

# MONTGOMERY WALK CONDOMINIUM ASSOCIATION

## COMMUNITY HANDBOOK

### STANDARDS, RULES, AND GUIDELINES

Revised November 2023

## INTRODUCTION

The purpose of this handbook is to serve as a convenient guide for members of the Association, residents, and their guests. The Association standards, rules, and guidelines have been established to help maintain the quality of life and to protect property values in the Montgomery Walk Homeowners Association.

Every owner and resident should become familiar with the contents of this Handbook. No rules can ever take the place of courtesy and consideration for one's neighbors. Everyone's cooperation and assistance is appreciated and expected.

Though the scope of the Owner's Manual broadly covers the most relevant issues affecting Montgomery Walk, it cannot address unforeseen issues that may arise. When such issues come up, the Management Company and the Board of Directors will be solely responsible for interpreting the issue and for reaching a just determination deemed to be in the best interests of the entire community.

## GOVERNING DOCUMENTS

Our community is governed by several documents that should be familiar to all the homeowners and residents of Montgomery Walk.

The **Declaration of Condominium** created the Condominium when it was filed with the Recorder of Deeds. The Declaration is, in effect, a set of deed restrictions that apply to the property and to everyone who lives here. It contains important principles for our community.

The **By Laws** are our constitution. They contain important provisions about how our leaders are elected and the scope of the Association's powers. The Bylaws also contain important limitations to protect the rights of the homeowners.

The Declaration and the Bylaws can only be amended by a vote of the Unit Owners. The third major piece of the Governing Documents is the Community Rules which are in this handbook. The rules are adapted by the Executive Board and administered by the Management Company.

Interested homeowners can learn more about the condominium organization and governance from the Community Association Institute ([www.caionline.org](http://www.caionline.org) or [www.cai-padelval.org](http://www.cai-padelval.org)).

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# 1. GENERAL PROVISIONS

1. The Executive Board of the Montgomery Walk Condominium Association is authorized and obligated to govern and administer the property. As part of its mission, and to help promote a more harmonious community, as to both the relations among members of the community and to the appearance of the property, the Executive Board has adopted these Community Rules. Whenever possible, these Community Rules should be interpreted with common sense to promote the policies and philosophy of the Association.
2. These Community Rules are intended to supplement the Declaration and the Bylaws of the Montgomery Walk Condominium Association. They will be in effect unless or until amended by the Executive Board. If there is a conflict between the provisions of these various documents, the Declaration first and then the Bylaws second shall prevail.
3. These Community Rules apply to all Unit Owners, Occupants, and Residents in the Community. The rules should be read in context and applied appropriately to everyone in the Community. It is the intent of the Executive Board that these rules be strictly enforced. All officers of the Association and other agents authorized by the Association are empowered to enforce The Community Rules of Montgomery Walk to assure compliance by all Montgomery Walk residents and their guests. These rules should be interpreted broadly and liberally in the best interests of the Montgomery Walk Community.
4. Decorum is to be observed within the Community and at Community Meetings. The use of profanity, taunting, stalking, repeated excessive phone calls or emails, disruptive behavior, abusive letter and email writing threats, or intimidation or harassment of any kind (i.e., words, gestures, actions, that tend to annoy, alarm, or abuse another person) are not acceptable in the Montgomery Walk Community. This code of conduct should be observed at all Board Meetings, Community Meetings, and Annual Meetings and in all communications related to Association business. If proper decorum cannot be followed due to any disruptive or abusive individual, the meetings will be adjourned and reconvened at a later date. The abusive individual may be given a warning. In the event of another incident, a fine may be assessed.

## **2. ASSOCIATION ASSESSEMENTS & MAINTENANCE FEES**

1. Association fees which include all assessments, fines, late fees, interest, costs of collection and any other charges due to the Association) are due on the first (1<sup>st</sup>) day of each month. If any account is not paid in full by the fifteenth (15<sup>th</sup>) of each month, a late charge of forty-five dollars (\$45.00) will be imposed for each month of delinquency.
2. If any Association fee is not paid in full within thirty (30) days after the due date, the delinquent account may, at the discretion of the Executive Board, be referred to the Association attorney for appropriate legal action. In accordance with the Pennsylvania Uniform Condominium Act and the Governing Documents, the Unit Owner will be held responsible for the entire cost of such legal action. In addition, judgments obtained by the Association may be reported to the appropriate credit bureau.
3. If an account is delinquent for more than sixty (60) days, the Executive Board may accelerate all the fees and charges to become due for the current fiscal year.
4. Any Unit Owner who is delinquent in the payment of any fees or charges due the Association(1) will not be permitted to vote in any Association election or ballot, (2) will not be permitted to seek or hold a position on the Executive Board, and (3) will not be permitted to use the Common Facilities of the Community.
5. In accordance with the required Lease Addendum and/or Non-Owner Acknowledgment, in the event any Unit Owner is delinquent in their monthly fee or assessments, tenants or other occupants of the unit will be required to pay part or all their rent directly to the Association until the balance is paid or until their lease is expired.

### 3. MAINTENANCE OF UNITS & COMMON ELEMENTS GENERAL RULES

3.1 Unit Owners must keep the interior and exterior of their Unit in good order and repair in accordance with the attached Component Responsibility Chart.

3.2. Unit Owners must purchase an HO-6 policy that covers the ten thousand dollars(\$10,000) deductible applicable to the master policy, Betterments & Improvements, personal belongings, and liability insurance for the Unit.

3.3. Unit Owners must keep their Unit, including any Limited Common Elements, clean and in good condition. Nothing can be nailed, screwed, placed, or hung on the Limited Common Elements. The Association has the right to compel any homeowner to maintain the exterior of the Unit in a way that will not cause damage to the Common Elements or harm to other Unit Owners. Any damage to the Common Elements or Limited Common Elements caused by the Unit Owner, his family, visitors, invitees, employees, agents, or tenants, will be repaired at the expense of the owner. Residents are prohibited from doing exterior work, except for the use of window washing. Power washing of the exterior requires approval of an **Architectural Exterior Change Request** form available from the Management Office. The contractor must have the prescribed level of Workmen's Compensation in place at the time the work is done and be applicable to the person performing the work.

3.4. No one may make or permit any disturbing noise in or from his/her Unit that will interfere with the rights, comfort, or convenience of neighboring Units. No owner or occupant of any Unit may carry on or permit to be carried on any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit, the Common Elements or the Limited Common Elements by the owner or occupant of any other Unit, or which creates a nuisance on the property. Loud noise of any kind is not permitted between 10 p.m. and 7 a.m.

3.5. No immoral, improper, offensive, or unlawful use shall be made of any portion of the Montgomery Walk property.

3.6. No Unit Owner or resident may use or permit any of his/her Unit or use or permit any use of the Common Elements or Limited Common Elements, in any manner that will increase the rate of insurance upon any part of the Montgomery Walk property.

3.7. Window air conditioners or fans are not permitted.

3.8. Antennas of any type that are visible outside the Unit are not permitted. No satellite dish may be installed in any Unit or on the Common Elements or Limited Common Elements, except as follows:

3.8.1. Satellite dishes less than one meter in diameter may be installed only on portions of the property which are owned by or within the exclusive use or possession of the Unit owner installing the dish.

3.8.2 Satellite dishes should be installed in the least obtrusive location possible that does not impair reception of an acceptable signal.

3.8.3. Unit owners should make reasonable efforts to conceal the satellite dish, including, but not limited to painting the satellite dish and its parts the same color as the portion of the property to which it is installed and screening or camouflaging the satellite dish.

3.8.4. Unit owners are responsible for the insurance, repair, and maintenance of their satellite dish and the part(s) of the property to which it is installed. Unit owners shall be responsible for any damage to the property because of the installation or maintenance of the satellite dish.

3.8.5. Prior to installation, the Unit owner must submit a **Notice of Satellite Dish Installation** form as required by the Association and acknowledgment of conformity to the requirements of the Association. This form may be obtained from the Management Company.

3.9. No one may plant, maintain, prune, or remove trees, shrubs, annuals, or other plantings on the Common Elements without written permission of the Executive Board.

3.10. No personal property may be left on any of the Common Elements. No tents, accessory structures, toys, or similar equipment of any kind are permitted on the Common Elements.

3.11. Basketball stands, portable tennis nets, or similar equipment are not permitted in the Association.

3.12. Garbage, trash, or rubbish and recyclable materials may not be stored anywhere on the premises other than inside a Unit or areas designated by the Association, per Section 12.

3.14. Rotted wood, trash, debris, rusted items, building materials, children's play toys, recreational items, pavers, paint cans, furniture, umbrellas, trash cans, pipes, boxes, or the like may not be stored on any patio, or under any deck.

3.15. Small amounts of non-rotted firewood may be stored on a patio or deck if placed off the surface on a non-rusted brace. Firewood may never touch the siding or fences or be stored in closets or storage rooms.

3.16. Propane grills may be placed on the deck or patio, but not on any of the turf areas. Only one propane tank is permitted under the grill at any time. Propane tanks may not be stored inside a Unit or in its garage space. Charcoal grills and fire pits are not permitted anywhere in the Community.

3.17. Commercial solicitation of any kind is prohibited on the property. This includes door-to-door soliciting, placards, signs, doorknockers, door hangers, phone calls, and the like.

3.18. No signs, advertising, or displays are permitted on any part of the Unit, except for a small non-illuminated security sign and address sign. No signs, posters, fliers, circulars, handouts, or other forms of advertising may be distributed anywhere on the property. Real estate agents and private home sellers are permitted to place "Open House" signs at the intersection entrances to the Association on the morning of an open house, but those signs must be removed immediately after the event is completed. Unit Owners may keep one standard, one square foot "For Sale" sign in the window of the Unit. The Executive Board may, upon written request, permit non-commercial signs to be distributed on the property.

3.19. All units must have at least one working smoke detector on each level of the Unit.

3.20. No highly flammable, combustible, explosive, or otherwise hazardous materials, may be kept in any Unit or in Common Elements at any time.

3.21. Damage to the Common Area caused by the actions of a Unit Owner or his/her family, guest, Lessees, pets, grandchildren, shall be replaced or repaired at the expense of the Unit Owner.

3.22. Clothes, sheets, blankets, rugs, or laundry of any kind, or other articles, may not be hung outside the Unit.



3.23. Holiday decorations may be installed thirty (30) days prior to the holiday celebrated and must be removed within twenty-one (21) days following the holiday. White window candles, and white and colored holiday lights are acceptable, but cannot be affixed, hung, or draped from any Common Element. Musical decorations are not acceptable.

3.24. Window treatments visible from the street must be white, beige, or wood grain on the side facing the street, but can be any other color facing the interior of the Unit.

## **4. AMENITIES**

4.1. The pool area is open 6 a.m. until 10 p.m. in season. The clubhouse is open 5 a.m. to midnight. The tennis court is open 7:30 to 9 p.m.

4.2 There are no lifeguards on duty in the pool area at any time. Swimmers enter the pool at their own risk. No one should ever swim alone.

4.3. No person under the age of eighteen (18) is permitted in the pool area unless accompanied by and under the supervision of a responsible adult over the age of eighteen (18), such as a parent , guardian, or legal guardian.

4.4. Households are permitted to have a maximum of four (4) guests at any one time. A resident must always accompany his or her guest(s) and are responsible for the conduct of their guest(s).

4.5. All children using the pool must be toilet trained due to health reasons. Diapers are not permitted in the pool at any time by children or adults.

4.6. Pool “noodles” are permitted . All other water toys, floats, rings, balls, and other similar items are considered a safety hazard and are prohibited.

4.7. Running, diving, rough housing, ball playing, and/or abusive language are not permitted in the pool area. Entry into the pool may not be the result of diving or jumping from the pool deck into the pool.

4.8. Glass containers and other breakable items are not permitted in the pool area. Food for consumption may be eaten at the tables pool side, but not while using the chaise lounges or recliners. All trash must be disposed of in trash containers outside of the pool area.

4.9. Pets, except for service animals, are not permitted in the pool area.

4.10. Headphones must be used with all listening devices including cell phones. Tablets, and the like.

4.11. Baby carriages and strollers must be placed in the sitting area away from the pool and situated in such a manner as to interfere with passage on paths or in any way that creates a potentially hazardous situation.

4.12. Proper attire must be worn at the pool.

4.13. Proper attire such as a cover up is required in the club house. Wet bathing suits are not permitted in the club house.

4.14. No one under the age of eighteen (18) is permitted in the hot tub.

4.15. Sitting or walking on the walls of the hot tub or jumping in over the wall between the hot tub and pool is prohibited.

4.16. Smoking is not permitted within the pool area, club house, tennis court, or putting green.

4.17. Residents and owners will be assessed for any damages or other expenses resulting from a violation of any rules pertaining to the amenities.

4.18. Guests and relatives must provide their own chairs at the pool area on weekends and holidays.

4.19. An emergency exit device is located on a post inside the pool area for each entry gate. They are to be used for egress only in the case of emergency. The gate may not be propped open for re-entry. You must use your fob to re-enter.

4.20. Violations of these rules may result in the loss of fob privileges for the season, as well as a fine.

4.21. The tennis court may be used by singles for sixty minutes, and by doubles for 90 minutes. At the end of the time, the court must be relinquished to the waiting group.

## 5. HOME BUSINESS

5.1. Units may be used only for residential purposes. Commercial activities are not permitted in Montgomery Walk.

5.2. Home occupations are permitted with the proper written approval of the Executive Board. Applications for approval of a home business will be evaluated on the following criteria:

a. Whether the activity is permitted in the community by the Montgomery Township Zoning Ordinance.

b. The extent to which the activity unreasonably interferes with the other Unit Owners' use of the Common Elements, the property, or the quiet enjoyment of their units.

c. The burdens placed on the property by the activity, including requirements for parking, use of the Common elements to support the use or activity and the like.

d. Such other matters as may impact on the use, benefit, and enjoyment of the Units and property, the value of the Units, and the quiet enjoyment of the property.

5.3. The Board may deny any application that it deems is not in the best interest of the community and/or may attach such condition on approval of any application as it deems necessary or proper to assure compliance with the Declaration, Bylaws, and Rules of the Association.

5.4. The Board shall have the authority to impose fees or charges for approval of the application to offset the administering this regulation, and to the extent of the Common Elements, or Limited Common Elements are used in connection with the activity to reflect the value or use of the facility.

## **6. PETS**

6.1. It is the policy of the Montgomery Walk Condominium Association that pets should not have any impact on neighbors, and that only pets that can be confined to the Unit should be kept within the Unit. The Executive Board recognizes that many people believe pets should not be permitted in the community and recognizes the provisions of the Declaration authorizing the Executive Board to adopt appropriate rules governing pets.

6.2. A Unit owner may keep one dog, or two (2) small dogs not exceeding ten (10) pounds each, or two (2) domesticated cats as a household pet. Any animal, in the judgment of the Executive Board, poses a threat of injury or damage is not permitted.

6.3. Pets must not constitute a nuisance to others.

6.4. Any time a pet is permitted to relieve itself anywhere in the Montgomery Walk property, the animal's waste must be cleaned up immediately.

6.5. Leashing or tethering pets to any of the Common Elements or Limited Common Elements is not permitted. Pets are not to be left unattended outside of the Unit at any time.

6.6 Any damage(s) caused by a pet shall be the responsibility of the pet's owner.

6.7. Pets are not permitted to run loose or uncontrolled anywhere in the Condominium. When outside, all pets must be kept on leash and under control.

6.8. Owners are responsible for any property damage, injury, or disturbance caused by pet(s) belonging to themselves, lessees, or guests.

6.9. Pets are not permitted on the tennis court or putting green.

## **7. OCCUPANCY : LEASING & NON-OWNER OCCUPANTS**

7.1. Montgomery Walk is a “55 and over” community with residency restricted such that at least one(1) resident must be fifty-five (55) years of age or older.

7.2. No person under the age of nineteen(19) may occupy a Unit, provided if family members, under nineteen (19) years of age, or occupants of a Unit otherwise permitted by the Declaration may reside in a Unit for not more than three (3) months in any twelve (12) month period.

7.3. The Executive Board will verify compliance with the Community’s age restrictions periodically as required by Federal Law and will take such other actions as may be required by Federal Law to maintain the status of the condominium.

7.3.1. Every Unit Owner who intends to sell their Unit must provide a copy of the Association’s fifty-five (55) or Older Housing Policy. It is available to any prospective purchaser or tenant, prior to the signing of an agreement of sale or lease. Each agreement of sale or lease must contain a statement in boldface type about the Association’s fifty-five (55) or Older Housing Policy.

7.3.2. No occupant, either an Owner or Tenant, may take occupancy of the Unit until they have proven to the satisfaction of the Association that at least one occupant of the Unit is fifty-five (55) or older.

7.4. No more than four (4) people can occupy a Unit for more than seven days without the approval of the Executive Board and notification to the Management Company.

7.5. A Unit may not be leased or sub-leased for transient or hotel purposes, or for an initial term of less than one year.

7.6. A Unit may not be leased or sub-leased unless a copy of a written lease or sub-lease is furnished to the Executive Board within ten (10) days after it is signed. Every written lease or sub-lease must include the Montgomery Walk Condominium Association Approved Lease Addendum, which shall be executed by both the lessee and lessor.

7.6.1. All lessees are subject to and bound by the Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association. In addition, the lessors are liable for any violation of the Declaration, Bylaws, and the Community Rules of

the Montgomery Walk Condominium Association by their lessees, their lessees' guests, and/or invitees.

7.6.2. Any Unit Owner leasing or sub-leasing a Unit must provide a copy of the Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association to their lessees.

7.6.3. Owners are responsible for all actions of the tenants with respect to condominium property, including fines, penalties, and expenses.

7.6.4. Consistent with the Unit Owner's and lessee's obligation to comply with the Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association, lessee and lessor must agree that if the Unit Owner of the leased Unit does not pay any assessment made against such Unit, and such failure continues for thirty (30) days, the Executive Board may notify the lessee of such Unit of the amount due. Thereafter, such lessee must pay all lease payments accruing under the lease to the Executive Board, for the Association, up to amount(s) shown to be due from the Unit Owner in the Board's notice. All amounts so paid by the lessee will be credited against and will offset the corresponding lease installment due to the Unit Owner, but under no circumstances will the lessee be obligated to pay to the Association any amount for unpaid assessments during any one month which is in excess of the lease payment due from the lessee for such month.

7.7. The Association recognizes that persons other than the Unit Owner may occupy some units, even in the absence of a landlord-tenant relationship. Notice of such occupancy must be given to the Association in writing in accordance with these Rules.

7.7.1. All residents and occupants are subject to and bound by the Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association. In addition, the Unit Owner shall be liable for any violation of the Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association by the occupants of their Unit, and the occupants guests and/or invitees,

7.7.2. Any Unit Owner allowing a Unit to be occupied by another person(s) must provide a copy of Declaration, Bylaws, and the Community Rules of the Montgomery Walk Condominium Association to such person(s).

7.7.3. Unit Owners are responsible for all actions of the occupants with respect to the condominium property, including fines, penalties, and expenses.

7.7.4. The occupant of such a Unit must complete a **Non-Owner Acknowledgment** form and a copy must be provided to the Association within ten (10) days of such occupancy.



## **8. AUTOMOBILES – PARKING**

8.1. Only resident owned private passenger automobiles with proper license and registration and Montgomery Walk parking sticker affixed to the windshield are permitted in Montgomery Walk. Boats, trailers, mobile homes, recreational vehicles, all-terrain vehicles, and commercial vehicles or the like may not be parked in the community. Small pickup trucks are permitted when used exclusively for personal, non-commercial transportation.

8.2. Residents with one(1) or two (2) vehicles must park their vehicles in their garage. Residents who live on Lincoln or Eisenhower may utilize their driveway. Residents with more than two (2) vehicles in the community may park the additional vehicle(s) with proper Montgomery Walk decal(s) in the overflow parking areas.

8.3. Commercial vehicles including, but not limited to, trucks, tractors, vans, vehicles with commercial lettering, vehicles with more than four (4) wheels, vehicles with equipment boxes or storage containers, vehicles with ladders or ladder racks, municipal work vehicles, and windowless vans are prohibited from overnight parking in the community. Commercial vehicles are permitted only during daytime hours, and in conjunction with repairs, maintenance, and construction projects within the community.

8.4. Overnight parking of commercial vehicles, boats, trailers, recreational vehicles, or all terrain vehicles, or the like are prohibited.

8.5. Overflow parking areas may be used as follows:

8.5.1. Storage of vehicles in overflow areas is prohibited/These areas are for guest parking. Any vehicle that is parked unmoved for at least one week will receive a ticket. Any vehicle that is parked for at least thirty (30) days may be towed at the owner's expense, unless approved by the Executive Board.

8.5.2. During the snow removal season, owners must cooperate with equipment operators by garaging cars or moving them to another overflow area. Vehicles parked in overflow areas during snow operations may be plowed in and the community will not be responsible for damage from accumulated snow or snow removal efforts around the vehicle.

8.5.3. During periods that a resident may be away with friends or relatives, residents may not use overflow parking as a parking area for them, nor can they park one of their cars in the overflow area to afford their guest use of their garage space.

8.6. Motor vehicles may park only in authorized parking areas. No motor vehicles may be parked in such a manner as to interfere with the movement of traffic through the

Montgomery Walk Community. Additionally, no motor vehicle shall be parked in such a manner as to block or impede the use of fire hydrants, entrances to any building(s), posted fire lanes, or any areas marked with yellow stripes.

8.7. Parking in violation of these Community Rules of Montgomery Walk is deemed to create a hazardous condition that would endanger the health and safety of the Montgomery Walk Community. Any vehicle parked in violation of these Community Rules of Montgomery Walk may be towed without warning at the owner's expense and the owner may be assessed a fine by the Association.

8.8. No unregistered or inoperable vehicles may be moved onto or kept on the property. Any vehicle considered inoperable or abandoned will have a towing notice affixed to the windshield or other prominent place on the vehicle declaring it abandoned, warning of its impending removal by a commercial towing service and setting forth the date of the posting and the date of the removal. If the vehicle is not removed within seventy-two (72) hours after being posted, then the vehicle will be removed by a commercial towing service at the owner's expense and all further communications regarding the vehicle will be with the commercial towing service. Should the abandoned vehicle belong to a Unit Owner or tenant, the Unit Owner will be fined by the Association at the rate of fifty dollars (\$50.00) per day for each day the abandoned vehicle remains on the property.

8.9. Guests are permitted to park in the designated parallel parking spaces within each courtyard for periods not to exceed three (3) nights on an occasional basis. No vehicles are allowed to remain in these parallel spaces longer than three (3) nights without Board approval, or risk being towed at the owner's expense. Residents are not permitted to park in these parallel spaces from dusk to dawn.

8.10. Parking is permitted for Unit Owners on Lincoln and Eisenhower in the Unit Owner's garage or on the Unit's driveway. Street parking is not allowed, except for service contractors performing maintenance or Unit repair, as long as they are not impeding traffic flow. Guest, visitors, and invitees must park in the designated parallel parking areas along East and West Kennedy and Eisenhower Lane for up to seven (7) nights. Longer periods need Board approval or risk being towed at the owner's expense.

8.11. The parking area located within the roadway right of way and elsewhere on the property are to be utilized by owner's guest for non-permanent parking for any period exceeding seven (7) days. No parking is allowed on the roadways other than in the designated areas.

8.12. No vehicles may be parked parallel or perpendicular in a courtyard or in front of courtyard to impede or prevent access to fire lanes.

8.13. All residents, guests, lessees are required to adhere to the posted speed limit within the community, execute a full stop at all stop signs, and adhere to all rights of way for pedestrians. Failure to adhere to these rules may result in a fine or loss of privileges within the community.

8.14. Should an extenuating circumstance arise which would require a **temporary** parking allowance causing non compliance with the parking rules, please notify the Management Company specifying the reason and the request.

## **9.0. ALTERATIONS, IMPROVEMENTS, AND ADDITIONS**

9.1. No one may make any exterior repairs, additions, alterations, modifications, or improvements to any Unit or to any portion of the Common Elements or Limited Common Elements without the written approval of the Executive Board.

9.2. Any exterior work to any Unit or to any portion of the Common Elements or Limited Common Elements shall be done only by qualified contractors or similar personnel and must be consistent with the standards and requirements of the Association.

9.3. Applications for approval of any exterior work to any Unit or to any portion of the Common Elements or Limited Common Elements shall be made in writing on the appropriate forms approved by the Executive Board, and shall contain at least the following information:

(a) a description of the work to be performed, including ( if reasonably possible) a drawing showing the proposed work to be performed;

(b) the name and address of the person(s) who will actually perform the work;

(c) satisfactory evidence that the person(s) who will actually perform the work is licensed to perform the work at the time the work will be performed,

(d) satisfactory evidence that the person(s) who will be performing the work are insured at the time the work will be performed according to the requirements of the Executive Board, including but not limited to general liability insurance, workmen's compensation insurance, and automobile insurance.

(d) an acknowledgment that the Unit Owner is responsible for any damage to the Common Elements or Limited Common Elements, or to any other Unit resulting from such work.

## 10.STANDARDS FOR BUILDINGS AND GROUNDS

### 10.1 Landscaping

10.1.1. All Unit Owners are encouraged to water landscaped areas not covered by the sprinkler system. This includes areas with trees, shrubs, and flowers which do not get adequate water supply because of obstruction by other plants or trees or deficient range of the sprinkler system.

10.1.2. Homeowners are permitted to plant flowers, bulbs, and perennials inside existing side and front beds. Since they are already filled with several types of bushes, flowers can be planted in remaining open areas as long as they are no higher than the adjacent bushes around them. The homeowner shall bear the cost and maintenance of the improvements.

10.1.3. Requests for the replacement of existing shrubs, bushes and trees must be approved by the Board. A **Request for Exterior Alterations** form is available from the management office and the web site.

10.1.4. Additions or changes to existing landscaping at the front, side or rear of the home must be approved by the Executive Board. A **Request for Exterior Alterations** form is available with instructions for submitting the request at the management office,

10.1.5. Vegetable and fruit bearing plants or trees or separate vegetable/fruit beds are not permitted in flower beds. Small containers of decorative vegetables or fruits are permitted on the Unit Owner's deck. Containers must be no larger than 5 gallons. No plants or vegetable plants can be hanging from the bottom of the deck but may drape from the side of the deck.

10.1.6. Additional landscaping or extensive landscaping of the rear of the home requires the approval of the Executive Board and will be reviewed on a case-by-case basis upon the submittal of a **Request for Exterior Alterations** form. This includes those Units/Courts which border on the Peco/Montgomery Walk tree line and Enclave Blvd. In the case of the former, the planting of flowers/shrubs along the front of the trees without infringing on the existing grass also needs approval of the Executive Board and a **Request for Exterior Alterations** form to be submitted. All approvals by the Board are at the Unit Owner's expense and ongoing maintenance responsibility.

10.1.7. Unit Owners are responsible for maintaining all items they plant in a neat, attractive manner, including those in planters and baskets. All dead material must be removed and/or replaced in a timely manner.

10.1.8. As of April 2016, patios are not permitted under any deck or on any property including walk out basements.

10.1.9. Any changes to landscaping in the front of the courtyard walls must be approved by submitting a **Request for Exterior Alterations** form to the Executive Board for approval.

10.1.10. A limit of two (2) planters are permitted on either side of the garage on units with a single garage door. Units with two (2) garage doors may have three planters – one on each side and one in the middle of the two (2) doors. Height restrictions will also apply.

## **10.2. Decorations – Garden Ornaments**

10.2.1. Nothing can be placed on the front steps and entry walks. There is a limit of two (2) items on landings ( for example 2 plants or decorative items) not exceeding two (2) feet in height and fifteen (15) inches in width. All items are to be tasteful in color to complement the surroundings. If your model can safely accommodate two (2) small chairs or a bench on the landing, it is permitted. An extra planter is permitted at the corner of Dayton and Eversley models.

10.2.2. Decorative items or garden ornaments are limited to three (3) per unit only in the front mulch beds at the Unit Owner’s risk. Ornaments and decorative items must be no higher than two (2) feet in height and one (1) foot wide.

10.2.3. A limit of one (1) shepherds hook per Unit is permissible within the mulch bed. The shepherds hook can be either a single or double hook. Up to two (2) shepherds hooks may be affixed to the deck but must not impede the work of landscaping.

10.2.4. No outdoor furniture, chair, or bench of any kind is permitted in the Common Areas, or mulch bed. Planters or flowerpots are not permitted in mulch beds.

10.2.5. Freestanding decoration, bird feeders, flags, and bird baths are not permitted in common area lawns or curbs and are prohibited at all times of the year. You may put them in mulch beds.

## **10.3. Exterior Lighting**

10.3.1. Landscape lighting must be no more than ten (10) inches above ground level and must be a minimum of three (3) feet apart. They must be identical in style and color per unit. Only white lights are permitted. Landscape lighting must be in mulch beds only, none may be placed in grass.

## **10.4. Property Review**

10.4.1. The Management Company will be inspecting the property on a routine basis to maintain all standards set forth in the rules and regulations, including landscaping.

## **10.5. Decks**

10.5.1. Deck enlargement requires written approval from the Executive Board.

10.5.2. The Unit Owner shall be responsible for any damage to their Unit resulting from the enlargement of their deck.

10.5.3. Other than routine cleaning, deck maintenance and repair is the responsibility of the Association. The Association will bear the cost of power washing and staining the decks every three (3) years.

10.5.4. The Unit Owner is allowed to install composite decking at Unit Owner's expense. The approved deck material is Timber Tech earthwood evolution, and the approved color is brown oak. The floorboards and top rail are the only approved portions of the deck that can be changed.

10.5.5. Deck gates may not be installed. A small number of deck gates were approved in the past and are grandfathered.

## **10.6. Awnings**

10.6.1. The awning installation requires written approval from the Executive Board.

10.6.2. Rear deck awnings must conform to the actual size of the deck. The awning must be perfecta Sunesta 2000, motorized retractable awning in taupe tailored bar stripe #4945-000 with straight edge valance. Approved matching side curtains are available from the awning company.

10.6.3. All costs for installation, maintenance, and repair/replacement of any retractable awning shall be borne by the Unit Owner and shall not be treated as Common Element or Limited Common Element expense.

10.6.4 If the Association power washes the buildings, the Association will not be responsible for any damage to any awning.

## **10.7. Clotheslines**

10.7.1. Clotheslines are not permitted. Clothes, sheets, blankets, towels, or other laundry may not be hung outside on any part of the property.

## **10.8. Front Doors and Garage Doors**

10.8.1. Front door and garage door replacement requires written approval of the Executive Board.

10.8.2. Front and garage doors are to be maintained by the Unit Owner. When the doors need to be replaced and or repainted, they must be replaced /repainted with the same looking style, size, and color of the current doors.

### **10.9. Storm/Screen Doors**

10.9.1 Storm/screen door installation requires written approval from the Executive Board. Approval on the appropriate Request for Exterior Alterations form is required.

10.9.2. Information regarding the approved storm/screen door make and model will be provided by the Management Company upon request. It must conform to full lite style, color black, with brushed nickel hardware.

### **10.10. Drones**

10.10.1. The use of drones in or on the Common Elements including the vertical air space up to one thousand (1000) feet is prohibited.



## **11. SNOW REMOVAL**

11.1. Snow will be removed from roadways, driveways, and extra parking areas as provided by the Association. This also includes the clubhouse and all walkways.

11.2. Ice melting chemicals will be applied as appropriate and determined by the contractor.

11.3. When snowstorms are predicted, all vehicles must be parked in the Unit Owner's garage or provided street parking areas. Absolutely no street or club house parking is permitted during a snowstorm.

## **12. TRASH MAINTENANCE**

12.1. Trash and recycling receptacles are to be stored within the confines of the owner's unit.

12.2. All trash receptacles are to be placed next to the garage, or in the case of units on Lincoln Drive and Eisenhower Lane, at the curb no earlier than 5 p.m. the evening before scheduled pickup. Trash pickup is scheduled on the same day each week unless informed of a change by the Management Company.

12.3. All trash and/or recycling containers must be returned to storage within the Owner's Unit no later than the evening of the scheduled pickup day.

12.4. All trash must be in a proper receptacle. The only exception is any large item that has been approved for pickup by the trash contractor.

12.5. Residents are entitled to one bulk pickup per month at no additional expense. Additional items will be billed directly to the resident by the contractor. Residents must call our waste disposal company to arrange for pickup.

12.6. Residents should contact the Township for information about hazardous waste (i.e., paint cans, oil, etcetera) or electronic equipment (computers, printers, monitors, etcetera) disposal.

12.7. The trash and garbage receptacles at the clubhouse parking lot are to be used only in conjunction with clubhouse activities, and for use by the maintenance crew that cleans the clubhouse. Under no circumstances should pet waste be placed in these receptacles. Violation of this rule will result in a fine.

## **13. REPORTING and VIOLATION PROCEDURES**

13.1. Violations must be reported in writing to the Management Company. Please include the violation and the address of the violator if known, and the time and date of the violation. If it is a vehicle violation, the model, plate number, and color of the car should be included. All information will be kept strictly confidential.

13.2. A member of the Executive Board and /or representative of the Management Company shall investigate the complaint to determine whether a violation has occurred and if follow action is required.

13.3. In the event of a violation of the Declaration, Bylaws, or Community Rules has occurred, written notice of the violation shall be given specifying :

- (a) the alleged violation.
- (b) the fine or other sanctions applicable to the violation. and
- (c ) a statement of the violator's right to a hearing.

13.4. At least ten (10) days written notice shall be transmitted by certified mail to the violator before any hearing. At the hearing, the violator shall have the right to participate and present evidence.

13.5. The Executive Board may, but shall not be required to, issue a warning or other admonition with respect to a violation without imposing a fine or other sanction.

13.6. For any violation of the Declaration, Bylaws, or Community Rules, the Executive Board may impose a fine of up to one hundred dollars (\$100.00), and up to five hundred dollars (\$500.00) for multiple offenses. Each day on which a violation is committed or continues to exist shall be a separate violation and shall be subject to a separate fine (a fine may be imposed for each day on which a violation exists). In addition to a fine, the Executive Board may suspend the membership privileges of the Unit Owner and all residents of the Unit including the right to vote and/or the right to use the clubhouse, pool, tennis court, or putting green.

## **14. GARAGE SALES AND ESTATE SALES**

14.1. Montgomery Walk authorizes one community wide garage sale event per year. All Unit Owners may participate in this event.

14.2. Montgomery Walk prohibits all individually run garage sales or estate sales.

## **15. DRYER VENTS AND SPRINKLER SYSTEMS**

15.1. It is the responsibility of each Unit Owner to have their dryer vents professionally cleaned every three (3) years. A reminder notice of this effect is sent by the Management Company. The Unit Owner must then submit proof of this action to the Management Company.

15.2. If your Unit is equipped with a Sprinkler System. It is the responsibility of each Unit Owner to have their Sprinkler System professionally serviced every five (5) years. A reminder notice of this effect is sent by the Management Company. The Unit Owner must then submit proof of this action to the Management Company.

# MONTGOMERY WALK CONDOMINIUM ASSOCIATION

## COMPONENT RESPONSIBILITY CHART

### Ownership Key

### Costs Key

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#### CE Common Element

The land and facilities owned by all Unit Owners in common, by percentage Interest. Maintained by the Association, with expenses charged as Common Expenses.

#### CE Common Expense

Association costs shared by all Unit Owners

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#### LCE - Limited Common Element

Part of the Common Elements allocated for the exclusive use of one or more (but less than all) Unit Owners

#### LCE Limited Common Expense

Expenses incurred by the Association on behalf of one or more Unit Owners, and charged to such Unit Owners.

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#### U Unit

The land and the Dwelling Unit owned and maintained by the individual Unit Owner.

#### Responsibility Key = M R R

Maintenance, Repair, Replacement.

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<b>COMPONENT</b>	<b><u>OWNERSHIP CATEGORY</u></b>	<b><u>ASSOCIATION RESPONSIBILITY</u></b>	<b><u>CHARGED AS</u></b>
<b>Multi-Level Community Building</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Swimming Pool</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Tennis Court</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Internal Roadways</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Storm Water Facilities</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Parking Areas</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Walking Trails</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Sidewalks</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Sanitary Sewer Laterals</b>	<b>LCE</b>	<b>MRR</b>	<b>LCE</b>
<b>Water Laterals</b>	<b>LCE</b>	<b>MRR</b>	<b>LCE</b>
<b>Stoops, Front Steps</b>	<b>LCE</b>	<b>MRR</b>	<b>LCE</b>
<b>Driveways &amp; Entrance Walks</b>	<b>LCE</b>	<b>MRR</b>	<b>CE</b>
<b>Snow Removal</b>	<b>CE</b>	<b>Ordinary Cleaning Ice Melt</b>	<b>CE</b>

<b>Yard Area</b>	<b>LCE</b>	<b>MRR</b>	<b>CE</b>
<b>Retractable Awning</b>	<b>LCE</b>	<b>NONE</b>	<b>NONE</b>
<b>Exterior Doors</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Garage Doors</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Sliding Glass Doors</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Doorbell and Hardware</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Door Jambs and Frames</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Window Frames (including glass and screens)</b>	<b>U</b>		<b>NONE</b>
<b>Air Conditioner Pads</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Pipes and Fixtures Serving only 1 Unit</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Basement</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Garages</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Oven, Range, Dishwasher</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Garbage Disposal</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>



<b>Washer, Dryer, Dryer Vents</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Sinks, Tubs, Cabinets, Lavatories, Water Closets</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Exhaust Fans</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Light Fixtures</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Floor Covering</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>VAC Equipment</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Lawns, Trees, Etc.</b>	<b>LCE</b>	<b>MRR</b>	<b>CE</b>
<b>Gutters and Downspouts</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Roofs</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Siding</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Stucco</b>	<b>CE</b>	<b>MRR</b>	<b>CE</b>
<b>Basement Doors &amp; Bilko Doors</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Fireplace &amp; Chimney</b>	<b>U</b>	<b>NONE</b>	<b>NONE</b>
<b>Exterior Decks</b>	<b>LCE</b>	<b>MRR</b>	<b>ICE</b>

## **Dryer Vent Cleaning**

**The Unit Owner is Responsible for Professional Dryer Vent Cleaning Every Three (3) Years.**

## **Sprinkler System Servicing**

**The Unit Owner is Responsible for Professional Sprinkler System Servicing Every Five (5) Years**

# MONTGOMERY WALK CONDOMINIUM ASSOCIATION IMPORTANT INFORMATION

## MW Board of Directors

President	Rich Sorrentino	215-896-7254
Vice President	Jon Sternlieb	267-278-3239
Secretary	Dick Bennett	267-419-8688
Treasurer	Claire Bruno	901-240-5195
Member At Large	Doug Goldberg	914-582-2063

## Galman Management Company

Barbara Saxton	<a href="mailto:bsaxton@galmongroup.com">bsaxton@galmongroup.com</a>	215-886-2000 ext 204
Deborah Toliver	<a href="mailto:dtoliver@galmongroup.com">dtoliver@galmongroup.com</a>	215-886-2000 ext 211

**REPAIRS** – The Association has primary responsibility (maintenance, repairs, replacements, and improvements) for the Common Elements and Limited Common Elements. Unit Owners have primary responsibility for their Units, The Component Responsibility Chart offers guidance for various parts of the buildings in the Community. The Association reserves the right to assess Limited Common Expenses against the Units benefitted by those expenses.

If you think your home requires exterior repairs, please contact the Property Manager, Barbara Saxton, at the Galmon Group 215-886-2000 or [bsaxton@galmongroup.com](mailto:bsaxton@galmongroup.com).

**SALES** - If you intend to sell your home, you must notify the Association so that an exterior home inspection can be completed and so that a Resale Certificate can be issued.

Section 3407 of the Pennsylvania Uniform Condominium Act requires that all sellers provide purchasers with a resale certificate and package within 10 days after signing a purchase and sale agreement. The package includes the Declarations, Bylaws, Rules and Standards, all Association forms, and disclosures. This package is to be ordered from the Association management company upon signing the purchase and sale agreement. The cost of this package is borne by the homeowner.

**INSURANCE** – The Association maintains a Master Policy and has a limited building coverage policy. It provides liability coverage for common facilities , but not for individual homeowners. The Master Policy contains a ten-thousand-dollar (\$10,000) deductible.

The Association has no responsibility to, and will not, repair any exterior damage to units unless such damage is covered by the liability or general insurance maintained by the Association.

**Montgomery Township** – For information about hazardous waste disposal and other township matters contact the Montgomery Township at 215-855-0510.

**Montgomery Township Police Department** 215-362-2301.

**Montgomery Walk Condominium Association Forms**

**available for the Management Company**

**Approved Lease Addendum**

**Non-Owner Acknowledgment**

**Exterior Change Request**

**Notice of Installation of Satellite Dish**

**55+ Age Verification**

**Vehicle Registration**

**Pet Registration**