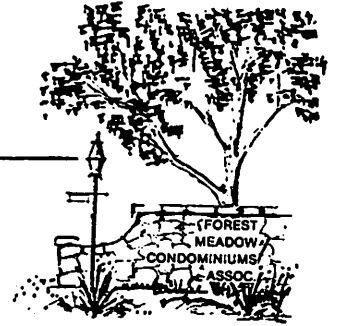


**Forest Meadow Condominium Assoc.**

Strayer Drive, Carlisle, PA 17013



## **RULES AND REGULATIONS**

This booklet is presented as a guide to condominium living in the Forest Meadow Condominiums. Based on the Condominium documents and on the Forest Meadow area Deed Restrictions, it is modeled on similar documents used in other condominium communities.

FINAL DRAFT SEPTEMBER 23, 1993  
REVEIWED OCTOBER 28, 1993 AT ANNUAL MEETING  
APPROVED BY THE BOARD DECEMBER 3, 1993  
REISSUED OCTOBER 1, 1997

EXECUTIVE BOARD  
FOREST MEADOW CONDOMINIUM ASSOCIATION

## GENERAL

The Forest Meadow Condominium was created on November 1, 1985 by the submission by the Declarant (William S. Todd and Marjorie A. Todd) of the planned real estate development to the Pennsylvania Uniform Condominium Act (hereafter, the UCA) of July 2, 1980; P.L. 296 (No. 82, 68 P.S. Section 3001 et seq.). Forest Meadow Condominium consists of and is limited to the 46 completed units located on Strayer Drive.

As provided in the UCA and in the Declaration, Forest Meadow Condominium is operated by the Forest Meadow Condominium Association, a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania. The members of the Association are the unit owners. As provided in the UCA and in the Association By-laws, operation of the Condominium is exercised through an Executive Board, elected by the Association Members on a one-vote per unit basis, of not less than 4 or more than 11 members. As provided by the By-laws, the Board elects the Association officers.

As provided in the Association By-laws, the Executive Board is empowered to employ a Managing Agent". Presently, the Board employs Property Management, Incorporated (PMI) of Lemoyne, PA to provide management duties for the Association.

The operation of Forest Meadow Condominium is governed and restricted by the UCA, the Declaration, the Condominium By-laws, and rules and regulations duly adopted by the Board, in that order.

The following loosely interpreted definitions may be of help in understanding the structure of Forest Meadow Condominium:

**Common Elements** - Common Elements can be defined simply as all parts of the Condominium that are not part of a Unit.

**Limited Common Elements** - Limited Common Elements are Common Elements to which a particular Unit enjoys exclusive use. Patios, fenced yards, garage doors, etc. represent this type of Common Element at Forest Meadow Condominium.

**Unit** - A portion of the Condominium designated for separate ownership. It is important to note that the Declaration provides that the Association shall have an easement for access to each Unit and Limited Common Element to the extent reasonably necessary for inspection, etc.

**Common Interest** - The UCA and the Declaration provide that each Unit possesses a "Common Interest in the Common Elements" which is inseparable from the Unit. The Common Interest is determined by the approximate square footage of living area within each Unit divided by the total living area in all Units, expressed as a percentage. The Common Interest is the basis for determining Common Expenses (Condominium Fees). However, voting rights are set on a one-vote per unit basis.

**Unit Boundaries** are defined as follows:

**Upper Boundary** - the plane formed by the lower surface of the studs and joists of the ceiling (in the case of a two-story area, the ceiling would be defined as the ceiling on the upper level).

Lower Boundary - the plane formed by the upper surface of the floor joists, or the upper surface of the concrete floor for those units so constructed (in the case of a two-story area, the floor would be defined as the floor on the lower level).

Vertical Boundaries - the plane formed by the inner surfaces of the studs in the outside walls or, in the case of a common wall between units, the plane formed by the surfaces of the studs and/or concrete blocks adjacent to the Unit.

Unit definition - Each Unit consists of:

- a) the area and space enclosed within the boundaries of the Unit
- b) (except as otherwise provided by the UCA or the Declaration) all interior partitions, the wall, floor and ceiling covering (i.e., the sheet-rock), mantels, moldings, baseboards, appliances and other fixtures, and improvements and equipment located within the boundaries of the Unit
- c) (whether or not within the boundaries of the Unit) all chimneys, ducts and flues serving the Unit exclusively and all electrical, plumbing, heating, ventilating and air conditioning machinery, equipment, fixtures, systems, appliances and installations serving the Unit exclusively
- d) the garage

Unit exclusions - Whether or not located within the boundaries of the Unit, no Unit includes:

- a) any structural element of the building, including foundations, load-bearing walls or exterior walls, party walls, columns, beams and girders, the roof, concrete floor slab, or joists or trusses
- b) any pipes, chimney, chute, flue, duct, pipe chase, conduit, wire, cable, line, meter or any other element of any utility machinery, equipment, system or facility which serves to deliver any utility service to two or more units or any portion of the Common Elements

## EXECUTIVE BOARD

An elected Board presently numbering 11 individuals manages Forest Meadow Condominium. The Board conducts its regular meetings in January, March, June and September, in addition to the Association Annual Meeting in October. Meetings normally start at 7:00 P.M. on the fourth Thursday of the indicated months, meeting in Board member homes volunteered for that purpose. Special meetings may be called as necessary to transact urgent business. In order that business be conducted as efficiently as possible, individuals who desire that a particular issue or topic be addressed should notify the Board in writing at least 10 days prior to the meeting. The Board asks that such notification be made through PMI.

Among other powers, the Executive Board has the power to manage the Condominium, including paying all Common Expenses, preparing and adopting an annual budget, fixing assessments for each Unit, engaging the services of a managing agent and other employees, making alterations, additions and improvements to the Common Elements and enforcing the Condominium Documents, including the collection of assessments, and promulgating rules and regulations governing the Condominium.

The Board is not a local police force, nor are they employees. All Unit owners are equally responsible for ensuring the long-term viability of Forest Meadow Condominium by complying with all the Condominium documents, including these rules and regulations. The Board urges that all Unit owners shoulder their share of the work involved in operating the Condominium.

RULES AND REGULATIONS  
FOR  
FOREST MEADOW CONDOMINIUM ASSOCIATION

A. COMMON ELEMENTS

1. The exterior of any Unit shall not be modified, painted or decorated in any manner without prior consent of the Board.

2. Changes in the foundation plantings and trees, or in the size and shape of the foundation garden areas are not permitted except by prior approval in writing by the Board. Annual flowers are permitted, but must be located so as not to interfere with mowing of the lawn. Vegetable gardens are not permitted, nor is the planting of ground covers.

3. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the residents of the Condominium. All-terrain vehicles, snowmobiles and motorcycles are specifically barred from the Common Elements.

4. No campers, boats, trailers, other recreational vehicles, commercial vehicles, school buses or unlicensed vehicles are permitted on the Common Elements, with the exception that pick-up or van service vehicles are permitted (so long as article 17 is observed) while maintenance work is being done.

5. Moving vans are not permitted on the Common Elements. They must park on Strayer Drive (parking on the grassed area is forbidden), and must load and unload through the front door. This rule is necessary due to very weak drives in several locations, and also to avoid having the vehicle drive on the lawn while trying to negotiate the narrow drives.

6. The owner responsible for the move shall pay for all damage to any Unit or to the Common Elements caused by the moving or carrying of any articles.

7. The lawn, walkway, and entrance in front of each Unit shall not be obstructed or used for any purpose other than entrance to/exit from the unit.

8. Baby carriages, scooters, bicycles or similar items, or toys or other personal articles shall not be allowed to stand in any of the common areas.

B. LIMITED COMMON ELEMENTS AND UNITS

1. Limited Common Elements shall be kept clean and orderly, and in a good sanitary condition. Planting and landscaping within patio areas shall be subject to such general rules and regulations as may be adopted by the Board.

2. Units and Limited Common Elements shall be kept as originally designed and constructed and shall not be modified by the addition or removal of any permanent structure, fixture, equipment or appliance of any kind without the express prior written consent of the Executive Board.

3. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Units, nor shall anything be projected out of any window in the Units without prior approval in writing by the Board.
4. No radio or television antenna shall be attached to or hung from the exterior of any Unit, nor shall free-standing antennas or satellite dish receivers be located in any part of the Common Elements or Limited Common Elements.
5. Units shall be kept in a good state of preservation, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.
6. All refuse must be put in plastic bags before deposit in the Condominium dumpsters. Note: Cat litter must be bagged. This is intended to reduce any loose debris from escaping from the dumpster, and to also reduce the likelihood that wet debris will stay in the dumpster when it is emptied.
7. All South Middleton ordinances pertaining to the recycling of newspapers, metal cans and glass or plastic bottles must be followed.

#### C. PERSONAL RESPONSIBILITIES

1. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the dwellings in the Condominium or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners or tenants.
2. No Unit owner shall permit any use of the Unit or of the Common Elements which will increase the rate of insurance upon the Condominium property.
3. No owner shall use, store or permit to be brought into the Units any volatile flammable liquids such as gasoline, naphtha, benzene, etc., explosives or articles commonly deemed hazardous without in each case obtaining written consent of the Board.
4. No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium.
5. Unit owners are not permitted to interfere with the work of contractors or their employees, except by calling PMI to register complaints.
6. No unit owner shall permit vehicles to be parked so as to obstruct driveway thoroughfares. Preferably, vehicles will be parked in the garages or alongside the garage doors, leaving the lawn side of the drives unobstructed. Where this is not sufficient, parking along Strayer Drive must be used, but parking on the grassed area is not permitted.
7. Any damage to the Common Elements by resident's children or their guests shall be repaired by the Board (PMI) at the expense of the Unit owner involved.
8. Maximum speed permitted on the Condominium drives is 5 mph, with lower limits where corners are located.

9. Unit owners are permitted to own common pets, which must be housed in the living quarters. Pets must be controlled so as not to inconvenience other Condominium residents. Dogs are not permitted on any of the Common Elements unless carried or on a leash. Owners must immediately clean up after their dogs. If a dog or other animal becomes obnoxious to other residents by barking or otherwise, the owner must correct the problem.

D. MANAGEMENT OF PROPERTY

1. Complaints regarding management of the Common Elements, or the actions of other unit owners, tenants or guests shall be made in writing to PMI. Rules and regulations apply equally to all residents, whether unit owners, tenants or guests.

E. BOARD CONTROL

1. Any consent or approval given by the Executive Board shall be revocable at any time by the Board, except that the Board will be responsible for any expense resulting from any change in approval.

F. UNIT OWNERSHIP

1. Unit owners may not dispose of their unit by sale or lease, except to another Unit owner in the Condominium, without approval of the Association and without permitting the Association to exercise their right of first refusal. Notice of the pending sale or lease of a Unit must be given in advance to the Board, along with the name and address of the intended purchaser or lessee and such other information concerning the intended sale or lease as the Association may reasonably require. If notice is not given, the Association may disapprove the transaction or ownership without notice.

2. No signs are permitted on the Common Elements except for small, legitimate real estate broker signs while a unit is actively being marketed. Such signs must be removed within fourteen (14) days after a sales agreement has been executed. The sign may not remain until the closing date.

3. No unit owner may mortgage his unit except to a bank, life insurance company or federal savings and loan association without the approval of the Association.

4. Unit owners shall inform the Association through PMI of the name and address of the holder of any mortgage on his unit within five days after it becomes a lien. This is a legal requirement, intended in part to protect the rights of the lien holder.

## FOREST MEADOW CONDOMINIUM

### PENALTIES

Any unit owners and/or residents, their employees, agents, or guests found to be in violation of the above stated rules and regulations or any other governing documents such as the UCA, the Declaration or the by-laws of the Forest Meadow Condominium Association shall be subject to the following actions:

1. Notifications by letter from PMI as a warning to discontinue such behavior and/or condition(s) the first time such behavior and/or conditions are noted.
2. Failure to remedy the behavior and/or condition(s) noted in the first notice will result in a second notification by letter with an accompanying \$25.00 fine to be paid in full within thirty (30) days of such notification.
3. Further failure to remedy the complaint condition(s) noted in the first and second notice will result in a third notification by letter with an accompanying \$50.00 fine to be paid in full within thirty (30) days of such notification.
4. The Executive Board will institute legal action to remedy the complaint condition(s) where the above actions are found ineffective.
5. Any fine that is not paid in full within the thirty (30) days allowed will ultimately result in a lien being placed on the Unit of the Owner involved.
6. Penalties for failing to pay monthly assessments for Common Expenses shall remain as defined in the Declaration and By-laws, and include fines, interest, acceleration of the remaining assessment for the year, and liens on the Unit involved.