



**OAK HILL CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

**Adopted as of December 15, 2021**

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# OAK HILL CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

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## **A. INTRODUCTION**

The Association is governed by its Declaration, Bylaws and these Rules and Regulations (collectively, the “Governing Documents”). The provisions of the Association’s Declaration shall prevail in the event of any conflict herein. Our Association’s Declaration contains certain Use Restrictions set forth in Article 8, Section 8.1. These Use Restrictions are summarized herein. For a full and complete list of the Property’s Use Restrictions, see Article 8, Section 8.1 of the Declaration. These Use Restrictions may not be altered, amended or otherwise changed without a vote of the Unit Owners in accordance with Article 7 of the Association’s Declaration.

## **B. USE RESTRICTIONS FROM DECLARATION**

1. Except as otherwise expressly set forth herein, no part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or housekeeping unit or such other uses permitted by the Declaration and for no other purposes. If zoning regulations permit professional activities to be conducted within the Units, application may be made by a Unit Owner to the Executive Board for approval to commence such newly permitted use of his or her Unit. Each such application shall be considered by the Executive Board on an individual basis. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as title to such Unit is not transferred and the nature and scope of the approved use remains unchanged. No unit owner shall permit his or her unit to be used or occupied for any prohibited purpose.
2. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profits, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.
3. No signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board.
4. 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 otherwise provided in the Governing Documents.
5. The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.
6. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, 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.

7. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited 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.
8. 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 the Building or on the Property and no sign, awning, canopy, shutter, radio or television antenna (Except as otherwise permitted in the Governing Documents or except as installed as of the date the Declaration is recorded or as thereafter installed by the Executive Board) 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.
9. No air conditioning and/or heating unit of whatever type other than those installed as of the date the Declaration is recorded may be installed without the prior written permission of the Executive Board.
10. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets may be kept in Units, subject to any terms and conditions set forth in the Governing Documents. Any permitted household pets may not be kept, bred, or maintained for any commercial purpose.
11. Any authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Management Office. All authorized pets shall be registered with the Management Office.
12. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
13. No blinds, covers, or shades shall be attached to, hung, or used in connection with any balcony, patio or deck. Draperies, shades, curtains, venetian blinds or shutters must be installed by each Unit Owner, on all windows, of their Unit and must be maintained at all times. Draperies, shades, curtains, or blinds shall be lined in solid, pale pastels or neutral tones.
14. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or exposed on any part of the Common Elements and/or Limited Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
15. No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any regulations of the Executive Board.
16. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machine, 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.

17. 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, any of which is located within 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 Buildings 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.
18. No Unit Owner shall place or store anything on the patio or deck Limited Common Elements appurtenant to his Unit, nor shall such patio, balcony, or deck be decorated, painted or otherwise altered, if, in the opinion of the Executive Board, such placement, storage, decorating, painting, or alteration would create an unsightly condition.
19. The owner of a Unit shall be responsible for maintaining such Unit in good order and repair, at the expense of such owner, including (but not limited to) cleaning and replacing glass panes in any window serving such Unit.
20. The owner of a Unit shall be responsible for the cleanliness of any Limited Common Elements serving such Unit, at the expense of such unit owner.
21. Unit Owners may not install window air-conditioners, exhaust fans or any other item which protrudes through any window serving the Unit without the prior written approval of the Executive Board.

## **C. RULES & REGULATIONS**

### **LEASING RULES**

1. A Unit Owner may not lease less than the entirety of their Unit. No Unit may be leased for an initial term of less than one (1) year, nor may any Unit be leased for transient and/or hotel purposes.
2. A Unit Owner may only lease his/her Unit pursuant to a written lease. A copy of the fully executed written lease must be provided to the Management Office within ten (10) business days **PRIOR TO** the tenant's occupancy of the Unit.
3. Be advised that during the term of any lease for a Unit, the right to use the Association's Recreational Common Facilities and/or Amenities shall transfer to the tenant in that lease and the corresponding Unit Owner shall have no right to access any such Facilities and/or Amenities until the expiration of the lease.

4. Any Unit Owner wishing to lease their Unit shall obtain any and all necessary applications, permits and/or certifications required by Lower Merion Township (the “Township”) in conjunction with the leasing of their Unit including, but not limited to, an Application for Residential Rental Unit License (“Rental License”). **Copies of all applications, permits and/or certifications, including a copy of an executed Township Rental License, shall be provided to the Association’ Management Office with the submission of the executed lease.**
5. Unit Owners with active leases for their Units shall be responsible to pay an annual Leasing Fee to the Association, which shall be assessed against the Unit Owner’s account with the Association.
6. The Unit Owner must provide proof that a background check of the tenant has been completed. The failure to do so may result in a fine according to the current Fine and Enforcement Policy.
7. The Unit Owner of a leased unit must include a **NO PET POLICY** in the lease.
8. Owners of leased Units will be held responsible for any violations of the Association’s Governing Documents that are committed by their tenant(s). Any such violations may result in the levying of fines against the Unit Owner’s account and/or the suspension of certain privileges.
9. The Unit Owner is responsible to provide their tenant with copies of the Association’s Governing Documents.
10. **All Unit Owners leasing their Units must have Homeowners and Liability insurance naming Oak Hill Condominium Association as an additional insured.**
11. The Association reserves the right to conduct inspections of any leased Units in the Community.
12. A Family/Parent/Sibling Leasing form shall be completed for any Unit owned by a non-resident Unit Owner and occupied by a parent, child or sibling of said Unit Owner and which unit is not an investment Unit. The form is available in the Management Office. Failure to complete and deliver this form to the office may result in a fine.

#### **PET RULES**

13. No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets may be kept in Units, subject to any terms and conditions set forth in the Governing Documents. Any permitted household pets may not be kept, bred, or maintained for any commercial purpose.
14. Any authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed, by the Owner, from the Property upon three (3) day’s written notice from the Management office. All authorized pets shall be registered with the Management Office.

15. A maximum of two (2) small dogs (25 lbs. or less) or two (2) cats, or one (1) small dog and one (1) cat may be kept in the Terraces. A maximum of two (2) small to medium dogs (50 lbs. or less) or two (2) cats, or one (1) small to medium dog and one (1) cat may be kept in the Estates. Small animals other than dogs or cats (including but not limited to hamsters, birds, reptiles, amphibians and fish) may be kept in a Unit as household pets and must be kept within the Unit at all times, provided that such permitted species are not kept for any commercial purposes, and are not poisonous or otherwise harmful to people, pets, or property.
16. No Unit that is occupied by a person other than a Unit Owner may be permitted to have in their Unit, for any period of time, any pets. This includes pets brought by guests or visitors.
17. A pet may be kept in a Unit so long as it is not a nuisance. Actions which constitute a nuisance include but are not limited to abnormal or unreasonable noise, crying, scratching, or unhygienic offensiveness. Actions which constitute a nuisance shall also include, but are not limited to: permitting, at any time, any pet to be on any Common Element or Limited Common Element without a leash, permitting any pet to be on any Common Element or Limited Common Element that jumps on any person or other animal, permitting any pet to relieve itself inside any Building, Building Entrance Area and/or on any part of any Common Element or Limited Common Element where it is posted “**NO DOG WALKING**”, or on the flowerbeds, plantings or patios. Cat litter must be bagged before being deposited in trash chutes or receptacles. Failure to pick up and properly dispose of any pet fecal droppings left on any Common Element or Limited Common Element where dog walking is permitted shall result in a fine.
18. All pets must be registered and inoculated as required by law and in accordance with state and local ordinances and registered **annually** with the Association.
19. Pet owners must exercise proper care and custody over the pet to ensure the health and welfare of the other Residents of the Buildings and preservation of the Buildings and grounds.
20. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Pet owners are responsible to indemnify and/or reimburse the Oak Hill Condominium Association for any and all costs incurred as a result of the presence of their pets.
21. Owners of pets attacking other pets or people will be provided with notice and opportunity to be heard and then, if appropriate, fined. This is in addition to any and all other available legal remedies.
22. Pets may not be exercised in the halls. Pets in the Terraces are permitted to walk down the ramps and out the front door, but they may not go through the lobby or sit in the lobby. All pets must be kept on a leash and accompanied by a responsible person when outside of the Unit.
23. Pets are not permitted in the swimming pools or pool area, playground, health club, Club House or the tennis courts and such other areas as have been or may be designated as no pet areas by the Board.

24. Pet owners must promptly clean up their pet droppings or any other excretions in all areas of the property. These shall be deposited using the designated outdoor disposal system. Pet owners are financially responsible for any and all cost incurred to clean, repair or replace damages caused by their pets. Cat litter must be bagged before disposal in the trash chutes or trash cans.
25. Fines for each violation of the provisions of this section can be found in the Fine and Enforcement Policy. Fines will be an added item to any costs incurred by the Association to rectify any damages. The Association may establish fees and fines, as it deems appropriate.
26. The Service and Support Animal Rules and Regulations must be complied with, as applicable, and are available in the management office.
27. Each Pet shall be subject to an annual pet fee of \$50, or other such amount as the Executive Board may determine from time to time, said funds to be utilized to help off-set the cost of pet related supplies and maintenance such as, but not limited to, remediation of pet areas and waste removal supplies.

### **STORAGE RULES**

28. All personal property placed in or on any portion of the Association Property or any place appurtenant thereto, including, without limitation, the storage areas, shall be at the sole risk of the owner of such property. The Association shall not be liable for the loss, destruction, theft or damage to such property. Any Unit Owner may use the common storage rooms, if a storage locker is assigned to their Unit by management, without charge for the storage of such items as trunks, suitcases, boxes, snow tires and other items permitted by the Board. The storage locker may not be used for flammable, noxious or hazardous materials or any item, which may present a fire or other hazard. The Association may require any item which it deems to be a hazard to be removed from the storage locker or room. Non-Unit Owner occupied Units are prohibited from having a storage Unit. Storage units are not transferable.
29. Should an employee of the Association, at the request of a Unit Owner or Resident move, handle, or store any articles in storage rooms, or remove any articles therefrom or handle, move, park or drive any vehicle placed in the parking areas then, and in every such case, such employee shall be deemed the agent of the Unit Owner or Resident. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

### **VEHICLE & PARKING RULES**

30. Purpose and Application:
  - a. These Parking Rules and Regulations have been developed for the Oak Hill Condominium Association, and apply to all Unit Owners, Residents, tenants, guests and invitees within the community. All vehicles located, whether standing or parked, within the Oak Hill community are subject to the laws of the Commonwealth of Pennsylvania and of Lower Merion Township, and to these Parking Rules and Regulations. Unit Owners and Residents are responsible for the actions of their tenants, guests and invitees. Any vehicle (whether owned by a Unit



Owner, a tenant, a guest, and/or invitee) in violation of the State, Township, and community rules shall be subject to fees and fines, which are the responsibility of the Unit Owner, and upon written notice, may be subject to removal.

31. Public & Private Roadways:

- a. Private Roads: Paved roads owned and maintained by the Oak Hill Condominium Association. All state and county laws are enforced by the Lower Merion Police and by the Fire Marshal on these private roads. Community rules are enforced by the Association on these private roads and parking areas. The private roads are:
  - i. Oakwood Terrace beginning at the traffic circle at the entrance to the Estates and continuing throughout the Estates parking areas and along the back of the property adjacent to the woods.
- b. Public Roads: Paved roads owned and managed by Township of Lower Merion. All State and Township laws are enforced by the Township and Fire Marshal on these public roads. The following roads are public:
  - i. Oakwood Drive
  - ii. Oakwood Terrace – from Hagys Ford Road to the traffic circle at the entrance to the Estates.

32. Vehicle Definitions

- a. Junk Vehicle: A vehicle that is disabled, inoperable, or unable to be driven on private or public roads.
  - b. Abandoned Vehicle: A vehicle that is parked on Oak Hill property is presumed abandoned if it has been in a specific location for seven (7) days without being moved and if it lacks either: (1) a current license plate, or (2) a valid state inspection Sticker.
  - c. Parked Vehicle: A vehicle that is brought to a stop with the engine off.
  - d. Standing Vehicle: A vehicle that is brought to a stop with the engine still on.
33. Unless otherwise specifically authorized and preapproved in writing by the Association, the parking areas may not be used for any purpose other than parking passenger vehicles. No Resident shall park, store or keep buses, trucks, trailers, boats, vans (with exception of private passenger use mini vans with seating for 8 or less), stretch cars, limousines, recreational vehicles (with the exception of private passenger use, SUVs with seating for 8 or less), or commercial vehicles or any vehicles with “Commercial”, Truck, Delivery or Limousine license plates, or any vehicle displaying any signs, logos and/or name of a business.
34. All vehicles must have current license plates, display current Oak Hill registration stickers, current state inspection stickers and be in good operating condition.
35. No vehicles shall be parked on the Association property with “For Sale” signs attached.
36. No washing, waxing, detailing, repairing or servicing of vehicles is permitted on or in any parking area or on any Common Element or Limited Common Element.

37. All vehicles must be parked in a designated parking space and between the lines. No vehicle shall be parked in such a manner that encroaches on another parking space or area or that obstructs the movement of other vehicles into or out of the designated parking spaces.
38. Those parking spaces that are specifically designated to a Building or Unit may only be used by those Residents that reside in that specific Building or Unit. For example, North Terrace Residents may only park in those parking spaces in parking lot(s) or areas designated for North Terrace or “N/S” for North/South Terrace (shared space). Under no circumstances can a Resident who resides in the South Terrace park in a space allocated to North Terrace parking (the same applies to the North, East and West Terraces). Violators will be fined.
39. Commercial Vehicles of contractors performing services for a Unit Owner or Resident are permitted to be parked in the parking areas so long as they are performing services and only between the hours of 8:00 A.M and 6:00 P.M. (except for emergencies) Monday through Friday and between 8:00 A.M and 5:00 P.M. on Saturdays. Under no circumstances may such vehicles or equipment and/or materials be left overnight. The Unit Owner will be fined for violation of this rule.
40. Service contractors (including health aides), and guests must park in those parking areas that are designated for the Building/Unit which they are visiting. The Unit Owner is responsible for advising service contractors and guests to park in those parking spaces located furthest from the Building or Unit entrance, as these are less frequently used by Residents. Service contractors and guests should not park directly outside the main entrance to any Building.
41. Parking in a manner that blocks sidewalks, driveways, fire lanes or handicapped ramps is prohibited at all times.
42. When Unit Owners and/or Residents are away for an extended period of time (seven (7) or more consecutive days), or use their vehicle infrequently, said vehicle must be parked in those parking spaces located furthest from the Building or Unit entrance or in other parking spaces less frequently used. This will enable other Residents who are home to park as close as possible to their respective Building or Unit entrance. Please notify the Management Office when leaving your car for an extended period (seven (7) or more consecutive days).
43. All vehicles are subject to the restrictions enforced by the Commonwealth of Pennsylvania and the Township of Lower Merion. Such restrictions include, but are not limited to, vehicle operations (such as speed), vehicle modifications (such as noise) and vehicle parking violations that impact the safety of Residents.
44. Residents may not “reserve” a parking space by placing objects such as furniture in a space, or by parking askew over two spaces.
45. All overnight guest vehicles must have a guest parking pass which is available in the management office.

46. Every Resident must register all vehicles that will be parked on the Association Property by completing a form provided by the Association. Upon acceptance of the registration form, each registered vehicle may be issued a permanent parking sticker/decal, which must be displayed on the vehicle, at all times, as instructed by the Association. Parking privileges may be revoked if the vehicle, Unit Owner/Resident does not comply with all parking rules.
47. Sticker/decal is to be placed on the rear side window of the driver's side facing outwards.
48. The maximum number of permanent parking stickers issued per Unit for vehicles is as follows:
  - a. A one (1) bedroom Unit shall be issued a maximum of two (2) parking stickers.
  - b. A two (2) bedroom Unit shall be issued a maximum of two (2) parking stickers.
  - c. A three (3) bedroom Unit shall be issued a maximum of three (3) parking stickers.
49. Two-bedroom Units which have been issued three parking passes prior to October 1, 2016 are grandfathered until such time that the Unit is sold and or a new tenant takes occupancy.
50. Vehicle and/or Parking Violations may be reported to the Property Management Office.
51. The following violations should be reported directly to the Lower Merion Township Police at (610) 649-1000 or Fire Marshal at (610) 645-6190:
  - a. Vehicles parked in fire lanes.
  - b. Vehicles blocking fire hydrants.
52. Vehicle Violations and Penalties
  - a. Fire Lane/Fire Hydrant Violation Penalties: These vehicles are subject to immediate ticketing and/or towing by the Lower Merion Township Police and/or Fire Marshal at the expense and risk of the vehicle owner. A fine may also be assessed by the Association.
  - b. Public Thoroughfare Violation Penalties: These vehicles are subject to immediate ticketing and/or towing by the Lower Merion Township Police at the expense and risk of the vehicle owner. A fine may also be assessed by the Association.
  - c. General Parking Space Violation Penalties: When a vehicle is parked in violation of the parking space rules, the Association will either (1) place a warning notice directly on the vehicle, or (2) send the owner of the vehicle a warning letter. The warning notice is a final notice that the vehicle in violation will be subject to fines for any repeated and/or future infractions of these Rules and Regulations (regardless of infraction type). **All fines are assessed to the Unit Owner's account regardless of whether the infraction was incurred by a Unit Owner or tenant, Resident, guest, or service contractor.**

## UNIT ACCESS & KEY RULES

53. **Each Unit Owner must provide to the Association a working copy of any key(s) required to gain entry to such Unit.** Each Unit Owner is responsible to provide the Association with updated keys in the event locks are changed. These key(s) ("Emergency Keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition, which may adversely affect any Common Element or other Units. In no event shall such Emergency Keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above.
54. No Unit Owner or Resident shall alter any lock or entry system, or install additional locks or entry systems, or a knocker, or a bell on any doors and/or doorframes of a Unit or alter thresholds without the prior written consent of the Board.
55. If no Emergency Key is provided to the Association or if the Unit Owner or Resident through the installation of alarms, security systems or other locks, prohibits or obstructs entry to their Unit, the Unit Owner shall be responsible for the actual costs or damages incurred by the Association in gaining entry into the Unit. Failure to provide a working copy of any key(s) will result in a fine.
56. The Property Manager may authorize any contractor or worker, authorized by the Board, to enter a Unit after advanced notification to the Unit Owner, and gaining the Unit Owners approval unless in the case of emergency. If the Property Manager has reason to believe there is the presence of any vermin, insects, or other pests, and/or has reason to believe there is a health, safety or fire hazard in the Unit, the Association has the right to insist upon an inspection of said Unit.
57. A charge will be issued for opening a Unit Owner's or Resident's door at such Unit Owner's or Resident's request, between 5:00 p.m. and 8:00 a.m. when such request requires the assistance of an employee of the Association. If a Unit Owner or Resident gains access to their Unit prior to arrival of the Association employee, then the Unit Owner or Resident must call to cancel the request. If this request is not canceled and the employee arrives to provide the service, then the charge will be imposed according to the Fine and Enforcement Policy.
58. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the person leaving such items assumes the sole risk therefor and such person, not the Association, shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be permitted by the Management Office without the prior written permission of the Unit Owner or Resident accompanied by a written waiver of all liability in connection with such deliveries.

## RECREATIONAL FACILITIES

59. In addition to all other rights which the Association has for nonpayment of fees, assessments, and fines, the Board shall have the right to bar any Unit Owner or Resident who is NOT current in their Association fees, assessments or fines from the use of any recreational facilities, the right to vote, the right to serve on the Board or any committees, and the right of access to any common element, amenities such as pool, gym, tennis courts, club house, etc. (Act 84 of 2018, house bill 1499)
60. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No person shall make any claim against the Association, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Unit Owner or Resident shall hold the Association harmless from any and all liabilities and any action by any tenants, guests, invitees or licensees of such Unit Owner or Resident arising out of or related to the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants or employees in the operation, care or maintenance of such facilities.

## MOVING & DELIVERY RULES

61. **Moving.** Anyone moving into or out of a Unit must do so in compliance with these Rules and Regulations.
62. **Notice to Management.** No move shall be conducted unless the move has been scheduled and approved by Management at least five days in advance, in writing, of the proposed date and time of the move.
63. **Time.** To preserve the quiet enjoyment of the Association's Residents, moving is restricted to the following hours:
- |                 |   |
|-----------------|---|
| Monday – Friday | 8:00 a.m. - 6:00 p.m. (No moving on Federal holidays) |
| Saturday        | 8:00 a.m. - 5:00 p.m.                                 |
| Sunday          | No Moving is allowed                                  |
64. **Move-In Fees.**
- a. There is a non-refundable \$500 move-in fee for all Terraces Units and a \$250 non-refundable move-in fee for all Estates Units, which must be paid each time a Unit Owner or tenant moves into a Unit in the Community. Unit Owners are responsible for remittance of their applicable move-in fee to the management office prior to the Unit Owner, or their tenant, moving into their Unit. Failure to comply with these terms may result in the issuance of fines and/or other remedial action, in accordance with the Association's Fine and Enforcement Policy.

- b. The move-in fee does not cover any damages associated with the move-in or move-out, during deliveries or from any other activity that may cause damage to the Property. Additional charges will be assessed for specific damage to the elevator, walls, doors, carpets, ceilings, lights, etc. during the move-in/move-out, delivery or by any other activity that causes damage to the Property.
  - c. Move-in fees must be paid via check, made payable to “Oak Hill Condominium Association”, which shall be paid directly to the management office. If leasing their Unit, Unit Owners are responsible for either collecting the move-in fee from their tenant or paying it on their own and remitting payment to the management office.
65. **Deliveries.** All Residents must arrange for deliveries to be made during the hours of 8:00 a.m. through 6:00 p.m., Monday through Friday, and 8:00 a.m. through 5:00 p.m. on Saturday, No deliveries on Sunday and/or federal holidays. Residents must notify the Management Office in advance of all deliveries to the Terraces to enable the proper protection of Common Areas.
66. **Conduct.** Moving and deliveries should be conducted in the least disruptive manner possible. Moving vehicles (including cars) should minimize blocking access to any Building home entrance, or the roadways. Damage to any Common Area resulting from any move will be assessed against the Unit Owner.
67. **Prohibited Sales.** Estate sales, moving sales, house sales, and the like, are not permitted at any time.
68. **Elevator Use.** Permission for transporting large items in the elevators must be obtained from Management in advance. This will allow the Association the time to install elevator pads. Failure to obtain approval will result in a fine. See the Fine and Enforcement Policy. The Unit Owner’s account will be charged for any damage to any Common Area resulting from such transportation, whether preapproved by Management or not.
69. **Lobbies and Common Element.** Residents are not permitted to use the lobbies or any Common Element (balconies, patios or lawns) during moving and deliveries. All items must be transported into or out of the **East and West Terrace Buildings by the side entrances, and The North and South Terrace Buildings by the rear/back entrance or by the side entrances.**
70. Management will **inspect** hallways and common areas prior to and after a move.
71. **Fines.** The Association will impose fines against a Unit Owner/Resident who violates these Rules, as per the Fine and Enforcement Policy.

## GENERAL COMMUNITY RULES

72. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on any Common Element without the prior written consent of the Board. No fences may be erected around or on any Common Element.
73. Solicitation is not permitted in the Buildings or on the Association Property. If any Unit Owner or Resident is contacted by a solicitor on the Association Property, the Association must be notified.
74. Any new washers or dryers, as well as change in the size of same, requires approval by the Property Manager. Portable washers, dryers and dishwashers are prohibited. All new and existing washing machine installations must have stainless steel braided hoses installed in place of the standard hoses. In order to be in compliance, a Unit Owner must retrofit any/all existing washing machines currently installed in your Unit. All dryers shall be vented to areas designated by the Property Manager in accordance with the type of dryer. All dryer vents must be professionally cleaned every 2 years and proof of cleaning Invoice/Receipt must be submitted to the management office.
75. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.
76. Unit Owners must obtain written approval from the Management Office in order to upgrade any electric line from 120 volts to 220 volts. East and West Terraces are prohibited from having a 220-volt line.
77. Parents shall at all times be responsible for their children while they are in the Units, or in or on any Limited Common Element, or Common Element. No one is permitted to play in the shrubs or flowerbeds, and must refrain from riding or wheeling bicycles, skateboards, scooters, and roller blades or skating within the Buildings.
78. Each Unit must maintain a constant minimum temperature of at least 50 degrees during the cold weather months in order to prevent pipes from freezing. This minimum temperature applies to all Units, whether or not occupied.
79. At the time a Unit Owner of a 3-bedroom Unit in the Estates replaces their existing hot-water heater, regardless of size, the Unit Owner must install automatic water shutoff valves (Wags model #7200-1 by Taco or current specifications as designated by the Management Office) on the supply side of the hot-water heater. All hot water heaters located in any Unit which sits above another Unit shall be replaced at the end of its warranty period.
80. All garbage and trash must be placed in the proper receptacles in either trash rooms or such areas as designated by the Board. No garbage or trash shall be placed in or on any portion of any Common Element or Limited Common Element. The only exception will be for newspaper recycling materials, which are to be placed in a paper bag or tied and placed in the designated areas, on the designated day/night. No garbage cans, containers or bags of any kind shall be placed in public halls, public walkways, on the stair-step landings or any non-designated areas of any Common Element or Limited Common Element. Most batteries can

be disposed of in the regular trash. Rechargeable batteries should be taken to a recycling facility.

81. Recycling: Place items in paper bags or directly in the recycle bins. Do not use grocery store plastic bags as they will contaminate recycled items. The bagged items will be treated as regular trash and will not be recycled. Cat litter must be bagged before disposal in the trash chutes or trash cans.

- a. Materials to be recycled are:
  - i. Cans (aluminum or bi-metallic, food & beverage)
  - ii. Glass (clear or colored, lids can be left on)
  - iii. Plastic (Soda, juice bottles, shampoo, etc., caps can be left on)
  - iv. The numbers on the bottoms of these items to be recycled are 1,2,4,5,7
  - v. Paper (newspapers, magazines, circulars, & phonebooks)
  - vi. Cardboard containers shall be broken down and flattened and placed in the trash rooms or enclosures on the EVENING prior to the day of the paper collection. Pizza boxes are not recyclable and must be bagged and placed with regular trash.
- b. It is NOT necessary to remove labels; all containers must be rinsed out before being recycled: cans, glass and plastic can be co-mingled.
- c. The following CANNOT be recycled: Shredded paper, scrap metal, hazardous waste, diapers or bio-hazardous waste, non-recyclable plastics, liquids, ceramics, frozen food containers, Styrofoam, plastics larger than a laundry basket, drinking glasses, mirror glass, and broken glass.
- d. Aerosol cans cannot be recycled and should be put in the regular trash.
- e. Newspapers and the like MUST be placed in a paper bag or tied. They cannot be placed in plastic bags as it will contaminate the container. Newspapers are to be placed in the trash room in the Terrace Buildings or in the trash enclosures of the Estates on Tuesday evening for early Wednesday morning pick up. All other recyclables should be placed in the designated containers located in the trash enclosures outside the rear entrance of each Terrace Building or in the trash enclosures in the Estates. Boxes left in the trash rooms of the Terrace Buildings that can be identified will result in a fine and ANY food boxes such as pizza, etc. are NOT to be left in the trash rooms of the Terrace Buildings. Problems that result from the violation of these rules include but are not limited to, pest and vermin infestation and the contamination of the recycling containers.



82. On the Association Property, the bathrooms, and toilets, and other water and sewer apparatus shall be used only for the purposes for which they are designed. No sweepings, matches, rags, ashes, flushable wipes or other improper articles shall be thrown therein. If the Association repairs any damage or incurs any cost resulting from misuse of any such apparatus, the cost shall be assessed to the Unit Owner.
83. Nothing shall be done in or on any Unit, Limited Common Element or Common Element which may impair the structural integrity of the Association Property or which may structurally change the Association Property, nor shall anything be altered or constructed on or removed from any Common Element or Limited Common Element, except upon the prior written consent of the Board. No nails, screws, or punctures may be made in the siding or stucco of the Estates, or in the brick walls of the Terrace Buildings without prior written consent of the Board.
84. Contractors employed by Unit Owners or Residents shall only be permitted to work in a Unit between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, and Saturdays between the hours of 8:00 a.m. and 5:00 p.m., except in the case of an emergency threatening a Unit, Common Element, or Limited Common Element.
85. All contractors performing work or alterations in or on a Unit or Limited Common Element that has a contract price or reasonable value in excess of \$300.00, or any work involving plumbing/water, gas or electricity shall complete a Contractors Agreement Form, provide any requested paperwork including proof of completion of work and file a Certificate of Insurance and indemnity with the Management Office. The Certificate must be approved by management before said contractors may begin work on the property. Failure to complete a Contractor's Agreement Form and file a Certificate of Insurance will result in immediate cessation of all work and a fine to the Unit Owner. See Fine and Enforcement Policy.
86. All common areas in the Terrace Buildings, the clubhouse, the health club, and pool area are designated as NO SMOKING areas.
87. Balconies, decks, patios and HVAC closets shall not be used as storage areas. No balcony, deck or patio shall be enclosed or covered by a Unit Owner without the prior consent, in writing, of the Board even though some patios are screened-in as of the date hereof.

### **ARCHITECTURAL RULES & GUIDELINES**

88. The appearance of the Units, patios, decks and balconies shall conform to the Association's standards of integrity and appearance. Each Unit Owner or Resident is fully responsible for maintaining the Unit and Limited Common Element appurtenant to such Unit in a good state of upkeep and cleanliness. If the Association by or through the Property Manager has to intercede to maintain said premises, the Unit Owner shall be charged for such service. Nothing shall be left in the Common Element areas of the Terraces, including, but not limited to the lobbies, hallways and mailroom of the Terraces, including but not limited to boots, umbrellas, shovels, bicycles, walk-off mats, etc.
89. No Unit entry doors or public areas shall be decorated or furnished by any Unit Owner, Resident, or other person; except as otherwise provided herein.

90. No signs of any type may be displayed on any exterior portion of any Unit, Common Element, or Limited Common Element.
91. Holiday decorations may be affixed to a Unit's door and/or doorframe within thirty (30) days prior to the corresponding holiday and must be removed within thirty (30) days after the holiday. Religious and/or Holiday door decorations are permitted on entry doors, by way of double-sided tape and/or similar adhesive, and patio doors and windows.
92. No Unit threshold may be painted or otherwise changed.
93. Seventy percent (70%) of the floor area in a Unit (excluding bathrooms and kitchens) shall be covered by a carpet or throw rug with a sound dampening pad with a minimum thickness of ¼" underneath.
94. No blinds, covers, or shades shall be attached to, hung, or used in connection with any balcony, patio or deck. Draperies, shades, curtains, venetian blinds or shutters must be installed by each Unit Owner, on all windows, of their Unit and must be maintained at all times. **Draperies, shades, curtains or blinds shall be lined in solid, pale pastels or neutral tones.**
95. No alterations shall be made to the Limited Common Element balconies, decks or patios of any Unit without specific prior written approval by the Board, which may be given subject to reasonable conditions.
96. No waterbeds, Jacuzzi's or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

### **UNIT SAFETY RULES & REGULATIONS**

97. All electrical renovations are required to be performed by a licensed electrician and must include an inspection of the electrical panel and verification the panel can accept any additional load. Licensed electricians shall complete a Contractor Agreement Form and file a Certificate of Insurance and Indemnity with the Management Office for approval prior to the commencement of any work.
98. Dryer vent hoses may NOT be vented into the walls. The Management office must be shown that the dryer vent cleaning has been done every two (2) years.
99. The management office must have a completed Emergency Contact Form for all Resident and Owners.
100. The management office must have copies of all keys to Units.
101. Each Unit is required to have a working Fire Extinguisher, which has been provided by the Association. Carbon Monoxide detectors are recommended in units that use gas. Fire extinguishers shall be made available for annual inspection at a time designated by the Association. Failure to comply will result in a fine.

102. Washing machine hoses shall be stainless steel braided hoses and may be inspected annually by the Association.
100. The Association cleans the chimneys in the Estates every 5 years, the underlying costs of such work shall be charged back to each corresponding Unit Owner. This is a fire life safety program and is mandatory whether or not the fireplace is used. Those in noncompliance will be responsible for any damage caused by their fireplace.
101. Shut off valves for all plumbing and gas fixtures should be maintained in good working order.
102. HVAC closets are to be clutter free and may be inspected annually.
103. **No gas or propane grills, heaters or fire producing items may be used or stored on any balcony or patio.**

### **SUSPENSION OF UNIT OWNER RIGHTS & PRIVILEGES**

104. **Basis for Suspension.**

The Association's Board shall be authorized to suspend certain rights and/or privileges of any Unit Owner who the Board determines:

- a. To be delinquent in the payment of any Assessment, fee, fine, charge, expense, cost of collection, attorneys' fee or any other sum due to the Association; and/or
- b. Has failed to cure any outstanding violation(s) of the Association's Governing Documents.

105. **Unit Owner Rights & Privileges Subject to Suspension.**

For the period during which a Unit Owner is deemed to be delinquent in the payment of any Assessment, fee, fine, charge, expense, cost of collection, attorneys' fee or any other sum due to the Association and/or fails to cure outstanding violation(s) of the Governing Documents, said Unit Owner, their residents and/or guests, shall not:

- a. Cast any vote on any matter of the Association that is presented for Unit Owner approval;
- b. Stand for nomination or appointment to the Association's Board or any Committee of the Association;
- c. Serve on the Association's Board;
- d. Serve as an Officer of the Association; and/or
- e. Access any portion of the Property that is intended for common recreational use.

106. **Procedure for Suspension of Rights & Privileges.**

The above-referenced rights and privileges of a Unit Owner may be suspended by a majority vote of the Board. Thereafter, the Board shall provide seven (7) days written notice to the corresponding Unit Owner, advising them of the Board's decision. The notice shall state the nature of the delinquency, violation or violations for which the suspension has been imposed. The notice shall also advise the Unit Owner of their right to contest the suspension of their rights and/or privileges by written request to the Board, which must be received no later than ten (10) days after the Board's issuance of the original notice.

107. **Procedure for Reinstatement of Unit Owner Rights & Privileges.**

If and to the extent the Board determines a Unit Owner is no longer delinquent and has paid all outstanding Assessments, fees, fines, charges, expenses, costs of collection, attorneys' fees or any other sums due to the Association and/or has cured any previously outstanding violation(s) of the Association's Governing Documents, the Board shall issue a notice to the Unit Owner, advising them of the immediate reinstatement of their previously suspended rights and privileges. The reinstatement of the Unit Owner's rights and privileges shall be effective immediately upon the Unit Owner's receipt of said notice from the Board.

**IMPORTANT PHONE NUMBERS**

OAK HILL CONDOMINIUM OFFICE: 610-664-8440

LOWER MERION POLICE NON-EMERGENCY: 610-649-1000

POLICE AND FIRE EMERGENCY: 9-1-1