

**Mission Place Condominium**

**Exhibit "F" to the Public Offering Statement**

**Rules and Regulation**

**RULES AND REGULATIONS**  
**OF**  
**MISSION PLACE, A CONDOMINIUM**

**A. INTRODUCTION**

1. The Mission Place Condominium Association (the "Association"), acting through its Executive Board, has adopted the following Rules and Regulations (the "Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent is acting on behalf of the Association.

3. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the Building and any other appurtenances.

4. The Executive Board reserves the rights to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.

6. It is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles or permitted business in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section I of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

**B. RESTRICTIONS ON USE - IN GENERAL**

1. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as herein or in the Declaration expressly provided. Except with the prior consent of the Executive Board, no Common Elements shall be decorated or furnished by any Unit Owner in any manner.

2. Fire towers, fire stairs and fire exits are to remain clear and absolutely unobstructed at all times. **SMOKING IS NOT PERMITTED IN THE COMMON ELEMENTS.**

3. No auction or sale of personal property shall be held in any Residential Unit or in the Building without the prior written consent of the Executive Board. No "For Sale" signs are permitted on the Property. Open houses must be scheduled in advance with the Executive Board. Outdoor barbecuing or other cooking is permitted only on a balcony, terrace or deck.

4. Use of equipment (including but not limited to musical instruments, televisions, computers audio or exercise equipment) creating noise or vibration that unreasonably disturbs, annoys or interferes with the quiet enjoyment, comfort and convenience of other occupants of the Building is not permitted in any Residential Unit. Special care in using such equipment should be taken between the hours of 10:00 P.M. and 8:00 A.M.

5. Automatic shut-off valves where possible (otherwise manual shut-off valves are required) and reinforced washer hoses are required on all clothes washing machines. Hoses must be changed every five years. Water heaters over ten years old must be replaced.

6. All Units must be heated to a minimum temperature of 55 degrees at all times, in order to prevent pipes from freezing or bursting.

7. When residents are away for a length of time, they are asked to request that the Post Office hold their mail. The Association cannot be responsible for storing personal mail.

8. Nothing shall be done or kept in any of the Units or Common Elements which will increase the rate of insurance for the Building or contents thereof applicable for the permitted use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit, Common Elements, Storage Lockers or Garage

9. All garbage and trash must be placed in the areas designated for such purpose by the Executive Board and no garbage or trash shall be placed elsewhere on any Common Element or on adjoining sidewalks. No garbage cans, containers or bags of any kind shall be placed anywhere in the Common Elements or on adjoining sidewalks other than areas designated for such purpose by the Executive Board for collection. No trash bags, containers or bags of any kind shall be placed on Naudain Street.

10. Neither playing or lounging in the common areas shall be permitted nor, except in the Storage Lockers, shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended, in public areas of the Building or passageways, sidewalks or elsewhere on the Common Elements.

11. The water closets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

12. Each Unit Owner shall keep his or her Unit and the Limited Common Elements appurtenant thereto in a good state of preservation, maintenance, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or terraces thereof, any dirt or other substance.

13. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Building or which may structurally change the Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

14. No outside blinds, covers, shades or screens shall be attached to, hung in, or used in connection with any balcony or terrace. Draperies, curtains, shades or blinds must be installed by each Unit Owner on all windows of his or her Residential Unit and must be so maintained thereon at all times.

15. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Residential Unit, Common Elements appurtenant thereto or on a balcony or terrace, whether through or upon windows, doors or masonry of such Unit. This prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, air conditioning, fans, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Residential Unit, without the written consent of the Executive Board. A Unit Owner may, however, use a central radio or television antenna, satellite dish or cable facilities provided as a part of his or her Unit. Terraces and balconies shall not be used as storage areas. No terrace or balcony shall be enclosed or covered by a Unit Owner.

16. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his or her Unit.

17. No alterations externally visible from outside the Building shall be made to a terrace or balcony without specific prior written approval by the Executive Board, which may be given subject to reasonable conditions.

18. The elevator must not be interfered with by any Unit Owner or his or her family, servants, contractors, employees, agents, visitors or licensees. Children under the age of ten (10) shall not be permitted to operate elevators.

19. The exterior portion of windows shall be cleaned by the Association's employees or agents. Unit Owners shall keep the interior portion of their windows in clean condition. Exterior terrace glass doors and windows shall be cleaned by the Unit Owner.

20. No waterbeds or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

21. Except with the prior approval of the Executive Board, no Unit Owner, lessee, mortgagee, or their guests and invitees shall be permitted access to the roof or mechanical equipment areas of the Building, except in accordance with rules promulgated by the Executive Board.

22. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

23. Solicitors are not permitted in the Building.

24. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.

25. At least 70% of the floor area of a Unit shall be carpeted exclusive of bathrooms, kitchens, mechanical rooms, utility rooms or storage areas.

#### C. PET RULES

1. The keeping of pets is restricted under the Declaration. Pets permitted under the Declaration ("Permitted Pets") may be maintained in a Unit so long as they are not a nuisance. Actions, which will constitute a nuisance, include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.

2. All Permitted Pets must be registered and inoculated as required by law and registered with the Association. Tropical fish are excluded from this limitation.

3. Permitted Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

4. Pets must be leashed or carried and accompanied by an adult whenever outside the Unit. In light of possible health problems of some residents, i.e., allergy or phobia, Permitted Pets other than handicapped person assistance dogs shall not be transported in any elevator in which a passenger or a person awaiting use of the elevator objects to the presence of the pet in the elevator.

5. Permitted Pets are not permitted in any areas which have been or may be designated as no pet areas by the Executive Board. Permitted Pets are not permitted in the Storage Locker area.

6. Any Owner of a Permitted Pet in the Building shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents of the Building and preservation of the Building and areas around the Building.

7. Owners of Permitted Pets walked near the Building must promptly clean up their pet's droppings in all areas.

#### D. STORAGE

1. All personal property placed in any portion of the Building or any place appurtenant thereto, including, without limitation, the Storage Lockers, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Storage Lockers may be used for the storage of trunks, suitcases and other items.

2. Should an employee of the Association at the request of a Unit Owner move, handle or store any articles in Storage Lockers or other areas or remove any articles therefrom, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

#### E. ENTRY INTO UNITS

1. The Association shall not cause a master key system to be used for Units in the Condominium; however, each Unit Owner shall provide to the Association and the Association shall have the right to keep, a working copy of any key(s) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association in a locked box for use only if entry to such Unit is necessitated by concern for the well-being of any occupant or the fact or threat of fire, flood, or any other emergency or condition which may adversely affect the Common Elements or other Units. The Association shall establish and implement, subject to prior approval of the Executive Board, procedures and controls to insure the proper

use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above. No Unit Owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board. Any security, smoke or other alarms in a Unit must be programmed to shut off after not more than ten minutes.

2. The agents of the Executive Board and any contractor or workman authorized by the Executive Board, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

3. A charge may be made for opening a Unit Owner's door at such Unit Owner's request between six o'clock p.m. and eight o'clock a.m. when such request requires the assistance of an employee of the Condominium.

#### F. MOVING

1. Permission for the use of an elevator for moving large items requires elevator pads which must be obtained from the Association in advance.

#### G. CONSTRUCTION REGULATIONS

1. Contractors must be accredited with good references and licensed to do business in Philadelphia. All work shall be performed by responsible contractors approved in advance, in writing, by the Association. Any such contractor shall not, in the opinion of the Executive Board, prejudice relationships among contractors or subcontractors or the relationship between such contractors and their subcontractors or employees, or disturb harmonious labor relations in the Building, and if such disturbance shall occur, the Executive Board shall have the right to prevent access to the Building and/or remove such contractor and its employees from the Building.

2. All contractors must provide management with a certificate of insurance naming the Association as an additional insured party, specifying the following coverage: General Commercial Liability - minimum \$1,000,000; Worker's Compensation - Statutory limits. The certificate must be approved by the Association before said contractors may begin work in the Building. Neither the Association, nor its Executive Board shall be responsible for any damage or injury caused by such contractor to a Unit or Common Elements.

3. At the request of the Association, waivers of mechanics liens signed by the General Contractor (and subcontractors and material suppliers if necessary) with proof of recording shall be provided to the Association prior to commencement of work.

4. Complete plans and specifications of all work to be performed must be submitted to the Association. Prior to commencing work, construction plans must be approved in writing by the Executive Board and an Association approved architect (at the cost of the Unit Owner). Plans requiring penetration of the Building's envelope, roof, ceilings or floors must be approved in writing by an engineer selected by the Executive Board at the cost of the Unit Owner. Complete plans must show all plumbing, mechanical, electrical and firewall information. Any change in plans and specifications or changes arising in the course of construction must also be approved in writing by the Executive Board prior to implementation of such changes.

5. The Association must be provided with a copy of required building permits obtained from the City, and, prior to use and occupancy, a copy of all other approvals and certificates required in order to permit lawful use and occupancy of the Unit.

6. Contractors must coordinate and schedule all activities (elevator usage; dumpster staging; temporary closedown of any mechanical systems, etc.) with the Association. Unscheduled deliveries may be refused. **Electrical, mechanical or plumbing interruptions require at least one week prior written notice.**

7. Contractors are responsible for removing their construction debris and trash from the Building. No construction debris or materials are to be placed in stairwells or other Common Elements. Contractors must make their own arrangements for removal of construction debris.

8. Contractors must provide protection for Common Element floors and walls. Contractors must clean up hallways and elevators daily, and following delivery or removal of materials or debris. Contractors shall seal off work area to keep dust out of non-work area.

9. Stairway doors are NOT to be propped open or unlocked. This is a fire hazard.

10. Contractors are responsible for repairing or replacing any damage to a building Common Element, Limited Common Element or adjacent Units caused by the construction process. Should the contractor fail to make such repairs in a timely manner, the Unit Owner contracting for the construction shall be assessed the costs of repairs.

11. Contractors are only permitted to work in the building between the hours of 8:30 A.M. to 5:00 P.M. Monday through Friday. Any additional hours must be approved in writing in advance by the Association. Contractors must be out of the building between 5:00 P.M. and 8:30 A.M.

12. Unit Owners may be fined for non-compliance with these Regulations. The Association may declare a requirement that an individual Unit Owner post a fund to be held in escrow and used for collection of fines, if in the Association's opinion, the Unit Owner's contractors have failed, or previously had failed, to abide by these Regulations. The unused portion of the fund will be returned to the Unit Owner upon completion of all work.

13. Contractors doing work in the following areas must notify the Association before proceeding with the work:

A. Installation, removal or reconstruction of: Electric circuits or terminal devices, Plumbing, HVAC, Gas service or Steam service

B. Any work that requires entrance into a shaft or soffit housing electrical, water, gas, steam or building mechanical services.

C. Any work in a Ceiling Area.

14. All chases that are opened during construction must be closed with the proper material to comply with Fire Code and a minimum of a two-hour fire wall.

15. "As Built" drawings showing: all locations of plumbing lines and valves (water, sewer, drain and gas), and internal locations of any and all electrical, plumbing and mechanical work performed, must be delivered to the Association upon completion of the work.

16. Each Unit Owner is responsible for requiring their contractors and builders to comply with all legal requirements including, but not limited to, obtaining permits, which must be displayed at the site.

17. A construction fee will be assessed against Unit Owners as a Limited Expense according to the following schedule:

Work extending for:

1 week or less	\$ 50.00/day		
Over 1 week but less than 1 month	\$100.00/day		
Over 1 month	\$100.00	per	day,
			not to exceed \$5,000.00

This fee is for elevator usage and general cleaning. It will be assessed to the Unit Owner as work progresses. The fee may be increased if, in the judgment of the Executive Board, the burden on the Association for elevator use or cleaning becomes excessive.

18. Unit Owners shall expeditiously complete all alterations without incurring any mechanics' or materialmen's liens.

19. Use of jackhammers or similar devices must be approved in writing specifically by the Executive Board, which may impose conditions such as timing and hours of such work and requiring a bond to secure liability for damages. At least 48 hours notice to occupants of Units on the adjacent (vertically) floors shall be given each day such work will be conducted.

20. Permits are required for dumpsters to be placed on streets. Only high-boy dumpsters may be used. Dumpsters must be kept locked at all times and must be securely tarped each night. The area surrounding the dumpster must be cleaned periodically throughout the day and at the end of each day.

21. All debris that falls onto the floors, in the elevators and in the surrounding areas and streets must be collected immediately.

22. Elevator doors are to be held open with the "Open" button. No object may be placed in the path of the elevator doors.

23. Vehicles loading and unloading must be attended at all times. Vehicles may not park in front of any Building entrances.

#### H. LEASING OF RESIDENTIAL UNITS

1. Unit Owners shall comply with the provisions of the Declaration regarding Leasing.
2. The current form of Lease Addendum approved by the Executive Board is available from management.
3. The current form of Assignment of Rent and Lease is available from management.
4. No portion of a unit (less than the entire Unit) may be leased for any period.
5. All leases must be written and copies must be submitted to the Association five (5) days prior to the tenant's move into the Building.
6. No subleasing is permitted.

#### I. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint three (3) Unit Owners to serve one (1) year terms as members of the Association "Internal Dispute Resolution Committee." Two members shall constitute a



quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairperson. Any members of the Committee may serve on the Executive Board.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint Form, the Chairman of the Committee shall attempt to informally resolve the dispute in a fair and equitable manner.

4. If the dispute has not resolved to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Building and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the Committee shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s):

- (1) Reprimand/warning
- (2) \$ 50.00 Fine
- (3) \$ 100.00 Fine
- (4) \$ 200.00 Fine
- (5) \$ 500.00 Fine
- (6) \$1,000.00 Fine
- (7) Any of such Fines per day or per occurrence, as appropriate.

8. Within twenty (20) days after receipt of the Committee Report, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. In the event the Executive Board does not ratify in accordance with paragraph 8, the Executive Board may hold a second full hearing on the matter and reverse, revise or confirm the decision of the Committee. In such case, the Executive Board may also levy a fine different than that recommended by the Committee, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.

10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress under the provisions of the Declaration.

12. Fines shall be payable within ten (10) days of imposition and shall constitute assessment liens as provided by the Pennsylvania Uniform Condominium Act.

13. Sanctions pursuant to the Schedule set forth in paragraph 7 above are not exclusive of any other rights and remedies of the Association for violations or for restraining violations.

END OF MISSION PLACE RULES AND REGULATIONS