BEACON HILL CONDOMINIUM ASSOCIATION

REGULATIONS REVISION 7-21-2017

WHEREAS, the Executive Board of Beacon Hill Condominium Association is empowered to govern the affairs of the Condominium Association pursuant to Article VII, Section 7.16 of the Bylaws. Specifically Section 716 (O) of the Bylaws states that the Executive Board shall have the power to amend their rules and regulations from time to time and when approved by appropriate resolutions shall be binding on the Owners and occupants of the Units, their successors in title and assigns.

WHEREAS, it is the intent that this revision shall be applicable to all Owners, tenants, and guests, invitees or any others who have vehicles entering upon the common areas or limited common areas and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Executive Board.

NOW, THEREFORE, BE IT RESOLVED THAT THE following amendment to the Beacon Hill condominium Association regulations last revised June 1, 2017, is hereby adopted by the Executive Board, shall include:

I. VEHICLE AND PARKING RULES

1. Parking will be on a first come, first served basis. Limit one vehicle per unit to be parked along the curb in front of the buildings. Said vehicle must be utilized on a regular (more than once a week) basis. Any additional vehicles must be parked in overflow parking, NOT along the curb in front of a neighboring building. Visitors must be directed to park in overflow parking. Storage and/or the covering of vehicles in prohibited anywhere in Beacon Hill. Vehicles violating these rules are subject to fine and/or towing at the owner’s expense.

2. The speed limit within Beacon Hill is not to exceed 15 miles per hour.

3. Parking or driving any vehicle on lawns and/or tended ground of Beacon Hill is prohibited.

4. Loading or unloading of moving vans, delivery vans, trucks or cars is restricted to parking areas only. The Unit Owner shall pay all costs of damage to Common Areas caused by the move.

5. Parking is prohibited on East Village Road or Stoneyford Road by Owner, Tenants or their guests.

6. Parking of the following vehicles is permitted on Beacon Hill property, but must meet the following requirements.
   a. Passenger Car or Van – a motor vehicle designed for carrying ten passengers or less, primarily used for the transportation of persons. Station wagons, SUV’s and pick-up trucks are included.
   b. Motorcycles – the vehicle code defines a motorcycle as a motor vehicle having a seat or saddle for the use of the rider and designed to travel with not more than three wheels on the ground. Motorcycles or motorbikes on any location other than designated parking areas are prohibited. Motorcycle owners must place a wood or metal plate under the kickstand when parking it in Beacon Hill in order to protect the asphalt.

7. Unauthorized Vehicles: Parking of the following vehicles is prohibited and are subject to towing as per Section IV of the Enforcement Policy.
   a. Recreational Trailer – a recreational trailer is a trailer designed, adapted, and used exclusively for recreational purposes. This class includes boat, camping,
livestock, house and semi-trailers.
b. Trailer – a vehicle designed to be towed by a motor vehicle.
c. Boats/Snowmobiles/All-Terrain-Vehicles/Sea-Do’s/Jet Skis – are not permitted on the property.
d. Commercial Vehicle – commercial vehicles of any kind are not permitted to be parked overnight. Commercial vehicles are defined as those vehicles having external signage and/or those vehicles regularly containing implements and materials used in trades or businesses.
e. Trucks – any truck larger than a three-quarter ton pick-up is not permitted in the community. No trucks of any size that display commercial lettering are permitted.

8. Moving vans are permitted to be parked on the property for a maximum of 24 hours and must notify the Management Office in advance.

9. No parking in fire lanes. For the safety of all concerned, vehicles parked in fire lanes are subject to immediate towing, without warning, at the Owners expense. Obstructing roadways for fire and emergency vehicles is prohibited.

10. Handicap Spaces – Handicap parking spaces are provided for the convenience of residents who have a valid Handicap Placard or Handicap License Plate as space is available. Resident requesting the addition of a Handicap parking spot near their unit must provide a copy of their documentation from the Department of Motor Vehicles. If the Board determines that a space can be designated in that area, said space will be available for use by any person having the appropriate placard or license plate.

11. Abandoned Vehicles – Vehicles without proper registration and/or inspection stickers and/or a proper license plate are abandoned vehicles. Vehicles that are inoperable and/or left on Beacon Hill property for more than 30 days without being moved are also considered abandoned vehicles. Abandoned vehicles will be towed as per Section IV of the Enforcement Policy. (Section 3353 of the State of Pennsylvania Code of Statutes).

12. Unregistered Vehicles – Parking is permitted for Residents and Guests only. Long-term parking must be registered and approved by Management. Vehicles properly registered with Management receive a registration-parking sticker to be placed on their windshield. Vehicles being long term parked overnight in Beacon Hill that do not have a parking sticker may be towed as per Section IV of the Enforcement Policy.

13. All automobiles and other vehicles will maintain parking privileges with proper Maintenance and repair.

14. Vehicle maintenance shall not be permitted in the development. Violators are subject to fines and/or towing and the Unit Owner or Tenant shall be liable for the cost of the towing and storage of the vehicle, in addition to any fines imposed under these rules and regulations.

II. PET POLICY
1. Only one medium sized domesticated dog or cat is permitted per Unit.
2. Said pet must be leashed and accompanied by the Owner at all times on the Common Elements.
3. Pet Owners must clean up any waste left by the pet on Common Elements.
4. Pets may not be tied to Common Elements.
5. Pet damage to the grounds will be repaired at the Owner’s expense.
6. Northampton ordinances must be followed. All pets must be inoculated and licensed according to State Law.
7. No pet shall not be left on patios or balconies unattended.
III. BUILDINGS
1. All exterior window coverings, such as shades, liners or draperies, shall be white.
2. Window treatments visible from the exterior shall be limited to the following: Drapes and/or curtains, blinds, or window shades.
3. Coverings not mentioned above shall not be permitted within the Condominium.
4. Unit Owners must have prior consent to making any exterior changes and/or additions to the Common or Limited Elements. All contractors hired by the Owner must be licensed, bonded, and provide a certificate of insurance holding Beacon Hill not liable for any damage or injuries. Architectural Control Committee (ACC) forms may be picked up at the Management Office. Prior approval must be obtained for balcony work of any kind, windows, storm doors, patio enclosures, landscaping etc. ACC request approvals in effect for six (6) months after approval date are expired. Upon expiration, the homeowner must resubmit their request for approval.
5. Window air conditioners and window fans are prohibited.
6. Use of Wood stoves, gas, kerosene, coal burning, any other non-electric stove, heater, or freestanding device is strictly prohibited.
7. Installation of exterior antenna or satellites to the Common Elements is prohibited.
   Permission for satellite dishes must be obtained before installation by submitting an Architectural Control Committee request form. Satellite dishes may not be attached to the Common Elements.
8. Front entry porch lights must be lit at night. Exterior light photocells shall be maintained in working condition by homeowners.
9. Balconies, patios, porches and entranceways are not for storage. Items permitted to remain on balconies and patios are lawn furniture, a barbecue grill (not to exceed medium size) and potted plants. Storage of any other items is prohibited. Lawn furniture, barbeque grills and storage items are not permitted on front porches or at front door entrance ways.
10. Draping or hanging of clothes, blankets, rugs, laundry etc. on patios, fences, balconies or porches is prohibited. Enclosures of any kind are prohibited on patios or balconies.
11. The storage of flammable materials such as kerosene, gasoline, or any other petroleum or flammable materials is prohibited in the Unit, Limited Common Elements, or the Common Elements. One propane tank for a barbeque grill is allowed.
12. Homeowners must maintain fences in good condition including paint and structure. Homeowners requesting privacy fences must obtain permission by submitting an Architectural Control committee request form. Fence specifications: Maximum length 21 feet; Maximum width 12 feet; Minimum height 5’ 0”, Maximum height 6’ 0”. The Board, at its discretion, may deviate from these dimensions where conditions warrant due to the varied layout configurations that exist throughout the community as relates to window locations, landscape beds, optimal positioning of the fence etc. Fence locations are only allowed immediately adjacent to the patio.
13. All Beacon Hill exterior doors are to be painted according to the Association’s designated color.
14. No exterior signs except non-illuminated unit number signs on or in a unit are permitted without prior written approval. Existing building standard unit number signs must be maintained.
15. Homeowners must maintain balconies in good condition including staining (Sherwin Williams SW-3540 Mountain Ash Deck Scapes Semi-Transparent) and structure.

IV. COMMON ELEMENTS
1. Drinking of alcoholic beverages is strictly prohibited in the Common Areas. This
rule applies to Owners, Tenants, and their guests.

2. Littering on the Common Areas is prohibited.
3. Riding bicycles on the lawns and planting beds is prohibited.
4. Any damage caused by Occupants or their guests to the buildings, staircases, railings, light fixtures or siding shall be repaired at the expense of the Unit Owner.
5. All rubbish will be carefully disposed of by using commercial receptacles located on the grounds. Items that cannot fit into the receptacles (furniture, appliances, water heaters, air conditioners, TVs etc.) are the Owners responsibility and expense to dispose of by calling the refuse collector whose name and telephone number is listed on the dumpster. Please cut to reduce size &/or flatten oversized containers before putting inside the dumpsters.

V. LANDSCAPING
1. The planting, pruning or removal of any perennials, annual, shrubs, trees or any other plants is prohibited, except in the area of an approved private bed. Owners will be charged the cost of any necessary remediation if they fail to comply with this rule.
2. Lawn or garden ornamentation of any kind is prohibited.
3. Vegetable gardens are prohibited.

VI. LEASED UNITS
1. A copy of the Lease and a Lease/Tenant Addendum must be submitted to and approved (as to form only) by the Association before tenant occupancy, along with a processing fee check in the amount of $50.00. Any delay or failure to submit a signed Lease and Lease/Tenant Addendum to the Association will result in an initial fine of $100.00. Additional, increased fines will be issued every 30 days for continued non-compliance. The fine for the 2nd offense will be $200.00. If the Lease and Lease/Tenant Addendum remains un-submitted after 60 days, a third fine will be issued in the amount of $300.00 until the Lease and Lease/Tenant Addendum is submitted or until the tenant has vacated the Unit and the Association has been properly notified. Note that if the form of Lease is rejected by the Association, or if the Tenant continues to occupy the Unit after notice has been received that the Tenant vacated the Unit, fines will continue to accrue until compliance is achieved.
2. Leases shall be for a term of not less than twelve (12) months. The Association shall be notified if and when a Lease is terminated or renewed.

3. Tenants are subject to and must strictly comply with the Declaration, By-Laws and the Rules and Regulations of the Association, as the same may be amended from time to time.

4. The Unit Owner must pay all monthly fees, fines, special assessments or other assessments when due and is responsible for all fees, fines and assessments made against the Unit and/or the Tenant. All such fees are collected in the same manner as assessments.

RESOLVED AND ENACTED by the Executive Board of Beacon Hill Condominium Association
this 21st day of July, 2017

Attest:  
Beacon Hill Condominium Association

[Signature]
Secretary, Joanne Peck

[Signature]
By: Lee Colletti, President