

**RULES AND REGULATIONS  
EVERGREEN VILLAGE CONDOMINIUM ASSOCIATION**

**(Updated 2/1/2016)**

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as EVERGREEN VILLAGE CONDOMINIUM, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees and occupants of the units and of the Common Elements and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules, and all amendments thereof. The term Unit Owner is deemed to include lessees or other occupants of the Unit.

**Any deviation or special needs that are not specified in the Rules & Regulations require a pre-approved Change Order from the Executive Board.**

**Animals**

1. No animals, rabbits, exotic animals, livestock, fowl, exotic animals or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except dogs, cats or other household animals,
2. Two animals may be maintained in a Unit so long as it is not a nuisance. The two animals may not exceed 100 lbs. in combined weight.
3. Each animal must be registered and inoculated as required by law and registered with the Association office.
4. Animals are not permitted to be tethered and left alone outside the Unit – they should be accompanied at all times.
5. Owners of animals walked on the Common Elements must be leashed and owners must promptly clean up their animal's droppings.
6. Animal owners are personally responsible for any personal injuries or property damage caused by their animals. Each Unit owner shall indemnify and hold harmless the Association from any claims as a result of the action of their (or their tenant's, invitees etc.) animal.

**Violations to the Animal Rules & Regulations will be addressed according to the procedures outlined in the "Animal s" attachment and at the Executive Board discretion.**

**Property**

1. The Units and Common Elements (including Limited Common Elements) shall be used only for residential purposes.
2. The sidewalks, driveways, mailboxes and entrances shall not be obstructed.

3. Damage to any portion of the Condominium Property caused by Unit owners, their employees, invitees, visitors or lessees shall be repaired at the expense of the responsible Unit Owner(s)
4. Any action by the unit owner or guest which causes a disturbance or infringes on the rights of others beyond your limited common area is prohibited.
5. Nothing shall be hung or projected to the exterior of the building without an approved Change Order from the Executive Board. This includes doors and windows.
6. Nothing shall be planted nor installed in the Common or Limited Common area without an approved Change Order from the Executive Board.
7. No signs, banners, ensigns, flags shall be placed or displayed on the Common or Limited Common areas except the US flag.
8. The United States Flag shall not exceed three (3) feet by five (5) feet and should be attached to a staff or flagpole no longer than six (6) feet. Staffs or flagpoles are not permitted to be attached to any part of the unit.
9. Realtor signs and banners are permitted. See **Realtor Attachment** for details.
10. Holiday decorations are permitted from Thanksgiving through mid-January. For more details on permissible decorations see **Holiday Decoration Attachment**.
11. Mechanical or electrical equipment shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction thereof.
12. Any loss of goods or property from the Common or Limited Common area is the responsibility of the unit owner.
13. Unit Leases are to be in writing must be for use as a private residence and for a term of at least 6 months with a copy filed with the Association Office. The lease shall not release the Unit Owner from any duty, liability or responsibility. Lessees must agree to comply with all Condominium Documents, Rules and Regulations. The owner must keep the Association advised of the names, addresses and phone numbers of lease's and is responsible for lessee's actions and any unpaid bills. A fifty dollar (\$50.00) fine may be imposed on either the lessee or unit owner for each infraction of this rule/regulation
14. Garbage and recycle containers must be kept inside each Unit's Garage until 5:00 P.M. the day before collection when it shall be taken outside to the curb. The empty containers will be recovered and placed back in the garage prior to 7:00 P.M. on the date of collection. Garbage and other waste materials will be deposited only in containers designed for such use.
15. Washing of the sidewalks, steps and porch can be accomplished with a power washer or garden hose and should not be done on latex treated concrete. See "**Concrete Maintenance**" Attachment.
16. Snow removal is the responsibility of EVAC. For information regarding snow removal, see "**Snow Removal**" Attachment.

## **Safety & Protection**

1. Unit Owners are not allowed to keep any explosive or flammable materials or substances in their Unit.
2. Unit Owners are responsible for maintaining a safe unit. This includes but it is not limited to utilities, plumbing, security systems, sprinkler systems, and all other systems which could damage the inside or outside of the unit or an adjacent unit. Failure to properly maintain these internal systems can be considered negligence or carelessness on the part of the Unit Owner, consistent with the provisions of the By-laws of Evergreen Village Condominium Association. By-laws Articles VI and VIII explain Unit Owner liability for damages resulting from neglect or carelessness.
3. Unit Owners who leave their home unattended for a period of time, and do not make reasonable accommodations to ensure there is no damaging malfunction during their absence may be found negligent. As water damage from broken pipes has been a recurring problem during Unit Owners' absences, it is strongly recommended that before leaving, residents shut off the main water valve, set thermostats to ensure sufficient heat to prevent freezing of interior systems, and arrange for a friend or family member to enter the home on a regular basis to monitor the overall well-being of the Unit.
4. The Executive Board recommends that each resident designates an **"Emergency Access Contact"**. This contact would be an individual, who with your permission and specific direction, would have the means to access your unit in the event of an emergency and you are not home. This information would be handled in a confidential manner and be maintained by Stevenson Williams, our management company. The form is available online <http://www.evergreen15317.org>

## **Parking**

1. All vehicles parking outside of the unit owners garage are to comply with the Parking Rules & Regulations and Declaration of Condominium for Evergreen Village Article VI Section 6.1 subsection b., i.
2. All vehicles should have a current inspection sticker if applicable.
3. All vehicles should be parked inside the garage. If not, a maximum of 2 approved vehicles parked in the driveway must be and as close to the garage door as possible.
4. Vehicles licensed other than a passenger vehicle must be parked in the unit owner's garage. A request to allow parking of a vehicle (other than a passenger vehicle) outside the garage similar to a pickup truck (less than 5000# GVW) may be made by submitting a Change Order form to the Management Company and/or Board member for consideration prior to it being parked in the driveway. A picture of the vehicle as it will be parked must also be submitted.
5. Other types of vehicles are prohibited by the Declaration of Condominium for Evergreen Village Article VI Section 6.1 subsection i.

6. No ladders, storage boxes, or other equipment may be left on the vehicle overnight. Any loose containers, tools of any kind especially those which contain volatile items may remain in the vehicle overnight.