

**RESOLUTION OF THE COUNCIL OF
WOODSIDE VILLAGE COMMUNITY ASSOCIATION
ADOPTING AMENDED/RESTATED RULES AND REGULATIONS**

WHEREAS, Woodside Village Community Association (“Woodside Village” or “Association”) is formed pursuant to a Unit Property Act Declaration (“Declaration”) and Code of Regulations, to administer, maintain, repair and replace certain units and common areas in a development situated in Upper Dublin Township, Montgomery County, Pennsylvania, known as “Woodside Village”. The Declaration and Code of Regulations are recorded in the Office of the Recorder of Deeds for Montgomery County in Deed Book 4193, at Page 87 et seq.

WHEREAS, Section 19 of the Declaration and Article IV, Section 1 of the Code of Regulations provides that the business, operation and affairs of the Association shall be managed by five (5) Council members.

WHEREAS, Section 14 of the Declaration and Article I, Section 3 and Article IV, Section 2 of the Code of Regulations empowers the Council to promulgate, distribute and enforce Rules and Regulations relative to the details, use and operation of the Townhouses and the Common Elements.

WHEREAS, Section 14 of the Declaration provides that each Townhouse Owner shall be governed by and must comply with the terms of:

...[the] Declaration, the Code of Regulations and the Rules and Regulations adopted pursuant thereto as they may be amended from time to time.

WHEREAS, the Council of Woodside Village has determined it to be in the best interest of the Association to adopt comprehensive, restated, updated and amended Rules and Regulations.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Council of the Woodside Village Community Association as follows:


1. Rules and Regulations and Attachments in the form attached hereto as Exhibit “A” are hereby adopted.

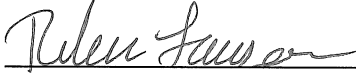
2. Notice of the adoption of this Resolution shall be given to all Townhouse Owners promptly after adoption.


3. This Resolution shall be effective upon execution as of November 7, 2019.

RESOLVED AND ADOPTED BY THE UNANIMOUS VOTE OF THE COUNCIL OF
WOODSIDE VILLAGE COMMUNITY ASSOCIATION THIS 7th DAY OF
November, 2019.

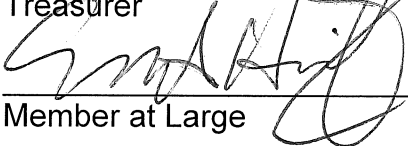
ATTEST:


Secretary


President


Vice-President


Treasurer


Member at Large

WOODSIDE VILLAGE COMMUNITY ASSOCIATION RULES AND REGULATIONS

1. GENERAL PROVISIONS

1.1. The Board (also known as the Board and/or Board of Directors) of the Woodside Village Community Association (hereinafter “Woodside Village” or “Association”) is authorized and obligated to govern and administer the property. By virtue of the Declaration and Code of Regulations of Woodside Village, the Board is empowered to adopt, enforce and amend Rules and Regulations governing the use, operation and occupancy of the Association. As part of its mission, and in order to help promote a more harmonious and aesthetic community, as to both the relations among members of the community and the appearance of the property, the Board has adopted these restated and updated Rules and Regulations. This comprehensive Rules and Regulations document incorporates new rules in order to resolve questions and inquiries that have been communicated to the Board. Wherever possible, these Rules and Regulations should be interpreted with common sense, to promote the policies and philosophy of the Association.

These Rules and Regulations are intended to supplement the Declaration and Code of Regulations of Woodside Village. They shall be in effect unless or until amended by the Board. If there is any conflict between provisions of these various documents, the provisions of the Declaration first and then the Code of Regulations shall prevail. These Rules and Regulations apply to and shall be binding on everyone who owns a Unit, lives in a Unit or otherwise uses the property in any way, including all Townhouse Owners, occupants, tenants, lessees, agents, invitees, guests and any other person or entity who or which may enter upon or use any portion of the property within Woodside Village.

1.2. The Rules should be read in context, and applied appropriately to everyone in the Association. It is the intent of the Board that these Rules and Regulations be strictly enforced. All officers of the Association and other agents authorized by the Association are fully empowered to act to enforce all the Rules and Regulations of Woodside Village to assure compliance by all Woodside Village residents and their guests. These rules should be interpreted broadly and liberally, in the best interests of the community as a whole. The failure of the Association to enforce any covenant, restriction or other provision of the Declaration, Code of Regulations of these Rules and Regulations (hereinafter referred to collectively as “Governing Documents”) shall not constitute a waiver of the right to do so thereafter.

1.3. Decorum is to be observed within Woodside Village and at community meetings. The use of profanity, taunting, stalking, disruptive behavior, abusive letter and email writing, threats and intimidation or harassment of any kind (i.e. words, gestures and actions that tend to annoy, alarm or abuse another person) are not acceptable in Woodside Village. This code of conduct shall 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 meeting may be adjourned and

reconvened at a later date. The abusive individual may be given a warning, and in the event of another incident, a fine may be assessed.

2. GENERAL RULES

2.1. Townhouse Owners must keep the interior of their Townhouse in good order and repair. Townhouse Owners must keep the exterior of their Unit, including any Limited Common Elements (*See*, Component Responsibility Chart), clean and in good condition. Townhouse Owners are encouraged to consult the Component Responsibility Chart for the listing of the maintenance responsibilities assigned by the Declaration.

2.2. Townhouse Owners must provide the Association with basic and current contact information (*i.e.*, mailing address, home and mobile phone number, email address and emergency contact) for all Townhouse Owners and all occupants of a Unit. In the event of a change in information, Townhouse Owners must provide updated information within thirty (30) days of the date of the change of any information or occupancy.

2.3. No Townhouse Owner or Resident may plant, place, maintain, prune or remove trees or shrubs on the Common Elements or Limited Common Elements without the prior written permission of the Board. Vegetable and/or fruit gardens will be permitted only in the rear of a Lot. The Association reserves the rights to remove any unauthorized plantings from the Common Elements or Limited Common Elements, without notice to any Townhouse Owner or other person.

2.4. No personal property may be left on any of the Common Elements overnight, including, but not limited to, front and/or side yards. No tents, toys, brooms, shovels, sporting equipment, bicycles, or similar equipment of any kind are permitted to be kept/stored on the Common Elements overnight, except that such equipment may be stored on a deck or patio. Hoses may be stored in the front or side of a Unit in a caddy or holder only.

2.5. Waste, such as garbage, trash, recyclables or rubbish, may not be stored anywhere on the premises except inside a Unit or in a closed trashcan or similar container. Such containers (*i.e.* trashcans) must be stored within 10 feet from the rear wall of a Unit for Units without fences, and within the fenced yard for Units with fences.

2.6. All waste and recyclable materials are to be placed in the containers provided by the Township. (Note: for bulk waste, please contact the Township directly to arrange for pickup.)

2.7. Waste and recyclable materials shall be placed outside for collection only on days designated by the Township for collection. Waste may be placed at the curbside on the night before the designated day for collection, and containers must be removed no later than the day following collection. Items shall not be left at curbside for more than 24 hours.

2.8. Bulk waste (*i.e.* appliance, tires, furniture, carpet and other bulk items) shall not be placed for regular collection. Disposal arrangements for items of this nature are the sole

responsibility of the Resident. Residents must contact the Township for information about bulk waste and hazardous waste (i.e. paint cans, oil, etc.). In no event may bulk waste remain outside of the Townhouse for collection in excess of twenty-four (24) hours.

2.9. Recycling is mandated by the State and Township. Items that should be recycled include newspapers, glass bottles, plastic bottles, and cans. No garbage or aerosol is permitted in recycle bins.

2.10. Holiday decorations may be displayed only during the two weeks before and the two weeks after the holiday. Decorations that prove to be a nuisance, produce excessive glare or noise or which endanger the health and welfare of the Association, visitors or residents are not permitted.

2.11. Hanging laundry outside of the home is not permitted unless it is within a fenced yard, and the fence is of a height taller than the height of the hanging laundry.

2.12. Propane and/or charcoal grills may be used a minimum distance of eight (8) feet away from a flammable surface. Only one propane tank is permitted (under the grill) at any one time. No other storage of propane tanks or similarly hazardous containers is permitted. Fire pits and/or outdoor space heaters are strictly prohibited.

2.13. Flags such as the U.S, state or military flags, may be displayed on the door of a Townhouse, outside on the bow window frame or in a flower bed in the front of the Townhouse. No other flags may be displayed on the exterior of a Townhouse. Flags may not be attached to any other portion of the Common Elements (*i.e.* stucco, brick or stone), with the exception of wood surfaces. The size of a flag may not exceed 3'x5'.

2.14. It is the policy of the Association that pets should not have any impact on neighbors, and that only pets that can be confined to the Townhouse should be kept within the Townhouse. Pets must not constitute a nuisance to others in the judgment of the Board. All animals must be kept on leashes when outside the Townhouse unless they are in a fenced yard and must be supervised at all times by a responsible person. Any time that a pet is permitted to relieve itself anywhere on the Woodside Village property, the animal's owner or handler must clean up waste material immediately and deposit same in his/her own closed trash receptacle. 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 Townhouse at any time. Any damages created by a Resident's pet shall be that Resident's responsibility.

2.15. Because parking is limited in Woodside Village, all of the available parking spaces are either assigned to specific Townhouses or are designated as Visitor Parking.

2.15.1. Only private passenger automobiles, with proper license and registration, may be operated or parked on the premises. Boats, trailers, mobile homes, recreational vehicles, all terrain vehicles and commercial vehicles or the like may not be parked in the Association. Flat bed and pickup trucks are permitted when used exclusively for personal, noncommercial transportation.

2.15.2. Each Townhouse is assigned two (2) numbered parking spaces for use by the occupants of the Townhouse. Townhouse Owners and/or occupants must park their vehicle(s) in the space(s) assigned to their Townhouse.

2.15.3. Parking spaces that are designated as Visitor Parking are reserved for guests, invitees and other visitors. No vehicle, whether belonging to a Resident, guest or visitor may be parked in a Visitor Parking space for more than five (5) consecutive days.

2. 15.4. Residents may park in a designated Visitor Parking space only on a temporary and intermittent basis. Residents may not rotate vehicles among assigned spaces and Visitor Parking spaces. Any effort to circumvent these Rules and Regulations, such as by moving a vehicle from one Visitor Parking space to another Visitor Parking space or rotating vehicles among assigned spaces and Visitor Parking spaces, will be deemed a separate violation.

2.16. Commercial vehicles include (but are not limited to) trucks, tractors, vans, vehicles with lettering, vehicles with more than four wheels, vehicles with equipment boxes or storage containers, vehicles with ladders or ladder racks, municipal work vehicles, and windowless vans. However, as an exception, vans and pickup trucks are permitted if used for both personal and commercial transportation. Commercial vehicles are only permitted during daytime hours, and in connection with repairs, maintenance and construction projects within the development. Boats and trailers are strictly prohibited.

2.17. Motor vehicles may park only in authorized parking areas. No motor vehicle may be parked in such a manner as to interfere with the movement of traffic through Woodside Village. Additionally, no motor vehicle shall be parked in such a manner as to block or impede the use of fire hydrants, entrances to any buildings, posted fire lanes or any areas marked with yellow stripes.

2.18. Parking in violation of these Rules and Regulations is deemed to create a hazardous condition that would endanger the health and safety of the Woodside Village. Any vehicle parked in violation of these Rules and Regulations of Woodside Village, may be towed after being posted with a towing notice affixed to the windshield or other prominent place on the automobile, warning of its impending removal by a commercial towing service, and setting forth the date of the posting and the date of removal at the owner's expense and the owner may be assessed a fine by the Association.

2.19. Any vehicle considered inoperable or abandoned will have a towing notice affixed to the windshield or other prominent place on the automobile declaring the vehicle 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 72 hours after being posted, then the vehicle will be removed by a commercial towing service and all further communications regarding the vehicle will be with the commercial towing service. Should the abandoned vehicle belong to a Townhouse Owner or tenant, the Townhouse Owner may be fined by the Association after notice and an opportunity to be heard at the rate of \$50.00 per day for each day the abandoned vehicle remains upon the

property.

2.20. Townhouse Owners are required to purchase an HO-6 endorsement or similar coverage for their Townhouse, in at least such amount as will insure the deductible applicable to the Master Policy maintained for the Condominium, and must provide written evidence of such coverage to the Association upon reasonable request. The cost of the deductible applicable to the Master Policy will be assessed against the Unit(s) damaged based on the percentage of damage. Townhouse Owners are required to purchase Betterments & Improvements coverage as well as coverage for loss of use, personal property and personal liability. Townhouse Owners are encouraged to purchase a Loss Assessment Rider.

2.21. No signs, poster, handouts or other forms of advertising may be distributed or displayed anywhere within the Association. Real Estate agents and private home sellers are permitted to place (a) "For Sale" or "For Rent" sign in the front window of the home but nowhere else on the Property and (b) "Open House" signs at intersection entrances to the Association on the morning of an open house, but such signs must be removed immediately after the event is completed. The Board may, upon written request and with written approval, permit non-commercial signs or fliers to be distributed within the Association.

2.22. All front window treatments and coverings facing the exterior of the Townhouse must be white, cream or off-white.

2.23. Yard sale, garage sales, rummage sales, etc., are strictly prohibited.

3. ALTERATIONS, IMPROVEMENTS & ADDITIONS

3.1. No one may make any repairs, additions, alterations, modifications or improvements ("Work") to the exterior of any Townhouse or to any portion of the Common Elements or Limited Common Elements without the prior written approval of the Board.

3.2. Any Work to the exterior of any Townhouse or to any portion of the Common Elements or Limited Common Elements, as approved, shall be made only by qualified contractors or similar personnel and must be consistent with the standards of the Association.

3.3. Applications for approval of any Work to the exterior of any Townhouse or to any portion of the Common Elements or Limited Common Elements shall be made in writing, on a form approved by the 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; (b) the name and address of the person who will actually perform the Work; (c) satisfactory evidence that the person who will actually perform the Work is insured for general liability and for workers compensation; and (d) an acknowledgement that the Townhouse Owner is responsible for any damage to the Common Elements or to any other Townhouse resulting from such Work. If permits are required for the work, the Management Company must be provided with a copy of all issued permits before work may be approved.

3.4. Townhouse Owners are fully responsible for the exterior of their Townhouse. Any damage to the exterior of a Townhouse or to the Common Elements that is caused by or on behalf of a Townhouse Owner is the responsibility of that Townhouse Owner and may be assessed against the Townhouse Owner.

3.5. The approved paints and colors are as follows:

3.5.1. Approved Door Paint Colors- all doors (Exterior Doors/front and back)
-Sherwin Williams 6300 (Burgundy)
- Sherwin Williams Color Matched Color Pella Poplar White
-Benjamin Mooreguard in Tudor Brown Acrylic Latex Paint

3.5.2. Approved Window Paint Colors- all windows on Townhouses (upper, lower and bay/bow windows)
- Sherwin Williams Color Matched Color Pella Poplar White
-Benjamin Mooreguard in Tudor Brown Acrylic Latex Paint

3.5.3. **If you are purchasing a window that is pre-painted it must be cream or brown.**

3.5.4. **Approved Fence Styles-** 6 Foot Height- Stockade or Shadowbox constructed of natural wood-
*non tinted clear protective coatings on wood fences are permitted

4. COMPLIANCE PROCEDURES; FINES AND PENALTIES

4.1. All complaints concerning violations of the Declaration, Code of Regulations and/or Rules and Regulations must be in writing signed by the Townhouse Owner or occupant, and submitted to the Board or the Management Company. The complaint must be specific in detail so that the Board may determine if an investigation is warranted. Complaints may also be initiated by the Board or by the Management Company. The Complaint will be investigated by a member of the Board or the Management Company to determine if the complaint is justified and that a violation exists and must be corrected.

4.2. In the event of a violation of the Declaration, Code of Regulations or the Rules and Regulations, a warning/reminder letter of the violation shall be sent to the Townhouse Owner specifying: (i) the alleged violation; (ii) a date by which the violation must be corrected (if appropriate) and (iii) the fine, legal action, suspension and/or other sanctions applicable to the violation which may ensue if the violation is not corrected.

4.3. If the violation stated in the warning/reminder letter is not corrected within the applicable time period, the Association will send a violation notice to the Townhouse Owner and a copy to the occupant where applicable, stating that because the violation was not corrected, a fine has been assessed, privileges suspended or other appropriate legal action may ensue. No additional opportunity to cure the violation shall be required for subsequent identical violations which occur within one (1) year of the first warning/reminder letter. The violation notice shall

provide to the Townhouse Owner an opportunity for a hearing before the Board, if requested in writing within ten (10) days of the date of the violation notice.

4.4. Upon written request from a Townhouse Owner who has been given notice of a violation, the Board shall schedule a hearing concerning the violation. At least ten (10) days' written notice shall be given before any scheduled hearing. At the hearing, the violator shall have the right to participate and present evidence. Subsequent to the hearing, the Board shall render a written decision, making a determination of whether a violation took place; and further, what remedies or actions the Association intends to pursue. Failure to appear at the hearing will result in a finding of violation and appropriate fine or action.

4.5. If no request for a hearing within ten (10) days of the date of the violation notice is received, a Townhouse Owner or occupant does not appear at the hearing, or a determination of violation is made by the Board subsequent to a hearing, a fine will be assessed, privileges suspended, or other appropriate legal action will ensue. For any violation of the Declaration, Code of Regulations or the Rules and Regulations, the Board may impose a fine of up to \$100.00, and not to exceed \$500.00 for multiple offenses. Each day on which a violation is committed or continues to exist may be considered a separate violation, and may be subject to a separate daily fine (*i.e.*, a fine may be imposed for each day on which a violation exists). The Board has full authority to establish fines in accordance with the seriousness of the violation. In addition to a fine, the Board may suspend the membership privileges of the Townhouse Owner after notice and an opportunity to be heard.

4.6. In the event that a violation is not corrected and the fine is not paid, the Board will take legal action to obtain payment of the fine and/or compliance with the Declaration, Code of Regulations and/or the Rules and Regulations. The Board may also resort to filing immediate legal action for injunctive relief or damage if the circumstances warrant. The following costs will be assessed: enforcement costs, including the court costs, attorney's fees, etc. Fines, fees and costs are collected in the same manner as assessments, and constitute a lien on the Unit.

4.7. Upon a written request for mediation from a Townhouse Owner, the Association will participate in non-binding mediation with such Townhouse Owner before an independent mediator to resolve disputes about Association meetings, voting and quorums or disputes about the Townhouse Owner's right to access to Association records, provided that the costs of such mediation are shared equally between the Association and the Townhouse Owner. A Townhouse Owner may submit a written request to mediate other disputes with the Association, with the terms, conditions and procedures of such mediation to be determined by agreement of the parties.

4.8. A Townhouse Owner may submit a written request to mediate a dispute with another Townhouse Owner about Association matters. If all such Townhouse Owners agree, the Association will appoint a Board member or other person acceptable to those Townhouse Owner(s) to facilitate a non-binding mediation between or among such Townhouse Owner(s), and the Townhouse Owners shall share the costs of such mediation equally.

4.9. **Mandatory Dispute Resolution Procedure.** Prior to filing a complaint,

objection, claim, lawsuit or administrative proceeding (including but not limited to law enforcement authorities such as the State Attorney General's Office) against the Association, the Board, or any officer, director, or committee member of the Association, a Townhouse Owner or resident **MUST FIRST** request, attend and participate in a hearing before the Board.

4.9.1. All requests for a hearing shall be in writing and shall be delivered to the Secretary of the Association or the Management Company.

4.9.2. The Board shall schedule a hearing within thirty (30) days of the receipt of a written request from the Townhouse Owner or resident. The parties shall endeavor to schedule a hearing time that is mutually convenient, and shall not insist on the thirty (30) day time period if schedules do not permit the hearing to be held within it.

4.9.3. The Board may appoint an ad hoc committee to conduct and hold one or more hearings.

4.9.4. During the hearing, the parties shall present their disputes in a reasonably detailed fashion, and shall make a good faith effort to resolve the dispute amicably. The parties shall cooperate and shall reasonably make available any documentation, information, or access to premises as may be required for inspections.

4.9.5. If immediate resolution is not possible or practicable, the parties shall afford to each other, reasonable time and opportunity to address the grievance and to attempt to resolve the dispute.

4.9.6. In hearings before the Board or the committee designated by the Board, all parties shall be entitled to, but shall not be required to, be represented by counsel.

4.9.7. Each party shall bear their own costs and expenses related to and in hearings before the Board or the committee designated by the Board.

4.9.8. Within ten (10) days of the conclusion of the hearing, the Board or the committee designated by the Board, shall issue a written decision, or if an agreement was reached, shall issue a memorandum incorporating the terms thereof.

4.8.9. This procedure shall not apply to matters related to the imposition, payment and collection of assessments, and may be waived in writing by the Board.

5. Decks, Fences, Patios & Sheds

5.1. Any Townhouse Owner wishing to install a deck, fence, patio or shed (or similar structure) must comply with Section 3 (Alterations, Improvements, & Additions) of these Rules and Regulations (requiring prior written Board approval).

5.2. Decks, fences, patios and/or sheds may not be installed or erected within the path of the storm water drainage swale located behind Building 100 or anywhere that interferes, or has the potential to interfere, with the drainage facilities in the Association. Decks, fences, patios

and/or sheds may only be installed, if approved, behind Building 100 on the Townhouse side of the swale and must allow for sufficient clearance away from the downspouts, underground pipes and storm vents.

5.3. In addition to the requirements of Section 3 of these Rules and Regulations, a Townhouse Owner or Townhouse Owners wishing to install a deck, fence, patio and/or shed in, near or around Building 100 must provide the Association with a survey, certified by a professional licensed surveyor, showing that the location of the proposed structure is on the Unit side of the storm water drainage swale, is not otherwise within the path of the swale, will allow for sufficient clearance away from the downspouts, underground pipes and storm vents, as well as its relationship to the drainage facilities in the Association. The Association reserves the right to require such a survey for any deck, fence, patio or shed (or similar structure) that it believes may interfere with the drainage facilities in the Association.

5.4. A Townhouse Owner wishing to install a deck, fence, patio and/or shed must agree to indemnify and hold harmless the Association for any and all losses, expenses or damages caused by the installation, construction, maintenance or repair of such deck, fence, patio and/or shed and must provide the Association with satisfactory evidence that such Townhouse Owner maintains liability insurance for such deck, fence, patio and/or shed.

5.5. A Townhouse Owner or Townhouse Owners wishing to install a deck, fence, patio and/or shed must agree to restore all parts of the Common Elements that are disturbed or damaged as a result of the installation of the deck, fence, patio and/or shed, to maintain the deck, fence, patio and/or shed in good condition and repair and to restore the area around such deck, fence, patio and/or shed to its pre-existing condition at such time as the fence and/or shed is removed.

5.6. The Association reserves the right to inspect any deck, fence, patio or shed in the Association to determine if it interferes, or has the potential to interfere, with the drainage in the Association and, if so, to require that the fence or shed be modified or removed in order to eliminate such interference. The Association reserves the right to perform any necessary repairs or restoration to any Common Elements that are or might be affected by the structure, and, after written notice, to assess the costs of such work to the Townhouse Owner. The Association also reserves the right to inspect any deck, fence, patio or shed in the Association to determine if it is being maintained in good condition and repair and to require the Townhouse Owner to make any necessary repairs or to make such repairs itself, after written notice, and assess the costs of such work to the Townhouse Owner.

6. Leasing & Non-Owner Occupants

6.1. Units may only be leased/rented for an initial lease term of a minimum of twelve (12) months. No Townhouse may be leased or occupied for transient, hotel, vacation or any short-term purposes. Townhouse Owners are not permitted to lease a Townhouse for any purpose that is not permitted under applicable law. Townhouse Owners are not permitted to lease less than the entire Townhouse. Subleases are not permitted under any circumstances. Townhouse Owners are solely responsible for ensuring that all rentals adhere to Upper Dublin Township Ordinances and regulations.

6.2. No Unit may be leased or occupied without a written lease or Non Owner Acknowledgement, as well as a copy of the permit obtained from Upper Dublin Township, copies of which shall be furnished to the Management Company no later than ten (10) days prior to the effective date of the lease. Every written lease shall include the Woodside Village Condominium Association Approved Lease Addendum, which shall be executed by both the tenant and the Townhouse Owner and provided to the Management Company no later than ten (10) days prior to the effective date of the lease.

6.3. Any Townhouse Owner leasing a Townhouse shall provide a copy of the Declaration, Code of Regulations and Rules and Regulations of Woodside Village (the "Governing Documents") to their tenant(s) and all tenant(s) shall be subject to and bound by the Governing Documents. Both the Townhouse Owner(s) and tenant(s) shall be jointly responsible for any violation of the Governing Documents of the Association by the tenant(s) or the tenants' guests and/or invitees. Townhouse Owners are primarily liable for all actions of the tenants with respect to the condominium property, including fines, penalties and expenses.

6.4. Consistent with the Townhouse Owner's and tenant's obligation to comply with the Declaration and Code of Regulations, Townhouse Owner and tenant shall agree that in the event that the Townhouse Owner of the leased Townhouse shall fail to pay any assessment made against such Townhouse, and such failure continues for thirty days, the Board may notify the tenant of such Townhouse in writing of the amounts due. Thereafter, such tenant shall pay all rental payments accruing under the lease to the Board, for the Association, up to amount(s) shown to be due from the Townhouse Owner in the Board's notice. All amounts so paid by the tenant shall be credited against and shall offset the corresponding rental installment due to the Townhouse Owner, but under no circumstances will the tenant be obligated to pay to the Association any amount for unpaid assessments during any one month which is in excess of the rental payment due from the tenant for such month.

6.5. The Association recognizes that persons other than the Owner of the Townhouse occupy some Townhouses, even in the absence of a landlord-tenant relationship. Notice of such occupancy shall be given to the Association, in writing, by providing a fully completed Owner Information Sheet to the Management Company within fifteen (15) days of the effective date of the lease, or occupancy of the Townhouse by the tenant(s), whichever date is earlier.

6.6. Any Townhouse Owner allowing a Townhouse to be occupied by another person shall provide a copy of the Governing Documents to such person. All occupants shall be subject to and bound by the Governing Documents. Both the Townhouse Owner and the occupant shall be jointly responsible for any violation of the Governing Documents by the occupant and the occupants' guests and/or invitees. Townhouse Owners are primarily liable for all actions of the occupants with respect to the condominium property, including fines, penalties and expenses.

6.7. The Occupant of such Townhouse shall execute a Non-Owner Acknowledgement, and a copy shall be provided to the Association at least ten days prior to any such occupancy.

7. Documents Policies and Procedures

7.1. Maintenance of Records It is the responsibility of the Association to maintain complete and accurate records of its affairs, and to comply with the Declaration and Code of Regulations of the Association and all applicable laws with respect to maintaining such records and members' rights to examine or copy such records.

7.2. Confidentiality The policy of the Association is that, whenever possible, the Association should respect and protect the privacy of its Members and residents and that all information with respect to an individual member or resident be treated as confidential. Members of the Board, committee members and Management Company personnel are expected to keep all information which they receive in the course of their activities and duties for the Association in strictest confidence, and may be asked to sign a statement acknowledging the Association's policies.

7.3. Definitions For purposes of the Association's records and documents:

7.3.1. *Membership Register* shall mean a list of all of the Townhouse Owners and the addresses to which notices to Townhouse Owners (and holders of mortgages, if required) shall be sent.

7.3.2. *Books and Records of Account* shall mean (a) the general ledger report, (b) the annual audit report, and (c) any other periodic financial statement that is regularly prepared by the Association's accountant.

7.3.3. *Records of Proceedings* shall mean the Minutes of the meetings of the Members and the Board, the Declaration, and the Code of Regulations, Resolutions and Rules and Regulations of the Association.

7.3.4. *Primary Records* shall mean the Membership Register, Books and Records of Account and the Records of Proceedings.

7.3.5. *Authorized Agents* shall mean such persons as may be designated by a Member as their attorney-in-fact in Designation of Authorized Agent.

7.3.6. *Protected Records* shall mean all Townhouse Owner files, delinquency records, personnel records, minutes of the Executive Session(s) of the Board, any documents that relate to litigation involving the Association and any other records designated as confidential by the Board.

8. Access to Records The records of the Association shall be available for examination by Members and their Authorized Agents only, according to the following procedures. The Association, the Board or the Management Company will not accept any request for information or documents that does not comply with these procedures.

8.1. Townhouse Owners of the Association and their Authorized Agents may submit a written Request to Examine Records (on the form designated by the Association), setting forth the records desired and the purpose of the examination. The Management Company shall

review the Request promptly to determine if it complies with the Association's policies and, if so, shall notify the Townhouse Owner or his/her Authorized Agent(s) of (a) the date and time at which Primary Records will be made available for inspection, or (b) that the Request has been referred to the Board.

8.2. Primary Records will generally be made available for examination at the Management Company's office during regular business hours, on at least one week's advance notice. During such examination, the Member may make copies or extracts of the records; at the Member's own expense (at a cost of \$0.25 per page). The Primary Records may not be removed from the Association office.

8.3. A request to examine records other than Primary Records will be referred to the Board for consideration at its next regularly scheduled meeting. Other records of the Association may be made available for examination (but not copied) at the Association's office if the Board determines that there is a reasonable Association purpose for the request and it is clear and free from doubt that considerations of privacy, confidentiality or privilege do not outweigh such purpose.

8.4. Protected Records will be made available for examination only in extraordinary circumstances.

8.5. The Association will make reasonable efforts to respond to each Request to Examine Records within a reasonable time following the next regularly scheduled Board meeting after such request is submitted.

9. Assessment Collection Procedures

9.1. The annual assessment for Common Expenses shall be divided into twelve (12) equal monthly installments called Condominium Fees, each rounded to the nearest dollar.

9.2. Payment of each monthly installment of the annual assessment is due by the first day of the appropriate month. Any account that is not paid in full by the 10th of the month shall be deemed delinquent. On the 11th of each month, a late fee of \$35.00 will be assessed to every account with a balance in excess of one month's assessment. Interest may be charged on a delinquent balance at the rate of 15% per year after forty-five (45) days, as authorized by the Pennsylvania Uniform Condominium Act.

9.3. When a delinquent balance exceeds one month's installment of the Annual Assessment, a letter will be sent to the Townhouse Owner at the mailing address on the records of the Association advising the Townhouse Owner of their delinquent account and requesting payment. Included in the mailing will be: a copy of these Rules and Regulations; a list of unpaid assessments and charges; information on who the Townhouse Owner may contact to obtain further information and have questions answered; and notice pursuant to the Fair Debt Collection Practices Act.

9.4. If the balance is not paid within thirty (30) days following the initial letter, and no other satisfactory arrangements have been made, a second letter will be sent notifying the Townhouse Owner of this acceleration and advising that the account will be placed for collection if it is not resolved within thirty (30) days. A copy of this letter may be sent to the Mortgagee, if known. The Association reserves the right to accelerate all remaining installments of the Annual Assessment for the fiscal year without notice.

9.5. If the balance is not paid within thirty (30) days following the second letter, and no other satisfactory arrangements have been made, the account will be referred to the Association's attorney for further handling and collection, including, but not limited to, the filing of a lawsuit. Legal action on a delinquent account may result in a judgment against the Townhouse Owner, a Sheriff's Sale of real estate or personal property and/or garnishment of bank accounts or other debts or assets.

9.6. The Board may suspend the membership privileges of a delinquent Townhouse Owner, in which case the delinquent Townhouse Owner (including family, tenants, and others claiming through the Townhouse Owner), may not use any of the Common Elements, may not vote on Association matters, and may not run for or serve on the Board or any of its committees.

9.7. As provided by the Governing Documents and the Pennsylvania Uniform Condominium Act, all expenses incurred by the Association for collection of a delinquent account are the responsibility of the Townhouse Owner and will be assessed against such Townhouse Owner automatically. These expenses include, but are not limited to, legal fees, court costs, late fees, NSF fees and others, as well as other Assessments which may become due.

9.8. The Board may exercise any and all of its rights as permitted by law and its decision is final.

10. Owner Information

10.1. In January of each year, the Association shall issue the Owner Information Sheet to all Townhouse Owners in the Association. Any Townhouse Owner not residing in the Townhouse shall have the Census Form mailed to the last known address on file.

10.2. The Association shall include with the Owner Information Sheet a cover letter with instructions for completion. The cover letter shall include the deadline to submit all completed forms and additional documentation to the Association.

10.3. All Townhouse Owners are required to fully complete and provide all requested information and/or documents and return the Owner Information Sheet no later than fifteen (15) days after the date of issuance. An Owner Information Sheet that is returned with false information shall, upon discovery, be subject to fines in the same manner as failure to return same by the deadline.

Woodside Village Condominium Association
Component Responsibility Chart

Ownership Key

CE Common Element—The Land and facilities owned by all Homeowners in common, by percentage interest. Maintained by the Association, with expenses charged as Common Expenses.

LCE Limited Common Element — part of the Common Elements allocated for the exclusive use of one or more (but less than all) Unit Owners.

U Unit - the land and Dwelling Unit owned and maintained by the individual Homeowner(s).

Costs Key

CE Common Expense — Association costs shared by all Homeowners

LCE Limited Common Expense — Expenses incurred on behalf of one or more Homeowners, and charged to such Homeowners

Responsibility Key

M-R-R Maintenance, repair and replacement

Component	Ownership Category	Association Responsibility	Charged As	Owner Responsibility
Asphalt Parking Areas	CE	M-R-R	CE	None
Attic Exhaust Fan	U	None	N/A	M-R-R
Chimney	LCE	None	N/A	M-R-R
Concrete Steps & Walks	CE	M-R-R	CE	None
Decks	U	None	N/A	M-R-R
Flues, Oil Flues, Vents	U	None	N/A	M-R-R
Foundation	CE	M-R-R	CE	None
Front Planting Beds	LCE	None	N/A	M-R-R
Front Door	U	None	N/A	M-R-R
Front Porch	LCE	None	N/A	M-R-R
Front Porch Roofs	U	None	N/A	M-R-R
Front Screen/ Storm Doors	U	None	N/A	M-R-R

Component	Ownership Category	Association Responsibility	Charged As	Owner Responsibility
Front Yard ¹	LCE	None	N/A	M-R-R
Gutters/Downspouts	CE	M-R-R	CE	None
Hose Bib	LCE	None	N/A	M-R-R
HVAC Equipment Outside Unit	LCE	None	N/A	M-R-R
Indoor Plumbing & Electrical	U	None	N/A	M-R-R
Interior Components	U	None	N/A	M-R-R
Locks, Hinges And Hardware On Windows And Doors	U	None	N/A	M-R-R
Mailboxes, Doorbells & House Numbers	LCE/U	None	N/A	M-R-R
Party Walls	U	None	N/A	M-R-R
Patio	U	None	N/A	M-R-R
Patio Door	U	None	N/A	M-R-R
Pent Roofs	U	None	N/A	M-R-R
Railings	LCE	None	N/A	M-R-R
Rear Yard/ Fences	U	None	N/A	M-R-R
Retaining Walls	CE ²	M-R-R	CE	None
Roofing And Flashing	U	None	N/A	M-R-R
Sheds	U	None	N/A	M-R-R
Shutters	LCE	None	N/A	M-R-R
Sidewalks	CE	M-R-R ³	CE	None
Small Light Post; Wall Mounted Lights	LCE	None	N/A	M-R-R
Stucco, Trim	CE	M-R-R	CE	None
Unit Slab	U	None	N/A	M-R-R
Window Trim	U	None	N/A	M-R-R
Window, Window Glass, Window Frames And Screens	U	None	N/A	M-R-R

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¹ Association will provide lawn mowing and leaf removal to accessible areas, as long as there is no pet waste

² Except within Private Yards.

³ Includes snow removal for front steps and walkways to front doors

Attachments

Approved Lease Addendum

Non-Owner Acknowledgement

Component Responsibility Chart

Application to Install or Maintain Decks, Fences, Sheds & Similar Structures

Request to Examine Records

Owner Information Sheet

**WOODSIDE VILLAGE COMMUNITY ASSOCIATION
APPROVED LEASE ADDENDUM**

Addendum to Lease dated _____ between _____
, Owners and _____, Lessees, of
_____ (address), a Unit in Woodside Village.

1. **GOVERNING DOCUMENTS** Lessee agrees to be bound by all provisions of the Declaration of Condominium, the Code of Regulations and the Rules and Regulations (the "Governing Documents") of Woodside Village Association. Lessee acknowledges receipt of the Governing Documents. Owner acknowledges that Owner remains responsible for the conduct of the Lessee, including Lessee's compliance with the Governing Documents.

2. **NOTICE OF LEASE** The Unit Owner or his/her agent must deliver an executed copy of this Lease and Addendum to the Association prior to the date on which Lessee moves any household goods or other personal property into Unit, and not more than ten (10) days from the date of its execution. Lessee may not move in to the Unit if the (signed) Acknowledgement has not been submitted to the Association.

3. **TERM/PREMISES** This Lease must be for a term of at least than one (1) year, and shall not be for any premises less than the entire Unit.

4. **USE OF UNIT** The Unit shall be used exclusively as a single family residence. The Unit may not be for any business operations, or any use that is not permitted by applicable zoning law. Lessee understands that residents or guests of any resident may not make any noise, sound, or other disturbance that unreasonably interferes with the quiet enjoyment of any other resident or that damages any part of the Building.

5. **CHANGES TO UNIT:** Alterations or improvements to the Unit that in any way relate to the electrical, plumbing, heating, air conditioning systems or relate to structural changes are not permitted without the written approval of the Association.

6. **DELEGATION OF LESSOR'S REMEDIES** Lessor delegates to the Association all his/her rights under the Lease and this Addendum, and under law, with respect to the remedies for its breach, so that the Association may exercise any of such remedies upon the failure of the Lessee to abide by any of the terms and conditions of this Lease, Addendum, or the Governing Documents. The pursuit of any of such remedies by Lessor against Lessee shall not preclude the Association from pursuing any such remedies against Lessee.

7. **ASSOCIATION FEES; ASSESSMENTS** Consistent with the Unit owner's and Lessee's obligation to comply with the Declaration and Code of Regulations, Lessor and Lessee agree that in the event that Lessor shall fail to pay any assessment made against the Unit, and such failure continues for thirty days, the Council may notify the Lessee in writing of the amounts due. Thereafter, all rental payments accruing under the Lease shall be paid by Lessee to the Council, for the Association, up to the amount(s) shown to be due from Lessor in the Council's notice. All amounts so paid by the Lessee shall be credited against and shall offset the corresponding rental installment due to Lessor, 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 rental payment due from the Lessee for such month.

8. OWNER'S RESPONSIBILITY: Lessor understands and acknowledges that Lessor is responsible for any violations of the Governing Documents by the Lessee(s), including the responsibility for fines, damages, and legal expenses.

9. INTERPRETATION: Nothing in this Lease Addendum shall be construed to limit or modify the Lessor's or Lessee's obligations under the Governing Documents. No provision of this Addendum shall relieve 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 Lessor.

10. TOWNSHIP ORDINANCE(S): Owner is responsible for obtaining a housing license from Upper Dublin Township and/or otherwise complying with the Township Code, Chapter 180, Property Maintenance.

Date: _____

Lessee

Lessee

Date: _____

Lessor

Lessor

**WOODSIDE VILLAGE ASSOCIATION
NON-OWNER ACKNOWLEDGEMENT**

Acknowledgment dated _____ between _____
("Owner") and _____ ("Occupant") for Unit _____

Condominium:

1. **GOVERNING DOCUMENTS:** Occupant agrees to be bound by all provisions of the Declaration of Condominium, the Bylaws and the Rules and Regulations (the "Governing Documents") of Woodside Village Community Association. Occupant acknowledges receipt of the Governing Documents. Owner acknowledges that Owner remains responsible for the conduct of the Occupant, including Occupant's compliance with the Governing Documents.

2. **NOTICE OF OCCUPANCY:** The Unit Owner or his/her agent must deliver an executed copy of this Acknowledgment to the Association prior to the date on which Occupant moves any household goods or other personal property into Unit, and not more than ten (10) days from the date of its execution. Occupant may not move in to the Unit if this (signed) Acknowledgement has not been submitted to the Association.

3. **USE OF UNIT:** The Unit may be used only as a single-family residence. The Unit may not be for any business operations, or any use that is not permitted by applicable law. Occupant understands that residents or guests of any resident may not make any noise, sound, or other disturbance that unreasonably interferes with the quiet enjoyment of any other resident or that damages any part of the Building.

4. **CHANGES TO UNIT:** Alterations or improvements to the Unit that in any way relate to the electrical, plumbing, heating, and air conditioning systems or relate to structural changes are not permitted without the written approval of the Association.

5. **OWNER'S CONTINUING RESPONSIBILITY** Owner understands and acknowledges that Lessor is responsible for any violations of the Governing Documents by the occupant(s), including the responsibility for fines, damages, and legal expenses.

6. **INTERPRETATION:** Nothing in this Acknowledgment shall be construed to limit or modify the Owner's or the Occupant's obligations under the Governing Documents. Nothing in this Acknowledgment shall relieve Owner 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 Owner.

7. **TOWNSHIP ORDINANCE(S):** Owner is responsible for obtaining a housing license from Upper Dublin Township and/or otherwise complying with the Township Code, Chapter 180, Property Maintenance.

Date: _____
Occupant

Date: _____
Owner

WOODSIDE VILLAGE COMMUNITY ASSOCIATION

TENANT INFORMATION SHEET

Date: _____

Please take the time to fill out this information sheet and mail or fax it back to the address/FAX listed below. It is necessary for us to maintain current information in the Management Office. Thank you.

Name of tenant _____

Address: _____

Occupant(s) _____

Phone numbers:

Home: _____

Cell#/Name: _____ Cell#/Name: _____

Vehicle information:

Car #1: Make/model/license plate _____

Car #2: Make/model/license plate _____

PLEASE RETURN TO: THE GALMAN GROUP, P.O. BOX 646
JENKINTOWN, PA. 19046, Attn: Condo Dept.
215-886-2000 * Fax: 267-620-1447
Email: dtoliver@galmangroup.com

~~~~~  
FOR OFFICE USE ONLY:

CURRENT LEASE:  RENTAL LICENSE:  INSPECTION:  FAMILY AFFIDAVIT:

# WOODSIDE VILLAGE COMMUNITY ASSOCIATION

## APPLICATION TO INSTALL OR REPLACE DECKS, FENCES, PATIOS, SHEDS & SIMILAR STRUCTURES

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

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

Mailing Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Description of Proposed Deck, Fence, Patio, Shed Or Similar Structure:

\_\_\_\_\_

\_\_\_\_\_

Survey by Professional Licensed Surveyor Enclosed \_\_\_\_\_ Yes \_\_\_\_\_ No

By submitting this application, Townhouse Owner (hereinafter "Owner") acknowledges and agrees to the following:

- Owner may not begin work until Owner receives written approval from the Association and fully executed Architectural Modification Release/Indemnity Agreement is received.
- Owner has read and understands the Association's Governing Documents.
- Owner is solely responsible for obtaining any applicable permits from Upper Dublin Township. In the event a permit is necessary, a copy must be provided to the Association as a condition of approval (if the application is approved).
- Decks, fences, patios, sheds or similar structures may not be installed or erected anywhere in the Community that interferes, or has the potential to interfere, with the drainage facilities in the Community.
- Decks, fences, patios, sheds or similar structures may only be installed, if approved, behind Building 100 on the Townhouse side of the swale and must allow for sufficient clearance away from the downspouts, underground pipes and storm vents.



- Owner must provide a drawing of the proposed structure, drawn to scale on a separate piece of paper, not less than 8 1/2" x 11" with all dimensions noted.
- If the proposed structure is in, near or around Building 100, the Owner must provide the Association with a survey, certified by a professional licensed surveyor, showing that the location of the proposed structure is on the Townhouse side of the storm water drainage swale, is not otherwise within the path of the swale, will allow for sufficient clearance away from the downspouts, underground pipes and storm vents, as well as its relationship to the drainage facilities in the Community. The Association reserves the right to require such a survey for any deck, fence, patio, shed or similar structure that it believes may interfere with the drainage facilities in the Community.
- In the event the application is approved, Owners must provide the Association with satisfactory evidence that such Owner maintains liability insurance for such deck, fence, patio and/or shed as a condition of approval.
- In the event the application is approved, Owner acknowledges, understands and agrees that we are solely responsible for restoration of all parts of the Common Elements that are disturbed or damages as a result of the installation of the deck, fence, patio and/or shed.
- In the event the application is approved, we understand and acknowledge that we are solely responsible for maintaining the deck, fence, patio and/or shed and keeping same in good condition and repair and restoring the area around such installation to its pre-existing condition at such time as the installation is removed.
- Owner hereby acknowledges and agrees that the Association reserves the right to inspect any deck, fence, patio or shed during or after installation to determine if it interferes, or has the potential to interfere, with the drainage in the Association and, if so, to require the installation be modified or removed in order to eliminate such interference.
- Owner hereby acknowledges and agrees that the Association reserves the right to perform any necessary repairs or restoration to any Common Elements that are or might be affected by the structure and, after such written notice, to assess the costs of such work to the Owner.
- Owner hereby acknowledges and agrees that the Association reserves the right to inspect any deck, fence, patio or shed in the Association to determine if it is being maintained in good condition and repair and to require Owner to make any necessary repairs or to make such repairs itself, after written notice, and assess the costs of such work to the Owner.

By signing below, I (we) hereby signify my (our) agreement to fully and completely abide by the foregoing terms and conditions in the event my (our) application is approved.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

\* \* \* \* \*

*For Association Use*

Approval is granted with the following conditions: \_\_\_\_\_

Request for approval is denied for the following reasons: \_\_\_\_\_

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

For the Association

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

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

\_\_\_\_\_

**Architectural Modification Release/Indemnity Agreement for  
Installation of Deck, Fence, Patio and/or Shed**

It is hereby understood and acknowledged that prior to commencement of the installation of the deck, fence, patio and/or shed, the following information/documentation must be provided to the Association:

- A **Certificate of Insurance** must be received (including General Liability, Vehicle and Workman's Compensation Insurance) from my licensed contractor and a copy of which must be forwarded to the Management Company.
- If applicable, a **Township Permit** may be necessary and a copy of which must be secured and forwarded to the Management Company after Association approval is granted, and prior to the commencement of the installation of the deck, fence, patio and/or shed.
- Satisfactory evidence that I (we) maintain **liability insurance** for such deck, fence, patio and/or shed must be provided and forwarded to the Management Company prior to installation.
- In the event I (we) wish to install a deck, fence, patio and/or shed in, near or around **Building 100**, I (we) must provide the Association with a **survey**, certified by a professional licensed surveyor, showing the location of the proposed structure and its relationship to the drainage facilities in the Association.

I (we) acknowledge and understand that decks, fences, patios and/or sheds may not be installed or erected anywhere that interferes, or has the potential to interfere, with the drainage facilities in the Association. It is also hereby understood that the Association reserves the right to inspect any deck, fence, patio or shed (or similar structure) that it believes may interfere with the drainage facilities in the Association. In the event the deck, fence, patio or shed is found to interfere or have the potential to interfere with the drainage in the Association, the Association has the right to require that the fence, shed, deck, or patio be modified, removed or other remedial efforts be taken in order to eliminate such interference.

In order to facilitate this architectural request, I (we) as the Townhouse Owner(s) do acknowledge and agree that member(s) of the Council or the Management Company shall have access to the outside of my property for purposes of inspecting and ensuring the architectural modification is being made in accordance with the plans and specifications provided in the Architectural Change Application.

Furthermore, I (we), on behalf of ourselves, our heirs, guardians, executors, administrators and assigns, hereby agree to indemnify, release, discharge and hold harmless Woodside Village Community Association, its members, agents, officers, directors, employees, insurers, agents, heirs and assigns, both known and unknown, whether named herein or not, of and from any and all claims, disputes, demands, damages, actions, causes of action, suits, or mechanics liens of any kind whatsoever, arising from the proposed installation or modification of a deck, fence, patio and/or shed. I (we) are solely responsible for any and all damage to the Common, Limited

Common Elements, other Townhouse Units or property of owners, residents, guests and visitors arising out of the architectural modification/alteration which may result from the approval of my (our) request, including, but not limited to, damage to the drainage facilities.

Moreover, we agree that we, on behalf of ourselves, our heirs, guardians, executors, administrators, assigns and successors, are solely responsible for the maintenance, repair and replacement (if necessary) of the deck, fence, patio and/or shed. Replacement is subject to prior submission to and written approval by the Board, approval of which is within the sole discretion of the Board. In the event the deck, fence, patio and/or shed is removed, we, on behalf of ourselves, our heirs, guardians, executors, administrators, assigns and successors, are solely responsible for restoration of the Common and/or Limited Common Elements upon removal of same.

Owner: \_\_\_\_\_  
(print)

Owner: \_\_\_\_\_  
(print)

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

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

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

**WOODSIDE VILLAGE COMMUNITY ASSOCIATION  
REQUEST TO EXAMINE RECORDS**

**I. INTRODUCTION AND BACKGROUND**

- In accordance with Article VIII, Section 4 of the Code of Regulations, Section 3316 of the Pennsylvania Uniform Condominium Act, and Section 5508 (b) of the Pennsylvania Nonprofit Corporation Law, any Townhouse Owner (or his/her authorized agent) within Woodside Village shall have the right to examine all financial and other Association records upon prior written notice and request, during normal business hours.

**II. RECORDS REQUEST POLICIES AND PROCEDURES**

- A written request(s) to examine records must be delivered to the Management Company by furnishing this fully completed Records Request Form via regular mail, facsimile or e-mail.
- Upon receipt of a request, the Management Company shall review the Request promptly to determine if the request is reasonable and pertains to the Property and, if so, shall notify the Townhouse Owner or his/her Authorized Agent(s) in writing within five (5) days of (a) the date and time at which Primary Records will be made available for inspection (in the event additional time is necessary for redaction or retrieving a significant number of documents), or (b) that the Request has been referred to the Board.
- The Board will review any referred requests at its next regularly scheduled meeting.
- Records that may be protected due to privacy considerations, confidentiality or privilege will be made available for examination (but not copied) only in extraordinary circumstances.
- During examination, the Owner may make copies or extracts of the records. Any ordinary and reasonable request to make copies will be at the expense of the Association. However, the expense associated with an extraordinary request for copies will be at the Member's own expense (at a cost of \$0.25 per page).
- Additional Rules and Regulations with respect to the request to examine records are applicable in accordance with Section 8 thereof.

**III. REQUESTOR INFORMATION**

**NAME OF REQUESTOR(S)**

**ADDRESS AND UNIT #**

**OFFSITE ADDRESS (if applicable)**

**TELEPHONE NUMBER:**

**E-MAIL ADDRESS:**

**IV. RECORDS TO BE EXAMINED AND PURPOSE OF REQUEST<sup>1</sup>**

**Owner hereby requests the following records be made available for examination:<sup>2</sup>**

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**Please explain how the request pertains to the property (i.e., the reason for the request):**

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By signing below, I agree that all of the above information is true and correct to the best of my knowledge. I further agree to abide by the provisions set forth in the Declaration, Code of Regulations and Rules and Regulations governing records requests, as may be amended by the Board from time to time.

Date of Submission:

\_\_\_\_\_  
Signature of Owner/Authorized Agent

Date of Submission:

\_\_\_\_\_  
Signature of Owner/Authorized Agent

<sup>1</sup> If more space is needed, please feel free to attach additional information on a separate page.

<sup>2</sup> Please be sure to include sufficient details in order to provide the Association with an opportunity to ensure access to records in a speedy manner, including the name of the document, date or range thereof, and other specific information you are seeking in order to help identify the records you wish to examine.

WOODSIDE VILLAGE COMMUNITY ASSOCIATION

OWNER INFORMATION SHEET

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

Please note that this form must be completed and returned to the management office within fifteen (15) days of receipt. This information will not be made available to the public. Please also include your email address as this may allow you to receive important information regarding the community more quickly. Thank you for your cooperation in this matter. Please return to The Galman Group via mail, fax or email.



P.O. Box 646, Jenkintown, PA 19046



dtoliver@galmangroup.com



267-620-1447

Name \_\_\_\_\_

Unit # \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Home #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email #1 \_\_\_\_\_

Email #2 \_\_\_\_\_

Work#/Name: \_\_\_\_\_

Work#/Name: \_\_\_\_\_

Cell#/Name: \_\_\_\_\_

Cell#/Name: \_\_\_\_\_

**Household/Resident information:**

Please list other residents

\_\_\_\_\_

Special instructions: \_\_\_\_\_

**Vehicle Information:**

| Make | Model | Color | License |
|------|-------|-------|---------|
|      |       |       |         |
|      |       |       |         |
|      |       |       |         |

**Emergency Contact (Name & phone number)**

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

**\*\*\*IF YOU ARE CURRENTLY RENTING YOUR UNIT, PLEASE COMPLETE THE INFORMATION BELOW AND SEND A COPY OF THE LEASE \*\*\***

Tenant's Name \_\_\_\_\_ Lease expiration: \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Email \_\_\_\_\_