

Goshen Valley III Condominium Rules and Regulations (revised 4 / 26 / 2016)

The following Rules and Regulations shall govern the use and operations of the property known as Goshen Valley III Condominium, heretofore submitted by Declaration of Condominium of Goshen Valley III Condominium dated 12/7/84 and recorded in Chester County Misc. Deed Book 663 page 352, as amended under the provisions of the Pennsylvania Uniform Condominium Act of July 2, 1980, P.L. 196 and the Bylaw adopted pursuant thereto.

To ensure the peace, tranquility, stability and harmony of the Goshen Valley III community; protect the property and values of all Unit Owners and promote the safe well-being of all residents the following Rules and Regulations are promulgated to govern the use and operations of the community. These Rules and Regulations shall apply to all present and future Unit Owners, mortgagees, lessees, equitable owners and residents of the Units, and their agents, employees, tradespersons, guests, and any other person or persons who may reside, visit, use, work in or deliver to any Unit or facility of the Condominium.

The Board of Directors of the Goshen Valley III Condominium Association has approved this revision of the Rules and Regulations of the Association in their meeting of July 18, 2016. This document supersedes and replaces any and all previous Rules and Regulations.

DEFINITIONS

1. Goshen Valley III Condominium - Units 2200 thru 3300 of the Goshen Valley Condominiums and more fully described in Declaration of Condominium of Goshen Valley III dated 12/7/84 as amended, and its attendant By-Laws. Goshen Valley III Condominium will be referred to as the "community".
2. Goshen Valley III Condominium Association Board - The elected representatives of the Goshen Valley III Condominium Unit Owners as more fully described in Declaration of Goshen Valley III Condominium dated 12/7/84, as amended, and its attendant By-Laws. The Goshen Valley III Condominium Association Board will be abbreviated as "CAB".
3. Management - The professional firm engaged or created by the CAB to manage the day to day affairs of the community, advise on budgetary matters, maintain records, contract with tradespersons, enforce the Rules and Regulations of the community and perform other such duties as directed by the CAB.
4. Unit Owner - The legal registered person, persons or entity owning an individual unit within the community as shown by the public records held in the Chester County Recorder of Deeds office.
5. Unit - A single specific dwelling including its appurtenant storage spaces, garages, patios, decks or balconies as more fully described in Declaration of Goshen Valley III Condominium dated 12/7/84, as amended, and its attendant By-Laws.
6. Residents - All persons including the unit owner, tenant's spouses, partners, relatives, children or any and all persons who physically reside within a unit on any given day of the week. For the purposes of these Rules and Regulations, any and all visitors and guests are considered to be transitory residents.
7. Agents - Any person or persons employed, contracted or engaged to perform any work, duties, repairs, maintenance or deliveries to, from or within any unit.
8. Common Element - Areas or facilities owned by all Unit Owners of the community in common. Examples include lawns and fields, tennis courts and the playground.
9. Limited Common Element - Portions of the common element reserved for the exclusive use of a specific unit or units. Examples include driveways or parking spaces allocated to specific townhouse units or, stairs and hallways for the use of the residents of a specific building.

GENERAL RULES

1. All units and all elements of the community shall only be used for the respective purposes for which they were intended.
2. All residents and their agents are expected to conduct their affairs in a dignified manner respecting the rights and privileges of their neighbors and other residents within the community. All residents are expected to ensure that their agents conduct their business in a professional manner.
3. No Unit owner, resident or their agents may create or permit any unreasonable noises, vibrations, or odors that disturb or annoy any other residents or diminish the value of any other unit.
4. No Unit owner, resident or their agents will do anything that will increase the community's insurance liabilities or policy(s) rates. All residents must comply with the standards imposed by the community's insurance policy(s).
5. All Federal, state and local laws and ordinances such as traffic laws, pet ordinances and such are in full force and effect. No unit or common element may be used for an unlawful or criminal purpose.
6. Any unsafe condition should be reported to the Management office.

LIMITED COMMON ELEMENTS

1. Electric outlets in the hallway and water faucets attached to the outsides of buildings are for use of maintenance personnel only and not for the use of residents.
2. No satellite dishes, antennas, aerial or similar items shall be attached to or hung from the exterior of any building, roof or lawns.
3. Discreet private security cameras may be installed with written permission of the CAB/Management. These security devices cannot be attached to the exterior of the building.

COMMON ELEMENTS

1. Residents shall not leave any personal articles such as bicycles, baby carriages, toys, lawn furniture, or grills unattended or overnight in any portion of the common elements. No item may be locked or secured onto any portion of the common elements such as locking a bicycle onto a railing or fence. The CAB/Management reserves the right to remove any item locked or attached in any manner from the common elements.
2. No portion of any common element such as entrance ways, stairwells, hallways or sidewalks may be blocked or obstructed at any time. This includes by the congregation of any persons.
3. With the exception of a "Self-Maintained Area", no portion of any common element may be altered in any manner such as the pruning or removal of trees or plants, digging on the grounds, the erecting of any structure, or the painting of hallways.
4. No riding or driving any skateboard, scooters, bicycles or any similar devices over and across any sidewalks, lawns, or hallways is permitted.
5. With the exception of professional chimney repair and maintenance persons, no residents or their agents are allowed onto the roofs of any buildings or into any mechanical/maintenance spaces. Nothing will be permitted that may impair the structural integrity of any building or other structure.
6. Playing upon or around structures on the lawns and common elements such as fences, utility facilities, support structures, stairwells, and so forth is not permitted.
7. No wading, swimming, or playing in the pond is permitted. During the winter months no ice skating, walking, or playing upon the ice is permitted.
8. The water pump facility is off limits to all residents.
9. No clothes lines or poles shall be erected upon any lawn, balcony, or deck.
10. No littering or burning of trash or refuse is permitted.
11. To respect the privacy of all residents the use of any Unmanned Aerial Vehicles (UAV) or Remotely Piloted Aircraft (RPA) (i.e. "drones") is not permitted.
12. Use of the common area is restricted to the benefit of residents of Goshen Valley and a reasonable number of family members or friends. The Unit Owner is fully responsible for any family members or guest. The common area may be used for party or entertainment purposes only with the prior written permission of the Management/CAB. Renters must first secure written permission from the Unit Owner who in turn will submit their written request to Management/CAB. Management/CAB may require a bond posting, insurance, security or other prerequisites before granting permission.

SAFETY

1. No resident or their agents shall introduce, store or use any combustible, hazardous or explosive materials in any Unit, including items such as gasoline, kerosene, naphtha, benzene, asbestos, fireworks, and so forth. No such items may be stored in any vehicle within the community
2. No gasoline or oil powered generators are permitted in any Unit.
3. No charcoal, gas, propane or any open flame grills or cooking device (used indoors or outdoors) are permitted. Only outdoor use of an electric grill on a unit's appropriate deck, patio or balcony is permitted.
4. All appliances and electric powered items must be approved or recommended by a competent regulatory or consumer authority (such as Underwriters Laboratories) and must be in good order and repair. No alterations are permitted and any repairs must be performed by manufacturer approved repair technicians.
5. No plant grow lights are permitted.
6. To minimize the chance of fire in Units all dryer vents must be cleaned and inspected on an annual basis. Dryer vents not in routine usage must be cleaned and capped.
7. In order to minimize the chance of fire in Units containing fireplaces, Unit Owners are required to have their fireplace and chimney inspected and/or cleaned on an annual basis. The inspection and/or cleaning must be performed by a professional service company that meets all Federal, state and township licensing standards. The professional chimney cleaning/inspection service company must be bonded and properly insured. The CAB/Management reserves the right to demand proof of bonding and insurance of any professional chimney cleaning/inspection Service Company engaged within the community. Proof of inspection must be submitted to Management by October 1st of each year. Failure to comply will result in a substantial violation fee as set forth in the attached fine schedule.
8. All fire doors shall remain closed. Any windows in common area hallways are not to be left open.
9. All Units must have an operational smoke detector.
10. All Units must use steel braided flex hoses when replacing or installing dish washers, clothes washers, sinks, and toilets. It is the Unit Owner's responsibility to ensure that all tradesmen use, replace, and/or install steel braided flex hoses when installing or repairing any item.
11. All Units are required to have an operational water sensor installed at their hot water heater.
12. All Units Owners are required to have their Heating/Air Conditioning Units maintained in good condition. Members residing in single floor flats must have their HVAC units inspected/serviced annually. An invoice showing the verification of maintenance of all condensation lines must be sent to the management office by May 15 of each calendar year.
13. Any unsafe condition should be reported to the Management office.

WATER USAGE

1. Water shall not be used nor consumed in unnecessary or unreasonable quantities, and any Unit Owner causing or permitting such use shall be liable to the community for the cost of the amount used in excess of the amount determined by the CAB/Management to be proper, necessary and reasonable. This includes regular maintenance of dripping faucets, running toilets, and any damaged pipes or soldered connections.
2. Drains, water closets, baths, showers, sinks, and the like, shall not be used for purposes other than for what they were constructed. No improper disposal or flushing of diapers, sanitary napkins, paper towels, wipes, ashes or any other foreign materials is permitted.
3. Water usage is for residential personal use only; no commercial usage is permitted.

DECORATIONS

1. In accordance with the Freedom to Display the American Flag Act of 2005, 109th Congress (2005-2006) residents may properly display the flag of the United States of America or the Armed Forces of the United States of America. Residents who have had sons or daughters wounded or lost in the service of the Armed Forces of the United States of America may display a "Gold Star Mothers" flag.
2. Holiday decorations must be removed the day following that particular holiday. Christmas decorations are the sole exception to this policy. Christmas decorations may be displayed until January 15.
3. No decorations may be attached to or hung from any portion of the exterior walls or roofs. No common elements may be permanently altered or damaged.

APPERANCE STANDARDS

1. All Units must conform to a uniform standard. Architectural and appearance standards and policies are intended to preserve the harmony of the community and maintain the values of all Units.
2. No resident is permitted to paint, alter, cover or change any portion of the exterior of their Unit.
3. No clothes or other articles shall be hung, aired, shaken or left to dry from any windows, doors, patios, balconies or decks.
4. No outside shades, awnings, window guards, ventilators, fans, window air conditioners or similar items shall be installed or used outside of or attached to any Unit without the prior written approval of the CAB.
5. Repair or replacement of any exterior item, such as windows, doors, garage doors and so forth, must be done in a professional uniform manner. All replacements of exterior items must have prior approval of the CAB. Unit owners must submit a written proposal giving details of the design of any replacement item and the name of the professional tradesperson/contractor engaged to install the items. Architectural Review Board proposal forms are available from Management. CAB/Management reserves the right to demand proof of bonding and insurance of any prospective tradesperson/contractor. The Architectural Review Board will review the proposal and provide a written answer within 20 calendar days of receipt. Any proposal denied by the Architectural Review Board will provide the Unit Owner a specific reason for its disapproval.
6. All window coverings, shades, curtain or blinds are to be in a white or off white color. No blankets, sheets, cardboard, or any other similar items may be used for window coverings.
7. All exterior doors must display the Unit number in a manner consistent with other doors. All doors within the flats will have a uniform door knocker that may display the residents' name. No other signs, notes, bulletin boards, chalk boards or any other items, other than temporary seasonal decorations, will be attached to any exterior door.
8. Unit owners will be wholly responsible for any financial liability necessary to restore and/or correct any violations and also will be subject to the punitive fining process.

COMMON FACILITIES

Common facilities such as the tennis courts, playground, swimming pool and club house are governed by a Recreation Board independent of Goshen Valley III and those facilities are to be used in common with the residents of Goshen Valley One and Goshen Valley Two. These pet free, non-smoking facilities are governed by their own Rules and Regulations that are available for review in the Management Office.

PATIOS/DECKS/BALCONIES

1. No Unit Owner will alter, paint or change any portion of any patio, deck, balcony, railing, partition or any structures. No signs may be attached to or hung from any railing or structure.
2. No resident is allowed to sit on, walk upon, play upon or underneath, hang from or otherwise disturb any railing, support structure or partition.
3. No repairs or replacement of any patio, deck or balcony is permitted without prior approval of the CAB. The same procedures detailed above regarding submission of written proposals to the CAB apply to all patios, decks, balconies, railings, supports and any other appurtenant structure.
4. Residents are permitted to maintain an unpretentious, tasteful display of flowers and seasonal decorations on their patio, deck or balcony. Flower boxes can be hung, but cannot be permanently attached, to the inside edge of these structures. This is so that their contents do no spill onto another resident's property.
5. Residents are permitted to unobtrusively set a satellite dish upon their patio, deck or balcony. No dishes exceeding 24 inches in diameter are permitted without the written approval of the CAB.
6. Residents are permitted to use and keep a tasteful, harmonious and uncluttered collection of appropriate outdoor furniture.
7. Residents are not permitted to sleep overnight on their patio, deck or balcony. Residents are not permitted to leave any pet unattended on their patio, deck or balcony.
8. No trash, boxes, firewood, or any such unsightly or unsafe items may be stored on any patio, deck or balcony.
9. No throwing or dropping trash, ashes or any sort of litter or rubbish is permitted. No spitting or disposal of waste water is permitted.

SELF-MAINTAINED AREAS (SMA)

1. Ground floor Unit residents may choose to maintain an adjacent area of the common lawns as a "Self-Maintained Area" for gardening. Residents desiring to create a "Self-Maintained Area" must submit a written proposal to the Management/CAB for approval. Upon arrival, Management will issue a red "SMA" placard for display in the designated area.
2. Residents will be free to plant, grow and maintain garden flowers and small shrubbery. No agricultural products may be grown. No invasive or harmful plants such as bamboo, ivy, kudzu, bitter vine or so forth may be planted.
3. Residents must maintain their "Self-Maintained Area" in a pleasing harmonious manner. The CAB/Management reserves the right to revoke any "Self-Maintained Area" that is not properly maintained.

COMMERCIAL ACTIVITIES

1. No soliciting is permitted in the community.
2. No manufacturing or repair trades are permitted in the community. No breeding of animals or cultivation of any crops is permitted. No usage of common water and/or electric is permitted.
3. Residents will not permit their agents to erect any advertising signs.

BURGLAR ALARMS

1. Unit Owners may install burglar alarms or use a security service at their sole personal expense. Unit Owners may place an unobtrusive placard giving notice of the alarm/security service status.
2. Unit Owners with such a burglar alarm or security service must notify the Management in writing giving information as to the name/phone number/e-mail of the service and also a name/phone number/e-mail of the Unit Owners designee in the event of the Unit Owners absence. The Unit Owners designee must be fully empowered to disengage the alarm and coordinate with the security service and any other appropriate authorities. The CAB/Management will not be responsible for any false alarms, turning any alarms off or any issues related to a burglary alarm or security service.

WILDLIFE

1. No harassment or interaction with any wildlife or the disturbing of their habitats is permitted.
2. No feeding of any wildlife is permitted.
3. In the event any wildlife becomes a nuisance or a hazard, such as a wasps' nest, Management should be notified and Management will address the problem.
4. Any animal or insect infestation within a unit is solely the responsibility of the Unit Owner. Unit Owners must make all reasonable precautions and treatments to prevent the spread of any infestation to any adjoining units or common areas.
5. In the event of an infestation that affects the common area the management office reserves the right to treat the common area. When such an infestation is uncovered management must be allowed to assess the health and safety of all units to determine the origin of the problem. When a determination is made any expenses incurred will be the responsibility of unit owner who's dwelling it determined to be the source or origin of the problem.

PETS

1. Only customary and conventional pets such as domesticated dogs and cats, tropical fish, hamsters and turtles are permitted to be kept by any resident as a pet. No exotic animals or reptiles (other than turtles) are allowed. No insects, arachnids, or arthropods may be kept. No livestock or poultry of any kind may be kept.
2. No animals may be bred or used for commercial purposes.
3. All pets must be housed within the unit. No Dog House or similar structure may be erected on the lawns, patios, decks or balconies. No permanent or temporary stakes or other devices may be placed on any lawns for the purpose of securing a pet.
4. No more than two dogs or cats may be kept in a single Unit.
5. All pets must be registered with the Management office. Proof of compliance with all laws and ordinances including licensing regulations and immunization requirements must be included with the pet registration. CAB/Management reserves the right to demand proof that any pet is still in compliance with licensing regulations and immunization requirements at any time subsequent to the initial registration with Management.
6. CAB/Management reserves the right to demand a Unit Owner secure adequate liability insurance for any pets they may have within their Units.
7. Unit Owners are fully responsible for any pet within their Unit or brought into the community by their tenants, agents, invitees, or themselves. Unit Owners shall indemnify and hold harmless the Community, CAB, Management, or any other unit owner from and against any loss or liability including damage of any kind arising out of the presence of an animal.
8. Unit Owners and residents must ensure that their animals do not foul any sidewalks, hallways, stairwells or any other trafficked area. Unit Owners and residents are responsible for cleaning up after their animals and for the proper and prompt disposal of any waste. Animal waste may not be disposed in the trash can in the playground area. Animal waste may not be "stored" on any patio/deck or balcony. Improper disposal of pet waste will result in a fine.
9. All Unit Owners are responsible that their animals do not disturb any other residents.
10. All Unit Owners are responsible for any damages caused to property by their animals or their renter's animals.
11. No aggressive or intimidating animals may be kept within the community. Any animal that attacks another animal or person will be permanently removed from the community. CAB/Management reserves the right to demand the removal of any animal in violation of these Rules and Regulations.
12. All dogs must be on a leash at all times when outside.

TRASH DISPOSAL

1. Dumpster use is limited to residents only.
2. Dumpsters are provided for the disposal of routine household waste and not bulk trash. All such trash must be placed fully into the dumpsters. All dumpster lids and doors are to remain closed.
3. Prior to the disposal of any bulk items contact the Management Office. Non-hazardous bulk items, such as sofas, chairs, mattresses, tables, washers, dryers, stoves and carpets, may be dropped off at the large dumpster area between the 3200 building and the 3300 building on Valley Drive. A disposal fee, as set forth in the attached fee schedule, per bulk item is mandatory.
4. Recyclable dumpsters are to be used only for appropriate recyclable items.
5. Any appliance with Freon, such as refrigerators, air conditioners, dehumidifiers, or freezers, must first have the Freon removed safely by a certified technician. The technician will then place an approved sticker/identification label on the item. Refrigerators and freezers must have their doors removed. Only then may these items be dropped off at the large dumpster area for removal. A mandatory disposal fee will be assessed per item, as set forth in the attached fee schedule.
6. Other hazardous materials, such as oil based paints, thinners, car batteries, automotive tires, oil, insecticides, e-waste and so forth, may not be disposed of in the community's dumpsters. Please contact East Goshen Township for the appropriate disposal procedures.
7. If in doubt, residents should contact the Management office with any questions regarding the proper disposal of any item.
8. Unit Owners are responsible that their Agents do not dump any packing material, construction debris, bulk items or any other material in the dumpsters without the prior written permission of Management. If disposal of any items by an agent is approved by the Management the Unit owner will be responsible for all appropriate disposal fees.
9. Illegal or inappropriate disposal of any items will result in a mandatory fine as set forth in the attached fine schedule. The total fine will be cumulative and assessed per item against the offending Unit Owner.

SMOKING

1. To protect residents from the hazards of second hand smoke certain areas are declared "No Smoking" areas. Smoking is defined as the use of any tobacco products such as cigarettes, cigars and pipes (including water pipes); non-tobacco products such as clove cigarettes or e-cigarettes; any cannabis products or e-hemp (including medical marijuana) and any and all other similar variants, facsimiles or derivatives.
2. All common hallways and stairwells are no-smoking areas. No smoking is permitted within 30 feet from an entrance to any building. No smoking is permitted in the playground, pool area, tennis courts or club house.
3. Any use of medical marijuana , as prescribed legally by the laws of the United States and the Commonwealth of Pennsylvania, must be administered within a Unit and is not permitted at any other location.
4. In the event that a resident's heavy smoking contaminates any common area or any other residents Unit the offending Unit Owner, at their own expense, will be required to install appropriate filtering and/or insulation to fully remedy the situation.
5. The CAB/Management reserves the right to declare other areas of the common element as no-smoking areas. Examples include smoking on decks which interferes with another resident's Unit or smoking on the lawn or parking lot which drifts into another resident's Unit through any open windows or balcony doors.

PARKING AND VEHICLES

1. Residents are only permitted to have passenger vehicles that accommodate less than 10 passengers within the community. No commercial vehicles, trailers, tractors, buses, trucks with six or more wheels, mobile homes, recreational vehicles, boats, boat trailers, snowmobiles or cross country all-terrain vehicles are permitted. No vehicle having a commercial license plate or displaying any kind of commercial sign is permitted. An exception may be granted, upon written request to the Management/CAB, for a single such vehicle used also as the personal transportation vehicle by a Resident.
2. Unit Owners are only permitted to routinely park two vehicles in the community. Any Unit with more than two vehicles may receive written permission from the CAB/Management to park a third vehicle in the community. No fourth vehicle is permitted at any time.
3. Each Unit is assigned one parking space for its exclusive use. Any second vehicle must be parked in an unassigned overflow parking area. No double parking is permitted. A list of assigned parking spaces is attached to this document as an appendix and is also available for inspection in the management office. Any persons parking in another Units' exclusive parking space will be subject to removal at the violator's expense.
4. All visitors must park in an unassigned overflow parking area. Parking is permitted in the large dumpster area between the 3200 building and the 3300 building on Valley Drive only on Saturdays and Sundays.
5. No vehicle shall be parked in such a manner as to impede or prevent access to another vehicle. No parking within fire lanes is permitted. All vehicles must be parked within the marked lines of a parking space.
6. No vehicles of any sort may drive onto or over any lawn or sidewalks. No vehicles of any sort may block or obstruct access to any sidewalk, fire hydrant, utility facility, driveway, dumpster area, or parking space nor interfere in any manner with any emergency services, contractors or other residents of the community.
7. All vehicles must be in legal operating condition. All vehicles must display a current and valid registration, inspection sticker, and license plate. Storage of non-operational vehicles is prohibited.
8. The CAB/Management reserves the right to have any vehicle parked in an unsafe or prohibited manner towed without notice to the owner. The CAB/Management reserves the right to have any vehicle that is not displaying a license plate or showing an expired or invalid registration or inspection sticker towed without notice to the owner. The CAB/Management and the community assume no liability for any expenses or damages incurred during the removal of vehicles in violation of these Rules and Regulations. All towed vehicles in violation of these Rules and Regulations are done at the sole expense of the vehicles owner.

9. All vehicles must be maintained in a reasonably presentable and pleasing condition. No vehicles are permitted to leak any fluids. No vehicle may be used as a storage area. CAB/Management reserves the right to demand the removal of vehicles with broken windows, mismatched or dented panels, taped repairs or other flaws that degrade the appearance of the community.
10. All residents' vehicles must have a valid Goshen Valley Parking Permit. All Unit owners and residents must submit a Vehicle Parking Registration Form with the Management Office to receive a Goshen Valley Parking Permit. Units that have been sold in an arm's length transfer are entitled to one Parking sticker free of charge effective the date of notification of management of the new owners recordation of their deed. Unit owners and residents requiring a second Parking Permit will be charged a fee as set forth in the attached fee schedule. Unit owners who rent their Units are responsible to retrieve Parking Permits from any departing tenants. Management will maintain a registration log of all Parking Permit serial numbers assigned to specific Units and vehicles.
11. Residents are not permitted to idle their vehicles in any parking area creating unsafe fumes. Residents are not permitted to make any unreasonable noises or disturbances with their vehicles' radios, music systems, horns or alarms.
12. Residents are permitted to perform emergency repairs such as changing tires and jump starting batteries within their assigned parking spaces. Minor routine maintenance such as adding anti-freeze or adding windshield wiper fluid is permitted within the assigned parking space. No non-emergency / non-routine repairs or maintenance such as the installation of music systems, the changing of oil, or any sort of body work is permitted. Residents must ensure that no fluids are spilled onto the grounds. Residents must promptly clean up the parking space after any repairs or maintenance.
13. Residents are permitted to wash and clean their vehicles in their assigned parking space. Residents must promptly clean up the parking space after any washing or cleaning of their vehicles.

DELIVERY, MOVING AND MAINTENANCE HOURS

1. Emergency repairs are permitted at any time on any day of the week.
2. Non-emergency repairs such as moving activities, the delivery, removal, or installation of items or painting and other such routine repairs and activities are permitted between the hours of 8:30 am and 9:00 pm. No such activities are permitted on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.
3. Residents moving into or out of a Unit are permitted to park a moving van for 2 nights in an overflow parking area.
4. Unit owners are responsible for any damages in any common areas such as hallways and stairwells caused by any of the agents or tenants.

5. Unit Owners must ensure that any vehicles used for the above activities do not deprive any resident the use of their assigned parking space.

RENTALS

1. Unit Owners who rent their units are responsible for a due diligence review of all prospective tenants. A copy of the Rules and Regulations must be presented to all renters. The prospective tenants and Unit Owners must sign and execute the Rules and Regulation Acknowledgement Form (available from the Management Office) and submit it along with a copy of the lease, to the Management Office at least 2 weeks prior to each new tenant's move-in date. Unit owners who do not comply with these guidelines will be subject to a fine in accordance with the attached fine schedule.
2. Unit owners must specify within their lease agreement which, if any, of the approved pets are permitted in their residence.
3. A Lease Review and Administration fee, as set forth in the attached fee schedule, will be charged for each and every lease submitted to Management. Any time there is a change in renters a new lease agreement will be due and a new Lease Review and Administration fee will be payable.
4. Unit Owners are responsible to comply with all Federal, State and Local statutes and ordinances. Unit Owners must notify East Goshen Township of their intention to rent their Unit and submit all proper documents including the Change of Use and/or Occupancy form and the semi-annual Rental Occupancy Reports to the township. The CAB/Management reserves the right to demand proof of compliance with the Township ordinances.
5. Unit Owners must submit current contact information to the Management Office including their actual physical home address, home phone number, personal cell phone number, work phone number and/or personal e-mail addresses. Unit Owners must promptly notify Management of any changes in their contact information.
6. Unit Owners may appoint a person or Property Management Company to oversee and manage their rentals. Unit Owners who do so must notify the Management Office in writing and specifically state the limits of authority that they have delegated to the Property Management Company. In the case of an individual the Unit Owner must submit an original signature, original notary copy of their Limited Power of Attorney conveying authority to the individual. Unit Owners must also supply current contact information including addresses, phone numbers and e-mail addresses of their designated Property Management Company and/or personal representative. Unit Owners must promptly notify the Management Office of any change of status in their Property Management Company or revocation of their Limited Power of Attorney.
7. Unit Owners are responsible for getting a Parking Permit from the Management Office and presenting it to their tenants. If a second Parking Permit is necessary the Unit Owner is responsible for getting that from the Management Office, paying the appropriate fee, and

presenting it to their tenants. Upon termination of a lease the Unit Owner is responsible for securing any Parking Permit(s) from their tenants and re-issuing them to the new tenants.

8. Unit Owners are responsible for registering their tenant's vehicles with the Management Office and promptly updating the Management Office upon any changes.
9. Renters must submit requests for routine maintenance to the Unit Owner, or their designated representative, who will, in turn, submit a written request to the Management Office, if applicable.
10. In cases of imminent threats to the safety of the community or serious potential problems that may affect other Units or Common Elements, the renter should first notify the Unit Owner, or their designated representative, and secondly notify the Management Office of their concerns. Notification of the Management Office should be promptly documented in writing as soon as possible. In the face of an imminent threat or serious potential problem the Management Office/CAB reserves the right to contact the Unit Owner and/or their personal representative demanding the Unit Owner address the complaint in a timely and comprehensive manner. Unit Owners who fail to rectify any imminent threats or serious potential problem do so facing fines from the Management/CAB as well as possible litigation from any and/all parties harmed by their inaction.

RECORDS MAINTENANCE

1. Management Office will maintain copies of all general public information records, such as:
 - a. Homeowners Declaration and By-Laws of Goshen Valley III
 - b. Rules and Regulations of Goshen Valley III
 - c. Goshen Valley Newsletters
 - d. Yearly budgets
 - e. General Notifications
 - f. Parking Space assignments
 - g. Goshen Valley III insurance policies
 - h. Recreational facilities and club house rules and regulations
 - i. Public record source information such as newspaper articles, police reports, township inspections reports and so forth
2. Residents may view any general public information records in the Management Office during standard business hours. Management may charge a reasonable fee for copies of any general public information records.
3. Management will maintain restricted access information records on specific units, such as:
 - a. Rental agreements and leases
 - b. Emergency contact information
 - c. Vehicle and pet registrations
 - d. Complaint, violation and fines correspondence
4. Management will maintain restricted access information records on a specific unit until a bona fide consideration arms-length transfer is entered in the public records and proper notification is given to Management. Files will be maintained for six months after such a transfer occurs. After the six month period such files will be destroyed. In the event of a Unit Owner owning multiple units records will be maintained until six months after their last unit is conveyed.
5. Unit Owners may submit a written request to review the restricted access information record on their specific unit. Unit Owners may request, in writing, that the CAB remove specific item(s) from their file. The CAB will reply, in writing, within one month regarding the removal or retention on the specific item(s). If the CAB agrees to remove a specific item(s), the Management Office will remove and destroy such item.
6. All records are the property of Goshen Valley III Condominium Association. In the event of a change of Management companies all records will be turned over intact to the new Management Company.

FINES

1. Any violation of the Rules and Regulations and their respective fines will be categorized as either "nuisance", "substantial", or "restorative".
 - a. Nuisance fines are for violations of a minor or routine nature such as pet violations, noise violations, smoking violations and parking violations. They are easily correctable by simply adhering to the Rules and Regulations. A first violation will result in a letter being sent to the Unit Owner (and renter, if applicable) demanding adherence to the Rules and Regulations. If the violation is repeated, or the original violation is not rectified within 10 calendar days, an initial fine as set forth in the attached fine schedule will be assessed against the Unit. If the violation is repeated a second time, or if the original violation has still not been rectified within 20 calendar days of the initial notification, an increased fine as set forth in the attached fine schedule will be assessed against the unit.
 - b. Substantial fines are for violations of a more serious nature that could result in injury or damage, involve flagrant disregard of the rights of other Unit Owners, violations of any local, state or federal laws or ordinances, health violations and so forth. Substantial violations will result in an immediate fine, as set forth in the attached fine schedule, against the Unit. Unit Owners must immediately remedy the violation. If a unit owner is unable to immediately correct the violation they must immediately notify the Management/CAB in writing specifying the reasons for their inability to correct the violation and offer an estimated time frame for compliance. The Management/CAB may allow an extension of time to the Unit Owner for correction of the violation. A second violation (or failure to rectify the original violation within 10 calendar days) will result in an increased fine as set forth in the attached fine schedule. A third violation (or a continued failure to rectify in the original violation within 20 calendar days) will result in an increased fine as set forth in the attached fine schedule.
 - c. Restoration fines may be imposed by the CAB against a Unit to repair, correct or replace any object or spaces damaged or destroyed (intentionally or not) by any resident. Violations committed by any renters, visitors or agents of the owner will be assessed directly against the Unit Owner. Restoration fines will include any contractor, labor, material, legal and/or managerial fees as required.
2. All violations of the Rules and Regulations (both nuisance and substantial) are cumulative to a Unit. As an example, a noise violation and a subsequent pet violation will result in the increased fine being levied. In the case of rental properties, all violations will be cumulative to the Unit and will not restart upon a new or changed renter(s) taking possession of the Unit.
3. Any Unit with an unpaid fine balance will lose all privileges within Goshen Valley. This includes voting rights, the use of recreational facilities, clubhouse rentals, and any reserved parking designations afforded them. After payment in full of all fines, the Unit Owner is

responsible for any additional charges to restore privileges, such as a fee to reactivate pool access devices. The Unit Owner is also responsible for all legal fees, interest, court costs and any other expenses incurred in the collection of their fines. The CAB/Management may, at their discretion, take additional actions to rectify any conditions involving the safety of the community.

4. Any fine imposed for any violations of the Rules and Regulations shall constitute a common expense assessment and a lien against the Unit and shall be collectable in the same manner as provided for in the collection of common assessments. No fines will be discharged by reason of a non-bona fide consideration, non-arms-length deed transfer of the Unit.
5. The fine and fee schedules attached to the Rules and Regulations may be amended from time to time without a re-proclamation of the entire document. The CAB may increase the fines and/or fees as they see necessary by publishing the new fees in the Goshen Valley newsletter and attaching the new fine/fee schedule to this document.

INTERPRETATION

The CAB/Management reserves the right interpret these Rules and Regulations. No examples given within this document shall be construed as being strictly all inclusive. All examples are given for illustrative purposes only.

AMENDMENT OF THE RULES AND REGULATIONS

The CAB reserves the right to amend or revise portions of these Rules and Regulations as may become necessary.

APPENDICES

- A. Parking Assignments
- B. Fee Schedule
- C. Fine Schedule

APPENDIX A: PARKING ASSIGNMENTS

2200 Building - flats

2201 - A	2207 - C	2213 - S	2219 - L
2202 - B	2208 - D	2214 - R	2220 - M
2203 - J	2209 - W	2215 - E	2221 - N
2204 - K	2210 - V	2216 - X	2222 - O
2205 - P	2211 - U	2217 - F	2223 - I
2206 - Q	2212 - T	2218 - G	2224 - H

2300 Building - flats

2301 - No. 68	2307 - No. 70	2313 - No. 49	2319 - No. 50
2302 - No. 63	2308 - No. 72	2314 - No. 56	2320 - No. 59
2303 - No. 57	2309 - No. 61	2315 - No. 67	2321 - No. 60
2304 - No. 52	2310 - No. 64	2316 - No. 62	2322 - No. 53
2305 - No. 58	2311 - No. 51	2317 - No. 65	2323 - No. 69
2306 - No. 55	2312 - No. 54	2318 - No. 66	2324 - No. 71

2400 Building - flats

2401 - No. 44	2407 - No. 37	2413 - No. 28	2419 - No. 29
2402 - No. 42	2408 - No. 45	2414 - No. 32	2420 - No. 36
2403 - No. 35	2409 - No. 43	2415 - No. 40	2421 - No. 31
2404 - No. 34	2410 - No. 47	2416 - No. 48	2422 - No. 26
2405 - No. 27	2411 - No. 25	2417 - No. 39	2423 - No. 38
2406 - No. 33	2412 - No. 30	2418 - No. 41	2424 - No. 46

2500, 2600, and 2800 Buildings - townhouses

Each townhouse has a garage that can be used for one vehicle and space for an additional vehicle in its appurtenant driveway. Each grouping of townhomes also has an adjacent lot for additional parking. Parking in the adjacent overflow parking area is limited to 2500 residents and their visitors only. In this overflow area, the following units have assigned parking spaces:

2517 - No. 8	2519 - No. 6	2521 - No. 4	2523 - No. 2
2518 - No. 7	2520 - No. 5	2522 - No. 3	2524 - No. 1

2700 Building – flats – no designated parking assignments
2900 Building – flats – no designated parking assignments

3000 Building – flats

3001 – No. 42	3007 – No. 45	3013 – No. 29	3019 – No. 41
3002 – No. 44	3008 – No. 39	3014 – No. 33	3020 – No. 37
3003 – No. 27	3009 – No. 34	3015 – No. 40	3021 – No. 30
3004 – No. 25	3010 – No. 46	3016 – No. 36 *	3022 – No. 31 *
3005 – No. 35	3011 – No. 26	3017 – No. 43	3023 – No. 48
3006 – No. 28	3012 – No. 32 *	3018 – No. 47	3024 – No. 38

* Spots marked with an asterisk are currently designated for handicapped parking only.

3100 Building – flats

3101 – No. A	3107 – No. S	3113 – No. Q	3119 – No. H
3102 – No. D	3108 – No. X	3114 – No. L	3120 – No. M
3103 – No. G	3109 – No. T	3115 – No. B	3121 – No. J
3104 – No. K	3110 – No. R	3116 – No. V	3122 – No. O
3105 – No. F	3111 – No. I	3117 – No. W	3123 – No. U
3106 – No. N	3112 – No. P	3118 – No. E	3124 – No. C

3200 Building – flats

3201 – No. S	3207 – No. W	3213 – No. B	3219 – No. G
3202 – No. O	3208 – No. R	3214 – No. A	3220 – No. E
3203 – No. J	3209 – No. T	3215 – No. Q	3221 – No. D
3204 – No. X	3210 – No. N	3216 – No. P	3222 – No. F
3205 – No. K	3211 – No. I	3217 – No. U	3223 – No. V
3206 – No. H	3212 – No. C	3218 – No. L	3224 – No. M

3300 Building – flats

3301 - W	3307 - L	3313 - U	3319 - I
3302 - N	3308 - X	3314 - D	3320 - T
3303 - V	3309 - O	3315 - R	3321 - F
3304 - A	3310 - J	3316 - Q	3322 - G
3305 - H	3311 - B	3317 - S	3323 - M
3306 - E	3312 - C	3318 - K	3324 - P

CVIII Rules

APPENDIX B: FEE SCHEDULE

1. Bulk trash disposal fee is \$35.00 per item
2. Vehicle parking sticker permit is \$35.00 per additional sticker as set forth in the rules and regulations
3. Late fee (after 10 days) for the routine monthly Homeowners' dues is \$25.00
4. Rental review fee is \$100.00 per lease.
5. A \$50 fee will be charged for any check returned for insufficient funds.
6. A non-transferrable \$20 dog maintenance fee will be charged per year for each dog a unit owner houses within Goshen Valley. This fee is designed to address the cost of supplies, labor, and waste removal. The dog yearly dog maintenance fee will cover the unit owner from January 1 thru December 31 of each calendar year.
7. ALL FEES MUST BE PAID BY CHECK, PAYABLE TO "GOSHEN VALLEY III CONDOMINIUM ASSOCIATION". CASH IS NOT ACCEPTED.

APPENDIX C: FINE SCHEDULE

Nuisance violations: Nuisance violations are minor, routine infractions such as pet violations, noise violations, smoking violations and parking violations.

1. The first violation will result in a letter being sent to the Unit Owner demanding adherence to the Rules and Regulations.
2. The second violation (or failure to rectify the original violation) will result in a \$50.00 fine being assessed against the Unit.
3. The third violation (or continued failure to rectify the original violation) will result in a \$100.00 fine being assessed against the Unit.
4. Any and all subsequent violations will result in a \$150.00 fine being assessed against the Unit.

Substantial violations: Substantial violations are violations of safety policy, rental policy, unauthorized alterations and activities that result in damage to common areas or any other Units or vehicles.

1. The first violation will result in a fine of \$100.00 being assessed against the Unit.
2. The second violation (or failure to rectify the original violation) will result in a \$150.00 fine being assessed against the Unit.
3. The third violation (or failure to rectify the original violation) and any subsequent violations will result in a fine of \$200.00 fine being assessed against the Unit.

Restoration fines: Restoration fines are any expenses (including labor and material) incurred by the Management/CAB to repair, correct or replace any object or spaces damaged or destroyed (intentionally or not) by any residents. The full restoration costs and any appropriate legal or managerial fees will be assessed against the Unit.

1. A \$35 fine will be assessed for each lease agreement and Rules and Regulations Acknowledgment Form that is not filed with the management office a minimum of 2 weeks prior to each new tenants move in date.

ALL FINES MUST BE PAID BY CHECKS PAYABLE TO "GOSHEN VALLEY III CONDOMINIUM ASSOCIATION" ONLY. CASH IS NOT ACCEPTED.

Goshen Valley III

Rules and Regulations

Adoption Page

The current Rules and Regulations which governs Goshen Valley III Condominium Association is adopted and effective **July 18, 2016**. The Association may pursuant to and within the limitations of the Act, amend and revise these Rules and Regulations from time to time as appropriate and necessary.

BOARD

Anita Faust

Anita Faust – President

Joyce Nolan

Joyce Nolan – Secretary

Judith A. Petrelli

Judith Petrelli – Vice President

Renee Frederick

Renee Frederick – Treasurer

Phyllis McCarney

Phyllis McCarney – Member at Large