

**Valley Court Condominium
Rules & Regulations
June 1999**

GENERAL:

1. Exterior window coverings such as shades, liners, draperies or blinds shall be white or off-white backed (showing to the outside).
2. No article may be hung from the balcony railings, except for American flags and Holiday decorations. Nothing can be thrown, shaken from balconies, doors or windows of any unit. Except for decorative floral/plant objects, nothing can be hung or placed on balcony walls.
3. Each resident shall maintain his/her balcony's cleanliness. Balconies may not be used as "storage" areas. Only furniture that is appropriate to a balcony is permitted.
4. Use of charcoal or gas grills, propane tank grills, barbecues, cookers or other equipment for food preparation is prohibited on balconies per fire regulations. Barbecue cooking is only permitted in the court yard area at least 18 feet from the building structure.
5. Any damage to the building or other common element, including moving damage, caused by the unit owner, tenant, a family member, guest or pet shall be the responsibility of the unit owner.
6. The common elements and courtyard are not to be used as a playground. The use of bicycles, big wheels, ball playing, sliding or sledding is specifically prohibited in the courtyard area.
7. All trash refuse from the units shall be placed in securely tied bags and deposited with care in the dumpster intended for such purposes. Trash may not be left in the hallways, laundry/storage rooms, outside stairs/landings or balconies. Kitty litter and other pet refuse must be put in a secured, tied plastic bag(s) or container(s). All boxes must be broken down before being placed in the dumpster. Owners are responsible for tenant compliance.
8. In accordance with City regulations, Valley Court residents are responsible for the recycling of colored/clear glass, metal food and beverage cans and plastic bottles. All items may be mixed together and placed in the designated co-mingled containers.
9. Carpets, padding, mattresses, refrigerators, air conditioners, furniture, TV's, appliance, and other large items cannot be left by or placed in the dumpsters for disposal. These and other items not normally removed by trash collectors must be disposed of by special pick-up. Arrangements can be made through the Management Office. If a charge is made, it will be the responsibility of the unit owner.
10. Toilets and other water apparatus (sinks, tubs, etc.) must be utilized only for the purpose for which they were intended. Sweepings, rubbish, tampons, dental floss,

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sanitary napkins, diapers, etc. must not be thrown into them. Grease may not be poured down the sink drains.

11. Each unit shall be entitled to a storage locker located in the laundry room. Items stored in these lockers shall be at the owner's risk. The storage of flammable material of any kind is strictly forbidden. Management will inspect the storage areas periodically to identify any objectionable or unsafe items.

ALTERATIONS OR ADDITIONS

12. No sign, notice or advertisement shall be inscribed or exposed on or any window, door or other part of any unit, nor shall anything be projected out of a window or from a balcony. Including "For Sale" or For Rent" signs, however, owners will be permitted to display "Open House" signs for the day of the open house only.

13. No radio or television aerial antenna, or satellite dish shall be attached or hung from the exterior of the building.

14. No air conditioning units may be placed in front windows. Air conditioning units may be placed in rear windows.

15. No unit owner or resident shall do any painting of the exterior of the building or to balconies, railing or other common elements without written approval from the Board.

16. A unit owner or resident wishing to make alterations to a unit must first submit plans and/or specifications for approval by the Executive Board. Contractors hired to perform such alteration (i.e., plumbing, electrical, etc.) must be licensed in Philadelphia, secure proper permits and submit a copy of permits to the Management Office prior to proceeding with the work, Contractors will provide Certificate of Insurance, naming Valley Court Condominium on the certificate. All such work must be performed according to all local and applicable codes.

The property manager must be notified in advance in the event plumbing/electrical/gas repairs must be performed. All such repairs/improvements must be performed by a currently licensed professional in that field.

Owners may add washers and dryers in their unit with written board approval. All installations must abide by all City of Philadelphia Codes. Dryers may not be vented through common walls or roofs, however, owners may use readily available self-contained venting systems.

17. Contractors must remove all debris from Valley Court. Contractors may not use Valley Court's dumpsters for any reason. Work hours shall be 8:00 AM to 8:00 PM Monday through Saturday. Contractors will provide Management with a Certificate of final inspection.

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PET RULES

18. Cats may be kept in any unit with written permission of the Executive Board. The Executive Board will not withhold their approval if the following conditions are complied with:

1. A maximum of one cat is permitted per unit.
2. The unit owner must post and maintain a \$50.00 pet deposit as security against damage that the cat(s) may cause to the common areas.
3. No cat will be permitted in the halls, basements, courtyard or any common area, except to enter or exit the unit. Animals entering or leaving the building must do so through the rear doors only.

The Executive Board will assess fines on unit owners if there are violations of the aforementioned regulations. The fines will be \$100 for the first occurrence and will double with each successive occurrence.

4. NO DOGS ARE PERMITTED TO RESIDE AT VALLEY COURT CONDOMINIUM.

Those units in which dogs resided as of July 31, 1992 have written permission to keep those dogs. Any resident without a written variance from the board is in violation of the rules. At such a time that the units in which dogs currently reside are sold or leased, then no further dogs will be permitted in those units. A pet variance previously issued by the board is not transferable to a new pet or owner.

Approved dog owners will post and maintain a \$150.00 deposit to cover damages, which may be caused by the animal.

SALE OR RENTAL OF UNITS

19. A unit owner may lease or sub-lease his unit (but not less than his entire unit) at any time provided that:

- a) No unit may be leased or sub-leased for transient purposes or for an initial term of less than one year.
- b) No unit may be leased or sub-leased without a written lease or sub-lease.
- c) The rights of any lessee or sub-lessee of the unit shall be bound by the covenants, conditions and restrictions set forth in the Declaration, by-laws and the Rules and Regulations. All valid leases must state the above. A copy of the current rules and regulations must be attached to each lease.

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d) A copy of such lease or sub-lease shall be furnished to the Executive Board within ten days after the execution thereof.

e) All valid leases must contain a completed Valley Court Condominium Addendum (Attached).

Violations of this rule shall result in the imposition of a fine of \$100/month for the duration of the violation.

20. Any unit owner who is renting their unit will place a security deposit of \$250.00 with the Association to cover any common area damages, fines or costs which may be caused by the owner's tenant (any such damage to be the Unit owner's sole responsibility).

21. Any unit owner who secures an agreement of sale on their unit must contact Manager for a 3407 certificate immediately upon their acceptance.

DELIVERIES AND MOVING

22. All residents are required to notify the Management Office of a move-in or a move-out in advance of the date. Moving in or out is not permitted before 8:00 AM or after 8:00 PM. No moving trucks or other vehicle are allowed on the lawns or walkways of the condominium.

BUILDING PARKING AND DRIVEWAYS

23. Walkways in front and at other entrances shall not be obstructed or used for purposes other than ingress and egress. This applies to inside of the buildings as well as outside. Further, those areas surrounding front and rear entrances are not play areas. There is no ball throwing and bike parking in this area.

24. Vehicles of owners, tenants, family members, visitors or employees shall be parked so that they do not impede ready access to another parking space, driveway, building entrance or access to Valley Avenue. No commercial vehicles are allowed to park in any space.

25. Parking spaces are for the sole use of a specified unit owner. They may not be used by other residents or guest without the express permission of the space owner. Violator's vehicle may be towed at vehicle owner's expense. Management should be made aware if a unit owner has a private agreement which another unit owner so as to prevent towing of the vehicle.

26. Vehicles must be parked with the front of the vehicle towards the building to prevent exhaust fumes entering the basement units. This rule is suspended when ice & snow would impede the ability of the driver to back out their vehicle safely.

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27. Parking lots shall not be used as storage areas for disabled cars or trucks or for trailers, boats, horse carriers or other un-motorized vehicles. Violator's vehicle will be towed at the vehicle owner's expense. No unit owner, family member, guest, tenant or employee of a unit owner shall park any motor vehicle not currently licensed and currently inspected by the Commonwealth of Pennsylvania or another state.

No such unlicensed or un-inspected vehicles shall be permitted on or operated on this property. These vehicles will henceforth be referred to as "abandoned vehicles". Abandoned vehicles will be removed at the owner's expense.

28. No unit owner, family member, guest, tenant or employee shall park a motor vehicle in any part of the common elements which posted "No Parking" or in a fire lane or loading zone, except for purposes of loading or unloading. Loading/unloading shall be limited to 15 minutes and motor vehicle's flashers should be flashing at all times.

FIRE & SECURITY

29. Nothing can be placed or left in hallways that will impede ingress or egress from any unit.

30. It is a Philadelphia, Fire Department violation for any unit owner or tenant to bring into the building(s) or balcony(is) flammable oils or liquids such as gasoline, kerosene, naphtha, benzene or any explosive object deemed hazardous to life and property. Furthermore, no turpentine, liquid petroleum, petroleum cleaning items, paint thinners, brake fluids, used paint brushes (in cans or aluminum wrap) or rags formerly soaked with flammable liquids may be stored for any length of time in a unit. Storage areas are absolutely off-limits for such items, even temporarily.

31. Front and rear entrance doors must be kept closed at all times. **DO NOT** hold entrance door open for strangers. If someone is visiting a resident, let the resident admit the guest by buzzing to release the lock on the security door. Any unit owner, family member, guest tenant or employee of a unit owner found disabling the door in any way(blocking the door with a mat, etc.) will be subject to fines.

ACCESS TO UNITS

32. All unit owners are requested to provide a working set of keys for their unit to management. Keys will be maintained in a secure, on-site location for emergency use only. Management will not provide "lockout" service at any time. If an Owner/Resident chooses not to leave keys, this will constitute an automatic release acknowledging that Management may have to "break-in" to enter that unit in case of an emergency, and that any expense incurred will be that resident's responsibility.

PUBLIC NUISANCE

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33. No unit owner or tenant shall cause or create any noise inside or outside their unit that will disturb or annoy the occupants of any other units, or do or permit any work to be done which will interfere with the rights, comfort or convenience of other residents.

ENFORCEMENT

1) The offending unit owner will be given prompt, written notification of any violation. Said notice will state the time period for compliance.

2) Continuance of the violation beyond the stated time for compliance may result in the imposition of fines as follows: first occurrence fines shall be \$25.00, second occurrence fines shall be \$50.00, third occurrence fines shall be \$75.00. said fines may be levied on a per diem basis so long as the violation exists.

Failure to pay fines when due may result in legal collection action by the association's attorney. Any and all legal costs incurred by the association in the enforcement of these rules will be the sole obligation of the unit owner in violation of the rules.

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**VALLEY COURT CONDOMINIUM ASSOCIATION
LEASE ADDENDUM
RULES AND REGULATIONS FOR TENANTS**

Addendum to Lease dated _____ between _____, Lessor(s) and
_____, Lessee(s) for Unit _____
Address _____

1. **CONDOMINIUM DOCUMENTS** - Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, Code of Regulations, and Rules and Regulations of Valley Court Condominium Association and any amendments thereto.

2. **NOTICE OF LEASE** - The Unit Owner or his/her agent shall deliver to the Association an executed copy of Lease and approved Addenda prior to date on which Lessee moves household goods or other personal property into the unit.

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

3. **USE** - No commercial business may be operated out of a Unit.

4. **DELEGATION OF LESSOR'S REMEDIES** - Lessor hereby delegates to the Association its power under this Lease, this Addendum and under law with respect to the remedies for breach so that the Association Council may exercise any of such remedies upon the failure of Lessee to abide by any of the terms and conditioned of this Lease, this Addendum, or of the Condominium Documents. The pursuit of any such remedies by the Lessor against the Lessee shall not preclude the Association from pursuing any such remedies against the Lessee.

5. **LESSOR RESPONSIBILITY** - No provision of this Addendum shall relieve the Lessor of any duties for which he/she is otherwise responsible, nor shall any provision contained herein impose any duty, responsibility or liability upon the Association that would otherwise be that of the Lessor.

6. **RULES AND REGULATIONS** - Lessee hereby acknowledges receipt of the Rules and Regulations of Valley Court Condominium Association dated MAY 1999

Date: _____ Lessee: _____

Lessee: _____

Date: _____ Lessor: _____

Lessor: _____

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**VALLEY COURT CONDOMINIUM ASSOCIATION
LEASE ADDENDUM
ASSIGNMENT OF RENTAL PAYMENTS**

This Lease Addendum, made this _____ day of _____, 19__ , among _____ Landlord / Owner and _____ Tenant(s) and Valley Court Condominium Association by its Agent for the leased premises located at Unit _____, 6901 Valley Avenue of the County of Philadelphia, Commonwealth of Pennsylvania.

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

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

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

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

| | | |
|-------------------------|-------------------------|---------------|
| _____ Tenant | _____ Tenant | _____ Date |
| _____ Landlord/Owner | _____ Landlord/Owner | _____ Date |

**Valley Court Condominium Association
c/o The Galman Group
PO Box 646
Jenkintown, PA 19046**

Tel: (215) 886-2000

E-mail: wreynolds@galmangroup.com

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Notice – Pet Rules Changes and Enforcement

February 21, 2003

Dear Valley Court Owner/Resident:

There has been a rule prohibiting the keeping of dogs at Valley Court since its inception unless written permission was obtained from the Executive Board. Such permission, when given, applied only to the specific animal described in the request. Previous boards tried to be accommodating but the situation has reached unacceptable proportions due to the number of pet owners who fail to clean up after their animals or leave animals unattended resulting in incessant barking.

The board has directed that the rules concerning all pets be strictly enforced. Accordingly any dog presently at Valley Court must be registered before March 31, 2003 and a pet deposit of \$50 must be on record. All dogs so registered will be permitted to remain on the premises during their lifetime, but may not be replaced (except dogs trained to assist the blind or otherwise physically handicapped). **Any dog not registered as of March 31, 2003 will be an illegal animal.** The board, by resolution enacted January 21, 2003, has provided that a fine of \$100 may be imposed monthly for any illegal dog being in the units or on the common areas of Valley Court Condominiums. Dogs, other than those trained to assist the blind or otherwise physically handicapped, may not be brought onto the grounds or into the units for visits.

Cats and other unconfined (cage, terrarium, etc.) pets are not permitted to be in the common areas of the property. That specifically means no cats in the hallways or basements or being allowed to roam the grounds. Violations of this rule will also be subject to a \$100 per month fine. In addition, any cats, dogs or other pets found unattended in the common areas or on the grounds will be reported to the Humane Society for pick-up.

Furthermore, no pet of any kind may be allowed to become a nuisance to other owners. This includes, but is not limited to, odors emanating from units or litter boxes being dumped on the grounds.

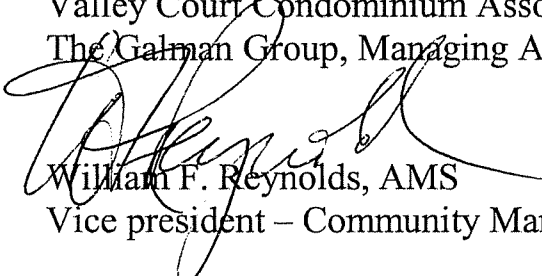
In addition to the above fines, any damage caused to common areas by pets or expenses incurred in order to clean up after them, will be charged back to the pet owners unit.

Unit owners are reminded that they are responsible for enforcing the rules with regard to their tenants. Any rules violations by tenants will result in fines being imposed on the unit owner in whose unit they reside.

Unit owners are also reminded that fines, under the Uniform Condominium Act, become liens against the unit and are enforceable as any other assessment. Fines which are not paid within thirty days of written notice of the imposition of the fine will be submitted to legal counsel for collection and the owner will become liable for attorneys fees and court costs under the Act.

Sincerely,

Valley Court Condominium Association
The Galman Group, Managing Agent



William F. Reynolds, AMS
Vice president – Community Management

cc: Valley Court Executive Board