

**RULES AND REGULATIONS
OF
WOODLAND VIEW CONDOMINIUM ASSOCIATION**

**(Updated and Revised
08/22/2016)
(Approved 08/22/16)**

SECTION A- GENERAL

1. Woodland View 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.

SECTION B- RESTRICTIONS ON USE

1. No part of the Condominium shall be used by or through a unit owner for any purpose except housing and the common purpose 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. Each unit shall be used as a residence for a single family, its servants, and guests.
 - 1.1. **The following limitations on occupancy shall apply to each Unit:** Unit occupancy shall not exceed two (2) people age 16 or older or three (3) children under the age of 16 per bedroom. Guests of owners are permitted to exceed this limit for not more than 14 consecutive days, with a period of not less than seven (7) days between visits. The number of bedrooms in a unit shall be determined by the building plans for the Unit.
2. 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 By-Laws.

3. Nothing shall be done or kept in any of the common elements which will increase the rate of insurance for the building or contents thereof 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 insurance on the building or contents thereof 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. No waste shall be committed on the common elements.
4. All garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of Manchester Township and any other governmental entity with jurisdiction *over* the Property. NO garbage, trash, or containers, therefore, shall be visible from the front of the units except on that day of the week designated for the collection and removal of garbage and trash. The Unit Owner, however, may keep one (1) securely stored and covered trash can and recycling container on the rear deck. **NO PLASTIC BAGS PERMITTED ON THE REAR DECKS.**
5. Except in the limited common area adjoining a resident's unit, or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted. In addition, bicycles, toys, benches, chairs, or other articles of personal property shall not be left unattended in public areas, parking areas, lawns, or anywhere else on the common elements.
6. 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 such apparatus shall be borne by the Unit Owner causing such damage.
7. 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.
8. Nothing shall be done in any unit or on the common elements which may impair the structural integrity of the buildings 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.

9. No unlawful, immoral, improper, noxious or offensive activity shall be conducted in any unit, or on any of the common elements. No Unit Owner shall engage in any activity which becomes an annoyance or nuisance to the other units or occupants. No Unit Owner shall make or permit any disturbing noises to resound from their unit, nor do or permit any activity, which interferes with the rights, comforts or convenience of other Unit Owners or occupants. All Unit Owners shall keep the volume of any radio, television, musical instrument or similar device sufficiently reduced at all times so as not to disturb other Unit Owners or occupants. It shall be prima facie evidence that a Unit Owner has violated this regulation if their conduct results in arrest by law enforcement authorities.

10. Only one (1) standard-sized "For Sale", "For Rent", "For Lease" sign, display or advertisement shall be permitted in the mulched area of the limited common element in front of a particular unit. No additional signs will be permitted in the other areas of the common element, except on a particular day that an "Open House" may be scheduled.

11. Draperies or curtains, or venetian blinds acceptable to the Executive Board may be installed by the Unit Owner on all windows and patio doors of his or her unit and must be maintained thereon at all times.

12. Absolutely no additions of any type, permanent or temporary in nature, may be made to any surface that must be maintained by the Woodland View Condominium Association. Those forbidden surfaces are any brick or mortar areas on the exterior of the unit, all window casings, but not limited to those only, or any area covered with roofing shingles or rainwater gutters. Damage to any brick, mortar, wood, shingles or rainspout caused by a Unit Owner will be corrected at the Unit Owner's expense. Any damage to a property that passes from one property owner to the next and any correction of damage and resultant costs involved will rest with the new Unit Owner. In addition, however, this regulation covers anything else a Unit Owner might want to attach to the exterior of his/her unit, including, but not limited to strings of Holiday ornaments and bulbs, hanging planters, water hose holder, etc. The prohibition herein includes without limitation, laundry, clothing, signs, awnings, canopies, shutters, radio or television antennas, ivy, swingsets, dish receivers, or any other antennas or 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. No clothes lines and/or clothes racks will be permitted.

13 No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the common elements, including but not limited to timbers and/or bricks in the limited common elements, without the **prior written consent of the Executive Board.**

13.1 All deck or patio fencing added by the Unit Owner shall be maintained by the owner in such a manner that it matches the privacy fences between patios and decks. Should the Association make changes or improvements to the privacy fences, Unit Owners are required to update altered fencing to match that of the Association's within 60 days. All deck or patio alteration requests must be submitted to the Executive Board for approval; no alterations may begin without the **prior written consent of the Executive Board.**

13.2 All outside limited common areas shall be accessible to the Property Manager, Utility and/or Emergency personnel at all times. **LOCKED GATES ARE NOT PERMITTED ON PATIOS OR DECKS.**

14 Patios shall not be used to store items other than patio furniture, grills, and a trash can. No patio shall be altered in any way except with the written permission of the Executive Board, and any alterations shall be done in accordance with the Declaration.

15 Chimineas, fire pits or any other open burning units are prohibited within the Woodland View Condominium community due to the insurance liability which could result in the cancellation of the insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation.

16 Hoses may not be stored in front of a unit. Hoses may not be attached to any front or back outside walls or on the fence divider of a unit. Portable hose racks will be permitted on the rear deck or patio.

17 The planting of plants and flowers will be permitted in the mulched beds in front or in the back of each unit in an attractive manner. The planting must be done in a manner as not to interfere with the lawn service and be maintained by the unit owner. The landscaping company cannot be held responsible for trimming or not trimming to your liking. **PLANT AT YOUR OWN RISK.** All vegetable plants, such as tomatoes and peppers, must be planted in the rear mulch area of the unit. Dead flowers must be removed at the end of their growing seasons.

18 The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the common elements, including the limited common areas 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 standard of proper maintenance and upkeep.

- 19 Door decoration will be permitted as long as no holes are placed in the exterior entry door. Decorative items such as wooden decorations and/or small flags may be placed in the mulched limited common areas.
20. No unit owner shall operate a motor vehicle anywhere within the common elements with the audio volume of any stereo system or radio elevated to the extent that it annoys or disturbs other unit owners.
21. There shall be NO sledding, skating, skateboarding or similar activity on any of the roadways or sidewalks. **CHILDREN ENGAGED IN OUTDOOR ACTIVITY MUST BE UNDER THE DIRECT SUPERVISION OF AN ADULT AT ALL TIMES.** Those children under the age of twelve (12) shall comply with State Law and wear a helmet at all times.

SECTION C-RENTAL UNITS

- 1 A Unit may be rented as a whole, but not in part, from time to time by the Unit Owner to any person or entity for use as a Single Family Residence Only, for a minimum term of one 180 days. No transient tenants or occupants may be accommodated therein.
- 2 A Unit Owner shall not lease his, her, or its Unit to any person except with the approval and consent of the Executive Board, which approval and consent shall not be unreasonably withheld.
- 3 A Unit Owner shall not engage in the leasing of his, her, or its Unit except after having the lessee execute a lease or other agreement which contains the following provisions:

"CONDOMINIUM STATUS. Tenant acknowledges that the premises being rented by the lease is a condominium unit (sometimes hereinafter called the unit") and is subject to a certain Declaration of Condominium ownership for Woodland View Condominium (the "Condominium") which Declaration and any amendments to it have been duly recorded in the Office of the Recorder of Deeds for York County, Pennsylvania (the "Declaration"). Leased to Tenant as part of the Unit are the right to use any Limited Common Elements appurtenant to the Unit and the right to use the Condominium Common Elements in common with other Unit Owners of the Condominium, in both cases subject to such restrictions, rules and regulations related thereto as are now or hereafter contained in any of the Declaration, Bylaws of the Condominium, or the Condominium Association's Rules and Regulations. Upon written request, Lessor shall make available to Tenant a copy of the Declaration, Bylaws of the Condominium, or the Condominium Association's Rules and Regulations. Tenant agrees to abide by all of the covenants or restrictions imposed upon occupants of Units and upon Unit Owners by the Declaration, and the Bylaws of the Condominium, and the Rules and Regulations of the Condominium Association, as all of them may be amended from time to time. Any violation by Tenant of any such covenants or restrictions shall be deemed a breach of this lease. Tenant hereby permits the Executive Board of the Condominium Association and its officers and agents

to proceed directly against Tenant for any breach by Tenant of any of such covenants or restrictions. The Condominium Association is expressly made a third-party beneficiary of this provision.

LANDLORD AND TENANT MAINTENANCE. Tenant shall be responsible for all damages to any portion of the Condominium beneath or adjacent to the premises, caused by overflow of drains or plumbing that is a result of improper use of fixtures in the premises by Tenant or anyone else using them. Further, Tenant acknowledges that Tenant's rights and obligations pursuant to this lease and under the Declaration and other condominium documents flows through the Lessor, and Tenant shall seek its remedies first from the Lessor in all cases.

4. An executed copy of such lease or rental agreement for the Unit containing the names(s) and addresses of the prospective tenant(s) or lessee(s) and containing the above-mentioned provisions shall be submitted to the Executive Board of the Woodland View Condominium Association no later than ten (10) days prior to the execution thereof by the lessee(s) or tenant(s) and the Unit Owner.
5. The Unit Owner shall be responsible to the Condominium Association for any damages caused by the Unit Owner's Tenant(s) or Lessee(s) of any and all types, including, but not limited to, property damage and fines.

SECTION D- PET RULES

1. Orderly household pets may be kept in any unit; not to exceed two (2) per unit.
2. 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.
3. All pets must be licensed and inoculated as required by law and registered in writing with The Association. A copy of the license and inoculations must be provided to the Property Manager.
4. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
5. No Unit Owner may erect any fencing gates, animal enclosures or animal runs.

6. No ANIMAL, INCLUDING CATS, SHALL BE ALLOWED TO ROAM FREELY ABOUT ANY LIMITED OR COMMON ELEMENTS. Petties may be used in the BACK of **YOUR CONDO ONLY**. Ties must have a leash short enough as to not allow the pet to go into neighboring limited common areas. Ties may not be kept in grass areas so as not to interfere with grass cutting. Animals must be accompanied by a unit owner at all times.
7. Unit Owners shall be responsible for cleaning up, removing and discarding in proper receptacles, all animal excrement produced by their animal(s) **IMMEDIATELY**. Animal excrement must **NOT** be discarded anywhere on the common grounds or perimeter which includes the retention pond areas.

SECTION E-PARKING

1. Vehicle parking is permitted only in designated parking areas. If any vehicle owned or operated by a Unit Owner, any member of his/her family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the property, 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 liability which may be imposed on The Association as a result of such illegal parking or abandonment and any consequences thereof.
2. Unit Owners without garage facility will be assigned two (2) parking spaces designated with the last digit of their unit number; i.e. Unit #804 will be designated by #4; Unit #1200 by #0. Numbered spaces are designated to those Unit owners without garages and their guests. All unnumbered spaces will be considered overflow to be used on a first come/first serve basis. Unit owners with garage and driveway facilities should use those facilities. Unit Owners are responsible to notify their visitors of the parking provisions of The Association.
3. 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, recreational, commercial vehicles modified for commercial purposes (i.e. ladder racks), or other oversized vehicles shall be parked anywhere within The Condominium community other than wholly within a Unit Owner's garage.
4. All vehicles must have current registration, inspection and be in operating condition; mechanically and compliant with state and local laws for road use. Vehicles that are visibly damaged/wrecked are prohibited from being parked in the Condominium community. Vehicles parked in violation of this regulation will be towed away at the Unit Owner's sole risk and expense.
5. All motorcycles must be parked as any other vehicle, not on the sidewalk, curb, grass or patio areas.

- 6 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.
- 7 All Unit Owners shall observe and abide by all parking and traffic regulations, including adhering to the speed limits within the Condominium community, of The Association or municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense

SECTION F-SNOW REMOVAL

- 1 Snow amounting to three (3) inches or less is the responsibility of the Unit Owner. To facilitate snow removal from parking areas, it is necessary to move all vehicles. If you are not available when snow removal begins, please leave a key with a neighbor so that the vehicle may be moved.
- 2 Snow removal from the limited common element patio or deck is the responsibility of the Unit Owner.
- 3 Rock salt may **NOT** be used on sidewalks and/or driveways.

SECTION G-CONSIDERATION IN USE OF UNITS

- 1 Maintenance requests or complaints regarding management or actions of other Unit Owners must be made in writing and placed in The Association's WVCA Mail Box located at the lower end of the property. All such requests must be signed and dated. All complaints are strictly confidential.
- 2 No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee or contractor of The Association.
- 3 All persons shall be properly attired when appearing in any of the public areas of the Condominium.

- 4 All radio, television, communication equipment, or other electrical 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 and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

(4.1) All satellite dish installations must be approved by The Executive Board or by the Property Manager as delegated prior to installation. A deposit of \$250.00 shall be due and payable prior to the installation of the satellite dish equipment.

(4.2) Unit Owners shall be responsible for the removal of satellite dish equipment upon transfer of ownership of the unit or if the equipment fails to be in good working order. Upon removal of the satellite equipment, Unit Owner shall be responsible for restoring installation site to the original appearance. If, upon inspection, the site is restored to its original appearance to the satisfaction of The Association or Property Manager, the aforementioned \$250.00 deposit shall be returned to the Unit Owner's last known address. If the site is not restored to satisfactory condition, The Association may undertake the restoration. Should the \$250.00 deposit does not cover the amount necessary to restore the site, the Unit Owner shall be liable for any additional expense incurred by The Association, in excess of the deposit amount, to restore the site.

(4.3) Unit Owners shall be responsible to maintain satellite dishes in good visual appearance. Rusty poles, hardware, etc., shall be painted in the original color or replaced by the Unit Owner. If the Unit Owner does not replace, repaint or repair the equipment so as to restore it to good visual appearance within 15 days of notice by The Association, the Unit Owner shall remove the equipment and shall be responsible for restoring installation site to its original appearance.

- 5 Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

- 6 The installation or use of kerosene heaters or other unvented petroleum product fueled heaters is prohibited.

- 7 Unit exterior doors shall be kept closed and secured at all times except when in use.

SECTION H- PENALTIES FOR VIOLATIONS OF THE RULES AND REGULATIONS OF WOODLAND VIEW CONDOMINIUM ASSOCIATION

- 1.** When a violation of the Rules and Regulations occurs, Unit owners have an obligation to notify The Executive Board, The Property Manager, or its Agent, **IN WRITING**, of such violation. All correspondence coming to The Executive Board or its agent **MUST BE SIGNED** by the Unit Owner and provide specific detail of the violation. The Executive Board may not address any unsigned correspondence or verbal notification of a violation.

- 2.** A confirmed violation(s) of the Rules and Regulations is deemed to be an offense for which a fine may be levied. A penalty, unless otherwise stated, will be levied against the Unit Owner in accordance with the following schedule:
 - (a) **1st Offense** -A written notification of the violation shall be sent to the Unit Owner and a fine of \$50.00 shall be imposed.

 - (b) **2nd Offense**-\$100.00 Fine

 - (c) **3rd Offense** – and all subsequent offenses within a one (1) year period shall carry an increasing penalty of not less than \$100.00.

Non-compliance by a Unit Owner within fifteen (15) days after being so notified of a violation will constitute an additional violation that will carry the appropriate penalty. If a condition of non-compliance persists, The Executive Board may take any necessary action to repair, remove, replace, or otherwise cure the violation. The Unit Owner shall be responsible for any costs incurred by The Association to remedy a property in non-compliance.

- 3.** The Unit Owner will be responsible for any fines levied against his/her tenant(s) as a result of violations of the Rules and Regulations by his/her tenant(s).

- 4.** All levied fines shall be assessed against the Unit and Unit Owner.

- 5.** All condominium fees of any kind and fines are due on the first (1st) day of each month. All monies shall be mailed or paid in person to the place designated by The Association. Checks should be made payable to "Woodland View Condominium Association".

- 6 Any fee or fine that is not received by the tenth (10th) day of the month in which it is due shall be subject to a \$50.00 penalty. For each subsequent month the fee or fine remains unpaid, the penalty shall increase to \$100.00 per month.
- 7 If fees and/or fines remain unpaid for more than thirty (30) days, The Executive Board may place a lien against the property with the York County Recorder of Deeds. If a lien filing occurs, the lien will only be removed when the Unit Owner has paid all fines and all charges for which the lien was filed.
- 8 For all collections for non-payment of fees and fines, the Unit Owner shall be responsible to pay all fees associated with such collection efforts, including but not limited to, reasonable attorneys' fees and court costs.
- 9 Unit Owners shall complete and return any requested and required forms to the Woodland View Condominium Executive Board within fifteen (15) days of receipt of the form.

RESOLUTION

Woodland View Condominium Association

WHEREAS, Woodland View Condominium Association currently has in place certain Rules and Regulations; and

WHEREAS, an Executive Board has the authority to amend the Rules and Regulations from time to time.

NOW, THEREFORE, BE IT RESOLVED that;

SECTION C - RENTAL UNITS

Rule 1 Shall be amended to read: A Unit may be rented as a whole, but not in part, from time to time by the Unit Owner to any person or entity for use as a Single Family Residence Only, for a minimum term of one 180 days. No transient tenants or occupants may be accommodated therein.

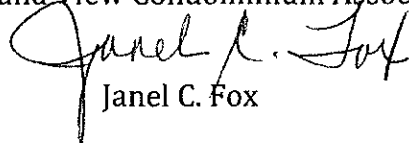
Rule 6 and Rule 7 regarding Rental Registration Fee and Tenant Change fee shall be removed from the rules and regulations.

This Resolution shall form an amendment to the Rules and Regulations of Woodland View Condominium Association. This Resolution shall also be distributed to all existing unit owners and to all potential unit purchasers as part of the Resale Certificate prepared by the Association.

I certify that I am the Secretary of the Woodland View Condominium Association and that the foregoing resolution was duly adopted at a meeting of the Executive Board of the Association on the 19th day of September, 2016 after due and regular notice and at which a quorum was in attendance.

WITNESS my hand and seal of the Authority this 19th day of September, 2016.

Secretary, Woodland View Condominium Association


Janel C. Fox

