

Carriage Crossings Condominium Association Rules and Regulations

I. Introduction

Carriage Crossings is a condominium development.

A. Adoption

These Rules and Regulations supersede and replace any existing Rules and Regulations adopted by the Executive Board and/or enforced prior to the date of adoption of these Rules and Regulations, all of which have been revoked. These Rules and Regulations are subject to change at any time by the Executive Board.

B. Definitions

Capitalized terms used herein, which are not specifically defined herein, shall have the same meanings as set forth in the other Condominium Documents.

1. "Applicable Laws" means any and all applicable Federal, State and Local laws, ordinances, codes, and regulators.
2. "Condominium Manager" means any managing agent retained by the Board to oversee the daily operation of the Association in accordance with the Condominium Documents.
3. "Resident" means any Unit Owner or Occupant, and their families, agents, employees, guests, and invitees.

C. Applicability

The Rules and Regulations shall apply to all Members of the Association (the Unit Owners in Carriage Crossings), to all Residents, to mortgagees and to all persons who use any portion of the property within Carriage Crossings, except that anything herein to the contrary notwithstanding, these Rules and Regulations shall not apply to Declarant or to Declarant's contractors, agents or employees, or to Units owned by Declarant unless and until the Unit is occupied as a single-family residence, or to the initial construction of any Units on the Property or to the placement of any signs on the Property by the Declarant or the Executive Board.

D. Interpretation/Severability

The Board's interpretation of these Rules and Regulations shall be final. The Table of Contents and headings used throughout these Rules and Regulations are intended solely for the convenience of the readers. No specific provision contained herein shall be deemed to limit any general provision. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity or the unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, all of which shall continue in effect as if such invalid provision(s) had not been included. Whenever Board approval or consent is required hereunder such approval or consent may be granted or denied in the sole discretion of the Board.

E. Condominium Manager

The Condominium Manager shall serve under the direction of the Executive Board.

F. Documents

Governing documents are available on the homeowner's portal. Homeowners may request copies of any Association documents and the Association shall have the right to charge a nominal fee to provide a physical copy. Electronic documents will be provided free of charge.

II. Use and Property Restrictions

A. General Restrictions

- 1) At all times, the use of the Units and Common Elements must comply with the Condominium Documents and with all Applicable Laws. All Residents of the Condominium and all persons who use any portion of the property within the Condominium shall act in accordance with and shall comply with all Applicable Laws and with the Condominium Documents. Each Unit Owner and Occupant shall be responsible for ensuring that the usage and occupancy of his or her Unit and that his or her use of the Property complies with all Applicable Laws and with the Condominium Documents, and shall not permit his or her Unit to be used or occupied for any prohibited purpose.
- 2) No Resident or any user of the Property may carry on any practice or activity, or permit any practice or activity (including but not limited to the creation of unreasonable noise, vibration or odor) to be carried on, which unreasonably disturbs or unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owners and/or Occupants of any other Unit, or which creates or results in a hazard or nuisance on the Property.
- 3) Nothing shall be done or permitted to be done in the Condominium, which would jeopardize the safety of any person.
- 4) No external aerials, external antennae and/or satellite dishes are permitted on any Unit or Building exterior or on any portion of the Common Elements under any circumstance unless approved in advance by the Executive Board and unless such aerial, antennae or satellite dish complies with all Applicable Laws and the Condominium Documents, including but not limited to all Specifications with respect to location, size, color, screening, appearance, manner of installation and removal or otherwise. Satellite dishes which are greater than one meter in diameter and multi-point distribution service antennae which are greater than one meter in diameter- or diagonal measurement are prohibited. Residents must submit an architectural approval request to install a satellite dish.
- 5) No signs, notices, advertisements or other written materials or any illuminations whatsoever shall be attached to the exterior of a Building or placed on the Common Facilities (except by the Association) for any reason other than those approved by the Board. Without any additional Board approval, one tasteful, temporary, un-illuminated real estate sign of not more than six (6) square feet in size shall be permitted and must be placed directly in front of the Unit. Signs are not permitted to be displayed from windows or exterior building surfaces. Real estate signs must be removed upon the sale of the Unit.
- 6) No combustible, flammable or explosive materials or substances shall be brought into or stored within a Unit, including the garage with exception of 1 spare gallon of gas for a grill, snow blower, etc. No underground tanks shall be permitted anywhere within the Condominium. No kerosene or similar heaters, or propane gas shall be used anywhere in the

Condominium, except with respect to outdoor grills, which grills shall not be stored within or used within a Unit or operated anywhere in the Condominium without proper supervision. Grills stored in the garage may not be hooked up to propane.

- 7) No outdoor clothes lines shall be permitted anywhere in the Condominium.
- 8) No person shall be permitted to replace or attach any exterior doors, including but not limited to storm doors, or any screen or any windows, unless the style thereof is approved by the Board.
- 9) Installation of window air conditioners or exhaust fans or any other item, which protrudes through any window of the Unit, is not permitted.
- 10) No storage or any other use of the attic area of units shall be permitted except routine maintenance.
- 11) Curtains, draperies, blinds, and window treatments visible from the street shall be white or off-white or lined white or off-white.
- 12) Each Unit must maintain operating smoke detectors.
- 13) Treadmills and similar exercise equipment shall not be permitted to be used in any portion of a Unit which is above any other Unit or in any manner which unreasonably disturbs any other Owner or Occupant.
- 14) No items shall be stored or erected outside of a Unit or Building or on any decks, patios, porches, balconies, or exterior entranceways, landings, steps or stoops, except that seasonal furniture and grills may be kept on decks, patios, porches or balconies in season. All outside areas of a Building including but not limited to decks, patios, porches, and balconies, shall be kept free of all trash and debris.
- 15) No planters, flowers pots or other articles of any kind shall be placed on the railings of decks, porches, patios, balconies or exterior entrance ways, landings, steps or stoops, but may be placed securely on the floor of decks, porches, patios, balconies, exterior entranceways or landings.
- 16) No article of any kind shall be erected on, projected from or dried, aired, draped or hung from windows, decks, patios, porches, balconies, exterior stairways, fences, railings, light fixtures, doors or any exterior portion of a Building. The only exceptions to this rule will be for:
 - a) the American flag and decorative flags, the number, size and location of which must be approved by the Executive Board;
 - b) approved light fixtures;
 - c) securely anchored planters or flower pots;
 - d) door wreaths; and
 - e) holiday decorations.
- 17) No shades, awnings, canopies, or similar articles may be attached to a Building exterior unless approved by the Board, the granting of which approval is within the Board's discretion.
- 18) The Association shall have the right to require that an Owner perform maintenance or repairs to his or her Unit which are necessary in the opinion of the Board for safety reasons and/or to maintain property values and/or for the uniformity and architectural integrity of the Buildings in the Condominium.
- 19) No Resident may obstruct the Common Facilities in any way.

- 20) Nothing may be stored or permanently placed in or on the Common Facilities and no activities shall take place in or on the Common Facilities without the prior written consent of the Board, which consent may be withheld in the sole discretion of the Board.
- 21) No Resident shall cause any damage to the Common Elements. Any damages caused to any portion of the Property shall be repaired at the expense of the person causing such damage or by the Owner whose family member, pet, agent, employee, guest, or invitee caused the same.
- 22) Swimming pools of any type (above or below ground), lawn ornaments and swings or swing sets are prohibited. No furniture or any other item shall be placed on the Common Facilities without the consent of the Executive Board.
- 23) Outside bird feeders, birdbaths and wind chimes are not permitted within the Condominium. No birdseed or other food of any kind shall be left outdoors.
- 24) Owners and Occupants are permitted to decorate their Unit exteriors for the holidays, subject to time period restrictions established by the Executive Board. No lighting may be attached to any outside light fixture located within the Common Facilities.
- 25) Littering is prohibited.
- 26) Bicycles, similar vehicles, toys and other personal articles shall not be left unattended outside and must be kept inside when not in use.

B. Grounds and Landscaping

1. No Owner or Occupant may plant, remove, destroy, damage, cut down, trim, relocate, uproot or alter any plants, greenery, trees, shrubs, bushes or other landscaping of any kind located on the Common Facilities, except that Unit Owners shall be permitted to plant seasonal plants and to weed in existing beds within an area extending a distance of up to five feet from the front, exterior wall of the Unit, subject to the following:
 - a) Vegetable gardens are prohibited.
 - b) Any items planted or placed in the Common
 - c) Facilities shall be the property of the Association regardless of who paid for the item.
2. Each Owner shall be responsible for watering any landscaping, grass, and plantings adjacent to their Unit.

C. Trash and Recycling

1. Garbage, trash, and other refuse shall be placed outside for collection at the time and location designated by the Association. All garbage, trash and other items placed outside for collection shall be placed in either garbage cans with secured lids or in securely tied or sealed trash bags, except that bulk items and items for recycling shall be placed outside for collection in receptacles designated by and in accordance with the instructions of the Association and the trash or recycling contractor.
2. Garbage cans and recycling bins must be kept inside each Unit when not placed outside for collection. Neither garbage cans nor recycling bins may be stored on decks, patios, porches, or balconies. Garbage cans and recycling bins must be taken inside as soon as possible after pick up but not later than midnight on the day of collection. Garbage cans and recycling bins or other items for trash collection may not be placed outside for pick-up earlier than seven o'clock the evening prior to pick-up. Each Owner or Occupant is responsible to see that, if their trash becomes loose, it is cleaned up immediately.

3. All owners and Occupants shall comply with the recycling laws, rule, regulations and directions of Pennsylvania, local ordinances, the recycling and trash contractors, and the Association.
4. Burning of leaves, trash, garbage, and refuse shall be prohibited.
5. No area of the Property may be used as a dumping ground.

D. Pets

1. No more than three (3) pets may be kept in any Unit. Pets shall include only those animals commonly recognized as pets. Any final determination of what animal constitutes is at the discretion of the Board of Directors.
2. All animals (including but not limited to cats or dogs) must always be leashed and under the control of the animal owner while outside. No animals shall be left unattended or permitted to run at large in the Condominium.
3. No animals shall be permitted to be tied to trees, shrubs, lampposts, buildings, or other outside areas.
4. All pets' solid waste must be removed immediately from all areas of the Condominium and properly disposed of in a sanitary manner by the individual in control of the pet.
5. Excessive noise, whether on Common Areas or from within the dwelling, shall not be permitted.
6. The owners of the pets shall be financially responsible for any injuries or damages, including lawn and landscaping damage, caused by their pets.
7. Residents shall not feed, place, or leave any food or attractants accessible to wild animals, including but not limited to raccoons, deer, squirrels, and stray cats. Placing food, food scraps, pet food, or any attractants directly on the ground, in open containers, or in any manner accessible to wild animals and stray cats is prohibited. Bird feeders are permitted, provided they are maintained responsibly to minimize spillage and are not attached to deck railings or trees or placed in the common area.

E. Parking and Operation of Motor Vehicles

1. Residents shall only be permitted to park their motor vehicle(s) in designated parking areas. Parking shall only be permitted in marked or striped parking spaces, in garages, or on driveways. Residents must first use the Resident's own garage and driveway for parking before parking elsewhere on the Property.
2. Parking shall not be done in such a manner as to block other motor vehicles.
3. No person shall be permitted to park on a regular basis in any parking area in the Condominium other than on a driveway.
4. No more than two (2) vehicles per Unit may be parked on the Property on a regular basis without the express written approval of the Board, which approval may be granted or withheld in the Board's sole discretion. Residents are required to register their vehicles with the Association and update their registration within 30 days of acquiring/removing/replacing a vehicle.
5. No mini-bikes, all-terrain vehicles, Snowmobiles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks or commercial vehicles (whether or not registered as a commercial vehicle with the State Department of Transportation) shall be permitted to be parked on the Property, except on a day-to-day temporary basis in

connection with deliveries, repairs, maintenance or construction work, and except within Unit garages. Motorcycles should be parked in the driveway, garage, or a parking space with another vehicle.

6. No Unit Owner or Occupant shall operate or leave any non-operating vehicle, any vehicle not currently registered and licensed, or any vehicle not having a valid and unexpired state motor vehicle inspection sticker on or about the property. No major servicing or repair of any motor vehicle of any type may be done anywhere on the Property (including, without Limitation, in the street or in a driveway), except in a fully enclosed garage.
7. No major repairs shall be done to motor vehicles in the Condominium except in garages with the doors closed.
8. If asked to do so by the snow removal contractor, each Resident shall move his or her vehicle so that the roads, driveways and parking areas within the Condominium can be properly plowed. The Association shall not be responsible for removal of snow in areas obstructed by vehicles at the time of the snow removal.
9. The Board shall be permitted to erect "No Parking" and other traffic Signs throughout the Condominium. However, parking shall not be permitted anywhere other than in lined or striped parking spaces, whether a "No Parking" or similar sign or marking has been put in place in any other area of the Property.
10. Vehicles of any kind, including but not limited to bicycles and automobiles, may only be operated on the roads within the Condominium or on driveways and in garages. No bicycles or other vehicles of any kind shall be operated or left on sidewalks, service walks, grass, or landscaped areas. The roads and parking areas in the Condominium are private. However, the Executive Board has determined that the traffic law of the Commonwealth of Pennsylvania shall be applicable to the operator, of vehicles and bicycles and are hereby incorporated herein by reference, except insofar as they are inconsistent with the following or any other provision of the Condominium Documents:
 - a) The motor vehicle speed limit on the Condominium roads shall be fifteen (15) miles per hour.
 - b) The operation of motor vehicles in the Condominium without a current and valid registration, license and inspection sticker is strictly prohibited.

F. Maintenance, Repair and Alterations, and Architectural Review

1. Subject to the Association's responsibility to maintain portions of the Units as set forth in the Declaration, each Unit Owner shall be responsible, at his or her expense, for keeping and maintaining his or her Unit in a state of good order, repair, preservation, safety, cleanliness and appearance, in a safe, clean and sanitary manner and condition, and in accordance with the Condominium Documents and all Applicable Laws.
2. All Alterations must be architecturally, structurally, and aesthetically compatible with (or structurally superior to) the remaining Units and Buildings in the Condominium and must comply with all applicable specifications and with all other applicable provisions of the Condominium Documents, including but not limited to the following:
 - a) No exterior material or color may be changed without the approval of the Executive Board
 - b) storm and screen doors must be full view and must match the color of the doorframe.

- c) Only those areas that are painted may be re-painted, and only those areas that are stained may be re-stained.
3. No Alteration shall be accomplished by any person or entity without the express written consent of the Board. Requests to perform an Alteration shall be made, in writing, to the architectural review committee of the Association, if any (or otherwise to the Executive Board), via the Condominium Manager, and must be signed by the Owner(s) of the applicable Unit. Such requests shall include colors, plans, drawings, and specifications that describe the work to be done, together with any other items reasonably requested by the Board or the architectural review committee, if any, which shall make a recommendation to the Board regarding the request. There are no "blankets" or "grandfathered" items in this regard. The fact that a specific alteration has already been made to one or more Units does not automatically exempt any other Owner desiring to make the same or a similar alteration from the provisions of this rule or obligate the Board to approve the alteration. Each instance of any given alteration requires separate approval. Approval of any alteration by the Board shall not be deemed to constitute any opinion, warranty or representation by the Board, the Association, or the architectural review committee that the Alteration complies with Applicable Laws.
 4. All Alterations and maintenance done to the exterior of a Unit shall comply with all Applicable Laws and with the Condominium Documents, including but not limited to all applicable Specifications prepared and/or approved by the Board. The Board shall have the authority to prepare and/or approve any such Specifications and to direct that any committee of the Association prepare such Specifications.
 5. The Owner of any Unit to which any Alterations are made without Board approval or to which work is done which does not comply with approved Specifications may be fined or otherwise sanctioned by the Board, and the Board may require restoration of the Unit to the original condition and/or to a condition which does comply with the Specifications, at the Owner's expense.
 6. Periodically, the Executive Board may decide to undertake Condominium-wide projects regarding the safety, architectural integrity, or appearance of the buildings or grounds. The Board shall have the authority to undertake such projects and to require that maintenance, repairs, replacements, or other improvements be made to the Buildings at the Owner's expense, unless otherwise provided in the Declaration. By way of example but not limitation, the Board may establish a schedule for the replacement of roofs of the Condominium Units. Such projects shall be planned and executed by the Board in accordance with the Condominium Documents. Such projects, when approved by the Board, become mandatory for all affected Owners. The Board shall have the option of amortizing the costs relating to such projects over a period of time or of charging individual Owners at the time the work is undertaken.

G. Sale of Units

1. Each Owner shall notify the Condominium Manager upon entering into an agreement to sell their Unit and shall inform the Condominium Manager of the settlement date and provide the Association with a copy of the Agreement of Sale.

2. The Association may charge and Owner or buyer a reasonable fee for preparing any resale certificates required by law and/or for providing a copy of the current condominium documents.
3. At settlement, the buyer shall be responsible to pay a prorated monthly homeowner's fee for the month in which settlement takes place, together with the fee for the next month and the initiation fee, if any.
4. At settlement, or within ten (10) days thereafter, every new Owner shall sign and return to the Association:
 - a. an acknowledgment of receipt of the Condominium Documents and Section 5407 Resale Certificate or similar certificate and
 - b. a certificate evidencing that the new Owner has the insurance coverage required by the Declaration; and
 - c. proof of the names and ages of all Occupants of the Unit.

H. Leasing of Units

An entire unit may be leased as a single-family residence for residential purposes only and is subject to the following restrictions.

1. A rental cap of 50% of the community or 35 units has been established by the 12th amendment to the Declaration. No units may be leased without approval of the Executive Board and if the community is above the cap.
2. No less than the entire unit may be leased.
3. Tenants must maintain contents insurance for their personal property and must provide proof thereof to the Condominium Manager prior to occupancy.
4. Any fines incurred by an Occupant are payable by the Owner and the Occupant.
5. Any complaints brought by or concerning a tenant will be handled through either the Owner or the tenant of the Unit.
6. A tenant may, at his or her option, pay the Association any delinquent monies, fines or assessments due from the Owner in order to maintain a current status on the Unit's account.
7. A tenant shall not have the privilege of voting in the Association or of being an officer or director. All voting privileges are reserved for the Owner.
8. The tenant and lease must be approved in advance in writing by the Board of Directors and shall include language requested by the Board of Directors to protect the Association.

I. Contractors

1. No construction work on Units or near Units shall be performed by any Owner, Occupant or their contractors, employees or agents between 8:00 p.m. and 7:00 a.m. daily.
2. All contractors shall comply with the Condominium Documents, including but not limited to all applicable current specifications.

III. Enforcement / Complaint Procedures

A. General Rules

1. If any Resident or any user of any property in the Condominium violates any Rule or Regulation of the Association or any rule, regulation, restriction or covenant applicable to

- the Property (including but not limited to any provisions of the Condominium Documents), then the Association shall have the right to enforce such rule, regulation, restriction or covenant against the Owner and/or Occupant and/or user.
2. Such right of enforcement shall include but not be limited to the right to impose or levy fines, to suspend voting rights, to obtain injunctive relief and to exercise all rights or remedies against the Owner and/or Occupant and/or user available at law or in equity, whether or not such rights or remedies are described herein. After notice and a hearing, the Board may suspend the voting rights of an Owner for any period during which an assessment against the owners Unit remains unpaid, and for a period not exceeding sixty (60) days per violation for any other violation of these Rules and Regulations.
 3. A Unit Owner or Occupant shall be given notice and an opportunity to be heard:
 - a) After receiving a violation notice or fine
 - b) Before the unit owner's right to vote is suspended
 4. The Association shall have the right to fine an Owner or Occupant for any violation based upon factors determined by the Board. All fines levied or assessed by the Board shall be deemed Assessments against the Unit and Owner.
 5. Any remedies herein shall not constitute the exclusive remedies available to the Association. Additionally, the Association shall have the right to enforce all provisions of the Condominium Documents, whether or not a specific remedy for violation is prescribed herein.

B. Late Charges for Untimely Payment of Assessments

Each monthly installment of the General Assessment shall be due and payable on or before the first day of the month. Upon the failure of an Owner to pay any Assessment within ten days of its due date, the association shall have the right to assess a \$10.00 late charge for each thirty-day period the Assessment is overdue, in addition to all other rights and remedies available to the Association.

C. Violation of Maintenance and Alteration Rules

1. If an Owner or Occupant shall fail to maintain the Unit in accordance with the Condominium Documents or to obtain the approval of the Board when required to do so hereunder to follow the Condominium Documents in so doing, then the Association shall have the right to take the following action (in addition to levying fines and exercising any other rights available to remedies available to the Association):
 - a. Send written notice to the owner that compliance must be affected within 10 days
 - b. After an initial warning notice, fines will be instituted in the amount of \$25 for 2nd notice, \$50 for 3rd, and \$100 for additional and ongoing notices.
 - c. If the Unit is not brought into compliance within the prescribed time period, then the Association shall be permitted to arrange for the necessary maintenance, work and/or repair at the Owner's expense. Any expense incurred by the Association in bringing a Unit into compliance shall be deemed an Assessment against the Unit and Owner
 - d. The Association shall send written notice to the Owner and Occupant of the schedule of work to be done and the time for commencement of same as well as the estimated cost to the Owner.

2. Anything herein to the contrary notwithstanding, no notice or opportunity to cure need be provided in an emergency.

D. Violation of Motor Vehicle Rules

The Association, its directors, officers, agents and/or employees, shall be permitted to tow vehicles at the owner's expense that are in violation of the Condominium Documents, and shall not be liable in any manner whatsoever for damages arising because of any such towing. Each day a vehicle is illegally parked shall constitute a separate offense. Each time any vehicle of a Resident is parked in violation of the motor vehicle parking rules shall constitute a separate offense. The Association will attempt to contact residents before a vehicle is towed.

IV. Amendments

The Board may amend these Rules and Regulations from time to time.