

The Monarch Mills
Condominium Association
600 N. Hartley Street
York, PA 17404

Rules & Regulations

For

The Monarch Mills Condominiums Association (MMCA)

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Section A – Introduction to the Rules and Regulations:

The Rules and Regulations of The Monarch Mills Condominium Association (MMCA) have been developed to provide for the safety of unit owners, residents and guest, to preserve an attractive appearance and to maintain property values at Monarch Mills.

In keeping with these Rules and Regulations, the Bylaws empower the Executive Board, acting in “good faith” on behalf of the unit owners, with the following responsibilities:

- a) Manage and operate the affairs of the property and, for such purposes, engage employees, appoint agents and managers and define their duties and fix their compensation, either into contracts and other written instruments or documents and authorize the execution thereof by Officers elected by the Executive Board.
- b) Exercise such other powers as may be appropriate to the performance of their duties.
- c) In addition to the powers set forth in the Act, the board of Directors shall have the following additional powers as set forth in the bylaws of Monarch Mills Condominium Association: REFER TO ARTICLE VI, SECTION 6.01 THRU 6.08.

Unit owners as members of the Association have the right to ask that any section(s) of these Rules and Regulations be amended or removed. Any member of the Association may distribute a petition requesting that a change be made in the Rules and Regulations. Upon the receipt of a petition signed by twenty-five (25%) of the total number of unit owners, the Executive Board is required to call a special meeting within forty-five (45) days to consider the petition. If a petition is received within forty-five (45) days of the annual meeting, the petition will be considered at the respective meeting. Amending or repealing any section of the Rules and Regulations will require an affirmative vote of a majority sixty-seven (67%) percent of the Unit Owners, voting in person or via proxy to which votes in the Association are allocated at a meeting duly held in accordance with the provision of the By-laws.

Our By-laws state in the Rules and Regulations, Section 6.04, in addition to the Standing Regulations, the Executive Board, subject to notice and comment from the association may also publish rules which have the same force and effect as the Regulations published herein which may be changed by the Executive Board without the approval of the Association.

In keeping with the responsibilities bestowed upon the Executive Board, we have created and shall enforce and revise, as needed, this set of Rules and Regulations. When a violation has been observed by a member of the Executive Board, we are bound by our governing documents and the Uniform Condominium Act of Pennsylvania to see that action is taken. Failure to do so could be considered discriminatory. Likewise, when a violation occurs, unit owners have an obligation to notify the Executive Board in writing. All correspondence coming to the Executive Board MUST BE SIGNED by the unit owner and provide specific details of the violations(s). An unsigned letter will not be dealt with, even though the report may have been justified; a verbal notification will be accepted by the Executive Board when there is an immediate need for action, although a written follow up could be requested.

Section B – Policies for the Collection of Fees

1. All condominium fees and assessments are due on the first (1st) day of the month in which they are due. All monies should be made payable to the Monarch Mills Condominium Association and mailed to Monarch Mills Condominium Association 96 S. George Street Suite 210 York, PA 17401 or dropped in the drop box in the parking garage. Payments must be made via check or money order – NO CASH PLEASE.
2. When condominium fees, assessments and/or penalties are not received by, or are postmarked after the fifth (5th) day of the month in which they are due, a late charge of five per cent (5%) will be assessed. After thirty (30) days and each subsequent thirty (30) days, interest will be charged at the rate of fifteen per cent (15%) per annum to all monies due the Association. A letter will be sent notifying the unit owner of the delinquency and all subsequent charges.
3. The Association holds an automatic lien (although it be non-recorded) against any unit for assessments and/or fines due the Association, subject to the Uniform Condominium Act of Pennsylvania. After the total amount of unpaid assessments and/or penalties exceeds an amount equal to three (3) times the monthly assessment, a lien against the unit(s) may be filed in the office of the Recorder of Deeds for York County.
4. All legal fees, interest, and/or other fees incurred by the Association or its agents for the collection of delinquent fees will be assessed against the delinquent unit owner. All fees are deemed to be payable on demand.
5. Any check that is returned for insufficient funds will result in the bank's charges being passed on to the unit owner. After a second (2nd) occurrence, NO PERSONAL CHECKS WILL BE ACCEPTED UNLESS CERTIFIED. Any check that is not redeemed within thirty (30) days will be turned over to a District Magistrate for criminal prosecution.

Section C – Policies on Building Exterior

1. All damages to the common or limited common elements determined to be caused by the actions of an owner, resident, tenant or guest shall be paid to MMCA by the owner of the unit.
2. A unit owner/resident may not cause anything to be attached, hung, displayed or placed on the exterior surfaces of any building without the prior written consent of the Executive Board.
3. Exception to Rule #2, placing decorations on or around the exterior of a unit for the "Holiday Season" shall be permitted in keeping with the following guidelines:
 - a) Wreaths and other holiday decorations may be displayed on the front door.

4. Prior to performing any maintenance or structural changes on the exterior of a unit, the unit owner must secure the written approval of the Executive Board. If permission is granted, a set of specifications must be provided and must be followed.
5. Unit owners/residents may not remove the window panes and/or screens from the windows except for the purpose of cleaning.
6. All entrance doors are required to be on the master key system. If the board finds that a unit owner's door lock has been changed and is not on the master key system, once the unit owner has received notification from the board or property manager your lock must be put back on the master key system within 30 days.
7. Agents of the MMCA and/or contractor(s) authorized by the Association may enter any unit at any reasonable time to inspect such unit in case of an emergency, and when not in an emergency with pre-arrangements with the unit owner/resident.
8. Except for emergency repairs, no contractor employed by a unit owner/resident will be permitted to perform any work between the hours of 9:00 pm and 7:00 am or on Sundays or legal holidays.
9. No individual(s) shall go upon the roof without the consent of the Executive Board.
10. Unit owners/residents must cooperate with all contractors employed by the Executive Board to perform the necessary maintenance on the building/common and limited common elements.
11. No outside antennas or dish receivers are permitted.

Section D – Policies on the use of the grounds and common areas

1. The walkways, greens, entrances and other common areas around the building may not be obstructed as to hinder the ingress or egress from any unit. Unit owners/residents are responsible for keeping contiguous common elements and limited common elements around their units to which he/she has sole use in a neat and orderly fashion at all times.
2. The Executive Board has no authority over domestic disputes or public disturbances. In cases of excessive noise or disruptive behavior, a call to 911 will obtain assistance from the York City Police.
3. Individuals may not play in the garage, or in the planted beds or trees throughout the complex. Rollerblading, bicycling and skate boarding will not be permitted anywhere in the complex.
4. The MMCA is responsible to maintain the trees and shrubs in the common element(s).

Therefore, no one may add, remove or replace any trees or shrubs without the written permission of the Executive Board.

5. All refuse shall be placed in the containers provided by the trash collector.
6. No soliciting is permitted on the property of Monarch Mills Condominiums. This includes unit owners, residents and guests, as well as outside individuals and business firms. Should a solicitor approach you, you should ask the person(s) to leave or call 911 to summon assistance from the York City Police.
7. Moving furniture is permitted to and from the condominiums between the hours of 8am to 9pm.
8. It is requested that owners report any questionable running water or noise that may be heard in the walls or floors.
9. No tampering with sprinkler, fire or smoke systems is permitted.
10. 70% carpeting on pad is required on hardwood floors throughout the condominiums.
11. No kerosene, catalytic type of secondary heating systems are permitted.
12. No Waterbeds.
13. Barbeque is supplied and used in the courtyard only.
14. No Garbage Disposals are permitted.
15. Any construction within your condominium – the executive board must be notified along with the property manager and all proper permits and inspections must be obtained by the unit owner. The unit owner must also provide the executive board with copies of permits, inspections, Certificate of Occupancy and approved plans.

Section E – Policies on pet ownership

1. Pets are defined as dogs, cats, birds and small caged domesticated animals. Exotic pets such as snakes, lion cubs, large birds, skunks, etc. are not permitted.
2. A unit owner/resident may own dog(s) or cat(s) in any combination that equal two (2).
3. Any new dogs or cats coming into the complex will be limited in size to a weight not to exceed thirty-five (35) pounds.
4. Dogs that become obnoxious to other residents by excessive barking or other action will not be tolerated.

5. Any pet(s), when taken outside of a unit into the common areas, must be carried or on a leash at all times. The pet(s) must be under the control of responsible individual at all times when outside of any unit. The housing of any pet on the outside of a unit is not permitted.
6. Dogs and cats must be registered with MMCA within five (5) days after having been moved into any unit. The registration must be on a form provided by MMCA and will show:
 - a. The breed of the animal(s).
 - b. The coloration of the animal(s).
 - c. Weight & height of the animal(s).
 - d. Name of the animal(s).
7. Owners of dogs and cats may not “curb” their animals on any portion of the condominium property except for the area that has been designated by the Association as the “pet exercise” area. To avoid an accident(s), it is suggested that pets not be walked in the courtyard area. “Pet exercise” areas are those areas located at the end of the courtyard near Maryland Ave..
8. Pet owners must immediately clean up after their pets and discard the refuse within the trash cans provided or the dumpsters.
9. The Executive Board reserves the right to remove any pet from the property for a violation of the policies stated above.
10. The unit owner is responsible for any damages caused by their pet(s).

Section F – Policies on Parking & Traffic

1. MMCA will assume no liability for any vehicle damage while parked on the property.
2. All unit owners, their families, guest, visitors, employees and agents, must obey all traffic regulations promulgated from time to time by MMCA. Driving in a reckless manner will not be permitted at anytime.
3. Any vehicles belonging to a resident may only be parked in the garage or designated parking areas. No parking is allowed anywhere else on the property.
4. The parking areas are for standard vehicles only. No boats or trailers are allowed on the property. No vehicle that exceeds the size of a standard parking space may park except for loading and unloading.
5. All vehicles parked in the parking garage must be mechanically sound and legally operable.

6. No repair to a vehicle, except in the case of an emergency, will be permitted on the property.
7. The MMCA has the right, but not the obligation, to tow and store, at the expense of the owner, any motor vehicle which is improperly parked.
8. Car washing is not permitted.
9. Only two cars per residential condominium are allowed to park in the parking garage.

Section G – Policies on Leasing & Resale of units

1. A leased unit is considered to be one that is occupied by any person(s) other than the owner(s) of record as listed in the office of the Recorder of Deeds for York County.
2. Leases must be written for a minimum term of twelve (12) consecutive months, and may only be written between the unit owner(s) and the person(s) who will occupy the unit. The subleasing of a unit by any person will not be permitted.
3. Prior to the execution of a lease, the unit owner(s) or agent must secure a current set of condominium documents at a cost of \$15.00 per set. These documents can be obtained by calling the Executive Board or Property Manager. The fee is to be paid to MMCA when the documents are picked up from the Executive Board. These documents must be provided to, reviewed with, and accepted by the tenant(s).
4. A signed copy of the application and lease or renewal thereof, and a copy of the “ACKNOWLEDGMENT OF CODE OF REGULATIONS” signed by the tenant(s) must be filed with MMCA by the unit owner or agent. The documents should be mailed to the Property Manager for MMCA at 96 S. George Street Suite 210 York, PA 17401 within five (5) business days (including date of postmark) of the execution of said lease.
5. During the time that any lease is in force, the unit owner(s) will remain ultimately responsible for their tenant(s), including the payment of any penalties or damages having been imposed for rule violations.
6. Posting of “For Sale/For Rent” signs inside or outside of any unit will not be permitted. During the hours of a scheduled “Open House,” a Realtor may display his/her sign that advertises the “Open House.” Lockboxes will not be permitted, agent must keep a copy of the unit keys at their office for showing purposes.
7. Prior to the resale of a unit, the unit owner(s) or agent must secure a current set of condominium documents, that also includes a “Certificate of Resale,” at a cost of \$15.00 per set. These documents can be obtained by calling the property manager for MMCA. The fee is to be paid to MMCA when the documents are picked up from the manager. These documents must be provided to, reviewed with, and accepted by the prospective buyer(s).

8. A new unit owner must file a signed copy of the “ACKNOWLEDGMENT OF CODE OF REGULATIONS” with MMCA within five (5) business days of settlement. This document can be mailed to the Property Manager of MMCA at 96 S. George Street Suite 210, York, PA 17401.
9. A new unit owner shall, at the time of settlement, pay to Monarch Mills Condominium Association, a sum of money equal to the estimated common expense for the unit for three (3) months for the purpose of establishing a reserve account.

Section H – Policies on Violations, Penalties and Right of Appeal

1. When a violation occurs, unit owners have an obligation to notify the Executive Board in writing of such a violation(s). All correspondence coming to the Executive Board **MUST BE SIGNED** by the unit owner and provide specific details of the violation(s). An unsigned letter or verbal notification(s) will not be dealt with, even though the report may have been justified.
2. A violation of any of the Rules and Regulations is deemed to be an offense for which a fine may be levied. All penalties, unless otherwise stated, will be levied in accordance with the following schedule:
 - a. 1st Offense – A letter of warning will be sent from the Executive Board citing the violation and requesting immediate compliance. For violations beyond the first offense, the unit owner(s) will receive a certified letter from the Executive Board, citing the violation, the appropriate penalty and requesting immediate compliance.
 - b. 2nd Offense - \$50.00 fine
 - c. 3rd Offense - \$100.00 fine
 - d. All Subsequent Offenses - \$200.00 fine
3. The amount of any fine to be levied will be determined after having reviewed an offender’s record of violations of a given rule for the previous six (6) months.
4. The noncompliance by a unit owner/resident within fifteen (15) days after being notified of the violation will constitute an additional violation that will carry the appropriate penalty.
5. A unit owner will have fifteen (15) days from the date of notification to pay the fine or appeal the violation by petitioning MMCA Executive Board in writing for a hearing. The Executive Board will schedule hearings as needed. After reviewing all available information relative to the matter, MMCA Executive Board will have seven (7) days to render a decision and notify the unit owner(s). The decision may only affirm or negate the imposition of a penalty. MMCA Executive Board may not increase or decrease the amount of the original penalty assessed. Following the hearing notification, a unit owner has fifteen (15) days to pay any fine that has been affirmed.
6. Failure to pay any fine(s) levied against a unit owner may result in the following:
 - a. Outstanding fines may be turned over to the local district magistrate for

collection. In addition to the fine(s), the unit owner will assume the Administrative cost of any action.

- b. The Association holds an automatic lien (although it be non-recorded) against any unit for assessments and/or fines due the Association. The Association may elect to record the lien against the property in the Recorder of Deeds office for York County. This lien will be removed only after all fines and all costs have been paid. All costs associated with the placement and the removal of such lien will be the responsibility of the unit owner. All legal fees, interest, and/or other fees incurred by the Association or its agents for the collection of delinquent fees will be assessed against the delinquent unit owner. All fees are deemed to be payable on demand.

A LETTER OF WARNING

Dear: _____

Unit #: _____

Date of Notification: _____

On behalf of MMCA, I have received a complaint(s) from a resident(s) of Monarch Mills asking that I investigate a possible violation(s) of the Rules and Regulations.

The complaint(s) as filed is based upon the following incident or condition which existed or continued to exist with respect to your unit and/or it's occupants.

After reviewing Section _____, Paragraph _____ of the Monarch Mills Condominium Association Rules and Regulations, it is believed that you are in violation. Acting on behalf of the Executive Board that represents the residents of Monarch Mills, I am asking that you take immediate action to comply with the Rules & Regulations.

As this is your first violation of this rule during the past six (6) months, NO FINE WILL BE LEVIED. However, your non-compliance within fifteen (15) days will constitute an additional violation that will carry the appropriate penalty.

It is recognized that regulations may place limits on an individual(s) actions; however, they were designed to ensure that all residents living at Monarch Mills will enjoy a quiet, high quality lifestyle.

Thank you for your cooperation in this matter.

Sincerely,

President, MMCA

A LETTER OF VIOLATION

Dear: _____

Unit #: _____

Date of Notification: _____

On behalf of the Monarch Mills Condominium Association, I have received a complaint(s) from a resident(s) of Monarch Mills asking that I investigate a possible violation(s) of the Rules and Regulations.

The complaint(s) as filed is based upon the following incident or condition which existed or continued to exist with respect to your unit and/or its occupants.

After review Section _____, Paragraph _____ of Monarch Mills Condominium Association's Rules and Regulations, it is believed that you are in violation. Acting on behalf of the Executive Board that represents the residents of Monarch Mills, I am asking that you take immediate action to comply with the Rules and Regulations.

As this is your _____ violation of this rule within the past six (6) months, a fine in the amount of _____ is being levied. You will be expected to pay the fine, or file a request for a hearing within fifteen (15) days. Your non-compliance after fifteen (15) days will constitute an additional violation that will carry the appropriate penalty.

I recognize these regulations may place limits on an individual(s) actions; however, they were designed to ensure that all residents living at Monarch Mills will enjoy a quiet, high quality lifestyle.

Sincerely,

President, MMCA

PET REGISTRATION FORM

Name: _____

Unit #: _____

Date: _____

Section E, paragraph #6 of the Rules and Regulations require owners of dogs and cats to register their pets with Monarch Mills Condominium Association within five (5) days after having moved the pet into any unit. A unit owner who may be leasing their unit(s) will be responsible to see this information is provided to the Association on behalf of their tenants.

| | Pet # 1 | Pet #2 |
|-------------------------|---------|--------|
| a. Breed of animal | _____ | _____ |
| b. Coloration of animal | _____ | _____ |
| c. Height of animal | _____ | _____ |
| d. Weight of animal | _____ | _____ |
| e. Name of animal | _____ | _____ |

Signature : _____

Mail or give the completed Pet Registration Form to MMCA at 96 S. George Street Suite 210 York, PA 17401.

Date received by MMCA: _____

NEW OWNER/RESIDENT

ACKNOWLEDGMENT OF CODE OF REGULATIONS

All present and future owners, co-owners, tenants, and future tenant, their guests, licensees, servants, agents, employees and persons permitted to use the facilities of Monarch Mills, shall be subject to the Declaration, By-laws, and the Rules and Regulations issued by the Declarant or the Executive Board to govern the conduct of its members. Acquisition, rental or occupancy of any unit(s) in Monarch Mills shall constitute an acknowledgment that the owners, co-owners, tenants or occupants have accepted and ratified this code, the provisions of the Declaration, By-laws and Rules and Regulations of MMCA and will comply with them.

I/we, _____, the new owner(s)/resident(s) of Unit # _____, Monarch Mills, York, PA do hereby affirm that this _____ day of _____, 20__ have been given a current set of Rules and Regulations and have been presented with the concept of “condominium living” and the obligations and responsibilities contained therein.

By affixing my/our signature(s) below, I/we do hereby attest to the statements above and accept all obligations and responsibilities, whether expressed or implied.

Unit Owner Signature

Tenant Signature

Unit Owner Signature

Tenant Signature

Date Received by MMCA: _____