

# STRATH HAVEN CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

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# STRATH HAVEN CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

## INTRODUCTION

Living harmoniously and safely in a condominium such as the Strath Haven requires a balance between our rights as individual homeowners, and our obligations as members of a community. The rules and regulations codified here are based largely on the Bylaws in our Declaration at the time the Condominium was founded, supplemented by the actions of successive Boards of Managers. They have been adopted with the consent and advice of ourselves as owners for our general welfare, mutual benefit, comfort and security. Achievement of these goals depends not only on our willing observance of the rules, but also on the monetary fines or other sanctions that may be imposed in the event of infractions.

The application and enforcement of these rules and regulations is shared by the Management, the Rules Committee, and all members of our community. Infractions may be reported by owners, by lessees or by Management Staff. The Rules Committee investigates and adjudges such complaints and recommends to the Board of Managers for its approval any fines or other sanctions it finds appropriate. The Board may approve, modify, or reject the recommendations and is the body to which any appeal must be directed. These procedures are spelled out more fully in the body of this document. Any questions about the interpretation or application of these rules and regulations should be addressed either to the Association Manager or to the Board of Managers.

***New Residents: Please refer carefully to section 3 on page 10 concerning Moves and Deliveries to avoid infractions that may make your arrival at Strath Haven less pleasant than we all might wish.***

## **1.0 GENERAL CONDITIONS: Rules and their Enforcement**

### **1.1 AUTHORITY**

The Board of Managers of the Strath Haven Condominium Association has adopted the following Rules and Regulations pursuant to the powers vested in them by the Declaration Documents and by Section 3302(a) (1) and (11) of the Pennsylvania Uniform Condominium Act. Article XVII Section 3(s) of the Declaration specifically provides that *“the Board may also adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the Unit owners and occupants of the property.”* These rules are adopted for the general good of the Association and shall be enforced at the direction of the Board through the Association Manager and through any Committee established for that purpose.

### **1.2 DISTRIBUTION OF RULES**

A copy of these Rules and Regulations shall be provided to each unit owner and lessee prior to occupancy. Amendments shall become effective on a date specified by the Board, shall be posted in both entrance lobbies, and mail rooms, and distributed to all unit owners and lessees.

### **1.3 APPLICABILITY OF RULES**

These Rules and Regulations apply equally to Unit Owners and Lessees. Each lease executed by or on behalf of a unit owner shall contain the following clause:

*Lessee hereby agrees to be bound by the terms and conditions contained in the Declaration of Condominium, the Bylaws and Rules and Regulations of the Association as the same apply to the unit leased hereunder, and agrees to assume all the duties and responsibilities and be jointly and severally liable with the Unit Owner for the performance of all the obligations applicable to unit owners under the Pennsylvania Uniform Condominium Act, the Declaration, the Rules and Regulations and the Bylaws, except assessments and taxes, during the term of this lease. However, the Unit Owner, in all events, shall retain and may exercise any voting rights associated with the unit leased hereunder. Nothing herein contained shall be construed as relieving the Unit Owner of his/her responsibility under the Declaration Documents.*

It is the responsibility of Unit Owners, and/or lessees to ensure that their guests, employees, or contractors, etc., are always informed of these Rules and Regulations and to require and oversee their compliance. In the event of a rule's violation, the unit owner and/or lessee will be held responsible.

## 1.4 ENFORCEMENT OF RULES

Without limiting the authority of the Board, the following procedures have been established for the enforcement of the provisions of the Declaration, the Bylaws, and these Rules and Regulations:

- (a) The President of the Board of Managers shall appoint a member of the Board to chair the Association's Rules Committee, and at least two additional Unit Owners to serve as members for one (1) year terms. Additional members, either lessees or owners, may also be appointed. The President may delegate the power of appointment to the Committee.
- (b) The Rules Committee is empowered to receive, to investigate, to hold hearings regarding, and where appropriate seek to resolve, infractions reported in complaints from Unit Owners, Lessees, or Management personnel, as well as to recommend to the Board sanctions for such infractions.
- (c) Reports of infractions must be in writing, signed, and delivered to the Association Manager. Complaint forms are available from the Management Office or on the condominium website. Infractions may also be observed by Management personnel on the Association's video security system or in the course of their duties and reported in writing to the Manager. In either case, the Manager will give written notice of the reported infraction to the offending unit owner and/or lessee without identifying the complaining party (unless the complaint has originated from Management personnel).
- (d) If, in the judgment of the Manager or the Chair of the Rules Committee, the alleged infraction primarily involves a dispute between or among neighbors, the matter may first be referred for possible mediation to an Ombudsman, appointed by the Board President, who functions as a mediator rather than as an arm of rule enforcement.
- (e) If an alleged infraction is not resolved by informal mediation, notice of the infraction will be referred to the Chair of the Rules Committee, who will notify the responsible Unit Owner (and lessee, where appropriate) that a hearing on the matter will be held on a given date and time, and offering the responsible party an opportunity to appear at such hearing.
- (f) If, after holding a hearing, the Committee concludes that an infraction has taken place, it will determine by majority vote the type of sanction (including the amount of a fine, if any) to be recommended to the Board. The Board, upon receiving a recommendation from the Committee, and making its own consideration of the matter, may reject or approve sanctions ranging from a reprimand or warning to the levying of fines up to \$1,000. Subsequent offenses of a similar nature by the same person or persons may evoke increased fines.
- (g) Written notice of the Board's action will be conveyed by the Manager to the responsible Unit Owner and/or lessee, directly to the unit and/or by certified and first class mail, detailing any fines due, and the date payable, and giving notice of the right of appeal.

## 1.4 ENFORCEMENT OF RULES (cont'd)

- (h) An appeal may be made to the Board by the Unit Owner by giving written notice to the Condominium Manager not later than thirty days after receipt of the written notice. The Board will give written notice to the Unit Owner of the time and date of the appeal hearing. The Board, meeting in Executive Session, will hear the appeal; the presence of the appellant is required at this hearing. Following the hearing, the Board will notify the appellant in writing of its decision. The decision of the Board after an appeal is final and binding. Unpaid or overdue fines are subject to the same interest charges and legal actions as any other unpaid assessment or fee.

## 2.0 COMMON ELEMENTS

This section details rules concerning the use of the Common Areas, including, but not limited to: lobbies, hallways, fire towers, storage areas, Library and Meeting rooms, public restrooms and elevators.

- 2.1 Smoking is prohibited in *all* indoor common areas and is also prohibited on any balcony or patio of any unit. Revised 9/16/19

### 2.2 HALLWAYS

- (a) All hallways must be kept free of any and all articles or obstacles, including, but not limited to: bicycles, tricycles, carriages, shopping carts, plant stands, holiday decorations, strollers, packages, umbrellas, boots, empty cartons, trash, foot mats and furniture.
- (b) The hallways must not be used temporarily or permanently as a storage area or as a work area by any person, with the exception of management personnel or contractors hired by management and engaged in authorized maintenance.
- (c) Decorations must be limited to wreaths or similar items affixed only to the exterior of unit entrance doors. The person placing such decorations expressly waives any claim against the Association for damage to or theft of the decoration.
- (d) Signs, notices, legends, or advertisements shall not be placed on any portion of the common elements or on any unit door or window without the consent of the Board of Managers, and, where necessary, the Borough of Swarthmore.
- (e) By order of the Fire Marshall all hallway windows must remain closed (unless opened by Fire Department personnel).
- (f) The unit number must be clearly visible and readable on all unit doors.
- (g) Children are not permitted to play in the hallways, lobbies, stairways, elevators, or parking lots. Parents are at all times responsible for the conduct of their children. Unit Owners are responsible for the conduct of children visiting their unit.

### 2.3 ENTRANCE LOBBIES

- (a) Wheeled vehicles, including shopping carts, strollers and carriages, but with the exception of wheelchairs, walkers, ambulance gurneys, except for wheeled suitcases, must not be taken in or through the lobbies and are restricted to the following entrances: Princeton Service Entrance; Yale and Princeton building first floor entrances; Princeton and Yale building third floor entrances; Harvard building fifth floor entrance.
- (b) Contractors must bring in materials and equipment *only* through the Princeton Service entrance and the Harvard building fifth floor entrance and are prohibited from taking materials or equipment through the entrance lobbies. Contractors or delivery persons serving units 618 and 619 must also enter by the fifth-floor service entrance but may use the sixth-floor lobby to reach those units. Units 620 through 625 may be served through the sixth-floor poolside entrance.
- (c) Four-wheeled luggage or “bellman’s” carts, including those supplied by the Association are restricted to the entrances listed above in (a), and must not be brought through the Princeton and Harvard building front doors. The Association luggage carts are for the exclusive use of residents for the conveyance of luggage, clothing, and other small articles. All Association carts, including shopping carts, must be returned promptly to their assigned storage areas. The carts must not be used by contractors or tradespersons, nor used by anyone to move large articles, furniture, carpeting, appliances, or construction materials.
- (d) Persons with bare feet, in underclothes, in bathing attire without a cover-up, or otherwise inappropriately attired, are not permitted in the lobbies or in any indoor common area.
- (e) The Resident Bulletin Boards in the Harvard and Princeton lobby mailroom areas are for resident information only. Notices for posting should be submitted to the Management Office and posted only by the current Bulletin Board Chair (see Appendix A. for further conditions). Neither the Board of Managers nor the Management Office endorses, verifies, or recommends any of the information displayed on the Bulletin Boards.

### 2.4 FIRE TOWERS

- (a) Fire towers must be kept free of any articles or obstacles.
- (b) Fire towers must not be used for storage, or as a work area, by any person at any time.
- (c) By order of the Fire Marshall fire tower windows must remain fully closed at all times.

## 2.5 PARKING AREAS

- (a) Parking areas are primarily for the use of residents only. Use of the areas both by residents and visitors is regulated by rules established by the Parking Committee with the approval of the Board of Managers.
- (b) Parking is limited to currently licensed and inspected vehicles in operating condition.
- (c) Vehicles must not be parked in driveways or fire lanes, which must be kept clear at all times.
- (d) Residents must obtain and properly display a Strath Haven Condominium parking permit on the rear window of their vehicle. Parking permits are available in the Management Office during normal business hours. For residents with rental or other temporary vehicles, or for overnight guests, temporary parking permits are available from the Management Office. All residents are urged to park voluntarily in lots adjacent to their building. Owners of carports are urged to use their covered spaces at all times.
- (e) Visitors and patrons of commercial units must vacate the lots by 6 PM, with the exception of those parked in the visitors' area (the lane immediately facing the meadow in the Princeton lot), and those parked in the upper Yale lot where the time limit is 9 PM. Any vehicle violating this regulation will be ticketed. On the third violation, the vehicle *may be towed at the owner's expense*.
- (f) Spaces designated HANDICAPPED are reserved for vehicles with official, current, Handicapped plates or hangtags. Hangtags must be properly displayed. Able-bodied drivers must not use these spaces, even for short-term loading or unloading.
- (g) Vehicles must comply with all posted instructions. Violators are subject to ticketing; multiple violations may be referred to the Rules Committee for further action, including fines. Revised 3/18/13 & 9/16/19
- (h) Campers, boats, recreational vehicles, trailers or other vehicles over 10,000 pounds gross weight are not permitted to park in any lot. Any vehicle wider or longer than the standard parking place is not permitted in any lot. Contractors and service vendors' vehicles are permitted only while work is actually being performed on Condominium premises. Revised 7/16/18
- (i) Weather protectors or car covers are prohibited. Revised 7/16/18
- (j) Business employees are urged to park in the upper Yale lot facing Yale Avenue, or in the visitors' section of the Princeton lot.  
Contractors may park at the Harvard Service entrance or at the Princeton Service entrance to load or unload material or heavy equipment. They must then move their vehicles to the Upper Yale lot or to the Princeton visitors' area. It is the responsibility of owners or residents to make these regulations known to the contractor.
- (k) Non-emergency vehicle repair work of any kind is not permitted in the parking areas. Washing or polishing of vehicles is permitted only in the area designated for those purposes in the Princeton lot (ask in the Management Office).

## 2.5 PARKING AREAS (cont'd)

- (l) If any moving van or delivery vehicle accessing the Harvard Service entrance obstructs the exit of cars in parking spaces, the unit owner responsible for the move or delivery must be available to insure that the vehicle's driver will move the vehicle promptly when a resident or visitor wishes to exit from the obstructed space.

## 2.6 TRASH ROOMS

- (a) Permitted trash, refuse or waste matter may be disposed of by the trash chutes between 8 AM and 10 PM only. No glass, liquids, gels, or grease of any sort, hazardous materials, or disposable diapers (infant or adult) may be placed in the chutes.
- (b) All items to be placed in the chutes must be bagged and securely closed by twist ties or other methods.
- (c) Whenever possible, garbage disposals should be used to dispose of all food wastes. When that is not possible, all such refuse must be placed in securely sealed double plastic bagging for disposal in the chute.
- (d) Disposable diapers (adult or children's) must be placed in double plastic bags, securely sealed, and taken directly to the dumpster located in the Princeton lot. *Any other disposal is prohibited.*
- (e) The only items permitted on the floor of the chute rooms are newspapers and magazines, which must be neatly stacked or bagged.
- (f) Empty cartons and trash bags too large for the chute must not be placed on the chute room floor, but either taken to the compactor room on the fifth floor of the Harvard building or taken directly to and placed in the dumpster in the Harvard or Princeton parking areas.
- (g) No loose trash or garbage may be placed in the compactor rooms except in the containers provided.
- (h) Recyclable materials (cans, glass and plastic containers) must be emptied, cleaned, and placed in the proper receptacles in the first or fifth floor compactor rooms or in the designated outdoor bins in the Harvard or Princeton lots.
- (i) Chute rooms and compactor rooms, and dumpsters are for resident use only. Residents are responsible for ensuring that their contractors, delivery persons or other tradespersons do not use the dumpsters and that they remove all debris and demolition trash from condominium property.
- (j) Dumpsters are for normal residential use only. Large items, such as furniture, carpeting, mattresses, box springs, appliances and fixtures must not be placed in the dumpsters. Residents wishing to dispose of such items must make arrangements with the Management Office to have our trash contractor remove the items at their own expense. Large items placed in or near the dumpsters without prior arrangement may subject their owners to penalties as determined by the Rules Committee.



## 2.7 BICYCLE ROOM

Bicycles are not permitted in hallways or lobbies, on elevators or stairways, nor may they be stored within units or on balconies. A bicycle storage room near the Princeton Service entrance and a bike rack in the Harvard parking lot are available to all residents. Each bicycle must be registered with the Management Office, which will provide a key to the bicycle room. The Association is not responsible for theft or damage to bicycles, or any parts thereof, stored in the bicycle room or placed in the bike rack.

## 2.8 MEETING ROOM AND LIBRARY

- (a) These facilities are provided for the convenience, comfort and relaxation of residents and their guests and for meetings of the Board of Managers and its committees. Use by Unit Owners may be precluded during meetings of the Board and its committees, or during any duly scheduled private event.
- (b) These rooms are not to be considered or used as an extension of the commercial units, to conduct business interviews, or for meetings or any other non-condominium related business or activity.
- (c) Use of these rooms is restricted to the hours between 8 AM and 10 PM. Children under the age of 18 must be accompanied by an adult.
- (d) Unit owners or lessees may reserve the meeting rooms in advance for private parties by arrangement with the Management Office and must follow the rules posted in the rooms. A refundable security deposit of \$100 *in cash* is required. A maximum of fifty guests is permitted. Use is restricted to 8 AM to 10 PM. The lawn area next to the meeting room and library is not to be used as a playground. There is a non-refundable charge to use the Meeting Room.

## 2.9 SWIMMING POOL

- (a) Admission to the pool is by a current nontransferable pool tag only. One pool tag will be available for each permanent resident in an owned unit or in a unit leased for a year or more. Temporary residents of the hotel units may purchase guest passes at the Management Office during regular business hours. Owners of commercial units are entitled to one pool tag for each recorded owner of the unit(s) regardless of the number of units owned.
- (b) Pool rules and regulations are issued each season and distributed to all residents when they receive their pool tags. These rules include details about the permitted number of guests and the charge for guest passes.
- (c) *All persons using the pool do so at their own risk.*

## 2.10 DAMAGE TO COMMON ELEMENTS

*Any damage caused by a Unit Owner, Lessee, or anyone acting on their behalf, to a common element shall be repaired or replaced at the expense of the Unit Owner responsible. The extent and method of repair or replacement is at the sole discretion of the Association Manager as directed by the Board of Managers. If an emergency situation requires overtime or prolonged use of Management personnel, or the retention of technicians, plumbers, special cleaners, etc., those costs will also be billed to the responsible party.*

## 2.11 USE OF COMMON AMENITIES

The Board of Managers may withhold the use of condominium amenities, including without limitation, the van and swimming pool, if a unit owner, lessee, or guest engages in any conduct or act that interferes with the use of the amenity by others, including, but not limited to, interference with health, comfort, or safety.

## 3.0 MOVES AND DELIVERIES

This section concerns moves into, out of or within the building, including the use of elevators.

### 3.1 MOVES

- (a) Prior to a move into, out of, or within the building, a \$300 CASH deposit must be remitted to the Management Office to cover possible damages to the common areas. A form acknowledging receipt of the rules governing moves must also be signed when the deposit is submitted. Any damages to the elevators or any other common areas shall be charged against the Unit Owner or lessee on whose account the move is performed.
- (b) Moves into, out of or within the building are permitted *only* on Monday through Friday from 8:30 AM to 4:30 PM. *Absolutely no moves into, out of or within the building are permitted on Saturdays, Sundays or Holidays.* Only the service elevators may be used for a move, and arrangements must be made at least a day in advance to reserve and prepare the needed elevator. Moves into the Harvard building should normally be made through the fifth floor Harvard entrance and the elevator there. (see also 2.3.(c))
- (c) In the event that a properly scheduled move begins before 8:30, or having begun before 4:30 PM extends after 4:30 PM, a charge of \$50 an hour or any increment thereof, will be made against the Unit Owner or lessee and may be deducted from the security deposit. If a complaint has been filed alleging any other rules violations a further \$50 will be withheld from the deposit return, and if a fine is approved by the Board after consideration by the Rules Committee, that fine will be deducted from the withheld amount.

### 3.1 MOVES (cont'd)

- (d) The unit owner or lessee moving in will be responsible for the cost of repairs to damages to the Common areas in excess of the amount of the security deposit.
- (e) Temporary moving pods are not allowed on property, effective as of *September 2019*

### 3.2 DELIVERIES AND PICK-UPS

- (a) Deliveries or pick-ups of large items, such as sofas, easy chairs, mattresses or box springs, carpeting, appliances, cabinets, or other furniture, must be arranged in advance with the Management Office. A security deposit of \$100 CASH is required. All unscheduled deliveries will be denied access.
- (b) All deliveries or pick-ups must take place only between 8:30 AM and 4:30 PM, Monday through Friday, and on Saturday between 9:00 AM and 4:00 PM.
- (c) Deliveries or pick-ups must be conducted only through the service entrances on the ground floor of the Princeton building or the fifth floor of the Harvard building. Residents must contact the Management Office at least a day in advance to reserve and pad the service elevator.
- (d) See also 2.3(c).

## 4.0 INDIVIDUAL UNITS

This section specifies rules concerning permitted activities, safety, repairs and alterations and other items referring particularly to individual units.

### 4.1 ACTIVITIES WITHIN A UNIT

- (a) Within a unit, occupants must not make or permit to be made any disturbing noises or do or permit anything to be done that will interfere with the health, comfort or safety of other residents. *Smoking to a degree that verifiable amounts of secondhand smoke infiltrate other Units falls under the scope of this section.*
- (b) Radios, stereos, television equipment and or musical instruments must have their volume adjusted so it is not disturbing to other residents, and may not be played so they can be heard outside the unit between the hours of 10 PM and 9 A.M.
- (c) All cooking equipment must be used in such a way as to prevent odors from permeating the building. Residents must activate the kitchen exhaust fan when cooking.
- (d) In order to prevent noise transmission between floors, at least seventy-five percent (75%) of the floor area of a unit must be carpeted.
- (e) Effective April 20, 2011, all washing machine hoses must be reinforced and guaranteed against bursting for a minimum of ten (10) years. Such hoses may be purchased through the Management Office or supplied by the unit owner. The water supply **MUST** be turned off when the washing machine is not in use. Hose ruptures or leaking valves will result in a minimum fine of \$100.00 plus all costs entailed in cleaning and drying all affected areas.
- (f) Effective April 12, 2012 all laundry shut-off valves to automatic clothes washers shall be replaced by single lever ball valves. Staff shall check for compliance with laundry plumbing and hose requirements when performing seasonal convector maintenance. (Revised September 19, 2011)

## 4.2 SAFETY

- (a) Unit Owners or Lessees must not bring anything into, keep or store anything in units or storage lockers, or commit any acts which may jeopardize the property or be objectionable to our fire or other hazard insurance carrier, increase the fire rating of the property, or place our coverage at risk.
- (b) The use or storage of any flammable fuel or chemical (gasoline, kerosene, propane, etc.) within the building or on balconies is strictly prohibited. Kerosene heaters of any type are prohibited.
- (c) Paint, turpentine, or paint thinners when not in use must be tightly sealed.
- (d) No modifications of, nor additional electrical connections are permitted in storage lockers.

## 4.3 WINDOW DECORATION

All window draperies, blinds and sliding door draperies or blinds must be white or lined in white. Window treatments or signs for commercial properties must be approved by the Condominium Association Manager.

## 4.4 BALCONIES

### OWNERS, RESIDENTS AND LESSEES MUST NOT:

- (a) Shake or hang any carpet, rug, towel, clothing, tablecloth, piece of bed clothing, mop or any other article from any balcony or any railing visible from the exterior of the unit.
- (b) Maintain a bird feeder or distribute food to the birds on any part of a balcony with the sole exception of hummingbird feeders.
- (c) Install any windbreaker or privacy screen. Those presently in existence must be properly maintained.
- (d) Store or leave on a balcony any item other than those used there (e.g. summer furniture, plants). Specifically prohibited are wind chimes, flower boxes hanging outside railings, and any hanging baskets with or without plants.
- (e) Use or store on any balcony any barbecuing equipment, including electric grills, or any other devices with an open flame. Outdoor cooking of any kind is strictly prohibited anywhere on condominium property, including but not limited to balconies, parking lots, lawn areas, etc. This includes the use of any type of barbecue grill.
- (f) *Throw or sweep any debris, including cigarette butts, from their balconies.*
- (g) Install any carpeting on the concrete patios of suspended concrete balconies (except in the 18 riser where the construction is plywood on steel).
- (h) Dry, air, hang or display any article outside a unit, or in any area visible from outside a unit, except a United States flag not to exceed 3 feet by 5 feet displayed on a balcony railing, or a pole not longer than six feet mounted on a balcony railing.

#### **4.4 BALCONIES (cont'd)**

- (i) Christmas and other December holiday displays shall be permitted from December 1 through January 6. Displays for other holidays shall be permitted one week before and after the date of the holiday. All other holiday decorations or displays are limited to one week before and one week after the date of the holiday. Use of electricity on balconies for decorative or other purposes shall be permitted from sunset to midnight.

#### **4.5 STORAGE LOCKERS (SEE ALSO SECTION 4.7)**

- (a) Hasps and padlocks are not permitted on storage room doors.
- (b) Management and utility companies shall have access to storage lockers as needed for the purposes of repairing, replacing, servicing and/or making connections to any apparatus or equipment contained in or accessible through a storage locker. Such access is not limited to emergency situations. Management, however, will endeavor to give prior notice of any needed access to Unit Owners, but access is not dependent on such notice nor may it be possible to schedule it at the convenience of the owner.

#### **4.6 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

- (a) Major improvements or alterations of any unit will require a refundable security deposit of \$300 *in cash*, and a construction plan that has received prior approval from the Board of Managers. The following are examples of major improvements or alterations:
  - i. Removal or any existing walls or the construction of new walls
  - ii. Complete renovations of kitchens, and/or bathrooms (i.e. removal of tubs, tile, vanities, toilets, ovens, kitchen cabinets, etc.)
- (b) Units may be subdivided or combined by any Unit Owner or Owners with prior approval of the Board of Managers, after complete plans showing the changes in detail have been submitted. Such changes must not affect the structural integrity of the property or cause the maximum number of units permitted by the Declaration to be exceeded. Subdivisions or combinations of units may require Borough permits, and work may not be commenced until such approval, if required, has been granted and provided to the Board of Managers. All work must comply with all current building and fire codes applicable to Strath Haven.
- (c) Nothing shall be done in any unit or to the common elements that will impair the structural integrity of the unit or that would structurally change the unit. Any drilling through external walls or floors is expressly forbidden.
- (d) Unit Owners may make minor alterations, additions and improvements within their units without the prior written consent of the Board of Managers, but the Unit Owner will remain liable for any damage to other units, the common elements, or the property as a result of such alterations, additions or improvements.

#### 4.6 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS (cont'd)

- (e) Repairs, alterations or other work likely to create unreasonable noise are not permitted in any unit except during the hours from 8 AM until 7 PM, Monday through Saturday. Emergency repairs, however, determined by the Board of Managers or their designees to be strictly necessary, may be performed at any time.
- (f) The Board of Managers, through the Condominium Manager, reserves the right to inspect at any time, work being performed.
- (g) No new electric ranges, cook-tops, ovens or convection ovens may be installed in any unit to replace a current gas appliance. Existing electric cooking appliances may be replaced only by an appliance with the same or lower wattage (if available). Owners are urged, when replacing such appliances as refrigerators, dishwashers, washers and dryers, to choose the most energy efficient models available.

#### 4.7 KEYS

- (a) Each Unit Owner or Lessee must supply a spare key to their unit to the Management Office. Keys will be coded and stored securely in the Management Office for use in the case of an emergency or lock out *only*. If no key is provided by the owner, and a forced entry becomes necessary in an emergency situation the Unit Owner is responsible for the cost of repairing any damage.
- (b) The Association will assist Unit Owners and Lessees in the event of a lost or forgotten key only if the resident has keys to the unit on file in the Management Office, and the lockout occurs when the Office is open or security personnel are on duty (8:00 AM to Midnight).
- (c) Each Unit Owner or lessee owning or renting a storage locker must furnish a key to the Management Office for use in the event of an emergency, the need for urgent repairs, or utility access. If no key is on file, forced entry may be necessary and the owner or renter of the locker will be responsible for the cost of repairing any damage. Neither the Board of Managers nor Management will be responsible for any claims of damage to or loss of locker contents whatever the cause, including negligence.

#### 4.8 RIGHT OF ACCESS TO UNITS

The Board of Managers and its agents and employees, have the right to enter any unit for the correction of an emergency situation immediately after that situation has occurred. When entry has been necessary in the absence of the Unit Owner or Lessee, a report to the resident will be promptly supplied after the situation has been dealt with. In addition, The Board of Managers and its agents and employees have the right to enter any unit to maintain, repair or replace the common elements or limited common elements situated in or accessible from said unit. Unless an emergency situation is imminent, Management will give reasonable notice of the need for access.

## 5.0 PETS

- (a) No bird, reptile, dog, cat, animal or pet of *ANY sort* may be permitted, kept or harbored in any unit or common area of the property (with the exception of service animals, such as seeing eye dogs, as required by ADA regulations).
- (b) Unit Owners and Lessees must not allow any visitor to bring a pet into the building or on or into any part of the indoor common areas.
- (c) Unit Owners and Lessees must not allow any visitor to walk an unleashed pet on condominium premises, or to relieve itself on parking lots, grounds, or plantings.

## 5.1 SERVICE AND EMOTIONAL SUPPORT ANIMALS

Revised 10/19/2020

(a) Animal Rules: These rules apply equally to certified Service Animals and to support Animals (ESA). Violations of these rules will be treated in the manner defined in the published Rules and Regulations for all other violations. Severe or repeated violations may result in proceedings to withdraw the permission to keep the animal on condominium premises.

(b) Every resident seeking to keep a service animal or an ESA in a Strath Haven Condominium unit must provide the condominium association with documentation of the need for said animal from a health care professional, in accordance with applicable Pennsylvania law.

(c) Permitted animal types must comply with all state, federal, county and borough laws and ordinances, including licensing and vaccinations, and owners must provide evidence of compliance every two (2) years.

(d) Permitted animals must always be under control of the owner or an assigned guest. The animal must be on a leash and attended by the owner or the assigned agent whenever on condominium property, except when in the owner's unit.

(e) Non-hypo allergenic animals on condominium property shall be handled in a manner that will minimize allergic impact on other building residents, guests, or staff. Owners of permitted animals are encouraged to use service elevators and service entrances whenever possible when accompanied by their animal.

Owners must not permit their animal to disturb other residents with persistent barking or other noise that can be audibly recorded in any adjacent condominium unit or common area.

The owner of a permitted animal and the owner of the unit where the animal is located may be jointly and severally liable for any damage to the common areas, to the personal property of other residents or guests, and for any injury to residents, guests, or staff of the condominium. They are also responsible for the prompt collection and disposal of all refuse or biological discharges generated by the permitted animal. All such refuse or discharges must be securely bagged and placed in the refuse containers located in the parking lot adjacent to the Princeton or Harvard service entrances.

## 6.0 PAYMENT OF CONDOMINIUM FEES

- (a) All condominium and assessment fees are due on the *first day of each month*. Payments not received by *5 PM on the tenth day of the month*, or the last business day before the tenth day of the month, are considered late and will be subject to a late charge of \$25.00. Any payment overdue more than thirty days shall accumulate interest at the rate of one and one-half percent (1 ½%) per month.
- (b) A charge of \$25.00 will be made for all checks returned by the bank for any reason. This fee will be charged even if the Management Office is instructed to redeposit the check.
- (c) The use of Condominium amenities, including but not limited to the van, swimming pool, resident-only parking areas, bicycle room, etc., may, after ten days notice, be withheld from any Unit Owner or resident against whom the Condominium Association holds an unsatisfied judgment for non-payment of maintenance or other assessed fees. Such prohibitions shall be removed only upon satisfaction of the judgment.

## 7.0 LEASE REQUIREMENTS

A unit owner may lease his/her unit provided that:

- (a) The “Application to Lease” has been submitted to and approved by the Board of Managers. The application must be submitted to the Board of Managers at least ten days prior to the start of the lease or extension period of the lease every time the unit is rented, or whenever an extension to an existing lease is requested.
- (b) An application fee of \$50.00 and the escrow security deposit fee of \$500.00 payable to the Strath Haven Condominium Association have been paid by the Unit Owner. Payment of these fees will be accepted only from the Unit Owner. The escrow security deposit will become non-refundable for every lease termination that occurs less than one year from the original date of the lease.
- (c) The term of the lease is for *a minimum of one year*.
- (d) The lease includes the clause set forth in Rule 1.3 of these Rules.
- (e) The lessee is at least twenty-one (21) years old.



## 7.0 LEASE REQUIREMENTS (cont'd)

(f) The number of residents does not exceed the following limits:

|                       |           |
|-----------------------|-----------|
| Efficiency unit (206) | 2 persons |
| One bedroom           | 3 persons |
| Two bedroom           | 4 persons |
| Three bedroom         | 6 persons |
| Hotel room            | 2 persons |
| Hotel suite           | 3 persons |

(g) No unfurnished unit, as of June 22, 1989, may be converted to a furnished unit for rental purposes. Furnished units currently being rented may continue to be rented as furnished units until time that said unit is sold.

## 8.0 OCCUPANCY CHANGES

Unit owners and Lessees must notify the Condominium Association of *any* change in occupancy within the condominium, regardless of duration. This includes rentals of hotel rooms, and the leasing of any unit, storage locker or carport within the complex.

## 9.0 PUBLIC SALES OR OPEN HOUSES

- (a) No public sale of furniture or other personal belongings shall be conducted within any residential or commercial unit.
- (b) No open house for the purpose of advertising or selling a unit is permitted, except as follows:
  - (i) A written request with the exact dates has been submitted to the Management Office.
  - (ii) An escort is provided from the lobby to the unit being shown.
  - (iii) All visitors are escorted back to the lobby to exit and are not permitted to wander unescorted through the building.

## 10.0 SOLICITATION

There shall be no solicitation, whether by residents, owners or others, on Condominium premises for any purpose whatsoever. "Solicitation" as used herein includes, without limitation, sales, political and religious activities. This prohibition includes in-person door-to-door solicitations as well as the distribution of written matter, the posting (with certain exceptions described in Appendix A) of notices on bulletin Boards, and appeals in the Newsletter, unless submitted as paid advertising at the current rate. Distribution of notices pertaining to living in the Condominium or to elections to the Board of Managers from the Board of Managers or its authorized representatives is explicitly exempted from this prohibition. (Revised May 21, 2018)

## **APPENDIX A: BULLETIN BOARD POSTINGS**

### **ADDITION TO RULE 10, SOLICITATION:**

Notwithstanding the foregoing, residents may submit notices for posting on the designated mailroom bulletin boards as follows:

Only the following types of residents' notices are eligible for posting:

- Sale, purchase, or rental by a resident or owner of a condominium related item, i.e., storage locker, carport, condominium unit, condominium contents. Notice shall be presented on a 3x5" card.
- Sale by resident or owner of previously purchased, unused tickets for concerts, theater, sporting, and other entertainment. Notice shall be presented on a 3x5" card.
- Invitations to
  - (a) parties, teas, receptions, and similar social events personally hosted by a resident in the meeting room and open to all residents free of charge;
  - (b) campaign appearances or debates by candidates on the ballot for a primary or general election in Swarthmore.

The following conditions shall apply to invitations:

1. Invitations must be submitted on a prescribed form available from the management office or the SHCA Bulletin Board Administrator. The notice shall include resident host contact information; date, time, and duration of event; request for acceptance of invitation;
2. Events may not promote commercial pursuits for any purpose or solicit interest for any purpose, such as institutional, charitable, etc., except in regard to campaign appearances or debates by candidates, as stated above under "invitations." Furthermore, such appearances or debates are open to residents only. Furthermore, no solicitation of funds may be made for any purpose.
3. Posting is permitted no earlier than 14 days prior to the event, or in the case of a political campaign event, 14 days prior to the primary or general election. The Bulletin Board Administrator shall remove the posting within two days following the event.
4. All other Association rules shall continue to apply.

**APPENDIX B: Pool Rules 20\_\_****20\_\_ POOL RULES AND REGULATIONS****I. POOL DATES AND HOURS:**

Beginning Saturday, June \_\_, the pool will be open daily until Monday, September \_\_. The pool will be open from noon to 8:00 p.m. on weekdays and from 11:00 a.m. to 7:00 p.m. on weekends.

Beginning Tuesday, September \_\_, the pool will be open weekdays from 3:00 p.m. to 8:00 p.m. and on weekends from 11:00 a.m. to 7:00 p.m. through September \_\_.

The pool will be open for weekend use only from 11:00 a.m. to 7:00 p.m. on the following dates:

May \_\_

June \_\_

A Red Cross certified lifeguard will be on duty at all times when the pool is open. The pool will close on Sunday, September \_\_, at 7:00 p.m. At that time, all personal property must be removed from the Cabana. Anything left behind will be discarded by the Association.

**II. ADMITTANCE PROCEDURES**

- A. Persons with pool tags must sign the daily register when entering the pool area and display their tags.
- B. Admittance is permitted only during scheduled hours when a lifeguard is on duty.
- C. Children under twelve years of age must be supervised by an adult at all times.
- D. The lifeguard is authorized to refuse admittance to persons who appear intoxicated or otherwise unfit to swim. Those who display disruptive behavior or otherwise violate Association rules will be asked to leave the pool. All pool attendees are required to follow the instructions of the lifeguard under all circumstances.

**III. ATTIRE**

- A. Proper swimming attire is required in the pool.
- B. Persons in swimming attire must wear a robe/jacket and shoes/sandals when not in the pool area.
- C. Persons leaving the pool area in dripping wet attire must use the Fire Towers when returning to their units.

**APPENDIX B: Pool Rules 20\_\_****IV. GUESTS**

- A. Persons entering with pool tags are permitted to host six guests per day per unit. Guests must be accompanied by a person with a pool tag at all times, and must register and present a completed guest pass.
- B. Guest passes may be purchased only at the Association office Monday through Friday from 9:00 a.m. to 5:00 p.m. on normal business days. Guest passes are not available at the pool.

**V. GENERAL RULES**

- A. Persons who are not toilet trained or who are incontinent are not permitted in the large pool. The Association shall provide a wading pool.
- B. Cell phone use is permitted only in the upper pool area.
- C. Radios and other sound equipment may be used only with a headset.
- D. Suntan oils and other products must be removed by showering before entering the pool or when using Association furniture without underlying toweling.
- E. Smoking is permitted only in the upper pool area. Use of ashtrays is mandatory.
- F. Chairs provided by the Association may be used by all attendees.
- G. Pool tags are non transferable.
- H. At the request of any pool member, there will be a lap swim for the last 20 minutes of each hour.
- I. Use of the Association phone at the pool is for emergency use only.
- J. Anyone using the pool must dispose of all waste from snacks, drinks, etc., in the containers provided.
- K. The following are prohibited from the pool area:
  - Glass containers
  - Alcoholic beverages
  - Running, ball playing, dunking and other unruly behavior
  - Rafts and inflatable flotation devices are not permitted. Noodles, kickboards and non-inflatable life vests are permitted.

Violations of Association rules should be reported to the lifeguard, if appropriate, or submitted in writing on the Association's complaint form for review by the Rules Committee.

ENJOY THE SUMMER!