

3407 RESALE CERTIFICATE

Please be advised that all information disclosed on this Resale Certificate is subject to change prior to the date of settlement. Updated final payoff paperwork will be automatically provided the week prior to settlement.

Please notify our office immediately of any change in settlement date.

This certificate and accompanying attachments have been prepared on **July 20, 2023** in accordance with the Pennsylvania Uniform Condominium Act, Act No. 1996-202, Section 3407, on behalf of:

The Estate of Sibylle Niemoeller,
owner(s) of unit **8-7 Aspen Way, Doylestown, PA 18901** in the
Chestnut Grove Condominium Association, hereinafter called the Association.

1. The Association: does not have the right of first refusal on sale of all units; does not provide for cumulative voting or class voting; and, is not part of a Master Association.

2. The common expense assessment for the subject unit for the current fiscal year (1/1-12/31) is **\$418.00 per month**. This amount is subject to change effective on the first day of the next fiscal year, which is 1/1/2024.
 - ❖ For a more detailed list of the services covered by this fee, please refer to the budget and budget analysis included in the enclosed financials.

As of the date indicated above:

3. There is **\$0.00** due and payable by the current unit owner.

4. The subject unit is responsible for the following fees in addition to the above common expense:

CAPITAL CONTRIBUTION / IMPROVEMENT FEE	\$1,000.00
OIL HEATING CHARGE (seasonal / Oct - May) N/A for "townhouse" style units	VARIES BASED ON USAGE AND CURRENT FUEL COST

5. The Association is unaware of any proposed capital expenditures other than normal repair/replacement of existing common elements.

6. The current amount in reserves for replacement of common elements is \$342,199.18.

7. No agreement to terminate the community has been submitted to unit owners for approval.

8. There are no units which may be owned in time-share estates.

9. There are no special declarant rights to cause a merger or consolidation of the community.

Seller Initials: _____
Seller Initials: _____

Buyer Initials: _____
Buyer Initials: _____

10. There is currently a property damage claim dispute filed against the Association:
 - See Schmidt vs. Chestnut Grove, et. al. CCP Philadelphia County 220602537
11. The Association carries general liability and property coverage in accordance with the Association documents. If you need to obtain a certificate of insurance, please contact the insurance agent directly:

**Philadelphia Insurance
Smith Agency**

**215-542-5959
info-smith@bbrown.com**

12. At this time, the Association is not aware of any violations of the Association documents incurred by this unit or of any violations to the limited common elements assigned to this unit. The Association did not inspect this unit prior to issuing the Resale Certificate.

If the Resale Department is notified of any violations between now and settlement, an addendum to this certificate will be sent. Buyer assumes responsibility of any violations and/or maintenance items not corrected prior to settlement unless an alternate arrangement has been made.

13. At this time, the Association is not aware of any violations of governmental requirements nor of the existence of any hazardous conditions with respect to this unit, or to the limited common elements assigned to this unit or any other portion of the association.
14. There are no leasehold estates affecting the Association.
15. The following documents are attached:
 - Copy of the most recent annual balance sheet and income & expense statement
 - Current operating budget of the Association
 - Statement of proposed capital expenditures for the current and next two fiscal years

2/11/82

Feb 3, 1982
Amendment
See Deed Book
2454 page 1115
Rec'd Feb 9, 1982

DECLARATION OF AMENDMENT OF
CONDOMINIUM DECLARATION FOR CHESTNUT GROVE

THIS DECLARATION, made this ^{21st} day of ^{April}, 1980, by H & L DEVELOPMENT CO., a Pennsylvania Corporation Richard H. Held, President and Andrew C. Wirth, Vice President (hereinafter "DECLARANT"):

WHEREAS, this Condominium Declaration and the Exhibits hereto, including the Code of Regulations and Exhibit "C" is a Declaration of Amendment, amending, superseding and replacing in its entirety the Condominium Declaration for Chestnut Grove as well as the Code of Regulations and other Exhibits attached thereto, which are recorded in the Office for the Recording of Deeds in and for Bucks County in Deed Book 2350, page 845 and hereby making such null, void and of no effect; and

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the Township of Doylestown, County of Bucks, Commonwealth of Pennsylvania, and more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof; and

WHEREAS, the Declarant is the owner of certain buildings and other improvements constructed upon the aforesaid premises, and shall be the owner of other certain buildings and improvements to be constructed upon the aforesaid premises pursuant to a certain land development plan recorded in the Office for the Recording of Deeds in Doylestown, Bucks County, Pennsylvania in Plan Book 137, page 8, which property constitutes a "condominium" pursuant to the "Unit Property Act", 68 P.S., Section 700.101 et seq., Chapter 18, 1963, July 3, P.L. 196, (hereinafter "Unit Property Act" or "the Act"), and it is the desire and intention of the Declarant to divide said property and the improvements thereon into condominium units and to sell and convey the same subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereinafter set forth, each of which is for the benefit of said property and the subsequent owners thereof; and

WHEREAS, prior to the recordation hereof, the Declarant has filed of record in the Office of the Recorder of Deeds for Bucks County, Pennsylvania, a certain Plan (hereinafter the "Declaration Plan"), which Declaration Plan, consisting of six sheets is recorded in Plan Book 192, page 42; and remains unchanged; and

WHEREAS, the Declarant desires and intends by the recordation of the Declaration Plan and this Declaration, to submit the property described on "Exhibit A", attached hereto, together with the improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, to the provisions of the Unit Property Act.

NOW, THEREFORE, the Declarant hereby declares that all of the property described on "Exhibit A" attached hereto, together with all improvements heretofore or hereafter constructed thereon, and all appurtenances thereto, shall be held, conveyed, divided, leased, rented and occupied, improved, hypothecated and/or encumbered subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens (hereinafter "covenants and restrictions") hereinafter set forth, including the provisions of the Code of Regulations of the Unit Owners of the condominium, attached hereto as "Exhibit B" and by this reference incorporated herein, all of which are declared

MO-638-839-070

19-11-71 #03

192-80-61 #08

710P 22, 812 00

1985

19-11-71 #03

107 41-54-832

SA 1385

D2380- 424

45P in B. 4. 20

and agreed to be in aid of a plan for improvement of said property, and the division thereof into condominium units and common elements, and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in said property and improvements, including without limitation, any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation.

ARTICLE I

Section 1. Definitions. Unless the context shall plainly require otherwise, the following words, when used in this Declaration and any and all exhibits hereto, shall have the following meanings:

(a) "The Act" or "The Unit Property Act" means the "Unit Property Act", 68 P.S., Section 700.101 et seq., Chapter 18, 1963, July 3, P.L. 196, and shall include any revisions thereof and amendments and supplements thereto which are enacted subsequent to the date of this Declaration and not inconsistent with the provisions hereof.

(b) "Condominium" or "the condominium project" means the property subject to this Declaration.

(c) "Unit" or "condominium unit" means a three dimensional area, as hereinafter and on the Declaration Plan described and identified, and shall include all improvements contained within that area except those excluded in this Declaration.

(d) "Common elements" means both general common elements and limited common elements, as hereinafter and on the Declaration Plan described and identified, and shall include all of the condominium except the condominium units.

(e) "Unit Owner" or "owner" means any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds legal title to a unit within the condominium; provided, however, that any person, group of persons, corporation, partnership, trust, or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a unit owner by reason only of such interest.

(f) "Council of Unit Owners" means a board of natural individuals charged with the responsibility of managing the offices of the condominium.

(g) "Common expenses and common profits" means the expenses and profits of the Unit Owners.

(h) "Mortgagee" means the holder of any recorded mortgage, to include the wholly owned subsidiary or subsidiaries thereof, all as more fully defined in Article II, Section 2 of the Code of Regulations.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Code of Regulations of the Unit Owners or the Unit Property Act.

Section 3. Name. The name by which the condominium is to be identified is as follows: CHESTNUT GROVE CONDOMINIUM

ARTICLE II

Section 1. Property Subject to Declaration. The property which is, and shall be held, conveyed, divided or subdivided, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration and the provisions of the Unit Property Act is located in the Township of Doylestown, County of Bucks, Commonwealth of Pennsylvania, and is more particularly described on "Exhibit A" attached hereto and by this reference made a part hereof.

Section 2. Declaration Plan. The Declaration Plan is incorporated herein and by this reference made a part of this Declaration.

ARTICLE III

Section 1. The Condominium Units. The general description and number of each condominium unit in the condominium, including its perimeters, approximate dimensions, floor area, identifying number or letter, location and such other data as may be sufficient to identify it with reasonable certainty, is set forth on the Declaration Plan.

The lower boundary of any condominium unit in the project is a horizontal plane (or planes), the elevation of which coincides with the elevation of the underside of the structural subfloor thereof, extended to intersect the lateral or perimetrical boundaries of such condominium unit.

The upper boundary of any such condominium unit in the project is a horizontal plane (or planes), the elevation of which coincides with the elevation of the interior roof surface thereof (to exclude the roof and roofing material upon such condominium unit, but to include the attic area), extended to intersect the lateral or perimetrical boundaries of such condominium unit.

The lateral or perimetrical boundaries of any such condominium unit in the project are vertical planes which coincide with the interior surfaces of the exterior perimeter walls (to include the drywall and plaster surfaces thereof, and windows and doors), extended to intersect the upper and lower boundaries of such condominium unit and to intersect the other lateral or perimetrical boundaries thereof.

Equipment and appurtenances located within any unit and designed to serve only that unit, such as furnaces, air-conditioning equipment, mechanical equipment, appliances, range hoods, non-bearing partition walls, flooring material, outlets, electrical receptacles and outlets, fixtures, cabinets and the like, shall be considered a part of the condominium unit and not a part of the common elements.

The condominium unit shall include as well, where same exist or are provided by Declarant, patios and balconies, including all portions of construction of same, including without limitation floor, railing or boundary wall, exclusive of bearing walls as are otherwise herein or upon the Declaration Plan made part of the common elements.

The unit shall also include, where relevant to individual units, stairwells, the lower boundary, upper boundary and lateral or perimetrical boundaries of which shall be as defined herein above in this Article III, Section 1.

The condominium unit shall also include, for those units where relevant, the garage, with the lower boundary, upper boundary and lateral or perimetrical boundaries of same to be defined as set forth herein above in this Article III, Section 1.

Section 2. Easements. Each condominium unit shall be subject to an easement to the owners of all of the other condominium units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables, wires and wire outlets, utility lines and the like, and any other common elements located within or accessible only from any particular condominium unit and for support.

ARTICLE IV

Section 1. Common Elements. The common elements are the real property described on "Exhibit A" and all of the condominium except the condominium units, to include:

- (i) the yards, parking areas, driveways and recreational facilities;
- (ii) portions of the land and building used exclusively for the management, operation or maintenance of the common elements;
- (iii) installations of all central services and utilities;
- (iv) all apparatus and installations existing for common use;
- (v) all other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use.

Section 2. Covenant Against Partition. The common elements shall remain undivided. No owner of any condominium unit or other person shall bring any action for partition or division thereof except as may be provided for in the Unit Property Act.

Section 3. Easements. The common elements of the condominium shall be subject to mutual rights of support, access, use and enjoyment by all of the Unit Owners.

ARTICLE V

Section 1. The Condominium Unit. Each condominium unit in the condominium shall have all of the incidents of real property.

Section 2. Undivided Percentage Interests in Common Elements. Each Unit Owner shall own an undivided percentage interest in the common elements of the condominium equal to that set forth on "Exhibit C" attached hereto and by this and other reference made a part hereof. The undivided percentage interests in the common elements set forth on "Exhibit C"

shall have a permanent character and, except as specifically provided in the Unit Property Act, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the condominium units. The undivided percentage interests in the common elements set forth on "Exhibit C" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the individual percentage interest in the common elements appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 3. Percentage Interests in Common Expenses and Common Profits. Each Unit Owner shall have a percentage interest in the common expenses and common profits of the condominium equal to that set forth on "Exhibit C" attached hereto and by this and other references made a part hereof. The percentage interests in the common expenses and common profits set forth on "Exhibit C" shall have a permanent character and, except as specifically provided in the Unit Property Act, may not be changed without the written consent of all of the Unit Owners and the holders of all mortgages on the condominium units. The percentage interests in the common expenses and common profits set forth on "Exhibit C" may not be separated from the condominium unit to which they appertain. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a condominium unit also shall affect, in like manner, the percentage interests in the common expenses and common profits appertaining to such unit, whether or not such percentage interest is expressly described or mentioned.

Section 4. Value. The "value" herein established for any condominium unit shall not fix the market value of the condominium unit and shall not prevent the owner of any condominium unit, including the Declarant, from establishing a different circumstantial value for such condominium unit.

Section 5. Voting Rights. At any meeting of the Unit Owners each Unit Owner shall be entitled to cast, on each question, one vote for each unit owned.

ARTICLE VI

Section 1. Encroachments. In the event any portion of the common elements encroaches upon any condominium unit, or in the event any condominium unit encroaches upon any other condominium unit or any common element, as a result of settlement, shifting, or the duly authorized construction or repair of any building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

In the event any portion of the condominium is partially or totally damaged or destroyed by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed as authorized in the Code of Regulations of the Unit Owners and the Unit Property Act, encroachments of any portion of the common elements upon any condominium unit or of any condominium unit upon any other condominium unit or any portion of the elements due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance of the same shall exist so long as the building stands.

For all purposes incident to the interpretation of deeds, the Declaration Plan and all other instruments of title relating to any condominium unit in the condominium project, the existing physical boundaries of any condominium unit constructed or reconstructed in substantial conformity with the Declaration Plan shall be conclusively presumed to be its boundaries, regardless of the shifting, settling or lateral movement of any building and regardless of minor variations between the physical boundaries shown on the Declaration Plan and those of any condominium unit.

Section 2. Easement to Declarant. There is hereby reserved to the Declarant and its agents a non-exclusive easement over all of the common elements of the condominium for purposes of access, the storage of building supplies and materials and equipment and, without limitation, for any and all purposes reasonably related to the completion of the rehabilitation and repair of the condominium and the sale of units therein, for a period of sixty months.

ARTICLE VII

Section 1. Uses and Restrictions. Each unit in the condominium is intended for residential use. Restrictions upon the use of the units are set forth in the Code of Regulations which is attached hereto, marked as "Exhibit B" and by this reference made a part hereof.

ARTICLE VIII

Section 1. Amendment. Except as otherwise provided in the Unit Property Act, this Declaration may be amended only with the written consent of all of the Unit Owners and the holders of all mortgages on the condominium units in the condominium. Any such amendment shall be effective only upon the recordation of a Declaration of Amendment filed with the Recorder of Deeds for Bucks County, Pennsylvania.

Section 2. Termination and Waiver. The condominium regime established by the recordation of this Declaration and the Declaration Plan may be terminated by Deed of Revocation executed by all of the Unit Owners and, in a manner to indicate their consent to such revocation, by the holders of all mortgages on the condominium units in the condominium, all in the manner provided in Section 700.601 of the Unit Property Act. Any such revocation shall be effective only upon the recordation of a Deed of Revocation filed with the Recorder of Deeds for Bucks County, Pennsylvania.

ARTICLE IX

Section 1. Special Declarations. Any term, covenant, condition, restriction, or requirement of this Declaration or of the Code of Regulations of the Council of Unit Owners to the contrary notwithstanding, it is hereby expressly declared as follows:

(a) A first mortgagee of a unit in the condominium at his request is entitled to written notification from the Council of Unit Owners of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

(b) Any first mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal" at any time adopted by the Council of Unit Owners.

(c) Any first mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata reallocation of such assessments or charges to all units including mortgaged unit).

(d) Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned) of condominium units have given their prior written approval, the Council of Unit Owners shall be entitled to:

(1) By act or omission seek to abandon or terminate the condominium regime;

(2) Change the pro rata interest or obligations of any condominium unit for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the condominium project in undivided pro rata interest ("common elements"), except as such changes are required or permitted in order to accomplish the expansion of the condominium regime;

(3) Partition or subdivide any condominium unit, except as such subdivision is permitted by the condominium act;

(4) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause;

(5) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by the condominium act in case of substantial loss to the units and/or common elements of the condominium project.

(e) First mortgagees shall have the right to examine the books and records of the Council of Unit Owners upon reasonable notice during normal business hours.

(f) All taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Pennsylvania shall relate only to the individual condominium units and not to the condominium project as a whole.

(g) No Unit Owner or any other party shall have priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the event of a distribution to condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(h) The Council of Unit Owners shall give notice in writing to all mortgagees of condominium units, or their agents, of any loss to or taking of, the common elements of the condominium if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00).

ARTICLE X

Section 1. Construction and Enforcement. The provisions hereof shall be liberally construed to facilitate the purpose of creating a uniform plan for the creation and operation of a condominium. Enforcement of these covenants and restrictions and of the Code of Regulations attached hereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any condominium unit to enforce any lien; and the failure or forbearance by the Unit Owners or the owner of any condominium unit to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provisions hereof, each of which shall remain in full force and effect.

Section 3. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

CONSENT OF MORTGAGEE

TREVOSE FEDERAL SAVINGS
AND LOAN ASSOCIATION

, Mortgagee of the property described in the within Declaration, does hereby consent to and attorn the lien of its mortgage to the Declaration, to the end that the lien of its mortgage shall be, after the recordation of this Declaration, a lien upon each and every of the several condominium units created by such recording, and upon the ap-
partenant percentage of interest in the common elements comprising a part of each unit.

TREVOSE FEDERAL SAVINGS
AND LOAN ASSOCIATION has caused
its Vice President, John E. Allen, Jr., to execute and
acknowledge this Consent on its behalf.

BY: John E. Allen, Jr.
Vice President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Bucks : SS.

I HEREBY CERTIFY that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared John E. Allen, Jr. personally well known to me, and acknowledged that he is a duly authorized officer of Trevoce Federal Savings & Loan Association and that he has executed, on behalf of such, the foregoing Consent for the purposes therein stated.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal this 25th day of April, 1980.

Mary Ann Lindner
NOTARY PUBLIC

My Commission Expires:
MARY ANN LINDNER, Notary Public
Fazterville, Bucks County, Pa.
My Commission Expires January 28, 1982

Lawyers Title Insurance Corporation

Home Office - Richmond, Virginia

Attached to and forming a part of Title Report No. 198,860 Pa.
Issued by Title Abstract Company of Pennsylvania

ALL THAT CERTAIN tract or parcel of land with the buildings and improvements to be erected thereon, SITUATE in the Township of Doylestown, County of Bucks and State of Pennsylvania, bounded and described according to a development plan made of "Chestnut Grove", made for Casida Associates, a Limited Partnership, by Urwiler and Alter, Inc., Registered Professional Engineers, Summertown, Pennsylvania, dated January 21st, 1975, last revised November 5th, 1975, which said plan is duly recorded at Doylestown in the Office for the Recording of Deeds, etc., in and for said County in Plan Book No. 157, page 8, as follows:

BEGINNING at a point in the present center line of Lower State Road (D. R. 09041) (Thirty-three feet wide, intended to be widened), at a corner of land now or late of Ernest Goetzberger; thence extending from said beginning point along the present center line of Lower State Road North Forty degrees, zero minutes East, crossing and recrossing a sewer line in the bed of said Road, Six hundred twenty-six and seventy-seven One-hundredths feet to a point, a corner of land now or late of Grace Chandler; thence leaving Lower State Road and passing along the last-mentioned lands and lands now or late of Anthony J. Yodis, Harry C. Gunagan and Michael A. Rufe, South Fifty degrees, two minutes, sixteen seconds East, passing over several monuments and pins set on line and crossing the termini of Long Lane, Oakland Avenue and Chestnut Lane, Nine hundred nineteen and twenty-seven One-hundredths feet to an iron pin set in line of lands of North Pennsylvania Railroad; thence extending along the last-mentioned lands South Fifty-five degrees, seventeen minutes, forty-four seconds West Eight hundred thirty-nine and five One-hundredths feet to an iron pin set at a corner of lands now or late of Ernest Goetzberger, aforesaid; thence extending along the last-mentioned lands North Thirty-five degrees, twenty-three minutes, sixteen seconds East, passing over an iron pin set on line, Seven hundred twenty-one and twenty-six One-hundredths feet to the first mentioned point and place of beginning. CONTAINING Thirteen and five hundred sixty One-thousandths acres of land, be the same more or less, as shown on said Plan.

BEING the same premises which Victor A. Sharrett and the Continental Bank, Guardians of the Estate of Margaret A. Sharrett, an incompetent, by Indenture bearing date the 4th day of October, A. D. 1972, and recorded the 6th day of October, A. D. 1972, in the Office for the Recording of Deeds, etc., in and for said County of Bucks at Doylestown, Pennsylvania, in Deed Book 2054, page 1085, etc., granted and conveyed unto Casida Associates, a Pennsylvania Limited Partnership, in fee.

Exhibit A

D2380- 434

Foot-Copy

CODE OF REGULATIONS

FOR

CHESTNUT GROVE CONDOMINIUM

ARTICLE I

NAME AND LOCATION

Section 1. Council of Unit Owners -- Name and Location. The name of the Council of Unit Owners is as follows: CHESTNUT GROVE CONDOMINIUM.

Its principal office and mailing address is as follows:
412 West Butler Avenue, Chalfont, Pennsylvania 18914.

ARTICLE II

DEFINITIONS

Section 1. Declaration. "Declaration", as used herein, means that certain Declaration made the 29th day of August, 1967, by the Declarant therein identified, pursuant to the Unit Property Act, 68 P.S., Section 700.101, et seq., Chapter 18, 1963, July 3, P.L. 196 (hereinafter called the "Act") by which certain described premises (including land) are submitted to a condominium property regime and which Declaration, to which this Code of Regulations is appended as "Exhibit B" along with a Declaration Plan, are recorded among the land records for Bucks County, Pennsylvania.

Section 2. Mortgagee. "Mortgagee", as used herein, means the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the condominium units in the condominium. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages. As used in this Code of Regulations, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Code of Regulations, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government.

Section 3. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended, all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in the Act.

D2380- 435

EXHIBIT "B"

ARTICLE III

UNIT OWNERS

Section 1. Unit Owners. Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds fee simple title within the condominium shall be a Unit Owner, provided, however, that any person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Unit Owner by reason only of such interest.

ARTICLE IV

MEETINGS OF UNIT OWNERS

Section 1. Place of Meeting. Meetings of the Unit Owners shall be held at the principal office of the Council of Unit Owners or at such other suitable place within the Commonwealth of Pennsylvania reasonably convenient to the Unit Owners as may from time to time be designated by the Council of Unit Owners.

Section 2. Annual Meetings. The first annual meeting of the Unit Owners shall be held at such time as the Council of Unit Owners shall determine but, in any event, within one hundred twenty (120) days after eighty percent (80%) of the condominium units in the project have been sold and title to the same has been conveyed by the Declarant or within one (1) year following the recordation of the Declaration, whichever shall first occur. Thereafter, the annual meetings of the Unit Owners shall be held on the first of May of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners a Council of Unit Owners in accordance with the requirements of Article V hereof.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by resolution of the Council of Unit Owners or upon a petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Unit Owners having been presented to the Secretary; provided, however, that, except upon resolution of the Council of Unit Owners, no special meeting of the Unit Owners shall be called prior to the first annual meeting of Unit Owners as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as specifically stated in the notice.

Section 4. Roster of Unit Owners. The Council of Unit Owners shall maintain a current roster of the names and addresses of each Unit Owner to which written notice of annual meetings or special meetings of the Unit Owners shall be delivered or mailed. Each Unit Owner shall furnish the Council of Unit Owners with his name and current mailing address.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail or otherwise deliver a notice of each annual and special meeting of the Unit Owners stating the purpose thereof as well as the time and place where it is to be held to each Unit Owner at his address as it appears on the roster of Unit Owners

maintained by the Council of Unit Owners, or if no such address appears, at his last known place of address or at his condominium unit at least fifteen (15), but not more than ninety (90) days prior to such meeting. Notice by either such method shall be considered as notice served and proof of such notice shall be made by the affidavit of the person giving such notice. Attendance by a Unit Owner at any annual or special meeting shall be a waiver of notice by him of the time, place and purpose thereof. Notice of any annual or special meeting of the Unit Owners may also be waived by any Unit Owner either prior to, at, or after any such meeting.

Section 6. Quorum. The presence, either in person or by proxy, of Unit Owners representing at least 50% of the total votes of the Unit Owners shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of Unit Owners.

Section 7. Adjourned Meetings. If any meeting of Unit Owners cannot be organized because a quorum has not attended, the Unit Owners who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called for the purpose of obtaining a quorum necessary for the conduct of business in accordance with all other provisions of this Code of Regulations.

Section 8. Voting. At every meeting of the Unit Owners, each of the Unit Owners shall have the right to cast one vote. The votes of the Unit Owners representing fifty-one percent (51%) of the votes of the Unit Owners present and voting, in person or by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provision of the Act, or the Declaration or of this Code of Regulations, a different vote is required, in which case such express provision shall govern and control. The vote for any condominium unit which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such condominium unit is noted at such meeting. In the event all of the co-owners of such condominium unit who are present at any meeting of the Unit Owners are unable to agree on the manner in which the vote for such condominium unit shall be cast on any particular question, then such vote shall not be counted for purposes of deciding the question. In the event any condominium unit is owned by a corporation, then the vote appurtenant to such condominium unit shall be cast by a person designated in a certificate signed by the president or any vice president and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the Council of Unit Owners at or prior to the meeting. Any such certificate shall remain valid until revoked or superseded in writing. The vote appurtenant to any condominium unit which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and unless any objection or protest by any other trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Unit Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Council of Unit Owners who is shown on the books or management accounts of the roster of Unit Owners to be more than thirty (30) days delinquent in any payment due the Council of Unit Owners.

Section 9. Proxies. A Unit Owner may appoint any other Unit Owner, his tenant, mortgagee or the Declarant or the management agent as his proxy. In no case may any Unit Owner (except the Declarant, the management agent or any mortgagee) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Council of Unit Owners at or before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the Unit Owner; provided, however, that no-proxy is effective for a period in excess of one hundred eighty (180) days unless granted to a mortgagee or lessee of the condominium unit to which the votes are appurtenant.

Section 10. Rights of Mortgagees. The Secretary of the Council of Unit Owners shall maintain a roster of all institutional mortgagees and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Unit Owners to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are provided in this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Unit Owners and such representative may participate in the discussion at any such meeting and may, upon his request made to the President in advance of the meeting, address the Unit Owners present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Unit Owners upon request made in writing to the Secretary. There shall be no duty to provide any such notice of either annual or special meeting of the Unit Owners to any institutional mortgagee, however, who has not furnished the Council of Unit Owners with the name and current mailing address for said institutional mortgagee prior to the deadline for provision of notice of meetings as set forth in Section 5 hereinabove.

Section 11. Order of Business. The order of business at all annual meetings of the Unit Owners shall be as follows:

- (a) Roll call and certification of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meetings if any.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Election or appointment of inspectors of election.
- (g) Election of Council members.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 12. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Unit Owners shall be determined by the President of such meeting.

ARTICLE V

CHESTNUT GROVE CONDOMINIUM

CONDOMINIUM COUNCIL

Section 1. Number and Qualification. The affairs of the Chestnut Grove Condominium shall be governed by a Council of Unit Owners (hereinafter called "Council") composed of an uneven number of at least three (3) natural persons and not more than five (5) natural persons. Prior to the first annual meeting of Unit Owners, the number of Council members shall be determined, from time to time, by a vote of the initial Council members hereinafter named. Thereafter, the number of Council members shall be determined by a vote of the Unit Owners at the first annual meeting of Unit Owners and the number of Council members may be changed by a vote of the Unit Owners at any subsequent annual or special meeting of the Unit Owners; provided, however, that (a) the limitations of this Section shall continue to apply; and (b) no such change shall operate to curtail or extend the term of any incumbent Council member.

Section 2. Initial Council Members. The initial Council members shall be selected by the Declarant and need not be Unit Owners. The names of the Council members who shall act as such from the date upon which the Declaration is recorded among the land records for Bucks County, Pennsylvania, until the first annual meeting of the Unit Owners are:

1. Richard W. Held
2. Andrew Wirth
3. Janet Pool

Section 3. Powers and Duties. The Council of Unit Owners shall have all the powers and duties necessary for the administration of the affairs of Chestnut Grove Condominium and may do all such acts and things as are not by law or by this Code of Regulations directed to be exercised and done by the Unit Owners. The powers and duties of the Council of Unit Owners include, but are not limited to, the following:

To provide for the:

(a) Care, upkeep and surveillance of the condominium and its general and limited common elements and services in a manner consistent with law and the provisions of this Code of Regulations and the Declaration; and

(b) Establishment, collection, use and expenditure of assessments and carrying charges from the Unit Owners and for the assessment, the filing and enforcement of Statement of Condominium Liens therefor in a manner consistent with law and the provisions of this Code of Regulations and the Declaration; and

(c) Designation, hiring and dismissal of the personnel necessary for the good working order of the condominium and for the proper care of the common elements and the provision of services for the project in a manner consistent with law and the provisions of this Code of Regulations and the Declaration; and

(d) Promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of

the condominium and the use of the general and limited common elements and as are designated to prevent unreasonable interference with the use and occupancy of the condominium and of the general and limited common elements by the Unit Owners and others, all of which shall be consistent with law and the provisions of this Code of Regulations and the Declaration; and

(e) Authorization, in their discretion, of the payment of patronage refunds from residual receipts or common profits when and as reflected in the annual report; and

(f) To enter into agreements whereby Chestnut Grove Condominium acquires leaseholds, memberships and other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the Unit Owners and to declare expenses incurred in connection therewith to be common expenses of Chestnut Grove Condominium ; and

(g) To purchase insurance upon the condominium in the manner provided for in this Code; and

(h) To repair, restore or reconstruct all or any part of the condominium after any casualty loss in a manner consistent with law and the provisions of this Code of Regulations and to otherwise improve the condominium; and

(i) To lease, grant licenses, easements, rights-of-way and other rights of use in all or any part of the common elements of the condominium; and

(j) To purchase condominium units in the condominium and to lease, mortgage or convey the same, subject to the provisions of this Code of Regulations and the Declaration; and

(k) To appoint the members of the Architectural and Environmental Control Committee provided for in Article X of this Code of Regulations and to appoint the members of such other committees as the Council may from time to time designate.

Section 4. Management Agent. The Council of Unit Owners may employ for Chestnut Grove Condominium a management agent or manager (the "Management Agent") at a rate of compensation established by the Council to perform such duties and services as the Council shall from time to time authorize in writing. The Council of Unit Owners shall not undertake "self-management" or otherwise fail to employ a professional management agent or manager without the prior written approval of all of the institutional holders of all first mortgages on the condominium units in the condominium. Any management agreement entered into by the Council of Unit Owners shall provide, inter alia, that such agreement may be terminated for cause upon thirty (30) days' written notice thereof. The term of any such management agreement shall not exceed one (1) year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

Section 5. Election and Term of Office. The term of the Council members named herein shall expire when their successors have been elected at the first annual meeting of Unit Owners and are duly qualified. The election of Council members shall be by ballot unless balloting is dispensed with by the unanimous consent of the Unit Owners present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of Unit Owners, the term of office of the Council member receiving

the greatest number of votes shall be fixed for three (3) years. The term of office of the Council member receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Council members shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Council member, his successor shall be elected to serve a term of three (3) years. In the alternative, the membership may by resolution duly made and adopted at the first annual meeting of members, or at any subsequent annual meeting, resolve to fix the term for each Council member elected at any such meeting at one (1) year. Council members shall hold office until their successors have been elected and hold their first regular meeting.—

Section 6. Vacancies. Vacancies in the Council of Unit Owners caused by any reason other than the removal of a Council member by a vote of the membership shall be filled by vote of the majority of the remaining Council members even though they may constitute less than a quorum; and each person so elected shall be a Council member until a successor is elected by the Unit Owners at the next annual meeting to serve out the unexpired portion of the term.

Section 7. Removal of Council Members. At an annual meeting of Unit Owners, or at any special meeting duly called for such purpose (but only at or after the first annual meeting of Unit Owners as hereinabove provided for), any Council member may be removed with or without cause by the affirmative vote of the majority of the votes of the Unit Owners present and voting, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created. Any Council member whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. The term of any Council member who becomes more than sixty (60) days delinquent in payment of any assessments or carrying charges due Chestnut Grove Condominium may be terminated by resolution of the remaining Council members and the remaining Council members shall appoint his successor as provided in this Article.

Section 8. Compensation. No compensation shall be paid to Council members for their services as Council members. After the first annual meeting of the Unit Owners, no remuneration shall be paid to any Council member who is also a Unit Owner for services performed by him for Chestnut Grove Condominium in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Council of Unit Owners before such services are undertaken. Council members may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Council members.

Section 9. Organization Meeting. The first meeting of a newly elected Council of Unit Owners shall be held within ten (10) days of election at such place as shall be fixed by the Council members at the meeting at which such Council members were elected, and no notice shall be necessary to the newly elected Council members in order legally to constitute such meeting, provided a majority of the whole Council of Unit Owners shall be present at such first meeting.

Section 10. Regular Meetings. Regular meetings of the Council may be held at such time and place as shall be determined, from time to time, by a majority of the Council members, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Council shall be given to each

Council member, personally or by mail, telephone or telegraph, at least six (6) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Council may be called by the President on three (3) days' notice to each Council member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Council of Unit Owners shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Council members.

Section 12. Waiver of Notice. Before, at, or after any meeting of the Council, any Council member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Council member at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof. If all the Council members are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Council, a majority of the Council members shall constitute a quorum for the transaction of business, and the acts of the majority of the Council members present at any meeting at which a quorum is present shall be the acts of the Council. If, at any meeting of the Council members, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action by the Council required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Council shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Council.

Section 15. Fidelity Bonds. The Council shall require that all officers, members and employees of Chestnut Grove Condominium regularly handling or otherwise responsible for the funds of Chestnut Grove Condominium shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article XI hereof. The premiums on such bonds or insurance shall be paid by the Unit Owners.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of Chestnut Grove Condominium shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Council of Unit Owners. Prior to the first annual meeting of Unit Owners, the officers of Chestnut Grove Condominium need not be Unit Owners. Thereafter, except for the President, the officers of Chestnut Grove Condominium need not be Unit Owners. The Council members may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of Chestnut Grove Condominium shall be elected annually by the Council at the organization meeting of each new Council and shall hold office at the pleasure of the Council.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Council, any officer may be removed either with or without cause, and his successor elected at any meeting of the Council, or at any special meeting of the Council called for such purpose.

Section 4. President. The President shall be the chief executive officer of Chestnut Grove Condominium. He shall preside at all meetings of the Unit Owners and of the Council. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation including, but not limited to, the power to appoint such committees from among the Unit Owners from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of Chestnut Grove Condominium. The President shall count the votes at all meetings of the Unit Owners.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Council shall appoint some other member of the Council to do so on an interim basis. The Vice President shall also assist the President generally and shall perform such other duties as shall from time to time be delegated to him by the Council members.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council and the minutes of all meetings of the Unit Owners for the recording of the resolutions of the Council of Unit Owners. The Secretary shall give notice of all annual and special meetings of the Unit Owners in conformity with the requirements of this Code of Regulations. The Secretary shall have custody of the seal of the Council of Unit Owners, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Council may direct and he shall, in general, perform all of the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for funds and securities of Chestnut Grove Condominium and shall be responsible for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to Chestnut Grove Condominium. He shall be responsible for causing the deposit of all monies and other valuable effects in the name, and to the credit, of Chestnut Grove Condominium in such depositories as may from time to time be designated by the Council.

Section 8. Compensation. No compensation shall be paid to officers for their services as officers of Chestnut Grove Condominium. After the first annual meeting of the Unit Owners, no remuneration shall be paid to any officer who is also a Unit Owner for services performed by him for Chestnut Grove Condominium in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Council before such services are undertaken. Officers may be reimbursed for their actual out-of-

pocket expenses necessarily incurred in connection with their services as officers.

ARTICLE VII

LIABILITY AND INDEMNIFICATION OF OFFICERS AND COUNCIL MEMBERS

Section 1. Liability and Indemnification of Officers and Council Members. The Unit Owners shall indemnify every officer and member of Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Council member in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Council of Unit Owners) to which he may be made a party by reason of being or having been an officer or member of the Council, whether or not such person is an officer or member of the Council at the time such expenses are incurred. The officers and members of the Council shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and members of the Council shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of Chestnut Grove Condominium (except to the extent that such officers or members of Council may also be owners of condominium units) and the Unit Owners shall indemnify and forever hold each such officer and Council member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be in addition to and not exclusive of any other rights to which any officer or member of Council or former officer or member of Council may be entitled.

Section 2. Common or Interested Council Members. The Council members shall exercise their powers and duties in good faith and with a view to the interests of the Unit Owners and Chestnut Grove Condominium. No contract or other transaction between the Council and one or more of its members, or between the Council of Unit Owners and any corporation, firm or association (including the Declarant) in which one or more of the Council members are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Council member or members are present at the meeting of the Council or any committee thereof which authorizes or approves the contract or transactions, or because his or their votes are counted for such purpose if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Council or a majority thereof or noted in the minutes, and the Council authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Council of Unit Owners at the time it is authorized, ratified, approved or executed.

Common or interested Council members may be counted in determining the presence of a quorum at any meeting of the Council or committee thereof which authorizes, approves or ratifies any contract or transaction and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

ASSESSMENTS AND CARRYING CHARGES FOR COMMON EXPENSES

Section 1. Annual Assessments and Carrying Charges. Each Unit Owner shall pay to Chestnut Grove Condominium, in advance, a monthly sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to one-twelfth (1/12) of the Unit Owner's proportionate share (determined in accordance with the percentage interests in common expenses and common profits of the condominium set forth on "Exhibit C" attached to the Declaration or as otherwise established in the Declaration) of the sum required by the Council of Unit Owners, as estimated by its Council members, to meet its annual expenses, including, but in no way limited to, the following:

(a) The cost of all operating expenses of the condominium and the cost of services furnished the Council of Unit Owners for facilities and services furnished; and

(b) The cost of necessary management and administration, including fees paid to any Management Agent; and

(c) The amount of all taxes and assessments levied against Chestnut Grove Condominium (exclusive of any taxes or assessments levied or to be levied against the individual condominium units) or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended coverage and liability insurance on the project and the cost of such other insurance as the Council of Unit Owners may effect; and

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and other utilities to the extent furnished by the Council of Unit Owners; and

(f) The cost of funding contributions to the "Paid-in-Surplus" account of Chestnut Grove Condominium, and the cost of funding all reserves established by the Council of Unit Owners, including, when appropriate, a general operating reserve and a reserve for replacements; and

(g) The estimated cost of repairs, maintenance and replacements of the common elements of the condominium to be made by the Council of Unit Owners.

The Council shall determine the amount of the assessments at least annually, but may do so at more frequent intervals should circumstances so require. Upon resolution of both the Council and the Unit Owners representing at least fifty-one percent (51%) of the total votes of the Unit Owners, installments of annual assessments may be levied and collected on a quarterly, semi-annual or annual basis rather than on the monthly basis hereinabove provided.

The Council of Unit Owners shall make reasonable efforts to fix the amount of the assessment against each condominium unit for each annual assessment period at least thirty (30) days in advance of the commencement of such period and shall, at that time, prepare a roster of the condominium units and assessments applicable thereto which shall be kept in the office of the Council of Unit Owners and shall be open to inspection by the owner or mortgagee of any condominium unit and by its respective duly authorized agents and attorneys upon reasonable notice to the Council. Written notice of the assessments shall thereupon be sent to the Unit Owners. The omission of the Council before the expiration of any annual assessment period to fix assessments for that or the next such period shall not be deemed a waiver or modification in any respect of the provisions of this Article or a release of any Unit Owner from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period; but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No Unit Owner may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common elements or by abandonment of any condominium unit belonging to him.

Section 2. Budget. The Council, with the assistance and counsel of the Management Agent, if any, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Council of Unit Owners to meet its annual expenses for that period. The budget herein required to be prepared and adopted by the Council shall be in a format consistent with the classification of the accounts of Chestnut Grove Condominium as hereinafter in this Code of Regulations provided for and shall provide for sufficient estimates on a monthly basis to permit comparison to and analysis of deviations from the various periodic reports of the actual results of operations and the actual financial condition of Chestnut Grove Condominium on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices, consistently applied. Copies of the budget shall be available for examination by the Unit Owners and by their duly authorized agents and attorneys and to the institutional holder of any first mortgage on any condominium unit in the condominium and by their duly authorized agents and attorneys during normal business hours for purposes reasonably related to their respective interests.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Council of Unit Owners may levy, in any assessment year, a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the condominium, including the necessary fixtures and personal property related thereto, or for such other purpose as the Council may consider appropriate; provided, however, that any such special assessment shall have the assent of the Unit Owners representing two-thirds (2/3) of the total votes of Chestnut Grove Condominium. A special meeting of the Unit Owners shall be duly called for this purpose.

Section 4. Reserve for Replacements. The Council of Unit Owners shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Council. Such

fund shall be conclusively deemed to be a common expense. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of any state or an agency of the United States of America or may, in the discretion of the Council, be invested in obligations of, or fully guaranteed as to principal by, any state or the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common elements and equipment of the condominium and for start-up costs and operating contingencies of a non-recurring nature. The proportionate interest of any Unit Owner in any reserve for replacement and any other reserves established by the Council of Unit Owners shall be considered an appurtenance of his condominium unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the condominium unit to which it appertains and shall be deemed to be transferred with such condominium unit.

Section 5. Non-Payment of Assessments - Lien to Serve Payment. Any assessment levied pursuant to the Declaration or this Code of Regulations, By-Laws, and any installment thereof, which is not paid on the date when due shall be delinquent and shall entitle the Council of Unit Owners to claim the amount of such total annual assessment, not then paid, together with interest thereon at the maximum rate from time to time permitted by law and the actual costs of collection thereof, and such amount shall be the debt of the Unit Owner and the Council shall be entitled, pursuant to Section 700.703 of the Act, to maintain an action in assumpsit to recover such debt. Until the same are paid, all such assessments shall be a charge and lien upon such unit.

The Council may post a list of members who are delinquent in the payment of any assessment or other fees which may be due Chestnut Grove Condominium, including any installment thereof which becomes delinquent, in any prominent location within the condominium.

Section 6. Priority of Lien. The lien and charge established by this Code of Regulations shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

(a) General and special assessments for ad valorem real estate taxes on the condominium unit; and

(b) The lien of any bona fide deed of trust, mortgage or other encumbrance duly recorded on the condominium unit prior to the docketing of an action in assumpsit to collect unpaid assessments, or duly recorded on the condominium after receipt by the holder of any such mortgage (or the holder of the indebtedness or note secured thereby) of a certificate or statement in writing signed by an officer or agent of the Council of Unit Owners stating the payments on account of all assessments levied by the Council of Unit Owners against the condominium unit were current as of the date of recordation of such deed of trust, mortgage instrument or other encumbrance.

The lien and charge established in accordance with this Code and with Sections 700.702 and 700.703 shall be subordinate to the lien of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received; provided, however, that such subordination shall apply only to assessments, and installments thereof which have become due and payable prior to a sale or transfer of the condominium unit pursuant to a foreclosure or any deed, assignment or

other proceeding or arrangement in lieu of foreclosure. Any holder of any deed of trust, mortgage or other encumbrance duly recorded on the condominium unit and made in good faith and for value received who comes into possession of the condominium unit pursuant to a foreclosure or any deed, assignment or other proceeding or arrangement in lieu of foreclosure and any other purchaser at a foreclosure sale shall take the condominium unit free of any claims for unpaid common expense assessments and carrying charges levied against the condominium unit which accrue prior to the time such holder comes into possession of the condominium unit or prior to the foreclosure sale, except for claims for a proportionate share of such unpaid common expense assessments and carrying charges resulting from a reallocation of such unpaid common expense assessments or carrying charges among all of the condominium units in the condominium. Such foreclosure, deed, assignment or other proceeding or arrangement in lieu of foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any common expense assessments and carrying charges thereafter becoming due.

No amendment to this Section shall affect the rights of the holder of any such deed of trust, mortgage or other encumbrance recorded prior to the recordation of such amendment unless the holder of such deed of trust, mortgage or other encumbrance shall join in the execution of such amendment.

Section 7. Additional Rights of Mortgagees - Notice. The Council of Unit Owners shall promptly notify the holder of the first mortgage on any condominium unit for which any assessment levied pursuant to the Declaration or this Code of Regulations, or any installment thereof, becomes delinquent for a period in excess of thirty (30) days and the Council of Unit Owners shall promptly notify the holder of the first mortgage on any condominium unit with respect to which any default in any provision of the Declaration or this Code of Regulations remains uncured for a period in excess of thirty (30) days following the date of such default. Any failure to give any such notice shall not affect the priorities established by this Article, the validity of any assessment levied pursuant to the Declaration or this Code of Regulations or the validity of any lien to secure the same.

No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to the Declaration or this Code of Regulations except after ten (10) days' written notice to the holder of the first mortgage on the condominium unit which is the subject matter of such suit or proceeding.

Section 8. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment levied pursuant to the Declaration or this Code of Regulations, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Council and be declared due and payable in full.

Section 9. Unpaid Assessments at Transfer - Assessment Certificates. Upon the voluntary sale or conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments which are a charge against the unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to the grantee's right to recover from the grantor the amount of any such unpaid assessments which the grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the unit which may be enforced in the manner set forth above. Provided, however,

that any person who shall have entered into a written agreement to purchase a unit shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid assessments charged against the unit and its owners; and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon. Any such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a common expense to be collected from all of the Unit Owners, including the purchaser, his successors and assigns.

Section 10. Additional Default. Any recorded first mortgage secured on a condominium unit in the condominium shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to the Declaration or this Code of Regulations, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness or note secured thereby). Such mortgages shall also provide that, in the event of any default thereunder, the mortgagee shall have the right, at its option exercised by notice in writing to the mortgagor and the Secretary of Chestnut Grove Condominium, to cast the votes appurtenant to the condominium unit which is security for the repayment of the mortgage debt at all meetings of the Unit Owners. Failure to include such provisions in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the holder of the indebtedness or note secured thereby) by reason of the provisions of this Article shall not be altered, modified, or diminished by reason of any such failure.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Use. Except for such temporary non-residential uses as may be permitted by the Council from time to time, all condominium units shall be used for private residential purposes exclusively. Nothing in this Section, or hereinafter, shall be construed to prohibit the Declarant from the use of any condominium units which the Declarant owns for promotional or display purposes, as "model apartments", a sales office or the like, or from leasing any unit or units which the Declarant owns.

Section 2. Leasing. No portion of any condominium unit (other than the entire unit) shall be leased for any period. Any owner of any condominium unit who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Council. All leases shall be in writing. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the condominium unit shall be subject and subordinate in all respects to the provisions of the Declaration and this Code of Regulations and to such other reasonable rules and regulations relating to the use of the common elements, or other "house rules", as the Council may from time to time promulgate and shall provide, further, that any failure by the tenant to comply with the provisions of such documents shall be a default under the lease. The provisions of this subsection shall not apply to any institutional first mortgagee of any condominium unit who comes into possession of the unit by reason of any remedies provided by law or in such mortgage or as

a result of any proceeding, arrangement, assignment or deed in lieu of foreclosure. No condominium unit within the condominium shall be rented for transient or hotel purposes or, without the consent of the Council, for any period less than six (6) months.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant and its agents in connection with the development of the condominium, and except as may be reasonable and necessary in connection with the maintenance, improvement, repair or reconstruction of any portion of the condominium by the Declarant or the Council of Unit Owners:

(a) No noxious or offensive trade or activity shall be carried on within the condominium or within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners. No nuisances shall be permitted within the condominium nor shall any use or practice be permitted which is or becomes a source of annoyance to the Unit Owners or which interferes with the peaceful use and possession thereof by the Unit Owners.

(b) There shall be no obstruction of any of the common elements. Nothing shall be stored upon any of the common elements excepting those areas designated for storage of personal property by the owners of the condominium units.

(c) Nothing shall be done or maintained in any condominium unit or upon any of the common elements which will increase the rate of insurance on any condominium unit or the common elements or result in the cancellation thereof without the prior written approval of the Council. Nothing shall be done or maintained in any condominium unit or upon the common elements which would be in violation of any law. No waste shall be committed upon any of the common elements.

(d) No structural alteration, construction, addition or removal of any condominium unit or the common elements shall be commenced or conducted except in strict accordance with the provisions of this Code of Regulations.

(e) The maintenance, keeping, breeding, boarding and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or upon any of the common elements, except that this shall not prohibit the keeping of a dog, cat or caged birds as domestic pets provided that they are not kept or maintained for commercial purposes or for breeding. Pets shall not be permitted upon the general common elements of the condominium unless accompanied by an adult and unless they are carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the condominium shall be deemed to have indemnified and agreed to hold the Council of Unit Owners, each of the Unit Owners and the Declarant and Management Agent free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium. All pets shall be registered with the Council and shall otherwise be registered and inoculated as required by law. The Council shall have the right to order any person whose pet is a nuisance to remove such pet from the premises and the Council, after affording the right to a hearing to the Unit Owner affected, shall have the exclusive authority to declare any pet a nuisance.

(f) Except for such signs as may be posted by the Declarant or the Council of Unit Owners for promotional or marketing

purposes, traffic control or the like, no signs of any character shall be erected, posted or displayed upon, in, from or about any condominium unit or the common elements without the prior consent in writing of the Council and under such conditions as they may establish. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any condominium unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement, assignment or deed in lieu of foreclosure.

(g) Except as hereinelsewhere provided, no junk vehicle or other vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the general common elements nor shall the repair or maintenance or washing of automobile or other vehicles be carried out on any of the common elements or within or upon any condominium unit.

(h) Except as hereinelsewhere provided, no part of the common elements shall be used for commercial activities of any character. This subsection shall not apply to the use of the common elements and of condominium units by the Declarant for display, marketing, promotional or sales purposes or as "model" condominium units nor shall it be deemed to prevent or prohibit the utilization of the easement for ingress and egress declared in the Declaration.

(i) No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any condominium unit or upon any of the common elements. Trash and garbage containers shall not be permitted to remain in public view, except on days of collection. All refuse shall be deposited with care in containers or trash chutes designated for such purpose during such hours as may from time to time be designated by the Council.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common elements at any time. Outdoor clothes dryers or clothes lines shall not be maintained upon any of the common elements at any time. No clothing, laundry or the like shall be hung from any part of any condominium unit or upon any of the common elements or from or upon any balcony or patio.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any condominium unit or upon any of the common elements without the prior written consent of the Council.

(l) Nothing shall be stored upon any balcony or patio, nor shall the cooking or preparation of food be permitted upon any balcony or upon any portion of the general common elements of the project, except with the consent of the Council.

(m) No unlawful use shall be made of any condominium unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times.

(n) No Unit Owner shall engage or direct any employee of the Council of Unit Owners or the Management Agent on any private business of the Unit Owner during the hours such employee is employed by the Council of Unit Owners or the Management Agent

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nor shall any member direct, supervise or in any manner attempt to assert control over any such employee.

(o) There shall be no violation of any rules for the use of the common elements, or other "house rules", which may from time to time be adopted by the Council and promulgated among the Unit Owners by them in writing, and the Council is hereby authorized to adopt and promulgate such rules.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. Architectural and Environmental Control Committee. Except for the construction of the condominium by the Declarant or its agents and any improvements to any condominium unit or to the common elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair or as otherwise in the Act or this Code of Regulations provided, it shall be prohibited for any Unit Owner to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any lighting, shades, screens, awnings, patio, covers, decorations, fences, walls, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, balconies, porches, driveways, walls or to make any change or otherwise alter (including any alteration in color) in any manner whatsoever the exterior of any condominium unit or upon any of the common elements within the project or to combine or otherwise join two or more condominium units, or to partition the same after combination, or to remove or alter any window or exterior doors of any condominium unit, or to make any change or alteration within any condominium unit which will alter the structural integrity of any building or otherwise affect the property, interest or welfare of any other Unit Owner, materially increase the cost of operation or insuring the condominium or impair any easement, until the complete plans and specifications, showing the location, nature, shape, change (including, without limitation, any other information specified by the Council or its designated committee) shall have been submitted to and approved in writing as to safety, the effect of any such alterations on the costs of maintaining and insuring the condominium and harmony of design, color and location in relation to surrounding structures and topography by the Council or by an Architectural and Environmental Control Committee designated by the Council.

Section 2. Architectural and Environmental Control Committee - Operation. The Architectural and Environmental Control Committee shall be composed of an uneven number of three (3) or more natural persons designated from time to time by the Council and such persons shall serve at the pleasure of the Council. In the event the Council fails to appoint an Architectural and Environmental Control Committee, then the Council shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural and Environmental Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination, ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Article.

Section 3. Approvals, etc. Upon approval of the Architectural and Environmental Control Committee of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited

among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural and Environmental Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it pursuant to the provisions of this Article within sixty (60) days after such plans and specifications (and all other materials and information required by the Architectural and Environmental Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Any Unit Owner aggrieved by a decision of the Committee may appeal the same to the Council by giving notice in writing to the Committee and the Council within ten (10) days of the rendering of such decision. The Council shall, within thirty (30) days after receipt of such notice of appeal, convene a meeting and consider all evidence presented to the Committee and may affirm, reverse or remove the decision of the Committee.

Section 4. Limitations. Construction or alterations in accordance with plans and specifications approved by the Architectural and Environmental Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural and Environmental Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months following the date of commencement or within such longer period as the Architectural and Environmental Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural and Environmental Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural and Environmental Control Committee without the prior consent in writing of the Architectural and Environmental Control Committee. Approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural and Environmental Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans and specifications are subsequently submitted for use in any other instance.

Section 5. Certificate of Compliance. Upon the completion of any construction or alteration or other improvements or structure in accordance with plans and specifications approved by the Architectural and Environmental Control Committee in accordance with the provisions of this Article, the Architectural and Environmental Control Committee shall, at the request of the owner thereof, issue a certificate of compliance which shall be prima facie evidence that such construction, alteration or other improvements referenced in such certificate have been approved by the Architectural and Environmental Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Code of Regulations as may be applicable.

Section 6. Rules and Regulations; etc. The Architectural and Environmental Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines

and establish such criteria relative to architectural styles or details, or other related matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Code of Regulations. The Architectural and Environmental Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural and Environmental Control Committee shall be final except that any Unit Owner who is aggrieved by any action or forbearance from action by the Architectural and Environmental Control Committee may appeal the decision of the Architectural and Environmental Control Committee to the Council of Unit Owners and, upon the request of such Unit Owner, shall be entitled to a hearing before the Council.

Section 7. Additions, Alterations or Improvements by the Council. Except in cases of bona fide emergencies involving manifest danger to life, safety or property, or the interruption of essential services to the condominium, whenever in the judgment of the Council the common elements of the condominium shall require additions, alterations or improvements requiring the expenditure of funds of Chestnut Grove Condominium in excess of Twenty-Five Thousand Dollars (\$25,000.00), such additions, alterations or improvements shall not be made until the same shall have been approved by (a) Unit Owners representing a majority of the total votes of Chestnut Grove Condominium at meeting of the Unit Owners duly called for such purpose; and (b) the institutional holder of any mortgages or other obligations secured by any condominium unit or units in the aggregate principal sum of more than \$150,000.00, which approval shall be in writing.

ARTICLE XI

INSURANCE

Section 1. Insurance. The Council of Unit Owners shall obtain and maintain to the extent reasonably available at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value (i.e., 100% of "replacement cost" exclusive of land, foundation and excavation) of the condominium (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, a "Condominium Replacement Cost Endorsement" or its equivalent, and a "Contingent Liability from Operation of Building Laws Endorsement" or its equivalent, without deduction or allowance for depreciation, as determined annually by the Council with the assistance of the insurance company affording such coverage, such coverage to afford protection against at least:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and
- (ii) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use including, but not limited to, sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief,

windstorm, water damage, boiler and machinery explosion or damage, and such other insurance as the Council may from time to time determine.

(b) Public liability insurance with a "Severability of Interest Endorsement" or its equivalent in such amounts and in such forms as may be considered appropriate by the Council (but not less than One Million Dollars (\$1,000,000.00) covering all claims for bodily injuries and/or property damage arising out of a single occurrence) including, but not limited to, legal liability, hired automobile liability, non-owned automobile liability, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including any and all other liability incident to the ownership and use of the condominium or any portion thereof.

(c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(d) If reasonably available, a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and members of the Council for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Council member shall have been made a party by reason of his or her services as such; and

(e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 16 of Article V hereof, as are or shall hereafter be considered appropriate by the Council. The Council shall maintain adequate fidelity coverage to protect against dishonest acts on the part of officers and Council members, trustees for the Council of Unit Owners and such employees and agents of the Council who handle or are responsible for the handling of funds of the Council. Such fidelity coverage shall meet the following requirements:

- (i) All such fidelity bonds and policies of insurance shall name the Council of Unit Owners as obligee or named insured, as the circumstances may require; and
- (ii) All such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the condominium, including reserves; and
- (iii) All such fidelity bonds and policies of insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and
- (iv) All such fidelity bonds and insurance shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all obligees and insureds named thereon and to any mortgagee or any condominium unit who requests such notice in writing.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in Pennsylvania and holding a rating of "Class VII" or better in the current edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Council of Unit Owners as a trustee for the owners of the condominium units, or its authorized representative, including any trustee with which the Council may enter into any Insurance Trust Agreement, or any successor trustee.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Council of Unit Owners pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Council and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Council or any owner of any condominium unit or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.

(f) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council of Unit Owners.

(g) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council of Unit Owners, the owner of any condominium unit and their respective agent, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(h) All policies of casualty insurance shall contain the standard mortgagee clause except that any loss or losses payable to named mortgagees shall be payable in the manner set forth in Article XII hereof. Such mortgagee clause shall provide for notice in writing to the mortgagee of any loss paid as aforesaid.

Section 3. Individual Policies. Because of the entire physical structure of each dwelling unit which constitutes the "condominium unit", the individual Unit Owner shall obtain and maintain in full force and effect a policy of casualty or physical damage insurance to the full replacement value of his unit. In the event of the destruction by fire or other casualty of a unit not insured against such loss, the owner thereof shall, nonetheless, within sixty (60) days of such destruction, commence reconstruction

of the unit. If such reconstruction is not thus undertaken, the Council of Unit Owners is authorized and empowered to accomplish such reconstruction and to charge the cost thereof as a special assessment against the unit reconstructed. Such special assessment shall constitute a lien and charge against such unit and shall be enforced as hereinabove provided for delinquent assessments. The terms hereof shall be in supplement and not in derogation to the provisions of Section 700.802 of the Act.

Section 4. Endorsements, etc. The Council of Unit Owners, at the request of any owner of any condominium unit in the condominium or at the request of the mortgagee of any such condominium unit, shall promptly obtain and forward to such owner or mortgagee (a) an endorsement to any of the policies aforementioned in this Article showing the interest of such Unit Owner or mortgagee as it may appear; and (b) certificates of insurance relating to any of such policies; and (c) copies of any such policies, duly certified by the insurer or its duly authorized agent.

ARTICLE XII

CASUALTY DAMAGE - RECONSTRUCTION OR REPAIR

Section 1. Use of Insurance Proceeds. In the event of damage or destruction to the common elements by fire or other casualty, the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications for the condominium with the proceeds of insurance available for that purpose, if any.

Section 2. Proceeds Insufficient. In the event that the proceeds of insurance are not sufficient to repair damage or destruction by fire or other casualty, or in the event such damage or destruction is caused by any casualty not insured against, then the repair or reconstruction of the damage shall be accomplished promptly by the Council of Unit Owners at the expense of Unit Owners of Chestnut Grove Condominium. The ratable share of the expense of such repairs or reconstruction may be assessed as provided for in Article VIII of this Code of Regulations.

ARTICLE XIII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Council and Chestnut Grove Condominium shall begin on the first day of January every year, except for the first fiscal year which shall begin at the date of recordation of the Declaration among the land records for the jurisdiction where the Declaration was originally recorded. The commencement date of the fiscal year herein established shall be subject to change by the Council should the practice of the Council subsequently dictate.

Section 2. Principal Office - Change of Same. The principal office of the Council of Unit Owners shall be as set forth in Article I of this Code of Regulations. The Council, by appropriate resolution, shall have the authority to change the location of the principal office of the Council of Unit Owners from time to time provided, however, that no such change shall become effective

until a certificate evidencing such change shall have been made by the Secretary or any Assistant Secretary of the Council of Unit Owners and recorded, in the name of the Council of Unit Owners, among the land records for Bucks County, Pennsylvania.

Section 3. Books and Accounts. Books and accounts of the Council of Unit Owners shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Council of Unit Owners and its administration and shall specify the maintenance and repair expenses of the common elements of the condominium, services provided with respect to the same and any other expenses incurred by the Council of Unit Owners. The amount of any assessment required for payment of any capital expenditures or reserves of the Council of Unit Owners may be credited upon the books of the Council of Unit Owners to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Council of Unit Owners shall be credited and charged to other accounts under at least the following classifications:

(a) "Current Operations" which shall involve the control of actual expenses of the Council of Unit Owners, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses hereinelsewh provided for; and

(b) "Reserves for Deferred Maintenance" which shall involve the control of monthly funding and maintenance of such deferred maintenance costs and reserves as are approved by the Council of Unit Owners from time to time; and

(c) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in this Code and as may from time to time be approved by the Council; and

(d) "Other Reserves" which shall involve the control over funding and charges against any other reserve funds which may from time to time be approved by the Council; and

(e) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Council; and

(f) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvement and for expenditures for additional capital improvements or personal property made or acquired by the Council.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Council of Unit Owners shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Council of Unit Owners shall furnish the Unit Owners and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Council within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Council of Unit Owners, vouchers accrediting the entries made thereupon and all other records maintained by the Council shall

be available for examination by the Unit Owners and their duly authorized agents or attorneys and to the institutional holder of any first mortgage on any condominium unit and its duly authorized agents or attorneys during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Council, all notes and contracts shall be executed on behalf of the Council of Unit Owners by either the President or a Vice President, and all checks shall be executed on behalf of the Council by such officers, agents or other persons as are from time to time so authorized by the Council.

Section 7. Seal. The Council may, but need not, provide a suitable corporate seal containing the name of Chestnut Grove Condominium, which seal shall be in the charge of the Secretary. If so directed by the Council, a duplicate seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE XIV

PHYSICAL MANAGEMENT

Section 1. Management and Common Expenses. The Council of Unit Owners, shall manage, operate and maintain the condominium and, for the benefit of the condominium units and the Unit Owners, shall enforce the provisions hereof and shall pay out of the common expense fund hereinelsewhere provided for the cost of managing, operating and maintaining the condominium including, without limitation, the following:

(a) The cost of providing water, sewer, garbage and trash collection and electrical, gas and other necessary utility services for the common elements and, to the extent that the same are not separately metered or billed to each condominium unit, for the condominium units; and

(b) The cost of fire and extended liability insurance on the condominium and the cost of such other insurance as the Council of Unit Owners may effect; and

(c) The cost of the services of a person or firm to manage the project to the extent deemed advisable by the Council of Unit Owners consistent with the provisions hereof, together with the services of such other personnel as the Council shall consider necessary for the operation of the condominium; and

(d) The cost of providing such legal and accounting services as may be considered necessary by the Council for the operation of the condominium; and

(e) The cost of repairs, maintenance, service and replacement of the common elements of the condominium including, without limitation, the cost of painting, maintaining, replacing, repairing and landscaping the common elements and such furnishings and equipment for the common elements as the Council shall determine are necessary and proper; provided, however, that nothing herein contained shall require the Council of Unit Owners to repair, replace, or otherwise maintain the interior of any condominium unit or any fixtures, appliances, equipment or the like located therein; and

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Council of Unit Owners is required to secure or pay for by law, or otherwise, or which in the discretion of the Council members shall be necessary or proper for the operation of the condominium; provided, however, that if any of the aforementioned are provided or paid for the specific benefit of a particular condominium unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in this Article; and

(g) The cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Council to protect the common elements or to preserve the appearance or value of the condominium or is otherwise in the interest of the general welfare of all of the Unit Owners; provided, however, that except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Council and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the condominium unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing obligation of said Unit Owner in all respects as provided in Article VIII of this Code of Regulations; and

(h) Any amounts necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Council members, constitute a lien against any of the common elements rather than the interest of the owner of any individual condominium unit.

Section 2. Council of Unit Owners as Attorney-in-Fact. The Council of Unit Owners is hereby irrevocably appointed as attorney-in-fact for the owners of all of the condominium units in the condominium, and for each of them, to manage, control and deal with the interests of such Unit Owners in the common elements of the condominium so as to permit the Council of Unit Owners to fulfill all of its powers, functions and duties under the provisions of the Act, the Declaration and the Code of Regulations, and to exercise all of its rights thereunder and to deal with the condominium upon its destruction and the proceeds of any insurance indemnity, as hereinelsewhere provided. The foregoing shall be deemed to be a power of attorney coupled with an interest and the acceptance by any person or entity of any interest in any condominium unit shall constitute an irrevocable appointment of the Council of Unit Owners as attorney-in-fact as aforesaid.

Section 3. Management Agent. The Council of Unit Owners may by contract, in writing, delegate any of its ministerial duties, powers or functions to the Management Agent. The Council shall not be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, the owner of any condominium unit shall, at his own expense, maintain his condominium unit and any and all equipment, appliances or fixtures therein situate,

and its other appurtenances (including, without limitation, any balcony, terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and designated herein or in the Declaration or the Condominium Plat as a limited common element reserved for exclusive use by the owner of that particular condominium unit and including all mechanical equipment and appurtenances located outside such unit which are designed, designated or installed to serve only that unit) in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition and shall do all redecorating, painting, and the like which may at any time be necessary to maintain the good appearance of his condominium unit. In addition to the foregoing, the owner of any condominium unit shall, at his own expense, maintain, repair, replace any plumbing and electrical fixtures, water heaters, fireplaces, plenums, heating and air-conditioning equipment, lighting fixtures, refrigerators, freezers, trash compactors, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and other equipment that may be in or declared to be appurtenant to such condominium unit. The owner of any condominium unit shall also, at his own expense, keep any other limited common elements which may be appurtenant to such condominium unit and reserved for his exclusive use in a clean, orderly and sanitary condition.

Section 5. Windows and Doors. The owner of any condominium unit shall, at his own expense, clean and maintain both the interior and exterior surfaces of all windows of such condominium unit and shall, at his own expense, clean and maintain both the interior and exterior surfaces of all entry doors of the condominium unit, including the interior and exterior surfaces of any door leading to any balcony, deck, terrace, fenced area, courtyard, patio or the like appurtenant to such condominium unit and as a limited common element reserved for the exclusive use of the owner of that particular condominium unit. Notwithstanding the provisions of this Section, the Council members may resolve to clean the exterior surfaces of all windows in the condominium at common expense in accordance with a schedule to be determined by the Council.

Section 6. Access to Reasonable Times. The Council of Unit Owners shall have an irrevocable right and an easement to enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest damage to public safety or property, the Council shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for the purpose specified in this Section may be considered a trespass.

Section 7. Easement for Utilities and Related Purposes. The Council of Unit Owners is authorized and empowered to grant such licenses, easements and rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, overhead or underground conduits and such other purposes related to the provisions of public utilities to the condominium as may be considered necessary and appropriate by the Council members for the orderly maintenance, preservation and enjoyment of the common elements or for the preservation of the health, safety, convenience and welfare of the owners of the condominium units or the Declarant.

Section 8. Limitation of Liability. The Council of Unit Owners shall not be liable for any failure of water supply or

other services to be obtained by the Council of Unit Owners or paid for out of the common expense funds or for injury or damage to person or property caused by the elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Council of Unit Owners shall not be liable to the owner of any condominium unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common elements. No diminution or abatement of common expense assessments, as hereinelsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common elements, or to any condominium unit, or from any action taken by the Council of Unit Owners to comply with any law or ordinance or with the order or directive of any municipal or other governmental authority.

ARTICLE XV

PARKING

Section 1. General Requirements. All parking areas within the condominium shall be considered part of the general common elements. Parking may be regulated by the Council and parking spaces may initially be assigned by the Declarant and thereafter by the Council. No Unit Owner shall make use of any parking space other than the space or spaces appurtenant or assigned to his condominium unit by the Council, if any, without the express written consent of both the Unit Owner to whom such space has been assigned and the Council members, nor shall any Unit Owner invite, encourage or permit the use by his guests of parking spaces appurtenant or assigned to condominium units other than his own. No vehicle belonging to any Unit Owner or to any guest or employee of any Unit Owner shall be parked in a manner which unreasonably interferes with or impedes ready vehicular access to any parking space assigned to any other Unit Owner. Nothing shall be stored upon any parking space nor shall the same be permitted to accumulate trash or debris.

Each Unit Owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with the provisions hereof which the Council members may from time to time adopt and promulgate with respect to parking and traffic control within the condominium and the Council is hereby, and elsewhere in this Code of Regulations, authorized to adopt such rules and regulations.

In the event the Council elects to assign parking spaces within the condominium, the Council shall make reasonable efforts to assign parking spaces in a manner calculated to make reasonable adjustments to accommodate the elderly and handicapped.

ARTICLE XVI

AMENDMENT

Section 1. Amendments. This Code of Regulations may be amended by the affirmative vote of Unit Owners representing seventy-five percent (75%) of the total votes of the Council of Unit Owners, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions and requirements of this Code of Regulations and the Act. Any amendment to this Code of Regulations shall be effective only upon the recordation of such amendment among the land records for Bucks County.

Pennsylvania, together with a certificate in writing of the President of the Council of Unit Owners stating that the amendment was approved as aforesaid.

Section 2. Proposal of Amendments. Amendments to this Code of Regulations may be proposed by the Council members or by petition signed by Unit Owners representing at least twenty-five (25%) percent of the total votes of the Council of Unit Owners, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Unit Owners at which such proposed amendment is to be considered and given to vote.

EXHIBIT "C"

Each unit in CHESTNUT GROVE CONDOMINIUM shall be possessed of and have appurtenant to it a percentage interest in the Common Elements of the Condominium equal to and in accordance with the schedule of percentages as assigned to unit type which schedule is outlined on pages 2 through 7 on this Exhibit "C".

Common Expenses and Common Profits shall be allocated among the units in accordance with such various percentages as outlined on the abovementioned schedule.

Each unit shall cast one vote in the governance of the affairs of CHESTNUT GROVE CONDOMINIUMS, and each vote shall have equal value without regard to any percentage interest outlined below.

D2380- 451

UNIT TYPE

INTEREST/COMMON ELEMENT

UNIT NUMBER

Oleander
42 Units
1220 S.P./Unit

.530

- 2-12
- 2-15
- 2-18
- 2-21
- 2-24
- 2-27
- 4-2
- 4-6
- 4-9
- 4-14
- 5-2
- 5-5
- 5-11
- 5-14
- 5-17
- 5-20
- 6-2
- 6-5
- 6-8
- 6-11
- 7-2
- 7-5
- 7-9
- 7-12
- 7-17
- 7-20
- 11-2
- 11-4
- 11-8
- 11-11
- 11-14
- 11-17
- 12-2
- 12-5
- 12-8
- 12-11

42 x 159/142

D2380- 465

EXHIBIT "C" - Cont'd.

<u>UNIT TYPE</u>	<u>INTEREST/COMMON ELEMENT</u>	<u>UNIT #</u>
Oleander (Cont'd.)	.530	4-4 5-7 7-7 4-12 5-8 7-15
Sassafras 2 Br./Den 25 Units 1427 S.F./Unit	.620	2-14 2-19 2-23 2-28 4-1 4-5 4-8 5-3 5-6 5-13 5-16 6-4 6-7 6-12 7-4 7-8 7-11 7-21 11-5 11-9 11-13 11-18 12-4 12-7 12-12

185/MD x 25

D2380- 466

EXHIBIT "C" - Cont'd.

<u>UNIT TYPE</u>	<u>INTEREST/COMMON ELEMENT</u>	<u>UNIT #</u>
Sassafras 3 Br./Den 5 Units 1547 S.F./Unit	.672	2-13
		4-13
		5-21
		7-16
		11-12
Sassafras 2 Br. 6 Units 1275 S.F./Unit	.554	2-22
		5-12
		6-3
		7-3
		11-3
		12-3
		Plum Tree 41 Units 1157 S.F./Unit
12-6		
12-10		
2-11		
2-17		
2-20		
2-25		
4-3		
4-7		
5-4		
5-10		
5-15		
5-19		
6-1		
6-6		
6-10		
7-1		
7-6		
7-10		
7-19		
11-1		

*\$20/MO
ST.*

IX 4/65/MO

41X 125/MO

D2380-457

EXHIBIT "C" - Cont'd.

<u>UNIT TYPE</u>	<u>INTEREST/COMMON ELEMENT</u>	<u>UNIT #</u>
Plum Tree (Cont'd.)	.503	11-6 11-7 11-16 12-9 2-16 2-26 4-10 4-15 5-1 5-18 6-9 7-13 7-18 11-10 11-15 5-9 4-11 7-14 7-23 7-22
Mimosa 24 Units 880 S.P./Unit	.382	1-1 1-4 1-5 1-8 2-31 2-34 2-5 2-8 3-1 3-5 3-12 3-18 1-2 1-3

24 x 115

D2380- 468

EXHIBIT "C" - Cont'd.

<u>UNIT TYPE</u>	<u>% INTEREST/Common ELEMENT</u>	<u>UNIT #</u>
Mimosa (Cont'd.)	.382	1-6 1-7 2-32 2-33 3-6 3-2 3-17 2-2 2-37 3-13
Mimosa/Den 6 Units 960 S.F./Unit	.417	3-11 2-6 2-7 3-14 2-1 2-38
Black Elm 13 Units 1137 S.F./Unit	.494	3-3 3-8 3-9 3-16 3-4 3-7 3-10 3-15 2-29 2-10 2-3 2-36 2-30

6x 125/mo

13x 147/mo

D2380- 469

EXHIBIT "C" - Cont'd.

<u>UNIT TYPE</u>	<u>% INTEREST/COMMON ELEMENT</u>	<u>UNIT #</u>
Black Elm/Den 3 Units 1217 S.F./Unit	.529 <i>3x15/mo</i>	2-9 2-4 2-35
Joshua Tree 23 Units 1529 S.F./Unit	.563 <i>23x20/mo</i>	13-2 13-3 9-2 9-3 9-4 9-5 9-6 201 8-2 8-3 8-4 8-5 8-6 8-7 13-1 13-4 9-7 8-1 8-8 14-1 201 14-2 10-1 10-2 9-1

D2380- 470

EUCKS COUNTY SS:
RECORDED IN THE RECORDER'S
OFFICE OF SAID COUNTY IN
Deed BOOK 2350
AT PAGE 424 32
WITNESS MY HAND AND SEAL OF
OFFICE APRIL 25 1980

Lucille M. Trench
RECORDER OF DEEDS

12484

APR 25 12 05 PM '80

AMENDED CONDOMINIUM
DECLARATION

CHESTNUT GROVE
(with Code of Regulations)

DJS.

012484

LAW OFFICES
POWER, BOWEN & VALLIMONT
102 N. MAIN STREET
DOYLESTOWN, PA.

73.00

D2380-471

SA-P425-
EA# 211782
FAC 859155 D
C-87-612-DT6
DIAM 32422

UT-41-54-822

581385

744-1375
JAH 19208-M

CHESTNUT GROVE CONDOMINIUM
AMENDMENT TO CODE OF REGULATIONS

The 2nd day of November, 1981, the Council of Unit Owners and the Unit Owners, recognizing the need for the following, did hereby propose and adopt this Amendment pursuant to Article XVI, Section 1 of the Chestnut Grove Condominium Code of Regulations, attached as Exhibit "B" to the Declaration of Amendment of Condominium Declaration for Chestnut Grove recorded at Deed Book Number 2380, page 424, Recorder of Deeds, Bucks County Courthouse, Doylestown, Bucks County, Pennsylvania.

Pursuant to the powers granted the Council of Unit Owners in Article V, Section 3 to oversee and administer to various annual assessments and carrying charges contained in Article VIII, Section 1, inclusive, it shall now be the duty of said Council to provide oil and oil heat to all applicable buildings of Chestnut Grove Condominium requiring same and collect the charges and all delinquent penalties therefore.

Individual charges shall be computed based upon the Formula that from time to time may be adopted by Council and which currently is in effect.

Individual unit owners will be obligated for charges of oil and oil heat as determined by the Formula and/or any additional charges relating thereto levied by the Council.

The Council will administer to the reading of the meters, determine the individual charges, maintain the heat delivery system and arrange for the individual billing of the unit owners. The Council from time to time may assign to an agent the billing of the individual unit owners.

D2454-1115

The Council is also hereby empowered to collect the above described charges plus penalties that may have been levied for the oil heat system in the same manner specified in the Code of Regulations at Article VIII, Section 5. Remedies available to Council to collect said charges from a delinquent unit owner include, but are not limited to, judgments, liens, attorneys fees, court costs and other applicable charges.

ATTEST:


Andrew C. Wirth, President
Chestnut Grove Council

11/2/81
DATE


David Cousins, Vice President
Chestnut Grove Council

11/2/81
DATE


James Sherron, Secretary
Chestnut Grove Council

11/2/81
DATE

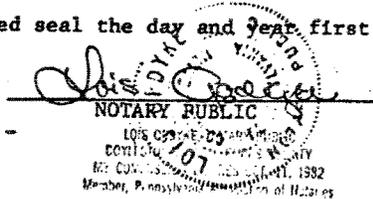
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF BUCKS)

;;

I HEREBY CERTIFY that on the 3rd day of February 1982, before me, the subscriber, a Notary Public, in and for the jurisdiction aforesaid, personally appeared Andrew C. Wirth, David Cousins and James Sherron, personally known to me or satisfactorily proven that they are the members of the Chestnut Grove Council and that they have executed on behalf of such, the foregoing instrument for the purposes therein contained.

WITNESS my hand and notarized seal the day and year first written above.


NOTARY PUBLIC
LOIS C. DELOE
COMMISSION EXPIRES 12/31/82
Member, Pennsylvania Association of Notaries

- 2 -

D2454-1116

FEB 9 1 57 PM '82

003479

BUCKS COUNTY SS:
RECORDED IN THE RECORDER'S
OFFICE OF SAID COUNTY IN
Deed BOOK 2454
AT PAGE 1115 &c
WITNESS MY HAND AND SEAL OF
OFFICE February 9th 19 82
Jessie M. Trench
RECORDER OF DEEDS

CHESTNUT GROVE CONDOMINIUM
AMENDMENT TO
CODE OF REGULATIONS

NOTE

Me.

LAW OFFICES
POWER, BOWEN & VALMONT
64 N. MAIN STREET
SELLENSVILLE, PA. 18960

D2454-1117

2/09/82 6298 09/28/6072 3479 12:30 11

**CHESTNUT GROVE CONDOMINIUM
AMENDMENT TO ARTICLE VI, SECTION 1
OF THE CODE OF REGULATIONS**

Whereas, ARTICLE XVI, Section 1, states that the Code of Regulations may be amended by the affirmative vote of Unit Owners representing seventy-five (75%) of the total votes of the Council of Unit Owners, at any meeting of the Unit Owners duly called for such purpose in accordance with the provisions and requirements of this Code of Regulations and the Act. Any amendment to this Code of Regulations shall be effective only upon the recordation of such amendment among the land records for Bucks County, Pennsylvania, together with a certificate in writing of the President of the Council of Unit Owners stating that the amendment was approved as aforesaid.

Whereas, Chestnut Grove Council of Unit Owners wishes to amend the wording in ARTICLE VI, Section 1., Designation to read as follows: (changes are underlined)

The principal officers of Chestnut Grove Condominium shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Council of Unit Owners. Prior to the first annual meeting of the Unit Owners, the officers of Chestnut Grove Condominium need not be Unit Owners. Thereafter, all members of the Chestnut Grove Council must be Unit Owners. The Council members may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

ATTEST:

Ann H. Brabazon
Ann Brabazon
President, Chestnut Grove Council

2/14/96
Date

Christina Beuttas
Christina Beuttas
Secretary, Chestnut Grove Council

2/14/96
Date

NOTARIAL SEAL
DIANA C. GRAY, Notary Public
Spring House, Montgomery County
My Commission Expires Sept. 23, 1996

Sworn to and subscribed before me
this 15 day of Feb 1996



CHESTNUT GROVE CONDOMINIUM ASSOCIATION

**RESOLUTION OF THE COUNCIL OF UNIT OWNERS
TO ENACT A CAPITAL IMPROVEMENT FEE UPON TRANSFER OR RESALE OF UNIT**

EFFECTIVE JANUARY 1, 2007

The undersigned, being the members of the Council of Unit Owners of the Chestnut Grove Condominium Association, a Pennsylvania domestic not-for-profit corporation (the "Corporation"), do hereby consent in writing to the adoption of the following resolution in accordance with the bylaws of the Corporation and the Nonprofit Corporation Law:

WHEREAS, Title 68, Chapter 33, Section 3302 of the Pennsylvania Consolidated Statutes empowers the Chestnut Grove Condominium Association to impose a capital improvement fee on the resale or transfer of units, and

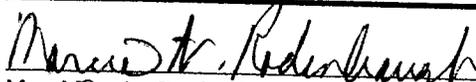
WHEREAS, the Council of Unit Owners has determined that a capital improvement fee to be paid upon the sale or transfer of any unit is necessary and appropriate, to be used to defray the future cost of new capital improvements, or replacement of existing common elements. Therefore,

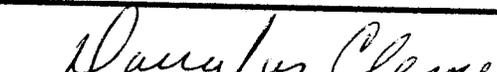
IT IS RESOLVED, that a capital improvement fee in the amount of \$500 is to be paid to the Chestnut Grove Condominium Association through negotiation between the seller and prospective buyer upon the sale or transfer of any unit. No capital improvement fee shall be imposed on any gratuitous transfer of a unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild. The monies generated by this capital improvement fee shall be placed in a separate capital account and may be expended only for new capital improvements or replacement of existing common elements and may not be expended for operation, maintenance or other purposes.

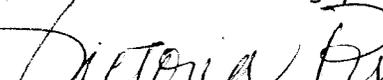
The capital improvement fee shall be paid at the time of settlement upon the sale or transfer, and no deed shall be transferred or recorded until the capital improvement fee is paid to Chestnut Grove Condominium Association. Delinquent payment of the capital improvement fee shall be collected in the same manner as any other delinquent assessment.

THE RESOLUTION BECOMES EFFECTIVE JANUARY 1, 2007.

IN WITNESS WHEREOF, we have executed this written consent this 26th day of SEPT, 2006.


Ms. Marcia Rodenbaugh, President


Mr. Douglas Clemens, Vice President


Ms. Victoria Pyle, Treasurer


Ms. Karen Winkler, Secretary

Ms. Kristina Beuttas, Member



RESOLUTION OF THE BOARD OF DIRECTORS TO INCREASE THE CAPITAL IMPROVEMENT FEE UPON THE TRANSFER OR RESALE OF UNIT

The Board of Directors of the Chestnut Grove Condominium Association, a Pennsylvania domestic not-for-profit corporation (the "Corporation"), do hereby consent in writing to the adoption of the following resolution in accordance with the bylaws of the Corporation and the Nonprofit Corporation Law:

WHEREAS, Title 68, Chapter 33, Section 3302(a)(12) of the Pennsylvania Consolidated Statutes empowers the Chestnut Grove Condominium Association to impose a capital improvement fee on the resale or transfer of units, and

WHEREAS, the Board of Directors has determined that a capital improvement fee to be paid upon the sale or transfer of any unit is necessary and appropriate, to be used to defray the future cost of new capital improvements, or replacement of existing common elements, and

WHEREAS, the Board of Directors approved a capital improvement fee in the amount equal to Five Hundred (\$500.00) dollars effective January 1, 2007;

THEREFORE, IT IS RESOLVED that a capital improvement fee in the amount of **One Thousand (\$1,000.00) dollars** is to be paid to the Chestnut Grove Condominium Association by the purchaser upon the sale or transfer of any unit. No capital improvement fee shall be imposed on any gratuitous transfer of a unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild. The monies generated by this capital improvement fee shall be placed in a capital improvement fund and may be expended only for new capital improvements or replacement of existing common elements and may not be expended for operation, maintenance or other purposes.

The capital improvement fee shall be paid at the time of settlement upon the sale or transfer, and no deed shall be transferred or recorded until the capital improvement fee is paid to Chestnut Grove Condominium Association. Delinquent payment of the capital improvement fee shall be collected in the same manner as any other delinquent assessment.

THE RESOLUTION BECOMES EFFECTIVE October 1, 2022.

IN WITNESS WHEREOF and as approved by the Board of Directors of the Chestnut Grove

Condominium Association on the 12th day of July, 2022.

Louis J. White

John D. ...

Narcia Rodenbaugh

Victoria H. ...

Judith L. Napoleon



SCHEDULE OF ADMINISTRATIVE RESOLUTIONS

RULE NUMBER	DATE	TITLES
1	9/27/84	Amended Administrative Resolution #1
2	12/11/97	Withdrawal of all resolutions except #1 and #18
3	12/11/97	Pets
4	12/11/97	Vehicles
5	12/11/97	Oil Billing
6	12/11/97	Lease Rider
7	12/11/97	Rules and Regulations Compliance Procedures
8	12/11/97	Common Expense Assessment and Other Fee Procedures 99
9	2/15/01	Waterbeds, Jacuzzies and the Like
18	12/14/94	Assigned Parking Spaces

CHESTNUT GROVE CONDOMINIUM
AMENDED ADMINISTRATIVE RESOLUTION #1
RULES AND REGULATIONS

WHEREAS, Article V Section 3 of the Chestnut Grove Condominium Code of Regulations gives Council the duty for the promulgation and enforcement of rules and regulations governing the use of the Property and Common Elements; and

WHEREAS, Article IX Section 3 of the Chestnut Grove Condominium Code of Regulations further details those use restrictions of the Common Element; and

WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

BE IT THEREFORE RESOLVED THAT:

1. General Policy

- A. Nothing shall be shaken, thrown or discarded from windows and patios.
- B. No flammable, combustible or explosive substance in dangerous quantity shall be kept in any Condominium Unit. All kerosene must be stored in approved containers no larger than five gallons. These containers must be stored on patios or balconies.
- C. Nothing shall be stored upon any of the Common Elements.
- D. No waste or debris shall be placed upon any of the Common Elements.
- E. Outdoor clothes dryers, or clothes lines, are not permitted upon any of the Common Elements at any time. No clothing, laundry or the like shall be hung from any part of any Condominium Unit or upon any of the Common Elements or from or upon any balcony or patio.
- F. No motorized vehicles or other similarly large articles shall be stored upon any balcony or patio, although any balcony or patio may be used in conjunction with normal furniture, furnishings and bicycles. Each Unit Owner and resident shall ensure that the Unit exterior and patio or balcony present a tidy appearance so as not to cause offense to other residents or otherwise detract from the appearance of the Condominium as a whole. Children's toys may not be left overnight on balconies, patios, or any common element.
- G. No activity which damages or causes undue deterioration to any part of the Common Element, including grass covered areas, flower beds, trees, plants and shrubs, is permitted. Vehicles of any kind, including bicycles, are not permitted on grass covered areas.

- G. (cont.) Residents must ensure that their children understand and comply with this rule.
- H. No ball playing shall be allowed on the Common Elements. This includes any games involving ball, frisbees or other projectiles.

2. Animals and Pets

- A. Animals and pets must be controlled by the owner (or their delegate) so as not to cause offense or be a nuisance to other residents. Animals must not be allowed to frighten or harass residents; cats may run free, but dogs must be placed on a leash. Dogs must not be staked with access to common ground.
- B. The animal's owner (or delegate) is responsible for the removal of any animal waste in any undesignated areas. Any animal waste which is placed into trash containers in the trash collection areas must be securely contained in plastic bags so as not to cause leakage or odors. The owner of the animal is responsible for the removal of any such leakage from bags and trash containers however this is caused. The designated area is defined as the outer perimeter of Aspen Way on any unmowed area.

3. Architectural

- A. No exterior alteration, to include lighting fixtures (except holiday decorations), construction, landscaping, addition to or removal of any part of any Condominium Unit or Common Elements shall be commenced or conducted without written approval from the Council, except as provided for elsewhere in these Rules and Regulations.
- B. Except for such signs as may be posted by the Declarant or the Council of Unit Owners for promotional or marketing purposes, traffic control or the like, no signs of any character, including "for sale" or "for rent" signs, shall be erected, posted or displayed upon, in, from or about any Condominium Unit or the Common Elements without the prior consent in writing of the Council and under such conditions as they establish.
- C. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Condominium Unit or upon any of the Common Elements without the prior written consent of the Council.
- D. Residents may cultivate flowers and shrubs in existing beds or the Limited Common Element of their Unit, provided this causes no conflict with their neighbors. Any other alterations to the landscaping plan must have prior written consent of the Council.

CHESTNUT GROVE CONDOMINIUM
AMENDED ADMINISTRATIVE RESOLUTION #1
RULES AND REGULATIONS
Page 3

- E. All windows in a unit must have proper and adequate window covering. This specifically does not include sheets, blankets, bed spreads and other linens, boards or paper. Curtains, blinds, shades and shutters are acceptable.

4. Noise and Disturbance

- A. The performance of or participation in noisy activities or the operation of noise-producing appliances and equipment is forbidden between the hours of 10:30 P.M. and 7:00 A.M. This restriction includes the operation of dishwashers, clotheswashers, garbage disposal units, vacuum cleaners, typewriters and other similar noise-producing devices whose sounds may cause disturbance to neighbors. The operation of radios, televisions and stereo equipment may continue quietly between the above hours only with the strict proviso that, if it disturbs your neighbor in any way, the activity must be stopped or the volume adjusted so that the sound is inaudible in the bedrooms of adjoining Units.
- B. Private parties and picnics must be confined to the Unit Owner's private elements. Outdoor barbecue devices may only be operated on the ground level and must be positioned to reduce fumes and the risk of fire to second floor balconies. Parties, picnics and barbecues, organized by Council for the common enjoyment of all Chestnut Grove residents, may, from time to time, be held upon a suitable part of the Common Element, with the consent of Unit Owner whose Units bound the selected Common Area.

5. Trash

- A. Each resident must supply their own trash container with a lid; both container and lid must be identified with the unit number.
- B. All trash of any kind must be sealed within plastic bags and placed within a trash container with a lid securely replaced. Bags which are too large to fit into the containers must not be used. Very large, non-decaying items (such as cardboard cartons) need not be placed in containers, but must be confined within the trash collection room/area itself, as must all trash containers.

6. Vehicles and Parking

- A. No trailer, truck, commercial vehicle, camper, camp truck, house trailer, boat or the like, nor any junk vehicle or other vehicle on which current registration plates and inspection sticker are

CHESTNUT GROVE CONDOMINIUM
AMENDED ADMINISTRATIVE RESOLUTION #1
RULES AND REGULATIONS
Page 4

- A. (cont.) not displayed shall be kept upon any of the general Common Elements nor shall the repair or maintenance of automobiles or other vehicles be carried out on any of the Common Elements. Washing and cleaning of automobiles may be carried out provided no hose, from either outside spigot or indoor faucet, is used for this purpose.
- B. Vehicles, including motorcycles, belonging to either residents or their guests, must park only in designated areas. Designated areas include parking spaces between painted lines, and the driveways of Joshua Tree Units, but exclude all other parts of Aspen Way and the unpaved areas of the Condominium.

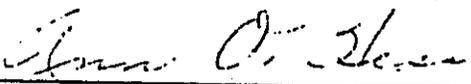
This Amended Administrative Resolution #1 supersedes both Administrative Resolution #1: Rules and Regulations and Administrative Resolution #11: Addendum to Administrative Resolution #1 as previously adopted.

ATTEST:



Clark S. Frame, President
Chestnut Grove Condominium

9/27/84
Date



Ann O. Hess, Secretary
Chestnut Grove Condominium

9/27/84
Date

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #2

WITHDRAWAL OF ADMINISTRATIVE RESOLUTIONS

WHEREAS, Article V, section 3 of the Chestnut Grove Condominium Code of Regulations gives Council the powers and duties of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

WHEREAS, Article IX, Section 3 of the Chestnut Grove Condominium Code of Regulations, Use Restrictions, further details those powers of Council;

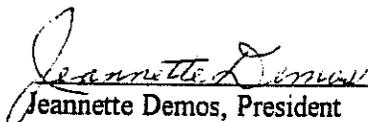
WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

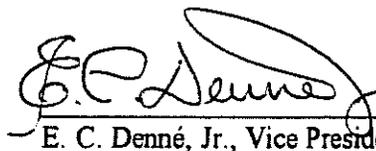
NOW THEREFORE BE IT RESOLVED, that Administrative Resolutions dated before December 11, 1997, with the exception of Amended Administrative Resolutions #1 and Administrative Resolution #18, be withdrawn in entirety, be renumbered and replaced by resolutions #2 through #8 as follows:

RULE NUMBER	RULE DATE	TITLES
1.	9/27/84	Amended Administrative Resolution #1
2.	12/11/97	Withdrawal of all resolutions except #1 and #18
3.	12/11/97	Pets
4.	12/11/97	Vehicles
5.	12/11/97	Oil Billing
6.	12/11/97	Lease Rider
7.	12/11/97	Rules and Regulations Compliance Procedures
8.	12/11/97	Common Expense Assessment and Other Fee Procedures
18.	12/14/93	Assigned Parking Spaces

In the future when there is a need to change any of the above rules, a change to the rule would have a suffix "A" for the first change, "B" for the second, etc. For example, changes to rule number six would be 6A, 6B, 6C etc.

ATTEST:


Jeannette Demos, President
Chestnut Grove Council
Date 12/11/97


E. C. Denné, Jr., Vice President
Chestnut Grove Council
Date 12/11/97

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #3

"PETS"

AMENDMENT TO AMENDED RESOLUTION NO. 1
PARAGRAPHS 2A AND 2B

WHEREAS, Article V, section 3 of the Chestnut Grove Condominium Code of Regulations gives Council the powers and duties of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

WHEREAS, Article IX, Section 3 of the Chestnut Grove Condominium Code of Regulations, Use Restrictions, further details those powers of Council;

WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

NOW THEREFORE BE IT RESOLVED, that Amended Administrative Resolutions #1, paragraphs 2A and 2B be amended as follows:

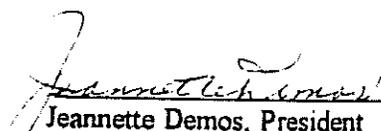
Cats or other pets may not run free nor be staked with access to the common grounds

No additional dogs will be allowed by owners, tenants or visitors after December 11, 1997 as voted unanimously by Council after considerable review.

Dogs that have been registered with Chestnut Grove Management before December 11, 1997 will be "grandfathered" with due consideration by Council for specific cases brought to Council's attention. Rules for these "grandfathered" dogs are as follows:

1. Dogs must be registered by December 11, 1997.
2. Dogs must be inoculated as required by law.
3. Dogs must be controlled by the owner to prevent disturbance to neighbors. Dogs are not permitted to run free in Chestnut Grove nor are they permitted to be staked with access to the common grounds
4. A leash no longer than 6 feet must be used.
5. The designated area for dog-walking is only the unmowed area along the outer perimeter of Aspen Way.
6. Waste from the owner's dog is to be picked up by the dog owner and disposed properly.
7. Neighbors' rights and peace must be respected. No dog shall be permitted to cause or create a nuisance, unreasonable noise or disturbance, nor shall the dog be permitted to catch, pursue, or harass any wild creature, another dog or person.
8. **The enforcement procedure for dogs is a charge to the condominium owner of \$75.00 for the first violation. If the dog has not been registered, an additional fine of \$200 is levied, and a mandatory removal of the dog from Chestnut Grove is required. A \$100 fine is levied for a second violation, and a mandatory removal of the dog from Chestnut Grove is required. If the dog must be removed, a date will be established at 30 days hence, and, thereafter, a \$50 fine levied for each week the dog has not been removed. The unit owner may present an appeal at the next Council meeting.**
9. Non payment of these fines is explained in Resolution #8 except that the \$50 per week fine will continue concurrently until the dog is removed.

ATTEST:


Jeannette Demos, President
Chestnut Grove Council
Date 12/11/97


E. C. Denné, Jr., Vice President
Chestnut Grove Council
Date 12/11/97

CHESTNUT GROVE CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 4

ADDENDUM TO AMENDED RESOLUTION NO. 1

VEHICLES

WHEREAS, Chestnut Grove Condominium (the "Condominium") by and through its Council of Unit Owners (the "Council"), is administered, managed and operated under and subject to that certain Declaration of Amendment of Condominium Declaration for Chestnut Grove (the "Declaration") recorded in the Office of Recorder of Deeds of bucks County at Book D2380, Page 424, et seq.; and

WHEREAS, the Condominium is also administered, managed and operated by the Council under and subject to that certain Code of Regulations (the "Code") recorded in the Office of the Recorder of Deeds of Bucks County at Book D2380, Page 435, et seq.; and

WHEREAS, under and subject to the Declaration the Property comprising the Condominium has been submitted to the provisions of the Pennsylvania Unit Property Act (the "UPA"), 68 P.S. paragraph 700.101, et seq., including paragraph 700.307(1) granting the Council certain powers, including the power to manage the business, operation and affairs of the Condominium property; and

WHEREAS, under and subject to those provisions of the Pennsylvania Uniform Condominium Act (the "UCA" 68 PA. C.S.A. paragraph 3101, et seq., made applicable to the Condominium, in particular Subsections 3302 (a), (6), (9) and (16), the Condominium is provided with certain powers to regulate, license and govern the Condominium, including the Common Elements; and

WHEREAS, under and subject to Article V, Section 3 (d) of the Code, the Council is given the power to promulgate and enforce Rules and Regulations; and

WHEREAS, Article IX Section 3 (g) of the Code establishes a Prohibited Use and policy regarding parking of automobiles and other vehicles on the Common Elements; and

WHEREAS, Article XV, Section 1 of the Code obligates each Owner to comply with Parking and Traffic Rules and Regulations adopted by Council; and

WHEREAS, all Units and Unit Owners who hold title to the Units comprising the Condominium are obligated to comply with the Declaration by not engaging in an Prohibited Uses; and

WHEREAS, upon review and consideration, the Council has determined that it has an obligation to enforce the Prohibited Use Restrictions stated in the Code;

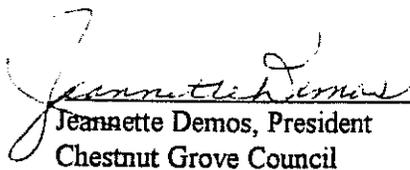
NOW THEREFORE, BE IT RESOLVED, that Amended Administrative Resolution No. 1, Subsections 6.A. and 6.B. be replaced in entirety as follows:

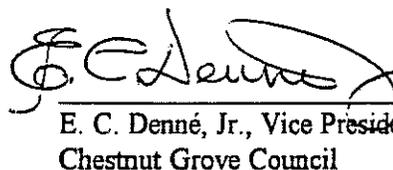
Except as may be provided in the Code of Regulations, any two or four wheeled vehicle that fits in the standard parking space may park in designated parking spaces **except** no junk vehicle or other vehicle on which a current license plate or current inspection stickers are not displayed, nor any trailer, commercial vehicle, van, truck tractor, house trailer, mobile home, *RV*, boat, stored vehicle or the like shall be kept maintained or parked upon any of the Common Elements, nor shall the repair or maintenance of automobiles or other vehicles be carried out on any of the Common Elements, or within or upon any Condominium Unit. For purposes of enforcement hereof:

1. Commercial vehicles will include but not be limited to any motor vehicle containing commercial lettering or have open loads of commercial material such as ladders, wheel barrows, construction materials, etc. or are outfitted for commerce such as racks for ladders, pipes, lumber, and the like. This restriction of commercial vehicles does not apply to commercial vehicles servicing the Chestnut Grove Community.
2. For purposes of enforcement, the term "van" shall be deemed to apply to other than passenger vans used solely for the purposes of personal transportation of a Unit Owner and their family, and/or the occupants of a Unit.
3. Washing and cleaning of vehicles may be carried out provided no hose from either outside spigots or indoor faucets is used for this purpose.
4. These vehicle rules and regulations apply to residents and visitors 24 hours a day, 7 days a week.
5. Unit Owners and/or the occupants of a Unit who park, keep or maintain a vehicle upon the Common Elements or any Unit in violation of this Rule #4 shall be subject to a fine of twenty five dollars (\$25.00) for each violation. Non payment of fines is explained in Chestnut Grove Condominium Administrative Resolution #8.
6. In addition to fines, if any, levied for a breach under paragraph 5 hereof, vehicles parked upon the Common Elements in violation hereof may be removed from the property in accordance with the following procedure:
 - a. The Owner of the vehicle in violation hereof shall be identified by any reasonable means available to the Council, including by reference to Pennsylvania Vehicle Registration files.

- b. The Council, or its Management Agent, shall send a written Notice by first class mail, postage prepaid, and/or by posting upon the vehicle, to the owner of the vehicle, and/or to the owner of the Unit which the vehicle owner occupies stating that the Unit Owner and/or vehicle owner have ten (10) days from the date of the notice in which to permanently remove the offending vehicle from the Common Elements, and advising of any fine or fines, levied, or to be levied, if the vehicle is not timely and permanently removed from the Common Elements.
- c. If the Unit Owner and/or vehicle owner does not permanently remove the offending vehicle from the Common Elements within ten (10) days of the date of the aforesaid Notice, then the Council may have the vehicle towed and removed from the Condominium, and/or levy a daily fine for each day upon which the vehicle is parked upon the Common Elements against the Unit Owner and/or the vehicle owner; in addition, the Council may pursue all legal remedies available to the Condominium to secure recovery of all costs and fines levied and costs of the removal of the offending vehicle from the Condominium.
- d. All fines, costs, fees, and expenses including reasonable attorney's fees levied and/or incurred by the Condominium to secure the removal of the offending vehicle, shall be, and shall remain until paid, a lien in the same manner as a Common Expense Assessment against the Unit in which the owner of the offending vehicle resided, and shall be, and shall remain, until paid, the personal obligation of the Owner of the Unit in which the vehicle owner resided, payable and enforceable against the Owner in the same manner as a Common Expense Assessment. See Administrative Resolution #8.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #5

OIL BILLING PROCEDURE

WHEREAS, Article V, section 3 of the Chestnut Grove Condominium Code of Regulations gives Council the powers and duties of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

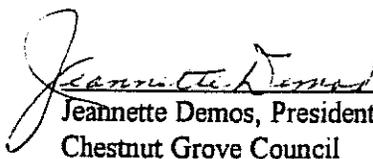
WHEREAS, Article IX, Section 3 of the Chestnut Grove Condominium Code of Regulations, Use Restrictions, further details those powers of Council;

WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

NOW THEREFORE BE IT RESOLVED THAT:

1. It is the duty of the Council of Unit Owners of Chestnut Grove Condominium Association to provide oil and oil heat to all applicable buildings of Chestnut Grove Condominium requiring same and collect the charges and all delinquent penalties therefore. Town house owners of buildings numbers 8, 9, 10, 13 and 14 are responsible for heating those units since they have their individual heaters.
2. Individual charges shall be computed based upon the formula that from time to time may be adopted by Council and which currently is in effect as detailed in the Tenant Package available from Management.
3. Individual unit owners will be obligated for charges of oil and oil heat as determined by the formula and/or any additional charges relating thereto levied by Council.
4. The Council will administer to the reading of the meters, determine the individual charges, maintain the heat delivery system and arrange for the individual billing of the unit owners. The Council from time to time may assign to an agent the billing of the individual unit owners.
5. The Council is also hereby empowered to collect the above described charges plus penalties that may have been levied per ARTICLE VIII, Section 5 of the *Code of Regulations for Chestnut Grove Condominium*.
6. Oil Bills are sent out about the 16th of the month and are due the first of the following month. Payment is delinquent on the eleventh (11th) day of the following month. Non payment of oil bills is explained in Chestnut Grove Condominium Administrative Resolution #8.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council

CHESTNUT GROVE CONDOMINIUM
ADMINISTRATIVE RESOLUTION NO. 6

LEASE RIDER

WHEREAS, Article V, Section 3, of the Chestnut Grove Condominium Code of Regulations gives Council the duty of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

WHEREAS, Article IX Section 2, requires the owner of any condominium unit who leases such unit to promptly forward a copy of said lease to the Council immediately following the execution of such lease; and

WHEREAS, Chestnut Grove Council of unit owners wishes to further insure that investor/owners inform their tenants of the provisions of the Declaration of the Code of Regulations and of any other such rules and regulations relating to the use of the common elements, or other "house rules", as the Council shall from time to time promulgate...

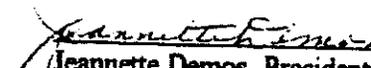
NOW THEREFORE BE IT RESOLVED THAT:

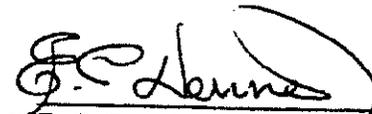
In addition to providing Council with a fully executed copy of the Lease Agreement, investor/owners shall also provide to Council a fully executed copy of a Lease Rider (copy attached) whereby the investor/owner agrees to provide the Lessee with a Tenant Information Package and the Lessee acknowledges receipt of same and attests to the reading and understanding of the rules and regulations of the community and agrees to abide by same.

The Tenant Information Package is available from Management for ten dollars (\$10.00) a copy. Having current information, this package is updated at least once a year.

A twenty five dollar (\$25.00) fine will be levied against the unit owners who do not comply. Non payment of fines is explained in Administrative Resolution #8.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council

**CHESTNUT GROVE CONDOMINIUM
ADMINISTRATIVE RESOLUTION #8**

**COMMON EXPENSE ASSESSMENT AND OTHER FEE PROCEDURES
INSUFFICIENT CHECK PROCEDURES**

WHEREAS, Article 1, Section 1, Paragraph (F) of the Declaration creating Chestnut Grove provides for a Council which shall manage the business, operation and affairs of the property; and

WHEREAS, Article V, Section 3b of the Code of Regulations establishes Council's power for the determining, assessment and collection of funds and delinquent funds for Common Expenses; and

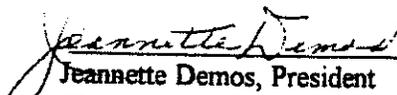
WHEREAS, Chestnut Grove Council of Unit Owners wishes to clearly define the administrative procedures to carry out the collection of any such delinquent assessments:

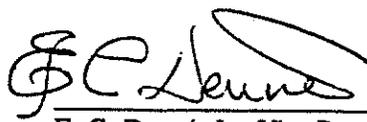
NOW THEREFORE BE IT RESOLVED THAT:

1. All monthly condominium assessment fees, oil bills, fines and any other charges owed Chestnut Grove Condominium Association are due by the first day of the applicable month. The amount owed that is not received by the tenth (10th) of the month shall be termed delinquent. On the eleventh (11th) of each month, a delinquent fee of twenty five dollars (\$25.00) will be automatically added without notice to EACH delinquent fee. Any Condominium Unit with a balance over thirty (30) days, including late charges, fines, etc. will be charged an additional twenty five (\$25.00) each month until the account is current. All late fees will be added automatically to every delinquent account without notice.
2. Those fines levied by Council where a date that Council assigns has not been met for such things as painting doors, painting and repairing fences, painting and repairing porch railings, keeping patios according to the rules, etc., will be added to the monthly amount owed and will be subject to the monthly collection dates and fees noted in paragraph number one above. If this type violation has not been corrected within four (4) weeks from the date assigned by Council, no further weekly fine will be added, Council will have the violation corrected, and the owner will be billed for the work, all of which will be added to the monthly amount owed per paragraph one above.
3. On the next monthly billing, any delinquent Unit Owner shall be notified of any past due status. The notices shall reflect the amount due plus delinquent fee charges. Failure to give notice shall in no way relieve the Unit Owner of an obligation to pay.
4. No unit owner shall be eligible to vote, either by person or by proxy, who is shown on the books to be more than thirty (30) days delinquent in any payment.

5. When any Unit Owner carries a delinquent status equal to at least two hundred fifty dollars (\$250.00), a letter shall be sent by certified mail in advance of the next Council meeting advising him/her that the Council will take one of the following actions at the time of the next Council meeting providing the Unit Owner has not paid in full by the time of that Council meeting:
 - 5.1. Council shall accelerate payments of the remaining monthly installments for the fiscal year including any other amounts owed. The entire amount shall become due and payable immediately.
 - 5.2. Institute legal proceedings for the collection of the entire amount due; including accelerated payments and, as provided by law, all related charges for collection of the delinquent account, court and legal costs, late fees, collection expenses and delinquency charges, or
 - 5.3. As provided by the Declaration, Code of Regulations and respective Amendments thereto, place a lien on the subject property.
6. Council may exercise any and all of its rights permitted by law, and may include public notice of the delinquent status of any Unit Owner at any time.
7. All insufficient fund checks will be considered as a late fee assessment and will have an applicable delinquent fee charged plus a \$25.00 insufficient check charge applied to the Unit Owner's account.
8. This Resolution is applicable, without exception, to all Unit Owners and all Units.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council

PREMISES: Unit No. _____ CHESTNUT GROVE CONDOMINIUM

LESSOR: _____

LESSEE: _____

TERM: FROM _____ TO _____

Notwithstanding anything to the contrary contained in the lease, Lessor and Lessee further agree as follows:

1. Lessor hereby agrees to provide Lessee with a Tenant Information Package which contains pertinent information about the community such as:
 - How to Contact the Management Company
 - Utility Information
 - Explanation of the Heating System
 - Explanation of Heat Billing
 - Rules & Regulations including compliance procedures

2. Lessee hereby accepts and acknowledges receipt of the Chestnut Grove Tenant Information Package, has read and understands the rules and regulations of the community and agrees to abide by same.

3. License # of Lessee Car or Cars _____

4. Make of Lessee Car or Cars _____

5. Lessee Phone No. _____

6. Pets: Household pets only, no dogs permitted. Has household pet been registered and inoculated as required by law? Yes _____ No _____

7. **Ten days after the Lease is executed a copy shall be forwarded to the Chestnut Grove Management Office: Continental Property Management, Inc. 975 Easton Road, Suite 202, Warrington, PA 18976 (215) 343-1550 Fax: (215) 343-4409**

Witness: _____ Lessee _____

Lessee _____

Witness: _____ Lessor _____

Lessor _____

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #7

RULES AND REGULATIONS COMPLIANCE PROCEDURES

WHEREAS, Article V, section 3 of the Chestnut Grove Condominium Code of Regulations gives Council the powers and duties of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

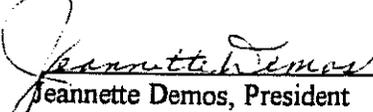
WHEREAS, Article IX, Section 3 of the Chestnut Grove Condominium Code of Regulations, Use Restrictions, further details those powers of Council;

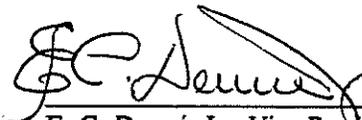
WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

NOW THEREFORE BE IT RESOLVED THAT:

1. Complaints regarding infractions of the rules and Regulations shall be received in the Management office in writing. The written complaint must provide sufficient detail to allow Management to take action. Confidentiality shall be maintained.
2. A warning letter shall be sent to the unit owner (whether resident or rentor), the resident violator (if applicable) and a blind copy to the complainant describing the violation. A date by which correction is to be made will be clearly stated in the warning letter--approximately two weeks after date of the warning letter.
3. The complainant must follow up after the correction date to make certain the violation has been corrected.
4. If the violation has not been corrected after that date, Management should be notified in writing by the complainant at which time Council may approve an appropriate fine. All fines will be levied against the unit owner. If the owner wishes to discuss this with the Chestnut Grove Council, an appointment should be made through Management.
5. Non payment of fines is explained in Administrative Resolution #8.
6. It should be noted that Council Members and Management are not always in a position to follow up to see whether corrective action has been taken. Only by the follow up and notification to Management by the complainant can this procedure be effective. Confidentiality shall be maintained.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #9

WATERBEDS, JACUZZIES AND THE LIKE

WHEREAS, Article V, section 3 of the Chestnut Grove Condominium Code of Regulations give Council the powers and duties of promulgating and enforcing rules and regulations governing the use of the property and common elements; and

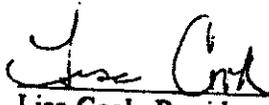
WHEREAS, Article IX, Section 3 of the Chestnut Grove Condominium Code of Regulations, Use Restrictions, further details those powers of Council;

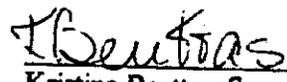
WHEREAS, Council has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provisions of its founding legal documents;

NOW THEREFORE BE IT RESOLVED THAT:

Waterbeds, Jacuzzies and the like are not permitted in the Chestnut Grove Community.

ATTEST:


Date 2-15-01
Lisa Cook, President
Chestnut Grove Council


Date 2/15/01
Kristina Beuttas, Secretary
Chestnut Grove Council

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
ADMINISTRATIVE RESOLUTION #18

ASSIGNED PARKING

WHEREAS, Chestnut Grove Condominium (the "Condominium") by and through its Council of Unit Owners (the "Council"), is administered, managed and operated under and subject to that certain Declaration of Amendment of Condominium Declarations for Chestnut Grove (the "Declaration") recorded in the office of Recorder of Deeds of Bucks County at Book D2380, Page 424, et seq.; and

WHEREAS, the Condominium is also administered, managed and operated by the Council under and subject to that certain Code of Regulations (the "Code") recorded in the Office of the Recorder of Deeds of Bucks County at Book D2380, Page 435, et seq.; and

WHEREAS, under and subject to the Declaration the Property comprising the Condominium has been submitted to the provisions of the Pennsylvania Unit Property Act (the "UPA"), 68 P.S. §700.101, et seq., including §700.307(1) granting the Council certain powers, including the power to manage the business, operation and affairs of the Condominium property; and

WHEREAS, under and subject to those provisions of the Pennsylvania Uniform Condominium Act (the "UCA") 68 Pa. C.S.A. §3101, et seq. made applicable to the Condominium, in particular Subsections 3302 (a) (6), (9) and (16), the Condominium is provided with certain powers to regulate, license and govern the Condominium, including the Common Elements; and

WHEREAS, under and subject to Article V, Section 3 (d) of the Code, the Council is given the power to promulgate and enforce Rules and Regulations; and

WHEREAS, Article XV, Section 1 of the Code obligates each Owner to comply with Parking and Traffic rules and Regulations adopted by Council;

NOW THEREFORE, BE IT RESOLVED, the Council hereby grants a conditional, revocable limited license to each Unit to park one (1) vehicle permitted under the Rules and Regulations, as amended, in one (1) Common Element parking space to be designated by the Council subject to the following conditions and limitations:

- A. The parking space designated for use by a Unit shall be, and shall remain at all times, without regard for the nature or length of any Unit Owner's or Occupant's use thereof, a portion of the Common Elements, subject to the control of the Council, and all applicable provisions of the Declaration, Code and Rules and Regulations of the Condominium, including, but not limited to, the power of the Council to reassign the space as the Council may deem necessary.
- B. When parking spaces are originally assigned, and if, at any time, a space, or spaces should be re-assigned by the Council, then the Association shall provide written notice of the assignment or reassignment to any Unit Owner directly affectedly the assignment and/or re-assignment.
- C. The parking space assigned by the Council to a Unit shall be indicated upon a map of the Common Element parking areas maintained by the Council in the Condominium's books and records; the said map shall be available for review by the Unit Owners during normal business hours.
- D. No more than one (1) parking space shall be assigned to a Unit
- E. The use of an assigned parking space may not be transferred as between Units or Unit Owners, except with the prior written approval of the Council, upon written application to the Council by the interested Unit Owners.

F. The limited license which may be granted by the Council to each Unit to use an assigned parking space may be terminated and/or a parking space may be reassigned by the Council due to: any change in the circumstances of the Condominium and/or any Owner or Occupant of a Unit; to comply with any applicable ordinance, regulation, law or statute; for breach of the Rules and Regulations; or as the Council may otherwise deem reasonably necessary in order to facilitate the administration, management and operation of the Condominium.

G. In assigning parking spaces, and/or in re-assigning parking spaces, the Council shall make reasonable efforts to assign parking spaces in a manner intended to make reasonable adjustments to accommodate the needs of the disabled.

H. No Unit Owner or Occupant of a Unit shall make use of any assigned parking space other than the space assigned to their Condominium Unit by the Council without the express, prior written consent of both the Unit Owner to whom such space has been assigned and the Council, nor shall any Unit Owner or Occupant invite, encourage or permit the use by their family, invitees or guests of parking spaces assigned to Condominium Units other than the parking space assigned to the Owner's and/or Occupant's Unit.

I. No vehicle belonging to any Unit Owner, or to any family member, invitee, guest or employee of any Unit Owner, shall be parked in a manner which unreasonably interferes with, or impedes, ready vehicular access to any parking space assigned to any other Unit Owner.

J. No personal property, nor any abandoned or non-permitted vehicles, shall be stored by an Owner or Occupant upon any assigned parking space, nor shall any parking space be permitted by any Owner or Occupant to accumulate trash or other debris.

K. As used herein, the terms "assign" and/or "assigned," are synonymous with and shall at all times be deemed to be synonymous with, the term "designate," and shall not be, nor be deemed to be, a term of conveyance, nor to create any right of use of any parking space, except such limited license as may be specifically granted by the Council under this Rule and Regulation.

L. By acceptance of the assignment of a parking space, and the use thereof by the Unit Owner and/or the Occupant of a Unit, the Owner and Occupant will be deemed to have agreed to indemnify and hold the Council, its officers, agents, servants, and employees, and the Chestnut Grove Condominium, harmless from all claims, causes of action, damages, judgments, liabilities, costs and fees, including attorney's fees, arising from personal injuries or property damages, if any, suffered by the Unit Owner and/or servants, and employees incident to the use of any parking space assigned to the Owner's or Occupant's Unit.

SO RESOLVED, this 14th day of December, 1993, by the Council in meeting assembled.

CHESTNUT GROVE CONDOMINIUM

By: /s/ Terri L. Brooks

President, Council of Unit Owners

ATTEST:

By: /s/Kristina Beuttas

Secretary, Council of Unit Owners



June 24, 2009

**Re: Revision to Association Rules and Regulations,
Smoke Alarms Required in Each Unit - Effective Immediately**

Dear Unit Owner/Resident,

The Association's insurance company has recently conducted a Risk Assessment Survey of the community. Traveler's Insurance has recommended that Council revise the Association's Rules and Regulations to require unit owners/residents to install smoke alarms that are audible in the bedrooms of each unit.

At the June 23, 2009 meeting, Council approved the following revision in accordance with Article X, Section 6 of the Code of Regulations:

Rules and Regulations - 1-I

Approved single-station or multiple-station smoke detectors, continuously powered by the house electrical service, shall be installed in every living unit within the building in accordance with the NFPA 101-2006, Section 30.3.4.5 (New) and 31.3.4.5 (Existing). When activated, the detector should initiate an alarm that is audible in the sleeping rooms of each unit.

As an alternative, battery powered wireless smoke detection systems may be installed. Battery powered wireless smoke detection systems must be UL listed, and contain a visual and/or audible means to determine whether the battery is operative. The battery powered smoke detector should also meet the requirements of NFPA 101-2006.

This revision to the Association's Rules and Regulations takes effect immediately.

Questions concerning this matter may be directed to the Council of Unit Owners through Eric Lindbloom, Property Manager, at 215-343-1550.

Sincerely,

Council of Unit Owners
CHESTNUT GROVE CONDOMINIUM ASSOCIATION

cc: Association files - Rules and Regulations
Helene Clary, CPM Settlement Coordinator

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
Abridgment of Rules and Regulations

GENERAL COMMENTS

These rules and regulations have been developed and continually reviewed by many Chestnut Grove Council Members for more than 15 years. Through these rules and regulations, it has been the purpose of Council to give guidance to the community so that the close relationship among neighbors may result in a more pleasant living experience for all concerned. Suggestions concerning these rules are welcomed from owners and tenants and will be given proper attention by Council. Your observance and understanding compliance is greatly appreciated by your Council and especially your neighbors.

VEHICLES

1. Vehicles, including motorcycles, must park in designated spaces. Vehicles are not permitted to remain unattended in all other areas.
2. The numbered parking spaces are reserved, one (1) space per unit, all others are for
3. general use.
4. Any two (2) or four (4)-wheeled vehicle may park in designated parking spaces **except:**
 - a. Commercial vehicles or personal vehicles with business advertising (those containing commercial lettering or have open loads of commercial material such as ladders, wheelbarrows, construction materials, etc.
 - b. Trailer, van (other than a van used solely to transport passengers), truck, tractor, house trailer, mobile home, RV, boat, stored vehicle or the like.
 - c. Vehicles that do not fit into a standard parking space (i.e.: inside the painted lines).
 - d. Junk vehicles or other vehicles on which current registration plates and/or inspection stickers are not displayed. (This includes abandoned vehicles)
 - e. Stored vehicles,.
5. Repair or maintenance of vehicles is not permitted.
6. Vehicles of any kind are not permitted on grass.
7. Vehicles may be washed by bucket **only**. Hose washing is not permitted.
8. Care should be taken in warmer weather, when windows are open, that fumes from a running vehicle do not disturb your neighbors.
9. Painted yellow curbs indicate that parking is not permitted.
10. The 15 MPH speed limit signs are to be observed, as well as yielding to pedestrians.
11. **These rules and regulations apply to residents and their guests 24-hours a day, 7-days a week. The restriction of commercial vehicles does not apply to commercial vehicles servicing the Chestnut Grove community.**
12. **The enforcement procedure for vehicle violations is a charge to the condominium owner of twenty-five dollars (\$25.00) for each occurrence. See Administrative Resolution #8 for non-payment of fines.**

OUTSIDE RULES

1. No exterior alteration, construction, landscaping, addition to or removal of any part of any condominium unit or common elements shall be done without written approval from the Council. The only exception is holiday decorations, which must be removed fifteen (15) days after the observance. Ornamental flags are not permitted.
2. No signs, including "For Sale" or "For Rent" may be erected without written approval from the Council.
3. No outside antenna, radio aerial or satellite dish shall be maintained outside a condominium unit without written approval from the Council.
4. Nothing shall be stored or displayed on common elements.
5. Outdoor clotheslines are not permitted.
6. No activity, which would cause damage to the common elements or is dangerous to others, is permitted. This ordinance includes, but is not limited to, ball playing, throwing Frisbees or other game objects, bicycle riding, in-line skating, skate boards, etc.
7. Residents may cultivate flowers and shrubs outside their respective units, provided there is no conflict with their neighbors. Any significant modifications to existing beds, shrubs or trees require written approval from the Council.
8. Private parties must be confined to the resident's unit and must observe the quiet hours.
9. Balconies or open patios may not be used for storage except for bicycles and/or outdoor furniture. Children's toys may not be left overnight on balconies, open patios or any of the common elements.
10. Barbeque devices may only be operated on the ground level and must be positioned to reduce fumes, smoke and the risk of fire to the second floor units. Storage of any barbeque devices must be in a well-ventilated, dry space, out of direct sun, and away from any open flame or ignition source. (Every light fixture, switch, air conditioner, heater, washing machine, clothes dryer, refrigerator, cell phone, hair dryer, vacuum cleaner, workman's drill, lighter, candle, stove, unless rated as intrinsically safe, is a potential ignition source.)
11. Storage of any combustible material is not permitted on exterior balconies or patios.
12. Jacuzzis and the like are not permitted in the Chestnut Grove community.
13. Unit numbers must be visible at all times (do not cover with wreaths).
14. Bird feeders are not permitted due to the squirrel and skunk population.
15. Litter, including tobacco products, on common elements is not permitted.
16. Bicycles are not to be locked to or stored on common grounds.

INSIDE RULES

1. Proper window treatments must be used with the white-side facing the outside. Bed sheets, cardboard, blankets, bamboo blinds, etc. are not permitted.
2. Nothing shall be shaken or discarded from windows or balconies.
3. All units must be equipped with either a single-station or multiple-station smoke detector, continuously powered by the house electrical service. As an alternative, battery-powered wireless smoke detectors may be installed.
4. Kerosene heaters are not permitted.
5. Storage of any combustible material is not permitted inside. (See Outside Rules #10)
6. Waterbeds "and the like" are not permitted in the Chestnut Grove community.

NOISE ABATEMENT

1. The performance of or participation in noisy activities or the operation of noise-producing appliances and equipment is forbidden between the hours of 10:30pm and 7:00am. This restriction includes the operation of dishwashers, clothes washers, garbage disposal units, vacuum cleaners and other similar noise-producing devices whose sounds may cause disturbance to neighbors. The operation of radios, televisions, stereo and electronic equipment may continue quietly between the above hours, only with the strict proviso that if it disturbs your neighbor in any way, the activity must be stopped or the volume adjusted so that the sound is inaudible in the bedrooms of adjoining units.
2. Private parties and picnics must be confined to the resident's units, and a reasonable noise level maintained so as not to disturb neighbors.

TRASH

1. Each resident must supply his or her own trash container, including a lid, and the resident's unit number on each.
2. Trash of any kind must be sealed in a plastic bag, placed in the trash container with the lid sealed tightly. However, very large, non-decaying items (such as cardboard cartons) need not be placed in containers, but must be confined within the trash collection room/area, as must all trash containers. Contact Management concerning the pick-up of larger items.
3. **RECYCLING RULES ARE TO BE OBSERVED.** Recycled materials must be placed in the proper containers provided by the Chestnut Grove trash contractor.
4. All empty containers must be taken in the same day when trash is picked-up.
5. No trash or recycling is to be kept on patios, balconies or by front doors.

PETS

1. Owner residents and tenants, with owner's permission, are allowed to keep domestic pets such as cats, birds and the like, provided they don't constitute a nuisance to others.
2. **CATS OR ANY DOMESTIC PETS ARE NOT ALLOWED TO RUN FREE.**
3. **NO ADDITIONAL DOGS WILL BE ALLOWED BY OWNERS, TENANTS OR VISITORS AFTER DECEMBER 11, 1997.**
4. Any dogs that have been registered with Chestnut Grove Management before December 11, 1997 were "grandfathered" with due consideration by the Council for specific cases brought to the Council's attention. Rules for these "grandfathered" dogs are as follows:
 - a. Dogs must be inoculated as required by law.
 - b. Dogs must be controlled by the owner to prevent disturbance to neighbors. Dogs **are not** permitted to run free in Chestnut Grove, nor are they permitted to be staked with access to the common grounds.
 - c. A leash no longer than six (6) feet must be used.
 - d. **The area for dog walking is only the un-mowed area along the outer perimeter of Aspen Way.**
 - e. Waste from the owner's dog is to be picked up by the dog owner and disposed properly.
 - f. Neighbors' rights and peace must be respected. No dog shall be permitted to cause or create a nuisance, unreasonable noise or disturbance, nor shall the dog be permitted to catch, pursue or harass any wild creature, another dog or person.
 - g. **The enforcement procedure for dogs** is a charge to the condominium owner of \$75.00 for the first violation. A \$100 fine is levied for a second violation, and a mandatory removal of the dog from Chestnut Grove is required. If the dog must be removed, a date will be established at 30-days hence, and thereafter, a \$50 fine levied for each week the dog has not been removed.
 - h. Non-payment of these fines is explained in Administrative Resolution #8, except that the \$50 per week fine will continue concurrently until the dog is removed.

RULES AND REGULATIONS COMPLIANCE PROCEDURE

1. Complaints regarding infractions of the Rules and Regulations shall be received in the Management office in writing. The written complaint must provide sufficient detail to allow Management to take action. Confidentiality shall be maintained.
2. A warning letter shall be sent to the unit owner (whether resident or tenant), the resident violator (if applicable) and a blind copy to the complainant describing the violation. A date by which correction is to be made will be clearly stated in the warning letter, approximately two (2) weeks after date of the warning letter.
3. The complainant must follow-up after the correction date to make certain the violation has been corrected.
4. If the violation has not been corrected after identified date, Management should be notified in writing by the complainant, at which time the Council may approve an appropriate fine. All fines will be levied against the unit owner. If the owner wishes to discuss this with the Council, an appointment should be made through Management.
5. Non-payment of fines is explained in Administrative Resolution #8.
6. It should be noted that the Council and Management are not always in a position to follow-up to see whether corrective action has been taken. Only by the follow-up and notification to Management by the complainant, can this procedure be effective. Confidentiality shall be maintained.



ARCHITECTURAL GUIDELINES – UPDATED JUNE 16, 2015

In accordance with Article X, Section 1 of the Code of Regulations, "It shall be prohibited for any unit owner to make any change or otherwise alter the exterior of any condominium unit or common elements, until the complete plans and specifications have been submitted and **approved** by Council."

Architectural request may be submitted to Council by submitting a letter which explains the complete nature of the request to:

Council of Unit Owners
Chestnut Grove Condominium Association
975 Easton Road - Suite 102
Warrington, PA 18976
Fax: 215-491-5620

Architectural requests are processed by Council in a timely manner. Do not proceed with your request until you receive written approval from Council. If you make an exterior change without Council approval, you may be required to correct the change or to restore the change to its original condition at your expense.

FIRST FLOOR PATIO FENCES – ATTACHED TO BRICK PILLARS

- **REPLACE** horizontal top rail with standard grade wood, to match existing.
- **REPLACE** vertical balusters with standard grade wood, approximately 2" wide to match existing.
- **STAIN** with Sherwin Williams Deckscapes solid stain, "Spicewood" SW 3021, to match existing.

FIRST FLOOR PATIO FENCES – FREESTANDING AND NOT ATTACHED TO BRICK PILLARS

- **REPLACE** with standard grade wood, 12" wide horizontal boards to match existing.
- **STAIN** with Sherwin Williams Deckscapes solid stain, "Pepperidge" SW 3017, to match existing.

SECOND FLOOR BALCONY HANDRAILS AND BALUSTERS

- **REPLACE** horizontal top rail with standard grade wood, to match existing.
- **REPLACE** vertical balusters with standard grade wood, approximately 2" wide to match existing.
- **STAIN** with Sherwin Williams Deckscapes solid stain, "Spicewood" SW 3021, to match existing.

(Continued on the other side of this page)

UNIT ENTRANCE DOORS

- **REPLACE** with same style metal doors (**PRIOR APPROVAL FROM COUNCIL REQUIRED**).
- **PAINT** with Sherwin Williams Resilience - formerly Exterior Expressions, SW6342 "Spicey Hue," to match existing. Effective July 25, 2006, MAB Light Orange #2 is no longer an approved color, and does not meet the architectural standards of the community. Effective February 23, 2010, MAB Dark Orange #315 no longer an approved color, and does not meet the architectural standards of the community. Effective April 1, 2013, Sherwin Williams Exterior Expressions "Earthen Jug" SW7703 is no longer an approved color and does not meet the architectural standards of the community.
- **TRIM** - Sherwin Williams Resilience - formerly Exterior Expressions, "Classical White" SW 2829

UNIT ENTRANCE STORM/SCREEN DOORS

Full view style only - Exterior color to match Sherwin Williams Resilience - formerly Exterior Expressions SW6041 "Otter". Effective April 30, 2013, Sherwin Williams Exterior Expressions, "Java" SW6090, is no longer an approved color and does not meet the architectural standards of the community.

- **PRIOR APPROVAL FROM COUNCIL REQUIRED** for replacement of existing, or installation of new storm/screen door.

GARAGE DOORS AND WOOD TRIM

- **REPLACE** with same style wood or metal door (**PRIOR APPROVAL FROM COUNCIL REQUIRED**).
- **PAINT** with Sherwin Williams Resilience - formerly Exterior Expressions, "Classical White" SW 2829, to match existing.

**SHERWIN WILLIAMS
(Formerly MAB Paints)
826 North Easton Road
Doylestown, PA 18901
215-345-6486
www.sherwin-williams.com**

WINDOWS - (Replace in same size and style as existing)

PRIOR APPROVAL FROM COUNCIL REQUIRED for replacement of existing, or installation of new windows. (Some windows appear to be "cloudy" or "foggy". This could be due to a broken seal in the casement of the window. Not only does the window appear to be unsightly, but it is also less energy efficient). Window replacement will be considered on an individual basis. When requesting a proposal from a contractor, please specify that the window should be replaced to match the existing style. The Architectural Committee plans to publish specifications for window replacement at a later date.

WINDOWS AND DOORS PURCHASED AT TOM ADAMS WINDOWS & DOORS, INC.

Exterior window color (frame) - "Timbertone"
Exterior window capping color - "Musket Brown"
Exterior siding glass door color (frame) - "Chelsea Brown"
Exterior siding glass door capping color - "Musket Brown"

Tom Adams Windows & Doors, Inc.
649 North Main Street
Doylestown, PA 18901
(215) 345-1111]

WINDOWS AND DOORS PURCHASED AT DAILEY MANUFACTURING COMPANY

Exterior color for all "Cocoa Brown"

Dailey Manufacturing Company
700 Davisville Road
Willow Grove, PA 19090
(215) 659-0477

WINDOWS PURCHASED AT ANDERSEN WINDOWS

- Exterior color - "Dark Bronze"

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
RESPONSIBILITY LIST

The following is a list of the unit owner and Association's maintenance, repair and replacement responsibilities. Basically, each member is responsible for maintaining their unit and the property owned or assigned to them. The Association is responsible for maintaining the common ground and the exterior of the buildings. The membership and the Association share jointly in maintaining the limited common elements, which are assigned to individual owners.

Maintenance functions include keeping items neat, clean and in their original condition. For balconies, this would include applying wood sealers. **Repairs** are defined as the physical activity to fix a damaged or broken item. **Replacement** would be the structural repair or complete replacement of an item. If you have any questions concerning your responsibilities, please contact the Association or the management company at 215-343-1550.

	<u>HOMEOWNER</u>	<u>ASSOCIATION</u>
<u>UNIT OWNER PROPERTY</u>		
A/C Units/Related Wires, Pipes, Condensate Lines		
Maintenance, Repairs, Replacement, Pad under Unit	X	
Alarm Systems (Private Units)		
Maintenance, Repairs, Replacement	X	
Appliances/Hot Water Heater		
Maintenance, Repairs, Replacement	X	
Basements		
Water Seepage		X
Sump Pumps (Maintenance, Repairs, & Replacement)		
Chimney/Fireplace		
Repairs, Cleaning	X	
Flashing Leaks, Caps		X
Dryer Vents		
Cleaning, Repairs, Replacement	X	
Doors (Entrance) & Frames		
Painting Outside & Locks & Hardware (in accordance with architectural guidelines)	X	
Frame Painting		X
Maintenance, Repairs, Replacement	X	
Doors (Garage)		
Painting (w/Association approved color)		X
Maintenance, Repairs, Replacement	X	
Doors (Sliding & Storm)		
Maintenance, Repairs, Replacement (in accordance with architectural guidelines)	X	
House Numbers (in accordance with architectural guidelines)	X	

	HOMEOWNER	ASSOCIATION
Lights/Entrance		
Maintenance, Repairs, Replacement		X
Bulb Replacement		X
Oil Tanks (located inside the unit)		
Leaks, maintenance, repair, replacement	X	
Roof Attic Fans (in accordance with architectural guidelines)		
Leaks, Maintenance, Repairs, Replacement	X	
Sewer Line (Private)		
Cleaning, Repairs and Replacement of Unit Line	X	
Shrubbery Inside Enclosed Areas	X	
Water Pipes (Within Unit)		
Maintenance, Repairs, Replacement	X	
Water Pipes (Outside Unit)		
Maintenance, Repairs, Replacement		X
Water Spigot (Common)		
Repairs, Replacement		X
Winterize/Summerize		X
Windows & Frames		
Glass & Unit Replacement (in accordance with architectural guidelines)	X	
Flashing Leaks, Caulking		X
Painting (w/Association approved color)		X
LIMITED COMMON ELEMENTS		
Balconies/Decks		
Snow Removal, Neat/Clean	X	
Waterproofing (w/Association approved color)	X	
Structural Repairs, Maintenance, Replacement		X
Balcony Handrail/Balusters/Staining (in accordance with architectural guidelines)	X	
Exterminating		
Inside Home, Outside Attached to Deck/Balcony	X	
Outside Attached to Building, Common Ground		X
Patios/Porches/Privacy Fences/Staining (in accordance with architectural guidelines)	X	
Maintenance, Repairs, Replacement	X	
Plantings & Weeding Between Patio & Fence	X	
Roof Sewer Vent Pipe		
Flashing Leaks		X
Replacement		X
Sump Pumps and Battery Back-Up		X

ASSOCIATION PROPERTY – BUILDING	HOMEOWNER	ASSOCIATION
Boiler Rooms (M-1 to M-25), boilers and above-ground oil tanks serving M-1 to M-25		
Electricity, Maintenance, Repairs & Replacement		X
Gutters, Downspouts and Splash Blocks		
Cleaning, Repairs, Replacement		X
Roofs		
Roof Leaks, Maintenance, Repairs		X
Entire Roof Replacement		X
Stucco/Brick Exterior		
Painting, Recaulking, Maintenance, Repairs, Replacement		X
Trim & Soffits		
Maintenance, Repairs, Replacement		X
Unit Structure		
Foundation		X
Slabs		X
ASSOCIATION PROPERTY – GROUNDS		
Common Roads, Parking Areas & Curbs		
Repairs, Replacement, Snow Removal		X
Driveways		
Snow Removal, Resealing, Repairs, Replacement		X
Apron Replacement		X
Entrance Signage		
Maintenance, Repairs, Replacement		X
Fences on Common Area		
Painting, Maintenance, Repairs, Replacement (in accordance with architectural guidelines)	X	
Lamp Posts/Site Lighting		
Painting, Maintenance, Repairs, Replacement		X
Oil tanks (above ground), serving units in Buildings 8, 9, 10, 13, 14 – Leaks, maintenance, repairs	X	
Replacement		X
Retaining Walls		
Maintenance, Repairs, Replacement		X
Sewer Lines		
Repairs of Common Main Line		X
Replacement of Common Main Line		X
Lawn Vent Cap Replacement, Cleaning		X

	HOMEOWNER	ASSOCIATION
Sidewalks (Common)		
Snow Removal, Repairs, Replacement		X
Street Signage		
Maintenance, Repairs, Replacement		X
Trash Enclosures		
Maintenance, Repairs, Replacement		X
ASSOCIATION PROPERTY - LANDSCAPING		
Detention Basins/Swales		
Mowing, Maintenance		X
Lawn Maintenance		
Mowing, Chemical Applications, Reseeding, Leaf Removal		X
Tree & Shrubbery Beds		
Mulching, Weeding, Leaf Removal, Chemical Application		X
Trees & Shrubbery		
Spraying/Fertilization, Trimming, Replacement		X
OTHER		
Fire Hydrants		
Maintenance	DOYLESTOWN TOWNSHIP MUNICIPAL AUTHORITY	
Mailbox Clusters		
Maintenance/Repair/Replacement		X
Individual Boxes, Locks, Keys	DOYLESTOWN POST OFFICE	
Water Mains (Common) Underneath Roadway and Parking Lot	DOYLESTOWN TOWNSHIP MUNICIPAL AUTHORITY	
Water Lines (Common) From Water Mains to Each Building/Lot		X



March 29, 2017

Re: REVISED RULE AND REGULATION - "NO PARKING" ON ASPEN WAY AT THE INBOUND AND OUTBOUND LANES AS DIRECTED BY THE FIRE MARSHAL (REFER TO MAP)

Dear Association Member/Resident,

On March 7, 2017, the Association received a letter from Mr. Rich Schea, Fire Marshal, of Doylestown Township. The letter states:

"Please post "No Parking" signs on the inbound and outbound lanes of Aspen Way. The fire code requires a 20 foot wide, unobstructed roadway for emergency access. The posting of "No Parking" signs on the inbound and outbound lanes of Aspen Way will allow unblocked and unrestricted access to the complex for emergency equipment. This will help to facilitate a more rapid response to the area in need."

In accordance with Article V, Section 3(d), of the Code of Regulations, *"The powers and duties of Council include the promulgation and enforcement of such Rules and Regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy, and maintenance of the condominium."*

At the March 28, 2017 meeting, Council approved a resolution to revise the Rules and Regulations in accordance with the fire marshal's request to restrict parking along the inbound and outbound lanes of Aspen Way (refer to map). The resolution is provided on the enclosed pages.

PLEASE RETAIN THE REVISED RULE AND REGULATION AND THE ENCLOSED RESOLUTION WITH YOUR ASSOCIATION DOCUMENTS

The revised Rule and Regulation applies to all unit owners, residents, tenants, and guests.

In the event that you decide to rent your unit, please provide each new tenant with a copy of the revised Rules and Regulations as you as the unit owner of record are responsible for their actions and compliance.

Thank you in advance for your understanding, cooperation, and full compliance with the revised Rule and Regulation. Questions concerning this matter may be directed to the Council of Unit Owners through Eric Lindbloom, property manager, at 215-343-1550.

Sincerely,

Council of Unit Owners
CHESTNUT GROVE CONDOMINIUM ASSOCIATION

EL/kl

Enclosure: Revised Rule and Regulation - "No Parking" on Aspen Way at the inbound or outbound lane, Administrative Resolution #8, and map describing inbound and outbound lanes on Aspen Way



RESOLUTION

TO REVISE THE ASSOCIATION'S RULES AND REGULATIONS TO RESTRICT PARKING ON THE INBOUND AND OUTBOUND LANES OF ASPEN WAY, AS DIRECTED BY THE FIRE MARSHAL OF DOYLESTOWN TOWNSHIP

MARCH 28, 2017

I. AUTHORITY

WHEREAS, in accordance with Article V, Section 3(d), of the Code of Regulations, *"The powers and duties of Council include the promulgation and enforcement of such Rules and Regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy, and maintenance of the condominium."*

II. PURPOSE

WHEREAS, on March 7, 2017, the Association received a letter from Mr. Rich Schea, Fire Marshal, for Doylestown Township, which states:

"Please post "No Parking" signs on the inbound and outbound lanes of Aspen Way. The fire code requires a 20 foot wide, unobstructed roadway for emergency access. The posting of "No Parking" signs on the inbound and outbound lanes of Aspen Way will allow unblocked and unrestricted access to the complex for emergency equipment. This will help to facilitate a more rapid response to the area in need."

III. WHEREAS, it is the intent that this revised Rule and Regulation shall apply to all unit owners, tenants, guests, invitees, or any others who have vehicles entering upon the Chestnut Grove Condominium Association, and that this revised Rule and Regulation shall remain in effect until otherwise rescinded, modified, or amended by a majority vote of the Council of Unit Owners.

IV. SPECIFICATIONS

NOW, THEREFORE, BE IT RESOLVED THAT the following Rule and Regulation which restricts parking at the inbound and outbound lanes of Aspen Way is hereby adopted by the Council of Unit Owners and shall read:

No parking shall be permitted at the inbound and outbound lanes along Aspen Way at the areas described on the enclosed map (refer to page 3 of this Resolution). This Rule and Regulation will apply to all vehicles 24 hours a day, 7 days a week.

The Enforcement Procedure for the violation of this Rule and Regulation is as follows:

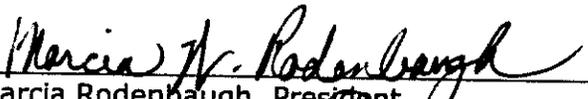
1. "No Parking" notice shall be placed on the vehicle or a letter requesting immediate compliance will be sent to the unit owner and/or resident.
2. Failure to comply with the written request as described in #1 above within five calendar (5) days will result in a \$50 fine assessed to the unit owner.
3. Failure to comply within the next five (5) calendar days will result in an additional \$50 fine.
4. Failure to comply within the next five (5) calendar days will result in an additional \$50 fine.
5. The continued violation will result in the towing of the vehicle to a "visitor" parking space within the community with towing charges assessed to the unit owner with payment due in thirty (30) days from the date of towing.
6. Non-payment of fines and/or towing charges shall be collected in accordance with Administrative Resolution #8.

V. EFFECTIVE DATE

This revised Rule and Regulation goes into effect Monday, April 10, 2017.

VI. EXECUTION

WHEREAS, be it resolved that the Council of Unit Owners approved a motion to adopt this Resolution to revise the Rules and Regulations to restrict parking on the inbound and outbound lanes of Aspen Way as directed by the Fire Marshal of Doylestown Township this twenty-eighth (28th) day of March 2017.



Marcia Rodenbaugh, President

3/28/17

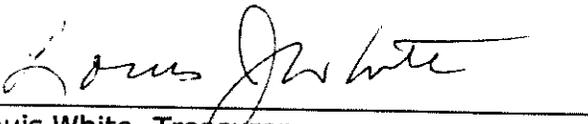
Date



Victoria Pyle, Vice President

3/28/17

Date



Louis White, Treasurer

3/28/17

Date



Jonathan Nielsen, Member at Large

3/28/17

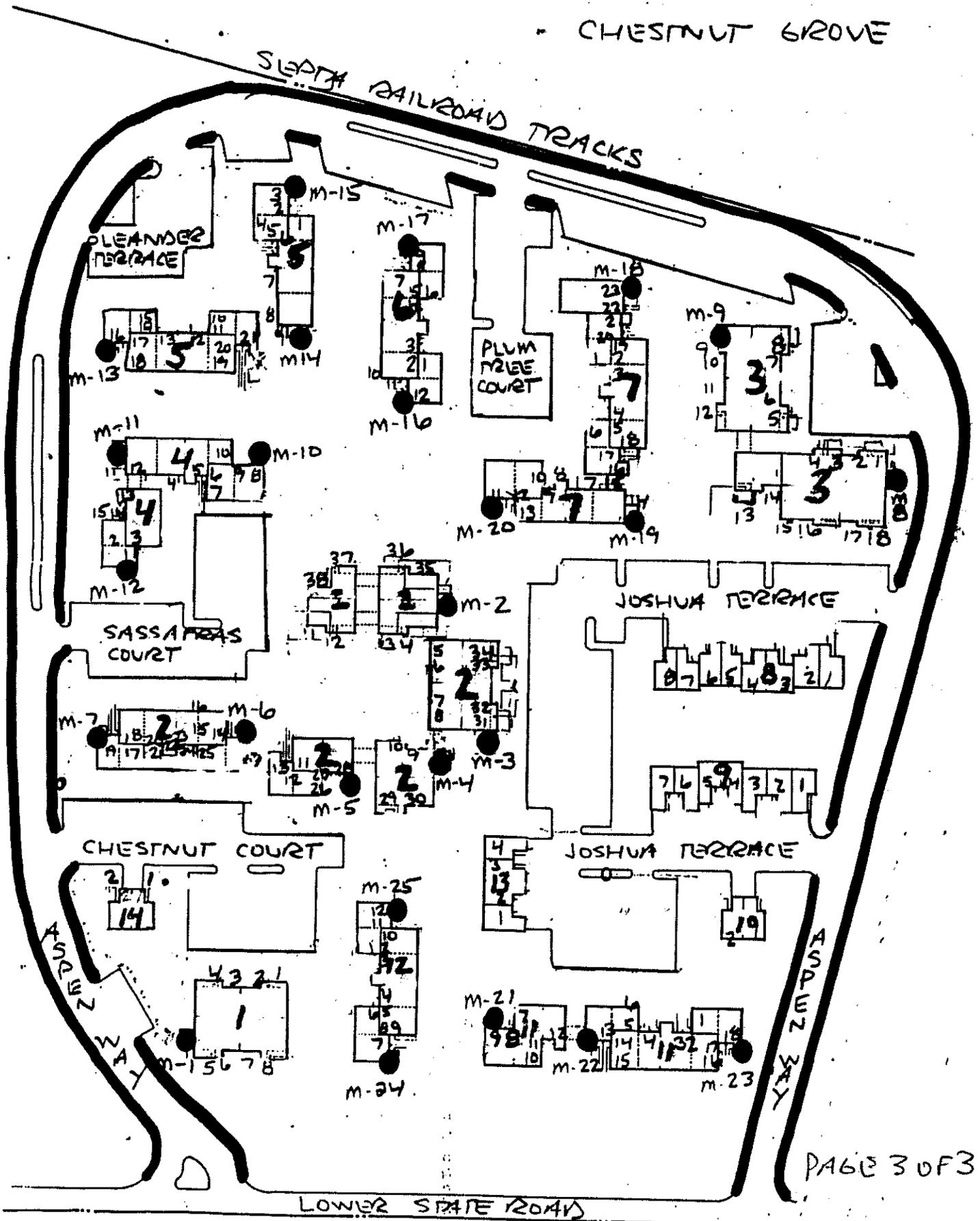
Date

VII. NOTIFICATION

WHEREAS, be it resolved that the Council of Unit Owners mailed this Resolution to all unit owners and tenants of record March 29, 2017.

MAP - INBOUND AND OUTBOUND LANES
ALONG ASPEN WAY - (SHADED)

• CHESTNUT GROVE





ASSOCIATION SNOW REMOVAL POLICY

Approved December 11, 2012

PARKING LOTS

The Association's contractor is responsible for plowing snow from common parking areas. If the snow accumulation is less than 6" to 8", the contractor will, at the end of the storm, plow the parking area cart-way and all empty parking spaces that day. If the accumulation is greater than 6" to 8", then, initially, the snow removal contractor will only plow the parking area cart-way and return to re-plow the cart-way as an additional 6" to 8" accumulates. Then, once the storm is over, the contractor will complete the plowing operations including the empty parking spaces. The contractor will return ONLY the following day to clean up the parking area and plow any additional vacant parking spaces. If a vehicle is not removed from a parking space after a snowstorm or before the contractor returns the day after the storm to re-service the parking area, then that parking space will not be plowed. It is the owner's responsibility to move their vehicle to allow for proper snow removal operations. It is not the Association's responsibility to remove snow between or around parked vehicles. That is the owner's responsibility.

Policy approved at December 11, 2012 meeting, with the following Council Members voting in favor:

Marcia Rodenbaugh, President
Douglas Clemens, Vice-President
Victoria Pyle, Treasurer
Sharyn Brauns, Secretary
(One Council member position vacant)

**CHESTNUT GROVE CONDOMINIUM
ADMINISTRATIVE RESOLUTION #8**

**COMMON EXPENSE ASSESSMENT AND OTHER FEE PROCEDURES
INSUFFICIENT CHECK PROCEDURES**

WHEREAS, Article 1, Section 1, Paragraph (F) of the Declaration creating Chestnut Grove provides for a Council which shall manage the business, operation and affairs of the property; and

WHEREAS, Article V, Section 3b of the Code of Regulations establishes Council's power for the determining, assessment and collection of funds and delinquent funds for Common Expenses; and

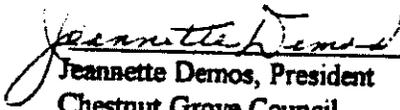
WHEREAS, Chestnut Grove Council of Unit Owners wishes to clearly define the administrative procedures to carry out the collection of any such delinquent assessments:

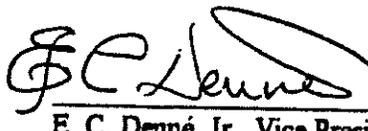
NOW THEREFORE BE IT RESOLVED THAT:

1. All monthly condominium assessment fees, oil bills, fines and any other charges owed Chestnut Grove Condominium Association are due by the first day of the applicable month. The amount owed that is not received by the tenth (10th) of the month shall be termed delinquent. On the eleventh (11th) of each month, a delinquent fee of twenty five dollars (\$25.00) will be automatically added without notice to EACH delinquent fee. Any Condominium Unit with a balance over thirty (30) days, including late charges, fines, etc. will be charged an additional twenty five (\$25.00) each month until the account is current. All late fees will be added automatically to every delinquent account without notice.
2. Those fines levied by Council where a date that Council assigns has not been met for such things as painting doors, painting and repairing fences, painting and repairing porch railings, keeping patios according to the rules, etc., will be added to the monthly amount owed and will be subject to the monthly collection dates and fees noted in paragraph number one above. If this type violation has not been corrected within four (4) weeks from the date assigned by Council, no further weekly fine will be added, Council will have the violation corrected, and the owner will be billed for the work, all of which will be added to the monthly amount owed per paragraph one above.
3. On the next monthly billing, any delinquent Unit Owner shall be notified of any past due status. The notices shall reflect the amount due plus delinquent fee charges. Failure to give notice shall in no way relieve the Unit Owner of an obligation to pay.
4. No unit owner shall be eligible to vote, either by person or by proxy, who is shown on the books to be more than thirty (30) days delinquent in any payment.

5. When any Unit Owner carries a delinquent status equal to at least two hundred fifty dollars (\$250.00), a letter shall be sent by certified mail in advance of the next Council meeting advising him/her that the Council will take one of the following actions at the time of the next Council meeting providing the Unit Owner has not paid in full by the time of that Council meeting:
 - 5.1. Council shall accelerate payments of the remaining monthly installments for the fiscal year including any other amounts owed. The entire amount shall become due and payable immediately.
 - 5.2. Institute legal proceedings for the collection of the entire amount due; including accelerated payments and, as provided by law, all related charges for collection of the delinquent account, court and legal costs, late fees, collection expenses and delinquency charges, or
 - 5.3. As provided by the Declaration, Code of Regulations and respective Amendments thereto, place a lien on the subject property.
6. Council may exercise any and all of its rights permitted by law, and may include public notice of the delinquent status of any Unit Owner at any time.
7. All insufficient fund checks will be considered as a late fee assessment and will have an applicable delinquent fee charged plus a \$25.00 insufficient check charge applied to the Unit Owner's account.
8. This Resolution is applicable, without exception, to all Unit Owners and all Units.

ATTEST:

 Date 12/11/97
Jeannette Demos, President
Chestnut Grove Council

 Date 12/11/97
E. C. Denné, Jr., Vice President
Chestnut Grove Council



ARCHITECTURAL SPECIFICATIONS FOR "SHADOWBOX" PRIVACY ENCLOSURES FOR ALL CHESTNUT GROVE UNITS

1. SCOPE:

Furnish all labor, materials and equipment to construct privacy enclosures for all Chestnut Grove units as approved by the Chestnut Grove Council.

2. MATERIALS:

- 2.1 Corner and intermediate posts – 4" x 4" hemlock, length depending on slope of ground.
- 2.2 Horizontal rails – 2" x 4" hemlock, lengths as required.
- 2.3 Fencing – 1" x 12" x 6'0" #2 white pine.

3. EXECUTION:

- 3.1 Top rails at corner posts to be half lapped, as shown on drawings. Top rails at end of enclosures to be carried over top of end posts to butt to 4" x 4" posts. See drawings for locations of top and bottom rails.
- 3.2 All corner and intermediate posts to be set in 12" x 12" concrete at least 18" into the ground. Extra soil to be removed from the site.
- 3.3 End posts at building must not be less than 2" from the exterior surface of the building. Posts or any part of the enclosure will not be attached in any way to the exterior surface of the building.

4. MISCELLANEOUS:

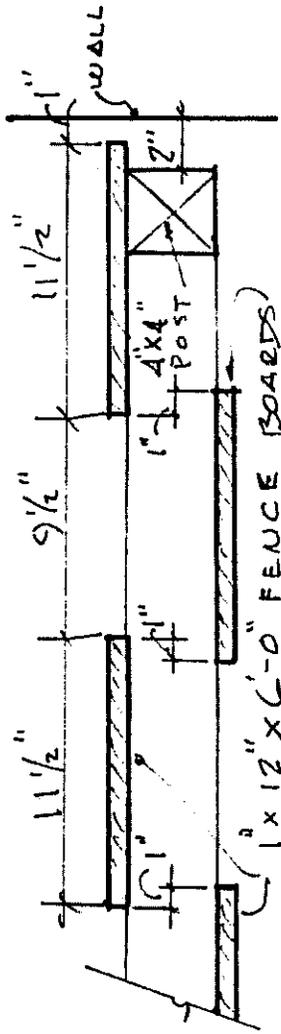
- 4.1 Use galvanized nails.
- 4.2 Stain to be Sherwin Williams Deckscapes solid stain "Pepperidge" SW 3017.
 - 4.2.1 All framing material, including full length of posts before erection into concrete base, shall be oil based stained two coats before fencing is applied.
 - 4.2.2 All fencing to receive two coats of oil base stain before fencing is applied.
 - 4.2.3 Touch up as necessary.

5. GATE:

Where required or requested, Joshua Tree units require a gate for access to oil fill.

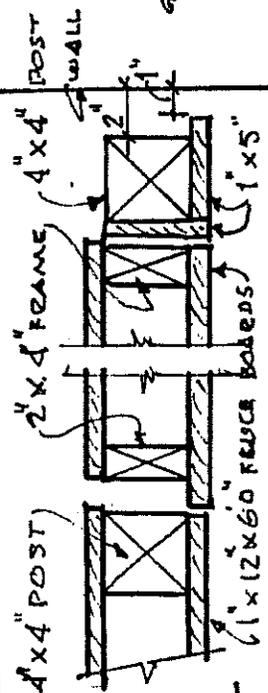
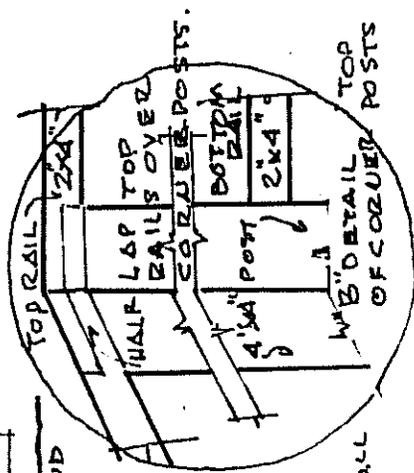
- 5.1 Gates to be same material as enclosures.
- 5.2 Hardware to be black finish hinges and latch.
- 5.3 Construction same as enclosure with a diagonal brace as shown on drawings.
- 5.4 Gate should swing out for safety.

- MANAGEMENT IS AVAILABLE TO ANSWER QUESTIONS REGARDING THE CONSTRUCTION.
- ASK YOUR QUESTIONS BEFORE CONSTRUCTION TO AVOID MISTAKES.
- ALL REQUESTS MUST BE MADE IN WRITING PRIOR TO CONSTRUCTION.

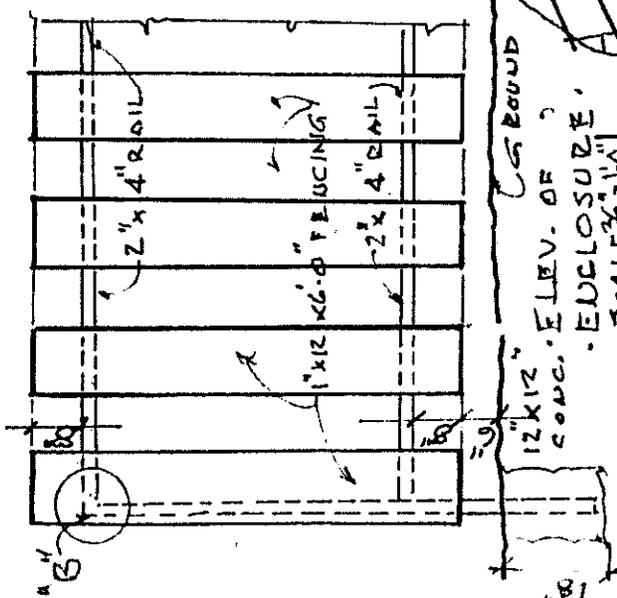


1x12x6 FENCE BOARDS
 HORIZONTAL LAYOUT OF FENCE
 SCALE 1/8"=1'

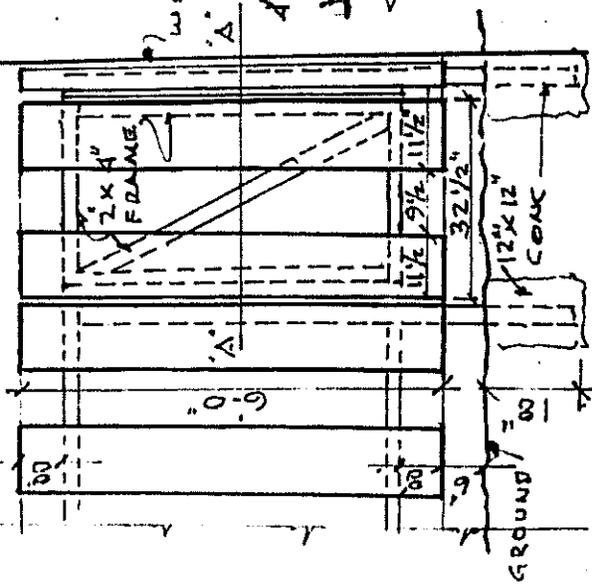
- TYPICAL DETAILS OF
- PRIVACY ENCLOSURE & GATE
- CHESTNUT GROVE CONDO



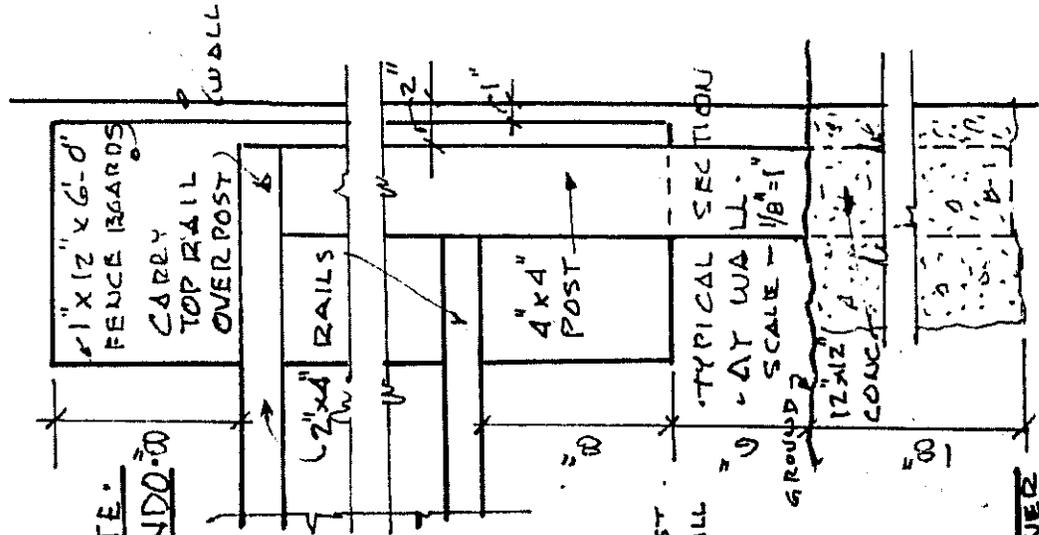
SECTION A-A
 SCALE 1/8"=1'



12x12 CONC. ELEV. OF ENCLOSURE
 SCALE 3/8"=1'-0"



ELEV. OF GATE
 SCALE 3/8"=1'-0"



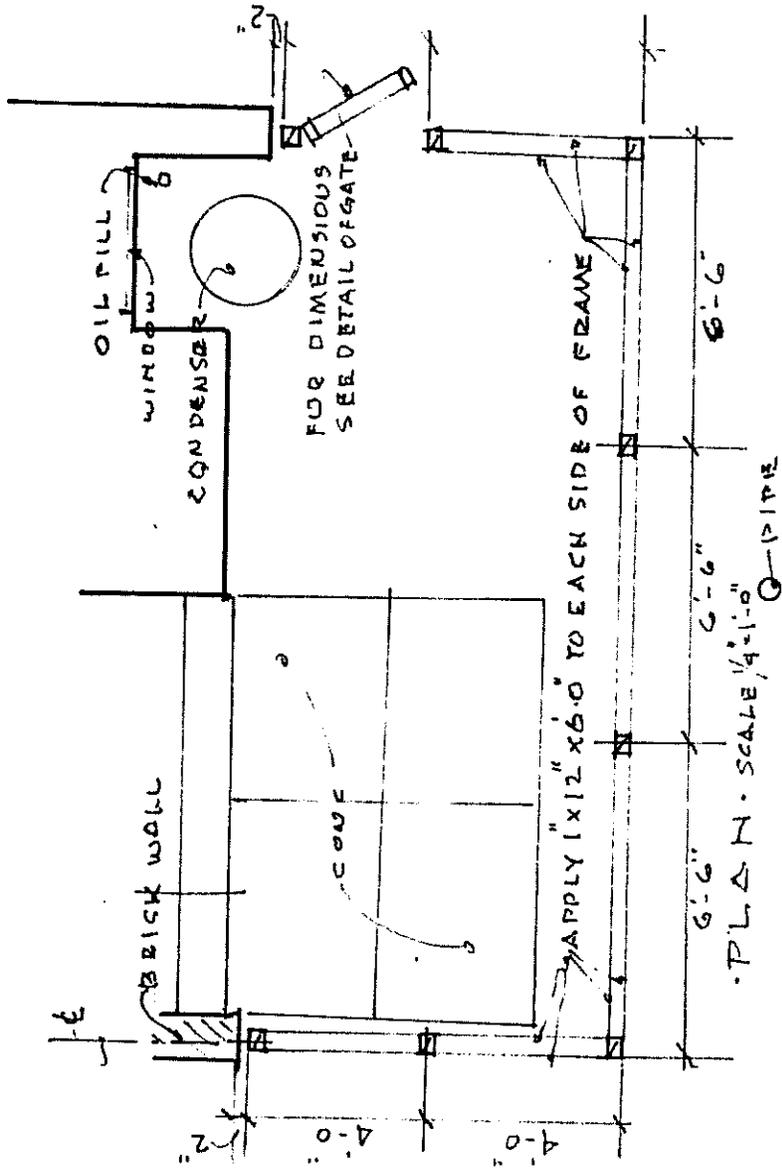
TYPICAL SECTION
 AT WALL
 SCALE 1/8"=1'

APPROVED GG/CA

ACCEPTED OWNER

DATE:

DATE:



· CHESTNUT GROVE, DOYLESTOWN, PA.

ACCEPTED, OWNER

DATE

APPROVED CG/CA

DATE

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2023 BUDGET

INCOME

Assessments	\$756,640
Oil	147,200
Boiler Maintenance	36,960
Resale Capital	10,000
Interest	8,200
Late Charges	4,000

TOTAL INCOME \$963,000

EXPENSES

Heating Oil	\$147,200
Water & Sewer	144,440
Grounds Maintenance	115,010
Insurance	114,500
Repairs & Maintenance	68,800
Management Service	56,080
Trash Removal	45,460
Repairs & Maintenance Boiler	36,960
Snow Removal	21,000
Site Lighting	12,000
Office & Administrative	9,700
Professional Services	4,000
Legal & Accounting	2,800
Corporate Tax	350

TOTAL EXPENSES \$778,300

RESERVE & CONTRIBUTED CAPITAL 184,700
(Includes Interest of \$7,750)

TOTAL EXPENSES & RESERVE \$963,000

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2023 BUDGET ANALYSIS

INCOME:

Assessments: The monthly assessment will range from \$241 to \$424, an increase of \$14 to \$25, depending on the type of unit in accordance with the Code of Regulations.

Oil: The Association charges the 165 members for the actual cost of the oil consumed by the central boiler systems.

Boiler Maintenance: The 165 members that are connected to the central boiler system are charged \$32 per month from November through May for boiler maintenance and utilities.

Resale Capital: It is projected that ten units will be resold and pay a capital contribution of \$1,000, which will be transferred to the capital fund.

Interest: Projected at 1.50% on the Association's operating, capital and reserve funds.

Late Charges: It is anticipated that some owners will pay their assessment or heat charge late each month and incur a late charge.

EXPENSES:

Heating Oil: Includes the estimated cost for the heating oil for the central system. This cost is billed directly to the 165 members that share the central boiler system.

Water & Sewer: Includes \$47.90 monthly sewer fee for 165 non-townhouse units. This amounts to \$94,840 annually plus a projected quarterly charge of \$9,400 for water. Also included are estimated quarterly water and sewer charges of \$3,000 for townhouse-style units which are billed from the Water Authority to the Association based on actual usage.

Grounds Maintenance: The services include 25 mowings and edgings per season, re-mulching and edging all of the shrubbery beds in the spring, trimming shrubbery in early summer and late fall, spring and fall cleanup, hand weeding, seasonal flowers at the entrance to the community, a turf application program and shrub insect control program. The budget also includes \$42,000 for lawn reseeding, bush replacement, tree pruning plus other grounds maintenance expenditures approved by Council.

Insurance: The Association will maintain building property coverage, directors & officers liability insurance, general liability insurance and fidelity coverage in accordance with FHA requirements. Each owner is responsible for obtaining their personal insurance, including a minimal amount of building coverage (not less than \$10,000) plus contents and liability coverage.

Repairs & Maintenance: Includes cleaning all gutters six times per year, thoroughly removing debris from downspouts once per year and all routine maintenance at an estimated monthly cost of \$5,500. Also provided is \$2,800 annually for possible common area exterminating.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2023 BUDGET ANALYSIS
-Continued-

Management Service: In accordance with the existing management agreement.

Trash Removal: The projected monthly cost is \$20.15 per unit.

Repairs & Maintenance Boiler: Includes the projected cost of \$32 per unit per cycle to maintain the central boiler system. This cost is charged directly to the 165 owners served by the Central Boiler System.

Snow Removal: Snow removal specifications provide for plowing streets and parking areas when accumulations are above one (1) inch and shoveling all sidewalks. The budgeted amount is the same as 2022. If the Association goes over the budget again in 2023, then a special assessment will be required.

Site Lighting: The cost of common area lights and boiler room electricity is projected to average \$1,000 per month.

Office & Administrative: Includes the cost of stationery, office supplies, assessment coupons, postage, copying, mailing and lockbox charges.

Professional Services: Fees associated with maintaining FHA approval for the Association, as well as conducting meter readings for the central boiler system.

Legal & Accounting: Provides an amount for the accountant to prepare the year-end report and tax return, plus possible legal fees.

Corporate Tax: The Association is responsible for paying tax on its net interest income.

RESERVE & CONTRIBUTED CAPITAL: In accordance with the Association's Reserve Analysis, which provides for a monthly unit contribution of \$74. The interest earned on the reserve fund, projected at \$7,500, will be retained in the account.

The Association has a total capital contribution assessment of \$10,000 budgeted for all re-sales of homes within the community, which will be placed in the capital account. All interest earned on the capital funds, projected at \$250, will be retained in the account.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2022 BUDGET

INCOME

Assessments	\$711,970
Oil	88,800
Boiler Maintenance	36,960
Resale Capital	5,000
Late Charges	3,200
Interest	<u>2,080</u>

TOTAL INCOME \$848,010

EXPENSES

Water & Sewer	\$144,440
Grounds Maintenance	108,510
Heating Oil	88,800
Insurance	80,000
Repairs & Maintenance	68,500
Management Service	53,920
Trash Removal	46,450
Repairs & Maintenance Boiler	36,960
Snow Removal	21,000
Site Lighting	11,400
Office & Administrative	9,000
Legal & Accounting	2,800
Professional Services	<u>2,500</u>

TOTAL EXPENSES \$674,280

RESERVE & CONTRIBUTED CAPITAL 173,730
(Includes Interest of \$1,780)

TOTAL EXPENSES & RESERVE \$848,010

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2022 BUDGET ANALYSIS

INCOME:

Assessments: The monthly assessment will range from \$227 to \$399, the same as charged since 2020 depending on the type of unit in accordance with the Code of Regulations.

Oil: The Association charges the 165 members for the actual cost of the oil consumed by the central boiler systems.

Boiler Maintenance: The 165 members that are connected to the central boiler system are charged \$32 per month from November through May for boiler maintenance and utilities.

Resale Capital: It is projected that ten units will be resold and pay a capital contribution of \$500, which will be transferred to the capital fund.

Late Charges: It is anticipated that some owners will pay their assessment or heat charge late each month and incur a late charge.

Interest: Projected at 0.50% on the Association's operating, capital and reserve funds.

EXPENSES:

Water & Sewer: Includes \$47.90 monthly sewer fee for 165 non-townhouse units. This amounts to \$94,840 annually plus a projected quarterly charge of \$9,400 for water. Also included are estimated quarterly water and sewer charges of \$3,000 for townhouse-style units which are billed from the Water Authority to the Association based on actual usage.

Grounds Maintenance: The services include 25 mowings and edgings per season, re-mulching and edging all of the shrubbery beds in the spring, trimming shrubbery in early summer and late fall, spring and fall cleanup, hand weeding, seasonal flowers at the entrance to the community, a turf application program and shrub insect control program. The budget also includes \$31,850 for lawn reseeding, bush replacement, tree pruning plus other grounds maintenance expenditures approved by Council.

Heating Oil: Includes the projected cost of \$2.22 per gallon for the heating oil for the central system. This cost is billed directly to the 165 members that share the central boiler system.

Insurance: The Association will maintain building property coverage, directors & officers liability insurance, general liability insurance and fidelity coverage in accordance with FHA requirements. Each owner is responsible for obtaining their personal insurance, including a minimal amount of building coverage (not less than \$10,000) plus contents and liability coverage.

Repairs & Maintenance: Includes cleaning all gutters six times per year, thoroughly removing debris from downspouts once per year and all routine maintenance at an estimated monthly cost of \$5,500. Also provided is \$2,500 annually for possible common area exterminating.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
2022 BUDGET ANALYSIS
-Continued-

Management Service: In accordance with the proposed management agreement.

Trash Removal: The projected monthly cost is \$20.59 per unit.

Repairs & Maintenance Boiler: Includes the projected cost of \$32 per unit per cycle to maintain the central boiler system. This cost is charged directly to the 165 owners served by the Central Boiler System.

Snow Removal: Snow removal specifications provide for plowing streets and parking areas when accumulations are above one (1) inch and shoveling all sidewalks. The budgeted amount is the same as the 2021 budget. IF the Association goes over budget in 2022 then a special assessment may be necessary.

Site Lighting: The cost of common area lights and boiler room electricity is projected to average \$950 per month.

Office & Administrative: Includes the cost of stationery, office supplies, assessment coupons, postage, copying, mailing and lock box charges.

Legal & Accounting: Provides an amount for the accountant to prepare the year-end report and tax return plus possible legal fees.

Professional Services: Fees associated with maintaining FHA approval for the Association, as well as conducting meter readings for the central boiler system.

RESERVE & CONTRIBUTED CAPITAL: In accordance with the Association's revised Reserve Analysis, which provides for a monthly unit contribution of \$74. The interest earned on the reserve fund, projected at \$1,750, will be retained in the account.

The Association has a total capital contribution assessment of \$5,000 budgeted for all re-sales of homes within the community, which will be placed in the capital account. All interest earned on the capital funds, projected at \$30, will be retained in the account.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
BALANCE SHEET
DECEMBER 31, 2022
(With Comparative Totals for December 31, 2021)

ASSETS

	Operating Fund	Capital Fund	Replacement Reserve Fund	Total 2022	Total 2021
Assets					
Cash and equivalents	\$ 65,534	\$ 192	\$ 348,959	\$ 414,685	\$ 388,989
Assessments receivable	7,159	-	-	7,159	5,688
Inventory - fuel oil	50,214	-	-	50,214	30,221
Other receivables	36,518	-	-	36,518	15,908
Prepaid expenses	(60,500)	(3,000)	63,500	-	-
Total Assets	\$ 98,925	\$ (2,808)	\$ 412,459	\$ 508,576	\$ 440,806

LIABILITIES AND FUND BALANCES

Liabilities					
Accrued expenses	\$ 26,140	\$ -	\$ -	\$ 26,140	\$ 36,336
Insurance claim exchange	63,800	-	-	63,800	63,092
Prepaid assessments	17,079	-	-	17,079	19,892
Total Liabilities	107,019	-	-	107,019	119,320
Fund Balances					
Operating Fund	(8,094)	-	-	(8,094)	43,323
Capital Fund	-	(2,808)	-	(2,808)	7,217
Replacement Reserve Fund	-	-	412,459	412,459	270,946
Total Fund Balances	(8,094)	(2,808)	412,459	401,557	321,486
Total Liabilities and Fund Balances	\$ 98,925	\$ (2,808)	\$ 412,459	\$ 508,576	\$ 440,806

See accompanying notes to financial statements.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
STATEMENT OF REVENUES AND EXPENSES
YEAR ENDED DECEMBER 31, 2022
(With Comparative Totals for the Year Ended December 31, 2021)

	Operating Fund	Capital Fund	Replacement Reserve Fund	Total 2022	Total 2021
Revenues					
Member assessments	\$ 543,576	\$ -	\$ 166,944	\$ 710,520	\$ 710,520
Special assessment	-	-	-	-	66,132
Capital contribution	-	5,000	-	5,000	7,000
Boiler service fee	36,960	-	-	36,960	36,960
Interest	19	47	4,127	4,193	1,119
Late fees and fines	3,829	-	-	3,829	12,390
Oil income	104,413	-	-	104,413	63,040
Total Revenues	688,797	5,047	171,071	864,915	897,161
Expenses					
Oil consumption	84,449	-	-	84,449	52,241
Exterminator	816	-	-	816	4,134
Insurance	104,143	-	-	104,143	73,596
Grounds maintenance	100,719	-	-	100,719	118,290
Professional services	13,485	-	-	13,485	10,300
Management services	53,645	-	-	53,645	55,511
Office expense	8,351	-	-	8,351	9,162
Repairs and maintenance	120,569	-	-	120,569	119,445
Snow removal	28,813	-	-	28,813	50,236
Trash removal	46,012	-	-	46,012	45,145
Site lighting	12,011	-	-	12,011	10,413
Water and sewer	145,210	-	-	145,210	141,132
Special projects	21,496	-	-	21,496	-
Fuel surcharges	495	-	-	495	-
Penalty & interest	-	-	-	-	274
Capital expenditures	-	15,072	29,558	44,630	214,445
Total Expenses	740,214	15,072	29,558	784,844	904,324
Excess (deficiency) of revenues over expenses	\$ (51,417)	\$ (10,025)	\$ 141,513	\$ 80,071	\$ (7,163)

See accompanying notes to financial statements.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
STATEMENT OF CHANGES IN FUND BALANCES
YEAR ENDED DECEMBER 31, 2022
(With Comparative Totals for the Year Ended December 31, 2021)

	Operating Fund	Capital Fund	Replacement Reserve Fund	Total
Balances January 1, 2021	\$ 21,947	\$ 204	\$ 306,498	\$ 328,649
Excess (deficiency) of revenues over expenses	<u>21,376</u>	<u>7,013</u>	<u>(35,552)</u>	<u>(7,163)</u>
Balances December 31, 2021	43,323	7,217	270,946	321,486
Excess (deficiency) of revenues over expenses	<u>(51,417)</u>	<u>(10,025)</u>	<u>141,513</u>	<u>80,071</u>
Balances December 31, 2022	<u>\$ (8,094)</u>	<u>\$ (2,808)</u>	<u>\$ 412,459</u>	<u>\$ 401,557</u>

See accompanying notes to financial statements.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
STATEMENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2022
(With Comparative Totals for the Year Ended December 31, 2021)

	Operating Fund	Capital Fund	Replacement Reserve Fund	Total 2022	Total 2021
CASH FLOWS FROM OPERATING ACTIVITIES:					
Excess (deficiency) of revenues over expenses	\$ (51,417)	\$ (10,025)	\$ 141,513	\$ 80,071	\$ (7,163)
Adjustment to reconcile excess (deficiency) of revenues over expenses to net cash:					
(Increase) decrease in:					
Assessments receivable	(1,471)	-	-	(1,471)	323
Inventory - fuel oil	(19,993)	-	-	(19,993)	(11,166)
Other receivables	(20,610)	-	-	(20,610)	1,111
Prepaid expenses	60,500	3,000	(63,500)	-	78
Increase (decrease) in:					
Accrued expenses	(10,196)	-	-	(10,196)	(105,210)
Insurance claim payable	708	-	-	708	(43,544)
Prepaid assessments	(2,813)	-	-	(2,813)	9,736
Net cash provided by operating activities	<u>(45,292)</u>	<u>(7,025)</u>	<u>78,013</u>	<u>25,696</u>	<u>(155,835)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:					
Certificates of deposit Matured	-	-	-	-	250,000
Net cash provided by investing activities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>250,000</u>
Cash - beginning	<u>110,826</u>	<u>7,217</u>	<u>270,946</u>	<u>388,989</u>	<u>294,824</u>
Cash - ending	<u>\$ 65,534</u>	<u>\$ 192</u>	<u>\$ 348,959</u>	<u>\$ 414,685</u>	<u>\$ 388,989</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Income taxes paid	<u>\$ -</u>	<u>\$ -</u>
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See accompanying notes to financial statements.

CHESTNUT GROVE CONDOMINIUM ASSOCIATION
FINANCIAL CAPITAL RESERVE ANALYSIS

188 Dwellings

<u>ITEM</u>	<u>SIZE / #</u>	<u>UNIT COST</u>	<u>TOTAL VALUE</u>	<u>LIFE/YEARS</u>	<u>ANNUAL FUNDING</u>
<u>Roads/Courts</u>					
Repave/Crackfill	16,461 sy	\$ 21	\$ 345,681	25	\$ 13,827
Sealcoat/Stripe	16,461 sy	1.50	24,692	7	3,527
Curbs	9,000 sy	50	450,000	50	9,000
Sidewalks	30,600 sf	16	489,600	50	9,792
<u>Lights</u>					
Post	67 #	600	40,200	20	2,010
Building	5 #	700	3,500	20	175
Boilers	25 #	9,000	225,000	20	11,250
Boiler Chimneys	25 #	4,000	100,000	20	5,000
Boiler Room Doors	25 #	700	17,500	20	875
Oil Tanks - Common	25 #	40,000	1,000,000	35	28,571
Oil Tanks - Townhomes	18 #	22,000	396,000	35	11,314
<u>Shadowbox Fence</u>					
Paint	613 lf	18	11,034	20	552
			7,000	8	875
Signs			9,000	15	600
Landscape Tie	1,900 lf	16	30,400	20	1,520
Meter Boxes	188 #	1,400	263,200	40	6,580
Paint	188 #	140	26,320	5	5,264
Roof Shingles 1	1,748 sq	300	524,400	20	26,220
Gutters/Downspouts	12,220 lf	7	85,540	30	2,851
Mailbox Clusters	12 #	1,500	18,000	40	450
Railings	220 lf	50	11,000	40	275
		SUBTOTALS	<u>\$ 4,078,067</u>		<u>\$ 140,528</u>
			CONTINGENCY FACTOR		<u>1,600</u>
			TOTAL ANNUAL CONTRIBUTION		<u>\$ 142,128</u>
			MONTHLY DWELLING CONTRIBUTION		<u>\$ 63</u>
			ADDITIONAL MONTHLY DWELLING CONTRIBUTION		<u>11</u>
			TOTAL MONTHLY DWELLING CONTRIBUTION		<u>\$ 74</u>

1 Roof Shingles - total square based on satellite imaging information.

It is anticipated that the Association will only repaint originally painted surfaces. Therefore, the amount provided for painting does not include repainting baked on surfaces (e.g. garage doors) or pre-colored materials (e.g. vinyl siding or shutters).

This Analysis does not project if the Association's current Reserve Fund balance is adequate. The Analysis is part of a budgeting process which sets forth the annual funding for the Association's Reserve Account based solely upon current values and estimated normal replacement life for each category.



**HEATING SYSTEM OPERATION,
MAINTENANCE, AND ADMINISTRATION BOOKLET**

OCTOBER 2021

**SEE PAGE 10 FOR THE PROCEDURE TO FOLLOW IF
YOU DO NOT HAVE HEAT**

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HEATING SYSTEM – GENERAL OVERVIEW

The operation, maintenance, and administration of the heating system is a very important matter that each Association member/resident needs to understand. By knowing how the system works, you will be able to achieve a comfortable and warm living environment at a reasonable cost.

Townhouse Units

The townhouse units (23 units with a garage), have their own individual oil-fired burners and oil tanks. These unit owners do not rely on the Association's heating system and do not receive monthly invoices from the Association for the delivery of heat to their unit. Townhouse units are located at 8-1, 8-2, 8-3, 8-4, 8-5, 8-6, 8-7, 8-8, 9-1, 9-2, 9-3, 9-4, 9-5, 9-6, 9-7, 10-1, 10-2, 13-1, 13-2, 13-3, 13-4, 14-1, and 14-2.

Townhouse unit owners/residents should have their oil furnace systems checked at least once each year. The air filter in the furnace should be checked every two (2) months and replaced as needed. If your system has a humidifier installed on the furnace, it should be checked at least once each year.

Townhouse unit owners are fully responsible for the purchase, installation, operation, and delivery of oil to their privately owned heating systems. They may contract these activities through any contractor of their choice. The remaining 165 units share a boiler with other surrounding units.

Units Serviced by Association Boilers

There are a total of 25 boilers that serve the remaining 165 units. The number of units that share a common boiler range from as few as three (3) to as many as ten (10). The boilers vary in size to accommodate the number of units that are connected to the same heat source. A list of the specific boiler that services each unit can be found on the chart on the next page.

UNITS SERVICED BY ASSOCIATION BOILERS

BOILER ROOM NO.	UNITS SERVICED									
M-1	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8		
M-2	2-1	2-2	2-3	2-4	2-35	2-36	2-37	2-38		
M-3	2-5	2-6	2-7	2-8	2-31	2-32	2-33	2-34		
M-4	2-9	2-10	2-29	2-30						
M-5	2-11	2-12	2-13	2-26	2-27	2-28				
M-6	2-14	2-15	2-16	2-23	2-24	2-25				
M-7	2-17	2-18	2-19	2-20	2-21	2-22				
M-8	3-1	3-2	3-3	3-4	3-13	3-14	3-15	3-16	3-17	3-18
M-9	3-5	3-6	3-7	3-8	3-9	3-10	3-11	3-12		
M-10	4-5	4-6	4-7	4-8	4-9	4-10				
M-11	4-4	4-11	4-12							
M-12	4-1	4-2	4-3	4-13	4-14	4-15				
M-13	5-13	5-14	5-15	5-16	5-17	5-18				
M-14	5-7	5-8	5-9	5-10	5-11	5-12	5-19	5-20	5-21	
M-15	5-1	5-2	5-3	5-4	5-5	5-6				
M-16	6-1	6-2	6-3	6-10	6-11	6-12				
M-17	6-4	6-5	6-6	6-7	6-8	6-9				
M-18	7-1	7-2	7-3	7-19	7-20	7-21	7-22	7-23		
M-19	7-4	7-5	7-6	7-7	7-14	7-15	7-16	7-17	7-18	
M-20	7-8	7-9	7-10	7-11	7-12	7-13				
M-21	11-7	11-8	11-9	11-10	11-11	11-12				
M-22	11-4	11-5	11-6	11-13	11-14	11-15				
M-23	11-1	11-2	11-3	11-16	11-17	11-18				
M-24	12-4	12-5	12-6	12-7	12-8	12-9				
M-25	12-1	12-2	12-3	12-10	12-11	12-12				

How Boilers Work

The boilers heat water that is circulated to each unit. The water then runs through a heating coil (heat exchanger). In the heat exchanger, a large fan draws in cooler, indoor air through a filter and blows this air to the heating coil. The heated air continues to circulate through the duct system to the various rooms, from which it returns to the heat exchanger through return ducts thus completing a circuit.

The units with a common boiler have a heat valve that regulates the flow of hot water from the main hot water pipe to each unit's heating coil. The heat valve (commonly referred to as a "zone valve") is opened only when the unit's thermostat calls for heat. The heat valve (zone valve) is monitored by an elapsed time meter located inside the boiler room, which measures the elapsed time of usage by each unit for billing purposes.

Heat Transfer Between Adjoining Units

Each resident shares common walls, ceilings, and floors with their neighbors. Generally speaking, ground floor and northern exposure units are cooler than upstairs units with a southern exposure. These locations cause heating expenses to be higher in winter, but conversely, cooling expenses will be lower in summer. One would also find that heating expenses will be higher in units that have several unoccupied adjoining units that do not contribute heat for the benefit of the neighboring units but do absorb heat from the occupied units. One benefit of condominium living is that an adjacent unit generally provides a higher "R" value for insulation than would an exterior wall.

THERMOSTAT CONTROL

Each unit's temperature is controlled by a centrally located thermostat within the unit that has four operative switches.

1. The clear face plate can be turned clockwise to select a higher or lower temperature. The actual room temperature is shown on the bottom temperature scale.
2. On the top of the thermostat are two levers. The left one can be set in any one of three positions – COOL, OFF, or HEAT. COOL activates the air conditioning system. OFF deactivates any temperature control. HEAT activates the heating system. **The elapsed time meter registering the opening of the heat valve and flow of hot water to the heat coils in the boiler rooms will commence when this lever is in the HEAT position and the thermostat setting calls for heat.**

To save energy and to reduce your heating cost, sensors have been installed at each boiler which will automatically shut down the boiler when outside temperatures exceed 70 degrees.

You control your cost for "space heating" by properly operating your thermostat.

3. The other lever on the top right of the thermostat regulates the operation of the fan. With this lever in the ON position, the fan runs regardless of the temperature desired or requested. (This is useful just to circulate the air within the unit without any heating or cooling from the heat exchanger). The heat valve ("zone valve") time elapse meter does not run when the fan is in the "ON" position. With the lever in the AUTO position, the fan will turn on and off automatically when either warm or cool air is necessary to adjust the temperature of the room to the desired level.
4. Concealed beneath the gold-colored rim of the thermostat is another control lever. This lever regulates how quickly the thermostat anticipates calling for heat. When set on a lower number, heat is turned on within two or three degrees of the requested temperature setting resulting in more heating cycles per hour. When set on a higher number, the heat is turned on in 5 or 6 degrees of the requested temperature setting resulting in fewer heating cycles per hour. The user may adjust the thermostat to reach the most desirable heating cycles per hour for personal comfort.

HEAT BILLING

The oil and maintenance of the boilers for the 165 units that are connected to the central boiler heating system is provided by an oil supplier selected by Council. The Association has negotiated a contract that typically offers a discount from normal retail rates due to our large buying power. The residents in the townhouse units may use any supplier or maintenance company of their choice.

The Condominium Association therefore is fully responsible for the ultimate payment of oil and maintenance bills for the 165 units that rely on the central boiler heating system. It is only through this guarantee of payment that any oil company will supply the complex. Therefore, it is essential that all residents understand that these bills are legal obligations of the Association as well as each unit owner. These invoices will be enforced for full payment, if necessary, to recoup the Association's funds if delinquent. Specific resolutions and amendments to the Code of Regulations have been passed drawing direct liability regarding oil billing, as well as legal fees, delinquent fees, and similar costs.

Billing System:

At the start of the heating season and on the day the boilers are turned on (approximately October 1), a reading is recorded on each of the 165 elapsed time meters located in each boiler room. On approximately the tenth of each successive month (November 10 thru May 10), a reading is recorded on each of the 165 elapsed time meters and the 25 oil tanks are filled with oil by the supplier. The difference between the two elapsed time readings is the time used by each unit for that heating period. The amount of oil that was used to fill each boiler is also recorded. With this information, the following charges are billed;

"SPACE" = The unit's elapsed time multiplied by the per minute cost to provide oil, based on the per gallon price. This cost may increase or decrease each year depending on the contract price of oil.

"BASE" = The difference between the total oil bill for filling the 25 tanks and the total "SPACE" bill, which is divided by 165 units. Each unit is charged the same amount for "BASE" for "heat on demand". While a hot water system is an efficient method of heat transfer in a large shared system, it also requires that a certain heat capacity be expended in providing "heat on demand" (standby heat). For days where there is little or no demand for heat, the boilers continue to heat circulating water, although at a lower rate. The charge for this "heat on demand" is shared by all 165 users. The charge for "BASE" is normally higher in the first and last heating periods as daytime temperatures in October-November, and April-May are times of the year when less heat is used.

"FEE" = \$32.00 per month for seven (7) months (\$224.00 per unit per year), levied to cover boiler and system maintenance, to run the boilers. This charge is reviewed annually by Council and may increase or decrease accordingly.

Your bill is therefore based on the following calculation:

$$\mathbf{\text{"SPACE" + "BASE" + "FEE" = TOTAL BILL}}$$

FACTORS THAT AFFECT THE COST OF YOUR HEATING BILL

Contractual Price of Oil for the Season

Through a competitive bidding process and before the boilers are activated, Council selects a qualified oil delivery company to supply the community with #2 heating oil for the heating season.

It has been Council's experience over many years that by purchasing heating oil on the future's market, that unit owners will typically realize a savings of up to 20 percent on the price of oil as compared to paying the market price each time that oil is delivered. Based on oil consumption, Council enters into a contract with an oil supplier to provide a set amount of oil for the season at an agreed upon price. This not only saves you money, but provides stability for the price of oil on each month's billing statement.

Since 1999, the price of oil per gallon has varied from as low as .729 cents per gallon, to as high as \$3.519 a gallon. This wide variation in price is a reflection of the volatility of the worldwide oil market, which lies completely outside the scope and control of Council. Council makes every effort to obtain the lowest possible price for oil that is commercially available.

THE CONTRACTUAL PRICE OF OIL FOR THE SEASON REPRESENTS THE GREATEST FACTOR THAT DETERMINES THE COST OF YOUR OIL HEATING BILL.

Temperature Setting of Your Thermostat

The lower that you set your thermostat, the less time the thermostat will call for heat to be supplied to your unit. When you set your thermostat to a higher temperature, heat will be provided to your unit more often.

You have complete control of your thermostat, which directly affects the "space" heating component of your bill.

In comparing monthly usage and heating bills, there is a wide variation in "space" heating that is used by each unit. This is a direct result of each resident's temperature preference. The temperature that you set your thermostat has a direct effect on the cost of your oil heating bill.

Unit Owner Maintenance of the Thermostat and Diverter - Zone Valve

In accordance with the Code of Regulations, Article XIV, Section 4, "The owner of any condominium unit shall, at his own expense, maintain his condominium unit and any and all equipment, and its appurtenances in good order, condition, and repair. The owner of any condominium unit shall, at his own expense, maintain, repair, and replace any heating equipment that may be in or declared to be appurtenant to such Condominium unit."

In accordance with the Association's documents, it is the Association's duty to properly maintain, repair, and replace each boiler, oil tank, and remote timer that serves the central boiler heating system. Every effort is made by Council to ensure that the boilers are properly serviced and maintained, and that the remote timers which record the time that the thermostat inside your unit is calling for heat are working properly.

The heating system inside your unit is comprised of a thermostat, a wire that leads from the thermostat to the remote timer inside each boiler room, an air handler, and a diverter valve (zone valve). If your thermostat malfunctions and needs to be replaced, the replacement of the thermostat is the responsibility of the unit owner. In the event that the wire that connects from the thermostat to the remote oil timer is not properly connected at the thermostat, the unit owner is responsible for the repair. If the air handler (which interacts with each unit's air conditioning system) is not working properly, it is the unit owner's responsibility to perform the proper repair. The diverter valve (zone valve) is the mechanism inside the air handler which opens and closes, which calls for heat to be provided to the unit. In the event that the diverter valve (zone valve) malfunctions, it is the unit owner's responsibility to promptly and properly perform the repair.

It is strongly recommended that each unit owner, on a periodic basis, have the heating system inside their unit checked to ensure that all components of the heating system are working properly. This inspection should be conducted between October 1 - May 10, when the heating system is activated.

Problems may arise with your thermostat when the thermostat fails to provide heat when the proper setting is made. Problems may occur with the air handler or the diverter valve (zone valve) when the thermostat is in the proper setting, but little or no heat is being provided. Difficulties may arise with the diverter valve (zone valve) when the diverter valve malfunctions in the "open" position. This will result in very high heating bills.

If you experience sudden and unusually high heating bills, you should contact a qualified technician to examine the heating system inside your unit, as the problem could be a diverter valve (zone valve) that is stuck in the "open" position.

Original Unit Owner Heating Systems Are Nearing the End of Their Useful Life

Most of the heating systems in the Chestnut Grove community were installed by the builder in 1980. Since these systems have serviced the community for several decades, it is likely to assume that the majority of the heating systems within the units are nearing the end of their useful life. To ensure that you have a reliable source of heat, Council encourages each unit owner to diligently monitor the heating system within their unit and to perform repairs in a prompt manner.

The factors that affect the cost of your heating bill are:

PRICE OF OIL	+	THERMOSTAT SETTING	+	UNIT OWNER MAINTENANCE	=	FACTORS THAT AFFECT HEATING BILL
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HEATING SYSTEM CALENDAR

<u>DATE (On or About)</u>	<u>ACTIVITY</u>
October 1	Heat is turned on to the 25 boilers on the central boiler heating system (M-1 through M-25).
November 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
December 1	Oil heating bill due (for the period of Oct. 1 - Nov. 10).
December 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
January 1	Oil heating bill due (for period of Nov. 10 - Dec. 10).
January 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
February 1	Oil heating bill due (for period of Dec. 10 - Jan 10).
February 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
March 1	Oil heating bill due (for period of Jan. 10 - Feb 10).
March 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
April 1	Oil heating bill due (for period of Feb. 10 - Mar 10).
April 10	Meter reading, oil delivery, and invoices mailed to 165 unit owners.
May 1	Oil heating bill due (for period of Mar. 10 - April 10).
May 1	Meter reading, oil delivery, and invoices mailed to 165 unit owners. Heat is turned off to the boilers on the central boiler heating system (M-1 through M-25). Meters are read and oil is delivered for the next heating season.
June 1	Oil heating bill due (for period of Apr. 10 - May 10).

QUESTIONS AND ANSWERS:

When does the bill go out?----- The 10th of the month.
When is the bill due?----- The 1st of the following month.
When is the bill delinquent? ----- The 15th of the following month.
What is the late charge?----- \$25.00 (See Resolution #8 for details).

Why did I get a bill when my thermostat was turned off?

"SPACE" + "BASE" + "FEE" = TOTAL BILL
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"SPACE" is calculated based on the time that your thermostat is calling for the boiler to provide heat to your unit. After the heating system is turned on for the season, you will receive a monthly bill until the system is turned off (around May 1st). If your thermostat was turned off, you will still be billed for "BASE" (heat on demand) and "FEE" (maintenance of the boiler).

I am a renter. Why isn't the bill sent to me?

Each unit owner is legally responsible for all charges assigned to their unit. If the landlord requires that the renter pay the heating bill and you do not receive your oil bill by the 20th of the month, you should contact your landlord, or the Office Manager at Continental Property Management, Inc., at (215) 343-1550.

I rent my unit. Why did I get a bill?

Each unit owner is legally responsible for all charges assigned to their unit. Since your tenant will not receive a bill from the Association, you should make arrangements to make sure that the bill is paid by the 1st of the following month.

I am a unit owner and I did not get a bill. What should I do?

Each meter is read on the 10th of the month and an invoice is mailed to each unit owner. If you do not receive your invoice by the 20th of the month, please contact the Office Manager at Continental Property Management, Inc., at (215) 343-1550.

I think that the amount of my bill is wrong. What should I do?

Your bill is calculated on information generated from the timers, the oil company, and from maintenance that is required to operate the system. This information is fed into a computer program that creates your bill. Each bill is reviewed by the Accounting Department and the Property Manager to ensure accuracy before the bill is mailed to you. Every effort is made to provide you with an accurate bill. If, however, you feel that an error has been made, please write a letter explaining why your bill is wrong to:

Pamela Thomas, Property Manager
CHESTNUT GROVE CONDOMINIUM ASSOCIATION
975 Easton Road, Suite 102
Warrington, PA 18976
Fax: (215) 491-5620
Email: p.thomas@cpm975.com

Please provide as much information as possible to substantiate your claim. Upon receipt of your letter, an audit will be conducted of your oil heating account.

PROCEDURE TO FOLLOW IF YOU DO NOT HAVE HEAT

Follow this Checklist:

- 1. Make sure that your thermostat is set correctly.**
- 2. Make sure that your circuit breakers are in good working order.**
- 3. Open your heating unit closet and check the pipes to see if they are hot when touched. If the pipes are hot, the boiler for your unit is delivering heat and the problem lies within your unit. Since the maintenance of all heating equipment within the unit is the direct responsibility of each unit owner, you will need to contact a qualified contractor. Meadows Petroleum (610-847-4328) is one service contractor that is familiar with our heating units. You may select any qualified contractor of your choice to service the heating system inside your unit.**

Tenants should call the unit owner or the owner's agent. Landlords should provide their tenants with a key to the heating closet.

- 4. If the pipes are cold, a boiler problem is indicated. If possible, check with neighbors using the same boiler to see if they might have the same problem.**

**CALL MEADOWS PETROLEUM, INC. DIRECTLY AT
(610) 847-4328
TO REPORT THE PROBLEM. THEIR SERVICEMEN ARE
AVAILABLE 24 HOURS A DAY, SEVEN DAYS A WEEK.**

**Please do not call Continental Property Management, Inc. or any
Council member with a heating related emergency, as this will only
delay the arrival of a serviceman to your unit.**

If Meadows Petroleum, Inc. finds that the problem is with the boiler, the repair will be performed at the cost of the Association. If the problem is within your unit, Brinker's will perform the repairs subject to your authorization.

ADMINISTRATIVE RESOLUTION #8

COMMON EXPENSE ASSESSMENT AND OTHER FEE PROCEDURES INSUFFICIENT CHECK PROCEDURES

WHEREAS, Article 1, Section 1, Paragraph (F) of the Declaration creating Chestnut Grove provides for a Council which shall manage the business, operation, and affairs of the property, and

WHEREAS, Article V, Section 3b of the Code of Regulations establishes Council's power for the determining, assessment and collection of funds, and delinquent funds for Common Expenses; and

WHEREAS, Chestnut Grove Council of Unit Owners wishes to clearly define the administration procedures to carry out the collection of any such delinquent assessments:

NOW THEREFORE BE IT RESOLVED THAT:

1. All monthly condominium assessment fees, oil bills, fines, and any other charges owed Chestnut Grove Condominium Association are due by the first day of the applicable month. The amount owed that is not received by the fifteenth (15th) of the month shall be termed delinquent. On the sixteenth (16th) of each month, a delinquent fee of twenty-five dollars (\$25.00) will be automatically added without notice to EACH delinquent fee. Any Condominium Unit with a balance over thirty (30) days, including late charges, fines, etc., will be charged an additional twenty-five dollars (\$25.00) each month until the account is current. All late fees will be added automatically to every delinquent account without notice.
2. Those fines levied by Council where a date that Council assigns has not been met for such things as painting doors, painting and repairing fences, painting and repairing porch railings, keeping patios according to the rules, etc., will be added to the monthly amount owed and will be subject to the monthly collection dates and fees noted in paragraph number one above. If this type of violation has not been corrected within four (4) weeks from the date assigned by Council, no further weekly fine will be added. Council will have the violation corrected, and the owner will be billed for the work, all of which will be added to the monthly amount owed per paragraph one above.
3. On the next monthly billing, any delinquent Unit Owner shall be notified of any past due status. The notices shall reflect the amount due plus delinquent fee charges. Failure to give notice shall in no way relieve the Unit Owner of an obligation to pay.
4. No Unit Owner shall be eligible to vote, either by person or by proxy, who is shown on the books to be more than thirty (30) days delinquent in any payment.

5. When any Unit Owner carries a delinquent status equal to at least two hundred fifty dollars (\$250.00), a letter shall be sent by certified mail in advance of the next Council meeting advising him/her that the Council will take one of the following actions at the time of the next Council meeting, providing the Unit Owner has not paid in full by the time of that Council meeting.
 - 5.1 Council shall accelerate payments of the remaining monthly installments for the fiscal year, including any other amounts owed. The entire amount shall become due and payable immediately.
 - 5.2 Institute legal proceedings for the collection of the entire amount due, including accelerated payments and, as provided by law, all related charges for collection of the delinquent account, court and legal costs, late fees, collection expenses, and delinquency charges, or
 - 5.3 As provided by the Declaration, Code of Regulations, and respective Amendments thereto, place a lien on the subject property.
6. Council may exercise any and all of its rights permitted by law and may include public notice of the delinquent status of any Unit Owner at any time.
7. All insufficient fund checks will be considered as a late fee assessment and will have an applicable delinquent fee charged plus a \$25.00 insufficient check charge applied to the Unit Owner's account.
8. This Resolution is applicable, without exception, to all Unit Owners and all Units.



WATER LEAKAGE PROBLEM EMERGENCY PROCEDURE

- **HOT WATER HEATER** – Turn off valve (clockwise) on the pipe leading into the hot water heater or main condo inlet valve that is most commonly located under powder room sink or near top of water heater.
- **SINK OR TOILET** – Turn off valve (clockwise) under the sink/toilet or main condo valve that is most commonly located under powder room sink or near top of water heater.
- **WASHING MACHINE** – Push up the lever of the valve on top of the water inlet pipes or turn off main condo valve that is most commonly located under powder room sink or near top of water heater.
- **WATER COMING INTO CONDO FROM CEILING, WALLS OR FLOORS**

1. If water is damaging an electrical outlet or circuit breaker box, there is an increased risk for a fire. If this situation occurs within your unit, shut off electrical service to your unit by using the circuit breaker on the outside of the building, so that electrical power can be shut off to your unit. The circuit breakers which serve your unit are located next to the electric meter.

2. Quickly try to find source of leakage from other units. Arouse any inhabitants of possible sources of leakage by knocking on doors.
3. If you are unable to find the source quickly and need to turn off the water supply to the whole building in which your unit is located, call management at (215) 343-1550.** If you are unable to get into direct contact with management quickly, leave your name and a brief description of the problem with the operator and call the following numbers in order, until you reach one of the people.

McMackin Mechanical
186 Pine Valley Road
Doylestown, PA 18901
Telephone: (267) 246-8704

** (If a tenant, call the owner. If owner is unavailable, continue with these directions.)

**WHEN YOU AND YOUR NEIGHBORS
CANNOT LOCATE THE SOURCE OF THE PROBLEM**

Contact management at 215-343-1550 immediately for assistance. You may be asked to turn off the flow of water at the valve in the nearest boiler room.

The reason that you may be asked to do so is that it may take a plumber an hour or more to respond to an emergency service request that will be issued by the property manager. **IF A CLEAN BREAK IN A ONE-QUARTER INCH PIPE OCCURS, IN ONE HOUR IT COULD DELIVER OVER 450 GALLONS OF WATER INTO A UNIT. YOUR PARTICIPATION IN TURNING OFF THE VALVE IN THE NEAREST BOILER ROOM IS VOLUNTARY AND IS ONLY REQUESTED TO MINIMIZE THE EXTENT OF FURTHER DAMAGE.**

If you agree to turn off the valve in the nearest boiler room, the property manager will give you the following instructions:

- Go to the lock box on the brick wall outside of the Association's maintenance room near 2-34 (see map on page 7)
- Using the combination provided to you by the property manager, remove the keys from the lockbox
- Using the chart on page 3, go to the boiler room that services your unit.
- Open the boiler room door.
- Turn on the lighted switch on the wall to turn on the overhead light.
- Near the oil timers, you will find instructions to find the location of the shutoff valve and how it operates. Follow **ALL** instructions carefully. Failure to do so may result in an immediate fine.
- Turn the valve until it is tight and closed.
- Turn the boiler off by using the red switch on the wall.

- **IMPORTANT NOTICE:** The boiler is on between September 15, and May 31. The boiler heats water in order to deliver heat to your unit and to other nearby units. In the event that water is not provided to the boiler while it is turned "on", a sensor inside the boiler will automatically shut down the boiler. Turning the boiler "off" by using the switch on the wall is the recommended way to turn off the boiler. If the sensor fails and the switch to the boiler is not turned "off", the boiler could be severely damaged.

- **Using the chart on page 3, notify each resident that relies on water and heating service from the boiler room that the water and/or heat has been turned off because of a water emergency.** Please exercise care and concern for your neighbors by performing this important task. You can notify them by knocking on their door, or by leaving a note on their door.

- Return the boiler room keys to the lockbox. Failure to do so may delay a contractor in responding to the emergency service request.

Water service is provided to each unit that relies on the central boiler heating system from water main lines that enter each building at one of the boiler rooms (M-1 to (M-25). Water service is provided to each townhouse unit by a separate water line and meter for each unit. A valve inside each townhouse unit controls the flow of water to the unit.

For the units that rely on the central boiler heating system, water can be shut off within the unit. Water can also be turned off by closing the valve in the boiler room, which also shuts off the water supply to adjacent units. Unlike townhouse units, no other exterior valve exists to shut off water to only one unit.

WATER VALVE SHUT-OFF LOCATIONS – UNITS AFFECTED

BOILER ROOM NO.	UNITS AFFECTED									
M-1	1-1	1-2	1-3	1-4	1-5	1-6	1-7	1-8		
M-2	2-1	2-2	2-3	2-4	2-35	2-36	2-37	2-38		
M-3	2-5	2-6	2-7	2-8	2-31	2-32	2-33	2-34		
M-4	2-9	2-10	2-29	2-30						
M-5	2-11	2-12	2-13	2-26	2-27	2-28				
M-6	2-14	2-15	2-16	2-17	2-18	2-19	2-20	2-21	2-22	2-23
	2-24	2-25								
M-8	3-1	3-2	3-3	3-4	3-13	3-14	3-15	3-16	3-17	3-18
M-9	3-5	3-6	3-7	3-8	3-9	3-10	3-11	3-12		
M-11	4-4	4-5	4-6	4-7	4-8	4-9	4-10	4-11	4-12	
M-12	4-1	4-2	4-3	4-13	4-14	4-15				
M-13	5-10	5-11	5-12	5-13	5-14	5-15	5-16	5-17	5-18	5-19
	5-20	5-21								
M-15	5-1	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	
M-17	6-1	6-2	6-3	6-4	6-5	6-6	6-7	6-8	6-9	6-10
	6-11	6-12								
M-18	7-1	7-2	7-3	7-4	7-5	7-6	7-16	7-17	7-18	7-19
	7-20	7-21	7-21	7-22	7-23					
M-20	7-7	7-8	7-9	7-10	7-11	7-12	7-13	7-14	7-15	
M-21	11-7	11-8	11-9	11-10	11-11	11-12				
M-22	11-1	11-2	11-3	11-4	11-5	11-6	11-13	11-14	11-15	11-16
	11-17	11-18								
M-25	12-1	12-2	12-3	12-4	12-5	12-6	12-7	12-8	12-9	12-10
	12-11	12-12								

WATER EMERGENCIES

A water emergency can occur when a hot water heater, washer hose, dishwasher hose, or pipe within a unit breaks. An overflowing toilet, or bathroom or kitchen sink can also be a problem. This can cause an uncontrolled flow of water to severely damage your unit and other units below or next to your unit.

WHEN A WATER EMERGENCY OCCURS, FIND THE SOURCE OF THE PROBLEM

Your first order of business is to find the source of the problem and to notify the unit owner/resident that your unit is being damaged. In all likelihood, if your unit is being damaged, so is their unit. Taking this action is critical in minimizing the amount of damage that may occur if the source of the problem is not found for days or hours. This means you may need to call your neighbors, or to knock on their doors to see if the source of the problem is coming from their unit. Do not hesitate to do so, even if it occurs in the middle of the night. **Do not waste precious time while your property is being damaged. Check each unit that is situated above or next to your unit, even if the unit is on the other side of the building.** Nearly all residents will want to know if the cause of a water emergency is occurring in their unit. After all, they don't want their property to be damaged either.

**IF YOU ARE CONTACTED BY A RESIDENT
ABOUT A WATER EMERGENCY, PLEASE TAKE THE MATTER SERIOUSLY**

Be a part of the solution by helping to find out where the problem is coming from. As a resident of the community, you have a duty to help locate the source of the problem. **Your failure to take an active part may result in additional property damage that could lead to an increased risk of fire or catastrophe.**

When you talk to adjacent neighbors, describe to them what is going on and ask for them to check their hot water heater, washer hoses, sinks, toilets, bathtubs, and all plumbing fixtures. Since water does not flow "uphill", many downstairs residents will quickly respond by saying "there's no problem here". If you get this response, ask for them to check their entire unit while you wait at their door. **If you are absolutely certain that the problem is originating within their unit, ask for them to allow you to enter the unit to help check for the problem.** They do have the right to refuse. Forced entry may be called for as described below.

**FORCED ENTRY INTO YOUR UNIT PERMITTED
WHEN THERE IS A MANIFEST DANGER TO RESIDENTS OR TO THE BUILDING**

In accordance with Article XIV, Section 6, of the Code of Regulations, "*The Council of Unit Owners shall have an irrevocable right and an easement to enter condominium units for the purpose of making repairs to the common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. Except in cases involving manifest damage to public safety or property, the Council shall make a reasonable effort to give notice to the owner of any condominium unit to be entered for the purpose of such repairs. No entry by the Council of Unit Owners for the purpose specified in this Section may be considered a trespass.*"

Article XIV, Section 1 (g) and (h), further states:

"(g) The cost of maintenance or repair of any condominium unit in the event such maintenance or repair is reasonably necessary in the discretion of the Council to protect the common elements or to preserve the appearance of value of the condominium or is otherwise in the interest of the general welfare of all of the Unit Owners; provided, however, that except in cases involving emergencies or manifest danger to safety of person or property, no such maintenance or repair shall be undertaken without a resolution by the Council and not without reasonable written notice to the owner of the condominium unit proposed to be maintained and, provided further, that the cost thereof shall be assessed against the condominium unit for which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said condominium unit at which time the assessment shall become due and payable and a continuing obligation of said Unit Owners in all respects as provided in Article VIII of this Code of Regulations; and

(h) Any amounts necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Council members, constitute a lien against any of the common elements rather than the interest of the owners of any individual condominium unit"

SITUATIONS THAT COULD RESULT IN FORCED ENTRY INTO YOUR UNIT

Although not every circumstance can be fully described in this guide, this type of situation is likely to be present when the source of the emergency could, or is, originating inside your unit, and:

- The Association has no telephone contact number to notify you about the emergency.

To avoid this situation from happening to you – Complete and return the enclosed “Emergency Contact” Form. At last count, the Association does not have telephone numbers for at least thirty (30) residents.

- Your neighbors do not know how or where to contact you to inform you of the emergency.

To avoid this situation from happening to you – To the extent that you feel comfortable, exchange home, and business telephone numbers, and other relative information with your neighbors.

- You are informed of the emergency, but fail to provide the Association with a specific plan and/or fail to take immediate action to inspect your unit or to make necessary repairs.

To avoid this situation from happening to you – Be a good neighbor and resolve the matter promptly. Call a contractor from the “Directory” or ask management for assistance in locating a contractor that may be of help to you.

HOW FORCED ENTRY WILL BE MADE INTO YOUR UNIT

Upon receiving notice that a water emergency is present, every reasonable effort will be taken to notify you directly and to determine your intentions concerning this situation. Reasonable effort includes the Association’s attempt to;

- Contact you by telephone at your home or work.
- Contact you at your residence in person.
- Contact you through information that you provide on the “Emergency Contact” Form.
- Contact you through any of your neighbors that may know your whereabouts.

If the Association is still unable to locate you, you can reasonably expect the Association, in accordance with the duties and powers described in the Code of Regulations, to enter your unit. Entry will be made by drilling out the lock at your unit entrance door. This work will be done at the expressed authorization of the Association. If possible, an officer from the Doylestown Township Police Department will be onsite to supervise the activities. A plumber, also hired by the Association, will repair the problem inside your unit. A locksmith will secure your unit entrance door, and provide Council or management with the new key to your door. Council or management will leave a note on your door describing what happened and how you can get the new key to your unit entrance door.

In accordance with the Code of Regulations, your Association account will be billed for the cost of the locksmith and the plumber. Payment will be requested within thirty (30) days. Failure to pay within thirty (30) days will be handled in accordance with Administrative Resolutions No. 8.

“Special note concerning forced entry.” No resident has the right to enter another unit without the consent of the resident that lives in that unit. If you are not a member of the Council, you do not have the right to forcibly enter into a unit, even if a water emergency exists. Instead, please follow the procedure that is outlined in this guide.

HOW TO PREVENT A WATER EMERGENCY

- Replace your washer hoses every five (5) years with stainless steel hoses. They cost only a few dollars more and last nearly twice as long as rubber hoses.
- Install a battery powered "water alarm". This device sounds an alarm that sounds similar to a smoke detector when it senses water. The water alarm has an extension device that stretches 4-6 feet from the alarm. This allows you to mount the alarm on the wall and to stretch the extension to the floor. They cost less than \$20.00 and are available at Home Depot, Lowe's, and other hardware or home improvement stores.
- Replace your hot water heater as soon as you detect that it is leaking water. Once it starts to leak, the hot water heater has failed. Not replacing it will only make matters worse. Install a metal pan underneath the hot water heater when it is replaced. It costs only a few dollars.
- Have a qualified and licensed plumber perform all plumbing repairs. Peace of mind is important.
- **Find out where your main turnoff valve is located.** When you leave your unit for a week or more, turn off your main valve that is most commonly located under the powder room sink or near the top of the water heater. If you have no main valve or it leaks, turn off the individual valves to your hot water heater, washer, bathroom sink and toilet, and kitchen sink.
SPECIAL NOTE: If you turn off the flow of water to the electric water heater, shut off power to the water heater at the circuit breaker.
- **Exchange with your neighbor's personal telephone numbers, job telephone numbers, and names and telephone numbers of family members, relative, or friends that are able to contact you in the event of the emergency.** For security reasons, the Association does not suggest or require that you provide anyone with the key to your unit. If you choose to do so, please exercise discretion and due care.
- Complete and return the "Emergency Contact Information" form that is provided on the last page of this guide.

DOYLESTOWN YMCA

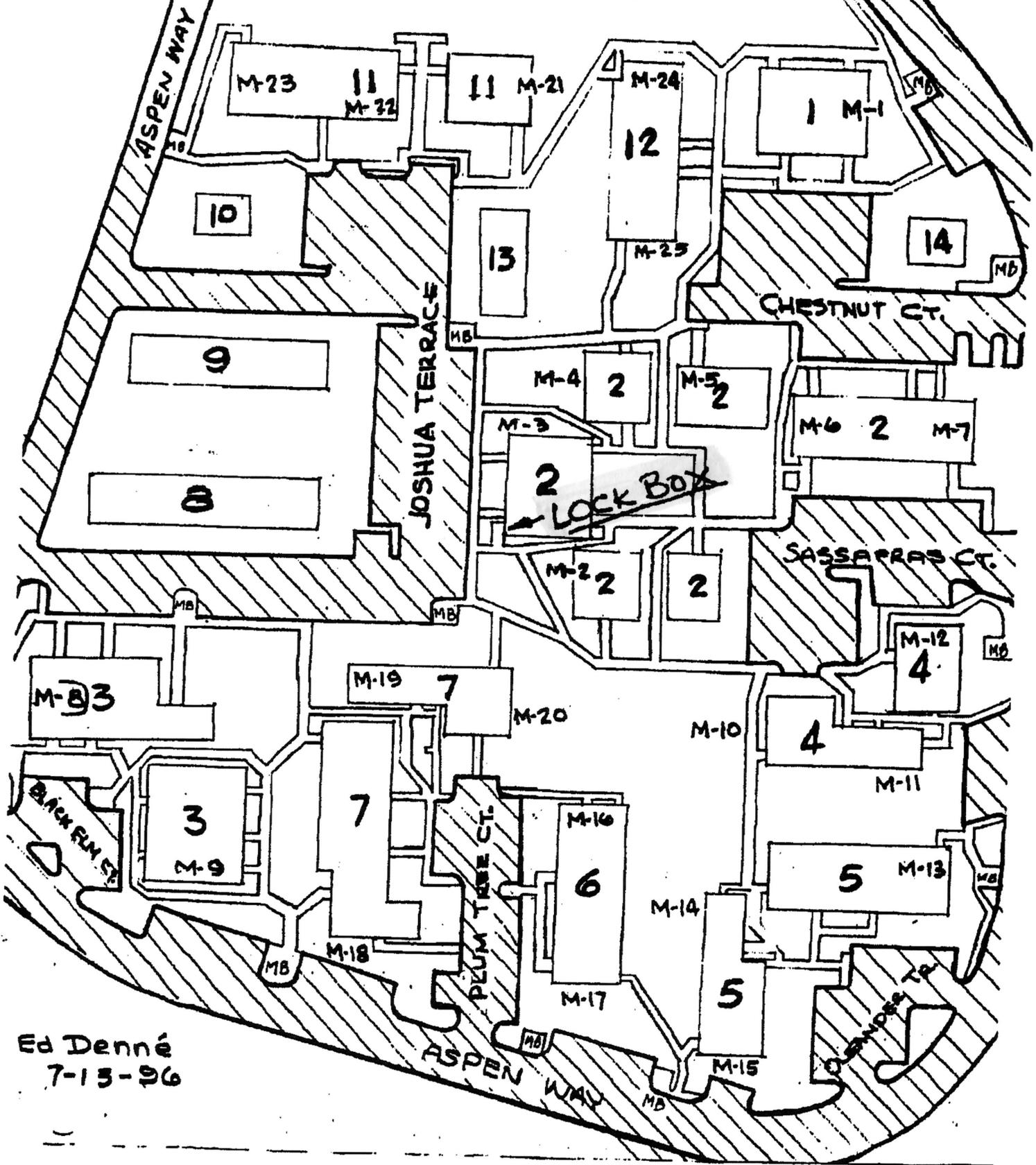
MEMORIAL DR

CB WEST H

LOWER STATE ROAD

W. COURT

CHESTNUT GROVE



Ed Denné
7-13-96