

St. Davids Park Condominium Community Rules and Regulations

UNLESS STATED OTHERWISE, ALL TERMS USED HEREIN SHALL BE ASCRIBED THE SAME MEANING GIVEN TO SUCH TERMS AS CONTAINED IN THE DECLARATION OR THE BYLAWS. THE TERM "UNIT OWNER" AS USED HEREIN SHALL INCLUDE MEMBERS OF THE UNIT OWNER'S FAMILY, EMPLOYEES OF THE UNIT OWNER, AGENTS, VISITORS, TENANTS AND LICENSEES. THESE COMMUNITY RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME BY THE EXECUTIVE BOARD OR A MAJORITY OF THE UNIT OWNERS AS SET FORTH IN THE DECLARATION AND BYLAWS.

I. Outside Activities

1. No Unit Owner shall be permitted to dry or air clothes or other articles outdoors or from windows, and the use of outdoor clotheslines, racks devices for such purposes shall be prohibited.
2. No outdoor grills shall be permitted on the property and no Unit Owner shall be permitted to do any outdoor cooking of any kind on the Property, except on areas that may be designated for such.
3. No Unit Owner, invitees of the Unit owner or Tenant of a Unit Owner, shall be permitted to take part in outdoor games, sports or other recreational activities on the Property such as would unreasonably disturb other residents or create a risk of damage to the Property.
4. Children shall not be permitted to loiter or play in the Common Areas, halls, stairways, driveways or parking areas of the property, including the underground parking garage.
5. No Unit Owner shall be permitted to leave any property, i.e. sleds, strollers, lawn furniture, bicycles and other articles in any place where it might create a hazard for others or be an unsightly condition. Such property may not be stored near the front entrance or in the rear of the buildings.
6. Newspaper or any other deliveries shall be made inside entrance doors of buildings. No containers or personal property shall be permitted to remain overnight in Common Areas or Limited Common Areas, hallways, stairs, sidewalks unless prior approval by the Executive Board.
7. No Unit Owner shall be permitted to sunbathe on any part of the Common Areas unless an area is designated for such.
8. No Unit Owner shall picnic, entertain, etc., on any part of the Common Areas at any time, unless the Executive Board designates an area for such purposes, and in that event all trash or debris resulting from such use shall be cleaned up before leaving such area (if any) or the Unit Owner will become liable for the cost of such clean up and such cost, if unpaid, shall become an additional assessment to that Unit Owner or those Unit Owners, as aforesaid.
9. Use of bicycles or other types of riding vehicles, as may be permitted by the Executive Board, shall be restricted to the sidewalks and other specifically paved areas on the Property, as may be designated by the Executive Board. Pedestrians have the right-of-way on sidewalks.

An audible signal must be given when approaching from behind and passing a pedestrian. No such vehicle shall be ridden or permitted on any landscaped portion of the Property, or stored in any Common Area or hallway, walkway, entrance area, garage, or any other part of the Property unless prior written consent is given by the Executive Board.

II. Moving In; Moving Out

1. Move-In and Capital Contribution Fees - A fee of \$250 shall be paid prior to each occasion of a person(s) moving into a unit and payable by the Owner of such unit whether it is for self, family, domestic employees, lessees or occupants of the unit. To be considered the same "occasion" of moving into a unit, moving shall be within a two-week time period. A Capital Contribution fee of \$300 will be paid by the buyer whenever a condominium unit is purchased. The Capital Contribution fee will be collected through appropriate means at real estate settlement. The Move-In fee is assessed separately from the Capital Contribution fee and both fees shall be assessed for the same event.
2. Moving or delivery vans or trucks shall not be permitted to cross the curbs or lawns of the Common Areas and must load or unload from the streets or parking areas. Moving vans, trucks or PODs may not block the streets. Moving vans, trucks or PODs may take up multiple spots, but the owner or tenant must alert the management company. If parking overnight, the owner or tenant must move the truck or van to an out of the way spot, not blocking the roadway or multiple spots once unloading/loading is complete. PODs must be used for moving only and not short- or long-term storage. If a POD will be in place for more than 24 hours, the management company must be notified.
3. Unit Owners shall promptly remove all packing cases, boxes and other containers used in moving, or arrange for their removal.
4. All damage caused to the complex, buildings, hallways, stairways or any other Common or Limited Common Areas by the moving or carrying of any personal or other articles therein, shall be paid by the owner or person in charge of such articles. The person responsible for damage will report the damage to Management who will arrange for the repair.
5. Unit Owners must notify the management company whenever a new resident, whether the Unit Owner or someone else, is scheduled to move into the unit. Notice should be given at least 1 day in advance of the move.

III. Parking

1. Motor vehicles are limited to 2 per unit. Residents must contact the office for special consideration of a need for more vehicles. St Davids Park (SDP) decals must be displayed in the front passenger side window.
2. Parking regulations will be enforced and warnings and fines will be levied for rules violations.
3. No Unit Owner, resident of a Unit Owner, their invitees or guests shall park or store or suffer to permit to be parked or stored in any portion of the Common Areas any trailer, disabled motor vehicles, unlicensed vehicle, vehicle with lapsed safety inspection decal or any vehicle which would create an eyesore and generally be inconsistent with the character and standards

of the Condominium Community. No boats, camping trailers or any other such vehicle shall be stored or parked as aforementioned, and if any Unit Owner or resident, invitee or guest of an Unit Owner shall so store or cause to be stored or parked in any parking area of other Common Area the same, as aforesaid, for a period exceeding 48 hours, the Executive Board, Manager or agent of the Executive Board shall cause the same to be removed at the cost of the Unit Owner. In that event, the Executive Board, Manager or agent shall not be liable in any manner for such removal, unless prior written permission for such storage has been first obtained in writing from the Executive Board.

4. Automobiles and any other permitted vehicles shall be parked only within the painted lines of designated parking areas. No vehicle shall park, stop or stand along the side or in the middle of any entrance or exit driveway, entrance to a Building, entrance to the underground parking area or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking area or space.

5. No vehicle shall be repaired, tuned, or otherwise mechanically serviced or attended (except for tow away or changing flat tires) washed, polished, vacuumed or otherwise cleaned (* Except removal of snow, and clearing of ice and snow from the windshield or other portions of the vehicle) anywhere on the Property, Common or Limited Common Areas, unless such areas are designated by the Executive Board for such purposes.

6. Unit Owners, Tenants, or Invitees of Unit Owners shall park their motor vehicle(s) within the lined designated parking spaces or in the garage space owned by the Unit Owner if the Unit Owner owns a garage space. Work trucks and work vans owned by residents must fit inside the lines of the designated parking spaces. Other commercial vehicles used by residents such as shuttles or buses are not permitted to park on the property.

7. All residents must register their motor vehicle(s) with the management company using the vehicle registration form. All motor vehicle(s) must have parking permit placed in view when parked on the property.

IV. Trash Disposal; Recycling

1. Unit Owners shall discard trash, rubbish, cans, bottles or waste only in authorized containers provided for such purpose, and shall not place individual trash and garbage containers in common or Limited Common Areas or outside the buildings or stairways from their Unit. Unit Owners shall be responsible for picking up any loose trash, garbage, etc., that shall fall from containers as being carried to containers provided for such purpose.

2. Unit owners shall not place mattresses, furniture items, automobile parts, large bulk items etc. in the trash bins or in the trash enclosures. Unit owners are responsible for arranging the proper removal of all such items. Items will be kept out of sight until removal.

3. Unit Owners shall discard recyclable materials in the recyclable bins. Recyclables shall not be in plastic bags when placed in the recyclable bins. Unit Owners shall break down cardboard boxes before placing them in the recyclable bin. Change History: 11/30/2019: Addition of clarifications and restrictions on types of materials and methods of disposal of trash and recyclables.

V. Common Areas

1. Unit Owners shall not be permitted to place laundry or any other personal articles in common Areas or at entrances or doorways for collection or storage.
2. No rugs shall be beaten or shaken in the Common Areas, nor shall any material, curtain, drape, rug, rag or the like be shaken or hung from windows of any unit, nor shall dust, rubbish or litter be swept from units or any room thereof or any Limited Common Areas into the halls, entryways, or any part of the Common Areas.
3. Walkways in front of the buildings, hallways, stairways or any other entrances or exits shall not be obstructed or used for any purposes other than pedestrian traffic.
4. Unit Owners, their occupants, guests or invitees shall be held responsible for the actions of their minor children, guests, invitees or occupants and any damage to any portion of the property, Common and Limited Common Areas caused by said children, guests, invitees, or occupants shall be repaired at the expense of such of such Unit Owner(s).
5. Unit Owners, or residents of Unit Owners, shall put their names only on their mailbox and doorbell.

VI. Consideration for Neighbors

No loud noises or noxious odors shall be permitted on the Property, in the Units or the buildings, and the Executive Board shall have the right to determine if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance.

Odor

Unit Owners shall not use cooking equipment in such a way to permit noxious odors to permeate the Buildings.

Noise

1. No Unit Owner or resident of a Unit Owner shall make or permit any undue noise that will unreasonably disturb or annoy the occupants of any of the Units or do or permit anything to be done which will unreasonably interfere with the rights, comfort, quiet enjoyment or convenience of the other Unit Owners or their occupants.
2. Where a unit does not have wall to wall carpeting, and noise complaints are registered, the Association shall have the right, but not the obligation, to require the hardwood floors be covered up to 90 percent by area rugs. Rugs must have a one quarter inch thick padding and the carpet must be at a minimum of a half inch thick.
3. No Unit Owner or occupant shall play or be allowed to play any musical instruments, radio, television, phonograph, sound movie projector, tape recorder, VCR or any like device or

shall practice singing or vocal exercises, or shall use any appliance such as a dishwasher, garbage disposal, washing machine, clothes dryer or the like or shall use any tool or engage in any noisy activity, earlier in the morning than eight (8) o'clock a.m. Monday through Saturday, inclusive, and eleven (11) o'clock a.m. Sunday, or later in the evening than (10) o'clock p.m. Sunday through Saturday, inclusive; or for longer (except for television, radio, phonograph, tape recorder or VCR) than (3) hours in any given day, if the same shall disturb and annoy the Unit Owners and occupants of any other unit.

4. No Unit Owner or occupant shall engage in any altercation at any time, or to otherwise shout, yell or disturb the peace if the same shall annoy and disturb the unit Owners or occupants of any other Unit. Television, radio and any other electrical devices subject to volume control shall not be played above moderate levels if any Unit Owner or occupant objects, regardless of the time of day. Any such undue noise, as above mentioned, shall be considered a breach of the peace and, upon notice of Executive Board, manager or agent, if the Unit Owner or occupant does not so comply with the request to cease and desist such noise then the same be treated as a nuisance and the Executive Board, Manager agent shall have the authority and right to refer same to authorities governing such breach of peace and/or issue a fine.

5. No contractor or workman employed by a Unit Owner or resident of a Unit Owner shall be permitted to do any work in any Unit or in any portion of the Common or Limited Common Areas without the prior approval of the Executive Board, and if such approval is given, no such work shall be performed between the hours of 6:00 p.m. and 8:00 a.m. or on Saturdays, Sundays or legal holidays if such work is likely to disturb the occupants of any other Units (except for emergency work that must be performed during these times and hours). Any such workman shall first file with the manager and the Executive Board a Certificate of Insurance showing that such workman or its employees are covered for any liability to any property, person, injury, or the like. No materials concerning such work shall be stored on the property, in hallways, entrances, Common or Limited Common Areas for undue periods of time nor shall such material be placed so as to hinder the access of Unit Owners, residents of Unit Owners, their guests or invitees to their Units, Common or Limited Common Areas.

6. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used for security purposes and with prior approval in writing by the Executive Board), noisy or smoky vehicles, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner or resident of an Unit Owner, shall be located, used or placed on any portion of the Property, Unit or Common or Limited Common Areas without the prior written approval of the Executive Board.

7. Any Unit Owner or resident of an Unit Owner that operates any type of shortwave, citizens band, or other type of transmitting equipment, shall not interfere with the television or radio reception of any other Unit Owners or resident of an Unit Owner and such use of the aforesaid shall not interfere with the quiet comfort and enjoyment of any Unit Owner or resident of an Unit Owner in an unreasonable manner.

8. No Unit Owner, resident, invitee or guest of a Unit Owner shall cause or permit the blowing of any horn, screeching of any tires or other loud noises from any vehicle in which his family, tenants employees, guests or invitees shall be passengers or driver, approaching or

upon any of the driveway or parking areas serving the property, Common or Limited Common Areas, except as may be required for the safe operation of such vehicle.

9. No Unit Owner or resident shall send any employee of the Executive Board or Manager away from the Property on any private business.

VII. Access to Units and Bonus Rooms by Management

1. The agents of the Executive Board or Manager may require access to any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, the Bylaws or these Rules and Regulations: provided, however, that except in the case of an emergency situation, entry will be prearranged with the Unit Owner or resident of an Unit Owner to the greatest extent possible given the circumstances.

2. The agents of the Executive Board or Manager may enter any Bonus Room (a basement Limited Common Element storage area assigned to the Unit) at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, the Bylaws or these Rules and Regulations. Entry need not be prearranged with the Unit Owner but notice of entry will be given.

3. The Executive Board or the Manager will retain a passkey to each Bonus Room (a basement Limited Common Element storage area assigned to the Unit) that has a multi-building main water shut off valve. No Unit Owner or resident of a Unit Owner shall alter any lock or install a new lock on the door leading into a Bonus Room without the prior written consent of the Executive Board. If such consent is given, the Unit Owner or resident of a Unit Owner shall provide the Executive Board or their agent with a key for the Executive Board's use, as provided herein and in the text of the Declaration and the Bylaws. Change history: 10/30/2020: updated to state keys only kept for bonus rooms with water shut off valves.

VIII. Fire Safety

1. No Unit Owner or resident of a Unit Owner shall use or permit to be brought into a building, Unit, Common or Limited Areas any Areas any inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, explosives, fireworks, or articles deemed extra- hazardous to life, limb or property.

2. No combustible material or any type of space heater or system of any nature may be stored, used or contained in any Unit or in the storage areas of any unit nor in the Common or Limited Common Areas of the Property by any Unit Owner or resident of a Unit Owner at any time. If same is introduced in the Property, and as aforesaid, then the item or items may be removed by the Executive Board or Manager and the cost for such removal shall be a charge against the Unit Owner.

IX. Leased Units

1. The Units are intended for residential purposes only. There shall be no restrictions on leasing of units, except for the following: No lease shall be for less than the whole of the unit, no lease shall be for an initial term of less than one year and no transient tenants may be accommodated by any unit. The term “transient tenants” is defined to mean that occupancy by any persons other than those to whom the unit was rented under a signed and approved Lease. One-bedroom units may be Regularly Occupied by no more than two persons. Two-bedroom units may be Regularly Occupied by no more than two unrelated adults or a family group not exceeding three persons. “Regularly Occupied” means occupancy for a period of time in excess of 30 days in any calendar year, used as an address or containing household goods or personal property. Extensions to this period of time shall require written permission by the Executive Board and such extension shall be granted in increments of no more than thirty days.
2. Unit Owners who lease their units to others shall be required to apply for and obtain a renter’s license as required by Radnor Township. A copy of the license must be submitted to the Executive Board or Manager. Unit Owners who lease their unit shall first obtain the Lease Addendum form (a copy of the Lease Addendum is included in the addendum to this document) from the Executive Board, Manager or agent, and the Lease Addendum and these Rules and Regulations shall be attached and become a part of that lease. A copy of the lease and the Lease Addendum shall be filed with the Management Office.
3. Unit Owners who lease their unit to others shall vet the renter for Criminal, Financial, Credit and Eviction history using an approved agency. The Unit Owner will certify to the Manager that the vetting process has been completed.
4. Family residents who reside in a unit without a Unit Owner for longer than one month shall be required to have a formal lease arrangement with the Unit Owner and shall be on file with the property manager. All other tenant rules such as move in fees shall apply. Unit Owners who do not comply with these rules will be subject to a \$500 fine.

X. Pets

1. The Executive Board, Manager or agent may restrict pets of Unit Owners, or their resident to certain locations. Only normal domestic household pets are permitted (unless otherwise first approved by the Executive Board in Writing). All dogs must be licensed as required by Radnor Township. The current license will be submitted to the Executive Board or Manager annually. Dogs, Cats and other ambulatory pets shall, when not on a leash, be kept within a Unit. At no time shall any pet be permitted to run free, unleashed and unattended by its owner, on the Common or Limited Common Areas. No owner will permit their pet to chase other animals, including squirrels, rabbits, or birds. When a dog is outside of the owner’s unit, the dog will be on a leash under the control of the person responsible for the dog. Dogs may not be tied or attached to any physical structure on the property. Dogs must always be on a leash no longer than 6 feet. Dogs are not permitted to be on a long leash run and be left outside alone for any period of time. Cats and other pets that may require same, shall at all times be on a leash under the control of a person able to control said pet.

2. No dog, cat, or other animal shall be permitted to relieve itself on any shrub, fence or car, hallway, entrance, driveway, walkway or other parts of the Common or Limited Common Areas. Dogs will not be permitted to be walked or relieve themselves anywhere in front of the buildings. The designated areas for dogs to relieve themselves are between sidewalk and street curb or in grassy areas away from buildings. Off-limits are areas in front of buildings which are the areas between a building and the sidewalk. This includes trees and lamppost in front of buildings. Any solid waste shall be promptly placed in a bag and put in the nearest trash dumpster.

3. Every pet owner shall take all steps to prevent the noise, waste or odors of their pet from annoying other unit owners, or occupants of units. No animal, insect, fish or reptile of any kind shall be bred or raised in Common or Limited Common Areas; and in no event shall more than one dog, two cats or one other ambulatory pet be kept in any unit. Unit Owners and occupants shall be strictly liable for the actions of same. The Executive Board, Manager or agent for the Executive Board shall have the right to require that any diseased, infested, unclean or noisy animal, bird, reptile, fish, or insect be removed from the Property and if same is not removed by the Unit Owner or occupant, then, upon five (5) days written notice to the Unit Owner or occupant that is offensive, the Executive Board, Manager or agent may remove same and any cost shall be a charge against the Unit Owner.

4. Guests, invitees, occupants of unit owners that have a pet on the Property for a limited time shall first register said pet with the Association office. All residents are required to register their pets with the Managing Agent.

5. The rules and regulations apply to all visiting animals. All dogs and cats must be in compliance with the Radnor Township Code. Limit of one dog per unit, owner's choice of size and breed, with understanding that the owner is responsible for the dog and its behavior at all times. * All dogs must be in compliance with "Pennsylvania Dog Law" and licensed when three months of age or older. Limit of two (2) cats per unit, owner's choice of size and breed with the understanding that the owner will be responsible for the cat(s) and its / their behavior.

XI. Pest Control

1. All Unit Owners and residents of Unit Owners, invitees and guests of Unit Owners, shall be responsible for the cleanliness of their respective units and appurtenant Limited Common Areas. The cost of exterminating any rodent or insect infestation resulting from the uncleanliness of any unit shall be charged to the Owner of that Unit.

XII. Water; Hot Water Heater; Sewage; Garbage Disposer

1. The water shall not be left running for any unreasonable or unnecessary length of time in the Unit, Common or Limited Common Areas, by the Unit Owner, resident, invitee or guest of a unit owner.

2. All hot water heaters are to be equipped with an automatic leak detection and shut off device. As supplementary information, the letter from Association's counsel's Letter, dated June 18, 2010, which addresses the issue of responsibility for damage caused by water, is included in the addendum to the Rules and Regulations.

3. Unit Owners or residents of Unit Owners will not flush the following items down the toilet: Feminine hygiene products, baby wipes (even those that read "flushable")/ wet wipes/cleaning pads, dental floss, Q-tips or cotton balls, diapers, paper towels or tissues or other items that can clog the drain.

4. Unit Owners or residents of Unit Owners will not dispose of the following in the garbage disposal: Fat, bones meat, skin from meat, celery or other fibrous vegetables, coffee grounds, egg shells, fruit pits or seeds, grease, pasta, rice, beans, grits or oatmeal, potato peels or other items that can clog the garbage disposal and drain.

XIII. Non-Smoking

Smoking is defined as an activity involving any personal use device or substance which emits fumes, aerosol, vapor or odors.

1. Smoking is strictly prohibited in and around any and every area of St Davids Park Condominium property including interior Common Areas (foyers, stairways and hallways); and bonus rooms (which belong to the Association but are allocated for individual owners), garage, management office and other public or private areas, whether enclosed or outdoors. This applies to all owners, tenants, guests, employees, staff, invitees, and service, repair, and delivery persons.

2. All new leases for rental of a unit, or for addition or replacement of a tenant, entered into or approved or otherwise becoming effective after July 31, 2021 shall include language reflecting that smoking is prohibited in all units and the lease addendum for each such lease shall contain a paragraph setting forth the above prohibition without exception.

3. An exception to the non-smoking policy exists because current owners and tenants who occupy their units prior to July 31, 2021 may reasonably expect to be permitted to smoke in such units in accordance with their expectations at the time they purchased or occupied their units. For so long as any such owner or tenant remains in occupancy of their unit, such unit may be a smoking unit and the prohibition of smoking shall not apply to smoking within that unit. As any smoking unit is sold, transferred, rented to a new tenant, or becomes owned or occupied by anyone other than the current owner or tenant, the unit shall no longer be a smoking unit and will thereafter become and remain a nonsmoking unit, subject to the prohibition on smoking set forth in section 1 above.

4. Any resident who is disturbed by smoke emanating from a smoking unit may file a complaint with the management and, after investigation, management may require the owner of the smoking unit at the expense of the owner of the smoking unit, install or reinforce smoke barriers (i.e., fill in cracks under baseboards or door frames) at the exterior of the unit, install an effective air pressure system, install an air filtration system, and/or take other measures to reduce the incidence of smoke migrating from the smoking unit.

5. Any resident who is disturbed by smoke emanating from a non-smoking unit may file a complaint with the management, which shall enforce the non-smoking policy against the owner of the violating non-smoking unit.
6. Any violation of this non-smoking policy shall be a violation of the Rules and Regulations, punishable by warnings, fines, and/or required remedial action.

XIV. Outside Appearance of Unit

1. No exterior of any building shall be decorated by any Unit Owner or resident of a Unit Owner in any manner and no lawn ornamentation, decoration or any other shall be placed upon the Common or Limited Common Areas without the express consent of Executive Board, or otherwise as permitted in Gardening Guidelines later in this section. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitation on type, manner of display, and duration as the Executive Board may from time to time fix and determine.
2. No sign, notice, advertisement, flag, banner or the like shall be inscribed or exposed on or at any window or other part of the building, nor shall anything be projected out of any window or in any of the halls, stairways, entrance areas, Common or Limited Common Areas without approval in writing by the Executive Board.
3. All window draperies or curtains shall have white linings facing the outside of the unit.
4. No shades, awnings, window guards, window boxes, ventilators, fans or air conditioner devices shall be used, installed or contained in or about the Buildings except such shall have been approved in writing by the Executive Board.
5. No radio, television, CB, shortwave, Satellite TV or other type of antenna shall be attached to or hung from the exterior of any Unit, building, Common or limited Common Areas without prior written approval of the Executive Board.
6. No bird feeders (seed, suet or hummingbird feeders) may be placed in the common areas.
7. Gardening Guidelines
Residents are encouraged to use plantings to enhance the front of buildings only in established flower beds. If the unit is at the end of the building and an established planting area is at the end of the building, this is approved, as well as planting in established areas around lamp posts.

Perennials

If perennial plantings are already in the established beds, do not remove perennials, just plant around them. However, if you have questions about the perennial and its care, please send written questions to the Garden Committee through the management company.

Do not plant perennials without written permission of the Garden Committee.

Annuals

Plant only annuals, maintain them throughout the season and clean up at the end of the season.

Garden Equipment

When not in use, please store all equipment inside your unit or the bonus room assigned to your unit.

Garden Ornaments

Please limit to two per garden.

Planters

Please place all planters in only established beds, not on the grass. All planters must be in shades of brown, green or terra cotta.

Because we live in a community with others, we must remember above all that when we plant, there is no guarantee that the plantings will not be at risk, for example: animals, an uninformed landscaper, or a weed whacker gone astray. Plant at your own expense and risk.

For all questions and concerns, please put in writing to Garden Committee using the management company's website.

XV. Complaints

Any complaints regarding the management of the Property or regarding actions of the Unit Owners, occupants, guests, or invitees, shall be in writing to the Executive Board or Manager, or agent.

XVI. Delinquent Fees

Late Payment Policy- Article VI, Bylaws of the St. Davids Park Condominium Association (Section 4) obligates the Executive Board to take prompt action to collect delinquent monthly fees.

1. Any assessment payment not received by the due date shall be termed delinquent. Payment is due on the fifteenth (15) of each month representing payment for that month.
2. Ten (10) days after the due date, 12 percent per annum interest will be charged.
3. Thirty (30) days after the due date, a notice of delinquency shall be mailed to the Owner. Notice shall include the amount of delinquent payment, interest and late charge of \$10.00 per month for each unpaid monthly payment, and the total amount due.
4. If the account still remains delinquent fifteen (15) days after the mailing of the notice, the Community Manager shall initiate collection proceedings through legal counsel with the local district justice and all associated costs including legal fees and costs shall be borne by the unit owner.

XVII. Fines

The following procedures are adopted for imposing fines upon Unit Owners who violate the Rules and Condominium Documents:

1. The Board, its designated committee or its managing agent, shall notify the Unit Owner responsible for a violation of the Rules and Condominium Documents of the violation in writing and describe the violation with reasonable particularity. At the discretion of the Board, its designated committee or its managing agent, the first notice of a violation may be a warning with no monetary fine, or may carry a fine consistent with a second notice described below. If one-year elapses between violations of the same rule, the later violation shall be considered to be a first notice.

2. In the event the violation is not abated or corrected by the Unit Owner within fifteen (15) days from the date of the notice of violation, the Board or its designated committee may impose a subsequent and additional new notice of violation upon the Unit Owner with fine in an amount consistent with the fine schedule described below.

3. The Board, its designated committee or managing agent, shall notify the Unit Owner in writing of the fine and the amount hereof, and of the Unit Owner's right to have a hearing. If the fine is not paid or hearing requested within ten (10) days of the notice of fine or within ten days of a decision following a hearing, if any, that fine will become a lien against the unit and additional fines may be imposed until the violation is abated. If a hearing is held, the Board will make a decision which shall be final. In any event, the decision of the Board or its designated committee shall be final.

4. Any Fine, imposed in accordance with this Rule shall constitute a common expense assessment and lien against the unit and shall be collectible in the same manner as provided for in the collection of common assessments. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine shall be the responsibility of the Unit Owner. The fine schedule is as follows:

2nd Notice \$100.00

3rd Notice \$200.00

All Others \$300.00

The Executive Board reserves the right to levy additional fines above the \$300.00 mark for violations that are extreme, not being remediated or affect the safety and welfare of others.

5. The fining procedures set forth in this Rule shall not be exclusive of other rights and remedies available to the Association of the Board.

IT IS THE COOPERATION OF ALL RESIDENTS WHICH ALLOWS EACH OF US TO FULLY ENJOY OUR HOMES, THANK YOU

Addendum

Item 1 is a letter from the Association's counsel on unit owner responsibility for damages emanating from limited common elements under their control.

Item 2 is a letter to homeowners regarding leasing process.

Item 3 is Lessee Screening Certificate

Item 4 is a lease addendum to be added to all leases for properties in St Davids Park.

June 18, 2010

Unit Owners of St. Davids Park Condominium

Re: Insurance Damage to Units
Our File No. 10932153

Dear Unit Owners:

Our offices represent your Condominium Association.

As you know, each of your water related utilities (hot water heater, washer, etc.) is located in the storage area of the basement of the buildings. This area is allocated exclusively to each owner's benefit. This, by definition, makes the space a limited common element and as such, any costs or claims associated with that space are to be allocated to the owner. However, for example, in the instance where a hot water heater or washer leaks and causes damage to another owner's limited common space, it shall be the unit owner's responsibility wherein the leak began to address all damages, including to any common areas, resultant from the water leakage. The Association's insurance policy will not be assessed for these types of claims and damages.

We suggest that you contact your insurance carriers to be certain your policy covers the liability for all damages emanating from areas exclusively in your possession, maintenance and control.

Thank You.

Very truly yours,
LANDIS & SETZLER, P.C.

Dear Homeowner:

St. Davids Park Condominium Association is committed to the safety and security of all residents. Effective Oct. 1, 2020 we will require owners to comply with our leasing procedures whenever a unit is to be occupied by anyone other than the owner whose name(s) are on the deed:

1. Complete and provide the following documentation to Management.

- Obtain a Renter's License from Radnor Township. The Radnor Township regulations and application for the License are available on the township's website at <https://www.radnor.com/195/Rental-Properties>.
- Screen all non-owner occupants for Criminal, Income, Credit and Eviction history. You may use Transunion's SmartMove or other similar service. Any Criminal or Eviction information resulting from such screening must be shared with the condominium management company. Complete the Lessee Screening Certificate (Addendum Item 3) certifying that the owner has completed a screening.
- Complete and sign a Lease Agreement showing the names of all non-owner occupants as Lessees. This includes unrelated persons and family members alike.
- Complete and sign the St. Davids Park Lease Addendum Form (Addendum Item 4) and attach it to the Lease Agreement.

2. Pay the Move-In Fee

There is a \$250 fee to be paid for every change of occupancy. Please make checks payable to St. Davids Park Condominium Association.

3. Schedule Move-in/Move-out

Upon receipt of the above documents, Management will coordinate the date for moving in/moving out. A Management representative will either be present at that time(s) or will inspect the premises shortly thereafter for damages to common areas.

There is a \$500 fine for failure to comply with these leasing procedures requirements.

LESSEE SCREENING CERTIFICATE

The undersigned owner of Unit____, St. Davids Park Condominium, hereby certifies that he/ she has completed a Lessee Screening of _____, the proposed Lessee, for Criminal, Credit, Income and Eviction history. The Income and Credit history results are satisfactory to me as Owner/Lessor. With respect to the Criminal and Eviction history:

___There were no negative results reported.

___Negative results were reported as follows:

Unit Owner/ Lessor's Signature

_____ Print

This Addendum is attached to and made part of the Lease Agreement made on _____, between

_____, Landlord/Lessor and
_____, Tenant/Lessee.

1. Condominium Documents. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium By-laws, Rules and Regulations (the "Condominium Documents") of Saint Davids Park Condominium as shall apply to the demised premises and agrees to assume all duties and responsibilities and, except as otherwise specifically provided herein with respect to charges and assessments of St. Davids Park Condominium Association (the "Association") to be jointly and severally liable with the Lessor for all liabilities and for the performance of all obligations applicable to Unit owners under the Pennsylvania Condominium Act (Act No 1980-82-68 PA Cons Stat 3101 et seq.) (herein called the "Act"), Condominium Documents or otherwise whatsoever during the term of this lease. However, Lessor, in all events, shall retain and may exercise any voting rights associated with the demised premises.

2. Lessor Obligation. It is expressly understood that lessor shall not be released from any responsibility for payment of all charges and assessments levied by the Association or compliance with all of the terms and conditions of the Condominium Documents. It is expressly understood and agreed by both the Lessee and Lessor that as a condition for the approval of this lease by the Executive Board of the Association in accordance with the Declaration of Condominium that in the event Lessor shall fail to pay any charge or assessment levied by the Executive Board against any unit constituting the demised premises, and such failure to pay continues for thirty (30) days, the Executive Board shall so notify Lessee in writing of the amount(s) due and within fifteen (15) days after the date of such notice, Lessee shall pay to the Executive Board the amount(s) of such unpaid charges and assessments, provided the unpaid charges and assessments paid to the Association by Lessee after the non-payment by Lessor shall be credited against and shall offset the next monthly rental installment due to Lessor following the payment by Lessee of such charges and assessments to the Association, provided further than in no event shall Lessee be responsible to the Association during any month in excess of the monthly installment of rent hereunder. The Association shall have the

right to enforce the provisions of this paragraph as well as any other provision with respect to any obligations and responsibilities under the Condominium documents by withdrawing its consent and approval to this lease by written notice to Lessor and Lessee in which case the approval of the Executive Board of this Lease shall be terminated within thirty (30) days after such notice in which event the Condominium Association shall have the right to pursue any remedies it has under the Condominium Documents in the event of non-compliance of Unit Owners or occupants. It is expressly understood that Lessor shall not be released from any responsibility for payment of all charges and assessments levied by the Association in accordance with the Condominium Documents.

3. Lessor and Association Access. Lessee agrees to permit Lessor and/or the Association, or their agents, authorized by the Lessor and/or the Association, to have free access to the demised premises, at reasonable times for the purpose of making repairs or alterations as may be required provided the Association shall have no obligation hereunder with respect to repair of any portions of a Unit.

4. Lease Subject to Approval. This Lease between Lessor and Lessee shall be subject to the prior written approval of the Association Executive Board. Such approval shall be indicated on this lease by the signature of at least two duly authorized officers of the Executive Board or the Association's Managing Agent. Without such prior approval this Lease shall be null and void as between Lessor and Lessee. The parties hereto acknowledge and agree that the Association is a third-party beneficiary of the provisions of this Lease and shall have all of the rights accorded such a party under the law.

5. Amendments and Modification. This Lease may be modified, amended, or surrendered only by an instrument in writing duly executed by Lessor and Lessee and approved by the Association Executive Board.

6. Conflict between Terms of Addendum and Lease Forms. To the extent any term or provision of the lease form to which this Addendum to Lease is attached, this Addendum to Lease shall control and govern.

7. Copy to Association. Ten days after this Lease is executed, a copy shall be forwarded to the Condominium Management Office.

WITNESS

LESSEE

WITNESS

LESSEE

ST. DAVDS PARK EXECUTIVE BOARD APPROVAL