

**Franklin Towers Senior Condominium
Rules and Regulations**

If these Rules and Regulations contain any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin or ancestry, that restriction violates state and federal fair housing laws and is void. Lawful restrictions under state and federal law on the age of occupants in housing for older persons shall not be construed as restrictions based on familial status.

The following rules and regulations adopted by the Executive Board on _____ together with such additional rules and regulations as may hereafter be adopted by the Executive Board, shall govern the use of all Units and Common Elements and the conduct of all Unit Owners and occupants thereof. In each instance where approval or other action by the Executive Board is required, authority may be delegated by resolution of the Executive Board to an officer of the Association or the Property Manager.

1. The Units shall be occupied solely by persons who are 55 years of age or older. All Unit Owners shall abide by the Declaration and Bylaws of the Association, including without limitation, the following provisions thereof:

(a) Subject to other requirements of record, signs, advertising or other displays may be maintained or permitted on any part of the Property or Unit only with the prior written permission of the Executive Board.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the Rules and Regulations of the Executive Board.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the property, or contents thereof, applicable uses otherwise permitted, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in its Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements. Each Unit Owner shall comply with all applicable zoning and other legal requirements and obtain all necessary permits and licenses required for lawful use of its Unit, and at the request of the Executive Board, shall submit written evidence of compliance therewith, including without limitation, copies of such permits, licenses and related documents.

(d) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any Unit, the Building or on the Property and no sign, awning, canopy, shutter, radio or television antenna or device shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board, which consent shall not be unreasonably withheld.

(e) No noxious or offensive activity shall be carried on in the Common Elements or in any Unit which adversely affects use of the Common Elements or any Unit, nor shall anything be done therein, either willfully or negligently, which may be or become a nuisance to the other Unit Owners or occupants, all as may be reasonably determined by the Executive Board.

(t) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the Executive Board. Installation, removal, reconstruction or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, all or any part of which is located outside an interior partition of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Building and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by a Unit Owner or by the Executive Board (under the same procedures utilized for Common Elements) shall be borne by the Unit Owner of the Unit benefitted thereby.

2. Unit Owners will not, and will not permit any occupant of a Unit to:

(a) Use any portion of the Building for any purpose other than as a residence, or in a manner which may cause damage to the Building or to property of others located therein, or which may interfere with the comfort or convenience of others using the Building.

(b) Place or store anything in or on the Common Elements.

(c) Mark, paint, drill into or otherwise damage or deface any part of a Unit which might affect the Common Elements.

(d) Permit or leave or keep any bicycles, vehicles or conveyances in a Unit or the Common Elements except in such places as the Executive Board may designate for that purpose.

(e) Service animals are permitted in a Unit or on the Common Elements upon review and approval by the Board of Directors.

(f) Add to or change any locks in a Unit without notifying the Executive Board in advance and providing a pass key for use by the Executive Board.

(t) Use a Unit for any immoral or illegal purpose.

3. Unit Owner will not throw or place anything in the Common Elements unless such element is designated for that purpose by the Executive Board. No one will be allowed on the roof of the Building except as authorized by the Executive Board in writing.
4. The sidewalks, lobbies, passages, elevators, stairways and other Common Elements, shall not be obstructed by Unit Owner or used for any purpose other than ingress and egress from and to a Unit. The Executive Board shall in all cases retain the right to control or prevent access thereto of all persons whose presence, in the judgment of the Executive Board, shall be prejudicial to the safety, peace, character or reputation of the Condominium or of any of the Unit Owners.
5. The toilet rooms, water closets, sinks, faucets, plumbing or other service apparatus of any kind shall not be used by Unit Owner for any purposes other than those for which they were designed and installed, and no sweepings, rubbish, rags, ashes, chemicals or other refuse or injurious substances shall be placed therein or used in connection therewith by a Unit Owner or left by a Unit Owner in the lobbies, passages, elevators, stairways or other Common Elements.
6. Nothing shall be placed by Unit Owner on the outside of a Unit or the Building or on its window sills or projections. Skylights, windows, doors and transoms shall not be covered or obstructed by a Unit Owner, and no window shades, blinds, curtains, screens, storm windows, awnings or other materials shall be installed or placed on any of the windows or in any of the window spaces, except as approved in writing by Executive Board.
7. No sign, lettering, insignia, advertisement or notice shall be inscribed, painted, installed or placed on any windows or in any window spaces or any other part of the outside of a Unit or the Building, unless first approved in writing by Executive Board.
8. A directory on a bulletin board on the ground floor shall be provided by the Executive Board, on which the name of each Unit Owner and the designation of its Unit shall be indicated.
9. Without the Executive Board's written consent, nothing shall be fastened to, nor shall holes be drilled or nails or screws driven into walls or partitions; nor shall walls or partitions be painted, papered or otherwise covered or moved in any way or marked or broken, nor shall any connection be made to electric wires for running fans or motors or other apparatus, devices or equipment; nor shall machinery of any kind other than customary items be allowed in the premises; nor shall Unit Owner use any other method of heating, air conditioning or air cooling than that provided by the Association. No mechanics shall be allowed to work in or about the Building or a Unit other than with the prior written consent of the Executive Board.
10. All entrance doors leading from the hallways are to be kept closed at all times.
11. No Unit Owner or occupant shall place door mats in the hallways or corridors of the Condominium without the prior written consent of the Executive Board.
12. Smoking is expressly prohibited in all elevators.

13. Interest on any overdue payment of a regular or special assessment shall accrue and be payable from the 10th day after the date due at a floating rate equal to the prime rate of First National Bank of Pennsylvania or its successor, announced as such from time to time, plus two percent (2%) per annum, each change in the rate to be effective on the date announced, plus a late charge for the administrative burden of handling the late payment equal to five percent (5%) of the amount overdue if payment is not received by the fifth day after the date due. A charge of \$50 will be assessed for each returned check regardless of the reason for dishonor.

14. These rules and regulations are not intended to give any Unit Owner any rights or claims in the event that the Executive Board does not enforce them against other Unit Owners or if the Executive Board does not have the right to enforce them against any other Unit Owners or occupants and such non-enforcement will not constitute a waiver as to any Unit Owner.

15. The Garage shall be used for cars and storage as permitted by the Executive Board. Entry into the garage and parking therein shall be limited to four wheel standard passenger automobiles, station wagons, small standard passenger vans and jeeps used as passenger vehicles. Unlicensed or inoperable and/or vehicles without a current inspection certificate are not permitted on condominium property. Trucks and trailers are permitted on the condominium property only to make deliveries or perform services for occupants. Maintenance on vehicles is prohibited on condominium property. All vehicles parked in violation of these rules and regulations are subject to being towed from the property. Recovery of the vehicle shall be at the vehicle owner's expense.

Enforcement procedures for violations of Policy Resolution #1 and of the Declaration of Covenants, Conditions and Restrictions

1. Inspection: The Franklin Towers Board of Directors shall be responsible for seeing that the Management Company inspects the individual units for possible violations of the Franklin Towers standards and for failure of residents to submit a request form.
 - a. Inspections may be made from the private property of a resident filing a complaint for violations.
 - b. The Board shall be responsible for investigating written complaints received from residents regarding violations.
 - c. The Management Company shall be responsible for conducting inspections of previously cited violations for compliance.
2. Corresponding fines and remedial measures for violations:
 - a. Fine: If not corrected within ten (10) days, the first violation carries a fine of twenty-five dollars (\$25.00)
 - b. Fine: If not corrected to within ten (10) days after the first notice, the citation for a second notice of the same violation is an additional fifty dollars (\$50.0).
 - c. Fine: If not corrected within ten (10) days after the second notice, the citation for a third notice of the same violation is an additional seventy-five dollars (\$75.00).
 - d. When the fines reach or exceed one hundred (\$100.00), the Board of Directors has the authority to use the collection prescribed in the Declaration of Covenants and By-Laws.
 - e. If the Board of Directors determines that the owner will not correct a violation, the Board of Directors shall undertake to correct which violation, and the cost incurred by the Board of Directors in correcting the violation shall be added to the fine for the violation. The Board of Directors intends that any violator shall be solely responsible for all costs incurred to correct such a violation.
3. First notice upon violation
 - a. Letter sent by the Management Company to the resident and the owner (if not the resident) and a copy of the letter to the Board of Directors.
 - b. Extensions: An extension for the time to cure may be granted if a resident is unable to cure the violation in the time given. If the resident is unable or if it would be a hardship to correct the violation in the time given for cure, the resident shall, in writing, request an extension of the time to cure. The letter should be sent to the Management Company.
4. Appeals procedure for Notice of Violations and Fines
 - a. Appeals to the Board decisions must be made in writing and sent to the Management Company.

AT THE DISCRETION OF THE BOARD OF DIRECTORS, A LIEN MAY BE PLACED ON A RESIDENTIAL UNIT FOR FAILURE TO PAY A FINE AND FOR THE COSTS INCURRED BY THE BOARD TO CORRECT A VIOLATION THE UNITY OWNER REFUSED TO CORRECT.

A CERTIFICATE OF RESALE WILL NOT BE ISSUED IF THERE ARE ANY OUTSTANDING FINES, VIOLATIONS OR DUES.

NOW, THEREFORE, LET IT BE RESOLVED THAT the following procedures are established regarding fine procedures and the collection process for violating any said rule within the Rules and Regulations of the Franklin Towers Condo Association.

- A. If not corrected within ten (10) days, the first violation is a fine of twenty-five dollars (\$25.00).
- B. If not corrected within ten (10) days after the first notice, the citation for a second notice of the same violation is an additional fifty dollars (\$50.00).
- C. If not corrected within ten (10) days after the second notice, the citation for a third notice of the same violation is an additional seventy-five dollars (\$75.00) **with an additional \$5.00 per day until the violation has been corrected.**

APPROVED at the Meeting of the Board of Directors on September 25, 2012.

Date: September 25, 2012

President: _____

Vice President: _____

Treasurer: _____