

## **RULES AND REGULATIONS OF CROWN POINTE, A TOWNHOME CONDOMINIUM**

### **GENERAL**

- 2010.01      **Rule Adoption** (*Inception: September 1993*) Crown Pointe 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.
- 2010.02      **Terms** (*Inception: September 1993*) 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.
- 2010.03      **Compliance** (*Inception: September 1993*) 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.
- 2010.04      **Rule Changes** (*Inception: September 1993*) 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**

- 2010.05      **Use of Unit** (*Inception: September 1993*) (*Revised: April 2007*) 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. Each unit shall be used as a residence for a single family, its servants and guests. Rentals are permitted only per Amendment 22 to the Crown Pointe Declaration.
- 2010.06      **Common Area Storage** (*Inception: September 1993*) (*Revised: December 2010*)(*Revised: January 2021*) 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 of Bylaws.

- a. A Hose Hideway box or other decorative hose container approved by the Board is permitted in the front mulch bed. The Board reserves the right to reject unapproved hose containers.
- b. Hoses may only be attached to the faucet from April 1<sup>st</sup> through October 31<sup>st</sup> each year.

2010.07      **Insurance** *(Inception: September 1993) (Revised: February 2004)* Nothing shall be done or kept in any of the common elements which will increase the rate or 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 common elements which will result in the cancellation of 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.

- a. All insurance claims, in order to be considered for coverage, must be submitted to the Association, prior to any work being started.

2010.08      **Trash** *(Inception: September 1993) (Revised: December 2010)(January 2021)* All garbage and trash must be disposed of in a manner consistent with all applicable regulations of Springettsbury Township and any other governmental entity with jurisdiction over the Property.

- a. Garbage and recyclables may not be placed at the curb for pickup until 6PM the night before pickup and the empty containers must be put away the evening of pick up.
- b. Trash and recyclables may be stored in toters or proper cans with lids on the rear deck, rear patio, or in the rear mulch bed. Garbage may not be stored outside in bags except when placed at the curb for pickup during the times listed above.
- c. TRASH AND RECYCLABLES MUST BE SECURED AT ALL TIMES. If found unsecured at any time, immediate fines may be issued.

2010.09      **Items in Common Areas** *(Inception: September 1993) (Revised: December 2010)(Revised: April 2012)(January 2021)* Except in the limited common area 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, swings, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawn or elsewhere on the common elements. Fire pits and Chimineas are not permitted.

2010.10      **Plumbing** *(Inception: September 1993)* The water closets and other water and sewer apparatus shall be used only for the purpose of 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.

2010.11      **Good state of repair** (*Inception: September 1993*) 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.

2010.12      **Exterior Alterations** (*Inception: September 1993*) (*Revised December 2010*) (*Revised: September 2013*) 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. If an exterior change is made without prior written approval \$100.00 will be assessed. Payment of the fine does not mean the request is or will be approved.

- a. **Awnings:** Awnings are permitted with Board Approval. The approved color is number 4907 (tan, green, and cream stripes). The approved awning is available from York Tent & Awning.
- b. **Lights:** Board approval is required prior to replacing an exterior light.
  - a. The approved front light replacement is Quiozel NY8316A.
  - b. The approved rear light replacement is Quiozel NY8315A.
  - c. Both lights are available at Yale Electric.
- c. **Painting:** The exterior paint is available from Sherwin Williams. The exterior colors are Crown Pointe Tan, Crown Pointe Red, and Crown Pointe Green.
- d. **Rear Doors:** All rear doors must be approved prior to installation.
  - a. The rear sliding door may be replaced with a slider or French door.
  - b. The rear door must be Crown Pointe Tan or white.
- e. **Storm Doors:** All storm doors must be approved prior to installation.
  - a. Storm doors must be full view.
  - b. The trim is to be painted Crown Pointe Tan.
  - c. The approved storm door choices are: Anderson 2000, 3000, or 4000 Series - Clear Glass Only; Larson Charleston or Williamsburg Model; Pella Wellsley Clear Glass or Wellsley Arch Bevel (etching).
  - d. The door handle must have a brass finish.

- f. **Satellite dishes:** All satellite dishes must be approved prior to installation.
- a. Dish must be installed on a post in a mulch bed in an inconspicuous place.
  - b. Dish may not be installed in the common areas or attached to the building.
  - c. Wiring must be concealed and may not run along exterior of building.
  - d. If sufficient signal strength is not possible within these guidelines, the Association Board must be contacted to approve a special written exception.

- 2010.13      **Disturbing Neighbors** *(Inception: September 1993)* 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.
- 2010.14      **Signs** *(Inception: September 1993) (Revised: May 2000) (Revised: December 2010) (January 2021)* 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 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 will any sign be larger than one foot by two feet.
- a. Unit owner may place in their windows one (1) “For Rent” or “For Sale” sign. The sign must be standard size.
- 2010.15      **Window Coverings** *(Inception: September 1993) (January 2021)* White-backed, ivory or cream colored draperies or curtains, or venetian blinds acceptable to the Executive Board must be installed by each unit owner on all windows of his and her unit and must be maintained thereon at all times.
- 2010.16      **Decorations** *(Inception: September 1993) (Revised August 2000) (Revised: July 2001) (Revised October 2004) (Revised May 2010) (Revised December 2010) (Revised February 2011) (January 2021)* No unit owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements appurtenant thereto, whether through or upon windows, doors, siding or masonry or such unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio

or television or radio antennas or other items be installed by the unit owner beyond the boundaries of his or her unit. No clothes line, clothes rack or any other 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 shall not be used unreasonably as storage areas. No patio 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.

- a. Front Door Regulations: A unit owner is permitted to hang wreath or decorative item not to exceed 18" on the front door entering a unit, year-round. The item may be hung by magnet or over door hanger only. No nails, or screws are permitted. This is to be the only ornament/ decoration to be displayed on the front exterior of a unit. The Executive Board has the final decision on all questions of aesthetics and standards of proper maintenance and upkeep.
- b. Holiday decorations and lights may be hung in the front of the units by unit owners. Holiday decorations are permitted up to 30 days prior to the holiday and must be removed within 7 days after the holiday. Decorations in the Common Areas, including on the trees, are not permitted. Blow up decorations or decorations that make noise or play music are not permitted.
- c. Generic seasonal decorations are permitted in the mulch beds and on the interior of the windows and doors only.
- d. Bird Feeders: No bird feeders are permitted.
- e. Fences: A unit owner is permitted to hang inward facing decorative items (excluding flags) on the inside of their privacy fences with a stainless-steel wire or other material that would not damage the fence as long as no nails, screws, etc are used and no holes are made in the fence.
- f. Flower Boxes: A unit owner is also permitted to hang inward facing flower boxes on their deck railings attached with a stainless-steel wire or other material that would not damage the railing as long as no nails, screws, etc are used and no holes are made in the deck railing.
- g. Mats: Door mats are permitted on the front porches.
- h. Flower Pots: Flowers pots no larger than 18" tall containing live plants or flowers are permitted in the front mulch beds. The pots must be maintained with living plants or flowers or the pots must be removed.
- i. Decorative Flags: Decorative flags no larger than 18" x 12" on a flag holder no bigger than 3 1/2 feet tall. The flag may not have any wording.

2010.17

**Water Beds** (*Inception: September 1993*) Water beds shall be permitted: but ALL water damage to the common elements, limited common elements or

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other unit owner's units, and the expenses incurred to correct the damage shall be paid for by the unit owner of the unit in which the water bed was located when the water damage occurred.

## **PET RULES**

- 2010.18      **Permitted Pets** *(Inception: September 1993) (Revised: January 2007) (Revised: February 2011)* No animals except dogs not listed below, cats, birds, fish, gerbils, and hamsters, shall be kept in any unit or on the common elements, not to exceed two (2) per unit, without first obtaining 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. The following breeds are not permitted: Staffordshire Terrier, American Pit Bull Terrier, Bullmastiff, Other Mastiffs, Akita, Rottweiler, Doberman Pinscher, Shar-Pei, or Dalmatian. Moreover, any person who at the signing of this Resolution owns a pet other than approved above may keep the pet until the pet dies or for any other reason is no longer kept in the unit. Thereafter the owner will be subject to this Resolution.
- 2010.19      **Pet Nuisance** *(Inception: September 1993)* A pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.
- 2010.20      **Pet Licensing** *(Inception: September 1993)* All pets must be licensed and inoculated as required by law. ~~and registered with the Association office.~~
- 2010.21      **Pet Liability** *(Inception: September 1993)* Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
- 2010.22      **Pet Supervision/ Waste** *(Inception: September 1993) (Revised: April 2015)(January 2021)* Pets shall not be walked upon the limited common elements. No unit owner shall be entitled to keep 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, animal enclosures or animal runs or use any courtyards, for the purpose of securing a space either temporary or permanent for any domestic animal. Pet ties are permitted on stakes or anchors in rear mulch beds only. Ties cannot run into the grass. Domestic animals must be accompanied by an individual and maintained on a leash at all times. The animals can be walked only in the designated areas approved by the Executive Board. No animals, including cats, shall be allowed to roam freely about any limited or common elements. Persons walking pets 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. Unit Owners will be held accountable for failure to comply.

## **STORAGE**

2010.23      **Storage** (*Inception: September 1993*) 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**

2010.24      **Permitted Vehicles** (*Inception: September 1993*) (*Revised: January 2008*) (*Revised: December 2010*)(*Revised July 23, 2021*) Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking motor vehicles.

### **Motor Vehicles**

- a. No buses, trucks (except small pick-up trucks), trailers, boats, recreational, commercial or other oversized vehicles shall be parked anywhere within the Condominium other than wholly within the owner's garage.
- b. All vehicles must have current license plates and be in operating condition.
- c. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.
- d. 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.
- e. Any vehicle parking in violation of these regulations may towed at the owner's expense without warning.
- f. RV's may be in the association only for loading and unloading for no more than three hours.
- g. Mechanical work such as repairs or maintenance of any motor vehicle on streets, driveways or anywhere on the Common Elements or Limited Common Elements is prohibited. Any intentional draining of motor vehicle fluids such as gas, oil, or antifreeze is prohibited.
- h. Washing of motor vehicles is permitted as long as the activity does not encroach on another unit owner's parked motor vehicles.

### **POD Containers**

- a. A Unit Owner that is moving out of or into the Association may place a POD container in the Association only if it is wholly in his assigned parking space.
- b. The Unit Owner will be held liable to the Association for any expenses incurred by it in repairing Association property as a result of such POD.
- c. The POD may not remain in the Association more than 48 hours.

2010.25      **Parking and Traffic Regulations** (*Inception: September 1993*) All unit owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the unit owner's sole risk and expense.

2010.26      **Parking in Designated Areas** (*Inception: September 1993*) Vehicle parking is permitted only in designated parking areas, and parking so as to block sidewalks or 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 liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

## **ENTRY INTO UNITS**

2010.27      **Entry** (*Inception: September 1993*) The Executive Board or any Managing Agent, and any contractor or workman authorized by the Executive Board of 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 pest.

2010.28      **Deliveries** (*Inception: September 1993*) 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 employee or agents of the Association, the unit owner assumes the sole risk therefore and the unit owner, not the Association, shall be liable for



injury, loss or damage of 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**

2010.29      **Assessments** (*Inception: September 1993*) (*Revised: May 2008*) (*Revised: December 2010*)(*January 2021*)

- a. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Condominium's principal office by check, ~~or~~ money order, or automated payment options, payable to the Association.
- b. Inception Fee: At the time of conveyance of each Unit from the Unit owner to another Person, and at each subsequent conveyance from a Unit Owner to another person, the acquiring Owner shall pay an initiation fee to the Association in the amount of six times the current monthly assessment. The acquiring Owner shall pay the inception fee at settlement.

2010.30      **Complaints** (*Inception: September 1993*) Complaints regarding the management of the Condominium or regarding 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 Managing Agent or the Association.

## **CONSIDERATION IN USE OF UNITS**

2010.31      **Proper Attire** (*Inception: September 1993*) All persons shall be properly attired when appearing in any of the public spaces of the Condominium.

2010.32      **Radio, Television, Electrical** (*Inception: September 1993*) All radio, television 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.

2010.33      **Soaps** (*Inception: September 1993*) 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

central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

- 2010.34      **Exterior Doors** (*Inception: September 1993*) Unit exterior doors shall be kept closed and secured at all times except when in use.

## **OTHER**

- 2010.35      **Landscaping** (*Inception: September 1993*) (*Revised: July 2001*) (*Revised: May 2010*) (*Revised: December 2010*) (*Revised February 2011*) (*Revised August 2011*) (*Revised: September 2013*) (*Revised: June 2017*) The planting or 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 standards or proper maintenance and upkeep.

- a. The planting of trees and crops is strictly prohibited anywhere on the common elements, including the limited common areas adjoining each unit, however tomato plants will be permitted in the rear beds as long as they are kept within the boundaries of the unit and removed in the fall. The planting of plants, flowers, and shrubbery is prohibited anywhere on the common elements, including the limited common areas adjoining each unit, unless done in an attractive manner consistent with the overall landscaping plan for the entire community. Approved plants and flowers consist of annual or perennial varieties, but limited to the height of three (3 ft.) in the front of the units and may grow to a height less than or equal to the height of the ground level privacy fence in the rear of the units. The Board has the final decision on all questions of aesthetics and standards of proper maintenance and upkeep.
- b. Ground cover is not permitted in the front mulch beds. Ground cover is permitted in the rear mulch beds, but may not extend onto the patio, fence, building, or grass.
- c. Weeding of front and rear mulch beds is the Unit Owner's responsibility.
- d. The rear mulch bed may not be extended without board approval. The rear mulch bed may not be extended beyond the edge of the fence.
- e. The front mulch beds will be mulched and the bushes (planted by the Association) will be maintained by the Association.
- f. Any mulch added to the mulch beds must match the mulch used by

- the Association that season in color and texture.
- g. All dead flowers must be removed or cut to ground level.

- 2010.36      **Exterior Changes** *(Inception: September 1993)(Revised: February 2014)(February 2021)* 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 limited common elements, without the prior written consent of the Executive Board. Any change made without prior written consent will be subject to an immediate \$100 fine. Payment of the fine does not constitute approval. The change must still be submitted for review. Fines increasing in \$25 increments will continue every 15 days until the violation is corrected or approved.
- 2010.37      **Heaters** *(Inception: September 1993)* The installation of use of kerosene heaters or other unvented petroleum product fueled heaters in any unit is prohibited.
- 2010.38      **Snow Removal** *(Inception: September 1993)* Snow removal in the limited common element patios is the responsibility of the unit owner.
- 2010.39      **Fine Schedule** *(Inception: January 2021) (Revised December 2021)*
- a. First violation – A Warning letter will be sent giving 30 days to correct.
  - b. If not corrected within 30 days from the date the warning letter was sent, a \$25 fine will be issued.
  - c. Fines will increase by \$25 increments every thirty days.
  - d. Violations outside of the Rules and Reg's are subject to Board review. Actions taken will be at the discretion of the Board. Notification of violation, fine amounts and time given for correction may be escalated according to the severity of the offense.