

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

Rules & Regulations
for
The Monarch Mills Condominium Association (MMCA)

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Monarch Mills Condominium Association Rules and Regulations

The following rules and regulations adopted by the Executive Board on _____ (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 Monarch Mills Condominium Association (MMCA) 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 Monarch Mills.

The Monarch Mills Condominium Association 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

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

- (a) 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.
- (b) Any member of the Association may distribute a petition requesting that a change be made in the Rules and Regulations.
 - 1. 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.
 - 2. If a petition is received within forty-five (45) days of the annual meeting, the petition will be considered at the respective meeting.

- (c) Amending or repealing any section of the Rules and Regulations will require an affirmative vote of a majority of 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. Reference Bylaws sections 5.07 and 5.08.

By Executive Board

MMCA's Bylaws state in 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.

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

- (a) Subject to other requirements of record, 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. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements.
- (b) There shall be no obstruction of the Common Elements or Limited Common Elements nor shall anything be stored in the Common Elements or Limited Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the Rules and Regulations of the Executive Board.
- (c) 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. No waste shall be committed in the Common Elements. 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. Rental licenses must be obtained from the City of York annually.
- (d) 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 and 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.

- (1) 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.
- (e) No noxious or offensive activity shall be carried on in the Common Elements or in any Unit which adversely affects 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.
- (f) No Unit Owner shall overload the electric wiring in the Building, or 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 heating system or plumbing system without the prior written consent of the Executive Board. Installation, removal, reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, all or any part of which is located outside an interior partition of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by a Unit Owner or by the Executive Board (under the same procedures utilized for Common Elements) shall be borne by the Unit Owner of the Unit benefitted thereby. The foregoing provisions of this subparagraph (f) shall be subject to the right of the Declarant to take all action reasonably required for the initial fit-out of any Unit.
- (g) All damages to the common or limited common elements determined to be caused by the actions of an owner, resident, tenant, contractor, or guest shall be paid to MMCA by the owner of the unit.
- (h) 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.
- (i) Unit owners/residents may not remove the window panes and/or screens from the windows except for the purpose of cleaning.
- (j) 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 you lock must be put back on the master key system within 30 days.

- (k) Agents of 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.
- (l) 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.
- (m) No individual(s) shall go upon the roof without the written consent of the management.
- (n) 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.
- (o) No outside antennas or dish receivers are permitted.

Section C: Unit Owner Responsibilities

1. Unit Owners will not, and will not permit any occupant of a Unit to:

- (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 or on the Common Elements or Limited Common Elements.
- (c) Mark, paint, drill into or otherwise damage or deface any part of a Unit which might affect the Common Elements or Limited Common Elements.
- (d) Permit bicycles, vehicles or conveyances, in the Common Elements or Limited Common Elements 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 providing a pass key for use by the Property Manager.
- (f) Abuse or misuse the lavatory or toilet facilities in the Common Elements or Limited Common Elements.
- (g) Cook or prepare food in a Unit unless an operable kitchen is installed therein and such activities are confined to that area.
- (i) Use a Unit for any immoral or illegal purpose.
- (j) Use any advertising or take any other action which in the Executive Board's reasonable judgment might tend to affect adversely the reputation of the Association and the desirability of the Condominium.

2. The Monarch Mills Condominium is 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 security card 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 the Monarch Mills Condominium.
 - 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 I.
 - g. Any and all damages to the common or limited common elements 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 MMCA.
3. Unit Owner will not throw or place anything in the Common Elements or Limited Common Elements unless such element is designated for that purpose by the Executive Board. No one will be allowed on the roof of the Building except as authorized by the Executive Board in writing.
4. Persons may be excluded from the Building unless they show a valid building pass or they are escorted into the Building by an owner, resident or tenant that they are visiting.
5. Unit Owner will lock outer doors before leaving a Unit at the end of each day.
6. 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.
7. The sidewalks, lobbies, passages, elevators, stairways and other Common Elements or Limited Common Elements, shall not be obstructed by Unit Owner or used for any purpose other than ingress and egress from and to a Unit. The Executive Board shall in all cases retain the right to control or prevent access thereto of all persons whose presence, in the judgment of the Executive Board, shall be prejudicial to the safety, peace, character or reputation of the Condominium or of any of the Unit Owners.
8. 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 or

left by a Unit Owner in the lobbies, passages, elevators, stairways or other Common Elements or Limited Common Elements.

9. Nothing shall be placed by Unit Owner on the outside of a Unit or the Building or on its window sills or projections. Skylights, windows, doors and transoms shall not be covered or obstructed by a Unit Owner, and no window shades, blinds, curtains, screens, storm windows, awnings or other materials shall be installed or placed on any of the windows or in any of the window spaces, except as approved in writing by Executive Board.
10. No sign, lettering, insignia, advertisement or notice shall be inscribed, painted, installed or placed on any windows or in any window spaces or any other part of the outside of a Unit or the Building, unless first approved in writing by Executive Board.
11. In order that Units may be kept in a good state of preservation and cleanliness, only cleaning service contractors approved by the Executive Board shall be permitted to clean a Unit. The Executive Board shall not be responsible to any Unit Owner for any damage done to furniture or other effects of Unit Owner or others by any of Executive Board's employees, contractors, Property Manager or any other person, or for any loss of Unit Owner's employees, or for any loss of property of any kind in or from any Unit, however occurring.
12. 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.
13. 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.

14. Without the Executive Board's written consent, nothing shall be fastened to, nor shall holes be drilled or nails or screws driven into walls or partitions; nor shall walls or partitions be painted, papered or otherwise covered or moved in any way or marked or broken, nor shall any connection be made to electric wires for running fans or motors or other apparatus, devices or equipment; nor shall machinery of any kind other than customary items be allowed in the premises; nor shall Unit Owner use any other method of heating, air conditioning or air cooling than that provided by the Association. No mechanics shall be allowed to work in or about the Building or a Unit other than with the prior written consent of the Executive Board.

Section D: Policies Regarding Use of Grounds and Common Areas

1. Access to the Building may be obtained only on presentation of a valid Building pass. The Executive Board shall in no case have liability for the admission or exclusion of any person. In case of invasion, hostile attack, insurrection, mob violence, riot, public excitement or other commotion, explosion, fire or any casualty, Executive Board reserves the right to bar or limit access to the building for the safety of occupants or protection of property.
2. All building entrance doors are to kept locked and closed at all times.
3. Smoking is expressly prohibited in all elevators, hallways, common areas, and parking garage.
4. 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.
5. 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 York City Police.
6. 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.
7. 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.
8. All refuse shall be placed in the containers provided by the trash collector. If you have a large item, please call management to schedule pick up. Anyone who places an item that does not fit in the containers provided by the trash collector will be fined in accordance with Section I.
9. 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.

10. Moving furniture is permitted to and from the condominiums between the hours of 8:00 a.m. to 9:00 p.m.
11. It is requested that owners report any questionable running water or noise that may be heard in the walls or floors.
12. Any spills, urine, debris, or any other substances throughout the common areas caused or left by a tenant, unit owner, guest, invitee, must be cleaned up immediately.
13. No tampering with sprinkler, fire, or smoke systems is permitted.
14. Seventy (70%) percent carpeting on pad is required on hardwood floors throughout the condominiums.
15. No kerosene, catalytic type of secondary heating systems are permitted.
16. No waterbeds.
17. No fish tanks over 35 gallons.
18. Outdoor Cooking is supplied and only to be used in the designated area in the courtyard.
19. No garbage disposals are permitted within the condominiums.
20. 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. Contractor must be registered with the Commonwealth of Pennsylvania and provide a certificate of insurance. This information must be provided to the property manager before any work commences.
21. All Unit Owners, tenants, guests, invitees, children and pets are not permitted to throw objects, to stand on, enter by any means, or deface any of the water features within the common areas. No one is permitted to feed the fish in the pond in the Courtyard.
22. Any damages to any of the water features within the common areas shall be the sole responsibility of the Unit Owner who caused the damage including but not limited to the Unit Owner's tenants, guests, invitees, children, or pets.

23. The Monarch Mills Condominium Association or property management company is not responsible or liable for any accidents or damage to property of others caused by the water features within the common areas. The water features are solely for decorative purposes.
24. Any unreasonable or inappropriate conduct associated with the water features will result in a fine to the respective unit owner, including conduct of their tenants, guests, invitees, children, or pets. The rocks surrounding the water feature are not to be removed, moved from their original location, or thrown into the water features. See Section I for Fines and Consequences of actions.

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 Monarch Mills Condominium Association. Mail payments to Monarch Mills Condominium Association, 96 S. George Street, Suite 210, York, Pennsylvania, 17401 or drop payment in the drop box located in the parking garage.
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 percent (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 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 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 resident may own dog(s) or cat(s) in any combination that equal two (2) pets.
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. All pets are to be registered with the Association.
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 individuals 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 and 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 Avenue. See Section I for Fines and Consequences of actions.
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 pets.

Section G: Vehicle and Parking Policies

1. MMCA 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 MMCA. Driving in a reckless manner will not be permitted at any time.
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 exceeded the size of a standard parking space may park except for loading or 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 H: Leasing and 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 residential 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 \$40.00 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 South 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 schedule "Open House," a Realtor may display his or her sign that advertises the "Open

House.” Lockboxes will not 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 or agent must secure a current set of condominium documents, that also includes a “Certificate of Resale,” at a cost of \$75.00 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 South George Street, Suite 210, York, PA 17401.
9. A new unit owner shall, at the time of closing or 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 I: Violations, Penalties, and Right of Appeal

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.

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 be taken. Failure to do so could be considered a discriminatory action.

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 must be completed.

1. **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 or Management citing the violation and requesting compliance immediately, not to exceed five (5) days. 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.

- b. **2nd Offense:** \$100.00 fine
 - c. **3rd Offense:** \$500.00 fine
 - d. **All Subsequent Offenses:** \$1,000.00 fine
- 2. 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 one (1) year.
- 3. 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.
- 4. Failure to pay any fine(s) levied against a unit owner may result in the following:
 - a. Key cards and Mircom access will be shut off until fine is paid.
 - 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.