

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

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.

- "Unit Owner" refers to the person who owns a unit, along with their family, tenants, guests, and anyone visiting them.
- "The Association" includes the Board and any management company working on their behalf.

The Unit Owners shall comply with all the Regulations set forth in this document. Failure to do so may result in the following:

- A first offense may result in a written courtesy notice.
- A second offense may result in a warning notice. Unit owners will have 7 days to correct the violation and/or contact the Management Company.
- A third offense or failure to comply with corrective action may result in an additional notice and \$25 fine.
- A fourth offense or failure to comply may result in an additional notice and \$50 fine.
- Additional repeated offenses or continued non-compliance may result in the Board seeking corrective action on the Unit Owner's behalf and a \$100 fine. The cost associated with any corrective action taken by the Board will be the responsibility of the Unit Owner.

## ASSOCIATION

- 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.
- Complaints regarding the management of the Condominium or regarding the 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.

## GENERAL

1. Each Unit shall be used as a residence for a single family, its servants, and guests. No business activity (not to include working remotely from home) shall be conducted in the unit or Condominium.
2. All persons shall be properly attired when appearing in any of the public areas of the Condominium.
3. 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 outlined in this document or the Declaration or Bylaws.
4. 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 without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in their 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.

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5. No gasoline or other explosive or flammable material may be kept in any Unit, storage area or Common Element except for gas grills or fire tables. No waste or trash should be left in the Common Elements. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.
6. No unlawful activity shall be carried out in any Unit or on the Common Elements, nor shall anything be done 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.
7. 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. Quiet hours should be observed between 10pm and 7am.
8. 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. Nothing shall be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.
9. 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.
10. Unit exterior doors and garage doors shall be kept closed and always secured except when in use.

## TRASH

11. 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. All garbage, trash and other items placed outside for collection shall be placed in garbage cans with secured lids. No loose trash bags may be put out for pick-up.
12. No garbage or trash or containers should be visible from the front of the Units except on that day of the Week designated for trash and recycling collection. Large Trash containers provided by the waste company may be stored on a Unit's rear patio with lids closed. Small recycling bins with no lid must be stored within a Unit. Trash and recycling containers may be placed curbside in front of their unit on the day immediately before the designated pickup day and must be removed by the end of the designated pick-up day.

## UNIT MAINTENANCE AND STORAGE

13. Each Unit Owner shall keep their Unit in a good state of preservation, repair and cleanliness.
14. 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.
15. No bicycles, toys, benches, chairs or other articles of personal property may be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements.
16. 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.

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No exterior portion of a Unit, and no Common Element, including but not limited to a patio, porch, stoop, deck, or privacy fence 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.

17. Only items such as patio furniture, outdoor patio rugs, and grills may be stored neatly on patios or decks. Weather appropriate items such as bicycles, kid pools, and water/sand tables may be kept neatly on the patio during the summer months. All other items of personal property, such as gardening tools and toys, must be stored in the storage shed attached to the Unit or in the garage, as applicable. Garden hoses may be stored on patios if they are neatly wound on a hose reel or enclosed hose box. Deck lights may be hung as long as they are not permanently attached to the exterior of the unit or privacy fence.
18. Nothing shall be hung, displayed, or exposed on the exterior of a Unit or in the Common Elements, whether through or upon windows, doors, siding, or masonry. This includes laundry, clothing, clothes line, clothes rack, rugs, signs, awnings, canopies, shutters, or any other items. Under no circumstances shall any air conditioning units, television or radio antennas, or other items be installed by the Unit Owner beyond the boundaries of their Unit without the prior consent of the Executive Board.
19. Wood and charcoal firepits are not permitted. 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.*
20. Weather appropriate items such as shovels and ice melt may be kept neatly on the patio or by the front door during the winter months and put away no later than March 1st.
21. Empty planters and pots may be stored on back patios during the winter months if they are neatly arranged, and dead plants have been removed.
22. Unit owners may replace traditional doorbells and garage-mounted spotlights with video-enabled alternatives, such as Ring or similar devices, under the following conditions:
  - a. The replacement device must be installed in the same general location as the original fixture and may not require any significant modification to the exterior of the Unit. Devices must be installed or securely mounted to ensure a neat appearance and to avoid damage to siding, trim, brick, or other exterior surfaces. All wiring must be concealed to the extent possible.
  - b. The size and color of the replacement fixture should be reasonably consistent with the original or compatible with the Unit's exterior.
  - c. Devices may not be installed in a way that intrudes on the privacy of neighboring Units, limited common elements, or common areas.
  - d. Owners are responsible for maintaining their devices in good working condition and ensuring they do not emit excessive noise or light that would constitute a nuisance.
  - e. No additional approval is required for direct replacements that meet the above conditions. Any installation that deviates from the original location, size, or appearance must be submitted to the Executive Board for review and approval.
23. Unit owners may display exterior seasonal or holiday decorations under the following conditions:

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- f. Decorations may only be placed in mulched garden beds. Decorations may not be placed directly on bushes or lawns/grass areas, except during the winter season, once landscaping and gutter cleaning services are typically completed.
- g. Decorations may not obstruct foot or vehicle traffic, nor may they be installed in a way that interferes with landscaping services.
- h. Decorations may not require alteration to exterior features (e.g. permanent attachment to eaves, siding, or brick) or common elements. Screws, nails, or any other device that makes a hole is considered permanent.
- i. Holiday decorations may be put up no more than thirty days prior to the holiday and must be removed within thirty days after the holiday.
- j. Seasonal decorations must be appropriate to the season in which they are being displayed and be maintained in good condition.

## PET RULES

- 24. No animals, except small, orderly domestic animals such as dogs, cats, and birds, shall be kept in any Unit. Nothing in these rules shall prohibit a Unit Owner or occupant with a disability from keeping a service animal or other assistance animal (including a seeing-eye dog or emotional support/support animal) in their Unit, as a reasonable accommodation under the Fair Housing Act. No pet may be housed or maintained anywhere within the Condominium except within a Unit.
- 25. A pet may be maintained in a Unit so long as it is not a nuisance. Actions which 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:
  - k. No owner shall suffer or permit their 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.
  - l. No owner shall allow or permit their 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.
  - m. No owner shall allow their 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.
- 26. 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 or nearby sidewalks and should not exceed a maximum length of 15ft. Animals may not be 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.
- 27. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- 28. No Unit Owner shall be entitled to keep any domestic animal life outside of their 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.

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29. 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.
30. To maintain a safe and healthy environment for all residents, it is strictly prohibited to feed, leave food out for, or otherwise encourage the presence of feral or stray animals (including cats, dogs, and wildlife) on condominium property. This does not apply to birds or bird feeders as long as the bird seed does not cause weed growth, and/or feeders are not placed in a common area and are well maintained.

## PARKING

31. 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.
32. 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 a 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.
33. 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.
34. Vehicle parking is permitted only in designated parking areas, and parking to block sidewalks or driveways or trash receptacles is not permitted. No parking on the private streets is permitted.
35. 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. Guest parking is intended for short-term visitors only. Long-term or recurring guest use, such as live-in guests, extended stays, or frequent overnight parking, is not permitted. Unit Owners are responsible for ensuring their guests comply with all parking regulations.
36. 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.

## LANDSCAPING AND GROUNDS MAINTENANCE

37. No planting may be commenced by a Unit Owner anywhere within the Condominium without the prior written approval of the Executive Board.
38. The planting of plants, flowers, trees, shrubbery and crops shall be 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.
39. When a unit owner, with permission from the Executive Board, converts a section of the Limited Common Element adjoining their unit or patio to a garden or extends the patio, that garden or extension becomes the responsibility of the owner to maintain and keep it weed free. Consistent failure to do so may result in the board requiring that area be converted back to

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grass at the owner's expense. The only gardens that are the Association's responsibility to maintain are those in the front of the buildings.

40. 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
41. Snow removal in the Limited Common Element patios, porches and decks is the responsibility of the Unit Owner. Note: The Association provides snow removal for sidewalks, empty driveways and parking spaces, and private roads only after three (3) inches of accumulation. The Association's vendor will not clear around vehicles. Owners should plan accordingly for smaller snow events or icy conditions.

## SALES AND LEASING

42. "For Sale," "For Rent," and "For Lease" signs may be displayed in the front garden bed of a Unit, but not in the grass, so as not to interfere with landscaping. No other 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. In all cases, signs may not exceed one foot by two feet in size.
43. All Unit Owners must comply with the Association's Rental Restriction Policy. No Unit may be leased, rented, or occupied by non-owners as tenants unless provided with written approval from the Association. Unit Owners are responsible for ensuring that their tenants comply with the Association's governing documents, including all Rules and Regulations.

## ATTICS

44. 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 their 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.

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## ENTRY INTO UNITS

45. 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.