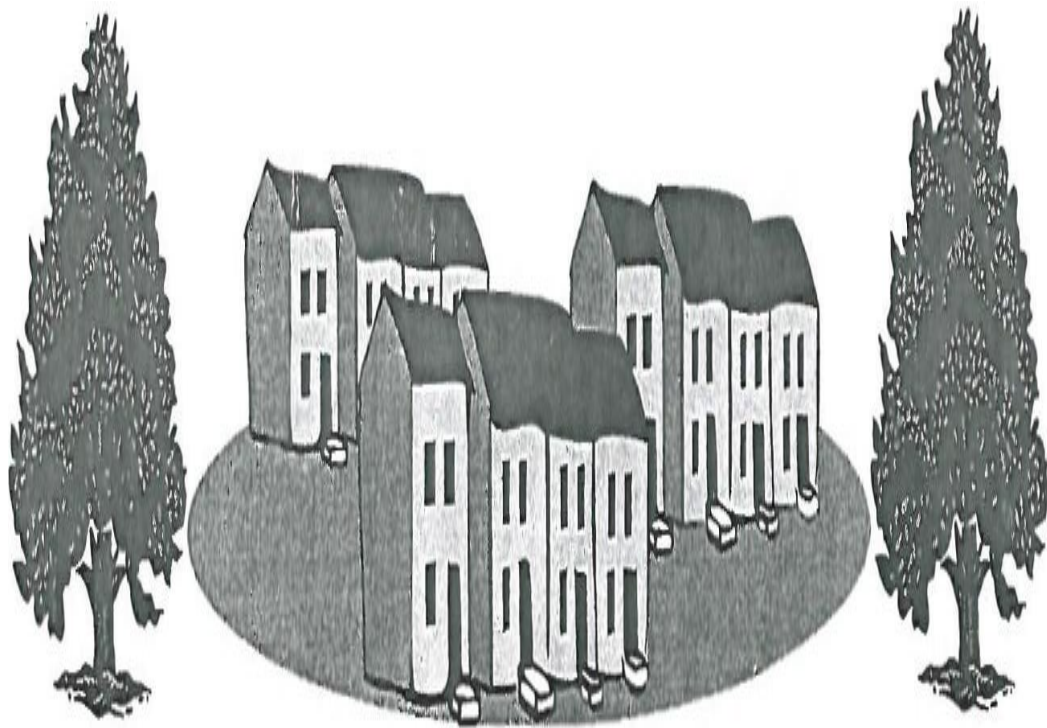


HAMPTON CROSSING

CONDOMINIUM OWNERS ASSOCIATION

RULES AND REGULATIONS



UPPER SOUTHAMPTON TOWNSHIP
Bucks County, Pennsylvania
Effective June 1, 2021

TABLE OF CONTENTS

I. EXPLANATION OF RULES AND REGULATIONS	1
II. GENERAL RULES.....	
A. <u>UNIT MAINTENANCE</u>	2
B. <u>SNOW REMOVAL</u>	3
C. <u>SEWER</u>	3
D. <u>WINDOWS/DOORS/PATIOS/BALCONIES</u>	3
E. <u>TRASH AND RECYCLING DISPOSAL</u>	4
F. <u>PETS</u>	4
G. <u>VEHICLES AND PARKING</u>	5
H. <u>DECORATIONS</u>	7
I. <u>RECREATION EQUIPMENT</u>	7
J. <u>SATELLITE/CABLE</u>	7
K. <u>SIGNS</u>	8
III. ARCHITECTURAL and LANDSCAPING	9
A. <u>EXTERIOR MODIFICATIONS</u>	9
B. <u>PAINT COLORS</u>	9
C. <u>LANDSCAPING</u>	9
D. <u>UNIT LEASING</u>	10
IV. ENFORCEMENT OF RULES	11
ADDENDUMS & SUPPLEMENTAL FORMS	
ADDENDUM TO LEASE	14
RENTAL LEASING CENSUS	17
ARCHITECTURAL REQUEST/APPROVAL FORM	18
LIST OF UTILITY LOCATIONS	21
ASSOCIATION RESPONSIBILITY CHART	22

I. EXPLANATION OF RULES AND REGULATIONS

(For Owners, Tenants and Guests)

These Rules and Regulations have been established to assure pleasant and harmonious living for all residents and their guests. They are based on and are supplementary to: 1) the Declaration of Condominium, and 2) the Condominium Bylaws. Refer to the Declaration and Bylaws in your homeowner's manual for subjects not covered in these pages. In the event of any conflict between these rules and regulations and the Declaration of Condominium, the Declaration shall control.

Many of these Rules and Regulations concern personal safety and sanitation. All Rules and Regulations concern living with consideration for one's neighbors. The Rules and Regulations will be strictly enforced.

Your first responsibility to your neighbors is to become familiar with the Rules and Regulations. Your next responsibility is to adhere strictly to them and to see that your guests and tenants do the same.

Condominium living is different from owning your own single home and the grounds around it. Adjustment to this difference is not always easy, but you will find that the Rules and Regulations by which our residents abide are quite reasonable, make common sense and are easy to live by.

Final interpretation of any rule contained herein is at the sole discretion of the Board of Directors.

These Rules and Regulations have been approved by the Board of Directors of the Hampton Crossing Condominium Association on March 31, 2021 and are effective June 1, 2021.

The term "Condominium" refers to a form of property ownership. Property, which is owned as a condominium, contains two distinct types of property - Units and Common Elements. Units are portions of a condominium which are set aside for individual ownership and occupancy. Common Elements, on the other hand, are all portions of the condominium which are not included within the Units. Portions of the Common Elements which are limited to the exclusive use of one unit owner, such as porches and decks, are called Limited Common Elements. Please refer to the Declaration of Condominium for the definitions of the Unit Common Elements and Limited Common Elements.

These revisions of the rules and regulations shall supersede all prior publications, distributions, and updates.

II. GENERAL RULES

A. UNIT MAINTENANCE

1. Each unit shall be used for and occupied as a single-family residential purpose, and not be used for any other purpose. No portion of the property may be used for commercial purposes.
2. Each unit shall be maintained by its owner (or lessee if appropriate) in a safe, clean, and sanitary manner, and in a condition of good order and repair at the expense of the owner. Unit owners or occupants are not permitted to repair damage to the exteriors of the buildings and Common Elements such as building entryways and hallways. If there is need for a repair or maintenance to these areas, it should be reported to the Management Company. This includes improperly functioning site lighting.
3. No Unit or any part of the Common Elements shall be used, occupied or kept in a manner that violates any law, statute, ordinance or regulation of any governmental body or that leads to the cancellation of any hazard insurance policy or policies on the premises.
4. Unit owners shall be held responsible for the actions of children, guests, pets, lessees, and anyone they invite onto the property. Any damage to any portion of any unit or Common Elements caused by the unit owners, their children, guests, pets, lessees, and anyone they invite onto the property shall be paid for by the unit owner regardless of fault or negligence. This includes, but not limited to landscaping, signage, transformers, railings, lighting, pool areas, cable boxes, etc. Damages will be assessed to the owner's account and are subject to the Hampton Crossing Assessment Collection Procedure.
5. Explosives, fireworks, kerosene, or articles deemed extra hazardous to life, limb or property, or any other item that would increase the rate of property insurance are prohibited. In addition, fire pits, chimineas, hibachis, charcoal barbeques, or any other open flame is not permitted anywhere on the property.
6. The Common Elements shall be used only for the benefit or enjoyment of the Unit Owners and the occupants of all Units and may not be obstructed in any way. No Unit Owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment by the occupants of any other Unit.
7. Storage spaces in Common Elements shall be used and allocated by the Executive Board. Personal storage in the first-floor closet is prohibited and the Board or their designee can remove items at any time.
8. An operational and properly maintained smoke detector must be installed in each Unit.
9. Hallway entry doors MUST remain closed at all times and are not permitted to be propped open (except when moving in and out of the unit).
10. Hardwood flooring is permitted in all areas of a first-floor unit. Second floor units with hardwood flooring must have cork or a sound-reducing pad beneath hardwood floors.
11. No waterbeds or other furniture filled with a liquid or semi-liquid solution shall be installed or used in any unit.

12. Owners and Tenants must be mindful of neighbors in regard to noise. Televisions, radios, talking, etc., should not be heard outside of your unit. Also, washing machines and dryers may not be run between 10PM and 7AM.

B. SNOW REMOVAL

1. The Association will perform snow removal on all roadways, parking areas, sidewalks, and stairs under the direction of the Property Manager in consultation with the Board of Directors.
2. Rock salt destroys concrete; therefore, **UNDER NO CIRCUMSTANCES ARE RESIDENTS PERMITTED TO USE ROCK SALT ON COMMON OR LIMITED COMMON ELEMENTS.**
3. Ice melt has been provided in every entryway for the owners to use in the event these areas become slippery. It should be used sparingly and must be distributed using the measuring cups provided.

C. SEWER

1. Unit Owners are advised NOT to dispose of the following items into the kitchen drainage system:
Meat fats Oils/Butter/Margarine Lard / Shortening

It is recommended that everything above should be bagged and disposed of in the trash.

2. Unit Owners are also advised NOT to dispose of the following items into the sanitary sewer system or sewer lines:
Feminine products paper towels napkins baby wipes toys

These items do not breakdown/disintegrate eventually causing clogs, sewage backups and overflow into unit crawl spaces.

3. Upon notification of the occurrence of a sanitary sewer clog; the homeowner is to engage a licensed plumbing/drain cleaner contractor to investigate the clog.

D. WINDOWS/DOORS/PATIOS/BALCONIES

1. All windows and patio/balcony doors/enclosures must have screens. All screens on windows and doors must be in good condition and not torn or patched. Window frames must fit properly and not be bent. Front Windows must have the white grids on the windows, and the rear windows and sliding glass doors must be clear glass.
2. Patios or balconies are not for storage of personal items and only patio and balcony furniture should be placed in these areas. Patios and Balconies should be free of clutter and may have no more than 2 potted and/or 2 hanging plants. Unit Owners shall take whatever steps may be necessary to prevent any object from falling from a balcony and shall be liable for any damage or injury it may cause.
3. Bird Feeders, wind chimes and windsocks are not permitted. In addition, feeding or caring for feral or wild animals is prohibited.

4. Window/wall air conditioner units and window fans are prohibited.
5. Draperies, blinds curtains or other window coverings must be installed by each unit owner or occupant on all windows and sliding doors of the unit and must be maintained in said windows and sliding doors at all times. All window and door coverings (shades, blinds, drapes, curtains. etc.) must have a white or off-white surface facing the public view.
6. No laundry, swimming suits, towels, etc. may be hung on railings or dried outside the unit. Clotheslines are strictly prohibited.
7. All windows, doors, patios and/or balconies must be maintained in good condition, including repairs, cleaning, and painting, as necessary. All modifications or changes to these items require prior written approval from the Board of Directors.

E. TRASH AND RECYCLING DISPOSAL

1. Household trash collection (2 times a week) and MANDATORY Recycling (1 time a week) is contracted by the Association.
2. Trash and recycling must be placed inside a trash or recycling can in a designated trash area. Trash may not be stored anywhere on the property, including common hallways, patios, or balconies, etc.
3. No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage, or other waste.
4. No tires, batteries, paint cans or flammable substances are to be disposed of with the trash. In addition, PA State Law prohibits electronic items, such as TVs, computers, printers, microwaves, etc. along with corresponding equipment and cords to be placed out with trash or recycling. Refer to your local phone directory for information regarding proper disposal.
5. Large bulk items like furniture and appliances are not accepted for regular household trash pick-up. Residents must **call the property manager** for information to make arrangements for disposal of bulk items, especially for appliances and anything with contaminating Freon. **DO NOT** put any bulk items in the trash areas. Residents are fully responsible for the total cost of the removal.
6. If the Association incurs a cost for removal of a bulk or prohibited item, all units of the association will split the cost to have it removed.

F. PETS

1. Only domestic animal life, no wildlife, (including dogs, cats, pets, hamsters, birds, reptiles, amphibians, and fish) may be kept by a Unit Owner as a household pet in the Unit. Pets are not to be kept for commercial purposes.
2. Large breed dogs are not suitable for condominium living. Any dog breed that will grow to be over 20 lbs. is prohibited within Hampton Crossing. Owners/tenants that currently have a dog that exceeds the weight will be “grandfathered” into this rule. However, if the dog passes away, this rule will apply.

3. There is a limit of 1 dog per household.
4. All pet owners shall obey all local township ordinances including, but not limited to pet control, registration, vaccinations, noise and disturbance regulations.
5. All dogs and cats must be on a leash and under the supervision of a responsible person at all times. Dog leashes may not exceed 8ft in length and retractable leashes are prohibited as per the Board resolution.
6. No animal shall be leashed to a stationary object or stake on patios, balconies, railings, in back of a unit or any other Common Element area. An **IMMEDIATE** \$50 fine will be issued.
7. Pets are not permitted in the pool area.
8. Pets are not permitted to disturb a neighbor with loud or continuous noises or barking. If there is an initial complaint, a notification letter will be sent to the Unit. There will be a \$50 fine issued for each subsequent complainant. If it is ongoing, the complainant will be directed to file a noise complaint with Upper Southampton Police Department and Animal Control.
9. The dog walk areas are located across from the L and M Buildings, behind the E building, behind the I building and around the pool. There are waste disposal bags located at each location. These are the **ONLY** areas designated for your pet's elimination needs. **Dog urine is very acidic and will kill the grass leaving unsightly brown spots.** Pet owners are responsible for the immediate cleanup of any waste left by pets on any part of the property. Immediate means directly following the deposit on the common area. Owners who fail to clean up after their pets will be issued an IMMEDIATE \$50 fine if in violation.
10. Pet owners are responsible for any property damage, personal injury or disturbance caused by their pets.
11. The Executive Board reserves the right to direct the removal of any pet if it proves to be a danger or nuisance to the community.
12. Nothing in the aforesaid rules shall be read to prohibit the use of licensed and certified service animals. Proof of certification/licensing must be provided upon request.

G. VEHICLES AND PARKING

1. Parking spaces on the property shall be available for use by all Unit Owners and subject to the right of the Executive Board to assign and allocate these spaces among the Unit Owners on any basis that it deems suitable.
2. No inoperable, unregistered and/or uninspected vehicle shall be parked or stored anywhere on the condominium property.
3. All vehicles must be parked within (fit) the lined spaces provided.
4. Parking is enforced with the use of VIOLATION stickers. This is a courtesy of the Association to make you aware that you have parked in violation of the parking rules. At anytime your car can be towed at the owner's expense for not following the parking rules.

5. No large commercial type vehicles shall be parked or stored so as to be visible from anywhere in the Property. Exempt from this rule are contractors performing repairs or maintenance whose vehicles are on the property for a temporary period. Except for Board approved snow removal services, commercial vehicles are prohibited on the property overnight. Any truck that is over 3/4-ton gross weight and/or has exposed tools, is used for construction or commercial delivery is considered a commercial vehicle.
6. Diesel vehicles are prohibited from idling for more than 10 minutes within the Hampton Crossing development.
7. Recreation vehicles, including but not limited to RVs, ATVs, 4-Wheelers, trailers, boats, etc., are not permitted to be parked or driven in the Association. A \$50 fine shall be assessed for any violations.
8. Moving vehicles are permitted on site for moving purposes only. Moving vehicles must be parked in accordance with the Association rules and must be removed from the property by 6:00PM. An IMMEDIATE \$100 fine shall be assessed for any violations. PODS are not permitted on the property.
9. Vehicle covers are prohibited.
10. Homeowners with vehicles that have ladders, pipes, equipment carriers or anything else placed on the roof, bed or framework of the vehicle must not permit these items to extend past the actual frame of the said vehicle or framework.
11. Motorcycles, mopeds and scooters are not permitted to be driven on or parked in any part of the community.
12. All vehicles must be parked "front in" into parking spaces located directly in front of a building. Backing into a parking space is prohibited and against EPA regulations due to the exhaust and location of unit windows. This is subject to a violation and then a \$50 fine.
13. No repairs or maintenance to vehicles shall be carried out anywhere on the property, including oil and anti-freeze change.
14. The dead storage of vehicles shall not be permitted on the Condominium property. Dead storage shall be defined as a vehicle which has not been driven on a public street at least once within a thirty (30) day period while being properly licensed and inspected. Such vehicle shall be considered abandoned and be treated accordingly and shall be removed at the owner's expense and risk.
15. If a Unit Owner is doing planned construction on their unit requiring a dumpster, a written request must be submitted to the board for approval prior to the placing of the dumpster. The dumpster must be contained within the unit's assigned parking space and is only permitted for 14 calendar days from the date of the board's approval.

H. DECORATIONS

1. December Holiday decorations may be displayed from December 1 through January 10. Wreaths in windows and doors, electric or battery powered white/clear candles and clear lights inside windows are permitted. Blinking lights are prohibited.
2. Small personal or seasonal decorations, which blend in with the general appearance of the condominium, may be placed on the doors to the units.

I. RECREATION EQUIPMENT

1. Propane barbecue grills may be used but must be properly maintained and used in a safe manner. Charcoal or wood grills and hibachis are not permitted on the property, as it is an open flame. When being used, propane grills must be placed a minimum of 10 feet from the building. When not in use, they must be covered and stored on or next to the rear patio of each unit. Storage of propane or other flammable materials within a unit or a common area is prohibited. Any type of grilling on the balcony is strictly prohibited.
2. Bicycles, scooters, baby carriages or similar vehicles, all children's toys, swimming pools, recreational tents or personal articles are not permitted to be left unattended on any part of the Common Elements and must be stored within the unit. No item can be chained to any railing or fence. Anything left in the Common Elements will be removed and disposed of by the Association at the owner's expense.
3. Bicycles, scooters, or skates may not be used on the steps or lawn areas. Due to safety concerns, skateboards, motorized recreational toys and similar items are not permitted anywhere on Association property. The placement of ramps, barricades and any other such obstructions on sidewalks or streets is also prohibited.
4. No ball playing using any hard balls such as baseballs or golf balls is permitted on premises.
5. No temporary structures (i.e., tents, inflatable games, goal nets, etc.) are permitted on community property at any time.
6. Radios, whether portable or within a vehicle, cannot be played outside the home at a loud volume. All radios must be kept at a volume that does not disturb other residents.

J. SATELLITE/CABLE

1. Wiring of any kind (for example, cable TV service or extension to another room) is not permitted on the exterior of the building. Any homeowner who does run wires on the exterior of the building is **subject to an immediate \$100.00 fine** and must repair any holes or damage done to the exterior of the unit. If homeowner does not repair the damages the Association will have repairs done at the homeowner's expense.
2. Satellite dishes are permitted on patios and balconies ONLY. A dish cannot be greater than 24 inches or 2 feet in diameter. Satellite Dishes are not permitted to be attached to any part of the building. They are to be placed in a pot that compliments the aesthetics of the community, at

the discretion of the Executive Board. Homeowners must submit a request in writing to the Board before installation. This request should include all pertinent details. Under NO circumstances are the wires to a satellite dish to be wrapped around or attached to a gas line, electrical box, or any other utility servicing the unit. When removed, any damage to the limited common area will be repaired by the association at the unit owner's expense (Please see attached Request for Approval form).

3. No antennas, aerials or satellite dishes are permitted on the Common Elements.

K. **SIGNS**

1. No signage is permitted on the property except for ones placed by the Executive Board.
2. Unit "For Sale", "For Rent" or "Sold" signs (by real estate brokers or owners); advertising or promotional signs, etc. are prohibited, whether on the unit or within the unit at the windows or doors. Realtor "Open House" signs and a maximum of 5 balloons may be placed around the community 1 hour before the start of the event and must be removed within 1 hour after the event. A **\$100 fine** will be assessed for violating this provision.
3. A small non-illuminated name sign on the door to the unit is permitted. However, no Unit Owner may erect any sign on or in the Unit or any Limited Common Element that is visible from outside the Unit or from a Common Element.
4. No written notices or other postings shall be permitted on the walls or mailboxes of any entry hallway.

III. ARCHITECTURAL and LANDSCAPING

A. EXTERIOR MODIFICATIONS

1. The exterior of any unit may not be changed or replaced in any way without the prior written consent of the Executive Board. All requests including, but not limited to, doors and windows must be submitted on the attached **Architectural Change Request for Approval Form**.
2. Any additions, alterations or improvements to the design, floor plans or construction of the unit, will require the homeowner to abide by the Condominium Documents, and the owner must obtain a township building permit. Any changes which would affect the structural integrity of the Unit and/or the Common Elements, are not permitted.
3. The owner is responsible for the air conditioning equipment and the support pad serving their unit if installing a freestanding unit. Should the need arise for it to be replaced, the **requests for replacement must be submitted on the attached Request for Approval form**. The Executive Board may require removal of the replacement at the owner's expense if the Executive Board deems it to be unacceptable.

B. PAINT COLORS

1. The following provides the approved paint colors that can be used in Hampton Crossing.

Patio/Balcony Enclosures	Sherwin Williams Exterior Latex Paint, Ranch Red, Chestnut Brown
Patio/Balcony Utility Doors	Sherwin Williams Exterior Latex Paint, Ranch Red, Chestnut Brown
Patio/Balcony Railings	Sherwin Williams Exterior Latex Paint, Chestnut Brown
Sliding Glass Door Trim	Sherwin Williams Exterior Latex Paint, Ranch Red, Chestnut Brown
Unit Front Door/Trim/Frame	Benjamin Moore Semi Gloss Paint, White

C. LANDSCAPING

1. It is the sole responsibility of the Association to maintain the trees, bushes, lawn area, etc., in the common areas as the budget allows. Unit owners shall not plant, place, prune or remove trees or shrubs in or on the Common Elements.
2. Planting beds may be added to the back of the building behind a unit along the foundation extending a maximum of 24" away from the exterior wall. Any such planting must be weeded and well maintained by the unit owner of which the bed was placed.
3. Exterior water spigots are not for the use of individual residents and hoses cannot be attached.
4. No fruit or vegetable plants are to be planted in the planting beds or elsewhere on the Common Elements.

D. UNIT LEASING

1. When a unit is to be leased, the owner must follow the provisions in the Declaration, Article VI, Section 6.2, Leasing of Units, and any Resolution. The Executive Board or its authorized agent shall take whatever actions are provided in the Condominium Documents in the event of a violation.
2. Every Unit Owner who leases a unit in Hampton Crossing must use a written lease. Additionally, the signed lease must include our addendum (attached to this document) requiring the tenant to be subject to the Association documents and rules.
3. Leases can only be for the whole entire unit and for a term of not less than 6 months. No transient tenants are permitted in any unit.
4. No more than 2 people per bedroom are allowed to live or occupy a leased unit. Lease must include names of all people occupying premises in addition to Tenant(s) who sign the lease. Subletting is prohibited.
5. It is the unit owner's responsibility to provide to the Association all updated leases within 10 days after the execution of initial or renewal of the lease.
6. The owner is responsible for the conduct of the tenants in respect to compliance of all Association documents.
7. The owner is fully responsible for paying Association fees, any fines or damages assessed and retain the right to exercise any and all voting rights associated with the Unit.
8. Communication regarding concerns and violations are addressed between the Unit Owner and the Property Manager. Any violation letters will be sent to both the Unit Owner and the tenant.
9. If any provisions of the Lease Addendum be declared invalid by judicial determination or legislative action, only such provision so declared invalid shall be affected and all other provisions shall remain in full force and effect.

IV. ENFORCEMENT OF RULES

The Board has the right to enforce, by any procedure of law or equity, all rules, regulations, restrictions or covenants in the governing documents or that it establishes within its power provided by those documents.

Complaints concerning violations of any provision of the Association's documents by an owner or tenant must be submitted in writing to the Management Company and signed by the unit owner making the complaint. The complaint must be in sufficient detail to determine whether a violation has occurred.

There are two procedures for enforcement: (A) Enforcement for Remediation and (B) Immediate Enforcement. Determination as to which category a rule applies is at the discretion of the executive board.

A. ENFORCEMENT FOR REMEDIATION: The Association shall follow this procedure to seek conformity to the rules and courtesy of the community as a whole.

- i. **Investigation:** The Executive Board or a representative from the Management Company shall investigate the complaint to determine whether there is a reasonable cause to believe that a violation has occurred.
- ii. **Violation Notices:** The Association will send a written notice describing the violation to the owner and/or tenant instructing them to correct the violation within a specific number of days. Violations notices are not sent unless we have supporting documentation of the violation. Please keep this in mind when responding to a violation notice. If the violation remains and the owner has not submitted a written request for appeal within this time frame, a second notice will be sent. The second notice will also provide for a specific time frame for correction and/or state the amount of the penalty assessment charges.
- iii. **Contestation:** Any Association Owner (on behalf of himself/herself or his/her tenant) shall have the right to contest a violation and/or fine. A letter must be forwarded to the management company within ten (10) days from the date of the violation for Board review. The letter must be professional in content and include all pertinent information in relation to the infraction. The Board will give full consideration to all requests in an impartial manner. The decision of Board shall be final.
- iv. **Penalty Assessments:** If an owner or tenant does not comply with the initial notice, the Executive Board may commence with the second notice, and impose fines and/or penalties. Depending upon the seriousness of the violation, the fine could be enacted for each incident or an initial fine and a per diem fine for each day the violation remains uncorrected. The violation will be added to the homeowner's condominium assessments and therefore subject to collection as a delinquency or unpaid balance.
- v. **Non-Compliance:** In the event that an owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the owner for collection of the fines and compliance with the Association's documents. (First violation is \$50; the second is \$150, and \$300 thereafter for any subsequent violations.)

B. IMMEDIATE ENFORCEMENT: Violations of this nature are violations that occur and cannot be remediated by due process of warning letters. Additionally, severe violations also fall within the scope of this category. Example of immediate enforcement violations include trash violations, pet waste violations, game truck violations, moving truck violations, etc.

- i. **Investigation:** The Executive Board or a representative from the Management Company shall investigate the complaint, when possible, to determine whether there is a reasonable cause to believe that a violation has occurred.
- ii. **Immediate Fine Assessment:** The Association will send a written notice describing the violation to the owner and/or tenant advising them of their immediate fine. All immediate fines will be assessed at a rate of \$50 or \$100 per occurrence.
- iii. **Appeal:** Any Association owner (on behalf of himself/herself or his/her tenant) shall have the right to appeal an Immediate Fine Assessment by forwarding a letter to the management company within (10) days from the date of the violation for Board review.

Any expense associated with the legal action or the collection of fines assessed, including court costs, attorney fees, etc. incurred by the Association shall be added to the complaint and become the responsibility of the owner. If a judgment awarded by the court remains unpaid, the Executive Board may place a lien for the amount of the judgment plus costs against the owner's property and execute the same to the full extent of the law.

ADDENDUMS

AND

SUPPLEMENTAL

FORMS

Please make copies of the Request for Architectural Approval form & New
Lease Addendum, if applicable, for future use

ADDENDUM TO LEASE

Addendum to Lease Agreement by and between

Unit Owner _____
("Landlord")

and

("Tenant")

Dated the _____ day of _____, 20____ for Unit _____

The following terms and conditions are incorporated in and are specifically made a part of the above Lease Agreement.

Governing Documents: Tenant hereby agrees to be bound by all terms and conditions contained in the Hampton Crossing Condominium Association Declaration of Condominium (Declaration), the Bylaws, the Rules and Regulations, and the Administrative Resolutions (hereafter collectively referred to as the "Governing Documents") as any or all of the foregoing may be amended from time to time. Tenant further agrees to assume all duties and responsibilities and, except as otherwise specifically provided herein with respect to charges and assessments of Hampton Crossing Condominium Association (here after referred to as the "Association"), to be jointly and severally liable with the Landlord for all liabilities and for the performance of all obligations applicable to the Unit under the PA Uniform Condominium Act, the Governing Documents, or otherwise during the term of this lease.

However, Landlord in all events shall retain and may exercise any voting rights associated with the Unit.

Tenant acknowledges receipt of full and complete copies of the Governing Documents including, but not limited to, Hampton Crossing "Rules and Regulations" and Trash Removal Schedule, in effect as of date of the Lease, and further, that Landlord and Tenant have read and understood and agree to abide by same.

Initial _____ Date _____

Registration of Lease: A copy of any new lease and renewal of an existing lease must be presented to the Association or its Managing Agent within 10 days of its effective date.

Landlord and Tenant acknowledge receipt of revised Hampton Crossing Condominium Rules and Regulations effective April 1, 2016 including, but not limited to, Section "D" Unit Leasing, and further that Landlord and Tenant have read and understood and agree to abide by same.

Initial _____ Date _____

Lease Term: No lease shall be for a term of less than six (6) months.

Use of Unit: (I) No more than 2 people per bedroom. (II) No business or occupation, whether professional or otherwise, is permitted to be operated from the Unit. (III) No lease shall be for less than the whole or entire Unit. (IV) No transient Tenants may be accommodated in any Unit.

Landlord's Obligation: It is expressly understood and agreed that the Landlord shall not be released or relieved for any responsibility for the payment of any charges or Assessments levied by the Association, nor shall the Landlord be relieved or released from compliance with all the terms and conditions of the Governing Documents.

It is expressly understood and agreed by both the Landlord and Tenant that in the event the Landlord shall fail to pay any charge or Assessment levied by the Board against the Unit, and this failure to pay continues for sixty (60) days, the Board shall have the right, after first giving the Landlord written notice, sent by certified mail return receipt requested, that the Board so intends to proceed, to notify the Tenant in writing of the amounts(s) due and within fifteen (15) days after the date of the notice, Tenant shall pay to the Board the amounts(s) of all unpaid charges or Assessments. In no event shall the Tenant be responsible to the Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment. In no event shall the delivery of such notice from the Board to the Tenant or payment by the Tenant of the sums due from the Landlord to the Association give the Landlord any right to default under the Lease or otherwise fail to perform its obligation under the Lease. The amounts of unpaid charges or Assessments paid to the Board by the Tenant after the nonpayment by the Landlord shall be credited against and shall offset the next monthly rental installment due to the Landlord following the payment by the Tenant of the charges or Assessments to the Board.

Landlord and Association Access: The Tenant agrees to permit Landlord and/or the Association, or their agents, workmen, or employees authorized by the Landlord and/or the Association, to have free access to the Unit, at reasonable times, for the purpose of making repairs or alterations as may be required, provided the Association shall have no obligations hereunder with respect to the repair of any portions of a Unit as set forth in the Governing Documents.

Maintenance of the Unit: The Tenant shall remove any and all garbage, trash, rubbish, or other matters that infringe upon tile Common Elements and/or Limited Common Elements or interfere with the use and enjoyment by other residents of the Common Elements and/or Limited Common Elements which are shared by more than one Unit.

Assignment and Subletting: The Tenant shall not be permitted to assign or sublet this Lease, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

Amendments and Modifications: If this Lease is amended, extended, or modified in any form, a written copy must be presented to the Association or its Managing Agent within ten (10) days of its execution.

Conflict between the Terms of the Addendum and the Terms of the Lease Agreement: To the extent that any terms or conditions of the Lease to which this Addendum is attached shall conflict with this Addendum, the terms and conditions of the Addendum shall control and govern.

Improvements: The Tenant shall not have the right to make alterations or improvements to the exterior of the Unit without prior written consent of both the Landlord and the Association.

Enforcement: The Association shall be a third-party beneficiary of the terms and conditions of the Lease and shall have the right to enforce the same. Furthermore, in the event a Tenant is in violation of the Lease, Declaration, the Bylaws or the Rules and Regulations, then the Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorney's fees, and court costs assessed and incurred by the Association in the enforcement of the Declaration, Bylaws and Rules and Regulations against the Tenant and the Landlord.

In addition to the right to institute violation procedures against the Tenant and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, has the right, but not the obligation, to file an eviction action on behalf of the Landlord against the Tenant, for any violation of the Governing Documents. Prior to the filing of an eviction action, the Association shall make demand on the Landlord to evict the Tenant. If the Tenant is not evicted by the Landlord within sixty (60) days from the date of the Association's demand on the Landlord, the Association shall be entitled to file such eviction action in the name of the Landlord.

Landlord

Tenant

Landlord

Tenant

Date

Date

RENTAL LEASING CENSUS

Owner/Landlord Information:

NAME: _____

ADDRESS: _____

UNIT: _____ PHONE: _____

EMAIL: _____

EMERGENCY CONTACT: _____

Tenant Information:

NAME(s) and ages of all residing in the Unit: _____

PETS: _____

PHONE: _____ EMAIL: _____

Emergency Contact

NAME: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

HAMPTON CROSSING CONDOMINIUM ASSOCIATION
REQUEST FOR ARCHITECTURAL APPROVAL

DATE: _____

Owner Name _____

Owner Address _____ Unit No. _____

Owner Phone Number _____

Email _____

Description of proposed project or modification: The description must include complete information necessary to thoroughly understand project.

REQUIRED INFORMATION:

1. A copy of your contractor's proposal. The proposal must include the name, address, and phone number of the contractor. A copy of the contractor's insurance Declaration Page must be attached for any work performed that will affect the common area OR Owner must sign a Responsibility Agreement accepting all financial responsibility for and damages caused by the contractor.
2. Details of all materials. The details must include pictures of windows and door and any other material that will be visible in common area or exterior of building. This shall include pictures and brochures, style numbers, etc.
3. All required permits must be submitted upon approval of the Township.
4. A detailed schedule of work.
5. Verification of trash disposal. The Owner must provide (via responsibility agreement or via proposal from contractor) how trash or debris will be disposed of.
6. Staging area for contractor must be identified.
7. Load in and out of materials must be detailed.
8. Contractor will not smoke cigarettes or dispose of cigarettes in common areas.
9. Confirmation of point of contact for contractor. Owner must oversee all work

Owner's Acknowledgement:

1. Material herein contained shall represent alterations that comply with all applicable zoning and building codes. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances. Owner is responsible for obtaining necessary building permits prior to commencement of construction **and provided to Board as previously stated.**
2. No work shall commence until written approval of the Board of Directors has been received by Owner. Any alteration completed before approval has been granted may be required to restore to previous condition at the Owner's expense, be subject to fines or be subject to legal action at the Owner's expense.
3. All approved projects must be completed within six (6) months of final written approval. All approvals shall be void upon the expiration date of six (6) months from issue. A full resubmittal is required if the Application has expired.
4. Approval is contingent upon all work being completed in a diligent and workmanlike manner. Work may not begin before 8 a.m. and must be completed and all clean up completed by 5 p.m. Any contractor or employee of contractor that does not perform in a workmanlike and professional manner will be asked to leave premises. Stop of work caused by an issue such as this will be at the Owner's expense.
5. No materials or debris is to be stored in common areas or in dumpster areas.
6. Hallways and stairs and doorways may not be obstructed for any reason.
7. Common area doorway should not be left open for any reason unless approved by Board at time of application.
8. All work vans/trucks must be parked in visitor parking space or in Owner's assigned parking spot.
9. Once work is approved in writing notice must be provided to all neighbors that will be subject to noise, odor, or obstruction due to work. A notice should be hung on mailbox bank at least 48 hours in advance of work.
10. Any entry to unit must be facilitated by Owner.
11. All Association rules must be followed.

Please allow 1-5 days for review of proposal and application. Approval or denial of application will be provided to Owner in writing. Applications that are not complete will be denied. All applications are to be submitted to the Property Manager from the Owner of the unit in writing. Information from contractors will not be accepted. All communication is to be done via Owner.

OWNER RESPONSIBILITY AGREEMENT

Date _____
Owner Name _____ Unit _____
Owner Phone Number _____ Email _____
Name of contractor _____
Contractor Phone Number _____

I have read and agree to the following:

1. As the Owner of Unit _____, I am responsible to oversee my contractor and the work being performed.
2. As the Owner of Unit _____, I have secured and provided a copy of the contractor's current insurance.
3. As the Owner of Unit _____, I agree that any damages caused by the contractor will be charged to my account and it is my responsibility to pursue reimbursement for damages from the contractor.
4. As the Owner of Unit _____, I agree that the Association is not responsible for damages or any injury caused by the contractor to either persons or property.
5. As the Owner of Unit _____, I agree that if I do not provide a copy of the contractor's current insurance to the Board will be held personally financially and legally responsible for the actions or damages of the contractor that I have identified.
6. As the Owner of Unit _____, I verify that the work I have described in my application is the work that is being done.
7. I have explained these requirements to the contractor.
8. I agree to all abide by all requirements of this Agreement.

UNIT OWNER: _____ UNIT NO. _____

DATE: _____

LIST OF UTILITY LOCATIONS

Electric Breakers to turn off lights in common areas for the whole building are to be found in the utility closet at the rear of the following units:

B-102	H-108
C-106	I-105
D-104	J-106
E-103	K-104
F-105	L-105
G-105	M-105

Water meters and shut off valves for the entire building are to be found in the pits of the hall closets in the following locations:

B-101	H – in the Association owned room
C-104	I-104
D-104	J-104
E-104	K-104
F-104	L-104
G-105	M-105

HAMPTON CROSSING CONDOMINIUM RESPONSIBILITY CHART

The following is a list of the Unit Owner and Association's maintenance, repair, and replacement responsibilities. Each Unit Owner is responsible for maintaining their Unit and the property owned or assigned to them. The Association is responsible for maintaining the common ground and the exterior of the buildings. The Unit Owners and Association share jointly in maintaining the Limited Common Elements, which are assigned to individual Unit Owners.

Maintenance functions include keeping items neat, clean, and in their original condition. For balconies, this would include applying wood sealers. Repairs are defined as the physical activity to fix a damaged or broken item. A replacement would be the structural repair or complete replacement of an item.

Key:

U - Unit owner responsibility and owned by one Owner

CE - Common Element and owned equally by all Owners

LCE - Limited Common Elements that are owned by Owners, but use, access, or benefit is limited to one Owner.

ITEM	TYPE	ASSOCIATION	UNIT OWNER
HVAC Systems/Ducts/Pipes	U		Maintenance/Repair/Replace
Appliances/ Hot Water Heater	U		Maintenance/Repair/Replace
Inside surfaces and sills	U		Painting/Maintenance/Repair/Replace
Locks, Hardware, Doorbells, Including Number	U		Maintenance/Repair/Replace
Water/Sewer Lines within the unit	U		Repair/Cleaning/Maintenance
Windows/Screens/Frames	U	Flashing/Caulking Repair	Glass, Frame, Leak, Screen Repair and Replacement
Exterminating inside Unit and Patio/Deck	U		Unit Owner Responsibility
Mailbox Locks and Keys	U		Repair/Replacement
Dryer Vents	U		Cleaning/Repair/Replacement
Doors – Unit entrance, Balcony and Patio	LCE		Maintenance/Repair/Replacement
Balconies, Patios, & Railings	LCE		Cleaning, Snow Removal, Maintenance, Repair, Replacement, Painting with approved color
Common Hallways - Handrails, Carpeting, Lighting	LCE	Repair, Clean, Maintenance, Replacement	
Building Entrance Doors, Frames, Outside Surfaces	CE	Painting, Repair, Replacement	
Water Sewer Lines, beyond unit title lines	CE	Repair, Replacement	
Exterminating	CE	Maintenance	

Mailboxes	CE	Repair, Replacement	
Roof Sewer Vent Pipe	CE	Repair flashing, Replacements	
Common Hallways, Fire Alarm, Smoke Detectors, Fire Extinguishers	CE	Repair, Maintenance, Replacement	
Gutters, Downspouts, Splash Blocks	CE	Repair, Maintenance, Replacement, Gutter Cleaning	
Roof	CE	Repair, Maintenance, Replacement	
Siding	CE	Repair, Maintenance, Replacement	
Pool, Pool Area and Furniture	CE	Repair, Maintenance, Replacement	
Fencing	CE	Repair, Maintenance, Replacement	
Site Lighting	CE	Repair, Maintenance, Replacement	
Retaining Walls	CE	Repair, Maintenance, Replacement	
Roads and Parking Areas	CE	Snow Removal, Repair, Maintenance, Replacement	
Common Sewer/Water Lines - serving more than 1 Unit	CE	Repair, Maintenance, Replacement	
Sidewalks, Cement Work	CE	Repair, Maintenance, Replacement	
Signage	CE	Repair, Maintenance, Replacement	
Trash Enclosures	CE	Repair, Maintenance, Replacement	
Trash Containers	CE	Repair, Maintenance, Replacement	
Community Landscaping	CE	Association responsible for full service maintenance contract	