# RULES AND REGULATIONS OF PINE VIEW, A TOWNHOME CONDOMINIUM

## **GENERAL**

- 1. Pine View Townhome 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.
- 2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent when a Managing Agent is acting on behalf of the Association.
- 3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, public areas, drives, recreational areas, grounds, parking areas and any other appurtenances.
- 4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board.

#### RESTRICTIONS ON USE

- 5. No part of the Condominium shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Condominium was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to Article VIII of the Declaration.
- 6. 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 provided herein or as expressly provided in the Declaration or Bylaws.
- 7. Nothing shall be done or kept in any of the Units or the Common Elements which will increase the rate of the Association's insurance for the Building applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his 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. No gasoline or other explosive or flammable material may be kept in any Unit, storage area or Common Element, except that Unit Owners may keep small amounts of

gasoline in appropriate containers for use in snowblowers and similar lawn care equipment. No waste shall be committed on the Common Elements.

- 8. All garbage and trash and recycling must be disposed of in a proper manner consistent with all applicable regulations of West Hanover Township and any other governmental entity with jurisdiction over the Property. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash. No trash or trash containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Notwithstanding the foregoing, trash and recycling containers may be placed curbside before dusk on the day immediately before the designated pickup day and must be removed by the end of the designated pick up day. The Association reserves the right to designate one trash removal service for the Property. In that event, each Unit Owner will be billed directly by the trash removal service.
- 9. Except in the Limited Common Elements appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements.
- 10. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.
- 11. Each Unit Owner shall keep his Unit in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
- 12. 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 nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.
- 13. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein 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. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.
- 14. No "For Sale," "For Rent" or "For Lease" signs, window displays or 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. The right is reserved by the Declarant and the Executive Board or any Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs

on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event may any sign be larger than one foot by two feet.

- 15. Unless no window treatments are used, white or off-white backed draperies or curtains or white or off-white or natural wood tone blinds acceptable to the Executive Board must be installed and maintained on windows of a Unit. No window treatments with a colored surface facing the exterior of a Unit are permitted without the prior approval of the Executive Board.
- No Unit Owner shall cause or permit anything to be hung, displayed or exposed 16. on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, siding or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit without the prior consent of the Executive Board. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements, including Limited Common Elements, except in such areas as may be specifically designated for such use by the Executive Board. Patios, decks, porches, yards and stoops shall not be used unreasonably as storage areas, and furnishings used outdoors shall be those suitable for and typically used for outside purposes. No exterior portion of a Unit, and no Common Element, including but not limited to a patio, deck, porch or stoop, 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. Additions, alterations and improvements to the exterior of Units and any Limited Common Elements appurtenant thereto may be made by Unit Owners only in accordance with the provisions of Section 5.1 and Article VIII of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Condominium is maintained. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 5.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision.

## PET RULES

18. No animals, except small, domestic animals such as dogs, cats and birds, shall be kept in any Unit, not to exceed three (3) per Unit, without first obtaining the prior written consent of the Executive Board, subject to compliance with the Declaration, Bylaws and these Regulations. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog in his or her Unit.

- 19. Pets may be maintained in a Unit so long as they are not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, aggressiveness, or running loose on the Property.
- 20. All pets must be licensed and inoculated as required by law and registered with the Association office.
- 21. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- 22. Pets shall not be walked upon the Common Elements, except for on common sidewalks, on Limited Common Elements appurtenant to the pet owner's Unit, and in such areas as the Executive Board shall designate from time to time for that purpose. No Unit Owner shall be entitled to house any domestic animal life on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, dog houses, animal enclosures, animal stakes 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. Domestic animals must be accompanied by an individual and maintained on a leash at all times. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited or Common Elements. 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.

## **STORAGE**

23. 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 liable for the loss, destruction, theft or damage to such property.

## **PARKING**

24. 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 and shall notify Unit Owners of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates and registrations and must be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such 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 as a result of such leakage.

- 25. 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.
- 26. Vehicle parking is permitted only in designated areas, and parking so as to block sidewalks, driveways or trash receptacles is not permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any costs or liability which may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

## ENTRY INTO UNITS

- 27. The Executive Board or any Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any Unit 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.
- Employees and agents of the Association are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

## ASSOCIATION

29. 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.

30. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Executive Board or Managing Agent, as applicable. 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.

## CONSIDERATION IN USE OF UNITS

- 31. All persons shall be properly attired when appearing in any of the public areas of the Condominium.
- 32. All radio, television or other telecommunication equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.
- 33. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause a burden on the waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.
- 34. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

#### OTHER

- 35. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless 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. No planting may be commenced by a Unit Owner anywhere within the Condominium without the prior written approval of the Executive Board.
- 36. 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.
- 37. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.
- 38. Snow removal in the Limited Common Element patios, porches, stoops and decks is the responsibility of the Unit Owner.

- 39. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers specifications and instructions at all times.
- 40. The walking path, if created, Conservation Easement Areas and Open Space Easement Area shall be used and maintained by the Association in accordance with all applicable local, state and federal requirements and the Condominium Documents.