

GERMANTOWN MANOR CONDOMINIUM RULES & REGULATIONS

1. Sidewalks, entrances, passages, elevators; vestibules, stairways, corridors, halls and all common elements must not be obstructed in any way. No personal property shall be stored in common areas. No garbage cans, debris or supplies shall be placed in any common area. No linen or laundry of any kind shall be hung or shaken from any window, door, or fire tower.

2. No unit owner or renter shall make or permit any noises or do anything which will interfere with the rights, comforts, convenience or quiet enjoyment of others. Unit owners shall not permit any objectionable odor to emanate from their unit. Nothing shall be shaken, swept, thrown, or dropped from the windows, or into any common area. Refuse and garbage shall be placed only in bins provided. No refuse or garbage shall be inappropriately disposed of in drains or toilets.

3. The following modifications to the building require the explicit consent of the Council. Any installation without this consent is subject to removal, without notice, at the cost to the Unit owner for whose benefit the installation was made:
 - Any antenna or external wiring.
 - Any sign, advertisement, notice or lettering in any part of the property, including unit windows, with the exception of a single small non-illuminated name sign on the door to the individual Unit or Commercial area, and on the mailbox.
 - Any awning, canopy, shutter or projection to the outside walls;
 - Any projecting air conditioner or fan.
 - Offensive or inappropriate blinds, shades or screens, door hangings, or decorations.

4. No immoral, improper, offensive or unlawful use shall be made of the property and all laws, ordinances, and regulations of all relevant governmental bodies shall be observed. Consumption of alcoholic beverages and/or smoking in or on the common areas of the Property is prohibited.

5. Except with written permission of the Council, no pets may be kept. No pet that makes any noise or odor detectable in any common area is allowed. No pet that is deemed a danger or nuisance may be kept. Under no circumstances are any dogs allowed.

6. Water shall not be wasted or used in an unreasonable quantity. Homeowners are required to repair faulty plumbing (i.e., leaking faucets, running toilet) within their unit promptly. The use of common electrical receptacles by unit owners or residents is prohibited.

7. Doors to units shall be closed at all times except when in use for access.

8. The following are prohibited: Flammable, combustible, hazardous, or explosive materials or any type except those used for common household purposes; appliances or equipment that does not comply with all rules and recommendations by any relevant public authority.
9. All units shall have active and operating smoke detectors. No behavior shall accidentally trigger these detectors regularly.
10. At all times the Association will maintain an access easement to any unit for the purpose of repairs to common elements. Homeowners are responsible for providing access in a timely manner when required.
11. No parking is permitted in the rear of the building except for the purpose of loading or unloading. Any car left for more than one hour may be towed at the owner's expense.
12. Anyone contemplating a move in or out of the building must notify the Management Company at least fourteen days (14) in advance as to the expected date and time of the move. Moving in and out must not be conducted on Sunday. Elevator #1 (closer to the mailboxes must be used.) All moves and deliveries must be from the rear of the building only.
13. All household trash must be securely tied in plastic bags and disposed of in one of the two dumpsters located in the rear of the property. Household trash may not be disposed of or commingled with recyclables, which are to be placed loosely in one of the bins provided for recycling. Please rinse all cans and bottles and remove them from any plastic bags before placing them in recycling containers; plastic bags are not recyclable and should be placed in the dumpster. Anyone having bulk items for disposal must notify the Management Company and assume the cost of disposal. These items are picked up and billed separately.
14. No structural changes may be made to the units without written permission of the Council. Dumpsters located in the rear of the property may not be used for the disposal of construction debris. All construction debris must be removed from the site daily at the Owner's cost. All construction within a unit must be between the hours of 8 a.m. and 6 p.m.
15. A unit owner may lease his unit (but not less than his entire unit) at any time provided that: (a) No unit may be leased for transient purposes; (b) No unit may be leased without a written lease; (c) The rights of any lessee of the unit shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Code of Regulations, and Rules and Regulations. A copy of the current rules and regulations must be attached to each lease. All valid leases must contain a completed Germantown Manor Condominium Addendum [attached]. A copy of such lease shall be furnished to the Council within ten (10) days after the execution thereof. Upon submission of the copy of the lease to Council, the unit owner will deposit \$200.00

with the Germantown Manor Condominium Association as security for the cost of eviction proceedings, tenant damage to the common elements or unpaid fines. The conduct of tenants and/or their guests will be the responsibility of the unit owner who will be held accountable for any damage caused by such tenant or guest. If the Unit Owner fails to provide a copy of the lease within ten (10) days after the execution thereof, the Association shall notify the Unit Owner they are in violation of this Requirement and, after a hearing and an opportunity to be heard, will be subject to a fine in the amount of One Hundred Dollars (\$100.00) per month for the duration of the violation.

16. Right of First Refusal: If any Unit Owner wishes to sell, transfer, or lease their Unit and shall have received a bona fide offer therefor from a prospective transferee, Council shall be given written notice thereof, together with an executed copy of such offer containing a full description of the terms thereof. The Council, on behalf of the Association, shall have the right to purchase or lease (as the case may be) such Unit upon the same terms and conditions as set forth in the offer therefor, and must provide written notice of such election to purchase or lease to the Transferor and a matching down payment or deposit (if such as requires by the terms of such offer) is provided to the Transferor during the thirty (30) day period immediately following the delivery to the Council of such notice and a copy of such offer. In the event Council shall fail to accept such offer within the aforesaid thirty (30) day period, the Transferor shall be free, within sixty (60) days after the expiration of the period in which the Council or its designee might have accepted such offer, to contract to Transfer such Unit or any interest therein, as the case may be, to the Transferee on the terms and conditions set forth in the copy of such offer theretofore delivered to the Council. NOTE: The right of first refusal contained in these provisions may be released or waived by the Council, in whole or in part, in which event the Unit or any interest therein may be Transferred, free and clear of the provisions of Section 6F of the Code of Regulations of the Germantown Manor Condominium Association. IF ANY UNIT OWNER ATTEMPTS TO TRANSFER HIS UNIT OR ANY INTEREST THEREIN WITHOUT GIVING THE COUNCIL THE RIGHT OF FIRST REFUSAL, SUCH SALE OR LEASE SHALL BE VOID AND SHALL CONFER NO TITLE OR INTEREST WHATSOEVER UPON THE INTENDED TRANSFEREE.
17. No one is permitted on the roof for any reason other than as an Emergency Exit.
18. When entering or leaving the building, no resident shall permit any unknown person(s) to enter.
19. No one, except with the prior approval of Council or the Management Company, shall distribute flyers under the doors of the Units. The bulletin board on the first floor of the common way is for the convenience of the residents and is not to be used, generally, by others, i.e., political organizations or retail stores. Permitted notices, such as announcements of communal events, shall be in good taste, and shall be permitted for

only a reasonable period of time. Other than official Association notices, nothing shall be posted in the elevators.

20. Any complaint shall be submitted in writing, in care of the Management Company, to the Council, which shall be permitted a reasonable time to study and act on the complaint before any other action is taken. The Council has the power to levy fines upon unit owners for violation of any of the above rules and regulations. Unless an emergency situation exists, a written warning will be issued, followed by a fine of between \$25 and \$50. Subsequent violations are subject to escalating fines. According to the laws of Pennsylvania, these fines are legal liens and must be paid or late fees and legal recourse will be taken. Homeowners wishing to dispute a violation may contact the Council by writing to the Management Company to request a hearing. Decisions from the Council are final.
21. **Smoking in Units.** Smoking of any kind is prohibited everywhere on Germantown Manor Condominium. No one may smoke anywhere on the Common Elements or in any Unit of the Condominium, or permit smoking on the Property by any person, occupant, agent, tenant, invitee, guest, friend, or family member. Smoking anywhere on the Condominium Property shall be deemed to be a nuisance under the provisions of the Governing Documents of the Association. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, e-cigarette, cigar, pipe, vape pen or similar device or product containing any amount of tobacco or other heated or lit product. Violation of this covenant shall be grounds for sanctions against the offending Unit Owner and/or occupant and the individual(s) responsible, including fines and or the suspension of rights and privileges, and shall entitle the Association or an aggrieved Unit Owner or occupant to immediate injunctive relief without the need to allege or prove damages as a result of such violation.

Adopted by The Germantown Manor Council
July 2, 2012
Revised March 4, 2013
Revised March 13, 2023

Germantown Manor Condominium Association

LEASE ADDENDUM RULES AND REGULATIONS FOR TENANTS

Addendum to Lease dated ----- between
----- and -----
[landlord/owner] [tenant(s)]
for the leased premises located at Unit _____, 400 W. Hortter Street of the County of Philadelphia, Commonwealth of Pennsylvania.

1. CONDOMINIUM DOCUMENTS - Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, Code of Regulations, and Rules and Regulations of Germantown Manor Condominium Association and any amendments thereto.
2. NOTICE OF LEASE - The Unit Owner or his/her agent shall deliver to the Association an executed copy of Lease and approved Addenda prior to date on which Lessee moves household goods or other personal property into the unit.

The Lessor shall be subject to fines for each period in which receipt of the Lease and Addenda by the Association Office exceeds 30 days of lease execution.

3. USE-No commercial business may be operated out of a Unit.
4. DELEGATION OF LESSOR'S REMEDIES-Lessor hereby delegates to the Association its power under this Lease, this Addendum and under law with respect to the remedies for breach so that the Association Council may exercise any of such remedies upon the failure of Lessee to abide by any of the terms and conditions of this Lease, this Addendum, or of the Condominium Documents. The pursuit of any such remedies by the Lessor against the Lessee shall not preclude the Association from pursuing such remedies against the Lessee.
5. LESSOR RESPONSIBILITY -No provision of this Addendum shall relieve the Lessor of any duties for which he/she is otherwise responsible, nor shall any provision contained herein impose any duty, responsibility or liability upon the Association that would otherwise be that of the Lessor.
6. RULES AND REGULATIONS -Lessee hereby acknowledges receipt of the Rules and Regulations of Germantown Manor Condominium Association dated July 2012 and revised March 2013.

_____ Tenant	_____ Tenant	_____ Date
_____ Landlord/Owner	_____ Landlord/Owner	_____ Date

Germantown Manor Condominium Association

LEASE ADDENDUM ASSIGNMENT OF RENTAL PAYMENTS

This Lease Addendum, made this _____ day of _____, 20__, among
..... and
[landlord/owner] [tenant(s)]

And Germantown Manor Condominium Association by its Agent for the leased premises located at Unit _____, 400 W. Hortter Street of the County of Philadelphia, Commonwealth of Pennsylvania.

In order to further secure the payment of all fees, assessments and expenses due to the Condominium Association and in consideration of the sum of One Dollar paid by the Condominium Association and/or its Agents to the Owner, the receipt of which is hereby acknowledged, Owner does hereby sell, assign, transfer and set over unto the Condominium Association all rents, issues and profits of the aforesaid premises, provided that this Agreement shall become operative only upon the occurrences of a default by the Landlord/Owner under the terms of the Declaration and/or Rules and Regulations of the Condominium Association, and shall remain in full force and effect so long as any such default continues to exist.

In the event of such a default, and after ten (10) days written notice to the Landlord/Owner to cure, the Landlord/Owner hereby authorizes the Condominium Association and/or its Agent to collect, in the name of the Landlord/Owner or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as rents thereafter accruing and becoming payable during the period of the continuance of the said or any such default.

Lessee understands and agrees the Lessee is subject to all Rules and Regulations of the Condominium Association as set forth and attached here to.

In witness whereof, the parties have set their hands and seals.

_____	_____	_____
Tenant	Tenant	Date
_____	_____	_____
Landlord/Owner	Landlord/Owner	Date

Germantown Manor Condominium Association

Condominium Fees & Special Assessments Collection Policy

Effective January 1, 2012

Your Council is committed to uphold our Code of Regulations by enforcing all Unit Owners' obligations to pay condominium fees and special assessments. Prompt payment of assessments by all Unit Owners is critical to the financial health of our Condominium Association and to ensure the enhancement of individual property values.

Therefore, the purpose of this policy is to supplement the existing Code of Regulations regarding condominium fee collection procedures for all Unit Owners.

Regular monthly condominium fees are due and payable on the first day of each month. It is the Unit Owner's responsibility to pay the monthly condominium fee each month by the due date.

- 1) Regular monthly condominium fees and special assessments are considered delinquent if the payment is not received within ten (10) days of the due date. A "Late Notice" will be sent to the Unit Owner and late fees will be assessed in accordance with the "Delinquent Condominium Fees Collection Policy."
- 2) The Association shall charge a Thirty-Five Dollar (\$35.00) fee for any check tendered to the Association that is returned unpaid by the Unit Owner's bank. In addition, the unpaid account will automatically become delinquent and subject to additional late fees in accordance with the "Delinquent Condominium Fee(s) Collection Policy."
- 3) A Unit Owner may not withhold condominium fees and/or special assessments on the alleged grounds that the Unit Owner is entitled to recover money or damages from the Association for some other obligation. There is no right to offset.
- 4) All condominium fees, special assessments, late charges, and collection costs (including any attorney's fees) are the personal obligation of the Unit Owner at the time the fees are levied.
- 5) All collection correspondence will be directed to the Unit Owner(s) and will be sent to the most recent address of the Unit Owner(s). It is the responsibility of the Unit Owner(s) to update the Association's records of the

Unit Owner(s) current address if they are not in residence at Germantown Manor.

Delinquent Condominium Fees Collection Policy

The Condominium Association through its elected Council will pursue the collection of delinquent condominium fees from a Unit Owner(s) (both regular monthly fees and special assessments). Our existing Code of Regulations outlines the responsibility of each Unit Owner(s) regarding "common expenses" as well as the right of the Council to enact necessary legal action to collect delinquent fees.

Owners may request a payment plan from the Council at any time if they are experiencing difficulties in paying regular monthly fees and/or special assessments.

Throughout the collection process, the Council will be advised on the known facts and circumstances concerning the delinquent account by our Management Company and/or legal counsel. This is to ensure that collection efforts are both appropriate, equitable, and comply with the procedures outlined in this policy.

- 1) An account is considered delinquent if payment is not received within ten (10) days of the due date. This is applicable for regular monthly and/or special assessments. A "Late Notice" will be sent to the Unit Owner and a late fee will be assessed as follows:
 - o If payment is not received within 10 days of the due date, a \$25 late fee is applied and a late notice is mailed.
 - o If payment is not received within 40 days of the due date, a \$50 late fee is applied and a late notice is mailed.
 - o If payment is not received within 70 days of the due date, a \$100 late fee is applied and the account will be sent to the Association's attorney for further collection action.
 - o If payment is not received within 100 days of the due date, a \$200 late fee is applied and the Association's attorney will be directed to file a Complaint in District Court to seek a judgment against the Unit Owner.

Any fees incurred in this process by the Association will be charged to the Unit Owner.

If the Unit Owner has not satisfied any judgment within thirty {30} days, the Council retains the right to pursue all legal remedies, including foreclosure.

- 2) All money received for the Unit Owner's delinquent account will be applied in the following order:
 - ▶ The late fees, collection costs, and attorney's fees incurred on behalf of the Association.
 - ▶ The unpaid special assessment (if applicable)
 - ▶ The unpaid regular monthly condominium fees
- 3) Unit owners have the right to request an account history to verify the amounts owed by submitting a letter to the Council. The Council will provide this information within fifteen days of receipt of the request. Should the Unit Owner provide documentation that uncovers accounting discrepancies from the Management Company, the Unit Owner's account will be properly reconciled as quickly as possible.

The decision to foreclose on a Unit Owner must be made by a majority of the Council in an Executive Session meeting. The Council must record their votes in the minutes. The Council will maintain the confidentiality of the delinquent Unit Owner by identifying the matter in the minutes by the parcel number of the Unit Owner's property. A Unit Owner could lose ownership of his/her/their property if foreclosure action is completed.

**This policy is effective on January 1, 2012 and is not retroactive.*

**GERMANTOWN MANOR CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION
HOMEOWNERS INSURANCE REQUIREMENT**

WHEREAS, the Council of the Association is charged with responsibility of enforcing the provisions of the Declaration of Condominium and Code of Regulations of the Germantown Manor Condominium Association; and,

WHEREAS, Article 8(f) of the Code of Regulations allows the Association to require all Unit Owners to carry such types of insurance on their Units as the Association may reasonably require; and

WHEREAS, Section 3302(a)(1) of the Uniform Condominium Act ("Act") allows the Association to fine a Unit Owner who is in violation of the Act, Declaration, Code of Regulations and/or Rules and Regulations of the Condominium; and

WHEREAS, the Rules and Regulations of the Condominium require any Unit Owner who leases their Unit to an individual other than the Unit Owner to provide a copy of the lease to the Association;

AND NOW, THEREFORE,

BE IT RESOLVED, all Unit Owners in the Germantown Manor Condominium Association shall have an H0-6 Condominium insurance policy covering all portions of their Units, including betterments and improvements, in an amount not less than Fifty-Thousand Dollars (\$50,000.00) per occurrence; and

BE IT FURTHER RESOLVED, each Unit Owner may carry additional insurance to cover the cost of the deductible not covered under the Association's insurance policy and/or other provisions any Unit Owner may wish to include under his/her policy to the extent it does not conflict with or waive any insurance held by the Association; and

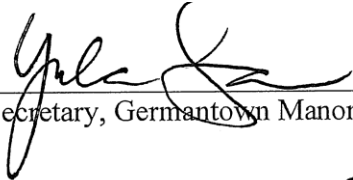
BE IT FURTHER RESOLVED, in accordance with Article 8(g) of the Code of Regulations, each Unit Owner is required to provide the Association with proof of insurance within thirty (30) days of this Resolution and, hereafter, continue to provide proof of insurance to the Association on an annual basis within thirty (30) days of the time of renewal; and

BE IT FURTHER RESOLVED, if proof of insurance is not provided within thirty (30) days as required above, the Association shall notify the Unit Owners they are in violation of this Resolution and, after a hearing and an opportunity to be heard, will be subject to a fine in the amount of Fifty Dollars (\$50.00) per month which will increase to \$75.00 for sixty (60) days and \$100.00 for ninety (90) days and continuing to increase an additional \$25.00 thereafter for each additional thirty (30) days proof of insurance has not been provided to the Association pursuant to Article 8(f) of the Code of Regulations and Section 3302(a)(1) of the Act; and

BE IT FURTHER RESOLVED, any Unit Owner who is presently leasing and/or intends to lease their Unit provide the Association with a copy of the lease as required pursuant to the Rules and Regulations of Germantown Manor Condominium Association and further, carry homeowner's insurance which specifically covers all portions of the individual Unit even if the Unit is leased and/or occupied by an individual and/or person other than the Unit Owner; and

BE IT FURTHER RESOLVED, a copy of this Resolution shall be sent to all Unit Owners at their last known address.

I certify that the foregoing Resolution Homeowner's Insurance Requirements was adopted by the Council of Germantown Manor Condominium Association at a meeting duly convened pursuant to the Code of Regulations of the Association on March 4, 2013 and shall be effective on March 4, 2013



Secretary, Germantown Manor Condominium Assn.

