

Cobblestones at Chestnut Hill

Rules and Regulations

The following Rules and Regulations shall govern the use and operation of the units and common elements comprising the Cobblestones at Chestnut Hill.

IMPORTANT: IF ANY OWNER AND/OR HIS OR HER GUEST OR TENANT VIOLATES ANY PORTION OF THESE RULES AND REGULATIONS, HE OR SHE SHALL BE LIABLE FOR ANY AND ALL FEES AND OR COSTS INCLUDED BUT NOT LIMITED TO ATTORNEY'S FEES INCURRED BY THE ASSOCIATION.

The Rules and Regulations apply to all current and future unit owners, tenants, occupants, their agents, employees, visitors, and guests.

Violations of these Rules and Regulations may result in fines imposed by the Executive Board. For the first three violations, a minimum fine of \$50 per violation will be assessed to the Unit.

***For the fourth and subsequent violations, fines will increase to \$150 per week and will be assessed to the Unit.**

If the violation poses a risk to other residents or if the unit owner/tenant has been previously notified and failed to correct the issue, the Board reserves the right to impose higher fines at its discretion.

All fines will be added to the unit owner's monthly condominium association bill. Late or delinquent payments will be addressed in accordance with the Executive Board's collection policy.

**Motion to amend passed November 18th, 2024*

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A. Association Membership and Participation

1. Membership and participation in the Cobblestones at Chestnut Hill Condominium Association and its meetings, committees, and activities are granted to unit owners/residents who are currently in good financial standing with the Association. Any unit owner/resident that falls into the collection policy of the Executive Board will forfeit the right to hold any office on the Executive Board for a period of one year, following the resolution of the arrears.
2. Any unit owner/resident that falls into the collection policy of the Executive Board Resolution #1 shall forfeit their right to participate in any and all Association activities until the matter is resolved to the satisfaction of the Executive Board and the appointed Collection Attorney.
3. Pursuant to Section 2.1 (i) and 11.1 (f) of the Declaration, all tenants, subtenants or other occupants of any unit will be responsible for paying a monthly user fee for the use of the Common Elements and amenities, including, without limitation, trash removal, lawn care and snow removal, of the condominium in an amount equal to the monthly Common Element assessment applicable to such unit as determined by the Executive Board. Payment of the monthly Common Element assessment by the unit owner shall constitute payment of that month's user fee by the tenant. A unit owner will receive a credit against such unit owner's monthly Common Element assessment equal to the amount of the monthly user fee actually paid by such unit owner's tenant. Failure to pay the monthly user fee shall within ten (10) days from the date of notice to the tenant will result in the tenant's loss of the right to use the Common Elements and the amenities of the condominium, including, without limitation, trash removal, lawn care and snow removal, until all past due user fees have been paid in full to the satisfaction of the Executive Board and Collection Attorney.
4. Pursuant to Article 14 of the Declaration, no unit owner may lease or sublease his unit for less than one (1) year; no unit may be leased or subleased without written notification or intent (see form) and within ten (10) days after execution a copy of such lease or sublease must be furnished to the Board. The rights of all renters shall be subject to the covenants, conditions and restrictions set forth in the Declaration, By- Laws and Rules and Regulations and default there shall constitute default under the lease.

B. Fire and Safety

1. Because of the hazardous nature of the following articles and in accordance with State laws pertaining to multi-family dwellings, no unit owner or tenant shall store nor permit into any home any flammable or combustible materials, including but not limited to gasoline, kerosene, or any explosives, fireworks, or like hazardous articles, including vehicles with gas tanks.
2. Firewood must be stacked neatly behind the fence in racks and at least 3 inches off the ground and at least 3 inches away from the building. A maximum of 1 face cord of wood (8' x 4' x 1') can be stored at one time.

3. For the safety of all residents, a chimney inspection and/or cleaning is Required once every two years. Proof of inspection/cleaning must be received by the Executive Board or the appointed Management Company by November 1st every other year.
4. For the safety of all residents, only natural gas barbecues have been approved for use on the third floor roof decks. The natural gas line must be installed by a licensed and insured plumber in accordance with State and Local building codes. Proof of installation and/or certification, along with the plumber's name and license number, must be received by the Secretary of the Executive Board or appointed Management Company, prior to the initial use of the device. Charcoal and propane grills are only approved for use on ground level.

C. Trash *Revised November 18th 2024*

C.1 - Storage

1. All garbage and refuse must be deposited in tied plastic trash bags and placed in a covered trash can.
2. All trash cans are to be stored behind the wood fence that is in front of each unit.
3. Recycled materials, such as glass, cans, paper and plastics labeled 1,2, and 5 must be washed out and neatly stored in a recycle labeled bin. Do not put recyclables in plastic bags. For more information regarding Philadelphia Dept. of Sanitation pickup, visit: <https://www.phila.gov/departments/departments-of-sanitation/trash-and-recycling/>
4. Homeowners may wish to purchase a larger blue recycling bin, with or without lid, but it should not exceed 35 gallons.

C.2 - Pick-up

1. Trash is picked up every Friday unless there is a holiday or notice is sent.
2. All trash shall be placed curbside (parking lot) in trash can(s) no earlier than sunset of the night before the scheduled pick-up day.
3. Cans and Bins should be collected no later than sunset the day of pickup.
4. If a scheduled trash or recycling collection is missed and no notice of delay from Management or The Board was received, the homeowner must return it to the unit's patio no later than sunset the day of the missed pick up. All trash must be secured until the next scheduled collection date. Homeowners are responsible for its unit's trash and recyclables until it leaves the property, this includes any trash left behind after collection.

C.3 - Bulk Trash Removal

1. Items considered bulk trash include, but are not limited to, furniture, appliances, building materials, carpeting, grills, lumber, etc.
2. Bulk trash shall not be placed curbside for pickup with the regular trash.
3. Owners and tenants must make separate arrangements for bulk item removal. The cost for such removal is the responsibility of the unit owner/tenant.
4. Bulk trash shall not be placed curbside for pickup with the regular trash, unless proper arrangements have been made.

D. Parking and Vehicles

1. Designated/Unit Assigned Parking Space.

- a. **"All Unit Homeowners"** have one (1) parking space. Any additional vehicle must be parked off site. Unit Homeowners may use one (1) marked visitor spot for a period of 24 hours with the identifying unit number visible. *Revised March 11th 2025.*

2. Visitor Space.

- a. An owner-occupied unit utilizing a visitor spot, whether it be for a houseguest's vehicle or a homeowner's vehicle, shall not remain in the same visitor spot for more than 24 consecutive hours. Specifically, if a vehicle is parked in a visitor spot at 10:35 PM on one night, it must not be parked in the same visitor spot at 10:35 PM the following night, regardless of whether it has been moved during the intervening time. This 24-hour limit applies to the specific visitor spot and moving the vehicle during the 24-hour period from that spot does not reset the clock. If no other space is available, the vehicle must use alternative parking on the street. *Added March 11th, 2025.*

- i. Visitor spaces are limited and shall be first-come-first-serve. The Homeowner's assigned spot shall be occupied first before occupying a visitor spot. A Homeowner may not hold, save, or reserve a visitor spot for his or her unit's additional vehicle. *Added March 11th, 2025.*

1. A Homeowner may reserve one visitor spot with his/her vehicle for a visiting guest's vehicle for a maximum of 3 days and shall notify Management of the guests visiting dates, along with the make, model, and color of the vehicle. *Added March 11th, 2025.*

2. A Homeowner may reserve one visitor spot for a hired contractor's work vehicle with his/her vehicle for the duration of the repairs or renovations, within the allowable daytime hours, and shall notify Management of the estimated time for repairs, along with the description of the vehicle. *Added March 11th, 2025.*

3. Leased or Rented Units: *Revised June 1st 2021.*

- a. Unit owners who lease must notify the occupant(s) that they are **ONLY** entitled to the designated parking space for the unit. Tenant's additional vehicles, including guests **MUST** use street parking. Any violations by the tenants/occupants will lead to fines levied against the unit owner. *(Revised March 11, 2025)*

4. EV or Electric Vehicle Charging Stations *(Amended Thursday, March 21, 2024)*

- a. Homeowners are permitted to park EV vehicles in the Mermaid lot and Cresheim lot. Any homeowner looking to install a charger for an assigned space must adhere to the following requirements:
 - i. The homeowner must review and agree to the specifications and requirements for EV charger installation.
 - ii. All work will be done entirely at the applicant homeowner's expense.

- iii. The charger will be installed curbside and centered to the applicant's deeded parking space.
- iv. The charger will be secured to a wood post no shorter than 4' and no higher than 4'4".
- v. The post must be installed at least 18 inches into the ground.
- vi. The post can be stained or painted to match the unit's fence.
- vii. The post will have reflectors or reflector tape neatly installed on all 4 sides.
- viii. Cables must be grounded and laid out-of-sight, under common and limited common walkways, patio, and grassy areas.
- ix. The charger must be connected to the homeowner's power supply and the unit's utility account.
- x. All costs incurred by The Cobblestones At Chestnut Hill, including but not limited to restoring or repairing common areas damaged as a result of the installation, will be assessed back to the homeowner/applicant's unit.
- xi. The homeowner will keep the device in excellent working condition.
- xii. The homeowner will neatly and securely replace the cable on the post when not in use.
- xiii. The homeowner will not create a hazard by impeding the passage of any homeowner, contractor, or visitor.
- xiv. The homeowner acknowledges that the Board has the right to impose fines or order device removal from the property common area at the owner's expense at any time if any of these safety guidelines are not met.
- xv. Documentation Requirements
- xvi. Two documents must be delivered to The Secretary for The Executive Board's consideration:
 - 1. A "Requisition for Addition Removal Alteration Application" (by request)
 - 2. A copy of the Licensed Electrical Contractor Liability Insurance Policy naming The Cobblestones at Chestnut Hill as an additional insured.
- b. Installation Process
 - i. Homeowner's licensed hired contractor shall contact PA ONE CALL (811) for a utility survey only after the Secretary delivers the Board of Directors' written approval for the installation.
 - ii. Onyx Management and The Association shall be notified at least 5 days prior to the work date so surrounding members can be adequately notified.
- c. Inspection and Liability
 - i. The homeowner acknowledges Onyx Management or The Executive Board's right to have the Association's electrical contractor inspect any work done to the common and limited common areas. This inspection and any corrections/repairs resulting in expenses will be charged back to the said unit owner's account.
- 5. Any unit owner/resident that falls into the collection policy shall forfeit the privilege of using visitor parking spots (marked with a yellow V) on the premises until the matter is resolved to the satisfaction of the Executive Board. This includes additional household vehicles, renters, guests, and/or contractors. *Revised November 26th 2022*

6. Parking is permitted in the parking areas only, within the lines and shall not block any walkways, fire lanes, fire hydrants or other vehicles. There will be no double parking at any time. Illegally parked vehicles will be towed without notice at the owner's expense.
7. Stationary vehicles, defined as any vehicle that has been parked and not moved for fourteen (14) calendar days, whether or not operable, will be towed at owner's expense. The vehicle will be towed 7 days after the owner has been notified in writing of the violation.
 - a. Owners requesting an exception to the 14-day period must submit a written request to the Executive Board.
 - b. The Board will review the request and either deny or approve the exception. Exceptions will be confirmed in writing to the owner.
8. Vehicles may be considered abandoned and towed from the lot if:
 - a. The vehicle owner and unit cannot be identified, after a reasonable effort has been made by the Board;
 - b. If the vehicle poses imminent danger to the community; or is parked in such a way as to prohibit work in any common area.
9. No vehicle shall be washed, repaired, tuned, or otherwise mechanically serviced or attended, except for towing or changing flat tires, anywhere on the common areas or parking areas.
10. No vehicles are allowed on the grass or walkways at any time.
11. Moving or delivery vans/trucks must load/unload from the parking area. All damage costs to the common areas by vehicles shall be charged to the owner.
12. All parking regulations, speed limits (5 mph) and other traffic regulations posted shall be strictly enforced. *Revised March 11th, 2025*
13. Illegally parked vehicles will be towed without notice at the owner's expense. No boats, trailers, disabled motor vehicles, or any vehicle which would create an eyesore and generally be inconsistent with the character and standards of the Cobblestones at Chestnut Hill shall be parked or stored on the property.
14. All protective car coverings in assigned parking spots must be proper, plain design (without design), presentable, and made of canvas, vinyl, or similar material. Covered vehicles are prohibited in visitor spots.
15. Unit owner/residents are encouraged to request their guests to park on the outside the perimeter (on the street) to be fair to all residents.
16. Vehicles without current inspection stickers, registration, or license plates will be towed after 7 days of notification at the owner's expense.
17. All vehicles parked on the lots shall be Philadelphia and Pennsylvania Street Legal.
18. Commercial vehicles (ie; cargo / windowless vans, branded vehicles, exterior attachments, minibuses, or non-leisure vehicles), ARE PROHIBITED from use of the parking lots. Homeowners/ Residents with such vehicles are to use alternate parking. Vehicles owned by Vendors/Contractors invited to make repairs or perform property maintenance are permitted only for the duration of time their service is being rendered.
19. Playing/rough-housing is prohibited in all parking lots.

E. Pets

1. No animal shall be permitted on any portion of the common elements unless on a leash or carried by an attendant.
2. Pets may not be chained or otherwise tied up outside of the units, on the decks, or on/to any other common element at any time.
3. Animals are to be walked to the outside perimeter or underdeveloped area to foul. Pet owners are required to clean up and dispose of all pet excrement.
4. Any damage resulting within the common elements from pets shall be the responsibility of the pet owner, and cost of repair, including but not limited to, seed and sod, shall be charged to the owner.
5. All dogs must be licensed in Philadelphia and must wear their tags at all times. Unattended or untagged dogs will be picked up by the dog officer and the owner fined.
6. Dog houses are not permitted at all on any part of the community, including the decks.

F. Noise

1. No unit owner, resident or guest shall make disturbing noises in or around his/her unit.
2. No unit owner, resident or guest shall play an instrument or operate a television, stereo, or other radio in such a manner as to disturb other residents.
3. Parties shall be kept under control by unit residents at all times and should be held in such a manner as not to disturb other residents.
4. Contractors or workmen employed by the unit owner/resident shall be permitted to work in/on the unit Monday through Friday between the hours of 8:00 A.M. and 8:00 P.M. and on Saturdays and Sundays between the hours of 9 A.M. and 5 P.M. *amended February 8, 2023.* except for emergency repair.
5. No hand or power tools, including but not limited to saws, drills, nail and staple guns, and hammers, which produce loud noises from their operation, shall be used or permitted to be used in a unit, on the common elements, or on the deck outside of the time frame mentioned above, except for emergency repair.

G. Exterior/Maintenance

G.1 - General

1. No unit owner/resident shall be permitted to dry or air clothes or other articles outdoors or from windows.
2. In the interest of safety, driveways, sidewalks and entrances must not be obstructed.
3. No exterior of any building shall be decorated in any manner. Lawn ornaments are limited to in front of the patio fence, under living room and/or dining room windows and

must not create an eyesore and generally be inconsistent with the character and standards of the Cobblestones at Chestnut Hill.

4. Seasonal decorations are permitted, providing they are removed within three weeks of observance of the event. Distracting lights, Large ornaments, motorized and/or noise generating decorations are prohibited. All decorations must be anchored.
5. Unit owners may install television aerial or dish to the interior fence of the unit ONLY. New satellite dishes or antennas may be installed on the balcony/deck wall. New antenna or dish installations are prohibited on the pitched roof and will be removed at the unit owners expense.
6. Use of bicycles shall be restricted to the sidewalk and shall not be ridden on the landscaped portion of the property.
7. Roller-blades, roller-skates, motorized/all terrain bicycles are prohibited from all common areas.
8. Approved window coverings must be installed within 2 weeks of occupancy. Acceptable window treatments are: curtains, blinds, interior shutters, and shades should not create an eyesore or generally be inconsistent with the character and standards of the Cobblestones at Chestnut Hill.
9. Patios (area behind the fence) are not to be used as general storage areas. Patio furniture, barbecues, barbecue equipment, fireplace wood, trash cans, bikes, and strollers are permitted. Patio furniture must be in good repair. Picnic tables and lawn furniture cannot be kept outside on the common areas. All items must be kept behind the fenced section of each unit.
10. Nothing may be hung on the outside of the building or property, or fixed to or placed upon the exterior walls, without prior written approval of the Executive Board (from the Declaration of Condominium, Article 8.1, Subsection E), with the exception of alarm company signs.
11. Alarm company signs must not be larger than 1' high and 2' long, and must be placed on the grass.
12. Real Estate signs are not permitted on the common areas of the property.
13. Window fans are not permitted if they are visible from the outside grounds.
14. Private events are prohibited on the property considered Common Area. *Revised March 8th 2023*
15. Deck/Balcony additions shall not create an eyesore or generally be inconsistent with the character and standards of the Cobblestones at Chestnut Hill. Balcony fences with artificial greenery are permitted for privacy but must be kept tidy. Artificial Turf on the balcony fence is prohibited
16. Exterior unit/home lighting must be in good working order.

G.2 - Additions, Alterations, and Modifications

1. Unit owners may install a mail slot in the exterior front door provided it meets U.S. Postal Regulations in regards to size, and is polished brass in color so as to match the mailbox.

2. Unit owners may install an Association-Approved (designated as size T-1/ Standard Rural Mailbox, dark brown in color) secondary mailbox. This mailbox must be attached to the middle wooden rail behind the fence, and the front of the mailbox must be at least 12" back from the edge of the fence.
3. Unit owners may install a single door knocker on each exterior door provided it does not exceed 3 1/2" in width, 6 1/2" in height, and is polished brass in color so as to match the mailbox.
4. Unit owners may install the Association-Approved storm door on each of their exterior doors.
5. Unit owners/residents may not remove, change, or alter any exterior building fixtures such as mailboxes and/or lights unless prior written consent has been obtained from the Executive Board.
6. Unit owners may install permanently mounted awnings to the roof deck, providing they are tan and white or off white in color.
7. Requests to modify, remove, alter any portion of the common area must be submitted to the Executive Board or Management Company for approval prior to making such changes. (See Addition - Removal – Alteration Document).
8. Questions regarding Association-Approved items should be directed to either a member of the Executive Board, the Rules and Regulations committee or the appointed Management Company.
9. Exterior wires for lighting, cables, antenna, satellite dish, or security equipment must be tightly secured to the building. Holes drilled into the common element stucco walls without a filed and approved ARC form is prohibited
10. The use or installation of an exterior gas or propane generator is prohibited anywhere on the premises including the balcony and patio.

H. Landscaping/Gardening

1. No unit owner/resident shall plant or remove plantings on the common area without prior written consent from the Executive Board.
2. No flower beds shall be created without prior written consent from the Executive Board.
3. Vegetable gardens are not permitted.
4. No resident shall trim, cut, or otherwise remove any tree, bush, or shrub on the common area without prior written consent from the Executive Board or appointed Management Company.
5. No feeders or leaving food scraps out for wildlife.

I. General

1. Residents are not permitted to operate any type of store-front or elicit business from their unit.

2. Leased or Rented Units are considered income generating properties if the Homeowner/association member does not live on-site. *Added March 11th 2025*
3. Any owner who resides off-site and rents a unit to a tenant must meet Philadelphia Landlord Requirements, submit his or her Philadelphia Rental License annually in addition to filing and submitting a Notification to Decision To Rent Unit form to the current Association's management company. *Revised March 11th 2025*

Appendix A

Miscellaneous Rules

The following excerpts were paraphrased from the Public Offering Statement of the Cobblestones at Chestnut Hill. They pertain to some of the rules of the community that are located outside of the Rules and Regulations.

Declaration of Condominium

Article 8 - Use Restrictions

Section 8.1 subsection e

Nothing may be hung on the outside of the building or property, or fixed to, or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Executive Board.

Section 8.1 subsection l

No benches, chairs, or other personal property shall be left on, and no vehicles permitted on, any part of the common elements without prior written consent of the Executive Board.

Authorization to Enforce Rules and Regulations

The following excerpts were paraphrased from the Public Offering Statement of the Cobblestones at Chestnut Hill. They pertain to the Executive Board (and/or Rules and Regulations committee) and their ability to create and enforce the Rules and Regulations that will affect the condominium community.

Declaration of Condominium

Article 8 - Use Restrictions

Section 8.1 subsection m

Reasonable rules and regulations not in conflict with the Declaration of Condominium may be enacted from time to time by the Executive Board. Changes and/or amendments shall be distributed to the association members promptly after their adoption by the Executive Board.

By-Laws

Article III - Executive Board

Section 3.1

The Executive Board has the power to adopt any rules and regulations deemed necessary provided they are not in conflict with the Condominium Act, Declaration of condominium, or the By-laws.

Article VI - Compliance and Default

Section 6.1

Each unit owner shall be governed by, and comply with, all of the terms of the Declaration of Condominium, the By-laws, Rules and Regulations, and the Condominium Act.

Section 6.1 subsection d

Violation of any of the Rules and Regulations, By-laws, or provisions of the Declaration of Condominium, or the Condominium Act shall give the Executive Board the right to:

- a) Remove any structure, thing, or condition that may exist contrary to the intent and meaning of the provisions of the declaration of Condominium, By-laws, Rules and Regulations, or Condominium Act, and the Executive Board shall not be deemed guilty in any means of trespass.
- b) Enjoin, abate, or remedy by appropriate legal proceedings.