

Parkside Townhouses Condominium

Rules and Regulations

Introduction

The Declaration of Parkside Townhouses Condominium ("Parkside") defines the operation of the Association and the rules of membership. The Bylaws govern the Executive Board ("Board"). The Rules and Regulations do not replace the Declaration or the Bylaws. All documents are in force and every Owner in Parkside is a member of the Association and is bound by the provisions of these documents upon the purchase of the Unit. In the case of a conflict between the wording of the Rules and Regulations and the other documents, the Declaration will prevail first, then the Bylaws.

The Rules and Regulations are created in order to maintain the appearance of the community, protect the architectural integrity and harmony of the community, promote the safety and welfare of residents, and maintain an acceptable quality of life. The other documents specify the responsibilities of members and the permitted and prohibited uses in Parkside.

In establishing and maintaining the Rules and Regulations, the Board will make every effort to ensure that they do not affect Unit Owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

Exceptions to these rules may be granted only in writing from the Board. The Board has full authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

In accordance with the powers set forth in the Declaration, the Board hereby adopts the following Rules and Regulations. The following Rules and Regulations supersede and replace all Rules and Regulations previously adopted and **apply to each Unit Owner ("Owner"), their residents, family members, tenants, occupants, agents, visitors, employees, licensees and guests. Whenever in these Rules there is reference to "Owner," such reference also refers to the residents, family members, tenants, occupants. etc. of each Unit.** The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the Board when necessary in the best interest of the Unit Owners and the community and will provide a copy of the amendments to all unit owners.

USE

Each condominium within Parkside is to be used as a single-family residence only. A single family is defined as any number of persons related by blood, adoption, or marriage living with not more than one person who is not so related as a single household unit, or no more than two persons who are not so related living together as a single household unit. For example, three unrelated college students living in one Unit is not permitted. Home offices are permitted but are restricted from public access. Commercial, daycare, religious, altruistic and education trade or business being conducted from the Unit is not permitted.

EMERGENCIES

Emergencies include a water pipe or leak originating from outside the Unit and flowing into the Unit, no electricity in the entire Building (unless there is an area power outage due to an electrical Storm), and no water throughout the entire condominium property. Contact the Manager's emergency service.

GENERAL RULES

1. No owner will permit anything to be done or kept in any Unit or on any Common Element that may, in the opinion of the Board, increase the rate of insurance or result in cancelation of any insurance on that portion of the property or on the Common Elements without prior written approval from the Board.
2. No unlawful, immoral, improper, noxious, or offensive activity shall be carried out in any Unit or on the Common Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Units or occupants. Owners will not make use of the Common Areas which defaces, injures, scars them, increases the maintenance thereof, or embarrasses, disturbs, or annoys any owner or occupant. Yard sales or similar activities are permitted within Township ordinances and Owner is responsible for the clean-up or disposal of unsold items.
3. Solicitation is not permitted.
4. Each Owner is obligated to maintain and keep in good order, repair, and clean his own Unit, and will not sweep or throw any dirt or other substance from doors or windows. Owner is further responsible for routine sweeping and cleaning of Limited Common Elements including maintaining the light fixtures attached to the Unit in proper working and clean condition. Window screens are required to be kept in all windows and replaced if torn. (revised 3/20/2025)
5. The use or storage of combustible oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb, or property are not permitted. This does not include substances used for normal household maintenance purposes.
6. Charcoal grills and LP grills pose a hazard to possible ignition sources including smoking materials, air conditioners, compressors, pilot lights, and cars. Charcoal grills are not permitted. LP grills are permitted but must be used in the lawn area to the rear of the home and in order to avoid melted siding, left to cool before being stored on the patio. Those using any grills shall be liable for any damage to the Common or Limited Common Elements.
7. Guns or illegal fireworks cannot be discharged.
8. All radio, television, or other electrical equipment of any kind or nature installed or used in or for each Unit will fully comply with all rules, regulations, requirements or recommendations of any bodies governing such rules and the public authorities having jurisdiction and the Owner alone will be liable for any damage or injury caused by radio, television or other electrical equipment in or serving each Unit. Such equipment shall not be placed in front of another Unit.
9. No Owner, resident, contractor, or visitor shall at any time go onto the roof or enter the attic of any Building without prior written Board consent. The only exception to this is to complete an inspection required by an Agreement of Sale for Residential Real Estate.

10. Each Owner is responsible for shutting off and draining water from the outside faucet; otherwise, the pipe may freeze and burst. If the pipe freezes and bursts, Owner is responsible for the repairs.
11. No clothing, linens, or other articles can be hung, dried, aired or otherwise left or placed or hung from any window, patio, or any other area visible from the exterior. Installation of a clothesline is strictly prohibited.
12. The lawns and walkways are not to be used for storage or parking or to be obstructed in any way. No bicycles, toys, or other personal property can obstruct entrance ways, walkways, or parking areas. No household articles such as mops, brooms, snow shovels, or containers are to be on the front porch longer than is necessary to perform the needed work. All personal items must be inside the Unit or on the patio after dusk and when lawns are being mowed.
13. Lawn furniture (including chairs and lounges), bicycles, children's wheeled vehicles, and toys must be maintained and located in such fashion as to meet safety and aesthetic standards on the patio or inside the Unit when not in use. No lawn furniture may be left outside in front of the Unit when not in use. For safety purposes, there must be an easy way to exit the Unit without tripping or having the path blocked.
14. The use of skateboards and basketball hoops is prohibited.
15. Play is permitted in the wide-open grassy areas of the community provided that play is not of a nature that is potentially destructive of property. Such play or use should not violate the provisions of these Rules and Regulations. For safety purposes, no playing is permitted in the parking lot. Bicycle riding is permitted only on the sidewalks as long as accompanied by an adult. For safety purposes, children under 12 years should be supervised by an adult who is at least 18 years old at all times while outside the Unit.
16. For safety purposes, the curfew for a minor up to 17 years old to be in any Common Area is between the hours of 9:00 pm and 6:00 am. Exceptions are: any minor accompanied by a parent, guardian, or an adult aged 18 or older responsible for the care and custody of the minor; any minor engaged in lawful, gainful employment during curfew hours, provided said minor carries identification and evidence to this effect; any minor involved in an emergency; any minor attending an activity sponsored by a school, religious, or civic organization or agency, or by another similar organization or entity which activity is supervised by adults, and/or the minor is going to or returning from such an activity without detour or stop; and any minor in interstate travel beginning or ending at the property. ·

NOISE

Quiet time for Parkside is from 9:00 pm to 8:00 am. No Owner will make or permit any unreasonable noise either willfully or negligently that will disturb or annoy other residents or permit anything to be done which will interfere with the rights, comfort, and convenience of other residents. At no time are musical instruments, radios, stereos, or televisions to be so loud as to create a nuisance. This also includes revving of engines and loud car stereos while in the parking lot.

ACCESS

The Board, its workmen, contractors, or agents shall have the right to access any Unit at any reasonable hour of the day for the purposes of making inspections, repairs, replacement or improvement or to remedy any condition which would result in damage to other portions of the Building or for any purpose permitted under the terms of the Declaration or the Bylaws. Except in case of emergency, entry will be made by prearrangement with the Owner. In the event Parkside finds that there are vermin, insects or other pests, it may take such measure as it deems necessary to control or exterminate and charge all costs to Owner.

INSURANCE

Each Owner is responsible, at the Owner's sole expense for properly insuring any portion of the Owner's Unit not covered by the Parkside policy including all personal items, betterments and improvements, and liability exposure. (revised 9/18/20)

PARKING AREAS

1. The community speed limit is 5 mph. To help keep everyone safe, residents and their guests will always operate vehicles in a slow and safe manner.
2. Parking in a manner that blocks other parking spaces, other vehicles, or in the entrance to the parking lot is not permitted.
3. Repairing or servicing of vehicles within Parkside is prohibited. Minor vehicle maintenance work to resident's personal vehicle like refilling washer fluid, changing a battery, and washing/polishing is permitted as long as the area is cleaned after completion of repairs/maintenance.
4. With the exception of pick-up trucks and passenger vans without commercial lettering or signs affixed and properly parked in the parking lot, no trucks or similar heavy-duty vehicles, snowmobiles, boats, recreational vehicle, utility trailers, boat trailers, camping trailers will be allowed in Parkside unless previously approved by the Board. Failure to park as specified by the Board will result in the vehicle or trailer being towed with all costs and expenses charged to the Owner. For any vehicle or trailer parked in any area of Parkside, the vehicle and property therein is at the sole risk of such vehicle owner, and not the responsibility of Parkside.
5. A commercial vehicle that is temporarily on-site to provide services to Owner's Unit is not in violation of the Rules and Regulations.
6. Parking on lawn areas or sidewalks is not permitted, including if moving into or out of the Unit
7. Only licensed, currently registered and inspected vehicles are permitted in the community.
8. Only one vehicle per licensed driver residing in each Unit is permitted to be parked at Parkside with a maximum of two vehicles per Unit Exceptions may be allowed at the Board's discretion.
9. Any damage to parking lots due to negligence, such as oil spillage or objects marring the surface of the macadam will be repaired by Parkside and billed to the Owner.
10. Due to the limited number of parking spaces available, each Unit has one assigned parking space. The remaining unmarked parking spaces in front of the units are for resident's use only.

All visitors must park in the center island visitor parking area. No vehicles will be left in a visitor space for longer than seven days without written permission of the Board.

11. If parking permits are used, such permit must always be properly displayed .
12. Vehicles without license plates, current registration and inspection stickers, inoperable or not in compliance with the Rules are prohibited and will be removed at the vehicle owner's expense by Parkside.

PETS

Call the Police for Animal Control Code Enforcement (717) 757-3525 when violations occur.

1. Except with written permission of the Board, no Owner may keep more than two (2) domestic animals within the Unit. Domestic animals refer exclusively to a dog, cat, and birds. The only other exception is fish in an aquarium. (revised 9/18/20)
2. Pets weighing more than 50 pounds at full adult size are not permitted within the community. Pets residing in the community as of 5/1/2025 that exceed the weight limit are grandfathered and may remain, provided they are registered with the Association within 30 days. Grandfathered pets may not be replaced with another pet exceeding the weight limit. This policy does not apply to service or assistance animals protected under applicable laws. (revised 3/20/2025)
3. All pets must be registered with the Association. Registration shall include the pet's breed, weight, and veterinary contact information. Inclusion of a small, colored picture of the pet would be helpful. (revised 3/20/2025)
4. The pet may not be maintained or kept for breeding purposes.
5. All pets must be vaccinated and licensed where law or regulations requires.
6. All pets must be kept on a leash designed for the weight of the pet and under control of their owner whenever they are outside the Unit and shall not be allowed to run free or unleashed at any time.
7. At no time can a pet be tied up or penned outside the Unit.
8. The pet owner will immediately clean up after pets and properly dispose of all feces as required by local ordinance. Pets shall not be curbed on shrubbery, small trees, or flowers or landscaping beds.
9. Dog runs, fencing, and electric fencing are not permitted.
10. Owners with pets are responsible for all damages caused by their pets to Common Elements and to the property of others, including by not limited to patios, downspouts, and landscaping.
11. If any pet creates offensive noise, is allowed outdoors without being on a leash, or in any way creates a disturbance, the Board may require that the pet be removed from the community, and the owner of the pet will immediately comply with such request. Each Owner shall hold the Board and each of the other Owners and their respective agents and employees harmless against the loss, liability, damage, or expense from any actions of his or her pet within Parkside.

TRASH

1. Owner will not maintain refuse or refuse containers outside the Unit including in the porch or patio.
2. All rubbish, trash, and garbage must be bagged and tied securely before depositing inside the dumpster. The dumpster lids/doors are always to remain closed.
3. No trash from outside Parkside is permitted to be brought into the community to be dumped, this includes Owner's personal trash from a previous residence or storage unit.
4. Owners are required to recycle according to current regulations and service availability, including breaking down cardboard boxes, which can be placed in or next to the recycling bins.
5. No items, including bulk items such as mattresses, furniture, or appliances, construction materials, computers, electronic equipment, can be left at, in front of, or near the dumpsters. Each Owner is responsible for scheduling and paying for the pick-up and disposal of these items.
 - a. A \$500 immediate fine will be charged for violation of dumping rules stated above. No warnings will be issued.

APPROVED WORK HOURS

Service personnel are not permitted in Parkside on Sundays, New Year's Day, Independence Day, Thanksgiving, Christmas, or before 8a.m. on Saturdays and must exit the community no later than 6 pm. There are exceptions for emergency services, Owners performing work in their units must also abide by these approved work hours except in emergency situations.

LANDSCAPING

1. Owners may plant annual and perennial flowers in the landscaping beds immediately adjacent to Owner's Unit and the Owner is responsible for maintaining those flowers and the flower bed. Maintained means planting flowers, dead heading flowers, and removing weeds. The height of the flowers are not to exceed 2 feet.
2. Owners are not permitted to mulch or place any other type of mulch or rock type materials in the landscape beds. No bushes or shrubs over 3 feet will be permitted. (revised 9/18/20)
3. Small seasonal garden flags no larger than 11" x 17" are permitted in the landscaping beds directly in front and to the rear of the Owner's Unit. No other flags, decorations, door plaques, wind chimes, or flagpoles are permitted.
4. Doormats and door wreaths are permitted and should be in the keeping of the color scheme of the community or the applicable holiday or season.
5. Plastic pots are permitted. Owner must water, maintain, and promptly remove dead flowers. Artificial flowers are not permitted.
6. Water hoses must be stored inside the town home or in an appropriate storage container when not in use.
7. Owners may plant vegetables so long as they are potted and cannot be planted in the front or rear garden beds. Vegetable pots may only be located in the rear of the unit on the patio or in the garden bed and not in the front of the unit or in any of the common areas. Vegetable pots

must also be maintained so as not to become unruly or unsightly at the discretion of the Board.
(added 9/18/20)

ARCHITECTURAL/EXTERIOR MAINTENANCE

1. Changes affecting the appearance of the exterior of the building, including painting, landscaping, statuary, fountains, birdbaths, bird feeders, decorative fences/borders, and lighting changes require prior written Board approval.
2. All repairs to Common Elements must be authorized and contracted by the Board and where applicable, billed to the Owner.
3. The normal maintenance of Limited Common Elements, like cleaning porch lights, for example, unless otherwise stated in the governing documents, is the Owner's responsibility. Repair and replacement of Limited Common Elements must be authorized and contracted by the Board and where applicable, billed to the owner.
4. If Owner will be remodeling or performing a home improvement project that will create noise over a prolonged period of time, Owner must notify the Board so that neighbors can also be forewarned of the expected noise levels.
5. No structural alteration of any Unit or Common Element will be commenced or conducted except in strict accordance with the provisions of the General Declaration.
6. No interior changes can be made that would affect or modify the structural/supportive characteristics or integrity of the Building. All structural changes like removing or moving an interior wall, for example, proposed by the Owner must be submitted to the Board, in writing, prior to work commencing. All requests must include a written description and a diagram or any other supporting documentation of the proposed changes and must be signed by the Owner.
7. The Board's approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
8. Owners are reminded that non-approved changes can not only be aesthetically offensive to neighbors, but can decrease the value of all Units. Any project, exterior modification, or other act in violation of these standards is subject to a fine by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.
9. Installation of window or wall air conditioners, awnings, canopies, fencing, sheds, play houses, swing sets, etc. are not permitted without prior written Board approval.
10. Holiday-specific decorations like door wreaths and doormats are permitted and must be removed within ten days following the holiday. Other holiday-specific decor including but not limited to icicle lights and decorations that inflate are not permitted. Permanent fasteners that deface or scar the exterior of the Buildings are prohibited. Any damage made by decorations will be repaired by Parkside and charged to the Owner.
11. No sign, advertisement, notice or other lettering can be exhibited, inscribed, painted, or affixed to any part of the Building, hung from windows or placed on windowsills or otherwise displayed, including in Common Areas. One standard 24" x 18" For Sale/For Rent with a top and bottom 6"

rider sign in metal frame may be used in the front window or in front of the Unit only; no other signs are permitted, including at the mailboxes.

12. Numbers or name plates or defacing the outside of the mailboxes is not permitted. Owners may put their name on the inside of the mailbox if they wish.
13. Curtains, shades, mini or vertical blinds visible from outside the Unit will be tasteful, standard window coverings and must be white, light gray, off-white, or light beige. No other window treatment or covering is permitted without prior written Board approval. Single colonial-style window candles using bulbs emitting not more than seven (7) watts are permitted at all times.
14. No household appliances are to be placed outside your home.

CONDOMINIUM FEES & LATE FEES

All condominium fees are due and payable on the first day of each month. A late fee will be assessed for any payment not postmarked on or before the fifth day of the month. Only one late fee will be charged for any unpaid assessments/fines per occurrence. No warnings will be issued prior to imposition of late fees.

All payments will be credited in the following order: condominium fees, special assessments, fines, maintenance charges, late fees.

Any checks returned for non-sufficient funds will be charged applicable late fees plus the charge imposed on Parkside. After an owner submits two non-sufficient checks, personal checks will no longer be accepted.

COMPLAINTS & FINES

The following system of penalties has been established to ensure compliance with the Rules and Regulations. The Board believes that enforcement procedure will result in greater community awareness of reasonable conduct that all Owners have the right to expect from each other.

Complaints of violations of these Rules and Regulations may be made verbally or in writing to the Manager, who will forward the information to the Board. Anyone reporting a violation will be asked to provide information including the facts, who was involved, to submit any documentation, if available, and were there any other witnesses. If the Manager/Board determines the complaint is justified, they will take whatever action they deem necessary and notify the complainant in writing of such action, if also deemed necessary.

The Board may not impose any fine or infringe upon any rights of an Owner for violations of the Rules and Regulations until the following procedures have been complied with:

1. If a violation of the Rules and Regulations is alleged, the Board may give verbal or written notice, depending on the severity of the violation, to the Owner and request that the Owner cease and desist from the violation. This notification will include:
 - a. the nature of the alleged violation

- b. the action required to remove the violation, and
 - c. notification of a grace period depending on the severity of the violation within which the violation may be removed without penalty.
- 2. The Board reserves the right to impose fines on a per occurrence, daily or weekly basis depending on the severity of the violation.
- 3. If the violation continues past the grace period or occurs again, a fine of \$25 .00 will be assessed along with a second violation notice.
- 4. If the violation continues past the second grace period or occurs again after the second notice, a fine of \$50.00 will be assessed long with a third notice which will be mailed via certified mail.
- 5. If the violation continues past the third grace period or occurs again after the third notice, a fine of \$100.00 will be assessed every ten (10) days until the violation is corrected or at every re-occurrence of the violation thereafter.
- 6. The Owner may request a hearing within 10 days after imposition of any fine. The request may be made verbally or in writing and the hearing will be held in executive session of the Board and will afford the Owner a reasonable opportunity to be heard. The Owner may present their case to the Board, and the Board will decide, based on the available information regarding the alleged violation whether any fines and/or penalties should be lifted. The decision of the Board in such matters can be appealed to the Courts of Pennsylvania.
- 7. If any Owner fails to comply with the Declaration, Rules and Regulations, or Bylaws, or with any Board decision rendered under those documents, the Owner may be sued for damages or injunctive relief: or both, by the Board. If Parkside is the prevailing party in any such proceeding, Parkside is entitled to an award for legal fees, as determined by the court.
- 8. All fines are due within thirty (30) days of imposition and will be collected by the Board in the same manner as unpaid condominium fees. The payment of a fine does not relieve the Owner of the obligation of correcting the violation. If Parkside incurs expenses to correct the violation, this expense will be charged to the owner. If the bill is not paid by the Owner, a higher fine may be imposed.
- 9. If a fine remains unpaid, Parkside may seek legal relief and a lien may be placed against the Unit. This means that the Unit cannot be sold by the Owner unless the fine and all associated expenses are paid. In addition, the Board may foreclose on a lien if it is deemed necessary. This means that the Board, with the help of the local court, can sell the property. The Board may also sue the Owner for damages or impose criminal penalties through the proper authorities.