

NORTH POINT RULES AND REGULATIONS

Updated and Amended as of June, 2012

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as North Point. All present and future owners, mortgagees, lessees, and occupants of the Units and of the Common Elements and their agents, employees, and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

1. The Units and Common Elements (including Limited Common Elements) shall be used only for the purpose set forth in the Declaration and By-Laws.
2. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Elements intended for the use of Unit Owners and shall not be obstructed.
3. Unit Owners who have decks or patios shall keep them free of all trash, trashcans, and debris. All personal property shall be stored within the Units. This includes garbage cans. Barbecue grills should be stored in your garage or on your patio. Patios and decks are not intended for the storage of other items not generally associated with the use of decks. Storage on patios and decks is limited to items such as outdoor furniture, barbeque grills and potted plants. Patio furniture, if covered, must be covered with fitted furniture covers and the covers must be a neutral color.
4. Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept, or otherwise emitted from the windows of a building. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows, or window sills, including without limitation, awnings, clotheslines, aerials, signs, air conditioners, ventilators, or fans.
5. Nothing shall be done, including without limitation, cooking, working, causing vibration, or odors which shall unreasonably disturb or interfere with the rights, comfort, or convenience of other occupants.
6. All radio, television, phonographic, audio, or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations, and recommendations of all public authorities and boards of fire underwriters having jurisdiction.
7. Sinks and toilets shall not be used for any purpose other than that for which designed.
8. No decks or patios shall be added to, enclosed, or covered by an awning or otherwise changed without the prior written consent of the Board of Directors.

9. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.

10. Damage to any portion of the Property caused by minor children of the Unit Owners or by guests, invitees, visitors, or licensees of the Unit Owners shall be repaired at the expense of the responsible Unit Owner.

11. No unit Owner shall make, or permit his family, visitors, or licensees to make, any noise or activity that will interfere with rights, comfort, or convenience of other Unit Owners including, but not limited to, playing a musical instrument, phonograph, television, or radio.

12. No radio or television antenna shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof.

13. All Common Elements belong to the North Point Condominium Association. The Board does not permit any structural changes, alterations, construction, cutting of trees, changes in landscaping (including virgin or wild areas), lawn ornaments, or planting of trees without permission from the Board of Directors. If permission for any of the above is granted, then it becomes the full responsibility of the Unit Owner for total maintenance of the change.

14. Maintenance fees are set by the Board based on the budget presented in November of each year. Maintenance fees are due and payable on the fifteenth (15th) day of each month. A payment not made by the eighteenth (18th) day of the month will incur a late fee.

Overdue assessments:

First month - \$30 late fee

Second and third month - \$50 per month late fee

Fourth and subsequent months - \$300 per month late fee

15. Any Unit Owner intending to sell a Unit must notify the Board of their offer of sale ten days prior to sale. The Board reserves the right of first refusal.

16. No signs of any kind (including real estate) are permitted without the permission of the Board.

17. No Unit Owner or Occupant shall conduct or otherwise carry on a yard sale, garage sale, estate sale or similar activity on the Property.

18. No animals over forty (40) pounds in weight of any kind shall be raised, kept, or bred in the condominiums. Breeding of pets is prohibited. Reptiles of any kind are not permitted. A maximum of two (2) pets shall be permitted in each Unit, provided their combined total weight does not exceed forty (40) pounds. All pets must be leashed when outdoors or under direct supervision of the owner. No pet can be left outside while the owner remains inside his/her condominium. No pets can be housed on the Common Elements.

19. Traffic regulations shall be strictly obeyed by the Unit Owners, their agents, servants, as well as by members of their families, guests, visitors, and invitees.

20. On-street vehicle parking is prohibited for all residents, tenants or guests except on a temporary basis for special events such as parties, graduations, etc. Parking on the grass within North Point is also not allowed.

21. No occupant of the buildings shall park any commercial vehicle, trailer, or boat in any area or abandon any automobile or other vehicle in any parking area or other part of the Common Elements or block the access to parking spaces, roads, or driveways.

22. The Board of Directors reserves the right to amend these Rules and Regulations as may be required from time to time.

23. The North Point Condominium Association Board of Directors has approved the implementation of Insurance Requirements for all workers, contractors, sub-contractors, and businesses that perform any work on the grounds (including Limited Common Elements) or building exteriors of the North Point Development. The person or business performing said work must supply the Board, prior to commencing any work, a CERTIFICATE OF INSURANCE, naming NORTH POINT CONDOMINIUM ASSOCIATION, North Point Drive, New Castle, PA 16105, as certificate holder and additional insured. The limits of liability cannot be less than \$100,000/\$300,000 bodily injury and \$100,000 property damage. A \$300,000 combined single limit bodily injury and property damage will be acceptable. If the provider is other than a non-incorporated, sole provider business, the certificate must provide for Workers Compensation coverage for employees of the provider.

24. The Declaration of Condominium for North Point Condominiums prohibits an owner from leasing or renting their condominium after June 20, 2012. Any condominium used as a rental prior to that date may continue to be used as a rental by the current owner only, but not by a subsequent owner. In addition, any new rental must be a lease for a minimum of three years. An owner may not circumvent this requirement by releasing a tenant from the lease before the three year period. An owner may not rent or lease their condominium to another until the three year period from the prior lease has expired. An owner remains responsible for maintenance fees, taxes, utilities, and safety regulations such as minimum heat, water shut offs, and an updated emergency contact information.

25. As stated in Section 1(b) of the 10th Amendment of the Declaration of Condominium of North Point Condominiums, all condominiums must be owner occupied or occupied by an immediate family member of the owner. No other use is permitted.

Enforcement Provisions

WHEREAS, pursuant to the laws of the Commonwealth of Pennsylvania, the Declaration of Condominium, and the By-Laws of North Point Condominium Association, the North Point Condominium Owners Association (hereinafter the "Association") is vested with the duty and the power to enforce the Declaration of Condominium, By-Laws, and the Rules and Regulations of North Point Condominium and

WHEREAS, the Association desires to establish uniform and fair standards and procedures for the enforcement of the Rules;

NOW, THEREFORE, the Association, after appropriate discussion and consideration, hereby adopts and enacts the following :

A. Enforcement

1. At such time as the Executive Board of the Association has reason to believe that a violation of any of the provisions of the Declaration of Condominium, By-Laws, or the Rules and Regulations (hereinafter jointly and individually referred to as the “Rules”) is occurring or has occurred in the past and is likely to reoccur, it shall, in such time period as it deems practical, notify in writing the Unit Owner and/or other persons (or persons) whom the Executive Board has reason to believe may be responsible. Said Notice of Violation shall set forth the nature of the violation, and:

a. If the violation consists of conduct contrary to the Rules and Regulations, request that the conduct immediately cease, or

b. If the violation consists of a condition of the Unit or common elements (including Limited Common Elements) created or permitted to exist by the Unit Owner and/or other responsible person, request that the condition be corrected within twenty (20) days of the date of the Notice.

2. If the violation is not remedied or cured as required by the provisions of the Notice of Violation, the Executive Board shall schedule a hearing to be held for the purpose of evaluating relevant facts presented at the hearing and determining the appropriate fine to be imposed. The Executive Board shall provide written notice of the hearing date [at least seven (7) days prior to the scheduled hearing] to the Owner and/or other responsible party.

3. Any Notice to a Unit Owner and/or other responsible party required by these Rules shall be made in accordance with the provisions for Notice set forth in the By-Laws (by personal delivery, mail, or telegraph.).

4. At the scheduled hearing, which shall be open to the members of the Association, the Unit Owner and/or other responsible party shall be permitted to be heard by the Executive Board with respect to:

a. Whether the alleged conduct or condition is factually accurate;

b. Whether the alleged conduct or condition is a violation of the Rules and Regulations

c. Whether the failure to remedy or cure the violation is the result of conditions beyond that person’s control, including, without limitation, whether or not necessary arrangements for such remedy of cure have been made;

d. Whether the alleged conduct is the first, second, or subsequent offense as described hereinafter; and

e. Such other matters or conditions which the Executive Board deems relevant to its consideration.

5. Upon consideration of the relevant facts presented by the Unit Owner and/or other responsible party, the Executive Board shall decide (by a majority of the Executive Board members present and voting) within ten (10) days of the hearing, whether the Unit Owner responsible for the violation should be fined, and if fined, the amount of such fine.

6. The fines for violations of the Rules which are not remedied or cured prior to the hearing shall be as follows:

a. First Violation - \$50

b. Second violation of a similar nature - \$100

c. Third and subsequent violation of a similar nature - \$200

If a violation is not remedied or cured within thirty (30) of the hearing, unless said period is extended in writing by the Executive Board, the violation shall be deemed to be of a continuing nature, and each successive day thereafter until the remedy or cure is effected, shall constitute an additional offense, subjecting the Unit Owner to an additional fine. The Executive Board shall have the authority to waive any fine, which would otherwise be imposed hereunder if, in its opinion, the existence of the violation is continuing despite the reasonable efforts of the Unit Owner to remedy or cure the violation.

7. Any fine imposed or levied under this section shall be collectable in the same manner and to the same extent as Association fees and assessments.