

WESTWOOD VILLAGE CONDOMINIUM  
AND  
WESTWOOD VILLAGE COMMUNITY FACILITIES  
RULES AND REGULATIONS  
JOINTLY ADOPTED BY  
THE COUNCIL OF WESTWOOD VILLAGE CONDOMINIUM  
AND  
THE BOARD OF DIRECTORS  
OF THE WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC. .

This booklet is presented as a guide to condominium living in Westwood Village.

It covers the experiences of owners over the years. These are the answers that we, as self governing associations, have found workable for Westwood Village.

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## **GENERAL**

Westwood Village Condominium was created and established the 29th day of January, 1975 by the declarant's (M.L.W. Construction Corporation's) submission of the development to the Unit Property Act of Pennsylvania, Act of July 3, 1963, P.L. 196 (68 P.s. §700.101 et seq.). Since that time, the "Declaration Creating and Establishing Westwood Village Condominium" has undergone several amendments that have served both to name HNC Mortgage and Realty Investors, Inc. (later known as the Westport Co., Inc. and later still as CENTRUST TRUST) as successor to M.L.W., and also to allow for the continued expansion of Westwood Village to its present size.

Westwood Village Condominium consists of all completed portions of the development that the declarant has submitted to the Unit Property Act. It does not include the club house, tennis courts, swimming pool, nor the perimeter land along the eastern and northern sides of the development. Westwood Village Condominium is managed by an elected Council of five individuals.

At the same time the Condominium was established, the developer created certain "Community Facilities" (the club house, tennis courts, swimming pool, etc.), and incorporated under the laws of the Commonwealth of Pennsylvania, as a non profit membership corporation, Westwood Village Community Association, Inc. as the entity to which the Community Facilities will be deeded. The Community Association is managed by an elected Board of Directors.

## WESTWOOD VILLAGE CONDOMINIUM

Westwood Village Condominium was created pursuant to its submission to the Pennsylvania Unit Property Act on the 29th of January, 1975. Its operation is governed and restricted by the Unit Property Act, the Declaration Creating and Establishing Westwood Village Condominium (Condo Declaration), the Code of Regulations of Westwood Village Condominium (Code of Regulations), and any rules and regulations duly adopted by Council, in that order.

The following loosely interpreted definitions will help in understanding the structure of Westwood Village.

**Common Elements** - Common Elements can be simply defined as all parts of Westwood Village Condominium that are not part of any Unit.

Common Elements to Which a Unit Enjoys Exclusive Easement - The Condo Declaration allows that the chimney stacks, patios, or balconies adjacent to any Unit, while still being Common Elements, are reserved for exclusive use by that Unit. Storage sheds and Council assigned Sonoma storage areas also fall into this category. Responsibility for maintenance varies in this area. For example a Unit Owner is responsible for cleaning the interior of the chimney stack, while Council maintains the exterior. As is the case with other Common Elements, written Council approval is required for any changes or modifications to these areas.

**Common Interest** - According to the Unit Property Act and to the Condo Declaration, each Unit possesses a "Common Interest in the Common Elements" which is inseparable from the Unit. The Act indicates that Common Interest be expressed as a percentage, and that the total Common Interests of all Units must equal 100%. Hence, each Unit's Common Interest is reduced every time a newly constructed Unit becomes part of the condominium. In Westwood Village the Common Interest is determined by the approximate square footage of living area within each Unit, and is rounded to the closest one thousandth percent (0.001%). The Act requires that Common Interest be the basis for determining Common Expenses (Condo fees) and also the voting rights attributable to each Unit.

**Unit** - The Unit Property Act indicates that a Unit is a part of the property designed or intended for any type of independent use. The ownership of any Unit and the activities conducted within any Unit, with some restrictions, are similar to those associated with the ownership of a private residential dwelling.

**Unit Boundaries** – Our Condo Declaration defines our lateral Unit boundary as the unfinished inner surfaces of the perimeter walls, including the inside surfaces of all doors, windows, and vents. With the exception of the Sonoma buildings, the Unit's vertical boundaries are "the bottom surface of the top chord of the roof truss" and the "concrete slab upon which the Unit is constructed." (The top chord of the roof truss is generally accepted to be that part of the truss which forms the roof-line slope. In other words, any attic space above a Unit is part of that Unit.) -In the Sonoma garden apartments the vertical boundaries are the unfinished surfaces of the floor and of the ceiling in each Unit. Units also include all non load bearing interior walls, wall and floor coverings, appliances and fixtures, and heating and cooling units whether installed inside or outside of the Unit boundaries. Excluded from all Units are the structural support members of all load bearing walls, and any pipes, wires, or other utility lines serving more than one Unit that may pass within the Unit.

Again, these are very loosely worded definitions extracted from the concepts contained in the Act and in the Condo Declaration, written in an attempt to ease the understanding of condominium living.

## COUNCIL

Westwood Village Condominium is managed by an elected Council of five individuals. The Council normally conducts its regular meetings at the club house, 7:00 p.m. on the second Wednesday of each month. Special meetings may be called as necessary in order to transact urgent business. Regular meetings are open to all interested Unit Owners and residents. However, Council does reserve the right to retire to closed door executive session if determined necessary by a majority of Council. In order that business be conducted as efficiently as possible, individuals who desire that a particular issue or topic be addressed should notify Council the week prior to the meeting. Such notification should be in writing, if at all possible.

The Council of Westwood Village Condominium is responsible for the following:

**Management of the Finances of the Condominium** This includes determining condo fees (assessments), collection and investment of monies, approval of expenditures, and financial planning and budgeting to assure the continued existence of Westwood Village as a viable community.

**Exterior Maintenance** This includes repair and maintenance of roofs, siding, roads, parking areas, sidewalks, lawns, plantings, and other Common Elements such as Sonoma building hallways.

**Policies, Rules, and Regulations** This includes approval of exterior changes, interior modifications (to maintain structural integrity), continuity of outside appearance, and fire and safety regulations.

Westwood Village is not an apartment complex. The Council is not a local police force, or a group to resolve complaints between neighbors. Each Unit is an individually owned home with common ownership of Common Elements.

As a general rule, before you contact a member of Council, apply the test, "what would you do if you lived in an individual home on a lot by 150' lot"? If your answer is "I'd talk to my neighbor first," then do it. If you'd call your landlord, do that. If you'd call the local police, then do that. If you'd call the township about dog control violations, then do that. If you'd call a plumber, do so.

The following represents some of the situations that Council needs to be aware of.

1. Leaking roofs or water leakage around windows.
2. Air leakage; improper seals around windows.
3. Rain gutter blockage or damage to rain gutters.
4. Lawn and shrubbery maintenance.
5. Sidewalks, roads, and parking lot maintenance.

6. Trash container repair and maintenance.
7. Bee and wasp nests.
8. Sonoma building hallway and stairway maintenance (doors, windows, walls, carpets, etc.).
9. Violations of policies, rules, or regulations.
10. Exterior building maintenance and painting.
11. Internal building modifications (fireplaces, woodstoves, wall changes, doorways, etc.) which must be approved by Council.

The Council does have the authority to assure that all rules and regulations of the Condominium Documents are part of any lease arrangement. The Council does have the authority to act on an owner's behalf to evict tenants in violation of any lease arrangement dealing with the Condominium Documents.

Council members serve a three year term. Two members are elected annually, excepting each third year when only one is elected. This allows for a controlled turnover and a degree of continuity in the management of condominium business.

## RULES AND REGULATIONS

FOR

### WESTWOOD VILLAGE CONDOMINIUM

1. The greens, walkways, and entrances in front of each Unit shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. The exterior of any Unit shall not be decorated in any manner without prior consent of Council.
3. Articles shall not be hung or shaken from the outside of the doors or windows or placed upon the window sills of the Units.
4. Bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall not be allowed to stand in any of the common areas.
5. No owner shall make or permit any noise that will disturb or annoy the occupants of any of the dwellings in the development or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners or tenants.
6. Each owner shall keep such owner's Unit in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown thereof from, or from the doors or windows thereof, any dirt or other substance.
7. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Units, except such as shall have been approved in writing by Council, nor shall anything be projected out of any window in the Units without similar approval.
8. All garbage and refuse must be but in plastic bags. This **is** perhaps one of our greatest problems. When loose paper, etc. is dumped un-bagged, it gets wet and clings to the bottom of the trash container. The Township operators then bang the bins violently to get all the loose, wet, smelly garbage and paper from the bottom of the bins. As a result, tops and wheels come off and then have to be welded. This costs us all money, since the containers belong to us. Bagging also prevents the refuse areas from becoming eyesores, cuts down on flies and odors.
9. Water closets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closets

or other apparatus shall be paid for by the owner of the Unit.

10. No owner shall send any employee of Council out of the Village on any private business of the owner.
11. It is permitted for the owners of the Units to own house pets. However, it is the owner's responsibility to control them so as not to inconvenience other owners. The owner shall indemnify Council and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the development. In no event, shall dogs be permitted in any of the public portions of the development unless carried or on leash. In addition, no animals and/or pets may be tied to lamp posts, porches or common areas, unless the animals are tied in designated areas discussed below. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, the owner thereof must cause the problem to be corrected, the owner, upon written notice by the Council, will be required to remove the animal from the premises. For sanitary purposes, animals may only be walked in designated areas set aside by Council. Owners must clean up the dog walk area after each use by their pets. Not only do the droppings appear unsightly in the heavily used common areas, but also pose a health hazard.
12. The agents of Council and any contractor or workman authorized by Council may enter any unit or patio at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, the Code of Regulations, or these Rules and Regulations. Except in case of emergency, entry will be made by prearrangement with the resident.
13. Council may retain a pass key to each Unit. No person shall alter any lock or install a new lock on any door leading into any Unit without the prior consent of Council. If such consent is given, the owner shall provide Council with a key for Council's use, in accordance with the Condominium Documents. For security reasons, installation of a dead bolt type lock is not only recommended, but is hereby authorized by Council for each Unit. The owner of any Unit in which a dead bolt lock is installed shall notify Council of the installation in writing, and shall provide Council with a pass key as stated above. If an emergency requires Council to enter any Unit, Council will attempt to have a minimum of two representatives present.
14. No radio or television aerial shall be attached to or hung from the exterior of the Units without written approval of Council.
15. The owners and residents, their employees, servants, agents, visitors, licensee, and families shall park only in designated parking areas. Parking in the street or in the

fire lanes is strictly prohibited as it impairs the movement of emergency service vehicles and other traffic. All vehicles parked on the property shall be operable and shall display a current state registration. Any vehicle registered in a state that requires a state inspection shall also display a current inspection sticker. No major vehicle repairs may be made on the premises. Violators will be notified by Council and will have 10 days to correct the problem, after which the vehicle will be removed at the owner's expense.

16. Any campers, boats, trailers, other recreational vehicles, or oversized or commercial vehicles must be parked in areas designated by Council. Any vehicles parked in unauthorized areas are subject to towing at the owner's expense.
17. All damage to the Units or to the Common Elements caused by the moving or carrying of any articles therein shall be paid for by the owner responsible for the presence of such article.
18. Common area water shall not be left running any unreasonable or unnecessary length of time. Council may authorize the use of water at its own discretion for maintenance purposes. Car wash facilities turn on the first of May.
19. No owner shall use or permit to be brought into the Units any inflammable oils or fluids such as gasoline, kerosene, naphtha, ~~benzine~~ benzene, other explosive, or articles deemed hazardous to life, limb, or property, without in each case obtaining written consent of Council.
20. The owners shall not be allowed to put their names on any entry of the Units, except in the proper place provided by Council for such purposes.
21. No owner shall do any painting of the exterior of the Units or to the patios, fences, or storage areas without the written consent of Council.
22. Any owner wishing to plant flowers, trees, or shrubs outside of his patio area must obtain written permission from Council before doing so. Vegetable gardens are not permitted at any time. If you wish, you may arrange for space in the special garden area for vegetable planting. Please call a member of Council.
23. The owners must keep the interior of the patios and storage sheds clean and free from obstructions. Nothing shall be hung in the patios above the fence lines. Council assumes no liability for loss or damage to articles stored in the patios or storage sheds. The owner or occupant of each Sonoma Unit shall identify the storage unit containing their belongings by putting the Unit number on the storage bin. In the event that two or more Unit owners or occupants cannot agree as to

which storage area belongs to which Unit, Council shall make a final determination.

24. Any damage to the buildings, common areas, or equipment caused by residents' children or their guests shall be repaired by Council at the expense of the residents. Residents shall be held responsible for the actions of their children and of their guests.
25. Complaints regarding the management of the Units or the Common Elements, or the actions of other owners, tenants, or guests, shall be made in writing to the Council. Just a reminder to all those renting property. Westwood Village rules and regulations apply to all; owner and renter both.
26. Any consent or approval given under these Community Rules by Council shall be revocable at any time.
27. No minibikes, motorcycles, or snowmobiles shall be operated or parked on the grass, sidewalks, or patios.
28. The Westwood Village speed limit is fifteen (15) miles per hour.

Any owners and/or residents, their employees, servants, agents, visitors, licensees, and families that are found to be in violation of the above stated rules and regulations or any other governing documents (such as the Declaration or the Code of Regulations) of Westwood Village shall be subject to the following actions initiated by Council:

1. Notification by letter as a warning to discontinue such offensive behavior and/or conditions the first time such behavior and/or conditions are so noted.
2. Notification by letter with accompanying \$25.00 fine to be paid in full within thirty (30) days of such notification.
3. Notification by letter with accompanying \$50.00 fine to be paid in full within thirty (30) days of such notification.

Any fine that is not paid in full within the thirty (30) days allowed for such notification could result in a lien being placed on the Unit Owner's property until any and all debts are so satisfied.

## **WESTWOOD VILLAGE COMMUNITY ASSOCIATION, INC**

Westwood Village Community Association, Inc. is a not for profit corporation, incorporated under the laws of the Commonwealth of Pennsylvania. At the same time the Condominium was established, the developer created certain "Community Facilities" (the club house, tennis courts, swimming pool, etc.) and incorporated the Community Association as the entity to which the "Community Facilities" will be deeded. The Community Association was established with one membership per unit, one vote per unit, and equal assessments per unit. This is why your monthly condo fee is broken down into a 'flat rate' charge for "Community Facilities", and a proportional charge, depending on unit size, for "Common Elements".

The Community Association is managed by an elected Board of Directors, consisting of at least five natural individuals. Board members must be Association members (Unit Owners).

**The Board of Directors of  
Westwood Village Community Association, Inc.**

The Board of Directors is responsible for the affairs of the Community Association, governing according to the provisions of the "Declaration of Covenants and Restrictions, Westwood Village Community Association, Inc.", the "By-laws of Westwood Village Community Association, Inc.", and any rules and regulations duly adopted by the Board, in that order.

The Board conducts regular meetings at intervals specified in the By-laws, Article V. Regular Board meetings must be conducted at least four times per year, and any Association Member may attend these meetings. The Board reserves the right to caucus privately for purposes of discussion, and may call special meetings for the purpose of transacting urgent business.

The Board shall determine "Community Facilities" assessments in accordance with the appropriate Association documents. By agreement with the Condominium Council, all fees shall be payable to "The Council of Westwood Village Condominium". Council shall deliver to the Board that portion of the fees that is assessed for "Community Facilities".

**WESTWOOD VILLAGE COMMUNITY ASSOCIATION. INC.**  
**RULES FOR USE OF POOL FACILITY**

The following rules and regulations are for the protection and benefit of all to assure safe and sanitary operation of the pool facilities. Your cooperation in abiding by these conditions will afford pleasant recreation for all concerned. Parents are requested to caution their children to observe all rules and regulations and to obey instructions of all employees. Any failure to comply with these rules shall be considered sufficient cause for any action deemed necessary by The Board of Directors, Westwood Village Community Association, Inc., including the barring of violators from the use of the pool area.

1. All persons using the pool or pool area do so at their own risk and sole responsibility. The Board of Directors does not assume responsibility for any accident or injury in connection with such use.
2. The condominium owner agrees to save harmless the Board of Directors and/or owners from any and all liabilities and action of whatsoever nature by any guest or guests of the condominium owner growing out of the use of the swimming pool or pool area.
3. Condominium owners will be held responsible for all actions of their guests.
4. The cost of any property damage will be charged to the responsible party.
5. The Westwood Village Community Association, Inc. will not be responsible for loss or damage to any personal property of any kind.
6. The pool may be closed at any time due to weather, breakdown or other operational difficulties, at the discretion of the attendant in charge.
7. Running, pushing, wrestling, or causing undue disturbance in or about the pool area will not be tolerated.
8. Only one person may be on the diving board at a time. Diving is permitted straight away from the board ONLY.
9. Swim rafts, floats, and play equipment are permitted in the pool at the discretion of the lifeguard on duty. They are excluded from the roped off diving area.
10. No pets are allowed in the pool area.
11. No wheeled vehicles are allowed in the pool area.
12. No personal property should be left overnight.
13. Use of small pool toys will be permitted at the discretion of the lifeguard.
- 14.. Proper swimming attire must be worn in the pool area..
15. No children over five years of age are to use the wading pool. No children in diapers will be allowed without rubber pants. No children in diapers are to use the adult pool.

16. Expecterating or blowing the nose in the pool is prohibited.
17. No abusive or profane language, or breach of the peace will be tolerated. Any individual who, in the opinion of either the Pool Manager or the lifeguard, appears to be intoxicated or under the influence of alcohol or any illicit drug shall not be allowed to enter or to remain in the pool area.
18. Admission shall be refused all persons having any infectious disease, sore or inflamed eyes, colds, nasal or ear discharges, or any communicable disease. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted in the pool.
19. Bath house, shower, and sanitary facilities are provided. Only pool users are to use the bath facilities.
20. All accidents must be reported to the lifeguard immediately.
21. All persons use this facility at their own risk, and in compliance with all rules and regulations. Any person may be barred from the pool or pool area at the discretion of the attendant in charge for violations of rules and regulations or for any other reason which, in his judgment, constitutes a hazard to others or to the management.
22. The attendant in charge is responsible for the strict enforcement of the rules. The lifeguard has authorization to temporarily deprive any owner, tenant, or guest of this facility. A written statement by the lifeguard is to be filed with the Board of Directors within 24 hours if such action is taken.
23. No glass containers will be allowed in the pool area. All beverages must be contained in non breakable containers. All cans, cups, etc. must be disposed of properly. No beverages of any kind shall be allowed within three feet of the edge of the pool or in the pool itself. Large or excessive quantities of alcoholic beverages are strictly prohibited. Both the Pool Manager and the lifeguard have the authority to determine what constitutes a large or excessive quantity, and shall restrict such quantities accordingly. Possession of or consumption of alcoholic beverages by individuals under twenty-one years of age is a violation of state law, and will not be tolerated.
24. All residents of Westwood Village shall register at the desk.
25. Each unit may have two free guests at the pool at one time. For each guest over this maximum of two, a one dollar fee will be charged. All guests must be registered with the lifeguard by the unit owner or tenant. Minor children DO NOT have the privilege of inviting guests to the pool. Guest privileges are for the owners and/or tenants only.
26. No unit owner may have an excess of eight guests at any one time unless prior approval has been received from the Pool Manager. Any number over eight constitutes a private party, and arrangements for the pool are necessary.
27. Private use of the pool for parties shall be approved at the discretion of the Pool Manager. Application forms must be completed and submitted along with the required deposit as soon as possible, but at least (7) seven days prior to the party. The charge for private parties are listed on the form. Lifeguard arrangements are made the Head Lifeguard or Pool Manager. The lifeguard must be paid directly by the owner and/or tenant at a minimum rate of their normal hourly wage for the expected duration of the party. Application may be obtained by calling the clubhouse at 732-5236 or from the lifeguard.

28. Children under twelve (12) must be accompanied by a responsible adult for admission to the pool.
29. Pursuant to By-Laws of Westwood Village Community Association, Inc., Article III, Section 5, the Board of Directors may suspend the membership rights of any member whose assessments are unpaid. Additionally, if the personal conduct of any owner, tenant, or guest violates the provisions of these Rules and Regulations, the Board of Directors may suspend any voting rights and the rights to use the Community Facilities for a period not to exceed thirty days.

**THE BOARD OF DIRECTORS RESERVES THE RIGHT TO MODIFY THESE RULES AS CONDITIONS WARRANT.**

POOL SEASON

The pool will be opened Memorial Day Weekend through Labor Day Weekend.

POOL HOURS

Weekday 1:00 p.m. to 8:00 p.m. (Rental after 8:00 p.m.)

Weekends 11:00 a.m, to 8:00 p.m. (Rental after 8:00 p.m.)

## CLUBHOUSE RULES

1. Reservations are made on a first come, first serve basis.
2. A reservation is valid only when a form is completely filled out and the proper fee accompanies it.
3. Reservation forms can be secured from the Clubhouse. Call 732-5236.
4. Parties may not start before 9 a.m., and may not last after 2:00 a.m.
5. The Clubhouse must be cleaned after each party. This includes running the vacuum cleaner, cleaning the kitchen and refrigerator, the bathroom and toilet, put furniture back to its original location and, in general, leave the place as you would want your living room. All debris outside must be picked up and all trash disposed of. Turn out the lights and lock the door. Also, remember to turn off the ceiling fans if used. In the winter, REMEMBER to TURN OFF THE WALL. Failure to do so will result in not having deposit returned. Return key, by noon of the day following the party.
6. Your deposit will be returned to you provided the above conditions are met.
7. If reservation is canceled 24 hours in advance of the party date, deposit will be refunded. If reservation is not canceled and the party is not held, only one half of the deposit will be refunded.
8. No pets allowed in the Clubhouse.
9. If tennis courts are used by guests during private party, they are to be relinquished to homeowner upon their arrival to the courts.

## RULES FOR USE OF TENNIS COURTS

1. Tennis courts will be on a first come, first served basis. If other residents are waiting to use the courts, play is limited to one (1) hour.
2. No pets are allowed on the tennis courts. No children under ten years of age are allowed on the tennis courts unless accompanied by a parent or responsible adult.
3. No wheeled vehicles are allowed on the courts. -
4. No food is allowed on the tennis courts. All beverages brought on the courts must be in a Thermos jug or plastic container. No glass is allowed on the courts.
5. A key is available by contacting the President of the Board of Directors. The charge will be the cost of making a new key.
6. No wet bathing suits or any footwear other than tennis shoes are allowed on the courts.
7. Please release tension on the nets when you are finished playing.
8. Last one out, please lock the gate.