



**AMENDED**  
**RULES & REGULATIONS**  
**2018**

Daylesford Lake Condominium Association

183 Daylesford Boulevard

Berwyn, PA 19312

Phone: 610-407-4347

[www.daylesford-lake.com](http://www.daylesford-lake.com)

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**RESOLUTION OF THE EXECUTIVE BOARD  
OF THE DAYLESFORD LAKE CONDOMINIUM ASSOCIATION FOR  
ADOPTING AMENDMENTS TO THE RULES AND REGULATIONS**

BACKGROUND

Whereas, Section 6.01 of the Declaration of Condominium provides in relevant part that:

“All present and future owners and tenants, their guest, licensees, servants, agents, employees and any other person or persons who shall be permitted to use the Common elements...shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board...from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units...shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them.”

Whereas, following adoption of the Amended Rules and Regulations on October 26, 2017, and January 24, 2018, the Executive Board has determined that further amendments and additions to the Amended Rules and Regulations are appropriate and/or necessary.

Now, therefore be it Resolved and Enacted by unanimous vote of the members of the Executive Board that the Rules and Regulations of the Association are hereby further amended and re-adopted, effective immediately, as follows:

Association Policies, the Architectural and Landscaping standards and Rules, together with all other provisions of the attached amended Rules and Regulations concerning conduct of its members and the management, use and occupancy of the Association Property as set forth in the attached Amended Rules and Regulations are hereby approved and re-adopted as the Rules and Regulations of the Daylesford lake Condominium Association. These Rules and Regulations may be further amended from time to time.

Resolved and Enacted this 2nd day of April, 2018

/S/ \_\_\_\_\_ /S/ \_\_\_\_\_

/S/ \_\_\_\_\_ /S/ \_\_\_\_\_

**DAYLESFORD LAKE CONDOMINIUM ASSOCIATION  
RULES, REGULATIONS AND STANDARDS**

INTRODUCTION

These Rules and Regulations are established for the Daylesford Lake Condominium Association in accordance with the Declaration of Condominium and By-Laws of Daylesford Lake Condominium Association. By adoption, the Rules become a working component of the By-Laws and Declaration. In the event of any conflict between the Declaration, and the By-Laws and the Rules, the Declaration shall control.

The purpose of the Rules is to complement the covenants and restrictions in the Declaration and By-Laws to be consistent with the intent of these documents to preserve, maintain and enhance the integrity of the Association, value of the property and architectural harmony of the buildings and site design of the community. They do not supersede or change the Declaration of Condominium or By-Laws. Reading the first 18 pages of this document will assist in directing you to sections relevant to your inquiry or interest.

The living conditions and social success of Daylesford Lake depend, in large part, on the Rules and Regulations which govern how residents are expected to conduct themselves and how they are expected to maintain their Units. Therefore, the Board of Directors has adopted the following Rules and Regulations to maintain the good, aesthetically consistent appearance of the community and to enhance the enjoyment and tranquility for all persons living in the community.

It is the responsibility of the Association, through the Board of Directors and Architectural and Landscaping Committee to administer and enforce these Rules. These Rules may be amended from time to time as the needs and desires of the community change. With the recognition that individual tastes and styles may change or slightly deviate from the original intended character of the community, the Association will monitor the effectiveness, practicality and applicability of these Rules with the intent to initiate amendments, if warranted.

Please keep this copy of the Rules with your other association documents. Please take some time to review and understand the Rules. If you have questions, please contact the Managing Agent. If you have tenants in your unit, pass a copy of these Rules along to them. It is the responsibility of the Owner to ensure that his/her tenant, in the case of a Unit rental, understands and abides by these Rules. Owners are ultimately responsible for failure of a tenant to abide by the Rules and Regulations.

These Rules and Regulations are also available to you on the Association's Web Site at [www.daylesford-lake.com](http://www.daylesford-lake.com) where all of the provisions may be searched and reviewed.

Thank you,  
Board of Directors

## Definitions

Assessments – Levies, assessments or sums payable by the Unit Owners from time to time. All Assessments and charges including fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees) constitute a lien against a Unit so charged. In the event of non-payment of Assessments, the Association has the right to revoke the rights of the Unit Owner, including the right to vote, and to enforce collection of the Assessment through appropriate legal means. Outstanding liens for unpaid Assessments may constitute a cloud on legal title to a Unit subject to such lien and will be collected upon sale of such Unit.

Association – Daylesford Lake Condominium Association

Building – any building erected containing one or more dwelling units.

Commercial Vehicles - Commercial vehicles will include vehicles or trucks with a curb weight of more than 10,000 pounds, overall length in excess of 21 feet, with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not intended for personal transportation or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises commercial towing equipment or similar items. For purposes of this section, passenger vans, SUVs and pickup trucks, used for primary transportation, and no commercial purpose whatsoever, will not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained herein.

Common Elements (Common Area) – all portions of the Condominium property other than the dwelling units. Common Elements include the building envelope, roadways, swimming pool, tennis courts, lake and landscaped and unlandscaped areas of the property.

Common Expenses – expenses for which Unit Owners are liable as provided in the Declaration of Condominium.

Condominium – The Association as created pursuant to the Uniform Condominium Act.

Condominium Management – The Executive Board and Management Company.

Condominium Property – All the real property with improvements erected thereon submitted to the provisions of the Uniform Condominium Act and named Daylesford Lake Condominium Association.

Declaration – Declaration of Condominium. Document which created the Association in 1989.

Dwelling Unit – Structure designed, sold and occupied exclusively as a residence and located within a building.

Executive Board – the Board of Directors, elected by the Unit Owners, which manages the business, operation and affairs of the Association.

Executive Board Discretion – The board may adopt “such enforcement procedures and penalties for violations (of the Rules and Regulations) as the Executive Board shall deem appropriate”. Declaration, Section 17.01 (b), 17.02.

Good Standing – A Unit Owner is in good standing only if all assessments levied against the Unit Owner by the Association, together with all interest, costs, attorney fees, penalties and other expense have been fully paid. Declaration, Section 10.01 (d).

Inspections – Property Manager’s regular inspection of the entire community to identify issues of both Association and Unit Owners responsibility to maintain the community at the highest level and maintain the aesthetically consistent look of the community.

Limited Common Elements – Common elements designated for the use of that Unit or Units to which such common elements are assigned or appurtenant and which are limited and restricted to the sole and exclusive use of the Owner of such Unit. Limited Common Elements include driveways, decks, walkways and patios.

Limited Common Expenses – any common expenses associated with the maintenance, repair or replacement of Limited Common Element or expenses incurred to provide service to one Unit or several Units but not all Units. Where services are provided to Limited Common Elements which benefit one Unit or several Units but not all Units, the expense may be assessed back to the Unit or Units benefited as a Limited Expense; Declaration, Sections 4.01 (q), 8.06, 14.01.

Limited Expenses – expenses incurred by the Association in connection with maintenance, replacement, management and/or administration of Common Elements, or portions or aspects of the condominium, benefitting, as determined by the Executive Board, fewer than all Owners. Declaration, Section 4.01 (q)

Property – The real estate, including such portions of the Buildings, all improvements thereon, rights and appurtenances belonging thereto, which were submitted to the provisions of the Uniform Condominium Act pursuant to the Declaration of the condominium.

Resident – Any person or persons, including tenants, relatives, or guests, residing in or occupying any dwelling Unit on a limited or full time basis.

Services Benefitting Fewer than All Units – costs and expenses incurred by the Association to perform services benefitting fewer than all of the Units may be assessed as Limited Expenses exclusively against the Units benefited. Declaration, Section 4.01 (q), 8.06, 14.01.

Unit (Dwelling Unit) – a part of the Property designated or intended for any type of independent use (Physical dwelling) and includes the proportionate undivided interest in the Common Elements.

Unit Owner – person or persons owning a Dwelling Unit.

Vendor – Any Contractor or workman hired by the Association to perform work on the Common or Limited Common Elements.



**Daylesford Lake  
Condominium Association**

**Overview of Rules and Regulations**

The purpose of this overview is to provide some background into the creation, scope and use of Rules and Regulations at Daylesford Lake.

**Source of Rules and Regulations**

Association rules are based on governing documents including the Declaration of condominium and By-laws that were recorded at the creation of the community and subsequently amended by the unit owners. They are also based on the Pennsylvania Uniform Condominium Act, other Federal and State legislation and local ordinances where they apply. In addition rules may be adopted by the Board of Directors as a result of requests by groups of homeowners, industry best practices from groups such as insurance carriers or as a means to address recurring issues in the community.

**Use of Rules and Regulations**

Rules are intended to ensure that the Association operates in an orderly manner and to minimize day to day living issues between neighbors. Unit owners agree to these rules when they purchase homes in the community. The Association is committed to educating unit owners about relevant rules through ongoing emails and newsletters. In addition the property manager conducts regular inspections of the community to identify community and individual owner issues that need to be addressed. Unit owners are informed of issues and given an opportunity to correct them. If they do not correct the issues after notification, they may be fined. In some cases, particularly with maintenance of limited common elements, the Association may perform the work itself and assess the cost back to the owner. In the event that an owner does not meet financial obligations to the Association, legal action may be taken to recover the debt which could result in a lien and judgement. The Association makes every effort to work with unit owners to resolve issues in accordance with the governing documents and Association policies. Unit owners are provided with an opportunity to be heard by the Board of Directors.

**Rule and Regulation Adoption**

The Association enforces existing rules through policies and procedures adopted by the Board of Directors. The majority of rules are based on the governing documents. The Association may adopt new rules from time to time to address specific circumstances that may arise in the operation of the community. The successful enforcement of rules depends on a number of factors: They must be reasonable and fair and enforced equally throughout the community over an extended period of time. Unit owners must be informed of the rules in writing in advance before they are applied. The rules must be consistent with all applicable laws and ordinances. The community should understand why the rule applies and support its enforcement. The rules must be in the general interest of the entire community.

## **Rule and Regulation Enforcement**

Once rules are adopted, the Association must enforce the rules. This is accomplished through a combination of owner education, communication and fines and other actions as described above. The Board of Directors prioritizes the enforcement of rules using its best business judgement as circumstances change in the community over time. While unit owner financial obligations to the community do not change over time, some rules may become impractical and difficult to enforce due to changing community lifestyles. Unit owners may indicate their changing preferences at community meetings and the Board may change the priority of certain rules for the community as a result. The Board of Directors considers many factors when deciding how rules should be enforced. These include: The impact of the rule on the entire community, the number of owners that it affects, the financial costs and benefits of enforcing it, the impact on neighbors and the quality of life and the value of homes in the community.

## **Categories of Rules and Regulations**

There are several different categories of rules. These include Obligations of unit owners to the Association, Architectural and landscaping rules, use of common areas, responsibility and use of limited common areas and community living rules.

1. Association obligation rules include a unit owner's requirement to pay all Association regular and special assessments, fines and legal costs.
2. Architectural and landscaping Rules: These rules refer to the requirement that unit owners seek and get Association approval for changes to limited common elements such as driveways, decks, patios and walkways and window and door installation. These rules are designed to ensure that there is an aesthetic consistency in appearance throughout the community
3. Common Area use: These rules refer to how unit owners use common areas such as the grounds, pool, tennis courts and parking areas. The Association is responsible for maintaining these areas and unit owners may be responsible for causing damage to these areas or for not following community rules.
4. Limited Common Area Rules: Unit owners are responsible for maintaining walkways, driveways, patios and decks in good condition. Limited Common Area rules are designed to ensure that these aspects of the community are kept in good condition.
5. Community Rules: These rules are designed to ensure that all unit owners can enjoy their homes without disturbances from neighbors and others and that owners are respectful and considerate of their neighbors.

## **Categorization of Rules and Regulations**

We have also categorized the Rules and Regulations into three categories designated as Management responsibilities, Unit Owner responsibilities and joint responsibilities of Unit Owners and the Association.

This categorization follows this Overview.

**Categorization of Rules and Regulations Contained in this Table of Contents**

| <b><u>Management Duties and Responsibilities</u></b>   | <b><u>Page</u></b> |
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| <u>Synopsis of Board Member Duties</u><br>While not comprehensive, the following list of duties exemplifies the general responsibilities of the Executive Board.   | 18                 |
| <u>Synopsis of access to Association Records</u><br>Any Unit Owner who is in good standing may request, in writing, the opportunity to inspect the Association’s books and records at the Association’s office during normal business hours.   | 20                 |
| <u>Synopsis of Enforcement Procedures</u><br>Complaints concerning violations of the Rules and Regulations, made in writing, will be investigated and notice of violation sent to the person charged with the violation. Violations are subject to fines and the person charged with the violation is entitled to a hearing before the Board.  | 22                 |
| <u>Synopsis of Conflict of Interest Policy</u><br>Directors are subject to the Conflict of Interest Policy, are bound to disclose any conflict of interest and to abide by a strict Code of Ethics.  | 26                 |
| <u>Synopsis of Property Management Code of Ethics Policy</u><br>Professional and Ethical standards and the duties of the Property Manager require promotion of the best interests of the Association.  | 29                 |
| <u>Synopsis of Assessment Collection Policy</u><br>All Assessments and charges not paid by the due date shall be considered delinquent and shall be subject to delinquency assessments, and to all legal collection costs and expenses.  | 31                 |
| <u>Synopsis of Maintenance and Reserve Planning Policy</u><br>The Board plans for preventive maintenance and allocation of cash reserve for future contingencies based upon the Association’s experience and upon professional advice. Preventive maintenance is carried out by the Association in accordance with the Association’s governing documents.  | 47                 |
| <u>Synopsis of Inspections and Remedial Actions Policy</u><br>The purpose of this policy is to provide homeowners with details about inspections conducted by the Association of their unit. It provides a description of the items being inspected as well as a procedure for resolving any issues identified during the inspection. It also lists responsibilities for addressing specific issues. It also gives homeowners an opportunity to identify issues and correct them before the inspection occurs. | 111                |

Synopsis Document Retention Policy 119  
Records will be kept of Common Expense Assessments which are necessary to enable the Association to comply with the requirements of the Uniform Condominium Act relating to resale of Units.

Synopsis of Association Email Policy 120  
To establish a protocol for the way that DLCA will incorporate email technology into its efforts to enhance communications with owners and its business practices.

Synopsis of Snow Removal Policy 127  
Snow removal from certain Common Areas is done if the snow is 2 inches or more and requires the cooperation of Unit Owners. Snow removal from driveways and walkways is a Unit Owner responsibility and arrangements for its removal can generally be made in advance.

Synopsis of Vendor Policy 128  
The following guidelines have been set forth to regulate the procedures followed by the Association in the hiring of vendors to provide services to the Association.

Synopsis of Major Project Management Policy 130  
Based upon our experience in running the Association's major renovations, a list of considerations has been developed and set forth below as a guide for future projects.

Synopsis of Property Management Duties Policy 131  
An overview of the Property Manager's duties to be performed as a function of management of the Association is set forth below.

**Community Unit Owner Rights and Responsibilities**

Synopsis of Access to Association Records 20  
Any Unit Owner who is in good standing may request, in writing, the opportunity to inspect the Association's books and records at the Association's office during normal business hours.

Synopsis of Community Meeting Rules: The Board will complete the agenda items before questions concerning the agenda item or general community concerns are entertained. Individual concern items should be addressed in writing to the Property Manager but may be raised with the Board at the conclusion of the meeting, time permitting. 25

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| <u>Synopsis of Unit Owners Maintenance, Repair or Replacement:</u>   | 61  |
| If a Unit Owner performs, or has performed, any maintenance, repair or replacement, the Unit Owner is solely responsible for the work.   |     |
| <u>Synopsis of Damage to Common Areas Policy</u>   | 76  |
| This policy sets forth a Unit Owner’s responsibility for causing damage to common areas.   |     |
| <u>Synopsis of Resident Conduct Policy</u>   | 79  |
| Obnoxious or offensive activities, noise, annoyance or nuisance to other residents, or interference with the peaceful possession and quiet enjoyment and proper use of a resident’s property, is prohibited and the Unit Owner shall be held liable for such conduct.  |     |
| <u>Synopsis of Unit Owner Complaint Policy</u>   | 80  |
| All complaints must be in writing, describe relevant details, and be submitted to the Property manager. The complaint will be investigated and appropriate action will be taken by the Board. A Unit Owner who does not agree with the Board’s decision may request a hearing before the Board.  |     |
| <u>Synopsis of Unit Owner Insurance Needs and Requirements</u>   | 82  |
| Unit Owners are required to carry standard Condominium Owners Insurance (HO-6 Policy) and loss assessment policy to cover the gap in the Association’s deductible insurance policy. Unit Owners may be required to provide to the Association a certificate of insurance verifying the existence of such insurance coverage. The following Resolution and explanations describe the need and applicability of such insurance coverage. |     |
| <u>Synopsis of Unit Owner Landscape Maintenance Policy</u>   | 93  |
| The purpose of this policy is to provide guidance to unit owners and Management concerning requests from Unit Owners to maintain landscaping at the front of their units.  |     |
| <u>Synopsis of Portable Storage Units and Dumpster Policy</u>  | 117 |
| POD’s and dumpsters are not compatible with the general appearance of the community and their use is restricted.   |     |
| <u>Synopsis of Water Damage Risk Alert:</u>  | 118 |
| Some residents have experienced water damage resulting from plumbing leaks, the risks of which can be minimized or eliminated.   |     |
| <u>Synopsis of Unit Owner Leasing Policy</u>   | 121 |
| All proposed leases must be submitted to the Association at least 15 days prior to the effective date of the lease. A lease addendum and occupant forms must be executed and attached to the lease. Failure of a Unit Owner to comply with this requirement may result in a fine. Unit Owners are responsible for their tenant’s/occupants actions or misconduct and adherence to the Association’s Rules and Regulations.             |     |

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| <u>Synopsis of Snow Removal Policy</u>   | 127 |
| Snow removal from certain Common Areas is done if the snow is 2 inches or more and requires the cooperation of Unit Owners. Snow removal from driveways and walkways is a Unit Owner responsibility. |     |
| <u>Synopsis of Vehicle and Parking Policy</u>  | 132 |
| This policy includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations.   |     |
| <u>Architectural and Landscaping Standards – General</u>   | 135 |
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| <u>Rules Regarding Pets</u>  | 162 |
| <u>Dog Exercise Area</u>   | 163 |
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| <u>Rules Regarding Preventative Maintenance (Chimneys, Dryer Vents)</u>  | 168 |
| <u>Rules Regarding Trash Collection</u>  | 168 |
| <u>Rules Regarding Recycling</u>   | 170 |
| <u>Rules Regarding Cable Installation</u>  | 172 |
| <u>Cable Installation</u>  | 170 |
| <br><b><u>Community Unit Owners and Association Shared Rights and Responsibilities</u></b>   |     |
| <u>Synopsis of Contractor Liability Insurance Requirement Policy</u>   | 37  |
| Before beginning work, all contractors must have liability insurance coverage, effective through completion of the work, and must present to the Property Manager a certificate of insurance, by e-mail, regular mail, or in person, proving such insurance is in effect.  |     |
| <u>Synopsis of Repair Work Order and Charge Back Policy</u>  | 42  |
| The Association will not absorb costs for problems that are Unit Owner responsibilities.   |     |
| <u>Synopsis of Drainage and Grading Policy</u>   | 43  |
| Drainage and Grading issues will be inspected by the Association’s engineer. Units within a building directly or indirectly affected may be assessed the cost of necessary repairs as the Board determines appropriate under the circumstances.  |     |
| <u>Synopsis of Work Order Service Level Policy</u>   | 44  |
| Service requests for maintenance or landscaping work orders must be in writing. The request will be evaluated, including responsibility for payment of the costs involved, and the Unit Owner will be notified as to the disposition of the request. Requests will be processed in accordance with the outlined policy.  |     |
| <u>Synopsis of Maintenance, Repair and Replacement Policy</u>  | 50  |
| Services necessary to properly maintain our community, as it ages and increased maintenance, repair and replacement are required, is a community wide concern. This concern extends not only to the Common Elements, but also to the Limited Common Elements as well. It is a function of the Board to provide for the maintenance, repair and replacement of the community and to allocate the costs thereof in a fair and equitable manner in accordance with the Association’s governing documents. |     |
| <u>Synopsis for Responsibility for Maintenance, Repair and Replacement</u>   | 53  |
| Guide to understanding responsibilities for maintaining the Association’s Common Elements, Limited Common Elements and Individual Dwelling Units.  |     |

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| <u>Synopsis for Responsibility Chart for Maintenance, Repair and Replacement</u>  | 55     |
| The chart is a guide to determining the responsibility for Maintenance, Repair and Replacement.   |        |
| <br><u>Synopsis of Repair and Replacement of Decks, Balconies, Patios, Driveways, Walkways and Outside Surfaces of Garage Doors</u>   | <br>62 |
| Based upon an inspection, the Board will determine the need for repair or replacement and give notice to the Unit Owner. If a Unit Owner fails to perform the necessary repairs or replacement, the Association will take any action it deems necessary and assess the costs accordingly.   |        |
| <br><u>Synopsis of Sale of Units</u>  | <br>65 |
| A Unit Owner selling his/her Unit must make a timely request to the Association for the issuance of a Resale Certificate. The Resale Certificate will be issued to the Unit Owner, or the Unit Owner's real estate agent if so requested.   |        |
| <br><u>Synopsis of Common Element Policy</u>  | <br>73 |
| Repairs, replacement or changes to Common Elements, whether to be performed by the Association or at the request of a Unit Owner, must comply with specific standards and Rules. Guidelines are discussed.  |        |
| <br><u>Synopsis of Limited Common Element Policy</u>  | <br>77 |
| Responsibility for the maintenance, repair and replacement of Limited Common Elements is often a joint responsibility.  |        |
| <br><u>Synopsis of Architectural and Landscaping Request Policy</u>   | <br>95 |
| No changes to the exterior of a Unit or Building may be made without the prior written approval of the Board. A written application must be submitted for review by the Architectural and Landscape Committee and for the approval of the Board. Denial of a request may be appealed. Failure to comply with this policy is a violation subject to fines and penalties. Certain alterations and activities, a non-exhaustive list of which are cited in the Resolution, are not permitted without prior written approval. |        |



**ASSOCIATION POLICIES**

**INCORPORATED INTO THE RULES AND REGULATIONS**

**Synopsis of Board Member Duties: While not comprehensive, the following list of duties exemplifies the general responsibilities of the Executive Board.**

**Board Member Duties**

1. Deliberations of the Board are to be treated as confidential.
2. Board members are responsible for the management, maintenance and finances of the Association as described in the Declaration of Condominium, By-laws and Uniform Condominium Act.
3. Board members attend scheduled Board meetings and Annual and Special Homeowner Meetings.
4. The Board reviews and approves financial statements prepared by the management company.
5. The Board reviews and approves the annual audit performed by an independent certified public accountant.
6. The Board prepares and approves an annual budget and all regular and special assessments.
7. The Board reviews and approves meeting minutes
8. The Board reviews the list of unit owners who are delinquent and those that are placed with the Association's counsel for legal action.
9. The Board reviews qualifications and hires Contractors to perform work on Common Elements and Limited Common Elements.
10. The Board reviews and approves vendor proposals and bids for work over the spending limit authorized for the property manager.
11. The Board works with the management company and other professionals such as engineers and landscape architects to prepare specifications for requests for proposals.
12. The Board reviews and approves vendor contracts with the advice of counsel.
13. The Board works with the management company to see that work performed by vendors is completed on schedule, within budget and in accordance with the terms of vendor contracts.
14. The Board works with the management company to set policies regarding financial record keeping and document retention policies in accordance with industry best practices.
15. The Board reviews unit owner complaints and determines with the assistance of the management company what actions and responses are required.
16. The Board sets Association policies in accordance with the governing documents.
17. The Board provides guidance to the management company on the implementation of rule enforcement policies.
18. The Board provides guidance to the management company on maintenance expenditure and priorities.
19. The Board reviews budgets and priorities for capital expenditures based on advice from professionals and requests from unit owners.

20. The Board reviews unit owner maintenance and other requests provided to it by the management company to see that they are in keeping with Association policies.
21. The Board reviews and approves Architectural and Landscaping requests.
22. The Board seeks the advice of legal, engineering, landscaping and other professionals to assist it when appropriate.
23. The Board hires the management company to run the Association on a daily basis.
24. The Board reviews the performance of the management company to see that it fulfills the terms of the management contract.
25. The Board reviews reports from the property manager concerning community issues since the previous scheduled Board meeting.
26. The Board provides guidance to the property manager and management company where necessary to see that the Association is run in accordance with the governing documents.
27. The Board reviews violations and rule enforcement issues for the community at large and on a case by case basis for individual homeowners.
28. The Board holds hearings with individual unit owners in accordance with the provisions of the governing documents when requested.
29. The Board sets the date and agenda for the Annual Meeting and Association elections.
30. The Board works with the property management company to prepare communications to the entire community such as emails, notices and newsletters.
31. The Board meets with individual unit owners to discuss their concerns and issues.
32. The Board reviews and approves letters to be sent to individual unit owners answering policy and other questions.
33. The Board works with Association Committees on topics related to their work such as landscaping, communication and social activities.
34. The Board reviews long term financial plans based on Capital Reserve Studies prepared by qualified reserve specialists.
35. The Board proposes amendments to the declaration of condominium and by-laws that require approval from a majority of unit owners as described in the governing documents.
36. The Board adopts changes to Association rules.
37. The Board adopts resolutions in accordance with the governing documents as necessary.
38. The Board works with the management company and insurance professionals to see that the Association has all necessary insurance coverage required by the governing documents and industry best practices.
39. The Board works with the management company and insurance carriers on claims against the Association.
40. The Board works with counsel on lawsuits filed by or against the Association.

**Synopsis of access to Association Records: Any Unit Owner who is in good standing may request, in writing, the opportunity to inspect the Association's books and records at the Association's office during normal business hours.**

**Access To Association Records and Receipt of Notices**

1. Only Unit owners in good standing may request and be granted access to the Association's records.
2. All requests for inspection of Association books and records shall be made in writing, addressed to the office of the Association.
3. Requests must describe in reasonable detail the documents which are sought to be inspected. Requests which are unreasonably broad in scope and subject matter will not be honored.
4. Requests for the following documentation will not be honored:
  - a) Legal files or attorney client privileged information, including individual assessment delinquency files or enforcement files, and related matters;
  - b) Information relevant to pending litigation;
  - c) Information which may constitute an invasion of privacy, including Unit files for Units other than owned by the person making the records request;
  - d) Any employment, payroll, or pension records of the Association;
  - e) Bids or proposals for projects not yet under contract.
  - f) All personal information is confidential.
5. Nothing contained herein shall prevent the Executive Board from disclosing information which the Board, by majority vote, agrees to publish or disclose.
6. All records inspections shall take place at the office of the Association or other location selected by the Executive Board, during normal business hours.
7. Records of the Association may not be removed from the inspection site. Any copies to be provided by the Association shall be, and sent to the requester when completed. The Association will charge for copying, and may charge administrative time for large requests. The Association may charge an administrative fee for the collection and gathering of records which may be archived or not readily available, and for the redaction of records which may be required.
8. All Notices will be sent to Unit Owners as provided in the Association's controlling documents.
9. If you wish to receive ONLY electronic notices, and if you wish to discontinue receipt of paper notices, please make sure that you have a completed Application for Electronic Delivery of Notices form on file in the Association's office. A copy of the form follows.

**DAYLESFORD LAKE CONDOMINIUM ASSOCIATION  
APPLICATION FOR ELECTRONIC DELIVERY OF NOTICES**

**NOTICE:** By completing this form and returning same to the management company, you hereby consent to receive all notices required pursuant to the Declaration, Bylaws and Rules and Regulations and assume the risk of failure of electronic delivery means. Furthermore, should any defects occur in the electronic transmittal process and notices are not received, you hereby waive any objection relating to action taken.

NAME(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS(ES)  
  
\_\_\_\_\_  
\_\_\_\_\_

UNIT ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby consent to receive all notices required under the Declaration, Bylaws and/or Rules and Regulations by electronic means, delivered to the e-mail address(es) provided above. I hereby waive any and all defects that may occur during electronic delivery.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signed  
Date:

**\*\*\*Kindly contact the management company IN WRITING should your electronic-mail address change or should you wish to rescind the above consent to receive all notices by electronic means.**

**Synopsis of Enforcement Procedures**

***Complaints concerning violations of the Rules and Regulations, made in writing, will be investigated and notice of violation sent to the person charged with the violation. Violations are subject to fines and the person charged with the violation is entitled to a hearing before the Board.***

**ENFORCEMENT PROCEDURES**

(1) All complaints concerning violations of the Rules and Regulations or of any provision of the Declaration or the By-Laws must be in writing. Complaints shall be addressed to the Executive Board c/o the property manager and must be signed by the homeowner or the resident. The complaint must be specific in detail so that the Board can determine whether an investigation is warranted.

(2) Complaints may also be made by property management for violations revealed in the course of property inspections.

(3) Complaints will be investigated by a member of the Executive Board, member of the committee concerned, or property management to determine whether the complaint is justified and whether a violation exists and must be corrected.

(4) Any person, Unit Owner or Tenant, who is believed to be committing a violation of the Declaration, By-Laws, and/or Rules and Regulations of the Association shall receive written notice thereof. If the violation is being committed by a tenant of the Unit Owner, both the tenant and the Unit Owner shall receive written notice of the violation sent to the address on file with the Association. Notice shall be given by regular first class mail or certified mail, return receipt requested, or electronically, as determined appropriate. The Notice of Violation shall contain the following information:

- a) A description of the conduct or condition constituting a violation.
- b) A reference to the Declaration, By-Laws, and or Rule and Regulation which is being violated.
- c) A copy of this Enforcement Procedure Resolution and of the applicable provision of the Declaration, the By-Laws and or the Rules and Regulations.
- d) Notice of the penalty which is assessable for the violation and notice of the enforcement remedies of the Association, including the collection of attorney's fees, and costs.
- e) Notice that if the violation is corrected within a specified number of days (usually not less than seven (7) or more than (30), depending upon the circumstances), no further action will be taken and no finding of a violation shall occur.

f) Notice that the person charged with a violation shall have the right to a hearing before the Executive Board to appeal the violation, if a request for a hearing is made in writing within ten (10) days of the date of the Notice of Violation.

(5) In any instance where the violation presents a health or safety hazard, the Board may take immediate action, at the Unit Owner's expense, to correct the violation. Notification of the action taken by the Board shall be given to the Unit Owner by certified mail, return receipt requested.

(6) If a hearing is requested, the Executive Board shall schedule a hearing within thirty (30) days of the date of the request therefor, at which hearing it will determine whether a violation has occurred, and, if so, the amount of the fine to be imposed.

(7) A written decision of the Executive Board shall be issued and forwarded to the Unit Owner and person charged with the violation within ten (10) days of the conclusion of the hearing. Notice of the decision shall be given by regular mail or electronically as appropriate.

(8) If a hearing is not requested and the violation remains unabated, fines will be assessed as indicated in the Notice of Violation.

(9) If the Unit Owner charged with a violation fails to comply with the Notice of Violation within the specified time period therein, then each subsequent day a violation continues beyond the first day, shall constitute a separate violation and subject the violator and or Unit Owner to a separate fine as to each subsequent violation. No Notice of such additional violation and an opportunity for a hearing on same shall be given. No additional opportunity to cure the violation shall be required for such subsequent violations.

(10) Any Unit Owner violating any of the Declaration, By-Laws or Rules and Regulations of the Association shall be subject to a fine of not less than \$25.00 nor more than \$100, for the initial violation. If the violation continues, each subsequent separate violation, as noted in (9) above, shall be subject to a separate fine for each day the violation continues. Each subsequent separate violation shall be subject to a fine of not less than \$10.00 nor more than \$50.00 per day, as the Board finds to be appropriate under the circumstances.

(11) Fines shall be collected in the same manner as provided for the collection of assessments in accordance with Article XIV of the Declaration. All costs incurred by the Association, including attorneys' fees, shall be the responsibility of the Unit Owner found to be in violation.

(12) In addition to such other remedies available to the Condominium Association in the event of non-payment of fines, the Condominium Association shall have the right to revoke the rights of the Owner in the Condominium Association, including the right to vote, provided the Condominium Association shall provide written notice of such revocation and an opportunity by the defaulting Unit Owner to be heard before the Executive Board or committee appointed for such purpose.

(13) A copy of this Resolution shall be sent to each Unit Owner of the Association.



**Synopsis of Community Meeting Rules: The Board will complete the agenda items before questions concerning the agenda items or general community concerns are entertained. Individual concern items should be addressed in writing to the Property Manager but may be raised with the Board at the conclusion of the meeting, time permitting.**

**Re: Community Meeting Rules**

The Association conducts Community meetings in order to address matters considered of interest to the entire community. An agenda for these meetings is prepared and designed to focus on those concerns. In order to conduct an orderly meeting, the agenda must be followed and all presentations completed before questions are entertained. Therefore, deferring questions until the end of the meeting will allow the full, uninterrupted consideration of the topics under discussion.

The Board has determined that it will adopt and follow procedures at Community Meetings designed to keep the meetings on course and complete the agenda in an orderly, timely manner.

All future Community Meetings will be conducted pursuant to the following:

1. An agenda will be prepared by the Board and circulated in advance by e-mail and regular mail as required by the Association's governing documents.
2. Any Unit Owner may timely submit to the Board a written request that a matter regarding general community concerns be added to the agenda.
3. Questions concerning any agenda items and questions regarding general community concerns will not be considered until after the agenda is completed and must be asked during the Question and Answer session which will be held at the end of the meeting.
4. So everyone can hear questions regarding general community concerns, the individual asking the questions must come to the front, use the microphone and state their name and address before asking their question.
5. Individual concerns regarding issues specific to their unit and not pursuant to the meeting agenda will not be considered during the meeting. All such individual concerns are to be submitted in writing to the property manager. If time permits at the conclusion of a meeting, the Board may discuss such concerns with the individual unit owner.
6. If the Board determines that handouts are necessary or beneficial to illustrate or explain any agenda topic, such handouts will be provided at the meeting.

**Synopsis of Conflict of Interest Policy: Directors are subject to the Conflict of Interest Policy, are bound to disclose any conflict of interest and to abide by a strict Code of Ethics.**

**BOARD OF DIRECTORS CONFLICT OF INTEREST POLICY**

1. General Duty. The Board of Directors shall use its best efforts at all times to make decisions that are consistent with high principles, and to protect and enhance the value of properties of the members and Association. All Directors shall exercise their power and duties in good faith and in the best interest of, and with utmost loyalty to the Association. All Directors shall comply with all lawful provisions of the Declaration and the Association's Articles, By-Laws, and Rules and Regulations.
2. Definition. A conflict of interest exists whenever any contract, decision or other action taken by or on behalf of the Board would financially benefit: (i) a Director; (ii) a parent, grandparent, spouse, child, or sibling of the Director; (iii) a parent or spouse of any of the persons in subsection (ii); (iv) an entity in which a Director is a director or officer or has a financial interest. In the event any Board member or any member of a committee thereof, or that person's child, grandchild, spouse, sibling, parent, grandparent, company, partner, or business has a financial interest or may financially benefit from a decision or other action put before the Board for consideration, the Board member or committee member shall have a conflict of interest and must declare the conflict. "Financial interest" or "financial benefit" as set forth above shall exist if the person has: an ownership or investment interest in any entity with which the Association has or contemplates a transaction or agreement; or has a compensation arrangement with the Association or with any entity or individual with which the Association has or contemplates a transaction or arrangement. In any event, a financial benefit or financial interest shall have the broadest possible meanings available; however, a Board member's ownership of stock in a publicly traded company shall not constitute a conflict of interest unless the Board member owns more than five percent (5%) of all shares of the company. Compensation shall include direct and indirect remuneration as well as gifts or favors if more than trivial.
3. Disclosure of Conflict. Any conflict of interest on the part of any Director shall be verbally disclosed to the other Directors in open session at the first open meeting of the Board of Directors at which the interested Director is present prior to any discussion or vote on the matter. Alternatively, the interested Board member may deliver to the Board a letter setting forth a detailed summary of the conflict of interest, which letter shall be read aloud by a non-interested Board member at an open meeting of the Board. After disclosure, the Director may participate in the discussion but shall not vote on the matter. The minutes of the meeting shall reflect the disclosure made, the abstention from voting, the composition of the quorum and record who voted for and against.

4. Once the conflict of interest is made known to the Board, the interested Board member may participate in a discussion of the matter-giving rise to the conflict of interest but must abstain from any vote on the matter-giving rise to the conflict of interest. However, the interested Board member may, at the discretion of a majority of the non-interested Directors, be counted as present to determine whether a quorum of the Board exists.
5. Any contract entered into in violation of this policy is void and unenforceable and may entitle the Association to seek restitution for damages, including resulting costs and attorneys' fees, resulting from the Board member's failure to comply with the terms of this policy.
6. If there is compliance with the terms of this policy, a majority of the disinterested Board members, or any higher number required by the Association's governing documents, may, in good faith authorize, approve, or ratify the conflicting interest transaction.
7. Code of Ethics. In addition to the above, each Director and the Board as a whole shall adhere to the following Code of Ethics:
  - (a) No Director shall use his/her position for private gain, including for the purpose of enhancement of his/her financial status through the use of certain contractors or suppliers.
  - (b) No contributions will be made to any political parties or political candidates by the Association.
  - (c) No Director shall solicit or accept, directly or indirectly, any gifts, gratuity, favor, entertainment, loan or any other thing of monetary value from a person who is seeking to obtain contractual or other business or financial relations with the Association.
  - (d) No Director shall accept a gift or favor made with intent of influencing decision or action on any official matter.
  - (e) No Director shall receive any compensation from the Association for acting as a volunteer.
  - (f) No Director shall willingly misrepresent facts to the members of the community for the sole purpose of advancing a personal

cause or influencing the community to place pressure on the Board to advance a personal cause.

- (g) No Director shall interfere with a contractor engaged by the Association while a contract is in progress. All communications with Association contractors shall go through the Board President or be in accordance with policy.
  - (h) No Director shall harass, threaten, or attempt through any means to control or instill fear in any member, Director or agent of the Association.
  - (i) No promise of anything not approved by the Board as a whole can be made by any Director to any subcontractor, supplier, or contractor during negotiations.
  - (j) Any Director convicted of a felony shall voluntarily resign from his/her position.
  - (k) No Director shall knowingly misrepresent any facts to anyone involved in anything with the community which would benefit himself/herself in any way.
  - (l) Language and decorum at Board meetings will be kept professional. Personal attacks against owners, residents, managers, service providers and Directors are prohibited and are not consistent with the best interest of the community.
8. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the Commonwealth of Pennsylvania governing the community.
9. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.
10. Amendment. This policy may be amended from time to time by the Board of Directors.

**Synopsis of Property Management Code of Ethics: Professional and Ethical standards and the duties of the Property Manager require promotion of the best interests of the Association.**

**Property Management Code of Ethics**

1. Participate in continuing professional education through CAI and other industry related organizations.
2. Act in the best interests of the Association; refrain from making inaccurate or misleading representations or statements; not knowingly misrepresent facts to benefit the manager or the company.
3. Undertake only those engagements that can reasonably be expected to be performed with professional competence.
4. Exercise due care and perform planning and supervision as specified in the written management agreement, job description or duly adopted Board policies.
5. Disclose all relationships in writing to the Association regarding any actual, potential or perceived conflict of interest between the Manager/Management Company and either current, past or perspective vendors. The Manager shall take all necessary steps to avoid any perception of favoritism or impropriety during the vendor selection process and negotiation of any contracts.
6. Provide written disclosure of any compensation, gratuity or gifts, other than of a trivial nature, or other form of remuneration from individuals or businesses who act or may act on behalf of the Association.
7. Insure that homeowners receive timely notice as required by state statutes, Association or legal documents and protect their right of appeal.
8. Disclose to the Association the extent of Fidelity or other contractually required insurance carried on behalf of the Manager and/or Association and any subsequent changes in coverage, which occur during the Manager's engagement if the amount is lower than the contract amount requires.
9. Insure that the funds held for the Association by the Manager are in separate accounts, are not misappropriated, and are returned to the Association at the end of the Manager's engagement;
10. Prepare and furnish to the Association accurate and timely financial reports in accordance with the terms of the management agreement, job description or duly adopted Board policies.
11. Recognize the original records, files and books held by the Manager are the property of the Association to be returned to the Association at the end of the Manager's engagement;
12. Maintain the duty of confidentiality to all current and former Associations.
13. Refrain from criticizing competitors or their business practices.
14. Act in the best interests of the Association.
15. Maintain a professional relationship with peers and industry related professionals.
16. Conduct himself/herself in a professional manner at all times when acting in the scope of employment as an agent of the Association.

17. Not engage in any form of price fixing, anti-trust, or anti-competition.
18. Not use the work products of colleagues or competing management firms that are considered proprietary without the expressed written permission of the author or the management Firm.

**Synopsis of Association's Collection Policy: All Assessments and charges not paid by the due date shall be considered delinquent and shall be subject to delinquency assessments, and to all legal collection costs and expenses.**

### **Association Collection Policy**

1. **Members' Assessment Obligation.** Section 14.01 of the Declaration of Condominium provides in relevant part that "Each Unit Owner, by acceptance of the deed for the Unit...shall be deemed to covenant and agree to pay to the Condominium Association all Common Expense Assessments including, but not limited to: (a) regular assessments... (b) special assessments...(c) delinquency assessments... (d) Limited Expense assessments (e) any fines or other charges or assessments...determined by the Condominium Association to be Common Expenses." These assessments "together with such interest thereon, fines, Delinquency Assessments and costs of collection thereof (including attorney's fees)... shall be a charge on the land and shall be a continuing lien upon the Unit..."
2. **In General.** All fees, assessments, special assessments, limited assessments and any other charge (including fines) (hereinafter collectively referred to generally as "Fees" or "Assessments") provided for in the Declaration, the By-Laws or the Rules and Regulations (hereinafter collectively referred to as the "Governing Documents") deemed necessary by the Executive Board will be termed delinquent if not paid by the date upon which such amount is due.
3. **Due Dates.** Pursuant to Article XIV, Sections 14.01 and 14.06 of the Association's Declaration, all Common Expense assessments are payable and due on the first day of each month. Special assessments shall be due and payable in one or more monthly payments, on the first day of each month, as determined by the Executive Board. Other fees including, but not limited to, Delinquency Assessments and Assessments for Limited Common Expenses shall, when levied, specify the due date. If no due date is specified, then the due date shall be the first calendar day of the month following mailing of notice of the Assessment. Any late charge ("Delinquency Assessment") Fees shall be due on the same date as the next regular Assessment fee.
4. **Late Payments; Delinquency Assessment.** Any payment not credited to the Association's account on the tenth (10<sup>th</sup>) day after the date upon which such payment is due shall be considered late. Any account containing a delinquent balance which is not paid in full by the tenth (10<sup>th</sup>) day of the month shall accrue a Delinquency Assessment (Late Fee) of \$25.00 per month. In addition, interest may accrue on any unpaid Assessment(s), fines, Delinquency Assessment(s) and the costs of collection (including attorneys' fees) at the rate of fifteen percent (15%) per annum or any such other rate as may be determined by the Executive Board.
5. **Notice of Delinquency.** Upon the determination that a Unit Owner is delinquent for more than ten (10) days, the Association shall provide written notice

of such delinquency to the Unit Owner. Notice need only be sent via regular mail and sent to the mailing address of the Unit, unless prior written notification has been provided to the management office of the Association specifically authorizing and directing the Association to send correspondence to an alternative address.

6. **Second Notice of Delinquency.** If the Unit Owner fails to correct the delinquency and the account remains delinquent for thirty (30) days, a Second Notice of Delinquency shall be sent to the Unit Owner. Notice need only be sent via regular mail and sent to the mailing address of the Unit, unless prior written notification has been provided to the management office of the Association specifically authorizing and directing the Association to send correspondence to an alternative address.

7. **Transfer to Legal Counsel.** If a delinquent balance remains on the Unit Owner's account for greater than sixty (60) days, or if an account balance is delinquent in an amount equal to two monthly installments of the annual assessment at any point in time, then the account may be forwarded to legal counsel to pursue the collection in full.

8. **Attorneys' Fees and Collection Costs.** As provided pursuant to Article XIV, Section 14.01(c) and Section 14.06 of the Association's Declaration, as well as the relevant provisions of the Pennsylvania Uniform Condominium Act (U.C.A.), Unit Owners are responsible for the payment of any and all expenses incurred by the Executive Board in connection with the collection of delinquent Fees including, but not limited to, attorneys' fees and costs.

9. **Liens and Personal Obligation.** Until any and all outstanding Fees are paid, all Fees associated with a Unit shall be a charge on the Unit and shall be a continuing lien upon the Unit in favor of the Association from the time each Fee becomes due. Each Assessment and the costs of collection shall also constitute a personal liability of the Unit Owner.

10. **Conflict.** If any conflict should exist between these Rule and Regulation and the Declaration of the Association, the terms of the Declaration shall control.

11. **Revocation of Recreational Facility Usage.** If a delinquent balance remains on the Unit Owner's account for greater than forty-five (45) days, or if an account balance is delinquent in an amount equal to two monthly installments of the annual assessment at any point in time, then the delinquent Unit Owner may have their rights to utilize the common element recreational facilities, including but not limited to the pool, revoked.



## **COLLECTION PROCEDURES**

If a delinquent payment has not been paid within ten (10) days after the due date, a notice of delinquency will be sent to the delinquent Unit Owner.

Any payment not credited to the Association's account on the tenth (10th) day after the date upon which such payment is due shall be considered late. Any account containing a delinquent balance which is not paid in full by the tenth (10th) day of the month shall accrue a Delinquency Assessment (Late Fee) of \$25.00 per month. In addition, interest may accrue on any unpaid Assessment(s), fines, Delinquency Assessment(s) and the costs of collection (including attorneys' fees) at the rate of fifteen percent (15%) per annum or any such other rate as may be determined by the Executive Board.

The Association's controlling documents ( Uniform Condominium Act, Sections 3202 (a) (I) and (ii), 3315 (a) and (d); Declaration of Condominium, Sections 14.01, 14.06, 14.07, 14.08, 14.09; By-Laws Sections 7.16 (i) and (p); Amended Rules and Regulations 2018, Association Collection Policy, page 31) require and empower the Association and its Board to collect all assessments, together with such costs and expenses incurred in connection therewith, including, but not limited to, court costs and attorney fees, charges for late payments of assessments, fines for violations of the Declaration of Condominium, By-Laws, Rules and Regulations and interest which may be imposed thereon.

Pursuant to the controlling documents, such sums due to the Association become the personal obligation of the Unit Owner and become a continuing lien upon the Unit which must be paid in full before the Unit may be sold and such sums due will appear on a Unit Resale Certificate when the Unit is sold.

Collection of sums due by Unit Owners must, in fairness to the historically substantial majority of Unit Owners who timely pay their assessments, be collected in a timely and fair manner. Delinquent payment of assessments places an unfair burden upon the vast majority of Unit Owners making timely payments.

If the delinquent Unit Owner fails to correct the delinquency and the account remains delinquent for thirty (30) days, a second notice of delinquency will be sent to the Unit Owner. The late payment penalties will continue.

If a delinquent balance remains on the Unit Owner's account for greater than sixty (60) days, or if the account balance is delinquent in an amount equal to two monthly installments of the annual assessments at any point in time, then the account may be forwarded to legal counsel to pursue the collection in full (See Association Collection Policy, paragraph 7)), unless the delinquent Unit Owner pays off the delinquency prior to the account being sent to legal counsel or, unless a payment agreement is entered into between the Association and the delinquent Unit Owner and said payment agreement is

fully complied with. The Board shall have the discretion to enter into a payment agreement with the delinquent Unit Owner under terms acceptable to both parties.

#### Submission to Legal Counsel

When a delinquent Unit Owner's account is sent to legal counsel for collection, subject to any right of the Unit Owner to be heard before the Board, all further contacts or proceedings shall be conducted between the Association's legal counsel and the delinquent Unit Owner. In situations where the Board and the Association's legal counsel deem it appropriate, the Board may authorize legal counsel to attempt to work out a settlement agreement with the delinquent Unit Owner.

#### Further Actions to Collect Delinquencies

In cases where there is no settlement agreement, or where a settlement agreement is entered into but thereafter breached by the delinquent Unit Owner, the Board, following consultation with legal counsel, shall determine what collection action to pursue. Costs of collection shall, pursuant to the provisions of law and of the Association's controlling documents, be charged against the delinquent Unit Owner's account and become a lien against the Unit. The Board shall consider a legal action pursuant to Section 3315 of the Uniform Condominium Act, or any other legal action available to the Association at the time.

Upon entry of judgment in favor of the Association and against the delinquent Unit Owner, the Association, after consultation with legal counsel, may institute an appropriate legal procedure to collect the sum due through a foreclosures action against the Unit or any other debt collection action then available to the Association

## **Assessment Payment Instructions & Frequently Asked Questions**

- Q. How can I pay the assessment?
- A. You can pay the assessment by check or direct debit (ACH) or online using an e-check or credit card.
- Q. If I already pay by direct debit (ACH) do I need to do anything?
- A. No. If you already pay your monthly fee by direct debit (ACH) you do not need to do anything.
- Q. What will happen if I decide not to have the assessment deducted from my bank account?
- A. You will need stop ACH by contacting the office in writing and pay both assessments by check or online by e-check or credit card.
- Q. Where do I send my check for the monthly fee and the Reserve contribution assessment payment?
- A. Daylesford Lake Condominium Association, c/o Pinnacle Realty Services,  
P.O. Box 64894, Phoenix AZ 85082-4894
- Q. Can I pay my assessment online?
- A. Yes. You can pay your assessment by credit card or e-check by going to the [www.cabanc.com](http://www.cabanc.com) website.
- Q. Is there a fee for paying my fees by credit card?
- A. Yes. There is a fee per transaction for paying your monthly fees or assessment online using a credit card
- Q. If I have any questions concerning the assessment and how to pay it who should I contact?
- A. You should email Rosemarie at [manager@daylesford-lake.com](mailto:manager@daylesford-lake.com) or call her at 610-407-4347.
- Q. How do I sign up for direct debit (ACH)?
- A. Fill out the following form Electronic Funds Transfer Authorization.
- Q. Where do I send the Electronic Transfer Authorization Form?
- A. Return it to the Association's office.
- Q. How do I discontinue direct debit (ACH)?
- A. Submit a written request to the Association's office in email.

# DAYLESFORD LAKE CONDOMINIUM ASSOCIATION

## Electronic Funds Transfer Authorization

I hereby authorize Pinnacle Realty Services to directly debit my bank account(s) listed below for my association fee and /or any special assessments. **I have attached a voided check for the account specified below.** This authorization is to remain in force until the company has received written authorization from me of its termination or change.

Also, I grant Pinnacle Realty Services the right to correct any Electronic Funds Transfer resulting from an erroneous overpayment by crediting my account to the extent of such overpayment and also authorize them to directly debit my account for any special assessments.

Name: \_\_\_\_\_

Association Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Signature: \_\_\_\_\_

**COMPANY USE ONLY: EFFECTIVE DATE:** \_\_\_\_\_

---

Account # 1 Checking: \_\_\_\_\_ Savings: \_\_\_\_\_ (Check one only)

Financial Institution: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Personal Account Number: \_\_\_\_\_

Bank/ABA Number: \_\_\_\_\_

Amount to be debited from this account: \_\_\_\_\_

Return to: Property Manager  
Daylesford Lake Condominium Association  
183 Daylesford Blvd.  
Berwyn, PA 19312

***Synopsis of Contractor Liability Insurance Requirement Policy: Before beginning work, all contractors must have the listed liability insurance coverage, effective through completion of the work, and must present to the Property Manager a certificate of insurance, by e-mail, fax, regular mail, or in person, proving such insurance is in effect, Together with the required releases, indemnification and other information required by the Board.***

**CONTRACTOR LIABILITY INSURANCE and Other REQUIREMENTS**

Before commencing the work, unless otherwise waived, in writing, by the Board, the CONTRACTOR shall procure and maintain, at its own expense, until completion and final acceptance of the work, at least the following insurance from insurance companies satisfactory to the Association, together with such releases, indemnification and other information and protections as the Board shall require pursuant to the mandates set forth in Section 16.02 (i) of the Declaration of Condominium.

**INSURANCE**

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with the laws of the Commonwealth of Pennsylvania.

2. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including COMPLETED OPERATIONS COVERAGE if the CONTRACTOR sublets to another all or any portion of the Work. Those contractors must also comply with these requirements, with the following minimum limits:

General Liability Including:

- Bodily Injury (includes death) & Property Damage \$1,000,000 per occurrence  
\$2,000,000 aggregate, per policy year
- Medical Expense \$5,000
- Personal & Advertising Injury \$1,000,000
- Products and Completed Operations \$1,000,000 per occurrence  
aggregate
- Umbrella Liability \$1,000,000

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the work, with a minimum combined single limit of \$1,000,000.

Before commencing the work, the CONTRACTOR shall furnish certificates, satisfactory to the Association from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and

further providing that the insurance will not be cancelled or changed until the expiration of at least forty five (45) days after written notice of cancellation or change has been mailed to and received by the OWNER.

THE ASSOCIATION and MANAGEMENT AGENT shall be included as additional named insureds under these policies of insurance, and such additional insurance shall be primary to any other coverage and shall not otherwise be limited. CONTRACTOR shall deliver to the Association certificates acceptable to the Association in accordance with these provisions.

### **Releases, Indemnification and Other Protections**

Section 16.02 (i) of the Declaration of Condominium provides, in relevant part:

No Unit Owner shall perform or permit to be performed any work on any portion of his Unit...which work may require access to, over or through Common Elements or which work may require access to, over or through Common elements or which work may involve potential risk of damage to the Common Elements or other Units without the prior consent of the Executive Board...and such work may only be performed by a person or entity who shall have delivered to the Executive Board prior to the commencement of any such work, in form satisfactory to the Executive Board (in addition to the above stated insurance requirements), releases of the Executive Board and Condominium Association, and their agents, servants and employees for all claims that such person or entity or their respective agents, servants or employees may assert in connection with the work to be performed; indemnification for the Condominium Association and Executive Board and their agents, servants and employees holding each and all of them harmless from and against any claims asserted for loss or damage to person or property including by not limited to the Common Elements or other Units... and such other information and protections which the Executive Board may reasonably require, The Executive Board shall have the right by regulation to waive the requirements of this paragraph (i) for minor work by a Unit Owner on his Unit. Emphasis supplied.

Prior to commencement of any work, the Unit Owner and Contractor shall promptly supply such other information and protections as the Board may require, together with the release and indemnification from and substance as required by the Board.

**Daylesford Lake Condominium Association**

**Contractor's Release and Indemnification Agreement**

Name of Contractor:

\_\_\_\_\_

Name(s) of Unit Owner(s):

\_\_\_\_\_

Project:

\_\_\_\_\_

*(Describe the nature of the work and any common elements or limited common elements that may be affected by the work.)*

Address(es)/Unit No(s).:

\_\_\_\_\_

*(List the address(es) or unit number(s) where the work is being performed)*

Commencement Date: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Contractor and Unit Owner(s) acknowledge that Association would not allow or permit Unit Contractor or Unit Owner(s) to perform any work within the Daylesford Lake Condominium, including the common elements or limited common elements of the Condominium, unless Contractor and Unit Owner(s) executed and delivered this Release and Indemnification Agreement.

For good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Contractor and Unit Owner(s) agree as follows

**Release**

Contractor hereby remises, releases, exonerates, waives and forever discharges the Daylesford Lake Condominium Association (the "Association"), together with its members, officers, directors and agents, and each of their respective heirs, successors and assigns (collectively, the "Protected Parties"), of and from any and all manner of claims, demands, actions, causes of action, suits, debts, accounts, bonds, covenants, contracts, agreements, judgments, losses, liabilities, liens, including mechanics' liens, whatsoever, in law or in equity, including, without limitation, any claim for payment, reimbursement, contribution or indemnity, arising from or related to the performance of any work related to the Project, whether by Contractor or any of Contractor's

subcontractors or suppliers, or any other way in connection with the Project, which Contractor might have or hereafter have against the Protected Parties.

### Representations and Warranties

Contractor represents and warrants to the Association that, upon payment by Unit Owner(s), all subcontractors, suppliers, employees, and other persons or entities from whom the Contractor obtained labor, materials or equipment for the Project will be paid in full, and no such person or entity has or hereafter will have any claim or lien against the Association.

### Indemnification

Contractor agrees to indemnify, defend and hold the Protected Parties harmless from and against any and all claims, demands, actions, causes of action, suits, liens and notice or claims of lien, debts, dues, accounts, judgments, losses, liabilities, and damages, whatsoever, in law or in equity (collectively, "Claims"), arising in any way out of or attributable to (i) the construction, reconstruction, repair, renovation and restoration of the Project or above referenced Units (collectively, the "Work"), (ii) any defects in the labor, materials, methods or techniques used in the Work, (iii) any latent or patent defect in or with respect to the Work, (iv) the acts or omissions of Contractor, or any of Contractor's subcontractors or suppliers of any tier, or anyone for whom Contractor is responsible, and/or (v) the failure to pay any subcontractor or supplier for any labor or materials in connection with the Project or Work. Contractor's agreement to indemnify, defend and hold harmless the Protected Parties shall be applicable and the Protected Parties shall be indemnified regardless of whether (i) the Claims are made on behalf of any Protected Parties, or are the result of any negligence, in part, of any Protected Parties; and/or (ii) the Claims are made on behalf of any employee of Contractor or any of Contractor's subcontractors or suppliers of any tier, or anyone for whom Contractor is responsible. Contractor's obligation and agreement to indemnify the Protected Parties shall not be avoided, barred or limited by the provisions of any Workers' Compensation Acts, disability benefit acts, or other employee benefits acts or similar acts or statutes, and Contractor hereby expressly agree not use or raise as defense, in any action or proceeding to enforce Contractor' indemnification obligations hereunder. Contractor shall defend each of the Protected Parties through counsel approved by such Protected Parties in any action, proceeding, or arbitration brought against the Protected Parties by reason of any such Claims. Contractor' obligation to defend the Protected Parties shall not extend to any action, proceeding, or arbitration that asserts or alleges only that the injury to the claimant resulted solely from the negligence or misconduct of the Protected Parties, and from no other cause.



In Witness Whereof, and intending to be legally bound, the undersigned Contractor, through its authorized officer, has executed this Release and Indemnification Agreement as of the date and year set forth below.

Contractor: \_\_\_\_\_  
*(Insert Name of the Contractor)*

By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
(Name and title of person signing this Agreement)

Dated: \_\_\_\_\_

**Synopsis of Repair Work and Improvement Order and Charge Back Policy: The Association will not absorb costs for problems or improvements that are Unit Owner responsibilities.**

**Repair and Improvement Work Order and Charge Back Policy**

In order to eliminate confusion as well as unnecessary expense to the Association, please review the following guidelines for submitting work orders.

1. Please review your condominium documents to determine if any problem you are experiencing falls under "Unit Owner responsibility." The Association will not absorb costs for problems that are Unit Owner responsibilities.
2. If you feel your problem is the responsibility of the Association, please submit a work order request via email to the Property Manager. We will confirm receipt of your request via email and schedule the contractor or engineer as required.
3. Should the contractor or engineer determine that the problem is the responsibility of the Unit Owner, the Unit Owner will be charged for any and all costs billed by the contractor and/or engineer, including the inspection cost and any costs resulting if the Unit Owner fails to keep any appointment. In addition, the Unit Owner could be assessed costs where the requested repair benefits only that specific Unit. These charges will be billed to the Unit Owner's association account and the Unit Owner will receive a notice of the charges electronically or by mail. See definitions and sections of the Rules and Regulations pertaining to Limited Common Expenses and Limited Expenses.

4. Individual Unit Benefited

Residents will occasionally request work done which work constitutes improvements to their Unit or Common Elements appurtenant to their Unit. Section 7.16 (d)(2) of the By-Laws provides in relevant part:

The Executive Board shall maintain the Common Elements at a condition at least equal to that which existed at the time of the conveyance of seventy-five (75%) percent of the Units to Owners....Emphasis supplied.

Improvements to Units or to Common Elements appurtenant to their Unit, if the required Architectural and Landscaping Request Form is submitted by the Unit Owner and approved by the Association, may be assessed against that Unit Owner as a Limited Expense. Section 14.01 of the Declaration of Condominium provides in relevant part:

The Condominium Association shall have the right to assess as Limited Expenses charges against any one or more Units to provide services which are exclusively for such Units including, but not limited to, the improvement and maintenance of Common Elements used principally by or benefitting the Owners of such Units. Emphasis supplied.

5. Contractors

All work done in the Common Elements must be done by contractors approved and hired by the Association regardless of how the costs are assessed.

***Synopsis of Drainage and Grading Policy: Drainage and Grading issues will be inspected by the Association's engineer. Units within a building directly or indirectly affected may be assessed the cost of necessary repairs as the Board determines appropriate under the circumstances.***

### **DRAINAGE AND GRADING POLICY**

- (1) Grading and drainage matters around a building may result in a direct effect upon one or more Units, but also may indirectly affect other Units. Where the effect is direct or indirect on all Units within a building experiencing grading or drainage issues those Units share a common interest in remediating the drainage issues.
- (2) Grading or drainage issues may be inspected by the Association's engineer, architect, inspector, or other qualified contractor approved by the Association, who will provide to the Association an analysis of the issues and proposed solution. The Board will determine if the issues affects only one or more Units or whether it affects directly or indirectly all of the Units in the Building or the Community in general.
- (3) The Association will obtain estimates of the costs for the necessary repairs.
- (4) All Unit Owners affected by the grading or drainage issues will, at the discretion of the Board, be given written notice of the inspection opinion and the estimate of costs for the necessary repairs. Any changes in the estimate resulting from unforeseen circumstances will also be given to all Unit Owners so affected.
- (5) The costs of necessary repairs, determined by the Board to be not a Common Expense, may be assessed to some or all of the affected Unit Owners by the Association from time to time in such sums as the Board may determine appropriate under the circumstances.
- (6) The Board will provide an opportunity for affected Unit Owners to meet with the Board to discuss proposed assessments.
- (7) The costs assessed against the Unit Owners shall be paid by the Unit Owners in installments in such amounts as determined by the Board based upon Association budget considerations.
- (8) The Board will prioritize the relative need of all grading or drainage issues repairs and schedule repairs accordingly based upon such relative need and available financial resources.
- (9) This does not apply to routine maintenance.

***Synopsis of Work Order Service Level Policy: Service requests for maintenance or landscaping work orders must be in writing. The request will be evaluated, including responsibility for payment of the costs involved, and the Unit Owner will be notified as to the disposition of the request. Requests will be processed in accordance with the outlined policy.***

## **WORK ORDER SERVICE LEVEL POLICY**

**The following are the Service Levels which apply to contractors and warranty providers (vendors) that are expected to be adhered to as much as reasonably possible:**

1. Initial homeowner service requests for maintenance or landscaping work orders must be in writing or e-mail and will receive a response by phone and/or e-mail within 24 hours or the next business day unless, it is an emergency.
2. From the initial service request, a work order will be logged on the computer and will receive a work order number. The work order will continually be updated until the service is completed and invoiced. Any further communication concerning this work between the Association and homeowner or with the vendor will be logged in the system as an update to the original work order. Estimates and invoices will also contain a reference to the work order number mentioned above.
3. Emergency requests will be responded to by phone as soon as possible.
4. The service request will be logged into the system within two business days. All updates concerning changes in the status of the request will be made to the system within two business days of the change.
5. Where necessary, the property manager will visit the unit to inspect the damage that is mentioned in the service request within one week unless it is an emergency where a visit will be made as soon as is reasonably possible that day or on the next business day.
6. All service requests will be evaluated within five business days unless it is an emergency, to determine the responsibility of the Association to address the request, the priority of the request in relation to other pending work, the availability of funding for the request based on the budget and the Association's ability to assess the homeowner for the cost, and the schedule and availability of contractors to make the necessary repairs, and warranty coverage.
7. If the service request is considered part of an upcoming capital improvement project, it will be evaluated and prioritized within one month to determine if the planned and scheduled capital improvement work will need to be reprioritized to include this request.

8. After the service request has been evaluated as described above, the owner will be notified in writing through email or a letter and/or by telephone of the status of the request and the service plan within three business days.
9. After a maintenance request has been added to the list after prioritization, the appropriate contractor will be notified within three business days to provide an estimate for the work.
10. If an estimate for the work has not been received from the vendor within five business days, the property manager will follow up with them to determine the status of the request.
11. Once an estimate has been received from the vendor, it will be presented to the Board President or Treasurer for review and approval by email within three business days.
12. The Board President or Treasurer will approve the request where appropriate by email within three business days or refer it to the Board of Directors for further review at the next regular meeting.
13. Once approval has been received for an estimate the property manager will contact the vendor to schedule the work within three business days. If it has been determined that the work can be bundled with other future work, the contractor will be notified to add it to the list within three business days.
14. After the vendor has scheduled the work and notified the property manager, the homeowner will be notified of the schedule within one business day. If the vendor fails to notify the property manager of the schedule within five business days, the property manager will follow up with the vendor by phone or email to determine the source of the delay.
15. If the vendor needs to reschedule, or the homeowner needs to reschedule, the property manager will ensure that the other party is notified of the change within one business day.
16. Once the work has been completed by the vendor the homeowner and property manager will be notified by phone or email within one business day.
17. The Board may, where it considers appropriate, have the work inspected by a qualified specialist or engineer.
18. All invoices received from the vendor will be matched against the original estimate and recommended for payment approval or denial by the property manager within five business days.

19. The Board President or Treasurer will approve the verified invoice within three business days or refer it to the Board of Directors for review at the next regular Board Meeting.
20. The property manager will notify the Board President and/or the Board by email that the invoices that were approved have been paid within one month or at the next regular Board Meeting.
21. If the work is not of a routine nature, it may be necessary for the Association to obtain architectural or engineering reports, specifications or drawings, and other requirements such a permits before proceeding with the work.
22. Where requests are made by Unit Owners, the requests will be considered by the Board and approved where appropriate.

**Synopsis of Maintenance and Reserve Planning Policy: *The Board plans for preventive maintenance and allocation of cash reserve for future contingencies based upon the Association's experience and upon professional advice. Preventive maintenance is carried out by the Association in accordance with the Association's governing documents.***

### **Maintenance and Reserve Planning Policy**

The purpose of this policy is to provide the Board of Directors with guidance on planning preventive maintenance and reserve revenues and expenditures on a yearly basis. To ensure that the Association is maintained in accordance with the provisions of the Declaration of Condominium, it is important that the Association develop and update on a regular basis, a maintenance and reserve plan. In addition to ensuring that the community is properly maintained, it will also assist in its financial stability.

#### **Reserve Planning**

1. Section 7.16 (d) (2) of the By-Laws provide that "The Executive Board shall maintain a reserve fund adequate for the periodic maintenance, repairs and replacement of the Common Elements. The reserve fund shall be maintained out of regular Assessments for Common expenses".
2. The Association must budget to contribute sufficient funds to reserves each year to ensure that it is in compliance with Fannie Mae and Freddie Mac requirements to underwrite mortgages. As of October 2015, 10% of the regular assessments collected must be contributed to reserves.
3. The Association should have an accredited reserve specialist conduct a Capital Reserve Study for the entire community at least once every four years. The capital reserve study should be updated every two years to reflect changing conditions, if possible.
4. Funds collected from regular and special assessments for reserve purposes should be placed in separate easily identifiable bank and investment accounts.
5. The Board of Directors should develop a short and long term reserve investment policy that is consistent with the Association's reserve requirements and objectives.
6. The Board of Directors should review the performance of Association investments on an annual basis and make changes to the portfolio, if necessary.
7. The Association shall comply with section 3303 of the Uniform Condominium Act for the investment of reserve funds in accordance with the prudent investor rule and seek the advice of a certified and qualified financial planning professional to assist it in making decisions on how to invest funds in securities that do not have zero risk.
8. No changes to reserve investments such as transfers to different assets should be made without the prior approval of the Board of Directors unless they have been approved in advance.

9. All reserve expenditures must be approved by the Board of Directors and transfers of funds for this purpose from Reserve to Operating accounts must be approved by the Treasurer or President of the Association.
10. Disbursement of funds from reserve accounts should require at least one written approval of the Treasurer or President of the Association; or two written approvals if the sum exceeds \$10,000.
11. The Association should endeavor to provide that adequate funds are being reserved for Capital Replacement Projects identified in the Capital Reserve Study.
12. The Board of Directors should provide owners with an update on the status of reserve funding at the Annual Meeting.
13. At the Annual Meeting, the Association will provide owners with a list of capital reserve projects that were completed during the year and those that are planned for the following three years.
14. The Association will hire qualified architects, engineers or other experts to provide specifications or requests for proposals for capital reserve projects as necessary.
15. The Association will hire qualified engineers or other professionals to oversee and supervise capital reserve projects, as necessary, to ensure that contractors follow specifications.
16. The Association, Property Manager or qualified experts such as engineers hired by it will interview prospective contractors and vendors to determine if they have the required experience and resources to handle these projects.
17. The Association will put in place a structure to manage the financial and operational resources for large capital reserve projects. If necessary, the Association will hire a qualified project manager to ensure that capital reserve projects are completed on budget and on time.
18. Engineers or other qualified experts hired by the Association will supervise capital reserve projects and provide the Association with progress and payment updates and approvals on a regular basis.
19. The Association will negotiate with engineers and other professionals the terms of contracts for developing specifications and providing oversight and inspection services for capital reserve projects.
20. Where appropriate, the Board may hire an attorney qualified to advise on such contract matters.

### Preventive Maintenance

1. The Association shall obtain from a registered Reserve Specialist a preventive maintenance plan which lists the activities and schedule that the Association should undertake on a regular basis to maintain the property in accordance with the Declaration of Condominium. The preventive maintenance plan will be updated on a regular basis as conditions change.
2. The Association will ensure that the operating budget includes those activities listed in the preventive maintenance schedule.
3. In the event that the Association is unable to implement the items listed on the preventive maintenance schedule for any reason, owners will be informed at the Annual Meeting and an alternate maintenance schedule will be proposed.



4. The Association will select qualified vendors to undertake the work listed in the preventive maintenance schedule.
5. Competitive bids will be obtained for preventive maintenance work as required by the governing documents.
6. The Property manager or other qualified professionals hired by the Association will review work performed by vendors hired by the Association to ensure that it meets appropriate standards.
7. The Association will seek the advice of experts, where appropriate to assist it in developing specifications or requests for proposals for preventive maintenance work or other work.
8. The Association, Property Manager or experts hired by it will interview prospective vendors and contractors to determine if they are qualified and experienced to perform the work required by the Association.
9. All vendors and contractors hired by the Association will provide the Association with current insurance certificates that meet all requirements of the Association, the governing documents and its insurance carriers.

**Synopsis of Maintenance, Repair and Replacement Policy: Services necessary to properly maintain our community, as it ages, and as increased maintenance, repair and replacement are required, is a community wide concern. This concern extends not only to the Common Elements, but also to the Limited Common Elements as well. It is a function of the Board to provide for the maintenance, repair and replacement of the community and to allocate the costs thereof in a fair and equitable manner in accordance with the Association's governing documents.**

## **MAINTENANCE, REPAIR AND REPLACEMENT POLICY**

### **MAINTENANCE, REPAIR AND REPLACEMENT EXPENSES**

Planning for ongoing preventive maintenance and capital expenses over time help to make communities such as Daylesford Lake more livable and at the same time reduce financial uncertainty. It is normal as developments become more mature that close attention needs to be paid to building maintenance such as painting and repairs. In the longer term it is important to replace roofs, siding and trim in accordance with recommendations made by professionals who conduct Capital Reserve Studies. Having a carefully thought out preventive maintenance and capital reserve plans allows a community to adequately budget and reserve and prepare for both anticipated and unanticipated expenses.

Ideally if funds were unlimited all services requested by homeowners could be paid for from the monthly assessments. Unfortunately, accomplishing this would probably mean that the monthly assessments would not be affordable and competitive for most homeowners. To prevent the overall quality of service being provided from not meeting homeowner expectations, the cost of some services that do not benefit all owners can be assessed to these owners.

Two questions then must be addressed:

1. The need for services varies substantially. Many of the services concern substantially less than all of the Units, and frequently concern individual Units or just a few Units.
2. Should the Association pay for services needed by less than all the Units, thereby effectively assessing the costs of those services among all of the Unit Owners.

A goal of the Association is to deliver all services in an effective and cost efficient way. It also endeavors to adequately fund future reserves while at the same time keeping the monthly fees affordable.

## PROBLEMS IN PAYING FOR SERVICES

A continuing goal has been to hold down costs in order to keep Daylesford Lake an affordable place to live. While the properties were new, this was easier to accomplish because the need for service was minimal. As the properties age and costs rise, we must not only meet costs but also build a reserve against future needs of the community. Approaching this problem based upon experience, it is clear that for the Association to pay for all services, even those benefiting one or only a few Units, would require a monthly assessment to each Unit Owner in a sum substantially in excess of the present rate. Likely, most property owners would not consider that to be a fair way to solve the problem.

## PROVISIONS OF THE CONDOMINIUM DOCUMENTS

The Association was created by the Declaration of Condominium of Daylesford Lake, a copy of which is contained in the Disclosure Documents distributed to each property owner at the time the property was purchased. The Declaration sets forth provisions concerning the payment of expenses.

There are three categories:

1. Common Elements and the Common Expenses associated therewith.
2. Limited Common Elements and the Limited Common Expenses associated therewith.
3. Limited Expenses.

## COMMON ELEMENTS AND EXPENSES

Common Elements, in general, involve all portions of the Condominium other than the dwelling Units and Common Expenses are the expenses incurred in their maintenance, repair and replacement. A current example of such a Common Element and Expense is the remediation project recently completed. However, any Common Expense benefiting fewer than all of the Units may be assessed exclusively against the Units benefited.

## LIMITED COMMON ELEMENTS AND EXPENSES

Limited Common Elements, in general, involved those Common Elements which are designated for the use of the Unit or Units to which the Common Elements are appurtenant. An example of such a Limited Common Element is the driveway and walkway appurtenant to each Unit.

The Association has the right to assess Limited Common Element Expenses in equal shares against the Units to which the Limited Common Elements were appurtenant at the time the expense was incurred, and may assess individual Units for such expenses associated with such Units. Further, Limited Common Elements shared by or appurtenant to more than one Unit can be assessed equally to such Units.

## LIMITED EXPENSES

Limited Expenses means those expenses incurred by the Association in connection with maintenance, replacement, management and/or administration of portions or aspects of the Condominium, benefiting, as determined by the Executive Board, less than all of the Units. Such Limited Expenses may be assessed against any one or more Units to provide services which benefit less than all such Units, including but not limited to, the improvement and maintenance of Common Elements used principally by or benefiting the owners of such Units.

## FUNCTION OF THE EXECUTIVE BOARD

The Declaration of Condominium of Daylesford Lake provides that the Condominium Association shall be the governing body acting through its elected Executive Board.

One of the several functions of the Executive Board is to manage the maintenance, repair and replacement needs of the property in a cost efficient, equitable manner. The Board must consider and decide the continuous flow of challenging, and sometimes complex, questions regarding that function.

One thing is clear, the Association cannot pay for every maintenance, repair and replacement need of individual Units under the present monthly payment structure. The Board must turn to the above mentioned Condo Document provisions and attempt to apply them in a fair and equitable manner.

The Board must create and maintain a reserve of funds for several reasons. A reserve of 10% is required by Fannie Mae and Freddie Mac in order for them to approve applications for mortgages insured by them. An adequate reserve aids in the sale of a Unit because it reveals to a prospective purchaser that the Association is financing its long term maintenance needs. An adequate reserve will also help to meet anticipated and unanticipated expenses which will be incurred as the Association property continues to age.

The goal of the Board in meeting its responsibility is to provide those services which will enable Daylesford Lake to be an enjoyable, affordable place to live, and maintain property values in a manner and at a level which will be fair and equitable to all of the Owners. The Board seeks the support of the Community in fulfilling this goal.

The Board encourages each Unit Owner to attend all open meetings. It is only through your participation that the Board can explain those questions affecting all of us.

**Synopsis for Responsibility for Maintenance, Repair and Replacement: Guide to understanding responsibilities for maintaining the Association's Common Elements, Limited Common Elements and Individual Dwelling Units.**

**RESPONSIBILITY FOR MAINTENANCE,  
REPAIR AND REPLACEMENT**

The attached chart addresses some of the common questions concerning the responsibility for the maintenance, repair and replacement of the elements comprising the condominium properties. The chart can be used as a guide. It is not intended to encompass every component or situation involving the condominium properties.

The components can be broken down generally into three categories:

1. Common Elements. The buildings which contain the individual Units (not the Units themselves) and the land adjacent to the individual Units (common areas).
2. Limited Common Elements. Elements restricted to the sole and exclusive use of a Unit.
3. Individual Dwelling Units.

Responsibility for the maintenance, repair and replacement of the components is set forth and governed by:

Uniform Condominium Act, 68 Pa.C.S.A. Section 3314.

Declaration of Condominium of Daylesford Lake, Article XIV.

Rules and Regulations of the Association.

Generally, the responsibilities are allocated as follows. (Note: Expenses involving Common or Limited Common Elements which benefit fewer than all the Units may be assessed against the Units benefited).

1. Association – Common Element expenses incurred with respect to common elements benefiting all Units.
2. Individual Unit Owner – Limited expenses and limited common element expenses incurred with respect to common elements or limited common elements benefiting fewer than all the Units.

3. In order to maintain the integrity of the properties, the Association, through its Board, is empowered to maintain, repair and replace Common Elements as well as Limited Common Elements, to pay from the Association funds common expenses which are the responsibility of the Association, and to bill back to individual Unit Owners certain Limited Common Expenses and Limited Expenses.

4. Generally, when any of the Common Elements listed in the following chart are repaired or replaced as part of a program which benefits all Units, it will generally be considered a Common Element expense and the responsibility of the Association. However, when elements are repaired or replaced on an individual basis and not as part of a program which benefits all Units, either at the request of a Unit Owner or upon determination of the Board that those individual elements require repair or replacement to preserve the appearance or integrity of the Association's properties, expenses may be charged back to Unit Owners on the basis that it benefits fewer than all the Units.

Questions concerning the attached chart, or specific components which may not be adequately addressed in the chart should be referred to the Property Manager.

5. If a Unit Owner claims that any maintenance, repair or replacement performed by any contractor retained by the Association is defective, such claim must be reported to the Association, or to any Association project manager where appropriate, in writing within thirty (30) days after completion of the work. Unit Owner, where possible, shall provide to the Association photographs of the defect. Delay in reporting the defect may adversely affect the claim.

6. If a Unit Owner requests the Association to have an alleged defect inspected by an Association contractor or other professional, and if the defect is not an Association responsibility, the Unit Owner will be responsible for the cost of the inspection and any repair work.

**Synopsis of Responsibility Chart: The chart is a guide to determining the responsibility for Maintenance, Repair and Replacement.**

**Some responsibilities are joint, shared by the Homeowner and the Association. Where such joint responsibility occurs, the initial responsibility falls upon the Homeowner. If the homeowner fails to perform the required maintenance, repair or replacement, the Association will have the required maintenance, repair or replacement performed and assess the cost back to the Homeowner. (See Declaration of Condominium, Section 4.01 (q), 8.06, 10.01 and 14.01)**

**RESPONSIBILITY CHART FOR MAINTENANCE, REPAIR AND REPLACEMENT**

| <b><u>Description/Item Area</u></b>                                       | <b><u>Homeowner</u></b> | <b><u>Association</u></b> |
|---|-------------------------|---------------------------|
|   |                         |                           |
| Siding – repair, replacement, caulking, painting                          |                         | X                         |
| Stucco – repair, replacement  |                         | X                         |
| Stone/Siding Façade – repair, replacement, pointing                       |                         | X                         |
| Chimney (exterior) – repair, replacement                                  |                         | X                         |
| Roofing – repair, replacement   |                         | X                         |
| Gutters/downspouts (extensions above or below ground) repair, replacement |                         | X                         |
| Chimney Flue Caps   | X                       |                           |
| Chimney Chase Caps  |                         | X                         |
| Electrical, water, cable, gas, telephone, TV services to                  | X                       |                           |

|   |   |   |
|---|---|---|
| Unit  |   |   |
| Foundation  |   | X |
| Trim  |   | X |
| Decks/Patios/Balcony (exterior elements) Repair and replacement of decks and patios is Association responsibility assessed to the Unit Owner as a Limited Common Expense, unless the Association approves the Unit Owner having the work done by the Unit Owner's contractor. |   | X |
| Deck Flooring, steps or stairs, repair, replacement   | X | X |
| Deck Railings, repair and replacement   | X | X |
| Balcony , balcony railings, repair and replacement  | X |   |
| Privacy Fences, repair and replacement  | X |   |
| Steps/stairs, repair and replacement<br>Your stoop may not be higher than 7 ½ inches, or the applicable Township Code, whichever is less.   | X |   |
| Units (interior and exterior) driveways and Walkways are association responsibilities Charged as a Limited Common Expense if work is performed by the Association.  | X |   |
| Driveway – repair, replacement  | X | X |
| Concrete Walkways, steps – repair, replacement  | X | X |
| Concrete Patios   | X | X |
| Chimney/Exterior  |   | X |



|   |                 |   |
|---|-----------------|---|
| Chimney/Interior  | X               |   |
| Flues serving fireplace   | X               |   |
| Doors, Storm Doors, Screens   | X               |   |
| Doors, Window and Door Jams, Hardware cleaning, repair and replacement.   | X               |   |
| Windows/window screens  | X               |   |
| Skylights, Garage Doors, Window & Door Jams   | X               |   |
| Party Walls   |                 | X   |
| Termite controls  |                 | X   |
| Infestation Control – Other than termite control  | X               |   |
| Water & sewer lateral lines, cleaning, repair, replacement  | X               |   |
| Periodic Painting: i.e., doors, windows, sliding doors, garage as scheduled by the Association. But may be assessed to Unit Owner as a Limited Expense      |                 | X   |
| Trees, Shrubs in Common Area  |                 | X   |
| Landscaping/Trees/Shrubs (Common Area) Pruning, fertilization, mulching, Edging, exterminating, (other than termite control) Disease control, winterization | X Side and Rear | X Front (If entrance is on the side, it is considered as Front) |
| Lawn/Turf Mowing, fertilizing, weeding, planting, Disease control, exterminating (other than termite control) Replacement, grading, drainage                |                 | X   |
| Bed Maintenance—Planting, Mulching, Weeding, Edging   | X Rear          | X Fronts  |

|  |   |   |
|--|---|---|
| Mulching   |   | X |
| Weeding  |   | X |
| Edging   |   | X |
| Pruning (Trees and shrubs)   |   | X |
| New planting and replacement of plant materials  | X | X |
| HVAC Including Flue Pipe – Repair, Replacement, Maintenance, Inspections, Certifications | X |   |
| Dryer Vent Cleaning  | X |   |
| Chimney Cleaning   | X |   |
| Window Cleaning  | X |   |
| Radon Systems  | X |   |
| Unit Light fixtures, security lights, in-ground lighting                                 | X |   |
| Door Bells   | X |   |
| Interior Leaks   | X |   |
| Hot Water Tanks  | X |   |
| Washer Hoses   | X |   |
| Hose bibs and external gas pipes   | X |   |
| Awnings  | X |   |
| Pest Control Exterior  |   | X |
| Pest Control Interior  | X |   |

|  |   |   |
|--|---|---|
| Watering Plants/Grass  | X |   |
| All Internal Slabs & Foundations   | X |   |
| Ground under all concrete pads, patios, and foundation portion of the Units  | X |   |
| Exterior electric, gas, water, cable, satellite dish, service and utility boxes  | X |   |
| Plumbing/Electrical (Interior & Exterior)  | X |   |
| Exterior Outlets/HVAC Boxes  | X |   |
| <b>Common Elements</b>   |   | X |
| Lake-Water – Pump, Electric, Start up, Repair, Maintenance Winterization   |   | X |
| Drains   |   | X |
| Common Grounds (Land outside unit lot lines) Mowing, fertilization, edging, Weed control, common beds, mulching, Planting, pruning |   | X |
| Drive Lanes/Roadways/Speed Bumps, Repair, replacement, Snow Removal after 2 inches   |   | X |
| Overflow Parking Areas – Repair, Replacement, Maintenance  |   | X |
| Crosswalks, - Repair, Replacement at Open Areas  |   | X |
| Snow Removal, (excluding ice) Community parking areas  |   | X |
| Snow Removal, Driveways & sidewalks (snow may not be pushed into the street)   | X |   |
| Community Sidewalks/apron to driveway repair, replacement, snow removal  |   | X |
| On lot drains – Repair, Replacement, Maintenance Clearing  |   | X |
| Trails – Repair, Replacement   |   | X |

|  |   |   |
|--|---|---|
| Street Lighting – Electricity, Repair, Replacement                     |   | X |
| Fire Hydrants – Repair Replacement, Water, Inspections, Certifications |   | X |
| Trash Collection   |   | X |
| Lawn/Tree Spray open space areas                                       |   | X |
| Pool – Repair, Replacement, Certifications                             |   | X |
| Tennis Courts – Repair, Replacement                                    |   | X |
| Signage & Poles in Common Area – Repair and Replacement                |   | X |
| Common Area Fencing  |   | X |
| Pest Control-Exterior  |   | X |
| Clubhouse  |   | X |
| Lake Deck  |   | X |
| Utility Transformers-Utility Company                                   |   |   |
| Retaining Wall – Exterior  |   | X |
| <b>Insurance</b> – Association   |   | X |
| Insurance - HO6 with coverage for Association Deductible               | X |   |

**Synopsis of Unit Owners Maintenance, Repair or Replacement: If a Unit Owner performs, or has performed, any maintenance, repair or replacement, the Unit Owner is solely responsible for the work.**

## **UNIT OWNER MAINTENANCE, REPAIR OR REPLACEMENT**

### **Work on Common Elements or Limited Common Elements**

The Common Elements, or Limited Common Elements, (See Definitions) may be affected by a Unit Owner, or by a contractor hired by a Unit Owner, performing work on a Unit. Unit Owners are prohibited from performing, or having performed, any maintenance, repair or replacement to the Common elements. (See Responsibility for Maintenance, Repair and Replacement, Page 59)

### **Adverse Effects on Common Elements and Limited Common Elements**

Any such maintenance, repair or replacement which adversely affects the Common Elements or Limited Common Elements such as damage or altering the external appearance of a Unit or building, is the sole responsibility of the Unit Owner. If Unit Owner maintenance, repair or replacement causes the Association to incur any expense to correct or repair any damage to a Common Element or Limited Common Element, or to correct any alteration to the external appearance of a Unit or Building, the expense may be assessed to the Unit Owner.

### **Responsibility for Work Performed**

Any maintenance, repair or replacement performed by a Unit Owner or on behalf of a Unit Owner, is solely the Unit Owner's responsibility. The Unit Owner is responsible for the costs and work product including the cost of repair of any damage to the Common Elements or Limited Common Elements as well as the cost of correcting any defective work or unauthorized alteration to the external appearance of a Unit or building. All contractors must carry required insurance. (See Contractor Liability Insurance and Other Requirements (page 35).

### **Defects in the Work**

Defective work performed on maintenance, repair or replacement, is the sole responsibility of the Unit Owner. If a Unit Owner performs, or has performed any maintenance, repair or replacement, the Unit Owner is responsible for costs, expenses and work product, including defects in the work.

### **Inspections**

In the event that any work performed by or on behalf of a Unit Owner is determined, after inspection (see Inspection Policy, page 109), to be defective, Unit Owner shall be responsible for the cost of correction of defective work (See Damage to Common Element Policy, page 74 and Limited Common Element Policy, page 75).

**NOTE:** An Architectural and Landscaping Request, approved by the Association, or issuance of a permit by the Township, does not affect a Unit Owner's responsibility.

**Synopsis of Repair and Replacement of Decks, Balconies, Patios, Driveways, Walkways and Outside Surfaces of Garage Doors Policy: Based upon an inspection, the Board will determine the need for repair or replacement and give notice to the Unit Owner. If a Unit Owner fails to perform the necessary repairs or replacement, the Association will take any action it deems necessary and assess the costs accordingly.**

**REPAIR AND REPLACEMENT OF DECKS, BALCONIES, PATIOS, DRIVEWAYS, WALKWAYS AND OUTSIDE SURFACES OF GARAGE DOORS POLICY**

Repair and replacement of decks, (which includes balconies), patios, driveways, walkways and the painting of the outside surfaces of garage doors, and the cost therefore, are governed by several sections of the Declaration of Condominium and the By-Laws of the Association, which provide in relevant part:

By-Laws, Section 7.16

“The Executive Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Condominium and may do or cause to be done all such other lawful acts and things as are now by law or by these By-Laws directed or required to be done by members of the Association....”

- (a) The duty to provide for the operation, maintenance ...renewal, replacement, care and upkeep of...all property, real or personal of the Association.”

Declaration of Condominium, Section 8.06

“The Condominium Association shall also provide for repair and replacement of decks... deck railing and the replacement of concrete patios and the costs thereof shall be charged as Limited Expense”

Declaration of Condominium, Section 8.10 (c)

“The Condominium Association shall only be responsible for the repair and/or replacement of certain Limited Common Elements and the costs therefore shall be charged as Limited Common element Expenses. The extent of the Condominium Association’s responsibility for the foregoing shall be limited to the following:

- (i) Walkway from driveway to Dwelling Unit: replacement (if and when necessary); and

- (ii) Driveway and parking area near Dwelling Unit: resealing and resurfacing (if and when necessary)."

Declaration of Condominium, Section 8.06

"The Condominium Association shall also provide for the periodic painting (as determined by the Executive Board) of outside surfaces of garage doors, which the Executive Board determines should be painted. The cost and expense of such periodic painting may be a Limited Common Expense."

Declaration of Condominium, Section 4.01

"(p) Limited Common Expenses' means any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element or expense incurred to provide service to one Unit or several Units but not all Units. Limited Common Expense shall be included in the budget of the Association."

"(q) "Limited Expenses" means those expenses incurred by the Association in connection with maintenance, replacement... of portions or aspects of the Condominium, benefitting, as determined by the Executive Board, less than all of the Units, which expenses shall not be included in the budget of the Association."

Declaration of Condominium, Section 10.01

Costs and expenses incurred by the Association to perform services benefitting fewer than all of the Units may be assessed as Limited Expenses exclusively against the Units benefited.

1. The Executive Board shall determine, based upon inspection, the need for repair (including painting of decks) or replacements of decks, balconies, patios, driveways, walkways and the painting of the outside surfaces of garage doors.
2. Notice of the need for repair or replacement shall be given, in writing, to the Unit Owner. The notices may set forth such compliance dates as the Board may deem appropriate consistent with the Governing Documents.
3. Any Unit Owner who wishes to comply with the notice by hiring a professional to do the work is required to do the following:
  - a. The vendor to be hired to do the work must be approved in advance by the Association.
  - b. All proposed vendors must submit to the Association certificates of insurance evidencing that, at the time of the work, they will be

covered by insurance for general liability, auto, workman's compensation and umbrella.

- c. The Unit Owner will be required to execute and deliver to the Association a release and indemnification in the form prepared by the Association's legal counsel.
  - d. All proposed vendors must comply with all governmental requirements.
4. In the event that a Unit Owner who has been notified of the need for repair or replacement fails to respond timely to the written notice, the Board may declare the Unit Owner to be in violation of the Association's Declaration of Condominium and By-Laws.
  5. Any Unit Owner in violation of the Association's Declaration of Condominium or By-Laws shall be given notice of such violation together with a written copy of the enforcement procedures related to such violations.
  6. The Board shall proceed to take such action as it determines necessary in order to complete such repair or replacement. All costs and expenses incurred by the Association shall be assessed as Limited Expenses against the Unit Owner.
  7. The Association Enforcement Procedures shall be applicable and applied where appropriate.



***Synopsis of Sale of Units; A Unit Owner selling his/her Unit must make a timely request to the Association for the issuance of a Resale Certificate. The Resale Certificate will be issued to the Unit Owner, or the Unit Owner's real estate agent if so requested.***

## **SALE OF UNITS**

Sale of a Unit by the Unit Owner must conform with Section 3407 of the Uniform Condominium Act. You should check with your real estate sales agent regarding timely compliance with those provisions of the law.

A Unit Owner proposing to sell a Unit is required to present to the Association a request for Resale Certificate. Within ten (10) days after receipt of a request for a Resale Certificate, the Association will furnish to the Unit Owner making the request, or to the Unit Owner's real estate agent if so requested, a Resale Certificate containing the information and copies of documents necessary to enable the Unit Owner to comply with the requirements of Section 3407 of the Uniform Condominium Act.

A Unit Owner, or Unit owner's Real Estate Agent, must notify the Association promptly when a Unit is put on the market for sale. Home inspectors must be in compliance with the provisions of the PA Home Inspection Law and comply with the Association's insurance requirements.

It is important that the buyer signs the acknowledgement of receipt of the required 3407 information and documents and return the acknowledgement to the Association.

An Update Letter, updating the Resale Certificate information, will be issued upon request by the Unit Owner or Unit Owner's real estate agent, or if any of the information changes prior to closing.

It is the responsibility of the selling Unit Owner and the Unit Owner's real estate agent to comply with the requirements of Section 3407 in a timely manner.

**NOTE:** The purchase contract is voidable by the purchaser until the Resale Certificate has been provided to the purchaser and for five days thereafter or until conveyance, whichever first occurs.

**ALSO NOTE:** The Resale Certificate Request Form provides that the Unit Owner or real estate agent may waive receipt of printed documents and request the documents be provided electronically. To so request, please be sure to check the appropriate box.

Forms of the Resale Certificate Request Form, the 3407 Resale Certificate, acknowledgement of receipt by buyer and 3407 Update Letter follows.

**DAYLESFORD LAKE CONDOMINIUM ASSOCIATION  
RESALE CERTIFICATE REQUEST FORM**

183 Daylesford Blvd.  
Berwyn, PA 193112  
610-407-4347

Please prepare and provide a Resale Certificate including all accompanying documents for the following:  
UNIT # \_\_\_\_\_ of Daylesford Lake Condominium Association.

Owner(s) Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Unit Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Buyer(s) Name(s) \_\_\_\_\_

Date of Settlement: \_\_\_\_\_

**Preparation Options: (Choose only one option)**

- I require a **Standard Preparation (within 10 Calendar Days)** after the date this request is received by the Association.
- I require an **Expedited Preparation (within 2 Business Days)** from the date this request is received by the Association.

Please submit a separate request for each update letter (not a new certificate).

**Means of Conveyance To Me:**

- I wish to pick up the Resale Certificate, Please contact \_\_\_\_\_  
at \_\_\_\_\_
- Please mail the Resale Certificate (standard mail) to the following address:  
\_\_\_\_\_
- I waive receipt of printed documents and request the documents to be emailed to me at the following address: \_\_\_\_\_

**Note:**

A printed copy of all documents will be provided to you unless you waive receipt of printed documents and request electronic conveyance.

A preparation fee of \$450.00, to be paid by the seller to Pinnacle Realty Services, which will be charged at Closing.

**I certify that I am an owner of the Unit or the Unit Owner's Agent, and that, to the best of my knowledge and belief, the foregoing is true and correct. I understand that I must immediately notify the Association if I am unable to read or open any electronically delivered documents. Unit Owner's Agent will arrange for delivery of paper copies of all documents to the Unit Owner, and shall release and indemnify the Association from liability for failure to do so.**

\_\_\_\_\_  
(Unit Owner's/Unit Owner's Agent's Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**Received:** \_\_\_\_\_  
**Prepared:** \_\_\_\_\_  
**Shipped:** \_\_\_\_\_  
**Office Notes** \_\_\_\_\_

Please email this completed and signed form to [rosemarie@daylesford-lake.com](mailto:rosemarie@daylesford-lake.com)



**PINNACLE**

REALTY SERVICES

151 Fries Mill Road  
856-374-8072

Unit 502

Turnersville, NJ. 08012  
Fax: 856-374-8082

info@pinnaclepm.com

Date: \_\_\_\_\_

Condominium  
3407 Resale Certificate for  
Daylesford Lake Condominium Association

This certificate has been prepared as of \_\_\_\_\_  
on behalf of \_\_\_\_\_ (owner)  
Owner of \_\_\_\_\_ (address)

Purchaser(s) is/are \_\_\_\_\_  
\_\_\_\_\_

**ATTENTION: THE FOLLOWING DOLLAR AMOUNTS ARE PROVIDED AS OF THE DATE THIS CERTIFICATE IS ISSUED. PLEASE CALL 610-407-4347 AT LEAST TWO BUSINESS DAYS PRIOR TO SETTLEMENT FOR AN UPDATE LETTER WHICH WILL BE PRODUCED TO SELLER'S REAL ESTATE AGENT.**

1. Association has no knowledge concerning any rights of first refusal or other restraint on the free alienability of the unit.
2. a) Fees Due From Buyer at Settlement

Closing Date: \_\_\_\_\_

**Buyer**

|  |    |
|--|----|
| <b>Initial one time nonrefundable capital contribution</b> | \$ |
| <b>Startup fee</b>   | \$ |
| <b>3 Months Association fee due at closing</b>             | \$ |
|  |    |
| <b>TOTAL</b>   | \$ |

**b) Fees Due From the Seller at Settlement**

|  |    |
|--|----|
| <b>Resale Certificate Fee</b>                | \$ |
| <b>Prior Unpaid Monthly Association Fees</b> | \$ |
| <b>Fines, Late Fees, Legal Costs</b>         | \$ |
|  |    |
| <b>TOTAL</b>                                 | \$ |

**PAYMENT INSTRUCTIONS**

**Settlement Total.....\$\_\_\_\_\_**

***\*Please make two (2) separate checks payable\****

**Due to: Daylesford Lake Condominium Association \$\_\_\_\_\_**

**Please make payment in the amount of .....\$\_\_\_\_\_**

**to: Daylesford Lake Condominium Association**

**c/o Pinnacle Realty Services  
151 Fries Mill Road, Suite 502  
Turnersville, NJ 08012**

**Due to: Pinnacle Realty Services \$\_\_\_\_\_**

**Please make payment in the amount of .....\$\_\_\_\_\_**

**to: Pinnacle Realty Services  
151 Fries Mill Road, Suite 502  
Turnersville, NJ 08012**

c) Signed original HUD-1, copy of Certificate of Occupancy, copy of Deed and monies due must be returned to:

Daylesford Lake Condominium Association  
183 Daylesford Blvd.  
Berwyn, PA 19312

3. Capital expenditures proposed by the Association for the current and two next succeeding fiscal years:
  - a. Budget attached
  - b. Next year budget- none yet proposed.
  - c. 3<sup>rd</sup> year budget-none yet proposed
4. The amount of any reserves for Capital expenditures and any portions of those reserves designated by the Association for any specific project: \_\_\_\_\_ – Not designated
5. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association is attached.
6. The current operating budget of the Association is attached.

7. Any Judgments against the Association and the status of any pending suits to which the Association is a party: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Association insurance coverage Certificate providing for the benefit of unit owners is attached. A full copy of the policy is available upon request.
9. The Executive Board of the Association has no knowledge that any alterations or improvements to the unit, or to the limited common elements assigned thereto, violate any provisions of the declaration.
10. The Executive Board has no knowledge of any violations of applicable governmental requirements or knowledge of the existence of any hazardous conditions with respect to the unit, the limited common elements assigned there to or any other portion of the Condominium.
11. There is no leasehold estate affecting the Condominium.
12. The declaration does not provide for cumulative voting or class voting.
13. No agreement to terminate the condominium has been submitted to the unit owners for approval and remains outstanding and no such agreement is planned nor anticipated.
14. The condominium is not a master association or part of a master association nor could it become a master association or part of a master association.
15. No units may be owned in time-share estates and no time-share estates may be created in the condominium.
16. The declarant retains no rights with respect to the condominium, either to cause a merger or consolidation or otherwise.

**NOTE: Other Important Information**

**\*Contact Pinnacle Realty Services to verify balance due and obtain update letter prior to settlement.\***

1. Seller is to transfer pool tags to buyer at settlement **during the pool season.** The cost to replace pool tags is \$25.00 each and should be collected at settlement, if necessary.
2. If a unit is sold and is not in compliance with the Association's governing documents, the Buyer assumes responsibility for any existing violation(s) known or unknown to the seller or the Association.
3. The Unit Owner is responsible for all shrubs, mulch and trees at rear of unit and anything not located in a flower bed. The unit owner is also responsible for the pruning and its removal at the rear of unit.
4. The Unit Owner should purchase an H-O6 Condominium Owner's insurance policy which also includes loss assessment coverage. A copy of the Association's insurance agent's recommendation regarding an H-O6 insurance policy, including loss assessment coverage and other relevant coverage is attached.
5. The insurance agent for the Association is:  
Smith Insurance Associates, Inc.  
1120 Bethlehem Pike, Suite 208  
P.O. Box 858  
Spring House, PA 19477
6. The purchase price of this transaction is \$\_\_\_\_\_

# Please Sign and Return

## Buyers Acknowledgement of Receipt of Information

The buyer is to promptly sign and return this acknowledgement by mail or electronic Communication.

Acknowledgement:

I/We acknowledge receipt of the following information from Daylesford Lake Condominium Association:

1. Declaration of Condominium
2. By-Laws
3. Rules and Regulations
4. Resale Certificate

---

Buyer's Signature

Date

---

Buyer's Signature

Date

Please promptly mail or electronically communicate this acknowledgement to:

Property Manager  
Daylesford Lake Condominium Association  
183 Daylesford Blvd.  
Berwyn, PA 19312

E-mail: [rosemarie@daylesford-lake.com](mailto:rosemarie@daylesford-lake.com)

DATE: \_\_\_\_\_

UPDATE LETTER – to update 3407 (a) information to be provided to Buyer before closing.

**3407 Update Letter**

The letter updates relevant information provided to you in the 3407 Resale Certificate for Daylesford Lake Condominium Association prepared as of \_\_\_\_\_ on behalf

of \_\_\_\_\_, \_\_\_\_\_ Date  
Seller Address  
For \_\_\_\_\_  
Buyer

|  |           |
|--|-----------|
| 1. Balance of sums due to Daylesford Lake by seller              | \$        |
| 2. Monthly fees<br>Monthly fees are due the first of each month. | \$        |
| 3. Capital reserve fund contribution due at closing              | \$        |
| 4. Transfer fee due (if any)                                     | \$        |
| <b>TOTAL</b>   | <b>\$</b> |

5. List of all known violations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Relevant additional information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please make your checks payable to:**

Daylesford Lake Condominium Association  
C/O Pinnacle Realty Services  
151 Fries Mill Road  
Suite 502  
Turnersville, NJ 08012



**Synopsis of Common Element Policy: Repairs, replacement or changes to Common Elements, whether to be performed by the Association or at the request of a Unit Owner, must comply with specific standards and Rules. Guidelines are discussed below.**

**Common Element Policy**

1. Section 8.06 of the Declaration of Condominium provide that the Association is responsible for the “Regular Maintenance, Repair and Replacement of Common Elements”. Section 4.01 of the Declaration of Condominium defines Common Elements as “...all portions of the Condominium other than the Units....”. These include the building envelope, roadways, swimming pool, tennis courts, lake and landscaped and unlandscaped areas of the property.
2. Limited common Elements include driveways, decks, walkways and patios. The Association may perform maintenance, repair or replacement work on these areas in certain circumstances and assess homeowners for these costs. (See Limited Common Element Policy)
3. Unit Owners, or contractors hired by them, are not permitted to maintain, repair, change or replace any parts of the Common Elements. This includes building exteriors (siding, stone, stucco, trim, etc.), roadways, sidewalks, swimming pool, lake and tennis courts. It also includes lawns, trees and shrubs that are not part of beds, and natural areas. Unit Owners may not for example, prune or remove trees. Unit Owners are not permitted to paint exterior siding or trim.
4. Unit Owners, or contractors hired by them, are not covered by the Association’s insurance policy to perform work on any Common Areas and are not permitted to perform any such work. Any damage or loss suffered by the Association as the result of such work will be the responsibility of the Unit Owner.
5. Common Element maintenance includes gutter cleaning, painting, trash removal, lawn and tree maintenance (including pruning) and pest control.
6. Common Element repairs include fixing roof, trim and siding leaks; repairing gutters and downspouts; and repairing the clubhouse and pool.
7. Common Element replacements include roofs, siding, trim, trees and shrubs as well as roadways and drains.
8. Common Element changes include improvements to drainage, regrading common areas, adding or removing trees and shrubs.
9. Common Expenses are those expenses that are assessed to all owners. These are for items such as trash removal, lawn and tree maintenance, gutter cleaning, pest control. All homeowners benefit from these expenses.
10. Limited Expenses are those expenses for Common Element items that only benefit “fewer than all owners”.
11. If Unit Owners would like to request maintenance, repairs, replacements or changes to Common Elements, they must put them in writing and submit them to the Property Manager.

12. Common Element work requests will be considered in light of ongoing maintenance, preventive maintenance and capital improvement projects that are included in the budget for the year in question. Requests will be prioritized based on the priority of the request in light of all other pending and scheduled requests as well as the budget and available funding. The Association will hire experts to evaluate changes and replacement requests if necessary. The Association relies on qualified professionals to advise it on how to deal with special requests. The Association will get proposals based on specifications developed by professionals, if necessary, to address homeowner requests.
13. All contractors and experts hired by the Association must have the appropriate levels of insurance. In addition, they must possess the necessary experience and knowledge required to work with community associations. There is a difference between hiring a contractor who works on a single family home and one who can perform work for a community the size of Daylesford Lake.
14. The Association's approach to evaluating common element requests is based on its responsibilities outlined in its policies, rules, governing documents and industry best practices. The Association evaluates individual Unit Owner requests for common element changes based on the issue with the specific unit as well as other similar requests for the entire community. While a solution to an issue for an individual Unit Owner may appear to be appropriate, it may not be suitable for the entire Association. The Association will respond to emergency maintenance and repair requests, where appropriate without requiring a review by the Board.
15. Requests for additional maintenance such as for extra gutter cleaning will be considered by the Association and when approved, work will be scheduled with vendors. The cost of this additional maintenance work may be assessed back to the individual Unit Owner in accordance with the chargeback policy.
16. Requests for changes to the Common Area will be evaluated using the criteria included in the Architectural and Landscaping Policy. Requests that are not in keeping with this policy may be refused.
17. Common Element Change Requests may be approved for future work if there are insufficient funds to do the work at the time that the request was received.
18. Some change requests may be considered as part of larger scheduled maintenance, repair or replacement projects that will be completed in phases over several months or years depending on priorities and available budgets.
19. The Association may decide to address requests for repairs, replacement or changes to Common Elements using solutions other than those sought by individual Unit Owners. The Association relies on the advice of qualified professionals for solutions to requests.
20. Under certain circumstances individual Unit Owners or Unit Owner's contractor may be permitted to make repairs or changes to Limited Common Element with the approval and supervision of the Association. This approval will be granted at the discretion of the Association if it believes that the Unit Owner or Unit Owner's contractor is qualified to perform the work and if it is not extensive in nature or changes the character of the community. Under certain circumstances it may be necessary for individual homeowners to make repairs or replacements to limited common elements at the same time as the Association repairs or replaces Common

Elements. This may be particularly true with the installation of drainage systems or following window and door installation when trim may have to be replaced. In some cases Unit Owners may be assessed for part or all of the work required on Limited Common Elements associated with their unit.

21. When Unit Owners receive approval from the Association to make repairs or replacements to Common Elements, they and their contractor may be required to sign release forms indemnifying the Association and holding it harmless for any future damage caused by the work that they perform on the Common Element.
22. Unit Owners may be held liable for any damage done to the Common Element by them, without permission of the Association, and may be assessed for the cost of repair. Unit Owners have cut down brush and removed trees from Common Areas without permission resulting in damage to these areas which cost several thousands of dollars to repair. In addition Unit Owners have pruned trees and shrubs improperly resulting in additional Arborist costs.
23. Unit Owners may be asked to remove objects from Common Elements such as trim, siding, stone or stucco if they were installed without first receiving approval from the Association. This includes flagpoles, trellis, vines, chimes, security lights and cameras, hanging flower baskets, decorative and holiday lights and awnings. Unit Owners may also be assessed for the cost of any repairs that may be required to prevent future damage caused by these items. Unit Owners may be asked to remove patios, grading or extended beds if they were not installed with Association approval and they do not conform to the criteria outlined in the Architectural and Landscaping Policy or they may result in damage to the Common Element.
24. Failure to comply with Association rules and policies may result in the application of the Association's enforcement policy.

**Synopsis of Damage to Common Areas Policy: This policy sets forth a Unit Owner's responsibility for causing damage to common areas.**

### **Damage to Common Area Policy**

1. Unit Owners are responsible for damage caused to the common area.
2. It is each Unit Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Unit Owner is also responsible for any and all damage caused by their tenants.
3. Any damage to buildings, recreational areas or equipment, or any other common area property caused by a Unit Owner, his family or guests, employee or contractors shall be the responsibility of the Unit Owner.
4. Damage to the general common areas or common personal property caused by a Unit Owner or a child or children of a Unit Owner or their guests or the guests of a Unit Owner shall be repaired at the expense of the Unit Owner.
5. Loitering and drinking in Common Area is strictly prohibited at all times.

### **PROTECTION OF COMMON AREA**

1. Baseball, football, and other ball games shall be restricted to open lawn areas and are not allowed in driveways.
2. No type of ball playing against walls is allowed.
3. Climbing on walls and fences is strictly prohibited.
4. Driveways shall be properly maintained, and free of oil and grease
5. Unit Owners may be billed for any damage to walls by branches or roots from shrubs, trees or plants planted by the Unit Owner.
6. It is prohibited to discard any item onto the common area. This regulation shall include all discarded items out any window, over deck railings, etc.
7. No Unit Owner is permitted to paint, repair, maintain, alter, install or modify any fencing or any installation of the common area.
8. **DISPOSAL OF TOXIC WASTE.** No Unit Owner or occupant shall dispose of any toxic material in the community in a manner which is inconsistent with local and Federal Law.
9. The Board of Directors may levy a fine against any Unit Owner whose occupants or contractor have been observed disposing of any toxic material or furniture, appliances, electronics, household items, or any trash in a common area. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.

**Synopsis of Limited Common Element Policy: Responsibility for the maintenance, repair and replacement of Limited Common Elements is often a joint responsibility which is explained below.**

**Limited Common Element Policy**

1. Section 4.01 (0) and 8.06 of the Declaration of Condominium provide that Limited Common Elements include the following items: Driveways, walkways, decks and patios. These items are for the exclusive use of the owner of the unit.
2. Unit Owners are responsible for the maintenance, repair and replacement of Limited Common Elements including keeping them “clean and free of debris, ice and snow and in a safe and proper operating condition.” Failure of a Unit Owner to carry out that responsibility “shall entitle the Condominium Association, after notice to such Unit Owner, to perform such maintenance, repair or replacement and levy Limited Common Element Expenses for the costs and expense incurred by the Condominium Association.” Section 8.10 (b), Declaration of Condominium, states that in order to maintain the good appearance of the Association’s property and to comply with the Association’s liability insurance policy requirements, the Association must ensure the Limited Common elements are kept in good, safe condition and are properly maintained, repaired and replaced where necessary and to perform such maintenance, repair or replacement in the event a Unit Owner fails to carry out that responsibility.
3. The cost of maintenance, repair and replacement for Limited Common Elements carried out by the Association is to be assessed back to the individual homeowner in accordance with Section 8.10 of the Declaration of Condominium.
4. Many Unit Owners maintain, repair and replace their own Limited Common Elements at their own expense.
5. Prior to replacing Limited Common Elements, Unit Owners are required to submit an Architectural and Landscaping request to the Association. Replacement work on Limited Common Elements cannot commence until the Association has approved this request.
6. Unit Owners must provide the Association with copies of contractor insurance certificates, permits, plans and other documents in order to get approval for Architectural and Landscaping requests.
7. Unit Owners may be required to sign a release form indemnifying the Association and holding it harmless against future liability when they hire a contractor to work on Limited Common Elements.
8. The Association will only approve Architectural and Landscaping requests that satisfy the criteria described in the Architectural and Landscaping Policy.
9. If a Unit Owner fails to maintain, repair or replace a Limited Common Element and the Association determines following an inspection by the Property Manager, qualified contractor or expert that it requires work, the Association may get proposals and hire a contractor to perform this work. The cost of any such maintenance, repairs or replacement and inspections will be assessed back to the Unit Owner.

10. The Association will carry out inspections of Limited Common Elements at least twice per year by the Property Manager, qualified contractor or other experts. If the inspection identifies any maintenance, repair or replacement issues with the Limited Common Elements the Unit Owner will be notified in writing of the deficiencies and what corrective action is required.
11. If the homeowner fails to remedy any deficiencies noted in the inspection, they will be subject to the Association's Inspection Policy and Violation Enforcement Policy.
12. If the Executive Board determines it to be necessary to have contractors perform work on maintenance, repair or replacement of any Limited Common Element, the Association will then assess Unit Owners for the cost of the maintenance, repairs and replacement and if necessary follow the Association's Collection Policy if the Unit Owner fails to pay the assessed cost of this work.
13. The Association may require a Unit Owner to pay some or all of the cost of the maintenance, repair or replacement in advance prior to work starting when it has to hire a contractor to perform the work.
14. The Association may be required to use operating or reserve funds to pay for Limited Common Element maintenance, repairs or replacement prior to being reimbursed by the Unit Owner for the cost of the work. This may require the Association to include part of these costs in its yearly budget. If the Association does not have adequate funds budgeted for these expenses it may be necessary to special assess for these costs.

**Synopsis of Resident Conduct Policy: Obnoxious or offensive activities, noise, annoyance or nuisance to other residents, or interference with the peaceful possession and quiet enjoyment and proper use of a resident's property, is prohibited and the Unit Owner shall be held liable for such conduct.**

### **RESIDENT CONDUCT POLICY**

1. No obnoxious or offensive activities shall be permitted to be carried on, in or upon the Property, the Common Elements, the Limited Common Elements or in any Unit, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to any other resident or occupant of any Unit, or which interferes with the peaceful possession and quiet enjoyment and proper use of the Property by its residents and occupants, or which interferes with the proper administration, management, or conduct of the business of the Executive Board, the Association, or property management.
2. Unit Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb Unit Owners, tenants or occupants of other Units.
3. Unit Owners are urged to exercise restraint in using noise - making tools and appliances during late night hours or before 8 AM on weekdays and 9:00 AM on weekends.
4. Barking dogs shall be controlled by the animal's owner. Complaints received by the Board of Directors regarding a barking dog could result in removal of the dog at the owners' expense.
5. All noise must be kept to a minimum throughout the community pursuant to rules.
6. Unit Owners shall not interfere with or harass any Board Member, resident, management, or Committee Member in the carrying out their duties, or vendors hired by the Association to perform work on Common or Limited Common Elements.
7. Unit Owners shall be held liable for violations (by Unit Owner, guests, or his/her tenants) of the conduct policy and for violations of the Declaration, By-Laws or Rules and Regulations as may be amended from time to time.
8. Enforcement of this rule shall commence in accordance with the violation procedures of the Association, including but not limited to the assessment of fines, the filing of legal action, or both. All fines, fees, costs, including reasonable attorneys' fees incurred by the Association in obtaining compliance with the rules and regulations shall be the responsibility of the party found in violation.

***Synopsis of Unit Owner Complaint Policy: All complaints must be in writing, describe relevant details, and be submitted to the Property manager. The complaint will be investigated and appropriate action will be taken by the Board. A Unit Owner who does not agree with the Board's decision may request a hearing before the Board.***

## **UNIT OWNER COMPLAINT POLICY**

The purpose of this policy is to outline the process for Unit Owners to make complaints to the Association and the Association to respond to these complaints, and does not include work order requests, document inspection requests, violations, owner account questions, property inspections, or architectural and landscaping requests.

1. All complaints, except in the case of an emergency, should be submitted to the Association in writing by emailing the Property Manager or sending a letter to the Association. Unit Owners who call the Property Manager to submit a complaint will be asked to submit the complaint in writing.
2. In the case of an emergency, all complaints should be submitted verbally to the Property Manager. The Property Manager will cause the complaint to be investigated as soon as possible.
3. The complaint should include a summary of the issue and a description that includes as many details as possible. The complaint should refer to any specific item in the governing documents that is relevant to the situation. The complaint should also include the location, time and date where the event occurred that lead to the complaint. The complaint should also include suggestions of what the Unit Owner would like the Association to do to remedy the situation. If possible, these steps should also refer to Association rules, policies or other governing documents that are relevant to the resolving the situation. Unit Owners should also refer to similar situations which they know of occurring in the past in the Association and any action that was taken.
3. Once the Property Manager reviews the complaint, he or she will acknowledge the complaint within one business day by email or phone call. If the Property Manager can provide an answer to the Unit Owner's complaint that does not require further investigation, he or she will answer the Unit Owner in writing explaining what action, if any, will be taken to resolve the matter.
4. If the Property Manager determines that the complaint requires further investigation either through a site visit or by speaking with an Association vendor or by reviewing the Association's policies, rules and governing documents, more time will be required to provide the Unit Owner with an answer.
5. If the complaint requires the Association to take action by asking a vendor to perform work, or for proposals to be provided to the Association, or for any spending to be approved by the Board of Directors, or for legal advice to be provided to the Association, or the Association to get an expert opinion, or for the Board of Directors to review the matter, it may take from several days to weeks to provide the Unit Owner



with an answer. The Property Manager will notify the Unit Owner in writing within two weeks of the procedure to be followed.

6. Once proposals, contracts or legal advice have been obtained by the Property Manager, or it has been determined that a rule violation has occurred, it may be necessary to get Board approval for further action to be taken. The Board of Directors typically meets once a month except during holiday periods. The complaint and a recommended course of action will be added to the Board Meeting agenda at the appropriate time. Board members will review the complaint and discuss options available to resolve it. In some cases this may require gathering further information from Unit Owners, Property Manager, vendors, attorneys or other experts before any further action can be taken. In some cases the Board of Directors may determine that no further action is required.

7. After the matter has been reviewed at a Board Meeting and a decision has been made, the Property Manager will notify the Unit Owner of the Board's decision in writing within five business days. Where possible, a reason for the decision that refers to rules, policies or other governing documents will be included.

8. If the Unit Owner does not agree with the Board's decision, he or she can request a hearing before the Board at the next regularly scheduled Board Meeting. The request must be made in writing as specified in the Enforcement Policy. (See Rules and Regulations Enforcement Policy – Page 22)

9. It may not be possible for the Association to respond positively to all Unit Owner complaints. The requested action may be beyond the scope of the Association's governing documents or rules and policies. The request may be beyond the Association's responsibility. There may not be any funding available to address the complaint. In other situations, the Association may be able to take action to address the complaint, but the work may not be scheduled until sometime in the future. It may also be necessary to wait for a future fiscal year for the work to be completed when funds can be allocated to the work due to limited financial funds available in a specific year.

***Synopsis of Unit Owner Insurance Requirements: Unit Owners are required to carry standard Condominium Owners Insurance (HO-6 Policy) and a loss assessment policy is recommended to cover the gap in the Association's deductible insurance policy. Unit Owners may be required to provide to the Association a certificate of insurance verifying the existence of required insurance coverage. The following Resolution and explanations describe the need and applicability of such insurance coverage.***

### **UNIT OWNER INSURANCE REQUIREMENTS**

1. Each Unit Owner of record must purchase a Standard Condominium Owner Insurance Policy, also referred to in the insurance industry as a HO6 policy, from an insurance carrier permitted to write coverage in Pennsylvania. Unit Owners are advised that at the time this Resolution is adopted, the deductible amount of the Association's Property Insurance is \$ 25,000.00, (the deductible amount could change and depend on the terms of any current policy) and further advised that in the event of a loss to the Unit, the foregoing deductible amount will be the Unit Owner's responsibility. It is further recommended that Unit Owners purchase a loss assessment rider. Specific coverage and policy options should be discussed with a licensed insurance professional.
2. The Association may request, from time to time, where the Board considers it necessary, that a Unit Owner shall provide to the Association, a certificate of insurance, specifically verifying the existence of a valid and effective insurance policy as set forth in paragraph 1 hereof. All certificates of insurance shall be sent or hand delivered to:

**Daylesford Lake Condominium Association  
183 Daylesford Boulevard  
Berwyn, PA 19312  
email: [manager@daylesford-lake.com](mailto:manager@daylesford-lake.com)**

3. If within 30 days of the mailing of notice by the Association to the Unit Owner, that the Unit Owner has failed to comply with any or all provisions of this Resolution, and after an opportunity to be heard, any Unit Owner who does not comply with this Resolution, shall be subject to fines imposed in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of Daylesford Lake Condominium Association.
4. Notice of the adoption of this Resolution, where a request has been made to a Unit Owner to provide a certificate of insurance, shall be given to the Unit Owner together with the request stating the purpose and use of the certificate of insurance.
5. **As of the date this Resolution is adopted, the Association's Property Insurance deductible is \$ 25,000.00.** In the event the deductible amount of the Association's policy shall be increased or decreased by the Executive Board, each Unit Owner and Renter from whom a certificate of insurance is requested shall receive written notice of the insurance deductible amount 30 days prior to the effective date of such change.

## **INSURANCE**

The type of insurance which a Unit Owner should carry is discussed in the attached letters prepared by the Association's insurance agent, Smith Insurance Associates, Inc.

**HO-6 Policy:** The Association's master insurance policy covers building components or upgrades within the individual Units that were initially installed by the builder prior to the original sale of the Unit. All improvements and betterments completed after the original sale of the Unit are not covered by the Association's master policy and must be covered by a Unit Owner policy, a policy called an HO-6. An HO-6 should provide and dovetail the Association's master policy with a Unit Owner's policy.

The Association's master policy contains a \$25,000 deductible which is applicable on a per occurrence basis for all covered perils. Each Unit Owner is responsible for this deductible and should purchase an HO-6 policy to cover this risk. The Association's master policy will not respond with coverage until the damage exceeds the deductible amount of \$25,000.

The Association's master policy excludes any property in a Unit that a Unit Owner is responsible for repairing or replacing according to the Association's governing documents.

**Loss Assessment Policy:** The Association's master insurance policy covers up to \$2,000,000 in general liability coverage. Section 3311 (b) of the Uniform Condominium Act provides in relevant part that "a judgment for money against the Association...shall also constitute a lien against each unit for a pro rate share of the amount of that judgment, including interest thereon..." Accordingly, a judgment entered against the Association in excess of \$2,000,000, the present coverage which could change from time to time, could, where the Association's Umbrella Insurance may not provide coverage, require the Association to assess the excess loss against the Unit Owners. The risk against any such loss assessment can be insured against by each Unit Owner carrying a Loss Assessment Policy.

The need for Unit Owners to carry adequate insurance coverage is highlighted in the Attached. "Unit Owner's Insurance Alert "and" The Value of Loss Assessment coverage", provided by the Association's insurance agent and attached hereto.

### **Investment Unit and Tenant Occupied Units:**

1. While Owner Occupants of a condominium unit are able to purchase a Condominium Unit Owners HO-6 policy, those that rent their units out to third parties typically cannot obtain an HO-6. We would ask you to consult with your personal insurance advisor to make sure you have the appropriate coverage in place. In the event of loss or damage to your unit, the Association's policy carries a \$25,000 deductible per claim. This means that you are responsible for the first \$25,000 of damage to the unit. It is very important that you have this exposure personally insured by appropriate coverage.
2. In addition, all persons that rent a unit in Daylesford Lake are required to purchase a renter's insurance policy, also known as an HO-4 policy. This should be a requirement of the rental agreement, with a minimum limit of liability of \$300,000. Your tenant should provide proof of this coverage annually in the form of a Declarations page, of

which a copy is sent to the management office. In the event of loss or damage caused by a tenant, this liability protection could help to indemnify you and the Association.

### **UNIT OWNERS' INSURANCE ALERT**

It is recommended that you carry an HO-6 Condominium Owner's policy to cover the \$25,000.00 master policy deductible which is applicable on a per occurrence basis for all covered items under the Association's insurance policy.

You should be aware that from the insurance standpoint, there is a difference between the "responsibility to maintain" your property and the "responsibility to insure" your property. For example, you have the responsibility to maintain your windows. If there is damage resulting from your failure to properly maintain your windows, you would be responsible for the cost of repair or replacement. However, if there is damage to your windows resulting from an event covered by the Association's master insurance policy, the damage to the windows would likely become part of the master policy claim. If the damage is covered by the Association's master insurance policy, it would still be subject to the \$25,000.00 deductible. This is why you need to carry HO-6 insurance coverage.

The Board urges you to review the provisions of your individual home owners insurance policy with your insurance agent to be sure you have adequate coverage. We strongly recommend that you carry adequate insurance against loss in the areas listed below:

1. HO-6 coverage, including coverage for the first \$25,000 of any damage to your home, which is your responsibility due to the master policy deductible.
2. Loss Assessment Coverage to protect you in the event a special assessment is imposed by the Association because our Master policy limits are exceeded.
3. Umbrella policy to cover claims in excess of your general insurance policy limits.

If you do not carry HO-6 insurance, you could be personally liable for any loss up to the \$25,000.00 deductible that is currently in effect on the Association's master insurance policy. The Board has obtained the guidance from legal counsel and Smith Insurance Associates regarding the Association's insurance coverage and the need for individual Unit Owners to supplement that coverage. The relevant provisions are as follows:

The Uniform Condominium Act (the PA law governing Condominiums) provides in part:

#### 3312. Insurance

\*\*\*

(A)(3) Any property or comprehensive general liability insurance carried by the Association may contain a deductible provision.

\*\*\*

(C)(4) If, at the time of a loss under the (Association) policy, there is other insurance in the name of a unit owner (unit owner's policy) covering the same property covered by the (Association) policy, then (Association) policy is primary insurance not contributing with the other (Unit Owner's) insurance.

\*\*\*

(l)Recovery of Deductibles – If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the executive board in accordance which (sic) section 3314 (C) (relating to assessment for Common Expenses).

Provisions of the Declaration of Condominium governing the Association provide in part:

Article X, Section 10.01

“...Costs and expenses incurred by the Association to perform services benefitting fewer than all of the Units may be assessed as Limited Expenses exclusively against the Units benefitted...”

Article XI, Section 11.05 (b)

“If the net proceeds of the insurance are insufficient to pay for the estimated cost of repair and restoration of any unit (to the extent covered by the Condominium Association’s insurance or for the actual cost thereof if the work has actually been done), the Executive Board shall promptly, upon determination of the deficiency (including any deductible) levy a special assessment against all Unit Owners... whose units to the extent insured by the Condominium Association have suffered damage or destruction, in proportion to each Unit Owner’s share of the total aggregate Common Element interests of the Unit Owners whose units are damaged for that portion of the deficiency attributable to the cost of repair and restoration of the insured portion of the unit....”

Thank you for your attention. Again, we suggest that you review your insurance coverage with your insurance agent.

## **Daylesford lake Condominium Association**

### **Insurance Claim Policy**

#### **Overview**

The purpose of this policy is to provide information on the procedure for filing and processing claims with the Association.

1. There are two main types of claim that the Association normally deals with:  
Property and Injury.
2. if the claim occurs on Common Area or the expected value of damage exceeds the Association's deductible, it should be reported to the Property Manager as soon as possible after it occurs.
3. The homeowner should provide a description along with photographs and details of when and what occurred if possible as soon after the event.
4. The Property Manager will report the claim to the Association's insurer.
5. The property manager will work with the homeowner to inform them of the adjustment and claims handling process as it relates to the Association.
6. The property manager should review the homeowner's and or tenant (where applicable) insurance coverage to determine if it is adequate to cover the Association's deductible and any other betterments and improvements made to the property not covered by the Association's insurance policy.
7. The Property Manager should open a file that contains all documentation regarding the claim. This should include emails, policies, damage reports, estimates and photographs. The property manager should also keep a timeline of important events related to the claim including records of phone calls, emails and documents received.
8. The homeowner and property manager should stay in regular contact through email and voicemail on the progress of the claim.
9. Once the claim has been received by the insurance company they will assign the case to a claim examiner.
10. if there is serious property damage the insurance company will send out an adjuster to the property to carry out an inspection.
11. The Association may ask its engineer or contractor to inspect common element damage to determine what repairs need to be made.

12. The Association will attempt to identify any improvements, upgrades or betterments that have been made to the property since the time of original construction. These betterments may not be covered by the Association's insurance policy.
13. The insurance company will provide the Association with a repair estimate as a basis for a settlement.
14. The homeowner will request estimates from several contractors for the cost to repair the damage.
15. The Association may also request bids from contractors for restoration costs particularly if common areas are damaged or the claim exceeds the Association's insurance deductible.
16. The Association through the property manager, its broker or engineer may review contractor estimates to determine their compliance with the Association's coverage.
17. The Association will forward contractor estimates together with an evaluation where appropriate to the adjuster.
18. The adjuster and Association's insurance broker and Property manager may meet to discuss different estimates and coverage. This may result in a new settlement offer to be provided to the Association.
19. The Association will forward the updated settlement proposal to the homeowner.
20. The homeowner will provide the Association with the name of a contractor who has provided it with a bid whom he or she wishes to do the restoration work.
21. The homeowner's contractor will work with the Association and the insurance company adjuster to arrive at an agreed settlement.
22. The Association may engage counsel to review the proposed settlement agreement and suggest changes or updates to protect the Association.
23. The Association will work with the homeowner on a reimbursement schedule for payments for restoration work that has been completed. This will take the Association's deductible into account which the homeowner is responsible for.
24. The homeowner will be responsible for the contract to restore the property.
25. Insurance claim proceeds will be disbursed to the homeowner on presentation of invoices from the contractor.

26. The Association may require the homeowner to sign an agreement with it concerning the scope of work to be covered by the proceeds from the Association's insurance policy.
27. The agreement may include sections relating to possible changes in scope or cost that may arise during the restoration process. These sections will clearly lay out procedures for negotiating these changes.
28. Any improvements or betterments to be completed as part of the restoration work will be the responsibility of the homeowner.
29. The Association may engage its own contractor to restore common elements.
30. Proceeds from the Association's insurance policy will be used to pay for common element restoration work contracted for by the Association.
31. The Association will have the right to inspect work performed by a contractor hired by the homeowner to restore areas that the Association's insurance policy proceeds are paying for.
32. The Association may withhold payment to the homeowner for work that it considers is not acceptable in quality according to the terms of the settlement agreement between the homeowner and the Association.
33. The Association will, where appropriate, keep the homeowner apprised of all relevant facts coming to the attention of the Association.
34. A portion of the insurance proceeds may be withheld pending receipt of final bills, such as clean-up and restoration.
35. The Association must be involved in all considerations involving the homeowner, contractors, insurance adjusters and insurance claims managers, particularly involving changes to scope of work, cost estimates and settlement amounts. Failure to follow this procedure may result in delays in distribution of insurance proceeds.
36. Detail records must be maintained concerning the coordination of estimates, work progress, billings, adjustments to billings, progress payments and final billings and payments.
37. Insurance proceeds paid to the Association will be disbursed in payment of invoices and mailed to the homeowner, or directly to the contractor where so authorized by the homeowner, by hand delivery or by certified mail, return receipt requested.
38. Prior to final settlement and distribution, homeowner and contractor may be required to execute a Release or such other documents as required by the Association's legal



counsel. Upon final settlement and distribution, there will be no additional funds for later distribution.

39. Supplemental claim funds from the insurance carrier will be distributed to the homeowner or contractor on presentation of invoices after the claim has already been closed.

#### Directors and Officers Claims

1. Any legal claim against the Association and its directors and officers is to be promptly reported to the Association's insurance broker for evaluation and recommendation regarding responding to the claim.
2. Recommendation of the insurance broker is to be reviewed by the Association Board and the Board should determine the appropriate course of action to protect the best interests of the Association.
3. The Property Manager shall open a file and document the claim in the same manner as provided in the Overview, paragraph 7 above.
4. A Memorandum should be prepared summarizing all facts relevant to the claim for future use in defending the claim.
5. The Board should review all settlement options and consider what settlement options would be in the best interest of the Association.

#### Claims Arising From Incidents Which Do Not Involve A Unit Owner

1. Claims may arise, involving guests, visitors, vendors, deliveries, utilities, movers, homeowners' contactors, trash collectors, etc.
2. Driver identification, ownership description, date, time and location of incident, witnesses, nature of damage and injuries (if any) are to be obtained and conveyed to the Property Manager for report to Association's insurance carrier.
3. Follow relevant outlined above in Insurance Claim Policy.



1120 Bethlehem Pike, Suite 208, P.O. Box 858, Spring House, PA 19477 (215) 542-5959 Phone • (215) 542-6990 Fax

June 10, 2014

Dear Homeowner:

We have the privilege of insuring **Daylesford Lake Condominium Association**. In order that we can serve you more efficiently, we would like to clarify the coverage and procedures of the Association's master policy.

**Association Master Insurance Policy:**

Effective 6/30/2014 the master insurance policy for **Daylesford Lake Condominium Association** provides building coverage per the Association's Declarations and Bylaws. Of course, the coverage provided is subject to the terms, conditions, restrictions and exclusions of the actual policy and would only apply to losses that were caused by covered perils or causes of loss.

**YOUR ASSOCIATION DOCUMENTS WILL DETERMINE THE SCOPE OF YOUR COVERAGE  
PLEASE REVIEW THEM CAREFULLY.**

Coverage includes those building components or upgrades within the individual units that were initially installed by the builder prior to the original sale of the unit. Any improvements and betterments completed after the original sale of the unit **WILL NOT** be covered by the master insurance policy.

Coverage **excludes** any property in a unit that a unit owner is responsible for repairing or replacing according to the Condominium Association agreement or by-laws.

The Association master insurance policy **WILL NOT** respond with coverage until the damage exceeds the deductible. Each unit owner is responsible for this deductible. The Association's master insurance policy contains a **\$25,000** deductible which is applicable on a per occurrence basis for all covered perils.

**Condominium Owner's (HO-6) Policy:**

The kind of coverage you, as a homeowner, need to purchase is called an H-O6 Condominium Owner's policy. This type of policy will provide most of the coverage you need to buy on your individual home to properly dovetail the Association's master policy.

Your HO6 policy should provide coverage for:

- **The Association's Master Insurance Policy Deductible:** With some HO-6 companies, you need to specify that you want to cover the Association's deductible. Failing to specify might mean your unit owner's insurance policy (HO-6) may not be set up to cover the Association's deductible. We recommend getting something in writing from your HO-6 agent stating that your HO-6 policy will cover the Association's deductible should you be held responsible for it.
- **Real Property Coverage:** Provides coverage for improvements and betterments made to your home after the original sale of your unit, as you are responsible for insuring all unit upgrades
- **Personal Property Coverage:** Covers your contents and personal belongings.
- **Loss Assessment Coverage:** Protects you in the event a special assessment is imposed by the Association because the Master policy limits were exceeded.
- **Loss of Use:** Covers the cost you incur to live elsewhere when a covered loss renders your unit uninhabitable.
- **Personal Liability Protection:** Provides liability protection for you personally against claims from third parties alleging bodily injury or property damage.
- **Sewer/Sump Backup coverage** – This coverage is not automatically included on all HO-6 policies and may require a special endorsement.
- **Every HO-6 carrier is different so please discuss your particular situation with your Agent to see if they have any further coverage suggestions which might apply to you.**

Additionally, Renters and Investor owners also need to purchase insurance coverage as well. Both need to protect their liability exposure and need coverage for loss to personally owned property. Renters should carry HO-4 (renters) policies and Investors should contact their brokers for how best to protect their investment property. Investor owners should require their tenants purchase an HO4 (renters) policy.

[www.smithinsurance.com](http://www.smithinsurance.com)



1120 Bethlehem Pike, Suite 208, P.O. Box 858, Spring House, PA 19477 (215) 542-5959 Phone • (215) 542-6990 Fax

We also suggest a written inventory with photographs of all your property, building, and contents, to help you document your loss under either the HO6 or Association policy. We encourage you and your insurance agent to call if you have any questions.

You have the option to obtain coverage for your personal homeowner's policy through our agency. We have been insuring Community Associations since their inception and understand the coverage's you need. In addition, we have carriers that specialize in HO-6 coverage and can provide you with the most comprehensive coverage at the most competitive rates. Please contact our personal lines manager Gene Ebright via our toll free telephone number (877) 742-4678 ext. 128 or via email at [gebright@smithinsurance.com](mailto:gebright@smithinsurance.com). You can also obtain a free quote online at [www.smithinsurance.com](http://www.smithinsurance.com) by clicking on the "Request A Quote" link on the home page.

#### Certificates of Insurance

In an effort to continue providing superior service to our customers, we are using a state of the art insurance certificate delivery system called iCerts. If you or your mortgage company need a certificate of insurance as evidence of your home being insured under the Master Association policy, please visit [www.iCerts.com](http://www.iCerts.com). This system provides on-demand access to instantaneous certificates. If you have questions regarding how to use this system, please contact [info@icerts.com](mailto:info@icerts.com). If you have additional questions about certificates of insurance, please contact Lindy Kolb via telephone (x100) or email ([mkolb@smithinsurance.com](mailto:mkolb@smithinsurance.com)).

#### Claims

If you have a claim, please follow the procedures outlined below to help ensure timely processing of the claim:

- Report the claim to building management as soon as possible. You will need to provide management with the date of loss and the cause of loss. If management feels the loss would be covered by the Association insurance policy, they will report the loss to our agency. (Please keep in mind that the Association has a \$25,000 deductible for each covered loss).
- Report the claim to your personal lines insurance carrier as soon as possible.

We hope this letter answers your questions. Please call our agency if we can be of further assistance. We look forward to being of service to you and Daylesford Lake Condominium Association.

Sincerely,

SMITH INSURANCE ASSOCIATES, INC.

**DISCLAIMER: THIS INFORMATION IS MEANT TO BE USED AS A GUIDE IN PURCHASING YOUR PERSONAL INSURANCE COVERAGE'S AND DOES NOT ENCOMPASS ALL COVERAGES YOU MAY NEED. PLEASE CONSULT WITH YOUR PERSONAL INSURANCE AGENT TO DISCUSS YOUR PERSONAL SITUATION AND COVERAGE OPTIONS. NOTHING IN THIS LETTER SHALL CHANGE THE POLICY TERMS, CONDITIONS, WORDING, OR WARRANTIES OF THE ASSOCIATION INSURANCE POLICIES.**

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**INSURANCE FOR RENTAL PROPERTIES AND INVESTMENT UNITS**

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**MEMORANDUM**

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**TO:** DAYLESFORD LAKE OWNERS OF INVESTMENT UNITS  
**FROM:** BOARD OF DIRECTORS  
**SUBJECT:** INSURANCE FOR INVESTMENT UNITS  
**DATE:** OCTOBER 11, 2017

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Dear Investment Unit Owners:

The Board wishes to remind all owners of investment units or otherwise tenant occupied units in the community that your insurance needs differ from those of Owners that personally occupy their units here at Daylesford Lake.

While Owner Occupants of a condominium unit are able to purchase a Condominium Unit Owners HO-6 policy, those that rent their units out to third parties typically cannot obtain an HO-6. We would ask you to consult with your personal insurance advisor to make sure you have the appropriate coverage in place. In the event of loss or damage to your unit, the Association's policy carries a \$25,000 deductible per claim. This means that you are responsible for the first \$25,000 of damage to the unit. It is very important that you have this exposure personally insured.

In addition, all persons that rent a unit in Daylesford Lake are required to purchase a renter's insurance policy, also known as an HO-4 policy. This should be a requirement of the rental agreement, with a minimum limit of liability of \$300,000. Your tenant should provide proof of this coverage annually in the form of a Declarations page, of which a copy is sent to the management office. In the event of loss or damage caused by a tenant, this liability protection could help to indemnify you and the Association.

Thank you

**Synopsis of Unit Owner Landscape Maintenance Policy: The purpose of this policy is to provide guidance to unit owners and Management concerning requests from Unit Owners to maintain landscaping at the front of their units.**

### **Unit Owner Landscape Maintenance Policy**

Unit Owners have made requests to the Association that they be permitted to personally provide for the maintenance of the landscaping at the front and where applicable the side of their units. The Association is responsible for this maintenance. In some cases, Unit Owners have made significant investments in replacing original landscaping around their unit. This policy addresses how the Association will handle these requests:

1. The Association's landscaper will continue to perform normal maintenance in areas that the Association is responsible for whether a unit owner landscaping maintenance request has been approved or not.
2. Unit Owners who wish to have additional landscaping maintenance performed around their unit that the Association is responsible for must submit a written Architectural and Landscaping request to the Association at least 30 days prior to the start date for this maintenance.
3. Requests for additional landscaping maintenance should include the following information: Unit number, owner name and contact information, summary of the request, details of planned maintenance, reason for the request, start and end date for maintenance, name of landscaper performing the work if the owner is not doing the maintenance work themselves, qualification of landscaper, insurance coverage and areas where additional maintenance will take place.
4. Unit Owner additional Landscape Maintenance Requests will receive the same consideration and follow the Architectural and Landscaping Policy as normal Architectural and Landscaping Requests.
5. The Association's responsibility is limited to maintenance of beds at the front and where applicable the side of their units.
6. Unit Owners are responsible for the maintenance of beds at the rear of their units.
7. Unit owners will not be permitted to maintain landscaping including trees and shrubs in common area around their unit. Please refer to the Common Area Policy.
8. The Association may request that the Unit Owner or landscaper to be hired meet the Board to answer questions or provide more details of the planned maintenance prior to the request being approved.
9. If the request for Unit Owner additional landscaping maintenance is a result of a previously approved Architectural and Landscaping Request, the Unit Owner should advise the Association of this and provide a copy of the approved request as part of the additional maintenance request.
10. The Association may deny the Unit Owner's additional Landscape Maintenance Request if it believes that the Unit Owner or landscaper hired by them do not possess the necessary qualifications, experience or knowledge to maintain the area.

11. Unit Owners and landscapers hired by them will be required to sign a release indemnifying the Association and holding it harmless for any liability before a request will be approved.
12. Unit Owners or landscapers hired by them will not be permitted to spray pesticides on the area to be maintained. Only licensed professionals are permitted to spray pesticides anywhere in the community.
13. The Association may deny a Unit Owner's additional Landscape Maintenance Request if the landscaper hired by them does not possess adequate or current insurance required by the Association.
14. In the event that a Unit Owner fails to maintain the area requested for more than 90 days following approval of the request, the Association will notify the Unit Owner of a violation. The Unit Owner will have 30 days to correct the violation by maintaining the area. If after 30 days following notice of the violation, the Unit Owner fails to remedy the violation, the Association may invoke the Violation Enforcement Policy or consider approval of the Unit Owner additional landscape Maintenance Request to have been terminated and no longer in effect. The Association will provide written notice of the revocation of its approval in writing to the Unit Owner. The Unit Owner will be responsible for any additional costs incurred by the Association to bring the area back to its properly maintained condition.
15. In the event that the Association notifies the Unit Owner in writing that the additional Landscape Maintenance Request has been denied or revoked, the Unit Owner may request a hearing with the Board of Directors by submitting it in writing within ten business days. The Association will not take further action until the Unit Owner has had an opportunity to meet with the Board of Directors to discuss the matter. Following a hearing with the Board of directors, the Unit Owner will be sent a letter informing them of the Board's decision within ten business days.
16. If a Unit Owner has been issued a violation for not maintaining the area requested and the Unit Owner provides evidence in writing or in person before the Board that they intend to continue additional maintenance in the future in accordance with general landscaping guidelines, the Association may grant the Unit Owner an extension of time such as 30 or 60 days to bring the maintained area into compliance. The Unit Owner will be notified of this decision in writing.
17. If a Unit Owner receives approval from the Association to perform additional maintenance in an area, the Property Manager, Association's landscaper, or other qualified professionals may inspect the area at any time to determine if the Unit Owner is maintaining the area in accordance with normal landscaping guidelines. Details of the inspection will be put in writing and made available to the Unit Owner, upon request or in the event that there is a future violation.
18. The Board has the right to require planting(s) be pruned or removed by the Unit Owner if planting(s) do not meet stated guidelines.

**Synopsis of Architectural and Landscaping Request Policy: No changes to the exterior of a Unit or Building may be made without the prior written approval of the Board. A written application must be submitted for review by the Architectural and Landscape Committee and for the approval of the Board. Denial of a request may be appealed. Failure to comply with this policy is a violation subject to fines and penalties. Certain alterations and activities, a non-inclusive list of which are cited in the Resolution, are not permitted without prior written approval.**

## **ARCHITECTURAL AND LANDSCAPING REQUESTS POLICY**

**This document is intended to be a guideline for use with the Declaration of Condominium, By-Laws and Rules and Regulations for Daylesford Lake.**

The Board of the Association has created the Association's Architectural and Landscaping Committee (ALC) pursuant to Section 9.01 of the By-Laws, appointing its members, delegating to this Committee various duties and powers subject to the ultimate responsibility and authority of the Executive Board. The Executive Board adopts the following as an addition to the Rules and Regulations for the Community which shall be binding upon all Unit Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Community, and which shall replace and supersede any previously adopted rules or regulations on the same subject matter. These Rules and Regulations shall be followed by the Committee and the Executive Board to the fullest extent possible under the then existing circumstances, and to the extent that circumstances may arise which are arguably outside the parameters of the existing Rules and Regulations, the Executive Board will decide the matter pursuant to the Association's controlling governing documents.

The overall objective of this document is to serve as a uniform guide to both Daylesford Lake Condominium Association and the members of the Architectural and Landscaping Committee in maintaining and enhancing our carefully designed community. These guidelines and standards address improvements for which homeowners will most often submit applications to the Architectural and Landscaping Committee (ALC). They are not intended to be all-inclusive or exclusive, but rather serve as a guide to identifying improvements permissible in the community.

The specific objectives of this document are:

- To provide uniform guidelines to be used by the Architectural and Landscaping Committee in reviewing applications in light of the goals set forth in the Governing Documents of the community and the actions of the Executive Board.

- To assist homeowners in preparing an acceptable request to the Architectural and Landscaping committee
- To increase homeowners awareness and understanding of the Declaration of Condominium, By-Laws and Rules for Daylesford Lake Condominium Association and applicable Resolutions of the Executive Board.
- To describe the organization and procedures involved with the architectural standards established by the Declaration of Condominium, By-Laws and Rules and applicable resolutions of the Executive Board.
- To illustrate basic design principles, which will aid homeowners in developing exterior improvements that are in harmony with the immediate neighborhood and community as a whole?
- To assist homeowners in maintaining a well-kept community in order to protect and enhance the economic property and aesthetic values, and the overall desirability of the homes within our community.

The Daylesford Lake Condominium Association is a community which seeks to maintain neighborhood integrity and property values. All exterior changes must be approved in advance by the Architectural and Landscaping Committee and the Executive Board.

**I. Architectural and Landscaping Committee.**

1. The ALC is hereby vested with the power to review requests, which may include plans, proposals, specifications, permits and other pertinent items submitted by any Owner in the Community. A majority vote of the members of the ALC shall constitute the action of the ALC. For each application, the ALC may:
  - a. Approve the request as submitted;
  - b. Deny the request as submitted; or
  - c. Approve the request subject to such conditions as the ALC deems to be appropriate if the applicant agrees to such conditions; provided however, that if the applicant does not so agree, the request shall be deemed denied by the ALC and brought before the Board for final decision.

**II. Review Criteria.**

1. No Architectural and Landscaping Request submitted by a Unit Owner will be considered unless the Unit Owner is in good standing. The ALC shall evaluate each request on the individual merits of each request. In its review



and recommendation to the Board, the ALC may consider any of the following factors as the ALC deems to be relevant to the request:

- a. An Architectural and Landscaping Request, when approved, is valid for six (6) months after which a new request must be submitted.
- b. Validity of Concept: The basic idea of the exterior change must be sound and appropriate to its surroundings.
- c. Landscape and Environment: The exterior change must not unnecessarily destroy or blight the natural landscape or the achieved man-made environment.
- d. Relationship of Structures and Adjoining Units: The proposed change should relate harmoniously among its surroundings and to existing Units and terrain that have a visual relationship to the change.
- e. Protection of Neighbors: The interests of neighboring unit owners should be protected by making provisions for such matters as surface water drainage, sound and sight buffers, party walls, preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring Units. The ALC should consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific application.
- f. Design Compatibility: The proposed change must preserve privacy features and be compatible with the design characteristics and structural engineering requirements of the applicant's Unit and building and with the general setting.
- g. Materials: Continuity is established by the use of the same or compatible materials throughout the Association.
- h. Color: Color should be selected to match or blend in with the surrounding natural environment and to be in harmony with the existing approved colors.
- i. Workmanship: The quality of work must be equal to or better than that of any existing structures. Poor practices may cause the Unit Owner problems and may be visually objectionable to others. All workmen must comply with requirements set forth in the Architectural and Landscaping Request Form.
- j. Timing: An approved change must be completed within a reasonable period of time. Projects that remain uncompleted for a long period of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must contain a proposed maximum time period from start to completion of construction. If the proposed time period is considered unreasonable, the request may be denied. As a general rule, minor changes should be able to be completed within 30 days whereas more labor intensive changes may take up to 90 days.
- k. Variations from the existing architecture will generally not be allowed. If a variation is so minor as to be not inconsistent with the existing architecture, the request will be considered.

- i. The characteristics of the Unit type and the individual site are taken into account when evaluating a particular change request. What may be acceptable change or design of an exterior in one instance may not be for another.
- m. Each request will be reviewed on an individual basis. There are no “automatic” approvals. For example, a Unit Owner who wishes to construct a deck identical to one already approved is still required to submit an Architectural and Landscaping Request.

### **III. Design Request Review Procedures.**

The ALC or the Board, upon review of the application, may request additional information from the Unit Owner. The additional information upon receipt will be considered at the next regularly scheduled meeting.

The ALC shall consider each request only if it is complete and submitted on the Architectural and Landscaping Request Form which is attached hereto. Any Request that is not properly submitted shall be returned to the Unit Owner for completion and the same shall constitute a denial of the Request as submitted. Any resubmission shall constitute a new Request. All completed Requests shall be acted upon within forty-five (45) calendar days of submission and the determination shall be mailed by the Property Manager to the Unit Owner within such forty-five (45) day time period. All Requests shall include a plan showing the specifications of the alteration, modification or improvement proposed to be made, along with any and all specifications, including, without limitation, the type of materials, size, height, color, location, etc., together with photographs and samples where appropriate, and must provide a sketch of the location of the proposed change to a building and all other currently existing improvements. The Request for an Architectural and Landscaping Request Form shall be delivered, mailed or emailed to the Association at:

Daylesford Lake Condominium Association  
183 Daylesford Blvd,  
Berwyn, PA 19312  
Or emailed to [manager@daylesford-lake.com](mailto:manager@daylesford-lake.com)

### **IV. Action by the Board**

The ALC, upon review of any request, shall submit its written findings and recommendations to the Board. The Board shall review the request, the findings and recommendation of the ALC and render its decision approving, conditionally approving or disapproving the application. Where the Board considers it necessary, it may refer the request back to the ALC for further action. Prior written approval of the Board pursuant to Section 8.09 of the Declaration of

Condominium is required before any work begins. Approval, conditional or final, or disapproved following complete review of all relevant facts, and any changes, to the exterior appearance of a Unit or building, once a request is approved, must be followed. Subsequent modifications require additional approval.

Prior written approval of the Board pursuant to Section 8.09 of the Declaration of Condominium is required before any work begins.

Review of a proposal is for aesthetic purposes only. Approval of a Request does not constitute an opinion by the ALC or the Board as to the professional standards of any engineering or structural soundness relevant to the Request nor its effect upon existing or future drainage or other aspects of the Common areas.

**V. Denial of a Request**

Written denial of a Request shall state the reasons for the denial.

**VI. Fines and Penalties.**

Any violations of this policy will result in a fine ranging from \$25-\$100, depending upon the nature of the violation, daily fines of \$25 may apply.

Applicant agrees to indemnify and hold harmless the ALC, the Board and their respective individual members, directors, officers, managers, attorneys, agents and employees, from any claims, damages, suits, or liability arising from the work to be done pursuant to this Request.

Neither the ALC nor the Board shall have any liability in connection with or related to approved or disapproved Requests.

**VII. Review Procedure**

1. The ALC will review the Request and may inspect the site. The committee may approve or deny the Request or conditionally approve it. A conditionally approved request will be returned to the Executive Board for their consideration. The executive Board may modify the conditional approval or return it to the Unit Owner noting non-compliance issues and the Unit Owner will have to modify the plans and resubmit. Unit Owner may appeal denial of their Request to the Executive Board. The Board will review the appeal and render a decision which shall be final.
2. The ALC will submit their written findings and recommendations to the Board.
3. The Board may seek an expert opinion from a professional (architect, engineer, arborist, landscape architect, construction or landscaper professional) before making a decision.

4. All approvals must be in writing and no verbal opinions shall be valid or binding upon the Association.
5. In the event that an approved request is not completed in accordance with the stated approval, the Association may complete the work or restore to pre-approval condition and assess the cost back to the Unit Owner.
6. Once the plan is approved, Unit Owner must complete the project within 30 days of Board approval for minor projects and 90 days for major projects. If for any reason this is not enough time to complete the project, the Unit Owner must request an extension in writing from the Board.
7. Upon completion of the project, the Unit Owner must notify the Property Manager in writing of completion. The Property Manager will then inspect the completed work within 30 days of notification. The Board reserves the right to disapprove the completed project if it differs from the approved Request.
8. Any completed project not in accordance approved plans, specification, proposal or architectural standards may require the work to be corrected and brought into compliance at the Unit Owner's expense. The cost of any additional expense incurred by the Association to ensure compliance may be assessed back to the Unit Owner.
9. If a committee or Board Member submits a Request to the ALC for any personal project, they shall abstain from any participation in the discussion or vote on that project.

### **VIII. Appeals Process**

If a Unit Owner wants to contest a decision, he or she may appeal the matter to the Executive Board which must be based upon one of the following:

1. Proper procedures were not followed during the review process, or
2. The Board's decision was arbitrary and had no rational basis.

The Unit Owner must state that he or she is contesting such decision in writing sent to the Property Manager. The Unit Owner should include an explanation of the issues and/or reasons for seeking review by the Board.

Upon receipt of such notice, the Property Manager will forward to the Board all relevant materials and documents. Board Members reserve the right to request additional information from the contractor or other parties to help them understand the proposal.

The Board will vote on the proposal at its next regularly scheduled meeting.

After voting, the Property Manager will notify the Unit Owner, in writing, of the Board's decision. The Board will make every effort to notify the Unit Owner of its decision within 30 days of receipt of the Unit Owner's letter asking for review by the Board.

To initiate the appeals procedure, the Unit Owner must submit a written request of an appeal within ten (10) days after receipt of the Board's decision.

## **IX. Standards for Approval**

The purpose of the review process by the ALC and the Board is to ensure that any changes on a Unit Owner's property maintain and enhance the appearance of the neighborhood.

Section 8.09 of the Declaration of condominium provides:

### **Section 8.09 Alteration to Common Elements by Unit Owner.**

No Unit Owner may make any improvements or alteration or do any work which would impair the structural integrity or mechanical systems of any Building, lessen the support of any portion of the Condominium or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament. No Unit Owner shall alter any of the Common Elements, change the appearance of the Common Elements or change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors, and garage doors) or any other portion of the Condominium or do any work to any portion of a Unit that may be located within the Limited Common Elements without the prior written approval of the Executive Board.

Each proposal is unique and requires consideration specific to the elements of that proposal. However, in general, the finished project should harmonize with the Unit Owner's Unit and other buildings and should fit in with the entire neighborhood. For example, structures such as decks, patios, driveways, walkways should be similar to other Units in terms of approved surface material, color, style, proportion. Windows should be of similar appearance, material and proportion. Many proposals for decks or patios and walkways will require landscaping to enhance the appearance from the street and/or neighbors. Landscaping proposals should take into consideration the need for foliage during the winter months.

## **X. Additional Considerations**

Complaints regarding approved changes. Any complaints regarding approved changes received after the changes have been made will be reviewed in the light of the standards set forth in the policy and the Governing Documents. Such complaints must be submitted in writing.

Inaccurate or Missing Data. Any plans or specifications that contain inaccurate or missing data or information when submitted shall not be deemed to be approved.

Changes and revisions. Any changes a Unit Owner makes to an approved plan, whether required by Tredyffrin Township or for any other reason, require approval by the Board prior to construction or installation.

Approval by other entities. Approval by a contractor, engineer, architect or Tredyffrin Township does not constitute approval by the Board.

Right to inspect work. The Property Manager, the Board, or any agent of the Board, have the right to enter upon any limited common element during site preparation or construction to inspect the work being undertaken to determine that such work is conforming to the approved plans and specifications.

Written approval. Unit Owner must obtain written approval from the Board. Even if a member of the Board or ALC provides verbal approval of a plan, a Unit Owner must obtain written approval from the Executive Board.

Permits. It is the Unit Owner's responsibility to obtain all Township approvals and permits. Tredyffrin Township authorities must be contacted prior to beginning any work to verify the procedures that must be followed and obtain required permits. Township approval does not preclude the need for Board approval. A copy of Township approvals and permits must be provided to the Association before the work begins.

If you have any questions at any time, please feel free to contact the Property Manager.

## **XI. Alterations that require prior Written Approval**

The following items require prior written approval. This list is not intended to be exhaustive and any Unit Owner intending to make any alteration to the Limited Common Elements must be mindful of the requirements of the Architectural and Landscaping Policy. In the event that an Architectural and Landscaping Request is of a technical nature and the Board determines it to be necessary to obtain professional advice, the cost of obtaining such advice may be assessed back to the Unit Owner.

### **1. MAJOR EXTERIOR CHANGES**

Major alterations are generally considered to be those which substantially alter the existing structure either by subtraction and/or addition. Major building alterations include, but are not limited to construction of driveways, decks, sidewalks, and patios. More specifically, the design of major alterations should be compatible in scale, materials and color with the Unit Owner and adjoining Units. The location of major alterations should not impair the views, or amount of

sunlight and natural ventilation on adjacent Units. Installation of windows and doors must comply with the Association's Window and Door Specifications.

Construction materials must be stored so that the impact on neighboring properties is minimized. Excess material should be immediately removed after completion of construction.

## **2. Patios and Decks**

Patio and Deck Location - Patio and decks are to be located in Limited Common Element areas of the Unit. When patio and deck schemes include other exterior changes, such as lights, landscaping, etc., other appropriate sections of these guidelines should be consulted before filing a Request. All Tredyffrin Township requirements and Association Specifications, Policies, Rules and Regulations must be complied with.

Decks and Privacy Walls: All decks and privacy walls are to be of pressure treated wood or other suitable wood or synthetic product. Applications must include a site plan showing size of deck and privacy wall, location as it relates to applicant's Unit as well as adjacent Units, description of materials to be used, and details of footings, ledger boards, railings, posts, stairs, steps, or other supports, etc., as required to clearly describe the proposal. Also, include the height of the deck off the ground. All necessary inspection procedures must be complied with.

Ground Level Patios - Rear ground level patios (walk out basements) made of approved material require Board approval. Requests for patio replacement must include a site plan showing size of patio, location, description of materials to be used, and other details.

## **3. Landscaping**

Any changes in landscape which may affect the drainage or grading of any Units require prior written approval from the Association. The Association's landscaper will perform normal maintenance in areas of Association responsibility and the Unit Owner will be responsible for all other maintenance. Landscaping changes should be considered in the light of the potential impact of grading/drainage changes and sight distance at intersections. All enhancements should be limited so as not to create a cluttered appearance.

## **4. Storm Doors**

Storm Doors are permitted as long as they are clear glass (or screen), FULL VIEW, and they are "white/white" in color. Off white or cream color is not acceptable. Colored Glass is not acceptable.

It is important to understand that the cost of any maintenance and repair of doors are the Unit Owner's responsibility. The cost of any damage, repair or maintenance to any part of the Common Element caused by the doors or their installation may be assessed back to the Unit Owner.

#### **5. Antennas or Ham Radio Antennas**

Antennas or Ham Radio Antennas shall be permitted per FCC regulations. Satellite dishes are permitted per FCC regulations; the acceptable placement is to be approved by the Board. Placement in the front of the Unit is prohibited and the equipment should be placed in the least conspicuous place possible.

#### **6. Walkways, Driveways, Stoops/Steps**

All walkways, driveways and stoops/steps must comply with Township requirements and Association Specifications, Policies, Rules and Regulations.

Replacement of existing front entry walkways and stoops/steps shall be constructed from cement, approved pavers or other approved materials that is compatible with community décor, style and color. Applications must specify dimensions, materials to be used and color.

#### **7. Exterior Lighting**

No exterior lighting shall be installed or maintained in such a way as to cause discomfort to adjacent Unit Owners. All spotlight security lighting must comply with Association Specifications. Applications for exterior lighting changes must include wattage, height of fixture above ground, and a complete description of the light fixture (materials, design and number of bulbs on a single fixture) and the proposed location.

Deck lights- no built in lighting may be incorporated into the deck installation.  
Pathway lights-require prior written approval.

Security lights – including Motion Sensing Lights – require prior written approval.

#### **8. Awnings**

Awnings are a Unit Owner's responsibility and require the submission of an Architectural and Landscaping Request before proceeding with installation. In order to prevent damage to the new siding, mounting blocks must be installed to hold the awning. The cost of installing the blocks will be assessed to the Unit Owner.



## **9. Alarm Systems**

Alarm systems are a Unit Owner responsibility. Wireless installation may be necessary. If installation of an alarm system has exterior components which penetrate the exterior cladding, stone or window trim, you must submit an Architectural and Landscaping request for approval. Wires may not be inserted through interior or exterior trim, cladding or stone as it would void the warranty.

## **10. Security Cameras**

All Security Cameras must face into the building in accordance with the Association's Specifications. A mounting block may need to be installed for mounting such cameras and the cost of installing the block and any reinstallation costs may be assessed to the Unit Owner. NOTE: Security Cameras may only be installed pursuant to an approved Architectural and Landscaping Request on file with the Association.

## **11. Flag Holders**

Flag holders are a Unit Owner responsibility. The cost of installing the blocks and any reinstallation costs may be assessed to the Unit Owner. Flag holders are NOT TO BE INSTALLED INTO THE SIDING as it would damage the siding and void the warranty. Flag holders will be installed only in approved locations.

## **12. Drainage**

Any modification of rain gutters or downspouts or regrading at the front, side or rear of a Unit is not permitted and must be performed by the Association. If circumstance warrant, the Association may do such work and charge back the cost to the Unit Owner.

## **13. Garage Doors**

Replacement – Replacement of garage doors require prior written approval. A list of approved doors and color is available.

Color- The Association requires garage doors to be painted with the approved color as needed. The cost of the painting of garage doors may be assessed back to the Unit Owner.

## **14. Painting**

No Unit Owner or Lessee shall alter or paint any exterior portion of a Unit.

## **15. Attic Ventilators**

Attic Ventilators require prior written approval. Attic ventilators or other mechanical apparatus requiring penetration of the roof surface should be as small in size as functionally practical. They should be located on the least visible side of the roof and not to extend above the roof ridgeline.

## **16. Items Which May Not be Affixed to Siding, Stone, Trim or Soffits.**

Affixing items to the siding, stone, trim or soffits may void the Warranty.

Such items include:

1. Hose brackets
2. Hanging flower pots
3. Planters
4. Ornaments
5. Any brackets, nails, staples, screws, holiday lights or decorations, or other items which penetrate the surface of the siding, stone, trim or soffits.

17. Window mounted and roof mounted air conditioners and fans are not permitted.

18. Fences including invisible fences at the rear, side or front of Units or patios are not permitted.

19. Dog runs are not permitted.

20. Compost piles are not permitted.

21. Solar panels are not permitted.

22. Electric Vehicle Charging Stations. No industrial type charging station (Level 2 and 3) may be installed unless an Architectural and Landscaping Request Form has been filed in advance and the Request has been approved in writing before any work is begun.

## **XII. Definitions Relevant to Landscaping**

Applicant – A Unit Owner who submits an Architectural and Landscaping Request.

Building - “Building” means any building erected on Association property containing one or more Dwelling Units, as well as other improvements comprising a part of a Building or intended to be used for residential purposes.

Limited Common Element - "Limited Common Elements" means those Common Elements which are designated for the use of that Unit or Units to which such Common Elements are assigned or appurtenant and which are limited and restricted to the sole and exclusive use of the Owner of such Unit. The Limited Common Elements shall include:

- (i) paved driveways and walkways leading from the driveways to the Units;
- (ii) the paved areas in front of the exterior entrances of the Dwelling Units;
- (iii) gas flues and the inside of any chimneys and flues serving fireplaces located within Dwelling Units.
- (iv) privacy wall separating the deck portions of the Units; and
- (v) the ground under all concrete pads, patios and foundation portion of the Units.

Nuisance - No Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

Structure - Includes the Unit and its walkways, driveways, decks and patios.

Unit - "Dwelling Unit" means a structure designed, sold and occupied exclusively as a residence and located within a building subject to this Declaration. For the purpose of this document, each separate Dwelling Unit shall be subject to all of the rights, privileges and duties as if each were separately owned, irrespective of whether this is so in fact or not.

Unit Owner - Owner of a dwelling unit who is an Applicant.

**Please note that failure of the Condominium Association to enforce any provision, covenant, restriction, or rule and regulation shall in no event be deemed a waiver of the right to do so thereafter.**

Right of Entry: As stated in Article VII, Section 1, Declaration of Condominium the Condominium Association/Architectural and Landscaping Committee shall have the right to enter upon and inspect any Limited common element during reasonable daylight hours for the purpose of ascertaining compliance with these restrictions.

#### XII. Resale of a Unit by a Unit Owner.

Units must be in compliance with the requirements of all Daylesford Lake governing documents (Declaration, By-Laws, Rules and Regulations) before closing on the sale by the Unit Owner. An inspection of the exterior of the Unit will be conducted by the Property Manager prior to the issuing of a Resale Certificate. Violations will be noted on the Resale Certificate. The new owner will be responsible for any uncorrected violations existing after the sale is closed.

XIII. Complaints about the Exterior of a Unit Lodged by Another Unit Owner.

If the complaint discloses a clear violation of the Association's governing documents (Declaration, By-Laws, Rules and Regulations) the complaint will be brought before the Board. Otherwise, the Association encourages residents to find an agreeable solution acceptable to the Association. If a solution acceptable to the residents and the Association cannot be reached, the complaint will be brought before the Board.

XIV. Complaints about the Exterior of a Unit Lodged by Another Unit Owner.

See Unit Owner Complaint Policy, Page 78.



SAMPLE

**ARCHITECTURAL AND LANDSCAPING REQUEST FORM APPROVAL LETTER**

Dear Homeowner,

This letter is to inform you that the Architectural and Landscaping Request Form you submitted to install \_\_\_\_\_ has been approved by the Board of Daylesford Lake Condominium Association contingent on the following terms and conditions:

1. Installation must conform to all Township laws and ordinances.
2. A building permit must be obtained, if necessary.
3. Any contractor must be a professional which carries insurance approved by the Association covering General Liability, Auto Liability, Workman's compensation and Umbrella Coverage and present to the Association insurance certificates evidencing the insurance to be in effect at the time the work is performed.
4. All safety precautions must be strictly adhered to.
5. No vendor signs are to be displayed.
6. All trash must be removed by the contractor
7. By undertaking the work, the unit owner is fully responsible, and will indemnify and hold harmless the Association, for any claims related to removal, installation, use, maintenance and operation of the above architectural or landscaping change.
8. If the work is not completed within \_\_\_\_\_ days, you must notify the Property Manager in writing.
9. The Association may have the work inspected during or after performance of the work.

If you have any questions, please contact the office 610-407-4347.

Sincerely,



SAMPLE

**ARCHITECTURAL AND LANDSCAPING REQUEST FORM DENIAL LETTER**

Dear Homeowner,

This letter is to inform you that the Architectural and Landscaping Request Form you submitted to install \_\_\_\_\_ has been denied for the following reason(s):

The denial of your request is pursuant to the Declaration of Condominium, Section 8.09, Section 16.02 (c) and By-Laws Section 7.16.

(Note: Insert specific reasons for denial)

You are free to submit a new Architectural and Landscaping Request Form, together with any updated drawing or plans you may consider relevant, for reconsideration by the Board.

If you wish to appeal the decision, you may submit a request in writing for a hearing with the Board of Directors in accordance with of the Declaration of Condominium.

If you have any questions, please contact the office 610-407-4347.

Sincerely,

***Synopsis of Inspection Policy: The purpose of this policy is to provide homeowners with details about inspections conducted by the Association of their unit. It provides a description of the items being inspected as well as a procedure for resolving any issues identified during the inspection. It also lists responsibilities for addressing specific issues. It also gives homeowners an opportunity to identify issues and correct them before the inspection occurs.***

## **Inspection and Remedial Action Policy**

### **Background**

Regular community wide inspections by the property manager are a feature of condominium and homeowner association living. While inspections bring issues to the attention of homeowners, they also provide the Association with an inventory of items that it also needs to keep track of. Inspections also ensure that standards provided for in the Governing Documents (Declaration of Condominium, By-Laws, Rules and Regulations) are maintained throughout the community. Since that the exterior of our buildings have been completely remediated, it is important that we ensure that they continue to be maintained to the highest level to preserve and grow our property values. At the same time, it is important for homeowners to maintain and replace if necessary items such as decks, walkways, patios and driveways as they age. Doing so improves the look of our community and at the same time can reduce the risk of costly insurance claims. Keeping our community attractive in appearance and well maintained can give us all a sense of pride and make Daylesford Lake an inviting place to homeowners, visitors and potential future residents.

### **Purpose of Inspections**

The Property Manager conducts regular inspections of the entire Community including the exterior of each unit to make a list of items that need attention to maintain the uniform look of our community as our documents require. The purpose of the inspection is to identify issues that are both Association and homeowner responsibilities that will be prioritized and addressed if required.

The exterior unit inspections will include noting the condition of driveways, sidewalks, patios, decks, items at the front and rear of the unit and items attached to the walls. Such as flag holders, lights and security cameras. The property manager will compile a list of inspection issues for the entire community within 30 days of the inspection.

### **Timing of Inspections**

The property manager will conduct two community wide inspections per year, the first at the beginning of April and the second during the second half of September. In addition each unit will be inspected prior to issuance of a resale certificate. The property manager will also conduct an inspection following receipt of a written complaint from a resident or member of the Board or if a violation of the rules is apparent following a drive or walk through. Other partial community wide inspections may take place at other times during the year. The Association may hire other professionals such as engineers, architects or other experts to inspect certain common or limited common

elements such as driveways, decks, patios and walkways to provide the Association with comprehensive reports on the condition of these elements.

### **Nature of Inspections**

The property manager or other professionals retained by the Association will inspect the unit to identify issues at the front, side (if applicable) and rear of the exterior of the unit. The inspection will focus on three types of items: minor issues that the homeowner must address within 30 days; major issues that the homeowner is responsible for addressing within 90 days; (both of which are the responsibility of and are generally paid for by the Unit Owner) and major issues that the Association is responsible for taking care of. The cost of any of these items may be assessed back to the homeowner as a limited expense or a Limited Common Expense where appropriate. In the event that a major issue requires submitting an Architectural and Landscaping request to the Association, the 90 day period to address the issue may be extended.

### **Responsibility for Resolving Inspection Issues**

The paragraphs below provide an overview of responsibility for resolving issues identified during inspections. In the event that any question arises as to responsibility, the Association's governing documents shall control.

### **Performance of Work**

In the event that the homeowner is responsible for the repair or replacement of an item mentioned in the inspection that requires the homeowner to hire a contractor, the contractor will provide the Association with a current certificate of insurance in accordance with the Association's insurance requirements. The homeowner will also submit an Architectural and Landscaping request and receive approval from the Board before work begins. The homeowner agrees to comply with the requirements of the Architectural and Landscaping Policy for any Architectural and Landscaping request submitted to the Association including indemnifying the Association against loss, any necessary release, costs and expenses including attorneys' fees.

### **Minor Issues - Homeowner Responsibility**

The homeowner will be responsible for the following list of items. This list is not exhaustive. Replacing exterior light fixtures, security lights, ground lighting, window and doors, drapes, blinds and mullions; installing or replacing storm doors; replacing window and door screens; replacing windows and doors; removing trash and other prohibited items from decks, patios and front, side and rear areas; removing holiday decorations out of season; removing items attached to siding, trim, stucco and stone that are not permitted; removing extra flags; pruning overgrown plants and shrubs from beds at the rear of the unit; replacing panels on garage doors; fixing cracks in walkways and patios; sealing driveways; staining decks.

### **Major Issues - Homeowner Responsibility**

This category includes: Repairs to decks, walkways, driveways, patios and landscaping that require submission of an Architectural and Landscaping request where the work performed will be contracted for and paid for by the homeowner.



### **Major Issues - Joint Homeowner and Association Responsibility**

The Association is responsible to ensure that, where necessary, major repairs or replacement of decks, driveways, walkways and patios are completed. Homeowners must submit an Architectural and Landscaping request if they wish to complete any of the items mentioned above. Homeowners will hire their own contractor and pay for the work themselves if the Architectural and Landscaping request is approved by the Association. If a deck, patio, driveway or walkway needs major repairs or replacement and the homeowner fails to have the work done themselves, the Association may hire a contractor to perform the work and assess the cost of the repair or replacement back to the homeowner. A deposit towards the full cost of the work may be assessed to the homeowner prior to work starting on the unit. In the event that the Association performs the repair or replacement, the Architectural and Landscaping request will be submitted by the property manager to the Association for approval.

### **Issues - Association Responsibility**

The Association will be responsible for the maintenance and repair of all common elements including stone, siding, stucco and trim on the exterior of the buildings as well as drainage, downspouts and regrading issues. The Association will also make foundation repairs. The cost of any of this work may be assessed back to individual homeowners in accordance Sections 10.01 and 14.01 of the Declaration of condominium.

### **Notice Letter of Inspection Issues**

Homeowners will be provided with written notice of any issues and violations within 30 days of the inspection.

- Letters to homeowners will clearly state the nature of the issue, the steps that need to be taken to correct it and the time period within which it should be corrected.
- The relevant section of the Governing Document will be cited for each issue or violation.
- The letter will clearly state who is responsible for correcting the violation and if the homeowner will be charged where appropriate.
- The homeowner will also receive a copy of the enforcement policy with each violation notice and the Architectural and Landscaping Policy if applicable.
- In the event that the Association is responsible for correcting the issue, the letter will state how the Association intends to address the issue, the timeframe that it will do so, and responsibility for payment.
- In some circumstances the Association may need to hire outside contractors to assess the issue and get bids before work can start. There may also be budget considerations before the issue can be corrected.

### **Issue Resolution Procedure**

Once the Property Manager has completed the inspection a list of all items that need to be addressed for each unit will be compiled and each resident who has an issue on the list will be notified in writing within 30 days of the inspection. If you receive a letter you will have either 30 days or 90 days to address the issue depending on whether it is a

minor or major issue. You will receive a reminder notice after 10 days of receiving the first notice letter if you do not take care of the issue or fail to respond in writing with the Property Manager with a plan to resolve the issue. If the issue is not resolved within the 30 or 90 day period provided, you will receive a second notice letter. The Association may take action consistent with the Violation Enforcement Policy which includes fines and possible legal action. If a homeowner wishes to have a hearing with the Board concerning any issues included in the inspection letter, he/she should send a letter to the Association within ten days of receiving the inspection notice. Some items may not require immediate attention but will be included in the notice letter for your information. These will be clearly marked. After 30 days or 90 days, depending whether it is a minor or major issue, the property manager will reinspect the item to see if it has been corrected.

**Partial List of Inspection Issues and Action required**

Please take a look at the attached list yourself to see if you can identify any items in or around your unit that may need attention. The list below contains a description of each possible issue, what you need to look for, and what action you may need to take to remedy it. Anything that you can do to be proactive addressing these issues will benefit you and the community in general and the Association thanks you in advance for your cooperation.

If you have any questions about items that are included on the list, or issues that are included in the letter that you will receive from the Association, please contact the Property Manager in writing.

## INSPECTION LIST

1. Garage Door – Check to see if panels are rotted and need to be replaced
2. Driveway – condition of the driveway (Cracks, dips, holes). Need to be repaired or replaced.
3. Sidewalk leading to the front door – check for cracks, settling, trip hazard (Need to be repaired or replaced)
4. Step to front door – check height of step above walkway should be 7 ¾” maximum.
5. Light Fixtures – check approved lighting and if replacement is needed
6. Shades and Blinds – color to be white or off white as seen from the outside (If not, need to be removed or replaced)
7. Mullions on patio doors and windows – check front, rear and side (where appropriate) of the unit (Look for missing or broken mullions that need to be replaced).
8. Position & number of flags – may not be attached to stucco/stone or siding. Only American flags may be flown from the garages. Decorative flags or holiday flags may be flown in the rear of the unit for 2 weeks prior and 1 week after a holiday.
9. Latticework – is not permitted on any common area or attached to the exterior of the unit.
10. Attachments to stucco/stone or siding trim (Security Cameras, Vines, Trellis, Hanging Baskets, Hose Holders, Nails, screws, Awnings, flags, Signs, Decorations, Lights or other attachments)- not allowed.
11. Dangerous items on decks, driveways, patios or walkways such as ladders, old paint, chemicals, tires etc. - must be removed.
12. Storm Doors and Screen doors – bad condition broken or inappropriate doors must be removed.
13. Ornaments in flower beds – limited to one in front flower bed.
14. Patio condition - gaps between patio and Unit Wall, cracks, holes or settling patios must be repaired or replaced.

15. Deck condition: Decks requiring staining, repairs to boards, posts, and railings etc. - Decks may need to be repaired or replaced. Please visit the Daylesford Lake website or contact the office for approved colors and materials.
16. Fences – not permitted.
17. Verizon and Comcast Cables – improperly installed
18. Plants and shrubs at rear of unit – Unit Owner responsibility - not maintained by Association landscaper.
19. Trash, Recycling Containers - Trash and/or trash cans and recycling containers (these items may only be out in front after 5:00 pm the day before trash pickup).
20. Miscellaneous – items in the front, side or outside the rear of the Unit, including, but not limited to, tools, snow shovels, brooms, rakes, unused construction materials and paint, tires, appliances, toys and bicycles, auto parts, old furniture, or any other item determined to be inappropriate.

**Synopsis of Portable Storage Units and Dumpster Policy: Portable Storage Units and dumpsters are not compatible with the general appearance of the community and their use is restricted.**

### **Portable Storage Units and Dumpster Policy**

Over the last few years, some homeowners have chosen to rent portable storage units (e.g. PODs) and dumpsters while moving and/or remodeling. PODs and dumpsters are convenient but they are unsightly and detract from the appearance of our community. In addition, they can pose various traffic and general safety hazards.

Homeowners may place Portable Storage Units and dumpsters on their driveways for a maximum of fourteen (14) days as long as the following conditions are met:

1. The Unit Owner must submit a request in advance and get approval from the Association before placing a Portable Storage Unit or dumpster on his/her driveway.
2. Said request must include the dates the Portable Storage Units or dumpster will be on the premises.
3. The Portable Storage Units or dumpster must be placed in such a way that it is completely on the driveway, and not on the common area, apron, street or overflow parking areas.
4. Adequate plywood or other material must be placed under the Portable Storage Units or dumpster to prevent damage to the driveway.
5. The Unit Owner will be responsible for repairing any damage to the driveway caused by the Portable Storage Units or dumpster
6. The Unit Owner will be responsible for any damage to the common element caused during the delivery or removal or use of the Portable Storage Units or dumpster.
7. Dumpsters must be covered during weekends, holidays or any days that work is not being done on the Unit.
8. Dumpsters must not be filled with material that could be blown onto the driveway or common areas. The Unit Owner will be responsible for any clean-up cost associated with trash left on common areas.

**Synopsis of Water Damage Risk Alert: Some residents have experienced water damage resulting from plumbing leaks, the risks of which can be minimized or eliminated.**

### **WATER DAMAGE RISK ALERT**

Over the past years there have been several incidents of home owners suffering significant water damage due to plumbing leaks. The damages have been substantial. Some of the units were uninhabitable (totally or partially) for months. The Association's insurance has had to cover parts of the resulting claims. These have been costly and have had a big impact on our Association insurance premiums causing premiums to more than double.

Aged and defective hoses appear to have been the cause in most of the incidents. Many of the original hoses that were installed during construction are aging and should be checked and replaced if necessary.

Following are some preventative measures you should consider:

1. Have plumbing hoses and valves checked (including: washing machine, dish washer, hoses under sinks, refrigerator which contains an ice maker, hot water heater, water reduction valves, the sealant where water supply enters your unit, outside hose bibs).
2. Turn off your water at the main valve where the water line enters your unit when you will be away.
3. Turn off your outside water spigot at the inside supply valve and leave the outside spigot open for the winter.

**Thank you for your attention.** Please help reduce the incidents of water damage in the community.

**Synopsis of Document Retention Policy: Records will be kept of Common Expense Assessments which are necessary to enable the Association to comply with the requirements of the Uniform Condominium Act relating to resale of Units.**

### **DOCUMENT RETENTION POLICY**

Pursuant to Section 3316 of the Uniform condominium Act and 7.15 of the By-Laws, the Association will keep a complete record of all of the acts and corporate affairs of its Executive Board, a record for each Unit of its common expense assessments and the payment thereof and financial records sufficiently detailed to enable the Association to comply with section 3407 of the Uniform Condominium Act relating to the resale of Units.

The Association shall also retain the following for a period of at least six (6) years.

1. Invoices for all services rendered to the Association.
2. Previous Unit Owner files (6 years after Unit is sold)
3. Communications to the Association membership
4. Work Orders
5. Unit inspection records
6. Reserve Studies
7. Copies of opinions and advice from professionals.
8. Insurance matters affecting the Association in general
9. Property Manager call logs and status reports
10. Tax records
11. Board and Committee materials
12. Legal files
13. Contracts
14. Electronic mail.

***Synopsis of Association E-Mail Policy: To establish a protocol for the way that Daylesford Lake Condominium Association will incorporate email technology into its efforts to enhance communications with owners and its business practices.***

## **ASSOCIATION E-MAIL POLICY**

### **Daylesford Lake Condominium Association (DLCA) Business Emails**

This policy provides guidance for when and how to use email if you have a maintenance issue to report, a concern about an ongoing project, to ask questions or just to seek clarification. Timelines for reply to such emails are intended to be a standard for more efficient, responsive service. Business Emails are confidential communications between DLCA owners, Management and the Board of Directors. Contents of such emails will be restricted to use by DLCA parties and will be handled in a confidential manner. Anonymous emails or emails without a subject will not be opened or acknowledged.

**Email Format:** Your email should include your full name, a phone number where you can be reached, your Unit number and the subject of the request. A brief, factual description of the issue or problem should include the what, when, where or site and any relevant impact or effect. Please indicate the day and times of your availability if access to the inside of your Unit will be required.

**Management's Procedure:** The Property Manager will acknowledge the receipt of the email within one business day. Owners should allow five days (5) for a reply to items requiring consultation with a vendor and one (1) month for a reply to any issue requiring referral to the DLCA Board of Directors. When a prompt detailed response is not possible, the Property Manager will send a short email estimating when a detailed response will be provided. Response time may be longer for items requiring data retrieval and/or print-out.

**Items that may be submitted by email:** An email describing the issue to the Property Manager at [manager@daylesford-lake.com](mailto:manager@daylesford-lake.com).

|   |                             |
|---|-----------------------------|
| Work Order Requests                       | Report a Rule Violation     |
| General Complaints                        | Mortgage Questionnaires     |
| Appointment to review Documents & Records | Request for Account History |
| Resale Certificate                        |                             |

### **Requests that will not be accepted by Email:**

Items requiring an accompanying payment (Mortgage Questionnaires, Resale certificates, etc.)

Architectural and Landscaping requests must be submitted using the DLCA Architectural and Landscaping request form.

DLCA Documents that are available at [www.daylesford-lake.com](http://www.daylesford-lake.com) (DLCA Governing Documents, Rules, Minutes of Meetings, and Policies etc.).



***Synopsis of Unit Owner Leasing Policy: All proposed leases must be submitted to the Association at least 15 days prior to the effective date of the lease. A lease addendum and occupant forms must be executed and attached to the lease. Failure of a Unit Owner to comply with this requirement may result in a fine. Unit Owners are responsible for their tenant's/occupants actions or misconduct and adherence to the Association's Rules and Regulations.***

### **UNIT OWNER LEASING POLICY**

1. Each Unit Owner intending to lease, or terminate a lease, of his/her Unit, must submit a copy of the proposed lease or termination to the Executive Board at least fifteen (15) days prior to the effective date of the lease, or termination, and prior to occupancy, or vacancy, of the Unit by a tenant. The tenant is not permitted to assign or sublet any lease without the prior approval and consent of Lessor and the Association, and must be in compliance with any Township regulations.
2. All proposed leases must be no less than (1) one year accompanied by the attached lease addendum, executed by both the Owner and Tenant.
3. Tenants must complete the attached occupant form and deliver it to the Executive Board along with the proposed lease and executed Lease Addendum. Occupant forms are also required for occupants of Units that are solely non-owner occupied, whether or not a formal lease agreement exists (such as for relatives).
4. Failure to supply a copy of the lease, Lease Addendum and occupant form prior to a tenant moving into the Unit will result in a \$50 fine every 10 days until the lease is received. It is the responsibility of the Unit Owner to make sure the lease is received in the management office prior to the tenant moving into the Unit.
5. Owners shall be responsible for tenant's/occupant's actions or misconduct and adherences to the Association's Rules and Regulations. Each owner shall be responsible for providing tenants/occupants with a current copy of the Association's By – Laws and Rules and Regulations.
6. In the event of a violation of this Resolution, the Executive Board specifically reserves the right to resort to any and all legal remedies available to it, including assessment of fines, filing of legal action, or both.
7. Submission of the lease, Lease Addendum and occupant form shall accompany payment in the amount of \$50.00, representing an administrative fee for maintenance and retention of leasing files.
8. Any amounts due hereunder shall be collected in the same manner as assessments.

9. These Leasing Regulations shall become effective upon adoption of the Rules and Regulations of which they are a part, and all prior current leases submitted to the Association are grandfathered but remain subject to the provisions of Section 16.01 of the Declaration of Condominium.

10. Unit Owner and Tenant must carry appropriate insurance and provide documented evidence thereof prior to approval of the lease and lease addendum.

11. Leasing Requirements imposed by the Declaration of Condominium

Article XVI

\*\*\*\*

(b) No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of the Master Declaration, this Declaration, the By-Laws and any applicable rules and regulations.

\*\*\*\*

(d) All leases shall provide that the lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and the rules and regulations of the Condominium, as may be promulgated from time to time by the Executive Board. The leasing of a Unit shall not affect the liability of the Owner with respect to his obligations under this Declaration, the By-Laws and any rules and regulations.

\*\*\*\*

(f) In the event the Unit Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and such failure to pay continues for sixty (60) days, the Executive Board shall so notify the lessee of such Unit in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the Executive Board the amount(s) of such unpaid charges or Assessments, subject however to paragraph (d) of this Section 16.01. The amounts of such unpaid charges or Assessments paid to the Executive Board by lessee after the nonpayment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such charges or Assessments to the Executive Board.

(g) In no event shall the lessee be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.

(h) The inclusion of Subsections (d), (f) and (g) of this Section 16.01 in a lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of the form of lease by the Executive Board. Emphasis supplied.

12. Unit Owner and agent (if agent exists) will provide and maintain with the Association all current contract information.

**DAYLESFORD LAKE CONDOMINIUM ASSOCIATION**  
**LEASE ADDENDUM**

Addendum to Lease Agreement by and between Unit Owner \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

Dated: \_\_\_\_\_ for Unit \_\_\_\_\_

The following terms and conditions are incorporated and specifically made part of the above Lease Agreement.

1. Governing Documents. Tenant hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium for Daylesford Lake Condominium Association (“Declaration”), Bylaws and Rules and Regulations (hereafter collectively referred to as the “Governing Documents”) as any or all of the foregoing may be amended from time to time. Tenant further agrees to assume all duties and responsibilities and, except as otherwise specifically provided herein with respect to charges and assessments payable to Daylesford Lake Condominium Association (hereafter referred to as the “Association”) to be jointly and severally liable with the Landlord for all liabilities and for the performance of all obligations applicable to the Unit under the PA Uniform Condominium Act, the Governing Documents, or otherwise during the term of this Lease Agreement. However, Landlord in all events shall retain and may exercise any voting rights associated with the Unit.

1a. Tenant acknowledges receipt of full and complete copies of the Governing Documents in effect as of date of Lease, and further, that Landlord and Tenant have read and understood and agree to abide by same.

\_\_\_\_\_ **Initial** \_\_\_\_\_ **Date**

2. Registration of Lease. A copy of the Lease Agreement, this Addendum and the Census form must be presented to the Association or its Managing Agent at least fifteen (15) days prior to occupancy of the Unit by Tenant.

3. Lease Terms: No lease shall be for a term of less than one (1) year.

4. Use of Unit. In addition to all restrictions contained in the Governing Documents, the following shall specifically apply: (1) No Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the Governing Documents. (2) No lease shall be for less than a whole Unit. (3) No transient or temporary tenants are permitted.

5. Landlord’s Obligation. It is expressly understood and agreed that leasing of a Unit shall not affect the liability of the Owner with respect to his obligation pursuant to the Governing Documents.

In the event the Unit Owner/Landlord shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and such failure to pay continues for sixty (60) days, the Executive Board shall so notify the Tenant of such Unit in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the Tenant shall pay to the Executive Board the amount(s) of such unpaid charges or Assessments, provided however, that in no event shall the Tenant be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment. The amounts of such unpaid charges or Assessments paid to the Executive Board by the Tenant after the nonpayment by the Landlord shall be credited against and shall offset the next monthly rental installment due to the Landlord following payment by the Tenant of such charges or Assessments to the Executive Board.

6. Assignment and Subletting. The Tenant shall not be permitted to assign or sublet this Lease without prior approval and consent of Lessor and the Association, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

7. Amendments and Modifications. If this Lease is amended, extended or modified in any form, a written copy must be presented to the Association or its Managing Agent within ten (10) days of its execution. This Addendum shall survive any modification or extension of the Lease.

8. Conflict between the Terms of the Addendum and the Terms of the Lease Agreement. To the extent that any terms or conditions of the Lease to which this Addendum is attached shall conflict with this Addendum, the terms and conditions of the Addendum shall control and govern.

9. Enforcement. The Association shall be a third party beneficiary of the terms and conditions of the Lease, and shall have the right to enforce same. Furthermore, in the event a Tenant is in violation of the Lease, Declaration, the Bylaws or the Rules and Regulations, then the Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement against the Tenant and the Landlord.

In addition to the right to institute violation procedures against the Tenant and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, has the right, but not the obligation, to file an eviction action on behalf of the Landlord against the Tenant, for any violation of the Governing Documents by the Tenant. Prior to the filing of an eviction action, the Association shall make demand on the Landlord to evict the Tenant. If the Tenant is not evicted by the Landlord within sixty (60) days from the date of the Association's demand on the Landlord, the Association shall be entitled to file such eviction action in the name of the Landlord. Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement.

10. Assignment of Rent Proceeds Upon Landlord's Default. In the event of a default by Landlord in his payment of any financial obligation to the Association, Landlord hereby irrevocably assigns, and directs payment to the Association of so much of any unpaid rental proceeds, up to the total outstanding financial obligation due by Landlord to

Association. Landlord hereby agrees that such assignment and payment by Tenant to Association pursuant to this assignment shall be in lieu of tenant payment of rental to Landlord and shall satisfy tenant's lease obligation to Landlord to the extent of the proceeds properly paid.

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Landlord

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Tenant

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Landlord

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Tenant

Date: \_\_\_\_\_

**DAYLESFORD LAKE CONDOMINIUM ASSOCIATION RENTAL OR NON-OWNER OCCUPIED UNITS**

(ALL INFORMATION WILL BE KEPT CONFIDENTIAL)

**I. OWNER INFORMATION:**

A. Name(s) of Owners(s): \_\_\_\_\_  
\_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number(s): Home: \_\_\_\_\_  
Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
E-Mail \_\_\_\_\_

B. Emergency Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

C. Rental Agent (if any) Name: \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**RENTER INFORMATION: A SIGNED COPY OF THE LEASE MUST ACCOMPANY THIS FORM AS WELL AS PROOF THAT THE TENANT HAS A COPY OF THE ASSOCIATION BY-LAWS AND RULES AND REGULATIONS SUPPLIED BY OWNER**

A. Name(s) of Renters(s): \_\_\_\_\_  
\_\_\_\_\_  
Unit Address: \_\_\_\_\_  
Phone Number(s): Home: \_\_\_\_\_  
Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

B. Rental Term Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

C. Rental Agent (if any) Name: \_\_\_\_\_  
Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**Attach a current copy of the lease**

**Return this completed form and attached lease to:** Daylesford Lake Condominium Association  
183 Daylesford Blvd, Berwyn, PA 19312

**Synopsis of Snow Removal Policy: Snow removal from certain Common Areas is done if the snow is 2 inches or more and requires the cooperation of Unit Owners. Snow removal from driveways and walkways is a Unit Owner responsibility and arrangements for its removal can generally be made in advance.**

## **SNOW REMOVAL POLICY**

### **Common Areas**

Snow removal will generally be done if the snow is 2" inches or more and generally after the snow has stopped falling.

Vehicles may not be parked on the street during snow storms to allow snow plows to remove the snow.

The order of snow removal is as follows:

1. The hills (Daylesford Blvd.) will be plowed first
2. Streets and circles next
3. Aprons (the part at the bottom of the driveway)
4. Mail Huts
5. Drains and Hydrants
6. Overflow parking areas

You are expected to cooperate with the snow removal:

1. Do not shovel or permit snow to be plowed onto the street.
2. Do not park your car on the street as it hinders the plowing.
3. If you are parked in the overflow parking areas, the plowing of its open areas will be attempted but the plow may not be able to maneuver close enough to your car to free it completely. The plow may not return, so you may have to arrange for some shoveling.
4. Vehicles must not be parked at the end of Cul De Sac Circles to allow snow plows to turn around. This is a Tredyffrin Township snow rule.

Most of All, Please be patient! Everything will be done according to the order mentioned above. The time required to clear snow may depend upon the nature and intensity of the storm and the contractor may be required to return the next day, if necessary, subsequent days, to complete the clearing.

### **Driveway and Walkways**

Clearing snow from driveways and walkways is a Unit Owner responsibility.

If you use a contractor other than the Association's contractor, you must comply with the Contractor Insurance Requirement Policy. See Table of Contents or Index.

**Synopsis of Vendor Policy: The following guidelines have been set forth to regulate the procedures followed by the Association in the hiring of vendors to provide services to the Association.**

### **Vendor Policy**

1. The Association will hire qualified vendors with experience working with Associations where possible.
2. This policy will not apply to property management contracts or utility providers.
3. Vendors are required to disclose any conflicts of interest with the Property Management Company, homeowners, Board members or other vendors doing work for the Association or the Property Management Company.
4. Vendors will not give the Property Manager, Board members or homeowners any gifts, payments or services without charge.
5. The Association will provide the prospective vendor with a detailed written scope of work or specifications outlining the work to be performed, the duration, payment schedule and location.
6. The Association will request several proposals from different qualified vendors wherever possible and as the governing documents require.
7. Vendors will provide the Association with written proposals outlining the scope of work, terms and cost for services that they will provide to the Association.
8. Vendor contracts will include standard provisions related to scope of work, schedule, cost, insurance and indemnification and release of liens where appropriate.
9. The vendor will provide the Association with a schedule including start and end dates and the number of resources and quantity of material to be used for the work.
10. The vendor will provide regular written and verbal updates to the Association of progress on the planned work.
11. The vendor will provide the Association with written notice of changes in the schedule and resources prior to these changes being agreed and approved.
12. The vendor will provide the Association with written change orders detailing any changes to the scope of work that include time and cost estimates. The Association will approve these changes in writing.



13. The vendor will allow the Association, its Property Manager, and other agents, to inspect the quality of work performed and may require part or all of it to be redone under certain circumstances if it does not meet the terms agreed in the contract.
14. Vendor agrees to provide the Association with detailed, accurate and complete invoices to the Association in a timely fashion.
15. Vendor will provide the Association with current certificates of insurance that meet its requirements prior to starting work.
16. The vendor will provide the Association with updated insurance certificates for ongoing work as necessary.
17. The Association will inspect the work when completed and provide the vendor with a list of any deficiencies to be corrected.
18. The Association will review vendor invoices and notify the vendor in writing of any issues to be corrected.
19. The Association will pay the vendor in a timely fashion in accordance with the terms of the signed agreement.
20. Upon completion of the work, the vendor will provide the Association with a release of lien as appropriate and as agreed in the contract.
21. Vendors performing work within the Condominium area for residents or the Association shall remove all equipment and material within a reasonable time following completion of the work and acknowledge compliance with this policy.
22. Vendors will keep the worksite clean, including removing all trash, at the end of each work day.
23. All vendors will maintain all required insurance, licenses, permits and required registrations.
24. Upon completion of the work, contractors will remove from the property all equipment, materials, tools, trash and will clean up the work site.
25. Vendor will maintain all tools and equipment in a safe operating order.

***Synopsis of the Major Project Management Policy: Based upon our experience in running the Association's major renovations, a list of considerations has been developed and set forth below as a guide for future projects.***

### **Major Project Management Policy**

1. Review Capital Reserve Study or Preventive Maintenance plan to determine the possible extent of the work to be performed throughout the community.
2. Review work orders and Unit Owner requests over the last several years as well as recent spending to determine the extent of the work required and amount of spending incurred.
3. Determine if there is a pattern of issues throughout the community that will help predict the expected future amount of work required.
4. Interview experts such as engineers, architects or others who can advise the Association on solution approaches to the issue.
5. Ask experts to develop detailed specifications or plans that can be used to develop estimates for the cost of the work to be performed.
6. Develop budget and funding options available to the Association on a short or long term basis. These could include borrowing, special assessments or increasing monthly assessments.
7. Interview qualified vendors provided to the Association by experts or other references.
8. Select vendors to perform the work.
9. Develop contract terms that include costs, schedules, resource plans and project performance measurement and management tools and use legal advisors to support this.
10. Interview and select professional advisors to supervise project work if necessary.
11. Develop contract terms and performance management tools and reports for project advisors.
12. Develop a communication plan with Unit Owners to provide updates on project plans including schedules, scope of work, funding and costs. These can include meetings and information packages.
13. Document project progress including photographs, quantities and written regular reports from contractors and inspectors.
14. Monitor project schedules and payments to ensure that cost and progress targets are being met. Take corrective action with vendors, Unit Owners and supervising experts if necessary to bring the project back on track. Meet with vendors and experts on a regular basis.
15. Ensure that Unit Owners have a mechanism to document issues that can be tracked by inspectors.
16. Ensure that inspectors are working systematically to complete punch list items.
17. Document vendor and expert payments including quantities and costs compared to budgeted amounts.
18. Provide Unit Owners and Board members with regular project progress updates.

***Synopsis of Property Management Duties Policy: An overview of the Property Manager's duties to be performed as a function of management of the Association is set forth below.***

**Property Management Duties Policy**

1. Provide an accurate and timely accounting of all financial transactions.
2. Provide to Association a copy of all vendor and management company invoices.
3. Respond to Unit Owner communications, such as work order or architectural and landscaping request information or account queries including phone calls, emails, letters and personal visits to the office in a timely and professional manner.
4. Secure proposals, obtain contracts, oversee and monitor vendors' performance for contracted work.
5. Perform property inspections on a regular basis noting deficiencies and violations. Communicate these to the Board and Unit Owners with appropriate action in a timely manner as required by the governing documents.
6. Manage the implementation of preventive maintenance plans for the community.
7. Oversee repairs and maintenance to common elements and limited common elements as appropriate.
8. Ensure that vendor invoices and Unit Owner assessments that are outstanding are reviewed and monitored on a monthly basis.
9. Work with the Association's counsel to ensure that the collection policy is followed and that the Association's interests are being monitored on a monthly basis.
10. Review monthly expenses compared to budgeted amounts.
11. Prepare meeting agendas and regular updates of Association activity for the Board.
12. Prepare written communications concerning Association activities and events to be distributed to Unit Owners in accordance with the governing documents.
13. Work with the Association's counsel and other experts to provide the Association with professional advice when necessary.
14. Document and log interactions with Unit Owners and vendors including phone calls, personal visits and other requests.
15. Ensure that Association documents including contracts, correspondence, financial information, Unit Owners files and e-mails are secured.
16. Work with the Association's insurance broker to ensure that coverage is kept current and assist in processing claims.
17. Ensure that provisions of the Association's governing documents, rules and policies are enforced in accordance with Board decisions and other professional advice obtained by the Association.
18. Prepare resale certificates and fill out mortgage questionnaires.
19. Attend regularly scheduled Board meetings and Annual Unit Owner meetings.

**Synopsis of Vehicles and Parking Policy: This policy includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations.**

**Vehicle and Parking Policy**

**Declaration, Section 16.02 (m), mandates the following Policy and Rules:**

a. Automobiles

All roads, parking areas and driveways on the Daylesford Lake property shall be used for licensed, registered, state inspected and operational four wheel passenger automobiles only. No automobile is allowed to be stored in the community parking areas for long periods of time.

b. Trucks and Recreational

No trucks or commercial (see Definitions, page 7) (whether or not so registered with the Department of Transportation) vehicles, (other than Pickup trucks for personal use) and no recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, horse trailers or boats, house trailers, boat trailers, buses, watercraft, camping vehicles, non-motorized, off-road or all-terrain vehicles, shall be parked in Daylesford Lake except:

- (1) On a temporary basis in connection with Unit or Common element repairs, maintenance or construction only, or
- (2) If kept entirely within the Unit garage with the garage door kept closed except for exit or entry.

c. Motorcycles and Mopeds

Motorcycles and mopeds shall be parked only on paved parking areas of the Unit property. They may not be stored in Community Parking Areas.

d. Limousines

Limousines are deemed to be commercial unless the Owner can demonstrate that such vehicle is their primary source of transportation.

e. All- terrain vehicles, motorized scooters or bicycles, skate boards, standing scooters or any other type of unlicensed motorized transportation must be parked in the garage.

f. Vehicle Identification

In order that the Association might identify vehicles which need to be moved for Common Element maintenance or for violating the Vehicle and Parking Policy and the Rules relevant thereto, the Association, if the Board determines it to be necessary, may require all residents to register their vehicles with the Association providing the license tag number and the name, address and phone number of the registered owner. If the Board decides to adopt such a policy, timely advance notice will be given to all residents together with a reasonable time for compliance.

g. First violation will be addressed by a warning letter including photos from the Property Manager. Subsequent violations will be assessed \$25.00 per occurrence with no further notice required. Copies of photos along with the assessed fines will be kept in the office.

## **RULES REGARDING USE & STORAGE OF VEHICLES**

1. No resident shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle (motorized or not) upon any part of the property. This includes, but is not limited to, engine tune-ups, oil and other fluid changes.
2. Vehicles must be maintained so as not to damage the parking areas and macadam surfaces (viz., leaking oil, gas or other fluids). The Association shall cause the Owner of the Unit to which the vehicle is associated to pay for any necessary repairs to the Property. Such expenses shall be an assessment to the unit account of said Owner.
3. An abandoned vehicle is any vehicle that does not have current inspection, a current license plate tag or is in a state of non-operative condition (e.g., flat tire, no tires, no engine) The Owner of said vehicle will be identified by the Property Manager and will be notified by the Property Manager that said Owner shall have seven (7) days from the date of the notice to remove the vehicle, or the vehicle will be towed at the Owner's expense. Said notice will provide the Owner with information concerning the address and telephone number of the towing service and the charges that will be incurred.
4. Parking is NOT allowed on the streets. Owners of vehicles parked on the street will be given written notice to remove the vehicles and, if the vehicles are not removed in accordance with the notice, said vehicle or vehicles may be towed at the owner's expense and/or the owner may be fined.
5. The Community parking spaces located on the Common areas are provided primarily for guests to keep the streets free from parking. To facilitate that purpose, resident use should be reasonable and not conflict with the Association's objective of maintaining the clean, orderly appearance of the Community. Other than as provided in a. Automobiles above, storage of Vehicles on Community parking spaces is prohibited. Residents using Community parking space should accommodate fellow residents needing parking for personal gatherings by moving their vehicles in a timely manner.
6. Garage doors shall be kept in the closed position unless garage access is necessary.
7. Vehicles which emit loud noise or unpleasant odors offensive to residents, or which do not comply with PA vehicle regulations, are prohibited.
8. The Board shall have the right to move or have towed away any vehicle not conforming with these regulations at the expense of the responsible resident or Unit Owner (including any expenses incurred by the Association, including legal fees), and without liability for damage caused to the moved or towed vehicle.
9. Washing and/or waxing vehicles is allowed in driveways.
10. Double parking on streets is prohibited at all times.

11. The speed limit is whatever is safe, but not to exceed twenty five (25) mile per hour.
12. Commercial vehicles may be temporarily parked in the streets or driveways while making deliveries but may not remain overnight unless prior written permission is obtained from the Board.
13. Storage of any motor vehicle, mobile home, R.V., camper, trailer, horse trailer, commercial vehicle, boat, trucks larger than 3/4 ton, or trailer in common area parking is strictly prohibited.
14. Residents are responsible for removal of any oil or grease marks on driveways or sidewalks.
15. Any oil or grease marks, or damage to any common area having to be removed or repaired by the Association will be assessed to the responsible Unit Owner (see also Common Area Rules).
16. All Unit Owners/residents shall be responsible for their guests with regard to these rules and other rules of the Association.
17. No trailer, camper, recreational vehicle, boat or inoperative or unregistered automobile shall be parked in the community.
18. No toys, bikes, skateboards or other items of personal property is to be left or stored in the common area.
19. Loud music from automobile radios is not permitted at any time within the community. Volume should be turned down when entering the driveway.
20. The Condominium Association, the Board of Directors, and the Management Company shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may occur as to any vehicle.
21. THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE PARKED UPON THE ASSOCIATION PROPERTY OR UPON ANY UNIT OWNER PROPERTY.
22. Any Parking on the lawn or landscape is absolutely prohibited at all times. Vehicles are specifically prohibited from parking in areas designated as "NO PARKING" areas, or in front of driveways, mail huts, fire hydrants, or near corners or stop signs. The Association will not be responsible for damage to vehicles impeding access by emergency vehicles.
23. Residents may be required to temporarily remove vehicles from driveways or designated areas during periods of construction, repaving or repair of Association property. Failure to remove vehicles may result in the vehicle being towed at the owner's expense. Written notice of the need to remove vehicles will be provided in advance.



## **DAYLESFORD LAKE ARCHITECTURAL AND LANDSCAPING STANDARDS AND RULES**

### **Introduction**

This section of the Rules and Regulations applies to all Unit Owners, tenants and residents and sets forth various standards and guidelines for Daylesford lake Condominium. It is important that we, as a community, maintain a uniform appearance to preserve the beauty, character and quality of our development. We greatly appreciate your adherence to the within standards and guidelines. The Board's interpretation of these Architectural and Landscaping Standards and Rules shall be final.

Neither the Association, management company, nor any of their officers, directors or agents (management company) shall be liable in damages to anyone submitting any plan or request to them for approval, or any other owner affected hereby, by reason of mistake in judgment, negligence or nonfeasance arising out of or in the connection with the approval or disapproval or failure to approve, any such plans or request.

### **Work Performed by the Association's Landscaper**

The main duties of the Association's landscaper is to maintain the Common Area (trees, shrubs, bushes, and lawns in the Common Areas, and flower beds in the fronts and sides (where appropriate). Unit Owners may not ask the Association to stop maintaining the landscaping around their unit. Unit Owners may ask to allow their own landscapers to perform additional maintenance work. They are not responsible for the maintenance of such items located in the rear flower beds of the Units.

Please bear in mind that the Landscapers have to maintain the entire community and cannot provide personal landscaping services to individual Unit Owners.

All landscaping work is based upon our landscaping contract schedule and the contractor follows a routine throughout the Community. Please do not request the landscapers to alter their routine. A copy of the landscaping schedule is available for inspection in the office.

**A. GENERAL**

1. The Association may deny any request which would, in their discretion, unreasonably impair a neighbor's view or enjoyment of his/her home or would otherwise be detrimental to the Community.
2. Neither the Association, nor the Board of Directors is responsible for the workmanship, quality, or conformity with contractual specifications of any construction. These issues are matters between the homeowner and the contractor.
3. Approval of the project application should not, and is not intended to be, an endorsement of the project, contractor(s), plans, specifications, or any materials used in the project.
4. No application will be considered by the Association if there are any outstanding assessments due (including fines) or any uncorrected violation(s) of the Association Documents.
5. No Unit Owner shall alter or paint any exterior portion of a Unit.
6. Unit Owners must submit a written application, Contractor Insurance, Release and Indemnification (using forms supplied by the Association, see Architectural and Landscaping Requests) through the Property Manager to propose alterations to the exteriors of their Unit including, but not limited to, patios, decks, walkways, driveways, windows, doors, lighting, other exterior finish or component, landscaping, along with plans, if necessary, to the Association.
7. The Property Manager and the Board of Directors shall monitor the Units, Common Elements and Limited Common Elements to ensure compliance with architectural and landscape standards and approved plans for alteration or improvement.
8. Any complaints regarding actions of the Property Manager or the Board of Directors of the Association or other Unit Owner must be submitted, in writing. If the complaint is about a Unit Owner, the report must be accompanied by the section in the Rules and Regulations, By-Laws, or Declaration that is being violated. If the complaint is regarding the Board or a Unit Owner, the complaint is to be submitted to the Property Manager. If the complaint is regarding the Property Manager, the complaint is to be submitted to the President of the Board.
9. Requested approval of Applications and Plans.
  - a. If the Township makes changes to the plan, the Association must be notified of any changes to make sure they do not conflict with any Association architectural standards, which may require re-hearing before the Board to reconsider the application in light of those changes.



- b. Approval of all requests is conditional on the applicant agreeing that the requested modification, when complete, will in all cases maintain proper grading/drainage underneath and around any modification.
  - c. In no case may the applicant proceed with the propose undertaking until all necessary prior approvals have been received in writing.
  - d. All approved exterior improvements or projects must be completed within a six month period from the commencement of the project. Approved applications will expire six (6) months from the approval date. Any modification to the original approved application must be resubmitted as a new request.
10. The Board may, pursuant to and within the limitations of the Declaration and By-Laws for Daylesford Lake Condominium Association, amend these Rules, Regulations and Standards from time to time.

**B. SPECIFIC CHANGES, ALTERATIONS AND INSTALLATIONS**

- 1. No specific provision contained herein shall be deemed to limit any general provision. The provisions of these Architectural Guidelines shall be deemed to be independent and severable, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall continue in effect as if such invalid or unenforceable provisions had not been included. Whenever the Board approval or consent is required, such approval or consent may be granted or denied at the sole discretion of the Board.
- 2. Architectural Request Applications must be architecturally, structurally and aesthetically compatible with the design, character and theme of the community.
- 3. No Unit Owner shall install any additional exterior lighting including but, not limited to security lights, spot lights, deck lights and ground lights, without the prior written approval of the Board. Homeowners must maintain any approved lighting fixtures in good working order.
- 4. Permanent swimming pools are not permitted. Small wading pools must be emptied and stored on the patio or deck at the end of the day of their use. Sandboxes must be kept on deck or patio area only. No fountains, ornamental water features, or decorative ponds are allowed.
- 5. Attached structures do not enhance the planned architectural character of the community and are not permitted. This includes but is not limited to storage sheds, playhouses, pet houses or shelters, green houses, permanent barbecues

(brick or stone), etc. No gazebos, railings around patios, outbuildings, tent, shack, shed, above-ground swimming pools, fish ponds or other buildings or improvements of any kind shall be placed upon the property or upon any Common Area, which is defined in the Declaration of Condominium as "...all portions of the Condominium other than the Units...".

6. No sign or notices of any kind shall be displayed, posted, attached to poles in public view on a Unit or Common Area which includes stop signs, street lamps, tennis court or pool fencing or mailbox huts. Real estate for sale signs and/or for rent signs are permitted only if displayed from the interior of a unit. Real estate for sale signs are not permitted to be placed on the exterior of any unit. Illuminated signs of any kind are prohibited. Open house signs are only permitted in front of the unit on the day of showing.
7. No solar panels or similar installations may be placed upon any Building unless approved by the Association. No radio station or shortwave operations of any kind shall operate from any Unit, unless approved by the Board.
8. No outside shades, awnings, trellis, grape arbors, exterior window, egress window, or door guards or grates, ventilators, fans, air conditioners or like devices shall be used in or about the windows or exterior of the buildings, except those that have been approved by the Board and after a written request for such has been submitted, reviewed and approved by the Board.
9. No detached flagpoles or non-portable basketball backboards of any kind will be permitted. Under no circumstances may the basketball unit be placed in the roadways, near mail huts and/or in any portion of the Common Open Space. Basketball backboards or hoops are not permitted to be attached to any residential unit.
10. No above-ground tank for storage of gas, other flammables, or liquids may be maintained with the exception of standard size (17.0 lbs.) propane tanks for the expressed purpose of gas grilling.
11. Deck installations are subject to standard specifications as determined by the Board of Directors. Such specifications shall include construction methods (consistent with township code), footers where necessary, use of pressure treated wood, approved composites, permitted railing styles and deck size. Decks are to be stained only with the approved sealers. Approval of all deck requests will be contingent on a building permit from the township. (See Decks, Patios, Driveways, Walkways and Garage Door Policy)
12. With permission of the Association, homeowners can enhance their patio with decorative pavers.
13. One birdbath, lawn ornament or bench may be placed in the Unit bed attached to the Unit. It may not be on the lawn area or any bed not attached to the Unit. The item may be subject to review by the Board of Directors. If it is not in keeping with

the decorum of the community, you shall be required to remove the item. If you have any question as to the suitability of your addition, contact the Property Manager before adding it to the Unit bed. By placing it in the Unit bed, without approval, you are agreeing to remove it if so requested.

14. Storm doors are permitted upon request and only of a type and style approved by the Association in order to ensure the architectural harmony and consistency originally intended by the Association. Design type and sources can be obtained from the Property Manager. Under no circumstances may ornamental grates or bars or stained glass be permitted to be placed on doors or on windows.
15. Request to install attic ventilators or fans must be approved by the Board. Attic ventilators or other mechanical apparatus requiring penetration of the roof surface should be as small in size as functionally practical. Attic ventilators or fans may only be installed on the rear roof. They should be located on the least visible side of the roof and not to extend above the roof ridgeline. Attic ventilators or fans above the roof line should closely match the color of roof shingles and/or exterior of unit in color. Accepted colors include black or charcoal.
16. No fence, wall or other obstruction shall be erected, placed or constructed.
17. Window mullions (grills) must be uniform within each individual unit. This means, all doors, windows, including attic dormer windows, must have mullions or grills.
18. Unit Owner must submit an Architectural and Landscaping Request and receive written approval prior to installation of Satellite dishes. Association guidelines are subject to section 207 of the Telecommunications Act of 1996, and any applicable Federal Communications Commission (FCC) regulations there under which shall prevail in the event of a conflict between the provisions of these Architectural Guidelines applicable to antennas and satellite dishes.
19. All requests for exterior satellite dishes must meet the following criteria:
  - a. The diameter or diagonal measurement of any outside television or internet satellite dish cannot exceed one (1) meter or 39.37 inches.
  - b. Satellite dishes must be placed in the least obtrusive location possible, preferably at ground level, installed in accordance with Tredyffrin Township zoning ordinances. By order of preference, satellite dishes may be installed: (a) behind the home, in the landscaped beds to the rear home. If a homeowner wishes to install a satellite dish in a different location, e.g., deck surface/railing, but is subject to reasonable restrictions intended to minimize the visual impact of such attachment and to otherwise maintain the appearance and aesthetic values of the community.
  - c. No satellite dishes or antennae are permitted in any portion of the Common Open Space.

- d. Antennae and satellite dishes situated on the ground and visible from the street or neighboring lots should be buffered by landscaping; assuming an acceptable quality signal can be received. If landscaping does not exist, the Association may require installation of same.
  - e. Mounting must be done in accordance with the satellite dish installation guidelines issued by the manufacturer so as to prevent damage due to adverse weather conditions, e.g., high winds, ice, etc.
  - f. All wiring running along the ground should be buried at least six (6) inches and all wiring above ground must be concealed and should be run inside the unit as much as possible. Any exposed wiring must be camouflaged to match the color of the unit.
  - g. All installations must be performed by an insured contractor.
20. Radon systems are not permitted to be installed at the front of a Unit, Unit Owner must submit an Architectural and Landscaping Request and receive written approval prior to installation.
21. Egress windows are not permitted to be installed at the front of a Unit. Unit Owners must submit an Architectural and Landscaping Request and receive written approval prior to installation. All egress windows must meet all applicable Tredyffrin Township ordinances and regulations require.
22. Additional skylights or dormer windows are not permitted.
23. Exterior Hot Tubs are not allowed. Hot tubs which were part of original construction are grandfathered.
24. Patios at the front of a Unit are not permitted.
25. Extractor fans which penetrate the building envelope may not be installed without first filing an Architectural and Landscaping Request Form and receiving approval for the installation.
26. No exterior lines, including but not limited to, gas, electric, or water, may be installed without first filing an Architectural and Landscaping Request Form and receiving approval for the installation.
27. No external generator, permanent or portable, may be installed (except a portable generator actually used in an emergency) without first filing an Architectural and Landscaping Request Form and receiving approval for the installation.
28. Unit Owners must submit an Architectural and Landscaping Request and receive written approval prior to installation of new hot water heaters and furnaces that require venting to the outside.

### **C. CONDITIONS OF ARCHITECTURAL APPROVAL**

In addition to any conditions which may be imposed by the Association in issuing any architectural approval, the following conditions shall be deemed incorporated into

all approvals, including approvals issued on appeal, as well as the decisions of all arbitrators, and to have been accepted and agreed to by the submission of an application for architectural approval, without regard for whether such conditions are stated in any approval or decision issued:

1. The homeowner shall obtain such building permits as may be necessary under prevailing federal, state, local or municipal statutes, laws, codes or ordinances before any materials are delivered to the site, and before starting work on the proposed improvements; and
2. The issuance of an approval by the Association shall not be deemed to be, or to effect, a waiver of the need for the homeowner to obtain all necessary building permits before proceeding with the proposed improvements; and
3. The homeowner shall be deemed to have irrevocably covenanted and agreed to indemnify, defend and hold the Association, Board, harmless from all claims, costs, demands, judgments and losses (including attorneys' fees) arising from, or in relation to (a) the ARC's performance of their review and approval functions in the manner contemplated by these Architectural Guidelines; (b) the construction, maintenance, repair, replacement and use of the proposed improvements; (c) any materials, labor or services delivered; furnished or rendered to or for the homeowner with respect to the construction of the proposed improvements; and (d) any personal injuries or property damages suffered by any person which arise from the proposed improvements and/or the construction, maintenance, repair, replacement and/or use of the proposed improvements.
4. The homeowner and/or the homeowner's general contractor, as applicable, shall maintain workmen's compensation and liability insurance in an adequate amount throughout the course of the construction of the proposed improvements.
5. The proposed improvements shall be performed and completed, and insured, maintained, repaired and replaced at the sole cost and expense of the homeowner; and
6. The homeowner shall be deemed to irrevocably represent and warrant that the proposed improvements shall be completed in strict compliance with all plans and specifications approved and all applicable building and fire codes; and

7. The homeowner shall be deemed to irrevocably represent and warrant that no hazardous substances will be used, installed, transferred, stored, treated or held upon the Property during the course of constructing the proposed improvements; and
8. The homeowner shall be deemed to irrevocably covenant and agree that upon completion of the proposed improvements, all disturbed portions of the Property shall be promptly returned by the homeowner to the condition, function and appearance which prevailed thereon prior to the start of work at the sole cost and expense of the homeowner.
9. Neither the Association, the Board, nor the ARC shall be responsible for determining the safety or structural soundness of any proposed structure, building or other improvement or the compliance thereof or of the plans and specifications relating thereto with applicable laws, regulations, ordinances and building codes.

#### **D. RULES REGARDING LANDSCAPING**

1. Responsibility for the maintenance and replacement of trees, shrubs, lawn, turf and beds shall be as set forth in the Responsibility Chart forgoing.
2. Owner must maintain any Owner-installed landscaping, including materials and flowers at the rear of the unit.
3. The Association may, from time to time, provide Unit Owners seeking landscape changes with a list of planting materials that are recommended and not recommended for use in the community.
4. Edging of borders of landscaped beds with brick, wood, railroad timbers, rocks or ornamental stone is not permitted.
5. No additional garden areas (areas intended primarily for flowers, annuals and perennials) may be installed without first submitting a request and receiving written approval of the Board. Approved existing garden areas on a Unit shall be maintained by the Unit Owner (including mulch applied annually, routine weeding, pruning and trimming as needed and removal of dead materials). If a Unit Owner fails to maintain a garden area, the Association, at its option, may maintain the garden area, or cause the garden to be returned to its previous state, either option at the expense of the Unit Owner.
6. Vegetables shall not be grown on any portion of the Common Area. They may be planted in pots on decks.

7. Permanent flower boxes are not permitted. Window boxes on deck railings are permitted provided they are kept in good condition.
8. Temporary plants in containers shall be properly maintained and removed by December 1<sup>st</sup>.
9. Landscape Guidelines (also, see Responsibility Chart etc.)

**a. PLANTINGS & LANDSCAPING**

Over the years, many Unit Owners have added new plantings, trees, shrubs, perennials and/or annuals or have replaced plantings which have either died or require an unusual amount of care to keep a well maintained appearance. As a condominium association, while there is room for individuality, a certain level of landscape conformity must be maintained. In order to assure your compliance, you **MUST** consider the following criteria when selecting replacement or new plantings.

- . Does the planting fit into this community?
- . Does the planting affect site drainage?
- . Will the planting affect your neighbor or his/her unit area adversely?
- . Is the planting suitable in size (final growing size) to the surrounding area?
- . Is the planting suitable for the growing conditions within the proposed site?
- . Is the planting disease resistant and low maintenance?

Within your own existing beds, annuals and perennials may be added without prior board approval. Any changes to the size of beds, such as enlargements, require prior written approval. You **MUST** consider the above criteria when selecting such plant materials. If you choose to add perennials or annuals to your beds, you should be aware that the Association's landscaper may not weed your beds. While the addition of plantings may enhance the appearance of the plant bed, it becomes the homeowner's responsibility to keep these plants neat and orderly. Those Unit Owners who do not want such responsibility should refrain from adding new plant materials which they will not be willing to maintain. If such plantings are not maintained by the Unit Owner, the association may remove or maintain such at the Unit Owner's expense.

Creation of flower beds or planting(s) cannot extend into any lawn area. Requests for additional landscaping beds will only be considered if installed directly beyond the rear deck, not to exceed dimensions of three (3) feet in width and the length of deck. Unit owners are responsible for watering. Unit owners are responsible for the maintenance of any Unit Owner installed flower beds in the rear of the unit. The Association will not maintain the inside of the perimeter of the bed.

**WITHIN EXISTING BEDS: Shrubs or replacement trees listed in Appendix A, MAY BE PLANTED WITHOUT APPROVAL BY THE BOARD, IF THE CRITERIA OUTLINED**

PREVIOUSLY ARE MET. The addition of new beds, new trees, plant materials other than those listed in Appendix A REQUIRE BOARD APPROVAL PRIOR TO PLANTING.

SIGNIFICANT CHANGES TO LANDSCAPING DO REQUIRE PRIOR APPROVAL BY THE BOARD. Examples of such changes include the planting of additional trees, adding new plant beds, altering the size of an existing plant bed by more than a few inches, addition or change to a patio or deck, etc. In order to make such changes, a written request is required. The unit owner must submit the Landscape and Architectural Request form (attached) to the board for the purposes of gaining such approval. Appropriate drawings or plans for such changes should be submitted with this form. The board will then evaluate the effect of your plan on the general maintenance costs and on other residents within the community and on the overall appearance of the entire community. While each resident may have his or her particular landscaping style, it is important to make sure there is a certain level of balance between each unit's landscaping and appearance.

In NO CASE should healthy, plant material installed by the Association be discarded without prior Association consent. The Association may be able to use some of your existing plant material at another site within the community. Contact the Property Manager to see if this is the case. The Board will arrange to have these materials planted in another location after their removal.

Individuals with limited landscape design ability are encouraged to consult a professional landscaper. We are fortunate to have a number of reputable landscape centers in our area that will be able to answer many of your questions and make useful landscaping suggestions.

**b. LAWN CARE:**

Each resident is responsible for watering the lawns and plants near that resident's unit.

New plantings will require more care than established planting. While it is important to provide adequate watering amounts, it is also important not to overwater. Over watering can be as deadly as under watering.

In order to avoid disease, lawns should be watered at times which will allow sufficient time for drying prior to night fall. During the spring and fall months, an average lawn should be watered approximately one inch per week. During the hotter summer months, an average lawn should be watered 2 to 3 times per week with an approximate weekly total for all waterings of 2 inches. Deep watering promotes good root development while frequent light waterings do not prepare your plants for drought situations. If you live in a wet area of the development or a particularly dry area, you may have to adjust your watering schedule accordingly. During periods of high rainfalls, supplemental watering may become unnecessary.

You should not leave your sprinklers or hoses permanently in the yards where they may interfere with lawn care. In the same light, any other personal belongings, such as lawn



furniture and outdoor recreational equipment, should also be removed from the common grounds when not in use.

Mulch should be at least six (6) inches away from tree trunks and Unit siding in order to allow oxygen to the base of trees and to prevent moisture accumulation to the base of Unit siding. Only high quality bark mulch should be used.

If the Association plants grass seed, plants or shrubs at the outside of any Unit, the Association will be provided by the Unit Owner access to a hose and a working water spigot from which the plantings may be watered as the Association considers necessary.

Only the Association's licensed contractors are permitted to use pesticide sprays. This is in compliance with state regulations.

IN SUMMARY, water lawns and plantings as needed. Deep watering is more beneficial than frequent light waterings. Keep the common areas free of personal belongings.

Plants, trees, and lawns which die due to owner neglect are not the responsibility of the Association. We all want the entire community to look its very best so let's all work towards this common goal. If you see a tree or bush with some insect infestation or one that appears to have some other type of problem, please help us out by notifying the Property Manager.

#### **APPENDIX A: TREES AND SHRUBS OF DAYLESFORD LAKE**

|                |                    |
|----------------|--------------------|
| Ash            | Hemlock            |
| Arborvitae     | Honeylocust        |
| Azalea         | Holly              |
| Viburnum       | Hydrangea          |
| Barberry       | Inkberry           |
| Beech          | Japanese Andromeda |
| Blue Spruce    | Japanese Crabapple |
| Boxwood        | Japanese Maple     |
| Bradford Pear  | Japanese Spurge    |
| Burning Bush   | Juniper            |
| Cedar          | London Planetree   |
| Cherry         | Linden             |
| Crabapple      | Lilac              |
| Cotoneaster    | Maple              |
| Cypress        | Magnolia           |
| Dawn Redwood   | Pin Oak            |
| Dogwood        | Pine               |
| Douglas Fir    | Plum               |
| Downy Shadblow | Poplar             |
| Euonymus       | Sycamore           |
| Franklin Tree  | Quince             |
| Forsythia      | Winterberry        |
| Hawthorne      | Yew                |

## **IN SUMMARY:**

If you plan to add plant material (annuals, perennials, shrubs or replacement trees) to your existing beds and have met all the above outlined criteria, no formal plan need be submitted.

- If the new plant material does not meet all these requirements, and you add it to the beds without prior approval, you may be asked to move or remove it from the beds.
- If you have any questions as to the plantings suitability, you should discuss your landscape changes with the Property Manager prior to planting.
- If you want to remove existing healthy plant material, the managing agent **MUST** be notified so the board may decide if the plant material can be used elsewhere.
- If you plan to make substantial changes to your landscaping, add new trees, add plant materials not listed in Appendix A, or add new beds, a formal plan and Architectural and Landscape Change form must be submitted to the Property Manager for Board consideration.

### **c. MULCH:**

The landscape company will come around each spring and mulch the plant beds and trees. Shredded hardwood mulch has been selected as the community mulch. The use of any other type of mulch or other materials will require prior written board approval.

### **d. VINES OR PLANTINGS DIRECTLY ATTACHED TO STUCCO, STONE OR WOOD SIDING:**

Such plantings **ARE NOT ALLOWED**. In the past, damage to the stucco, stone and siding has resulted from allowing plants to grow up the walls. Such damage is costly for the Association to repair. If you currently have any such plantings, please remove them.

### **e. VEGETABLE GARDENS:**

Vegetable gardens **ARE NOT ALLOWED** to be planted on common elements, as per condominium documents. You may, however, have container plantings of vegetables on your deck.

10. All hoses and watering devices must be neatly stored when not in use. Such devices must be removed from the exterior from December 5<sup>th</sup> until March 31<sup>st</sup>. All water lines to outside spigots must be turned off inside by December 5<sup>th</sup> in order to prevent water damage due to freezing pipes.

11. The existing slope or grading around a Unit shall not be altered, nor shall any structure or retaining wall be erected or other activity taken which retards, impacts, changes or otherwise interferes with the natural flow of surface drainage waters or which creates erosion or related problems or disturbances.

12. Unit Owners are responsible for watering lawns, shrubs and trees throughout the season. New plant material requires extensive watering until it is established. Please note that the cost for replacement of landscape material in unit beds attached to the home is the homeowner's responsibility, so diligence is encouraged.

13. Dead or overgrown trees and shrubs in the Common Area shall be removed at the discretion of the Association. Depending upon the location and density of the area, the Association shall have the option of replanting said trees and shrubs. Plant material not maintained by the unit owner in unit beds attached to the home shall be selected and replaced with material on the Association's recommended list at the Association's sole discretion and the cost assessed to the unit owner. Planting may be completed in the spring or fall when the weather is less hot and dry. Unit Owners wanting to do the work themselves may replant with the like kind or similar plant material from the Association's recommended list at any time. It is recommended that Unit Owners inform the management agent of their intention in order to avoid a duplication of effort and charges. Prior written approval from the Association is required.

14. Any trees, grasses, or shrubs, which are located on the perimeter of the lake may not be altered, removed or pruned by any Unit Owner. These plantings are important in erosion control. Any persons cutting this material may be billed for its replacement and costs where necessary. No person is permitted to enter behind the split rail fence. The Association will not be responsible for any injury sustained.

15. Dead tree removal in naturalized areas is at the discretion of the Association. The tree must pose a threat to the home. Naturalized areas are just that; they are not maintained in the same manner as landscaped areas. They serve an important purpose as erosion and runoff control. Disturbance of even dead planting could cause further erosion. The Association is required by the township to maintain these naturalized areas. Any resident that disturbs such areas will be responsible for the costs of reestablishment.

16. No burning of trash, leaves or other materials is permitted on any Lot or in the Common Area. Use of any outdoor/patio Fire Pit is PROHIBITED.

17. Flag brackets may not be attached to the stone/stucco or siding.

18. Only American flags may be flown from the garages. All other flags must be flown from the rear decks of the Units. Decorative flags with holiday themes may be flown for two weeks prior to the holiday and one week following the holiday. All flags must be maintained in good condition.

19. No latticework is allowed on any Common Area.

### **RULES REGARDING GENERAL USE RESTRICTIONS**

1. All Units, Buildings and Common Areas designated for residential use shall be used, improved and devoted exclusively to and for residential use. Nothing herein shall be deemed to prevent an Owner from leasing a Unit to a single family, subject to the provisions of the Declaration and herein adopted rules.

2. Use of the Common Area is limited to the residents, their families, and guests.

3. No rubbish, trash, garbage or other waste material or debris shall be kept on Common Area. No odor shall be permitted to arise so as to render the Unit or any portion thereof unsanitary, unsightly, offensive or detrimental to the welfare and health of any other Owner or resident or to any other property in the vicinity. Unit Owners who are found to have litter will be given a warning and if the litter is not removed within five (5) days may be fined.

4. No clothing or household fabrics shall be hung, dried or aired on the exterior of any unit and no household cleaning tools, including buckets, mops and brooms, may be kept on the exterior of any Unit. Snow shovels must be stored in the garage.

5. Each unit shall be used only as a residence and only in accordance with Township Regulations.

6. No business, industry, trade or commercial enterprise of any kind shall be commenced, erected, maintained, operated or conducted out of any Unit, or upon any portion of the Common Area, or Limited Common Area.

7. Seasonal decorations, in keeping with the architectural character and scale of the Units and community, may be displayed. Any damage caused by the seasonal decorations will be the homeowner's responsibility. Shape, size, intensity and variety of outdoor decorations shall not unreasonably interfere or become a nuisance with adjoining unit owners or others in the community. Extension cords must also be removed at the same time. Outdoor winter holiday lighting may be displayed between Thanksgiving and January 15<sup>th</sup>. Decorations for other holidays may be displayed 2 weeks prior to the holiday and removed 1 week after the holiday. Intrusive, excessive or offensive displays may need to be removed at the request of the Board. Decorations may not be screwed, nailed or stapled to any siding, stucco, stone, shingles or trim. Extension cords used to power outdoor holiday lighting must be labeled outdoor use and have tough covers made from rubber, plastic or vinyl.

8. Each Unit Owner or resident shall keep his/her patio or deck in a state of neatness and cleanliness, and free from mold and mildew. Tires, construction materials, including old wood from deck renovations, tools (including ladders), garbage bags, lawn ornaments (bird feeders, etc.) shall not be stored on patios or on or under decks.

Outdoor tables, chairs, outdoor heaters, and grills may remain set up on decks and patios, provided that they are in good repair. Bicycles and children's toys (including sand boxes, plastic pools, not to exceed an aggregate of four (4) such items, may remain on a patio or deck during the months of April through October; thereafter, such items must be stored in the interior of the Unit. Swing sets, play structures, sliding boards or other play or exercise equipment are not permitted.

9. Firewood shall be neatly stacked in the back of Units on patios or on or under decks, but not in contact with the side of the building. The Association shall not be responsible for damage caused by insects from wood stacked next to any Unit. It is recommended that not more than one-half cord of wood be stored at any time and that firewood stored be consumed annually to avoid the risk of insect or rodent infestation.

10. Outdoor cooking grills, smokers, deep fryers and heaters should not be placed against or near a building or other combustible materials when in use and a fire extinguisher or hose should be kept next to the cooking grill when in use. It is recommended that propane-cooking grills be inspected annually by a qualified party to assure proper operation and connection of valves and hoses. Fire pits are not permitted.

11. The Association requires proof of chimney and dryer vent inspection and cleaning to be performed by each Unit Owner as provided in "Rules regarding Preventive Maintenance" page 149.

12. All windows and sliding glass doors must be covered with curtains, drapes, shades, blinds or the like that are either white or off-white as viewed from the outside. No stained glass, plastic films or colored glass coatings are permitted.

### **AWNING SPECIFICATIONS**

All awnings must be approved by the Board and must be similar to existing awnings in Daylesford Lake Condominium. The permitted awning colors are Linen #4633. These colors are currently available in awnings manufactured by Sunbrella brand. Vertical flaps are permitted, provided that the material matches the awning and the drop/valance does not exceed twelve inches (12") in length. The valance/drop may be straight or scalloped at the bottom.

1. Awnings are permitted only on decks. Awning must be located on the rear deck. Awning cannot extend more than ten (10) feet from exterior wall and cannot extend beyond the width of the deck.
2. Awning must be mounted between the door header and transom picture window height, with frame not raised above the glass of the upper windows (where applicable).
3. Retractable awnings may be motorized with a manual back-up. The electrical switch to operate the motorized awning must be installed by a licensed electrician on an inside wall as motorized awnings must be operated from inside owner's unit.

4. Requests for awnings should be made by using the Architectural and Landscaping Request Form. You may obtain this form from our Property Manager.
5. Awnings may not be attached to roofs, siding, or stone structure as it could void your roof, siding or stone warranty. Special blocks, or other approved means, must be installed to provide a foundation to which the awing may be fastened and must be installed by the Association's approved contractor in order to comply with any Warranty requirements. In the event awning is removed from the unit, the Unit Owner is responsible for restoring the siding or stucco wall to its original condition which will be done by the Association's contractor and assessed back to the Unit Owner in accordance with the Enforcement Policy.
6. <https://www.sunbrella.com/en-us/fabrics/shade/collections/210/2017-2018-sunbrella-shade-collection?pattern=solids&color=beige>

#### Awning Maintenance

1. The awning, framework and housing should be maintained in good working condition and appearance at all times.
2. Awning fabric should be cleaned on a regular basis in accordance with the manufacturer's instructions.

#### **WINDOW REPLACEMENT & PATIO DOORS**

1. Unit owners are responsible for maintaining, repairing and/or replacing their windows and patio doors. Windows from three different manufacturers were utilized in building the houses; therefore, should replacement be necessary the objective is to maintain consistency in appearance, both internal and external.
2. All windows and patio doors must have mullions (grilles) and they must be uniform within each individual unit.
3. No stained glass, plastic films, or colored glass coatings are permitted on windows.
4. In repairing screens use grey/charcoal fiberglass or charcoal aluminum mesh screen.
5. At least once per year, vacuum and clean the sill of each window, making certain that the weep channels are clear and not clogged with debris.

Unit Owner may replace windows and patio doors provided that the following procedures are followed:

1. Unit Owner must submit to the Association for approval, prior to the work commencing, an Architectural and Landscaping Request which must include a proposal specifying the particulars of the windows or patio doors. Unit owners must also provide to the Association proof that the contractor which will do the work is properly insured and meet all other Contractor requirements (see "Contractor Liability and Other Requirements " page 32), at the time of the work is performed, by the type of policy and

in the amounts as required by the Association. No work can start without the request having been approved.

2. In the event any question arises concerning windows or patio doors, the Association's engineer may be asked to review the Unit Owner's proposal and to render an opinion regarding the appropriateness of the proposed windows or patio doors to meet specifications, which may be considered by the Association. The Unit Owner may be assessed the cost of the Engineer's review and opinion.
3. No Request will be approved unless Unit Owner provides to the Association proof, satisfactory to the Board, that all required specifications have been met.
4. Unit Owner will be responsible for all costs associated with completion of the window or patio door installation.
5. Warranties which apply to the Unit emanating from the Association's recladding project will not apply to any of the Work performed by Unit Owner's Contractor.
6. The windows or patio doors must be installed and flashed in accordance with the Engineer's Specifications and trim and caulking properly installed.
7. Unit Owner must, at the completion of the Work, submit to the Association satisfactory proof that all specifications and other requirements have been complied with.
8. If any damage to the building structure is later determined to be related to improper installation of such windows or patio doors, Unit Owner will be responsible for, and will be assessed by the Association, for the cost of repairs.

### **Outdoor Painting Specifications**

The Association is responsible for outdoor painting with the exception of staining decks which is a Unit Owner responsibility. The Association will allow front doors to be painted a different color, providing the color is one of the approved colors and providing every homeowner in the building agrees to the same color. The cost of painting will be assessed back to each homeowner.

**Approved Outdoor Light Fixtures and Other Outdoor Lighting**



**H-Rod Wall Antique Brass 1 Candelabra Socket Clear Seedy Glass**

Backorder/Inventory status unavailable

Item #: JWEJP ( Northeast Lantern 8311-AB-LT1-CSG )  
 H-Rod Wall Antique Brass 1 Candelabra Socket Clear Seedy Glass. Carton size: 15x15x10. Mounting Height: 9.6. Mounting Area: 5 x 5.5

Width:6.00"  
 Height:13.00"  
 Price: \$237.82

- Category: Exterior
- Category: Wall
- Subcategory: Wall Lanterns
- Mounting Area: 5 X 5.5
- Mounting Height: 9.6
- Finish: Antique Brass
- Finish: Brass
- Option: Wet Rated
- Collection: Woodcliffe
- Ship Carton Length: 15
- Ship Carton Height: 10
- Holds 1 60Watt Candelabra Bulb

**H-Rod Wall Antique Brass 2 Candelabra Sockets Clear Seedy Glass**

Backorder/Inventory status unavailable

Item #: JWELP ( Northeast Lantern 8331-AB-LT2-CSG )  
 H-Rod Wall Antique Brass 2 Candelabra Sockets Clear Seedy Glass. Carton size: 10x10x24. Mounting Height: 12.6. Mounting Area: 5.5 x 7.5

Width:6.00"  
 Height:17.00"  
 Price: \$273.53

- Category: Exterior
- Category: Wall
- Subcategory: Wall Lanterns
- Mounting Area: 5.5 X 7.5
- Mounting Height: 12.6
- Finish: Antique Brass
- Finish: Brass
- Option: Wet Rated
- Collection: Woodcliffe
- Ship Carton Length: 10
- Ship Carton Height: 24
- Holds 2 60Watt Candelabra Bulbs

DARK BRASS OR ANTIQUE BRASS

DARK BRASS OR ANTIQUE BRASS

The website for the outdoor lighting is [www.northeastlantern.com/](http://www.northeastlantern.com/) and the collection is Woodcliffe.

All exterior lighting must be shielded to prevent glare or annoying emission of light that may unreasonably affect other units, roads or common space.

In all cases, lighting should not shine on to neighboring properties or into the eyes of vehicles on roadway. Exterior lighting receptacles and wiring (e.g., in ground fixtures) must be concealed from view from neighboring units, road and common space and installed by a licensed electrician.



The use of colored light bulbs in exterior light fixtures is not permitted at any time during the year.

### **Storm Door Specifications**

#### **FULL VIEW DOOR IS THE ONLY APPROVED STORM DOOR**



- Heavy duty extruded aluminum Gauge 050
- 6063 – alloy content
- TS – Tempered
- Extruded aluminum piano hinge
- Heavy quality, die cast aluminum handle and lock set
- Weather strip back-up angle, adjustable
- Tempered Glass
- Bottom sweep
- Guaranteed two years (except wind damage)
- Color: White powder coated – Marine Glaze

### **DECK SPECIFICATIONS**

#### **ARCHITECTURAL GUIDELINES**

Please fill out your Architectural and Landscaping Request form and send it to the Property Manager for review by the ALC and for Board approval.

All Unit Owners who want to replace their deck must conform to all guidelines of Daylesford Lake.

In some instances, it may be necessary for the Association to obtain an expert's opinion regarding structural and/or component requirements, the cost of which may be assessed to the Unit Owner.

All decks must be the same size as existing, unless otherwise approved. You must submit a diagram and size for the deck, rails, steps and privacy fence and comply with all other requirements set forth in the Association's Policy for the repair and Replacement of Decks, Patios, Driveways, Walkways, and Outside surfaces of Garage Doors.

Final approval of application is subject to Unit Owner obtaining a Township Permit in each instance where a permit is required, and a copy of said permit being filed with the Association.

Deck stain color is by Cabot, the color is Red Cedar and solid stain only.

**Standard For Alternative Decking Material**

Any deck replacement at Daylesford Lake must first be reviewed and approved by the Board. An Architectural and Landscaping Request Form will need to be completed and submitted prior to anticipated work. The installer's information is required and must meet all Contractor requirements. When requesting the approval of an alternative decking material, the form must include the product manufacturer and material type/style along with the proposed color. A sample of the product in the color preferred is required with your submittal. (Manufacturer samples are available at the manufacturer's internet site. A first and second choice of color is encouraged.) Samples of decking are available at the clubhouse.

**Product material:**

- Capped wood plastic composites
- Capped PVC

**Components:**

- Decking planks
- Post sleeve
- Post sleeve cap and skirt
  - Traditional style with low profile pyramidal cap
- Top and bottom rail
  - Colonial profile crowned top with universal bottom

**Balusters**

- Square cut
- Center foot block
  - At least one centered on bottom rail

**Fasteners:**

- Manufacturer specified hidden fastener installation

**Color:**

All components shall be in the same color. (This can be a challenge, so research materials carefully.) Colors vary significantly by manufacturer. Consider your current deck color and conformity with the community when determining what may be approved. In general, a medium brown solid pigment can be a guide.

**Options Which Are Not Permitted:**

No built-in lighting, planter or seating options may be incorporated into the deck installation.

**Installation:**

The replacement deck must be the same dimension as the current deck, unless otherwise approved. The installer must be an experienced, licensed, insured

contractor, and the installation must conform with township codes. A building permit is necessary prior to installation.

**Approved Walkway Lighting**

Architectural and Landscaping Request must be submitted. On the advice of the Association’s architect, lighting can be problematic. The type, color or intensity of lighting could be found to be objectionable and a reasonable set of design guidelines could be difficult to establish. Issues could arise as to the color of the illumination, number of fixtures, intensity of the lights and hours of operation.

**RECOMMENDED ORNAMENTAL TREES, SHRUBS, PERRENIALS for DAYLESFORD LAKE:  
May 2007**

| Botanical name        | Common types         | Description                           | BloomingSeason         | Light              | Size        |
|-----------------------|----------------------|---------------------------------------|------------------------|--------------------|-------------|
| Abelia                | EdwardGoucher        | Bright green semi evergreen           | May to frost           | Sun/partial shade  | 5×5'        |
|                       |                      | fragrant bell-shaped pink flowers     |                        |                    |             |
|                       | Grandiflora          | Pink & white bell shape flowers       | May to frost           | Sun/partial shade  | 3-6'        |
| Acer                  | PaperbackMaple       | Grey bark revealing reddish under-    |                        | Full sun           | 25-30'      |
| (Maple)               |                      | bark, dark blue-green leaves          |                        |                    |             |
|                       |                      | turning russet or bronze in fall      |                        |                    |             |
|                       | CutleafJapanese      | Several cultivars available           |                        | Sun/partial shade  | 8-12'       |
|                       | Maple                |                                       |                        |                    |             |
| Amelanchier           | ShadblowServiceberry | Upright, multi-stemmed, white         | Spring flowers, summer | Sun/partial shade  | 20'         |
| tree                  |                      | flowers, edible fruit in summer,      | fruit                  |                    |             |
|                       |                      | orange-red fall color                 |                        |                    |             |
|                       | AutumnBrilliance     | Light grey bark, white flowers,       | Spring flowers, summer | Sun-partial shade  | 20-25'      |
|                       |                      | followed by fruit, and red fall color | fruit                  |                    |             |
| Buxus                 | Green Mountain       | Upright, cone-shaped with tight       | Evergreen              | Sun/ partial shade | 5×3'        |
| (Boxwood)             |                      | branching                             |                        |                    |             |
|                       |                      | Tightly- branched bright green        | Evergreen              | Sun/ partial shade | 3-4'        |
|                       | Winter Gem           | foliage. Fast grower                  |                        |                    |             |
|                       |                      | Dense, compact, slow grower           | Evergreen              | Sun/ partial shade | 4×5'        |
| Caryopteris           | Blue Mist Shrub      | Low growing, grey-green leaves,       | Late summer flowers    | Sun/ partial shade | 2-4'        |
| <b>Botanical name</b> | <b>Common types</b>  | <b>Description</b>                    | <b>BloomingSeason</b>  | <b>Light</b>       | <b>Size</b> |
|                       |                      | blue to purple flowers in summer      | Several varieties      |                    |             |
| CercisCanadensis      | Forest PansyRedbud   | Small tree with heart-shaped          | Rose- purple flowers   | Sun/partial shade  | 15'         |
|                       |                      | leaves                                | in Spring              |                    |             |

|                              |  |  |   |                    |                |
|------------------------------|--|--|---|--------------------|----------------|
| Chamaecyparis                | Hinoki Cypress                           | Pyramidal; dark green foliage                            | Evergreen   | Sun/partial shade  | 8×6'           |
| <b>Botanical name</b>        | <b>Common types</b>                      | <b>Description</b>                                       | <b>BloomingSeason</b>                             | <b>Light</b>       | <b>Size</b>    |
| (False cypress)              | Goldthread Cypress<br>Golden Mop cypress | Dense; weeping yellow foliage                            | Evergreen   | Shade/partial sun  | 5×6            |
| Clethera                     | Hummingbird                              | Small neat habit w/ spikes of white flowers              | Summer  | Shade/partial sun  | 5'             |
| CornusDogwood                | FloweringDogwood                         | Small trees with showy flowers                           | Spring- red, pink, or white                       | Sun/partial shade  | 30'            |
|                              |  | Find disease resistant varieties.                        |   |                    |                |
|                              | Kousa Dogwood                            | Small specimen tree.                                     | White flowers in June                             | Sun/ partial shade | 35'            |
|                              |  | Purple-red fall-color.                                   |   |                    |                |
| Deutzia                      | Nikko Dwarf                              | Low evergreen shrub                                      | White flowers in spring                           | Sun/ partial shade | 2×5'           |
| Euonymus Alatus              | Compact burning bush                     | Dense deciduous hedge                                    | Red fall color                                    | Sun                |                |
| Fothergilla                  | DwarfFothergilla                         | Small shrub, fragrant flowers, brilliant fall colors     | Spring flowers                                    | Sun partial shade  | 4'             |
| Halesia                      | Carolina SilverBell                      | Low- branched tree, Bell shaped flowers                  | Spring  | Sun/partial shade  | 30×25'         |
| Hydrangea                    | Bigleaf Hydrangea-                       | Showy, flower color dependent                            | Prune after bloom for                             | Sun/ partial shade | 5×5'           |
| <b>Botanical name</b>        | <b>Common types</b>                      | <b>Description</b>                                       | <b>BloomingSeason</b>                             | <b>Light</b>       | <b>Size</b>    |
| shrub                        | several cultivars                        | on PH  | second bloom in fall                              |                    |                |
|                              | Snow QueenOakleaf                        | 8 white panicles, oak-like leaves                        | Summer w/burgundy fall color                      | Sun/partial shade  | 6×6'           |
| Ilex (holly)shrubs & trees   | Green luster                             | Dark green, flat-topped,spreading habit                  | Evergreen   | Sun/shade          | 3×6'           |
|                              | Helleri                                  | Low dwarf spreader                                       | Evergreen   | Sun/shade          | 3×5'           |
|                              | Shamrock                                 | small dark green leaves                                  | Evergreen   | Sun/shade          | to 4'          |
|                              | Blue girl                                | Blue- green foliage, red berries, rounded, upright       | Evergreen   | Sun/partial shade  | 12×8'          |
|                              | Blue Princess                            | Broad, shrubby, heavy berry set                          | Evergreen   | Sun/partial shade  | 15×10'         |
|                              | Nellie Stevens                           | Shrub or pyramidal tree, dark green foliage, red berries | Evergreen   | Sun/partial shade  | 25×15'         |
| Itea                         | Virginica"Sprich"                        | Attracts butterflies, dark-green foliage, white flowers  | Summer, red-purple fall color                     | Sun/shade          | 4×6            |
| Juniperus(Juniper)           | Blue Star                                | Low rounded habit, Blue needle-like foliage              | Evergreen   | Full sun           | 3×3            |
| Lagerstroemia                | Crapemyrtle                              | Large shrub/small tree, brilliant fall color             | Late summer, early fall flowers, white, pink, red | Sun/ partial shade | 15-20'         |
| Liriope groundcover          | Big blue                                 | Deep green strap-like foliage purple flower spikes       | Evergreen-Summer flowers                          | Partial sun/shade  | 12"            |
|                              | Variegated                               | green strap-like foliage w/ white stripes along blade    | Evergreen-Summer flowers                          | Partial sun/shade  | 12"            |
| Magnolia shrub or small tree | Betty Jane                               | rounded, shrubby, dark pinkish purple flower w/          | Spring  | Sun/partial shade  | 10×15<br>8-12' |

|                                 |                               |   |  |                   |             |
|---------------------------------|-------------------------------|---|--|-------------------|-------------|
|                                 |                               | white   |  |                   |             |
| Mahonia shrub                   | Compact Oregon Grape holly    | Dense shrub, dark green foliage purplish-bronze in winter, yellow flowers                                       | Evergreen, April flowers                           | Partial sun/shade | 3'          |
|                                 | Leatherleaf Mahonia           | Coarse, dull-green to blue-green foliage, fragrant yellow flowers, robin's egg blue fruit                       | Evergreen, March-April flowers, followed by fruit  | Partial-sun/shade | 6-10'       |
| Malus (Crabapple)               | Flowering Crabapple           | Whites, reds, pinks available find disease resistant varieties  | Spring   | Sun               | 12-25'      |
| Microbiota groundcover          | Siberian Carpet Cypress       | Low, spreading conifer, bright green, feathery foliage, purple-bronze in winter                                 | Evergreen  | Sun/partial shade | 1x15'       |
| Nandina shrub                   | Heavenly Bamboo               | Dense canes, lacy green foliage turning fire red in fall and winter; White flowers, red berries                 | Evergreen, Summer flowers, berries in fall-winter. | Sun or shade      | 6'          |
|                                 | Firepower                     | Compact, reddish foliage turning fire-red in winter   | Evergreen  | Sun or shade      | 2-3'        |
| Photonia shrub                  | Red tip Photonia              | Broad-leafed with bronze-red new growth; white flower clusters  | Evergreen, summer flowers                          | Full sun          | 10-15'      |
|                                 | Brilliant Red Chokeberry      | Upright, spreading shrub; white flowers, red fruit, brilliant fall color  | Summer flowers, fall berries                       | Sun or shade      | 15'         |
| Picea (Spruce) shrub selections | Bird's Nest Spruce            | Broad, dense, spreading   | Evergreen  | Sun/partial shade | 4x10'       |
|                                 | Dwarf Alberta Spruce          | Dense, conical; green needles   | Evergreen  | Sun/partial shade | 20x10       |
|                                 | Montgomery Spruce             | Dense, globular, silver-blue needles  | Evergreen  | Sun/partial shade | 8x8'        |
| Pinus (Pine)                    | Mugo Pine                     | Low, mounded evergreen  | Evergreen  | Sun/partial shade | 3x12'       |
| Pieris                          | Japanese Pieris Mountain Fire | Evergreen, Upright, spreading broadleaf Spring evergreen, dark green foliage, flowers white panicles of flowers |  | Sun/partial shade | 10x6'       |
| <b>Botanical name</b>           | <b>Common types</b>           | <b>Description</b>  | <b>Blooming Season</b>                             | <b>Light</b>      | <b>Size</b> |
|                                 | Dorothy Wycoff                | Compact, dark pink buds, pale pink buds   | Spring   | Sun/partial shade | 5x5'        |

|   |   |  |  |                     |             |
|---|---|--|--|---------------------|-------------|
| Potentilla                                      | Gold Finger   | Yellow flowers Small, hardy, deciduous shrub all drought tolerant summer             | Sun  | 3'                  |             |
| Prunus (Laurel) Japanese flowering cherry trees | Thunder Cloud Plum  | Light pink<br>Dark purple foliage all season flowers                                 | Sun  | 20'                 |             |
|   | Sand cherry   | Hardy shrub w/ red-purple leaves Pink flowers  | Sun  | 6'                  |             |
|   | Otto Luyken Cherry laurel   | Fragrant white<br>Compact, broad-leaf evergreen shrub, dark green foliage in Spring  | Sun/ shade   | 4×8'                |             |
|   | Kwanzan   | Vase-shape, pink flowers   | Spring   | Sun 30'             |             |
|   | Okame   | Pink flowers, good fall color  | Spring   | Sun 25'             |             |
|   | Pendula   | Weeping, blush-pink flowers  | Spring   | Sun 25×15'          |             |
|   | Yedoensis   | Pink flowers, D.C. cherry  | Spring   | Sun 40'             |             |
|   | Autumnalis  | Pink-flowers, fade to white  | Fall and Spring  | Sun 30'             |             |
| Pyrus(Pear tree)                                | Chanti clear Pear Pyramidal tree, lustrous leaves, scarlet, purple fall color                               | White flowers in Spring  | Sun  | 35'                 |             |
|   |   |  |  |                     |             |
| Rhododendron( Rhododendrons& Azaleas)           | Flame Azalea Deciduous, upright azaleas-yellow, oranges and reds  | May  | Sun/partial shade                                      | 4-6'                |             |
|   | Evergreen Azaleas Small compact, flowering shrubs find hardy varieties, many colors needs acidic soil       | Spring   | Partial shade  | 3-4'                |             |
|   | Hybrid Rhododendron Medium compact evergreen, glossy green leaves in many varieties- pinks, purples, whites | Late Spring  | Partial shade  | 5-8'                |             |
| (Rose)  | Flower Carpet Low growing shrub roses, red, pink, white   | Spring into Fall   | Sun  | 4×10'               |             |
| Sarcoccca hookerana                             | Himalayan Sweetbox Mounding suckering evergreen shrub, small white flowers                                  | March or April   | Partial shade/shade                                    | 4-5'                |             |
| <b>Botanical name</b>                           | <b>Common types</b>   | <b>Description</b>   | <b>BloomingSeason</b>                                  | <b>Light</b>        | <b>Size</b> |
| Skimmia japonica shrub                          | JapaneseSkimmia   | Mounding, slow grower, white flowers followed by red berries on female plants.       | Evergreen, white flowers early Spring, berries in Fall | Partial shade/shade | 5×5'        |
| Spiraea shrub                                   | several selections  | Mounding deciduous shrubs, pink to white flowers                                     | March to May, some sporadic summer bloom               | 1×3'- Sun           | 6×9'        |
| Stewartia pseudo-camellia                       | JapaneseStewartia   | Pyramidal tree, saucer-shaped camellia-like flowers, multi-tonal bark and fall color | June/ July   | Sun                 | 30×20'      |
| Styrax tree                                     | JapaneseSnowbell  | Low branched, rounded; white bell-shaped, pendulous flowers                          | Summer   | Sun or shade        | 25×25'      |
| Syringa(lilac)                                  | Dwarf Korean Lilac  | Compact mounding   | May  | Sun or shade        | 5×7'        |

|                       |                            |   |                              |                   |             |
|-----------------------|----------------------------|---|------------------------------|-------------------|-------------|
|                       |                            | habit; purple flowers   |                              |                   |             |
|                       | Miss Kim Manchurian Lilac  | Good border plant; panicles of purple buds opening to pale blue flowers   | May-June                     | Sun or shade      | 6×6'        |
| Taxus( Yew)           | Weeping English Yew        | Hardy, compact, wide-spreading; dark green needles                        | Evergreen                    | Sun or shade      | 4×15'       |
|                       | Dense Spreading Hybrid Yew | Dark green foliage; dense spreader  | Evergreen                    | Sun or shade      | 9×12'       |
| Thuja(Arborvitae)     | Dark American Arborvitae   | Pyramidal, dark green foliage   | Evergreen                    | Sun/partial shade | 25×5'       |
|                       | Emerald Green Arborvitae   | Compact, narrowly pyramidal; emerald green foliage                        | Evergreen                    | Sun/partial shade | 15×4'       |
| Viburnum              | Korean spice Viburnum      | Most popular; dense, rounded; pink buds opening to fragrant white flowers | April-May                    | Sun/partial shade | 6×6'        |
| <b>Botanical name</b> | <b>Common types</b>        | <b>Description</b>  | <b>BloomingSeason</b>        | <b>Light</b>      | <b>Size</b> |
|                       | Several Varieties          | Evergreen and deciduous, white flowers, fruit bearing                     | Late Spring- early Summer    | Sun/shade         | 7-12'       |
| Yucca                 | Adam's Needle              | Hardy, with stiff strap-like leaves; white flowers                        | Evergreen, June-July flowers | Sun               | 2×3'        |
|                       | Bright Edge                | Dark green leaves edged with gold-yellow                                  | Evergreen, June-July flowers | Sun               | 2×3'        |
|                       | Golden Sword               | Re-curving strap-like leaves with green margins and gold centers          | Evergreen, June-July flowers | Sun               | 2×2'        |

Landscaping Architectural plans of various units are available at the clubhouse.



Daylesford Lake Condominium Association  
183 Daylesford Blvd  
Berwyn, Pa 19312  
(610) 407-4347

**ARCHITECTURAL & LANDSCAPING REQUEST FORM**

**NAME:** \_\_\_\_\_ (PLEASE PRINT)

**ADDRESS:** \_\_\_\_\_

**PHONE:**  
**HOME:** \_\_\_\_\_ **WORK:** \_\_\_\_\_ **CELL:** \_\_\_\_\_

Please state as concisely as possible the nature of the request to be considered. Include all proposed exterior additions and/or landscaping changes for which approval must be obtained. Cite any architectural guidelines, which will be relevant to the Board of Director’s decision.

Description and Specifications: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**USE THE OTHER SIDE FOR A SKETCH OR SUBMIT PLANS ON A SEPARATE PAGE.**

**WORK TO BE COMPLETED**

**BY:** \_\_\_\_\_  
**If vendor, state name and address**

If a vendor will be performing the work, I/We will obtain from the vendor a certificate of insurance naming me/us, together with Daylesford Lake Condominium Association named therein as additional insured, evidencing that the Contractor has in full force and effect, at the time the work is performed, motor vehicle and general liability coverage, and workers compensation insurance in the statutory amounts, all in accordance with the attached Compensation and Liability Insurance Requirements, which will be submitted as part of this request. I/We are responsible for the entire installation, maintenance, use and upkeep (replacement, insurance, etc.) of the improvements subject of and affected by this request. If the Architectural request is approved, the approval will be made part of the Unit file and will be disclosed in the event of any resale of the Unit. *By filing the application and undertaking the work, I/We on behalf of myself (ourselves) and all of my heirs and assigns, agree to be fully responsible, and will indemnify and hold harmless the Association, for any claims related to removal, installation, use, maintenance and operation of the above architectural or landscaping change.*

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_



## **Architectural and Landscaping**

### **Compensation and Liability Insurance Requirements:**

Before commencing the Work, the VENDOR shall procure and maintain, at its own expense, until completion and final acceptance of the Work, at least the following insurance from insurance companies satisfactory to the Association:

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with the laws of the Commonwealth of Pennsylvania.
2. COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including COMPLETED OPERATIONS COVERAGE if the CONTRACTOR sublets to another all or any portion of the Work. Those VENDORS must also comply with these requirements, with the following minimum limits:

General Liability Including:

|   |  |
|---|--|
| Bodily Injury (includes death)<br>& Property Damage | \$1,000,000 per occurrence<br>\$2,000,000 aggregate, per policy year |
| Medical Expense                                     | \$5,000  |
| Personal & Advertising Injury                       | \$1,000,000  |
| Products and Completed Operations<br>aggregate      | \$1,000,000 per occurrence   |
| Umbrella Liability                                  | \$1,000,000  |

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with a minimum combined single limit of \$1,000,000.

Before commencing the Work, the VENDOR shall furnish certificates, satisfactory to the Association, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that the insurance will not be cancelled or changed until the expiration of at least forty five (45) days after written notice of cancellation or change has been mailed to and received by the Association.

The OWNER, THE ASSOCIATION, MANAGEMENT AGENT and anyone Association requires, shall be included as additional named insureds under these policies of insurance, and such additional insurance shall be primary to any other coverage and shall not otherwise be limited. VENDOR shall deliver to the Association certificates acceptable to the Association in accordance with these provisions.

### **Contractor Qualification Requirements**

A contractor must satisfy the Association that they are qualified to perform the Work in a good and workman like manner. They must have properly met all state and township permit and registration requirements, and provide the necessary permit and registration requirements, provide evidence of valid and adequate insurance, provide a release and indemnification in form and content as approved by the Association, and otherwise provide such other information and protections as the Association may require.

## **RULES REGARDING PETS**

No animals of any kind shall be kept in any Unit, other than domesticated animals as provided in Section 16.02 (k) of the Declaration of Condominium. No pet shall be permitted to run loose or uncontrolled in or on the Common elements. Pet owners shall immediately clean up any waste (excrement) left by pets on the Common Elements. The tying of pets to or on any Common elements is prohibited.

Said Declaration is supplemented by the following Rules:

1. All pets shall be properly carried or leashed and must be under the control of the pet owner or designee at all times. A pet leash may not exceed six feet in length and shall not include extendable leashes. The Association hereby prohibits the use of “verbal leashes” or electronic fences.
2. Pets may not be leashed to or otherwise secured to any stationary object at any time.
3. Pets must have identification tags, including their rabies and license tags, and collars when outside of a Unit. All pets shall be properly inoculated, including with specificity rabies, parvo and distemper. Owners shall provide proof of said inoculations from a licensed veterinarian upon request of the Association following documentation of written complaints from Residents.
4. Pets shall not be permitted to be left unattended outside the Unit.
5. All pets shall be properly licensed and registered with their County of residence (i.e. Chester County) in accordance with the applicable law.
6. Dogs must be curbed at all times.
7. It is the absolute duty of the pet owner to remove animal waste (excrement) deposited on any Common Area by the pet. Pet owners must secure said waste in a sealed plastic bag and deposit same in the Owner’s refuse container. No pet waste is to be stored outside of the Unit until trash day unless in a proper trash container secured by a lid. Furthermore, disposal of the waste on any open area, Common Area or on another resident’s property is strictly prohibited.
8. Any incident involving a dog bite sustained on a human or another animal within the bounds of the Association shall be immediately reported to the State Dog Warden as mandated by the Pennsylvania Dog Law (3 P.S. Section 459-505-A(e)) and to the Association Management Office.
9. Any dog previously designated as a “dangerous dog” pursuant to 3 P.S. Section 459-502-A (a.1) which engages in a subsequent bite to a human being shall be permanently removed from the Community.
10. Any dog previously designated as a “dangerous dog” by law (3 P.S. Section 459-502-A(a.1)) shall be leashed, properly physically restrained by the Owner, and muzzled to prevent it from biting any person or animal or otherwise destroying property.
11. The Association reserves the right to levy fines for violation of the foregoing pet rules, and/or cause any animal determined to be dangerous or to constitute a nuisance to be permanently removed from Daylesford Lake by any legal means.
12. Any damage, injury, liability and cost incurred by the Association as a result of a pet Owner’s failure to comply with this pet rule, including court costs and attorneys’ fees, shall be the responsibility of the Owner of the Unit in which the pet resides.
13. Birdfeeders and birdhouses shall not present a health hazard nor become a nuisance to neighbors.
14. No doghouses permitted.

## **DOG EXERCISE AREA**

### Purpose of the Dog Exercise Area

The purpose of the Dog Exercise Area is to provide the dogs of Daylesford Lake with a small, safe area in which they can run free off leash under the control of their owners.

### Register your Dog

Dog owners are required to register with the Property Manager prior to use of the Dog Exercise area. A registration fee may apply. The Dog Exercise Area is available only to residents of Daylesford Lake.

### Unregistered Use

Use of the Dog Exercise Area without registering with the Property Manager is a violation and may result in a fine.

### Dog Exercise Area Location

The location was selected so that it would not interfere with the rest of the community and would not be visible to any homeowners.

### Use of Dog Exercise Area

Access to the Dog Exercise Area is through the gate to the area. Any other form of access, such as climbing the fence or removing any portion of the fence is prohibited. The gate, fence and exercise area are to be treated with care, and any damage caused by a resident, due to careless use, may be charged back to the resident causing the damage.

### Supervision of the Dog Exercise Area

A group of dog owners have agreed to undertake the ongoing supervision of the Dog Exercise Area under the direction of the Board of Directors. This will include ensuring that dog owners keep the Dog Exercise Area clean and limiting access to registered Daylesford Lake dogs. The gate to the Dog Exercise Area is to be kept locked at all times.

### Additional Information

If you would like to get additional information on the Daylesford Lake Dog Exercise Area including how to register your dog and any applicable registration fees, please call or email the Property Manager at (610)-407-4347.



### **Swimming Pool Rules—Daylesford Lake**

**Entering the Pool: Please note that you must sign in with the lifeguard on duty.**

1. No one is permitted in the pool unless a lifeguard is on duty.
2. Thunder storms will result in closing of the pool.
3. The Township Police will prosecute trespassers.
4. All persons, including children, using the facility do so at their own risk.
5. The Management and/or Association will not be responsible for any accident due to a person's own negligence.
6. Each person will be liable for damages caused through their own negligence or carelessness.
7. Access - Only Unit Owners or Residents in good standing will receive pool passes.

**Unit Owners or Residents who are not in good standing may not come to the pool as a guest of other owners. (Violation Enforcement Procedures are available upon request). Unit Owners whose units are rented may not use the pool.**

8. Proper Pool Use—In order to promote the safety and general peaceful enjoyment of all pool users, any person using the pool, regardless of age, who is unable to swim, or who, for any reason, is unable or refuses to follow the Pool Rules, must be accompanied by a responsible resident at all times.
9. Federal Law provides that a life guard, when working 8 hours, must be given a 30 minute lunch break and also two 15 minute personal breaks, and during such breaks, the life guard is not responsible for the swimmers. During the lunch break, 1:30 to 2:00 PM, the pool will be closed and everyone must leave the pool area. During the two 15 minute personal breaks, the pool must be vacated.
10. Pool Conduct- Daylesford Lake pool users must adhere to a proper Code of Conduct and follow instructions from the Lifeguard.

Appropriate conduct and rules include, but are not limited to, the following:

- Non-qualified swimmers are prohibited in deep water.
- No smoking, alcohol, glass or glass containers permitted inside the fenced area of the pool.
- Battery powered radios/audio equipment permitted with earphones only.
- No electrical devices are permitted on the pool deck.
- Only Limited use of Cell Phones is permitted as a courtesy to other residents using the pool.
- Proper swimwear required in pool.
- All diaper-wearers must wear **“swimming diapers”** in the pool.

- No person showing evidence of a communicable disease, bodily discharges, open blisters or cuts and bandages will be allowed entry to the swimming pool area.
- Persons suspected of being under the influence of drugs or alcohol shall be prohibited from entering the water.
- No person experiencing diarrhea or other gastrointestinal (stomach) symptoms will be allowed entry to the swimming pool area.
- No pool toys (rafts, balls, etc.) permitted. Only “noodles” allowed.
- All trash must be deposited in trash receptacles.
- All injuries must be reported to Lifeguard or Management immediately.
- All persons must leave pool when “all out” whistle is sounded.
- All residents and guests must follow the instructions of the lifeguard on duty. Failure to do so may result in being asked to leave the pool.
- No running, diving, throwing, pushing, wrestling, dunking, rough play, etc., is permitted in the pool area.
- No swimming during rain or thunderstorms.
- **No dogs are permitted** in the pool area at any time.
- Please be considerate and respectful of others when using the pool.
- **Any person or group displaying threatening, harassing and/or rude behavior toward any resident, lifeguard, or Property Manager will be asked to leave the pool immediately.**

11. Theft - The Association will not be responsible for the loss of jewelry, valuables, clothing, or other property in or around the pool.

12. Private Use - Daylesford Lake pool may not be used for private parties, personal profit or commercial purposes. Residents are permitted to bring a maximum of four guests to the pool. Professional swimming lessons are not permitted.

13. Compliance - All residents and guests must observe these rules and regulations with the understanding that they are created for the protection, safety and comfort of everyone.

Those not observing the Rules and Regulations can be asked to leave at the sole discretion of the management or lifeguard.

14. Guests - The pool is intended for use by residents and their guests. **Guests must be accompanied by a resident.** Pool tags are not transferable and cannot be used by non-residents.

15. Daylesford Estates Resident Use of Pool – Daylesford Estates residents may purchase an annual pass entitling them to use of the swimming pool by paying the annual assessment and signing the required release.

Thank you for your cooperation.



## TENNIS COURT RULES

### Tennis Court Rules

The Daylesford tennis courts are provided for the use of Daylesford residents, and certain qualified Daylesford Estates Homeowners and their guests only. All residents and qualified Daylesford Estates Homeowners, and the guests of each, are expected to comply with the tennis court rules that are posted at the Tennis Court.

1. No street shoes are allowed on courts. Only tennis shoes may be worn.
2. Courts are used on a first come, first serve basis. Reservations may not be made.
3. Gates shall be closed at all times.
4. All tennis court rules, regulations and courtesies shall be observed.
5. Tennis courts are to be used for tennis only. No pets, bicycles, skates, skateboards, in line skates, hockey, basketball, soccer, toys, or other activities are permitted.
6. No play is permitted before 7AM or dawn, whichever comes later and after dusk.
7. No pets are allowed on courts.
8. Courts must be left clean after each player leaves the court and all trash must be removed.
9. Reservations are not permitted.
10. No resident can use more than one court at one time unless the second court is vacant and no other residents are asking to use the second court.
11. If other residents wish to use the courts and none are available at the time, the occupants will leave the court once their match has been completed allowing those waiting to use the court.
12. Sitting, pushing or pulling on tennis nets is prohibited.
13. A player awaiting the arrival of an opponent may not hold a court vacant.
14. **The tennis courts may not be used during thunderstorms.**
15. The Management and/or Association will not be responsible for any accident due to a person's own negligence.
16. Each person will be liable for damages caused through their own negligence or carelessness.
17. Only homeowners and qualified Daylesford Estate Homeowners in good standing may use the tennis courts.

**Residents who are not in good standing (see Definitions, Page 7) may not use the tennis courts as a guest of other owners. (Violation Enforcement Procedures.) A Daylesford Estates Homeowner is not in good standing unless there is on file in the Association's office proof of payment of the annual membership fee and a signed and dated Waiver and Release Form.**

- A. No smoking, alcohol, glass or glass containers permitted inside the fenced area of the tennis courts.
  - B. Radios/audio equipment are not permitted.
  - C. Limit use of Cell Phones as a courtesy to other residents using the tennis courts.
  - D. All trash must be deposited in trash receptacles.
  - E. All injuries must be reported to Management immediately.
  - F. No throwing, pushing, wrestling rough play, etc., is permitted in the tennis court area.
  - G. Please be considerate and respectful of others when using the tennis courts.
  - H. No climbing on the tennis court fence.
  - I. Any person or group displaying threatening, harassing and/or rude behavior toward any resident, or manager will be asked to leave the tennis courts immediately.**
  - J. Tournaments, or extended play, limiting access to other residents waiting to use the courts, is prohibited.
18. Theft- The Association will not be responsible for the loss of jewelry, valuables, clothing, or other property in or around the tennis courts.
19. Private Use- Daylesford Lake tennis courts may not be used for private parties, personal profit or commercial purposes. Residents are permitted to bring a maximum of four guests to the tennis courts. Professional tennis lessons are not permitted.
20. All residents and guests must observe these rules and regulations with the understanding that they are created for the protection, safety and comfort of everyone.
21. Non-resident Owners with tenants may not use the tennis courts.
22. The Association may provide access codes to qualified users for their use of the tennis courts

Thank you in advance for your cooperation.

## **RULES REGARDING PREVENTIVE MAINTENANCE**

In order to prevent fire hazards, preventive maintenance of fireplaces and dryer vents must be performed on a regular basis.

### **Chimney Cleaning**

Chimneys of wood burning fireplaces must be cleaned at least once every two years by a certified chimney sweep. A copy of a certificate or receipt issued by the chimney sweep shall be delivered to the management office within a week after the cleaning.

### **Dryer Vent Cleaning**

Dryer Vents shall be cleaned by a certified mechanic at least once every three years. A copy of a certificate or receipt issued by the mechanic shall be delivered to the management office within one month after the cleaning.

## **RULES REGARDING TRASH COLLECTION**

### **Proper disposal of Trash is essential to the health of the Community.**

1. Residents are required to put all trash in covered refuse receptacles designed for curbside trash pickup. Plastic or paper bags are not permitted.
  - a. A recommended refuse container available at Home Depot, Rubbermaid "Roughneck" 45 Gallon will hold a 55 Gal Trash Bag, or toter.
2. Recycling is required. All recyclables must be placed in a curbside recycle bin on the scheduled pick-up day.
3. Trash should not be left at the curb before 5PM on day prior to pick up.
4. Regular trash pickup is Monday-Trash (this can include large items) and Recyclables. Thursday-Trash only (No large items).
5. **In the event that trash collection falls on a holiday, pickup will be on the following business day.** Also the usual Thursday trash pickup will be moved to Friday.
6. For large items, please call Waste Management at 1-800-869-5566.
7. For electronic recycling go to [www.earth911.com](http://www.earth911.com), put in your zip code. The site will give you a number of places where you can take your items that are convenient for you.



## Trash Policy

1. Trash in a Common Area will have a negative effect on property values.
2. Trash shall be deposited inside trash containers.
3. Boxes should be cut and flattened when disposed of.
4. Furniture and other items should be left on the curb on Monday for pickup. You may have to call the trash pickup for certain larger items (1-800-869-5566).
5. Trash containers shall be removed from curb and placed inside, on the same date, the refuse company removes the trash.
6. Trash, to be removed must be placed inside a trash container and placed at the curb.
7. Unit Owners and tenants are encouraged to pick up papers and debris from the community when observed and to keep the front of their respective units clean at all times.
8. If you will be away for an extended period, cancel all newspapers and deliveries to discourage vandalism. Newspapers and other such items accumulating in the driveway send a clear signal to vandals that your home is unattended.
9. Do not place trash containers on landscaping. Set containers on the driveway or at curb provided that trash does not extend into the street. Please do leave trash in the middle of the street.

## WHAT TO RECYCLE:

### NEWSPAPERS



To help the program be efficient and cost-effective, only newspapers and cardboard should be recycled in this program.

### GLASS FOOD AND BEVERAGE BOTTLES AND JARS (ALL COLORS)



Any glass bottles and jars used for food or beverages are recyclable. Glass that did not contain a food or beverage is not included in the recycling program.

### ALUMINUM BEVERAGE CANS



Aluminum beverage cans are recyclable.

### TIN AND STEEL FOOD AND BEVERAGE CANS.



All metal food and beverage cans are recyclable. All other metal items such as aerosol cans, pots and pans, wire, hangers, etc. are not included in the recycling program.

### PLASTIC BOTTLES



The majority of your household plastic containers are recyclable! SO recycle all of them in your single-stream curbside recycling bin: look for the code at the bottom.

**#1 – PET (Polyethylene):** Soda and water bottles, condiment and peanut butter jars, etc.

**#2 – HDPE (High Density Polyethylene):** Milk, water and juice jugs, detergents, shampoo bottles, dairy product containers, flower pots, some household cleaners.

**#3 – PVC – (Polyvinyl Chloride):** Rigid plastic containers and juice bottles, charcoal lighter, mineral water, cooking oil bottles, etc.

**#4 – LDPE – (Low Density Polyethylene):** Plastic tubs and lids from butter, margarine or similar products, fabric softener bottles, lotion & sunscreen containers, etc.

**#5 – PP (Polypropylene):** Yogurt containers and deli trays.

**#6 – PS (Polystyrene):** Plastic cups, plates and to-go containers (clear, rigid #6 only, not styrofoam\* products).

**#7 – (Other plastic):** Many mixed plastic containers and plastic products like ketchup squeeze bottles, syrup bottles, microwave containers.



## HOW TO RECYCLE

1. Rinse everything out thoroughly. Flatten all cans and plastics. All the cans, bottles and plastics go into the recycle toter.
2. The newspapers (and only newspapers) should be tied with string in bundles or placed in paper shopping bags.

## NOTICE TO RESIDENTS

A small number of residents continue to put out their trash in plastic or paper bags. Stray animals have been tearing apart such bags and causing an unsightly mess which has to be cleaned up by the Association. Cleaning up the trash can result in a substantial cost to the Community. This expense can be avoided by residents complying with the Community Rules regarding trash collection.

All rubbish, trash, garbage, bulk items and other waste materials must be maintained in neat and securely covered sanitary container(s).

To avoid trash blowing throughout the community due to high winds, etc. Unit Owners are responsible for the following.

1. Emptying, breaking down and securely tying all boxes.
2. Ensuring container lids are closed completely.
3. Picking up any loose trash.
4. Bagging all recyclable paper and placing it in recyclable container.

Your cooperation in complying with the Rules and Regulations will help to cut Community expenses and avoid the necessity of enforcing the Rules and Regulations by imposing fines on offenders.

## CABLE INSTALLATION

### Rules Regarding Cable Installation

While utilities such as Verizon and Comcast have the right to install cables from their central offices to the boxes along the side of the street, they must request permission first from homeowners and/or the Association to cross through driveways and landscaping and under roads to reach the Unit before installing the cable.

Before you order the new service there are a number of items that you need to be aware of:

1. If you are planning to switch your cable service and a new cable has to be installed, please notify the office in advance so that management can ensure that it is installed underground.
2. If the cable will go through your neighbor's driveway you should **obtain their permission** in writing first. The contractors normally leave a form with the neighbor informing them that they plan to cross through their driveway before proceeding with the underground installation.
3. If the cable is installed under the street or curb, **you must obtain permission from the Association** in advance.
4. Cables cannot be placed over ground, on the grass, over the driveway or in flower beds at the side of your driveway. **These must be installed underground. If you receive a temporary over ground cable connection, the contractor must return within ten days to install the cable underground.**
5. Cables must enter the unit through an existing box or block at the garage – they cannot go under the garage door. They cannot make holes in the siding without caulking it since this will void the manufacturer's and contractor's warranty
6. Contractors installing the cable must not leave it exposed for an unreasonable amount of time. The contractor must provide the homeowner with a date when the cable will be buried.
7. Contractors must repair any landscaping damage by reseeding grass and replacing damaged plants. They must leave the landscaping in the same condition as it was prior to the work.
8. Contractors must repair any damage to driveways, such as repaving it within a few weeks of completion of the underground cable installation. This must match the existing driveway surface.
9. Homeowners may be liable for any damage or injuries caused by failing to ensure that Contractors follow these directions when installing new cable.
10. The homeowner must ascertain from the contractor whether it will be necessary to dig up the flower beds and lawn prior to the underground cable being installed. The homeowner must inform the property manager in advance of the work if it is necessary to disturb the flower beds and lawn. The property manager will inspect damage after the work is completed and report it to the homeowner.

Please ensure that the contractor installing the cable is aware of these requirements and installs the cable in accordance with the Association's rules.

If you have any questions, please contact the Property Manager.

## **Landscaping Activities**

Here is a list of the tasks performed by the Association's landscapers and arborist during the year:

1. Winter tree pruning
2. Spring cleanup of branches, shrubs and leaves
3. Spring cleanup of natural areas.
4. Spring fertilization
5. Mulching of beds
6. Spring lawn reseeding
7. Cleanup behind the lake fence line for Memorial Day, July 4 and Labor Day.
8. Start mowing lawn in Spring and throughout the Summer and Fall as needed.
9. Spring planting as necessary to replace shrubs and trees.
10. Spring seasonal plantings at entrances
11. Early summer weeding of beds
12. Application of pesticides to control crab grass and other weeds.
13. Summer bush pruning
14. Lake maintenance and treatment for algae
15. Fall seasonal plantings at entrances
16. Fall lawn reseeding
17. Fall fertilization
18. Fall cleanup of leaves
19. Fall planting of shrubs and trees as needed
20. Fall tree pruning
21. Winter storm tree damage cleanup as required

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**FIRST AMENDMENT**  
**ADOPTED APRIL 18, 2018**  
**RULES AND REGULATIONS – 2018**

The sale of Units, page 65, is amended by adding hereto the following:

**Summary**

The purpose of this policy is to inform sellers and buyers of their responsibility and Association's responsibility in relation to home inspections prior to the sale of the unit.

The following points should be noted prior to, during and after home inspections:

1. Buyers has received and read all governing documents including the Declaration of Condominium, Bylaws and Rules and Regulations.
2. All Home Inspectors must comply with the Pennsylvania Home Inspection Laws and provide proof of adequate insurance as required by the Association.
3. The current owner at the time damage to a Common Element is discovered may be assessed the cost of repairs of the damage.
4. The Buyer may provide the Association with a copy of the inspection report.
5. The Buyer must indicate to the Association in writing those items that it believes are the responsibility of the Association to repair.
6. The Association shall respond in writing to any items included in the inspection report that the Buyer believes are the responsibility of the Association.
7. The Association may hire experts including but not limited to engineers, architects, contractors and other professionals to review the items indicated in the inspection report that it believes are the responsibility of the Association.
8. The Association will determine on the basis of the governing documents and reports from vendors hired by it whether any further action is required to address items identified in the inspection report.
9. If repairs are required, the Association will schedule these repairs to occur as soon as is practical given other Association priorities, the budget and approval from the Board of Directors.
10. In some cases, repairs may not be completed until scheduled community wide preventive or other maintenance has been completed whether it be before or after the date of sale.
11. The Association reserves the right to decide not to take any further action concerning the issues identified in the inspection report if it believes that they are minor in nature, are part of a future community wide project or have not been budgeted for or approved by the Board of Directors.
12. The cost of repairs may be assessed back to the Seller In accordance with the governing documents.
13. The Buyer understands that the maintenance and repair of the Common Elements are the responsibility of the Association, subject to the Association's right to charge back to the Unit Owner the cost of repairs where appropriate under the governing documents.
14. The Buyer and Seller understand that they are not permitted to make any changes to the exterior of the Unit or the Common Element without written approval from the Association.
15. Failure to conform with this policy could result in enforcement of the Association's violation policy.
16. The Association will provide access to existing engineering and maintenance records relevant to the repair of the Common Element of that Unit to the Buyer if the request is made in writing. These documents may be inspected in person at the clubhouse.

## **WINDOW AND DOOR REPLACEMENT SPECIFICATIONS**

The Window and Door Replacement Specifications, page 150, is amended by adding hereto the following:

In order to protect the Association's considerable investment in the recladding of the Association's buildings, windows and patio doors must be properly installed and must meet all Association specifications. Failure to comply with the Association's specifications may result in water damage to the Unit and the resulting cost of repairs being assessed to the Unit Owner.

All windows and doors shall be new construction style with nailing fin. No replacement style unit will be allowed and no wilts with built in J-channels shall be allowed. Each window/ door unit being replaced must match the existing unit in style, color and configuration. All grid inserts shall match the existing.

At the time that measurements are obtained, the contractor shall confirm frame depth of new assemblies and existing assemblies to determine need for interior repairs if new frame depth exceeds existing depth.

### **PART 1- GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes fixed and operable windows and sliding doors.

#### **1.2 PERFORMANCE REQUIREMENTS**

- A. General: Provide windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of test size required by AAMA AWDMA 10<sup>1</sup>/13.2/NAFS.
- B. Structural Performance: Provide windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMMWDMA 101/13.2/NAFS, Uniform Load Structural Test:
  - 1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
    - a. Basic Wind Speed: 90 mph.

#### **1.3 SUBMITTALS**

- A. Product Data: For each type of window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, and installation details.

- C. Samples: For each exposed finish.
- D. Product Schedule: Use same designations indicated on Drawings.
- E. Product test reports.
- F. Maintenance data.

#### 1.4 QUALITY ASSURANCE

- A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.
- B. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

#### 1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace windows that fail in materials or workmanship within specified warranty period.

Failures include, but are not limited to, the following:

1. Failure to meet performance requirements.
2. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
3. Faulty operation of movable sash and hardware.
4. Deterioration of vinyl, fiberglass, other materials, and finishes beyond normal weathering.
5. Failure of insulating glass.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

- C. Basis-of-Design Product: Subject to compliance with requirements, provide vinyl windows and doors by United Windows and Doors, Springfield, New Jersey, Marvin Windows and Doors, Warroad, Minnesota; and Anderson Windows and Doors, Bayport Minnesota. All windows shall be new construction with factory mounted nail fin. No built in J-channel will be allowed.

## 2.2 WINDOW

- A. Comply with AAMA/WDMA 101/1.8.2/NAFS.
  - 1) Performance Class and Grade: R30
- B. Thermal Transmittance: Provide windows with a whole-window, U-factor maximum indicated at 90-mph exterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
  - 1) U-Factor: 030 Btu/sq. ft. x h x deg F or less.
- C. Solar Heat-Gain Coefficient (SHGC): Provide windows with a whole-window SHGC maximum of 0.30 or less, determined according to NFRC 200 procedures.

## 2.3 GLAZING

- A. Glass and Glazing Materials: Refer to "Glazing" for glass units and glazing requirements applicable to glazed vinyl window units.
- B. Glass Clear, insulating-glass units, argon gas filled, with low-E coating pyrolytic on second surface or sputtered on second or third surface. Please note that to meet the minimum requirement U-Factor of .30 and SHGC of .30, upgrades to glass may be needed.
- C. Glazing System: Manufacturer's standard factory-glazing system that produces weather tight seal.
- D. All windows shall have color matched grilles between the sections of glass to match that of the existing window assemblies. Profile of grill must also match existing.
- E. All fixed window glass located in the stairwells and windows in bathrooms of the units shall be tempered glass. Patio sliders shall also be tempered glass.

## 2.4 INSECT SCREENS

- A. General: Design windows and hardware to accommodate screens in a tight-fitting, removable arrangement, with a minimum of exposed fasteners and latches. Fabricate insect screens to fully integrate with window frame. Full screens shall be provided, no 1/2 screens shall be allowed unless approved by the unit owner.
  - 1. Aluminum Tubular Frame Screens: Comply with SMA 1004, "Specifications for Aluminum Tubular Frame Screens for Windows," Residential R-30
  - 2. Aluminum Insect Screen Frames: Manufacturer's standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, adjustable rollers, Sections and Cross Braces: Roll



formed from aluminum sheet with minimum wall thickness as required for class indicated.

3. Finish: Anodized aluminum in manufacturer's standard color approved by the Owner.

B. Glass-Fiber Mesh Fabric: 18-by-14 mesh of PVC-coated, glass-fiber threads; woven and fused to form a fabric mesh resistant to corrosion, shrinkage, stretch, impact damage, and weather deterioration, in the following color. Comply with ASTM D 3656.

1. Mesh Color: Charcoal gray.

## 2.5 ACCESSORIES

## 2.6 FABRICATION

A. Fabricate windows that are reglazable without dismantling sash or ventilator framing.

B. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.

C. Mullions: Provide mullions and cover plates as shown, compatible with window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units. Provide manufacturer's standard finish to match window units.

D. Glazing Stops: Provide nailed or snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

E. Built in J-channel shall not be allowed.

F. All windows and doors shall be new construction style with nail fins.

## 2.7 SAFETY FEATURES

A. Any window installed within 24-inches of the finished floor that is located more than 72-inches above finished grade shall have fall prevention devices that conform to ASTM F 2090. These falls prevention devices shall limit the operable section of the window so as to not allow passage of a 4-inch diameter sphere. Window opening limiting devices shall be designed with release mechanisms to allow for emergency escape through the window opening without the need for keys, tools, or special knowledge.

B. All fixed window glass located in the stairwells and windows in bathrooms of the units shall be tempered glass. Patio sliders shall also be tempered glass.

C. All windows must meet current code requirements.

## PART 3- EXECUTION

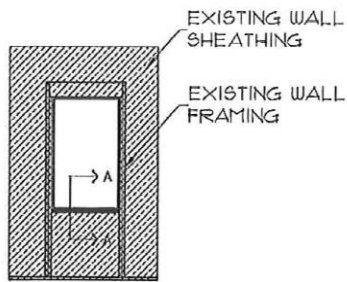
### 1.1 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components. Attached in the appendix are details showing the proper flashing methods for new windows.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weathertight construction. Install bituminous flashings in accordance with attached drawings.
- D. Place fiberglass insulation between window frame and rough opening frame to seal against air intrusion.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
- G. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances,
- H. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces,
- I. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.
- J. All Azek Trim shall be replaced with Azek Trim identical to the existing Azek Trim. Azek Trim must be installed in accordance with manufacturer's specifications, including stainless steel nails and caulk.

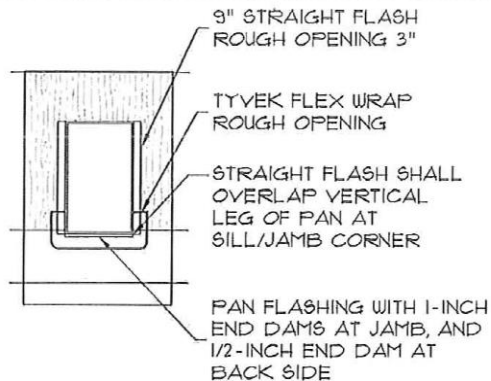
### Part 3 – Compliance

The Association may have the work inspected, at any time. Any product, installation or workmanship found to be not in accordance with the above specifications, or otherwise not in accordance with the Association Controlling Documents, must be corrected in a timely manner. In the event of failure to properly correct any defect in a timely manner, the Association may have the defects corrected and assess the cost back to the Unit Owner.

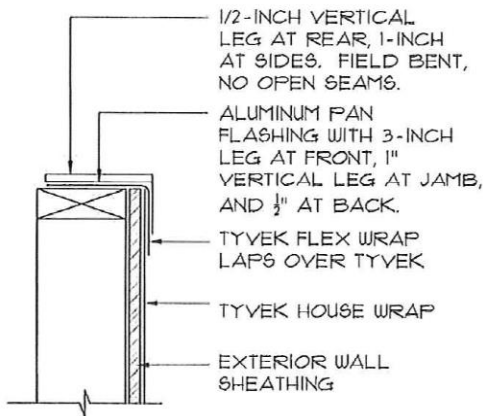




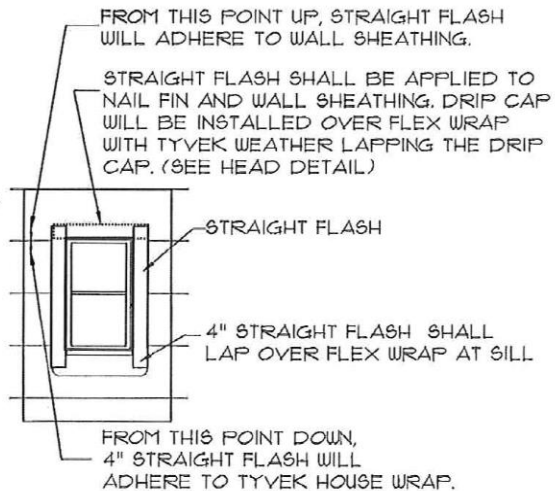
EXISTING FRAMING



EXISTING WINDOW OPENING



SECTION A-A



EXISTING WINDOW CONDITION

NOTE:  
THIS DETAIL SHOWS GENERAL FLASHING INFORMATION AND IS NOT INTENDED TO TAKE THE PLACE OF THE MANUFACTURE'S RECOMMENDATIONS FOR INSTALLATION.

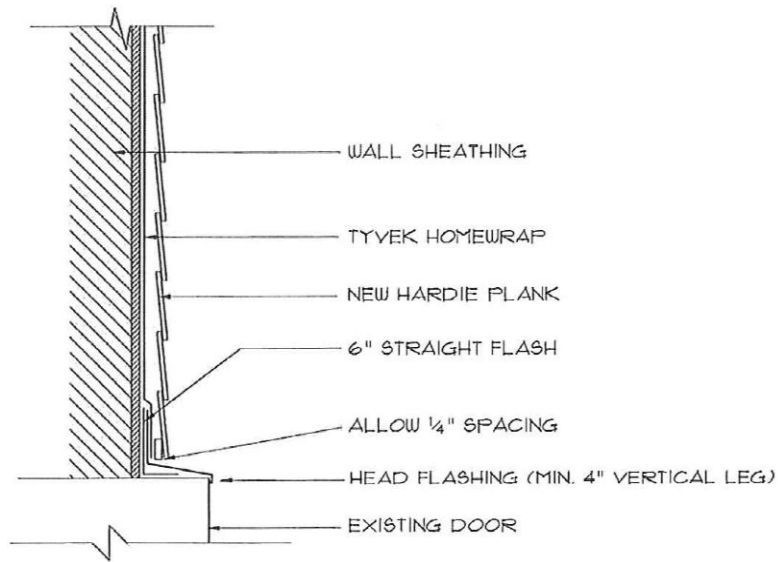
DESIGN IS SCHEMATIC, CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO BIDDING.

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|                          |   |  |   |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
|--------------------------|---|--|---|------|----------|----|----|-------------|----|------------|----|-------|----------|--------------|----------|-------|----------|-------|----------|---|-------------|--------|------|----------|--------|-----------------|----------|-----------------|-------------|-----------------|------|----------|
| SHEET<br><b>16 of 35</b> | HARDIEPLANK<br>WINDOW FLASHING<br>DETAIL<br>Daylesford Lake, C.A.<br>Berwyn, PA | <b>FALCON ENGINEERING</b><br> 5 Neshaminy Interplex, Suite 205<br>Trevose, Pennsylvania 19063<br>(215) 245-2245 | <table border="1"> <tr> <td>DATE</td> <td>04/12/11</td> <td>BY</td> <td>WJ</td> </tr> <tr> <td>DESIGNED BY</td> <td>MM</td> <td>CHECKED BY</td> <td>WJ</td> </tr> <tr> <td>SCALE</td> <td>AS NOTED</td> <td>DATE PLOTTED</td> <td>03/11/11</td> </tr> <tr> <td>NOTED</td> <td>10/11/13</td> <td>SCALE</td> <td>AS NOTED</td> </tr> </table> | DATE | 04/12/11 | BY | WJ | DESIGNED BY | MM | CHECKED BY | WJ | SCALE | AS NOTED | DATE PLOTTED | 03/11/11 | NOTED | 10/11/13 | SCALE | AS NOTED | <table border="1"> <tr> <td>PROJECT NO.</td> <td>04-124</td> <td>DATE</td> <td>03/11/11</td> </tr> <tr> <td>CLIENT</td> <td>DAYLESFORD LAKE</td> <td>LOCATION</td> <td>DAYLESFORD LAKE</td> </tr> <tr> <td>DESCRIPTION</td> <td>WINDOW FLASHING</td> <td>DATE</td> <td>03/11/11</td> </tr> </table> | PROJECT NO. | 04-124 | DATE | 03/11/11 | CLIENT | DAYLESFORD LAKE | LOCATION | DAYLESFORD LAKE | DESCRIPTION | WINDOW FLASHING | DATE | 03/11/11 |
|                          | DATE  | 04/12/11   | BY  | WJ   |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| DESIGNED BY              | MM  | CHECKED BY   | WJ  |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| SCALE                    | AS NOTED  | DATE PLOTTED   | 03/11/11  |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| NOTED                    | 10/11/13  | SCALE  | AS NOTED  |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| PROJECT NO.              | 04-124  | DATE   | 03/11/11  |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| CLIENT                   | DAYLESFORD LAKE   | LOCATION   | DAYLESFORD LAKE   |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
| DESCRIPTION              | WINDOW FLASHING   | DATE   | 03/11/11  |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |
|                          |   | WILLIAM J. PYZNAR<br>Professional Engineer PA: 60541002-E  | THIS PLAN IS NOT VALID UNLESS IT<br>CONTAINS AN ORIGINAL SIGNATURE BY<br>ENGINEER AND CONTAINS A RAISED SEAL<br>EMBOSSED OVER SIGNATURE   |      |          |    |    |             |    |            |    |       |          |              |          |       |          |       |          |   |             |        |      |          |        |                 |          |                 |             |                 |      |          |



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|--------------------------|---|--|--|---|
| SHEET<br><b>21 of 35</b> | Door Head Detail<br>Daylesford Lake, C.A.<br>Berwyn, PA | <b>FALCON ENGINEERING</b><br> 5 Neshaminy Interplex, Suite 205<br>Trevose, Pennsylvania 19063<br>(215) 245-2245 | SCALE: 1/4" = 1'-0"<br>DATE: 10/1/02<br>DRAWN BY: [unintelligible]<br>CHECKED BY: [unintelligible] | PROJECT: [unintelligible]<br>SHEET: 21 of 35  |
|                          |   |  | <b>STEVE WEINSTEIN</b><br>Professional Engineer NE #47511  | THIS PLAN IS NOT VALID UNLESS IT<br>CARRIES AN ORIGINAL SIGNATURE BY<br>ENGINEER AND CONTAINS A RAISED SEAL<br>EMBOSSED OVER SIGNATURE. |

**DAYLESFORD LAKE ARCHITECTURAL AND LANDSCAPING**  
**STANDARDS AND RULES**

The Architectural and Landscaping Standards and Rules, Page 135, is amended by adding to the Introduction of the following:

The Association's landscaping is contracted out to professional landscapers and no resident, including Board or Committee members, may interfere with or perform any work affecting the landscaping without first obtaining the written approval of the Association thru the Property Manager or the President of the Association.