

## TABLE OF CONTENTS

<b>I. RULES AND REGULATIONS .....</b>	<b>1</b>
A. BUILDING UNIT .....	1
B. BUILDING UNIT MAINTENANCE .....	3
C. PARKING AND MOTOR VEHICLES .....	3
D. PATIOS AND DECKS .....	4
E. BARBECUE GRILLS, OUTDOOR FIRE PITS AND PORTABLE HEATERS .....	4
F. LANDSCAPING .....	4
G. DECORATIONS .....	5
H. PETS .....	5
I. GARBAGE .....	6
J. MOVING .....	6
K. USE RESTRICTIONS .....	7
L. MISCELLANEOUS .....	8
M. VIOLATIONS .....	8
 <b>II. COMMUNITY STANDARDS .....</b>	 <b>9</b>
A. BUILDING UNIT ACCESS .....	9
B. EXTERIOR LIGHTS .....	9
C. EXTERIOR, STORM AND SCREEN DOORS .....	9
D. FLAGS .....	10
E. HOLIDAY DECORATIONS: JANUARY – NOVEMBER HOLIDAYS .....	11
F. HOLIDAY DECORATIONS: DECEMBER HOLIDAYS .....	11
G. LANDSCAPING .....	11
H. PATIO .....	12
I. SATELLITE DISH .....	13
J. WATERING .....	13
 <b>III. DEFINITIONS .....</b>	 <b>14</b>
A. ASSOCIATION .....	14
B. BUILDING UNIT .....	14
C. COMMON ELEMENTS .....	14
D. CONDOMINIUM .....	14
E. LIMITED COMMON ELEMENTS .....	14

## **RULES AND REGULATIONS**

### **A. BUILDING UNIT** (Also see related Standards.)

1. No part of a Building Unit shall be used for any purpose except housing and the related common purposes for which the Building Unit was designed. Each Building Unit shall be used as a residence for a single family or housekeeping unit and guests.
  - a. Permanent occupancy of a two (2) bedroom unit is limited to four (4) persons and permanent occupancy of a three (3) bedroom unit is limited to six (6) persons.
  - b. Only those rooms designed by Declarant (Millfield Construction Company) as bedrooms shall be considered bedrooms.
  - c. Garages shall not be used or altered for housing purposes.
2. No items (e.g., air conditioning units, television or radio antennas, gauges, brackets or hooks) shall be added or installed by the Unit Owner/Occupant outside their respective Building Unit or on Common or Limited Common Elements without the prior written approval of the Executive Board.
3. All radio, television or other electrical equipment of any kind installed or used in each Building Unit shall comply fully with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.
  - a. The Association will adhere to the FCC ruling regarding satellite dishes. (Please contact the Management Agent for a copy.)
  - b. Satellite dishes shall not be installed on Building Units, Common or Limited Common Elements without prior written approval of the Executive Board. (See Satellite Dish Standards.)
  - c. The Unit Owner/Occupant is responsible for any damage caused by the installation of the dish.
4. No modifications or structural alterations (construction, addition or removal) of any Building Unit, Common or Limited Common Element shall be commenced except in strict accordance with the provisions of the Bylaws. Building permits shall be required and displayed.
  - a. Nothing shall be done in any Building Unit or on Common or Limited Common Elements which may structurally change or impair the structural integrity of Building Units. Nor shall anything be altered, constructed on or removed except upon the prior written approval of the Executive Board.
  - b. All contractors doing work in Building Units or on Common or Limited Common Elements shall be registered with the Commonwealth of Pennsylvania.

5. Permanent, exterior modifications/additions (i.e., awnings, screen doors, deck extensions and patios) shall require the prior written approval of the Executive Board. (See Front and Screen Doors Standards.)
  - a. The Unit Owner shall be responsible for any damage to Building Unit, Common or Limited Common Element resulting from the installation, maintenance and/or restoration to original condition.
  - b. Covers, shades, blinds or screens attached to, hung in or used in connection with any porch, deck and/or patio shall not be installed without the prior written approval of the Executive Board. The color must coordinate with the exterior colors of the Building Units. Blinds must be rolled up when not in use.
6. The exterior of a Building Unit including doors, windows, porches, decks and patios are Common or Limited Common Elements and are subject to Association Rules and Regulations.
  - a. No exterior of any Building Unit shall have permanent decorations of any kind without prior written approval of the Association. Small seasonal/decorative items including door wreaths are permitted. (See both Decorations under Rules and Regulations and Flag and Seasonal Decorations under Standards.)
  - b. No articles of any kind shall be exposed, hung, attached or projected on the exterior of Building Unit. Unit Owner/Occupant may hang plants and similar items on the Building Unit's Limited Common Elements (i.e., porches, decks and patios) in accordance with guidelines established by the Executive Board.
    - i. Clothes and other articles shall not be dried or aired from any Building Unit, Common or Limited Common Element. At no time shall any clothesline be permitted.
    - ii. Signs, notices, advertisements or illuminations shall not be inscribed or exposed on or at any window or other part of Building Unit. This includes but is not limited to "For Sale/For Lease" signs, political, vendor signs, etc. Signs required for medical, legal, security, and safety notices are permitted.
    - iii. No signs shall be placed on Common or Limited Common Elements without prior written approval of the Executive Board or by court order.
  - c. No items shall extend beyond the vertical plane defined by the inner edge of the balcony or deck rail or patio except for flower boxes hung on deck railing.
7. The Unit Owner/Occupant or any family, agent, employee, or guest thereof shall not enter upon or attempt to enter upon the roof of any Building Unit without approval of the Executive Board.
8. The Unit Owner/Occupant or any family, agent, employee, or guest thereof shall not possess large quantities of flammable, combustible or explosive fluid, material, chemicals or substance in Building Unit. Small quantities for standard and routine household use shall be permitted. No waste shall be committed to Common Elements.

**B. BUILDING UNIT MAINTENANCE** (See Exterior Light Standards.)

1. Unit Owner/Occupant shall be responsible for Building Unit Interior and Limited Common Element maintenance and shall be kept in a good state of preservation and cleanliness.
2. All Building Unit outdoor light fixtures shall be kept in a good state of cleanliness and in operating condition. (See Exterior Light Standards.)
3. Should the Association need to intercede to maintain said premises, it shall be at Unit Owner/Occupant expense.

**C. PARKING AND MOTOR VEHICLES**

1. Each Unit Owner/Occupant shall have no more than three (3) personal vehicles located in Building Unit garage or driveway.
2. Each Unit Owner/Occupant shall park their personal vehicles in the Building Unit garage or driveway. Unit Owner/Occupant shall not park on the street longer than two (2) hours.
3. Unregistered or inoperable vehicles shall not be moved onto or kept on Condominium property.
  - a. All vehicles must be properly licensed including current registration and inspection sticker. Non-running vehicles and vehicles with flat tires will be towed at the sole risk and expense of the Unit Owner/Occupant.
  - b. Any vehicle remaining in an open parking area 30 days after the expiration of its inspection sticker or registration plates will be towed away at the sole risk and expense of the Unit Owner/Occupant.
  - c. Vehicle storage in open parking areas is strictly prohibited.
4. Vehicle repair and/or maintenance shall not be permitted on Common or Limited Common Elements including driveways. Washing, interior cleaning, and waxing of vehicles shall not constitute maintenance.
5. Vehicles belonging to Unit Owner/Occupant or any family, agent, employee, or guest thereof shall not be parked in such a manner as to impede or prevent ready access to any entrance or exit from any Building Unit, driveway, sidewalk or off street parking areas.
6. Off street parking areas are for guest parking only.
  - a. Guests of Unit Owner/Occupant shall be encouraged to park in Unit driveway.
  - b. Guests of Unit Owner/Occupant are permitted to park on the street temporarily but not overnight.
  - c. Overnight guests shall display a parking permit in the front window of their vehicle while parked in off street parking areas. Unit Owner/Occupant shall provide the permit which shall be printed from the Arbors website [www.millfield.com/arbors.php](http://www.millfield.com/arbors.php)

7. No commercial vehicle of any type shall park overnight on Condominium property.
8. Off street parking areas shall not be used for any purpose other than parking automobiles, small passenger vans and motorcycles without prior written approval of the Executive Board.
9. Boats, campers, recreational vehicles, trailers of any type or moving vans and containers shall not be stored on the premises unless entirely parked within Unit garage. They shall be parked at a Unit for a maximum of 12 hours during any one week period. This allowance is meant to accommodate loading or unloading, moving, etc.
10. Vehicles or equipment shall not be driven on Condominium lawn areas without prior written approval of the Executive Board. The Unit Owner/Occupant shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
11. The garage door shall be kept closed when not in use for neighborhood safety, security and aesthetics reasons.

**D. PATIOS AND DECKS** (Also see Patio Standards.)

1. Additions, enlargements and deletions of a patio or deck require prior written approval from the Executive Board.
2. Unit Owner/Occupant shall be responsible for any damage to Building Unit, Common or Limited Common Element resulting from the addition, enlargement or deletion of a patio or deck. In the event of removal the area shall be restored to its original condition by the Unit Owner/Occupant at their expense.
3. Unit Owner/Occupant shall be responsible for the expense of maintenance.

**E. BARBECUE GRILLS/PORTABLE HEATERS/OUTDOOR FIRE PITS**

1. Grills shall be permitted on Limited Common Elements only.
2. Liquid propane heaters, outdoor fireplaces and fire pits are prohibited for use in Building Units or on Limited Common Elements. A Unit Owner/Occupant may use a portable fire pit on Common Elements provided the following:
  - a. The placement of the portable fire pit is no closer than 15 feet from the edge of any Building Unit.
  - b. Fire pit shall be removed by the morning following use and shall not be placed as to interfere with mowing.
  - c. Unit Owner/Occupant shall be responsible for any damage caused by the fire pit to the Common Elements including but not limited to killing the grass.

**F. LANDSCAPING** (Also see Landscaping and Watering Standards.)

1. Any Unit Owner/Occupant desiring to plant permanent flowers, greenery, trees or shrubs on any portion of the Common Elements must obtain prior written approval of the Executive Board.

2. No change in the grade of any portion of the landscaping around a Building Unit, including but not limited to lawns and flowerbeds, may be made without prior written approval of the Executive Board.

**G. DECORATIONS** (Also see Flag Standards and Holiday Decorations Standards.)

1. Seasonal flower pots/planters and hanging baskets shall only be placed on Limited Common Elements, Building Unit sidewalk and/or driveway and mulched beds.
2. Seasonal window boxes shall be permitted only on the window box shelf of Building Unit and be decorated with seasonal living flowers and/or greenery.
3. Pots/boxes shall be cleared of dead or dying plants. Small and medium pots shall be stored inside Building Unit. All pots shall be of colors keeping with the exterior colors of the community. Pots shall be in a good state of preservation and cleanliness.
4. Exterior doors shall only be decorated with seasonal wreaths.
5. Bird feeders, birdhouses and bird baths shall be permitted with a maximum of any combination of a total of two (2) items per Unit Owner/Occupant. All items shall only be placed behind and away from Building Unit in mulched areas of Common Elements. In the interest of pest control and to prevent Unit Building damage, items shall not be placed in any mulched bed that is against the Building Unit. All items shall be maintained by the Unit Owner.
6. No decorative items other than annual flowers, potted plants, organic items (i.e., pumpkins, gourds, etc.) and seasonal decorative flags (See Flag Standards) shall be placed on Common Elements without the written approval of the Executive Board.
7. All decorations shall not create a safety hazard or interfere with building or landscape maintenance.
8. To prevent damage and maintain the structural integrity of Building Unit, no attachments or penetrations of any kind (i.e., nails, brackets, hooks, etc.) shall be permitted.
9. Seasonal decorations shall be removed promptly at the end of the season.
10. Permanent decorations on Common or Limited Common Elements require prior written approval of the Executive Board.
11. Window candles are permitted with clear, white, frosted or natural flame colored bulbs.
12. All exterior decorations are subject to review by the Executive Board. It maintains the right to require Owner/Occupant to remove any decorations upon written notification to that effect.

**H. PETS**

1. Inside dogs, cats and other domestic pets shall be allowed on Condominium property provided that the same shall not disturb or annoy other occupants of Building Units. Domestic pets shall not exceed three (3) of smaller pets or two (2) pets exceeding 100 lbs. or more each.

2. No dog, cat or other domestic pet shall be permitted on any of Common Element unless carried or on a leash. All pets shall be in the custody of a responsible person.
3. Pets shall be walked along the sidewalk and on the walking path. Pets are not permitted on front and side lawns of Building Units. Unit Owner/Occupant and/or pet owner shall keep pets away from all shrubs on the Arbor Condominium property.
4. The Unit Owner/Occupant and/or pet owner shall immediately clean up any pet waste and shall be responsible for any costs to remove waste or repair any damage caused by their pet to Common or Limited Common Elements.
5. Tie outs shall not be permitted unless within the confines of Unit Owner/Occupant porch, deck or patio. Pets shall not be left unattended on a tie out.
6. Non-domestic animals shall not be raised, bred or kept in any Building Unit, Common or Limited Common Elements. Dangerous and exotic animals are prohibited.
7. The owner of any pet creating a nuisance or unreasonable disturbance shall be asked to permanently remove the pet from the property. The pet owner has the right to appeal to the Executive Board; however, the decision of the Executive Board shall be final.
8. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

#### **I. GARBAGE**

1. All garbage, trash and trash containers from Building Units shall be stored within such Building Units until the designated trash pickup day.
  - a. The Unit Owner/Occupant shall be responsible to place garbage in appropriate containers. It shall be placed curbside (not on street) for pickup no sooner than the afternoon of day prior to the scheduled collection day.
  - b. Trash cans shall be returned to storage by the evening of the designated day of collection.

#### **J. MOVING**

1. One real estate "For Sale" sign placed in the front lawn (not to exceed 18" x 24" in overall size) shall be permitted. Unit Owner must immediately repair damaged lawn upon removal of said sign.
2. The Arbors Association shall provide a generic "Home for Sale" sign that Unit Owner may place near the Condominium entrance. Contact the Management Agent to obtain the sign.
3. Unit Owner/Occupant shall be responsible for all damages to the Condominium or Common or Limited Common Elements caused by movers, moving vehicles or containers.

## **K. USE RESTRICTIONS**

1. Mimosa Lane is a private road only for the use of Unit Owners/Occupants and any family, agent, employee or guests. The maximum speed on Mimosa Lane is 15 MPH.
2. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
3. Any use or practice that is a source of annoyance to the majority of residents or which interferes with the peaceful possession and proper use of the property by its residents shall not be allowed on Condominium property.
  - a. Unit Owner/Occupant shall keep all parts of the Building Unit in a clean and sanitary condition. No rubbish, refuse, garbage or personal items shall accumulate. No fire hazard shall exist. No Unit Owner/Occupant shall permit any use of the Building Unit, or Common or Limited Common Elements that will increase the cost of the Association's property insurance.
  - b. No Unit Owner/Occupant shall make or permit any disturbing noises in or outside any Building Unit. Nor shall the Unit Owner/Occupant make or permit anything which will interfere, annoy or disturb the rights, comforts or conveniences of the other Unit Owners/Occupant.
4. The walkways, sidewalks or entrances surrounding Building Units shall not be obstructed.
5. Fences shall not be erected on Condominium property.
6. No items shall be placed or stored on Common Elements (including storage containers and sheds) without prior written approval of the Executive Board. Decks, patios and porches shall not be used as household storage areas. Deck boxes designed for the purpose of storing patio furniture cushions, covers and accessories shall be permitted within the confines of decks or patio space.
7. Unit Owner/Occupant and parents shall be responsible for children at all times while on Common and Limited Common Elements. Children are not permitted to play in shrubs and flower beds. Skateboarding is not permitted on Condominium property.
8. The water feature (Arbors Run) is a Common Element for the enjoyment of all Unit Owner/Occupant and their guests. Children shall be accompanied by an adult when playing or walking near Arbors Run. For safety reasons and the prevention of damage to the mechanics and liner of the system, playing in the stream and moving or throwing rocks in or along Arbors Run is prohibited. Unit Owner/Occupant shall be responsible for any damage.
9. Unit Owner/Occupant or any agent, employee, licensee or guest thereof shall not knowingly or negligently interfere with or cause damage to the storm water management system including but not limited to, disposal, deposit, spilling, leaking, or dumping of yard debris, household waste or hazardous chemicals in the constructed wetlands, storm drains or infiltration beds.



**L. MISCELLANEOUS**

1. The Unit Owner is ultimately responsible for ensuring that any tenant, family, agent, employee or guest thereof comply with all elements of the Condominium Declaration and Bylaws, including the Rules and Regulations established by the Executive Board.
2. Complaints regarding any aspect of the management of the Condominium shall be made in writing to the Executive Board.
3. The Executive Board reserves the right to make such other rules and regulations as may be deemed necessary for the safety, care, and cleanliness of the Building Units, Common or Limited Common Elements and for securing the comfort and convenience of all occupants thereof.
4. Written requests for approval by the Unit Owner/Occupant may be granted or refused at the sole discretion of the Executive Board.

**M. VIOLATIONS**

1. The Executive Board after receiving notification that a Unit Owner/Occupant has violated the Rules & Regulations has the option to take the following actions:
  - a. First Offense: Unit Owner/Occupant shall receive a verbal warning from the Executive Board.
  - b. Second Offense: Unit Owner/Occupant shall receive a written warning with an established deadline for correction from the Executive Board.
  - c. Third Offense: If Unit Owner/Occupant does not abide by the previous written warning, the Unit Owner/Occupant will receive a written notice and incur a \$50 fine.
  - d. Fourth offense: If Unit Owner/Occupant refuses to comply with the written notice, the Executive Board shall fine the violator \$25 per day until the offense is corrected.
2. Fines shall be assessed to Unit Owner/Occupant. In the event a fine is not paid by the established deadline, the delinquent payment along with interest and any associated legal costs will be established as a lien against the Unit Owner's Property.

## **COMMUNITY STANDARDS**

### **A. BUILDING UNIT ACCESS**

1. If any key(s) are entrusted by a Unit Owner/Occupant or any family, agent, employee, or guest thereof to any employee or representative of the Association (whether for Building Unit or any automobile, truck or other item of personal property), the acceptance of the key is at the sole risk of the Unit Owner. The Association will not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.
2. For safety and security reasons during an emergency, the Executive Board strongly recommends that each Unit Owner/Occupant provide the Management Agent with a contact name of a friend, relative or neighbor who can access the Building Unit when you cannot be reached.

### **B. EXTERIOR LIGHTS**

1. Approved replacement lamps follow:
  - a. Front Coach Lanterns
    - i. Incandescent Decorative Candelabra Base torpedo lamps 25-60 Watt with clear glass; or
    - ii. LED Decorative Candelabra Base torpedo lamp 25-60 Watt equivalent lumen output with clear glass/plastic, 2700K to 3000K color temperature.
  - b. Rear Coach Lanterns
    - i. Incandescent Medium Base A-Lamp or Torpedo Decorative 25-60 Watt. Clear glass preferred; or
    - ii. LED Medium Base A-Lamp 25-60 Watt equivalent lumen output, 2700K to 3000K color temperature.
  - c. Outdoor Recessed Fixtures
    - i. Incandescent Reflector Lamp 25-75 Watt
    - ii. LED Reflector Lamp 25-75 Watt equivalent lumen output, 2700K to 3000K color
    - iii. Fluorescent Reflector Lamp 25-75 Watt equivalent lumen output, 2700K to 3000K color temperature.

### **C. EXTERIOR, STORM AND SCREEN DOORS**

1. Unit Owner/Occupant is responsible for maintenance (upkeep and staining) of the front door.
  - a. The only approved stain color is Min Wax Gel Stain – Mahogany. Matte finish sealant may be applied.

- b. Care must be exercised when re-staining the front door. Use recommended procedures to refinish a fiberglass door.
- c. The Executive Board reserves the right to notify the Unit Owner/Occupant when the door needs to be re-stained. Unit Owner/Occupant will have six weeks (weather permitting) to refinish door.
- 2. The only approved screen door is a retractable screen for a single in-swing door. Color must match the trim around the front door. Prior written approval of the Executive Board is required.
- 3. All storm doors require prior written approval of the Executive Board.
  - a. Only full view, premium quality glass doors from manufacturers such as Anderson, Larson, Pella will be considered. Any other brand must be of equal or better quality.
  - b. The perimeter trim of storm doors must be white. Door handle hardware must match that of the Unit entry door hardware.
  - c. Unit Owner bears full responsibility for maintenance of the door and its support structure on which it is installed.
  - d. Broken or damaged doors must be removed immediately or replaced with an identical door. If not removed or replaced in a timely fashion, the Association has the right to have the work done at the expense of the Unit Owner.
  - e. Any damage to Building Unit, Common or Limited Common Elements due to the installation, maintenance and/or restoration to original condition at the expense of the Unit Owner.

#### **D. FLAGS**

- 1. Displaying the American Flag:
  - a. Flags may be displayed during daylight hours in accordance with the U.S. Flag Code. See <http://us-flag.net/code/>
  - b. Flags may not exceed eleven (11) square feet in measurement.
  - c. Poles may be black, silver, natural wood or white in color and may not exceed six feet in length. They must be maintained in good condition.
  - d. Poles may be installed within the mulch bed surrounding Owner/Occupant Building Unit so as not to interfere with landscape maintenance.
  - e. Poles may not be attached to Building Unit or any exterior surface.
  - f. Ground style American Flags may be displayed on patriotic holidays.
- 2. Display of Ornamental and Seasonal Flags:
  - a. Small seasonal and decorative flags may not exceed three (3) square feet in measurement.
  - b. Flags must be maintained in good condition.

- c. Flags may be mounted on an appropriate hanger made for that purpose.
- d. Hangers may be installed within the mulch bed surrounding the Owner/Occupant Building Unit so as not to interfere with landscape maintenance. Flag hangers may not be attached to Building Unit or any exterior surface.
- e. Ornamental and seasonal flags are not intended to be permanent and must adhere to the character and tastes of Condominium.

**E. HOLIDAY DECORATIONS: JANUARY – NOVEMBER HOLIDAYS**

- 1. Holiday-specific decorations are permitted on Limited Common Elements and within the mulch beds surrounding the Owner/Occupant Building Unit so as not to interfere with building or landscape maintenance.
- 2. Holiday decorations may be displayed no more than two (2) weeks before or after the holiday.

**F. HOLIDAY DECORATIONS: DECEMBER HOLIDAYS**

- 1. Holiday-specific decorations are permitted on Limited Common Elements and within the mulch beds surrounding the Owner/Occupant Building Unit so as not to interfere with building or landscape maintenance.
- 2. Greenery (i.e., wreaths, swags or garland) are permitted on the front door, window sills, in window boxes or on front porch only. Both living and artificial flowers/greenery are permitted.
- 3. White or colored lights, including LED lights, are permitted to decorate existing shrubbery or trees of Building Unit. Lights must be non-flashing.
- 4. No lights may be hung on the exterior of the Building Unit with the exception of on front porch columns or metal railing of the window box shelf.
- 5. Decorations may be displayed beginning Thanksgiving Day but must be removed no later than January 31.

**G. LANDSCAPING**

- 1. Planting flowers, greenery, shrubs and trees requires the prior written approval of the Executive Board. Approval expires six (6) months following the date of approval letter.
  - a. Perennial flowers and plants (i.e., plants that return year after year) require prior written approval of the Executive Board. Perennial flowers include but are not limited to iris, daffodils, lilies, tulips, cone flowers, daisies, etc.
  - b. Annual flowers and plants (i.e., plants that only last one season and do not return the following year) do not require prior written approval of the Executive Board.
  - c. Unit Owner/Occupant may (but is not required to) replace a dead plant with the identical plant and variety without prior written approval of the Executive Board.

- d. Unit Owner/Occupant may (but is not required to) split overgrown perennials without prior written approval of the Executive Board.
2. Approved plantings made by the Unit Owner/Occupant in front or on the side of Building Unit, as well as trees behind Building Unit, become the property of the Association and may not be moved or removed without prior written approval of the Executive Board.
3. Approved landscape plantings behind Building Unit are the responsibility of the Unit Owner/Occupant. This includes trimming, weeding, edging and replacement of plantings that do not survive.
  - a. Should Unit Owner/Occupant fail to upkeep the landscaped areas, the Association (upon written notification) reserves the right to require the owner to remove plantings and restore the area to its original condition at the expense of the Unit Owner/Occupant.
  - b. If said plantings are not maintained in a timely fashion, the Association has the right to have work done at the expense of the Unit Owner/Occupant.
  - c. The Association is not responsible for damage to Unit Owner/Occupant landscaped areas.
4. If the Unit Owner/Occupant requires mulch for approved projects, the color and type must match the mulch used at Condominium. Contact Greg Layton at Susquehanna Arborists & Landscaping (717-295-2521) for specifications and/or purchase.
5. Approved plantings must be in the confines of mulched landscape beds. Plants may not affect Condominium features, the growth pattern of existing landscape plantings or landscape maintenance. Vines may not grow on Building Unit and plantings may not impede service to utility boxes, fire hydrants, lights or signs. There may be no plantings in the lawns.
6. Any damage to Building Unit, Common or Limited Common Elements due to the installation, maintenance and/or restoration to original condition of landscape plantings must be repaired immediately at the expense of the Unit Owner/Occupant. Please note that excavating or loosening of the soil around or near the foundation may cause water penetration.
7. The conditions and requirements stated above survive the sale of your home. Should the next owner of your home decide NOT to maintain the area, Unit Owner is liable for returning the area back to its original condition.

#### **H. PATIO**

1. The addition and/or expansion of a patio requires the prior written approval of the Executive Board. Approval expires six (6) months following the date of approval letter.
2. Additions/expansions may not extend beyond the boundary lines of the deck or screen porch above the patio.

3. The type of pavers requested must coordinate with the exterior of Building Unit and other existing pavers (i.e., front sidewalk). Concrete will also be considered.
4. Any damage to Building Unit, Common or Limited Common Elements caused by the installation of the patio must be repaired immediately at the expense of Unit Owner/Occupant.
5. The Unit Owner/Occupant will hold the Condominium harmless from any claim, liability or damage resulting from this installation.

#### **I. SATELLITE DISH**

1. Satellite dishes may not be installed on Building Units, Limited Common Elements and Common elements without prior written approval of the Executive Board.
2. The Unit Owner/Occupant must submit a request for installation on the Exterior Modification Form that includes details/photos or drawings of the proposed dish location and related wiring.
3. Satellite dish must be professionally installed. Under no circumstances will the dish and related wiring be permitted on the front of Building Unit or visible from the street of a neighboring Building Unit.
4. Any damage to the exterior of the Building Unit, Common or Limited Common Elements caused by the installation of the satellite dish must be repaired immediately at the expense of the Unit Owner/Occupant.
5. The Unit Owner/Occupant will hold the Condominium harmless from any claim, liability or damage resulting from this installation.
6. The Unit Owner/Occupant must accept full responsibility of future Common or Limited Common Element maintenance for any damage due to installation or removal of said dish.
7. The conditions and requirements stated above survive the sale of the Building Unit. Purchasers of said Building Unit are required to carry out the above obligations.
8. The Association reserves the right to have the satellite dish removed at the expense of the Unit Owner/Occupant if the conditions outlined here are not met.
9. At no time can alterations be made to trees, plants or Common Elements to accommodate dish reception without prior written approval of the Executive Board.

#### **J. WATERING**

1. Unit Owner/Occupant should water NEWLY PLANTED landscape plants, trees, shrubs and grass surrounding their Building Unit during early the years of their growth and especially during hot and/or dry weather.
2. Unit Owner/Occupant is encouraged to water the established landscape plants, trees, shrubs and grass surrounding their Building Unit during hot and/or dry weather.

## **DEFINITIONS**

- A. Association – The Unit Owners’ Association organized under Section 3301 of the Act (relating to organization of Unit Owners’ Association). The name is Arbors Association, Incorporated.
- B. Building Unit – A portion of the Condominium designated for ownership. This includes the space from floor to ceiling and wall to wall within a Unit along with equipment serving only that Unit.
- C. Common Elements – All portions of the Condominium other than the Units. In the case of Arbors at Spring Valley Condominium, the Common Elements include (but are not limited to) all exterior walls, roofs, and structural elements of the buildings; all common utility systems; all mulched beds, lawns, sidewalks and driveways; and the land surrounding the buildings (including parking areas).
- D. Condominium – Arbors at Spring Valley Condominium. It refers to the entire property/community.
- E. Limited Common Elements – Those areas for the exclusive use of the Building Unit but outside of the Unit such as doors, garage doors, windows, window box shelf, porches, decks and patios. The Owner/Occupant of the Unit to which a Limited Common Element is assigned has an exclusive right to use the Limited Common Element.