

RULES AND REGULATIONS
OF
SALTER MEWS, A CONDOMINIUM

A. INTRODUCTION

1. The Salter Mews Condominium Association (the "Association"), acting through its Executive Board, has adopted the following Rules and Regulations (the "Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent is acting on behalf of the Association.

3. The Unit Owners shall comply with all of the Regulations hereinafter set forth governing the Building and any other appurtenances.

4. The Executive Board reserves the rights to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.

6. It is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles or permitted business in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section I of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

B. RESTRICTIONS ON USE - IN GENERAL

1. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as herein or in the Declaration expressly provided. Except with the prior consent of the Executive Board, no Common Elements shall be decorated or furnished by any Unit Owner in any manner.

2. **SMOKING IS NOT PERMITTED IN THE COMMON ELEMENTS.**

3. No auction or sale of personal property shall be held in any Residential Unit or in the Building without the prior written consent of the Executive Board. No "For Sale" signs are permitted on the Property. Open houses must be scheduled in advance with the Executive Board.

4. Use of equipment (including but not limited to musical instruments, televisions, computers audio or exercise equipment) creating noise or vibration that unreasonably disturbs, annoys or interferes with the quiet enjoyment, comfort and convenience of other occupants of the Building is not permitted in any Residential Unit. Special care in using such equipment should be taken between the hours of 10:00 P.M. and 8:00 A.M.

5. All Units must be heated to a minimum temperature of 55 degrees at all times, in order to prevent pipes from freezing or bursting.

6. Nothing shall be done or kept in any of the Units or Common Elements which will increase the rate of insurance for the Building or contents thereof applicable for the permitted use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit, Common Elements, Storage Lockers or Garage

7. All garbage and trash must be placed in the areas designated for such purpose by the Executive Board and no garbage or trash shall be placed elsewhere on any Common Element.

8. Each Unit Owner shall keep his or her Unit and the Limited Common Elements appurtenant thereto in a good state of preservation, maintenance, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or decks thereof, any dirt or other substance.

9. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Building or which may structurally change the Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

10. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Residential Unit, Common Elements appurtenant thereto or on a deck, whether through or upon windows, doors or masonry of such Unit. This prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, air conditioning, fans, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Residential Unit, without the written consent of the Executive Board. No deck shall be enclosed or covered by a Unit Owner.

11. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his or her Unit.

12. No alterations externally visible from outside the Building shall be made to a deck without specific prior written approval by the Executive Board, which may be given subject to reasonable conditions.

13. The garage doors must not be interfered with by any Unit Owner or his or her family, servants, contractors, employees, agents, visitors or licensees.

14. The exterior portion of windows and doors shall be cleaned by the Unit Owner

15. No waterbeds or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

16. Except with the prior approval of the Executive Board, no Unit Owner, lessee, mortgagee, or their guests and invitees shall be permitted access to the roof or mechanical equipment areas of the Building, except in accordance with rules promulgated by the Executive Board.

C. PET RULES

1. The keeping of pets is restricted under the Declaration. Pets permitted under the Declaration ("Permitted Pets") may be maintained in a Unit so long as they are not a nuisance. Actions, which will constitute a nuisance, include, but are not limited to, abnormal or unreasonable noise, crying, scratching or unhygienic offensiveness.

2. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

3. Pets must be leashed or carried and accompanied whenever outside the Unit. In light of possible health problems of some residents, i.e., allergy or phobia, Pets other than handicapped person assistance dogs shall not be permitted to roam free on the Common Elements.

4. Pets are not permitted in any areas which have been or may be designated as no pet areas by the Executive Board.

D. STORAGE

1. All personal property placed in any portion of the Building or any place appurtenant thereto, shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such

E. MOVING

1. Permission for the use of the garage for moving large items requires permission from the Board in advance.

F. CONSTRUCTION REGULATIONS

1. Contractors must be accredited with good references and licensed to do business in Philadelphia. All work shall be performed by responsible contractors approved in advance, in writing, by the Association. Any such contractor shall not, in the opinion of the Executive Board, prejudice relationships among contractors or subcontractors or the relationship between such contractors and their subcontractors or employees, or disturb harmonious labor relations in the Building, and if such disturbance shall occur, the Executive Board shall have the right to prevent access to the Building and/or remove such contractor and its employees from the Building.

2. All contractors must have a certificate of insurance naming the Association as an additional insured party, specifying the following coverage: General Commercial Liability - minimum \$1,000,000; Worker's Compensation - Statutory limits. Neither the Association, nor its Executive Board shall be responsible for any damage or injury caused by such contractor to a Unit or Common Elements.

3. At the request of the Association, waivers of mechanics liens signed by the General Contractor (and subcontractors and material suppliers if necessary) with proof of recording shall be provided to the Association prior to commencement of work.

4. Complete plans and specifications of all work to be performed must be submitted to the Association. Prior to commencing work, construction plans must be approved in writing by the Executive Board and an Association approved architect (at the cost of the Unit Owner). Plans requiring penetration of the Building's envelope, roof, ceilings or floors must be approved in writing by an engineer selected by the Executive Board at the cost of the Unit Owner. Complete plans must show all plumbing, mechanical, electrical and firewall information. Any change in plans and specifications or changes arising in the course of construction must also be approved in writing by the Executive Board prior to implementation of such changes.

5. The Association must be provided with a copy of required building permits obtained from the City, and, prior to use and occupancy, a copy of all other approvals and certificates required in order to permit lawful use and occupancy of the Unit.

6. Contractors must coordinate and schedule all activities (dumpster staging; temporary closedown of any mechanical systems, etc.) with the Association. Unscheduled deliveries may be refused. **Electrical, mechanical or plumbing interruptions require at least one-week prior written notice.**

7. Contractors are responsible for removing their construction debris and trash from the Building. No construction debris or materials are to be placed on the Common Elements. Contractors must make their own arrangements for removal of construction debris.

8. Contractors must provide protection for Common Element floors and walls. Contractors must clean up daily, and following delivery or removal of materials or debris. Contractors shall seal off work area to keep dust out of non-work area.

9. Contractors are responsible for repairing or replacing any damage to a building Common Element, Limited Common Element or adjacent Units caused by the construction process. Should the contractor fail to make such repairs in a timely manner, the Unit Owner contracting for the construction shall be assessed the costs of repairs.

10. Garage doors are to be held open with the "Open" button. No object may be placed in the path of the garage doors.

G. LEASING OF RESIDENTIAL UNITS

1. Unit Owners shall comply with the provisions of the Declaration regarding Leasing.
2. The current form of Lease Addendum approved by the Executive Board is available from management.
3. The current form of Assignment of Rent and Lease is available from management.
4. No portion of a unit (less than the entire Unit) may be leased for any period.
5. All leases must be written and copies must be submitted to the Association five (5) days prior to the tenant's move into the Building.
6. No subleasing is permitted.

H. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint three (3) Unit Owners to serve one (1) year terms as members of the Association "Internal Dispute Resolution Committee." Two members shall constitute a quorum and two votes shall be required for any Committee decision. The Committee shall elect its own Chairperson. Any members of the Committee may serve on the Executive Board.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint Form, the Chairman of the Committee shall attempt to informally resolve the dispute in a fair and equitable manner.

4. If the dispute has not resolved to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Building and mailed to the record address of any non-resident Owner. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The hearing shall be conducted as an informal, quasi-judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the Committee shall excuse him/herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions if a violation has been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s):

- (1) Reprimand/warning
- (2) \$ 50.00 Fine
- (3) \$ 100.00 Fine
- (4) \$ 200.00 Fine
- (5) \$ 500.00 Fine
- (6) \$1,000.00 Fine
- (7) Any of such Fines per day or per occurrence, as appropriate.

8. Within twenty (20) days after receipt of the Committee Report, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. In the event the Executive Board does not ratify in accordance with paragraph 8, the Executive Board may hold a second full hearing on the matter and reverse, revise or confirm the decision of the Committee. In such case, the Executive Board may also levy a fine different than that recommended by the Committee, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.

10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress under the provisions of the Declaration.

12. Fines shall be payable within ten (10) days of imposition and shall constitute assessment liens as provided by the Pennsylvania Uniform Condominium Act.

13. Sanctions pursuant to the Schedule set forth in paragraph 7 above are not exclusive of any other rights and remedies of the Association for violations or for restraining violations.

I. PARKING RULES AND REGULATIONS

1. No vehicle parked in the Garage shall block drive aisles, driveways or other parking spaces. If any vehicles owned or operated by a Unit Owner, Parking Licensee, or their tenants, guests, or invitees shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owner and/or Parking Licensee for any and all damages or losses that may ensue and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner and/or Parking Licensee shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment. Except as expressly permitted by this Declaration, no structure or improvement shall be erected on or within the Garage or on or within a Parking Space including, but not limited to, any vehicle lifts. No gasoline or other flammable liquid or substance shall be kept or stored in the Garage.

2. In the event any vehicle is parked on any portion of the Building or Common Elements in violation of this subparagraph or in violation of the Rules and Regulations, the Executive Board or its agent shall have the right to tow or boot such vehicle upon twenty-four (24) hours notice, which notice shall include the name and telephone number of the person or entity that will perform the towing or booting and the name and telephone number of the person to contact concerning the violation, and which notice shall be sufficient if placed on the vehicle. If such vehicle is parked in a fire lane, blocking another vehicle or blocking the driveways or access to or from the Building or any Parking Space, or otherwise creates a hazardous condition, no notice shall be required and such vehicle may be towed by the Executive Board or its agent immediately. If a vehicle is towed or booted in accordance with this subparagraph, the Association, the Executive Board and its officers, agents and employees shall have no liability to any person for any claim of damage arising out of or in connection with any such towing or booting activity. Any Parking Space designated as being a handicapped space on the Plans is not for the use by the public or anyone other than the Unit Owner or Parking Licensee, to whom the Parking Space has been assigned or licensed, as may be applicable, and each of their guests or invitees. Any vehicle parked in a Parking Space designated as being a handicapped space, other than the vehicle owned by the Unit Owner or Parking Licensee to whom the Parking Space is assigned or appurtenant, and each of their occupant, or their invitees, is considered in violation of this Declaration and will be booted or towed as set forth in this Section 20. Notwithstanding anything to the contrary herein, the Executive Board may elect to impose fines or use other available rights or remedies in addition to or instead of its authority to boot or tow a vehicle as set forth herein.