

North Shippen Place Condominium Association
231 & 247 N. Shippen Street
Lancaster, PA 17602

Rules & Regulations

For

The North Shippen Place Condominium Association (NSPCA)

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North Shippen Place Condominium Association Rules and Regulations

The following rules and regulations adopted by the Executive Board on 9/12/14 (date), together with such additional rules and regulations as may hereafter be adopted by the Executive Board, shall govern the use of all Units, Common Elements and Limited Common Elements and the conduct of all Unit Owners and occupants thereof.

In each instance where approval or other action by the Executive Board is required, authority may be delegated by resolution of the Executive Board to an officer of the Association or the Property Manager.

Section A: Introduction to the Rules and Regulations

The Rules and Regulations of The North Shippen Place Condominium Association (NSPCA) have been developed to provide for the safety of units owners, residents, and guests, to preserve an attractive appearance and to maintain property values at North Shippen.

The North Shippen Place Condominium Association Bylaws empower the Executive Board acting in good faith on behalf of the unit owners, with the following responsibilities:

1. 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.
2. Exercise such other powers as may be appropriate to the performance of their duties.

In keeping with the responsibilities bestowed upon the Executive Board, the Board has created, shall enforce, and revise, as needed, this set of Rules and Regulations.

Changes to Rules and Regulations

By Unit Owners

1. 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.
2. Any member of the Association may distribute a petition requesting that a change be made in the Rules and Regulations.
 - a. Upon a 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.
 - b. If a petition is received within forty-five (45) days of the annual meeting, the petition will be considered at the respective meeting.
3. All Unit Owners shall abide by the Declaration and Bylaws of the Association, including without limitation, the following provisions.

Section B: Building and Exterior Maintenance

1. Signs, advertising or other displays may be maintained or permitted on any part of the Property or Unit only with the prior written permission of the Executive Board and Historic Preservation Group of Lancaster.
 - a. Commercial condominiums may place one 8"x16" sign on the exterior brick wall at the entrance of their condominium. All signs must be approved by the condominium board prior to installation.
 - b. Commercial condominiums may place one 8"x36" sign on the brick wall at the entrance to the parking lot. All signs must be approved by the condominium board prior to installation.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the property, or contents thereof, applicable uses otherwise permitted, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in its Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. Each Unit Owner shall comply with all applicable zoning and other legal requirements and obtain all necessary permits and licenses required for lawful use of its Unit, and at the request of the Executive Board, shall submit written evidence of compliance therewith, including without limitation, copies of such permits, licenses and related documents.
3. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any Unit, the Building or on the Property. No sign, awning, canopy, shutter, radio or television antenna or device shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board, which consent shall not be unreasonably withheld.
 - a. Exception: Placing decorations on or around the exterior of a unit for the "Holiday Season" shall be permitted in keeping with the following guideline:
Wreath and other holiday decorations may be displayed on the front door.
4. No noxious or offensive activity shall be carried on in the Common Elements or in any Unit which adversely affects the use of the Common Elements or any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become a nuisance to the other Unit Owners or occupants, all as may be reasonably determined by the Executive Board.
5. No Unit Owner shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the plumbing system without the prior written consent of the Executive Board.
6. All damages to the common areas determined to be caused by the actions of an owner, resident, tenant or guest shall be paid to NSPCA by the owner of the unit.

7. The window sashes and sills are the responsibility of the unit owner. If you need to repair or replace your window sash, it must be replaced with a wood window following the specs of the Historic Preservation Group of Lancaster.
8. 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. If an owner should replace the door hardware it must be replaced with hardware that is the same style and color to match the rest of the building.
9. Replacement entrance door keys can be purchased for \$15 per key. Rate can change at any time. Payment must be received before you will receive the new key.
10. Agents of NSPCA 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.
11. 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 p.m. and 7:00 a.m. or on Sundays or legal holidays.
12. No individual(s) shall go upon the roof without the written consent of the Executive Board.
13. 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.
14. No outside antennas or dish receivers are permitted.
15. It is the unit owner's responsibility to have their dryer vents cleaned on a yearly basis. The Executive board has the right to ask to see a receipt of this work completed.

Section C: Unit Owner Responsibilities

1. Unit Owners, residents & guest will not:
 - a. Use any portion of the Building for any purpose other than that for which it is intended, or in a manner which may cause damage to the Building or to property of others located therein, or which may interfere with the comfort or convenience of others using the Building.
 - b. Place or store anything in the Common Areas.
 - c. Mark, paint, drill into or otherwise damage or deface any part of a Unit which might affect the Common Areas.
 - d. Leave or keep any bicycles, vehicles in common areas except in such places as the Executive Board may designate for that purpose.
 - e. Add to or change any locks in a Unit without notifying the Executive Board in advance and make sure that these locks will be keyed to our master key system.
 - f. Use a Unit for any immoral or illegal purpose.
 - g. Store flammable items i.e...paint, paint remover, gas, oil etc...within their condominiums.
 - h. Store any motorized vehicles within their condominiums.

2. The North Shippen Place Condominiums are in a secure building to ensure the protection of its residents and commercial tenants. To remain a secure building it is critical that unit owners, residents, tenants, employees, guests, or invitees follow the following procedures.
 - a. All doors to the building must remain closed.
 - b. Anyone accessing the building must use their entrance door key or dial the appropriate unit number.
 - c. Accompany all of your guests or invitees into the building and from the building, as you are responsible for their actions while they are inside North Shippen Place Condominiums.
 - d. If anyone you do not know wants to gain access to the building, dial the unit they are to be visiting. Do not let them into the building, if there is no answer or the individual does not confirm their identity as their guest or invitee.
 - e. If anyone you do not know is wandering the building, all unit owners and tenants have an obligation to determine their destination; if no destination is provided, call 911.
 - f. Any violation of these security procedures will be found to be an offense of these rules and regulations, subject to the assessment of fines as described in Section H.
 - g. Any and all damages to the common areas determined to be caused by the actions or inactions of an owner, resident, tenant, employee, guest, or invitee shall be paid by the Unit Owner to NSPCA.
 - h. Unit Owner will make sure the exterior doors lock behind them before leaving the premises.
3. No one will be allowed on the roof of the Building except for roofing contractors hired by the Executive Board or HVAC contractors hired by the unit owners. These contractors must have proof of insurance. All other must have written consent by the Executive Board in writing.
4. The carrying in or out of furniture or other bulky material may be restricted by the Executive Board to hours of 8 a.m. to 9 p.m. when the inconvenience caused to other owners will be minimized.
5. The sidewalks, lobbies, passages, elevators, stairways and other Common Areas shall not be obstructed by Unit Owner or used for any purpose other than ingress and egress from and to a Unit.
6. The toilet rooms, water closets, sinks, faucets, plumbing or other service apparatus of any kind shall not be used by Unit Owner for any purposes other than those for which they were designed and installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith by a Unit Owner.
7. If any Unit Owner desires to install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices, the Executive Board shall direct where and how the same are to be placed, and except as so directed, no installation, boring or cutting shall be permitted. The Executive Board shall have the right to prevent and to cut off the transmission of excessive or dangerous current of electricity, power surges or annoyances into or through the Building or any Unit and to require the changing of

wiring connections or layout at Unit Owner's expense, to the extent that Executive Board may deem necessary, and further to require compliance with such reasonable rules as Executive Board may establish relating thereto, and in the event of non-compliance with the requirements or rules, Executive Board shall have the right immediately to cut wiring or do what it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the building. All wires installed by a Unit Owner must be clearly tagged at the distributing boards and junction boxes and elsewhere where required by Executive Board, with the number of the Unit to which said wires lead, and the purpose for which the wires respectively are used, together with the name of the concern, if any, operating same. A Unit Owner shall not engage in any activity which may cause unusual noise or vibration in the building.

8. No furniture, packages, equipment, supplies or merchandise of a Unit Owner will be received in the Building, or carried up or down in the elevators or stairways, except during such hours as shall be designated by the Executive Board, and Executive Board in all cases shall also have the exclusive right to prescribe the method and manner in which the same shall be brought in or taken out of the Building. The Executive Board shall in all cases have the right to exclude from the Building heavy furniture, safes, and other articles which may be hazardous or to require them to be located at designated places in the Unit. The cost of repairing any damage to the Common Elements or Limited Common Elements or any other Units caused by taking in or out furniture, safes or any other articles, or any damage caused while the same are in a Unit, shall be paid by the applicable Unit Owner.
9. Unit Owners may not use any other method of heating or air conditioning other than your heat pump. No kerosene, catalytic type of secondary heating systems are permitted.

Section D: Policies Regarding Use of Grounds and Common Areas

1. Smoking is prohibited in all elevators and common hallways.
2. The Executive Board has no authority over domestic disputes or public disturbances. In cases of excessive noise or disruptive behavior, a unit owner or tenant has the obligation to call 911 to obtain assistance from the Lancaster City Police.
3. Individuals may not play in the parking lot, 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 NSPCA 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. No trash is to be placed in the common hallways.
6. No soliciting is permitted on the property of North Shippen Place 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 Lancaster City Police.
7. It is requested that owners report any questionable running water or noise that may be heard in the walls or floors.

8. No tampering with sprinkler, fire, or smoke systems is permitted.
9. Seventy (70%) percent carpeting on pad is required on hardwood floors throughout the condominiums.
10. No waterbeds.
11. 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: Condominium Association Fees and 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 payments should be made payable to the North Shippen Place Condominium Association. Mail payments to North Shippen Place **Condominium Association, 96 S. George Street, Suite 210, York, Pennsylvania, 17401** or drop payment in the drop box located in the lobby.
2. When condominium fees, assessments, and/or penalties are not received by the tenth (10th) day of the month in which they are due, a late charge of five percent (5%) will be assessed on any outstanding balance.
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 the Unit Owner. After a second (2nd) occurrence, **NO PERSONAL CHECKS WILL BE ACCEPTED UNLESS CERTIFIED.**
6. Any owner carrying a balance over \$250 will lose parking privileges. The owner and/or their tenants are at risk of being towed if found in the parking lot.

Section F: Pet Ownership Policy

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 or residents may own dog(s) or cat(s) in any combination that equal two (2) pets. Birds and small caged domesticated animals are not included in the two (2) pet count but the number of these types of pets should be kept to a minimum to maintain the quiet enjoyment of the property for all unit owners.
3. Dogs that become obnoxious to other residents by excessive barking or other action will not be tolerated.

4. 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 individuals at all times when outside of any unit. The housing of any pet on the outside of a unit is not permitted.
5. Dogs and cats must be registered with NSPCA within five (15) days after having been moved into any unit. The registration must be on a form provided by NSPCA and will show.
 - a. The breed of the animal(s)
 - b. The coloration of the animal(s)
 - c. Weight and height of the animal(s)
 - d. Name of the animal(s)
6. Pet owners must immediately clean up after their pets and discard the refuse within the dumpsters.
7. The Executive Board reserves the right to remove any pet from the property for a violation of the policies stated above.
8. The Unit Owner is responsible for any damages caused by their pets.
9. Unit Owners must make sure all pets have current licenses and vaccinations.

Section G: Vehicle and Parking Policies

1. NSPCA will assume no liability for any vehicle damage while parked on the property.
2. All unit owners, their families, guests, visitors, employees, or agents, must obey all vehicle and parking policies and regulations promulgated from time to time by NSPCA.
3. Driving in a reckless manner will not be permitted at any time.
4. The parking areas are for standard vehicles only. No boats, trailers or PODS are allowed on the property. No vehicle that exceeds the size of a standard parking space may park except for loading or unloading.
5. All vehicles parked in the parking lot must be mechanically sound and legally operable including current inspection and registration.
6. No repair and/or maintenance to a vehicle, except in the case of an emergency, will be permitted on the property.
7. NSPCA 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 condominium are allowed to park in the lot. Each condo was given two parking tags. These tags are to be hung from your rear view mirror at all times. If you need a replacement tag you must notify management. The cost of a new tag is \$100. If you do not have your parking tag displayed in your vehicle you are at risk of being towed. Parking tags will be enforced during the hours of Monday through Friday from 5:30pm to 7:00am and all weekend.

10. You will be given one warning notice from the Executive Board before towing. Towing may occur 24 hours after this notice has been placed on your vehicle.

Section H: Leasing and Resale of Units

1. 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. Subleasing of a unit by any person will not be permitted.
2. Prior to the execution of a lease, the unit owner(s) or agent must secure a current set of condominium documents and rules and regulations at a cost of \$20.00 per set (This fee is subject to change at any time). These documents can be obtained by calling the Executive Board or Property Manager. The fee is to be paid to NSPCA prior to receiving the documents. These documents must be provided to, reviewed with, and accepted by the tenant(s).
3. 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 NSPCA by the unit owner or agent. The documents should be mailed to the Property Manager for NSPCA at 96 South George Street, Suite 210, York, PA 17401, within five (5) business days of the execution of said lease.
4. 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.
5. 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 or her sign that advertises the "Open House." Lockboxes will only be permitted on the metal bar under the townhouses supplied by the Executive Board.
6. Prior to the resale of a unit, the Unit Owner or agent must secure a current set of condominium documents and rules and regulations, which also includes a "Certificate of Resale," at a cost of \$100.00 per set. These documents can be obtained by calling the property manager for NSPCA. The fee is to be paid to NSPCA at the time of settlement. These documents must be provided to, reviewed with, and accepted by the prospective buyer(s). If the settlement date should be rescheduled and the resale certificate has to be rewritten the seller will be charged an additional \$50.00 also to be paid at settlement.
7. A new unit owner must file a signed copy of the "ACKNOWLEDGMENT OF CODE OF REGULATIONS" with NSPCA within five (5) business days of settlement. This document can be mailed to the Property Manager of NSPCA at 96 South George Street, Suite 210, York, PA 17401.
8. A new unit owner shall, at the time of closing or Settlement, pay to North Shippen Place 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 I: Violations, Penalties, and Right of Appeal

1. These rules and regulations are not intended to give any Unit Owner any rights or claims in the event that the Executive Board does not enforce them against other Unit Owners

- or if the Executive Board does not have the right to enforce them against any other Unit Owners or occupants and such non-enforcement will not constitute a waiver as to any Unit Owner.
2. When violations are observed by a member of the Executive Board or Management, the governing documents and the Uniform Condominium Act of Pennsylvania mandate that action is taken. Failure to do so could be considered a discriminatory action.
 3. Similarly, 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 violation(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.
 - a. 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:
 - i. 1st Offense: A letter of warning will be sent from the Executive Board or Management 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 or Management, citing the violation, the appropriate penalty and requesting immediate compliance.
 - ii. 2nd Offense: \$100.00 fine
 - iii. 3rd Offense: \$500.00 fine
 - iv. All Subsequent Offenses: \$1,000.00 fine
 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. Failure to pay any fine(s) levied against a unit owner may result in the following:
 - a. You will lose any parking privileges. Your vehicle may be towed if found in the parking lot.
 - b. 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.
 - c. The Association holds an automatic lien (although it be non-recorded) against any unit for assessments and/or fines due to 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.