be heard at a meeting of the Executive Board.
- e. Liens may be filed against individual unit owners if fines are not paid.

21. Maintenance Requests

- a. Requests for maintenance shall be directed to the Property Manager. When you have a maintenance request, please contact York H-G Properties directly using one of the following three methods.
 - i. Click on the link <https://yorkhgproperties.com/hoa/brighton-place/> or enter that address into your browser. After logging on to the portal, click "Request Maintenance" on the right side of the page and then enter your request.
 - ii. Email York H-G Properties at associations@yorkhgproperties.com
 - iii. Phone York H-G Properties at 1 (717) 501-4435.
- b. The Property Manager should be called for emergency maintenance requests.
- c. The Board will determine if the Association or the unit owner will be billed for the maintenance work done.

22. Utilities Issues

In the event of a utilities problem, such as an electrical outage or water problem, DO NOT CONTACT YORK H-G PROPERTIES! The property manager has no responsibility in this area. Each homeowner has an account for these services. If you experience problems with electricity and water, use the following 24/7 emergency numbers:

PPL 1 (800) 342-5775 or 1(800) dialppl.

Veolia Water 1 (888) 299-8972.

The sewer is operated by Upper Allen Township and the phone number for the Sewer Department is 1 (717) 766-0756.

Currently our trash, garbage, and recyclables are collected by Republic Services. They can be reached at 1 (800) 210-9675 or 1 (717) 845-1557.