

DEHAVEN COURT AT ELFINWILD

CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

DEHAVEN COURT AT ELFINWILD CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
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Guidelines for Unit Resale

DEHAVEN COURT AT ELFINWILD CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

(Note: Definitions of terms initially capitalized are as found in Article I, Section 3 of the Declaration of Condominium of the DeHaven Court at Elfinwild Condominiums Project.)

ARTICLE I – Use of Units

Amended
1/20/00

1. Residential Units are limited to the occupancy by single families, of which neither of the principal adults (husband, wife, whether owner or not) shall be less than the age of fifty-five (55). No one shall be permitted to permanently reside in the premises unless they are age nineteen (19) years of age or older. Purchasers or tenants shall bind themselves and their successors, heirs, and assigns to this restriction, unless and until modified by action of the Executive Board.

Amended
12/15/99

2. No industry, business, trade, or commercial activities except for home professions without regular visits from the public shall be conducted, maintained, or permitted on any part of the property nor shall any “For Sale”, “For Rent”, or “For Lease” signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein without the permission of the Executive Board in writing or shall any Unit be used or rented for transient, hotel or motel purposes. Only one (1) for Sale or Rent sign at a time is permitted on site and the sign be allowed up for only a six-week period.

Deleted
12/15/99

Original #3

3. No electrical devices creating unusual electrical overloading may be used in the Units without permission from the Executive Board.
4. No substantial alteration or remodeling of a Unit involving the cutting or moving of partition walls may be done without permission from the Executive Board.
5. Misuse or abuse of appliances or fixtures within the Unit is prohibited; any damage resulting from such misuses shall be the responsibility of the Unit Owner in whose Unit it shall has been caused.

Amended
12/15/99

6. The color of the reverse side of all window draperies and curtains must be uniform in color for all buildings and approved by the Executive Board of the Condominium Association.
7. No Garden Unit Owner shall be permitted to have any carpeted area replaced with hard-surfaced flooring (i.e., tile, slate, wood, etc.) except an area not larger than twenty-four (24) square feet at the entrance (foyer) of this Unit.

Amended
11/13/00

8. The DeHaven Court at Elfinwild Condominium Association Executive Board hereby selects Clopay, PW Series Garage Door, Model 4050 white as the replacement door of choice. All Quad Owners who desire to replace their garage door must do so with this model both now and in the future.

Amended
10/15/08

9. The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby allows blinds on the Quad patios ONLY as long as they are like color (beige) and style of the existing installation and that said blinds are not permitted on the Garden Apartments due to these balconies being limited common area and the roofs on the Quad patios are the responsibility of the Owners.

ARTICLE II – Use of Common Areas and Common Properties of the Association

1. There shall be no obstruction of the Common Areas or Common Elements of the Condominium, nor shall anything be stored in the Common Areas without the prior consent of the Executive Board except as hereinafter expressly provided.
2. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of the walls or doors of a Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part of or exposed on or at any window without the prior consent of the Executive Board.

Amended
12/15/99

3. No garbage cans, trash barrels, or other obstructing personal property shall be placed in driveways or on patios nor shall anything except for seasonal decorations be hung from the windows or fences surrounding the patios or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, or patios. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a Unit or exposed on the Limited Common Elements or the Common Elements of the Condominium. No accumulation of rubbish, debris, or unsightly material will be permitted in the Common Elements of the Condominium except in designated trash storage areas. Limited Common Elements used for storage shall be kept neat and clean and vermin shall be prevented. No clothes shall be hung or dried outside of the Units in the Common Areas, Limited Common Elements, or Common Elements of the Condominium.
4. No terrace, balcony, or patio shall be enclosed or covered by any awning or otherwise enclosed without the consent in writing by the Executive Board.

Amended
5/15/96

5. Unit Owners shall not paint, stain, or otherwise change the color of any exterior portion of any Building.
6. Each Unit Owner shall keep his Unit and any Limited Common Element Area to which he has sole access in a good state of preservation and cleanliness.

Amended
12/15/99

7. Storage of materials in the Common Element Areas or use of other areas designated by the Executive Board shall be at the risk of the person storing

the materials. The Executive Board retains the right to request that stored items be removed at any time.

Amended
2/5/94

8. Other than for holidays, there is no policy reserving the Clubhouse for certain days of the month over an extended period nor is there any restriction on how far in advance it can be reserved. However, at the discretion of the Executive Board, a resident reserving the Clubhouse on a regular basis can be asked to reschedule if the Clubhouse is needed for an Association function.

Amended
2/15/99

9. The Clubhouse and apartment rental fees come from the residents and Owners at DeHaven Court and that the Clubhouse and Apartment facilities only be rented to groups or organizations that are associated with an Owner or occupant of DeHaven Court. The Resident must be in attendance.

Amended
1/13/10

10. The Executive Board accepts Clubhouse rental fee for the Year 2010 at a flat rate of \$100 and an agreement to cover damages incurred during said rental be signed by the sponsoring party prior to the event.

Amended
4/21/10

11. The Executive Board approves that no new trees and shrubs may be planted by Residents. New or replacement trees or shrubs must be approved by the Executive Board and directed to the landscaping contractor for planting. Residents may plant their own flowers.

Amended
10/15/08

12. The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby allows blinds on the Quad patios ONLY as long as they are like color (beige) and style of the existing installation and that said blinds are not permitted on the Garden Apartments due to these balconies being limited common area and the roofs on the Quad patios are the responsibility of the Owners.

ARTICLE III –Actions of Unit Owners

1. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Buildings by himself, his family, servants, employees, agents, visitors, and licensees nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instruments or operate or suffer to be operated a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause reasonable disturbances to other Unit Owners.
2. Unit Owners shall comply with and confirm to all applicable laws and regulations of the United States and of the Commonwealth of Pennsylvania and all ordinances, rules, and regulations of the Township of Shaler (including but not limited to Planned Residential Development regulations as noted in the Township of Shaler Zoning Ordinances, No. 1650 of 1990) and shall save the Association or other Unit Owners harmless from all fines, penalties, cost, and prosecutions for the violation thereof or non-compliance therewith.
3. Unit Owners shall be held responsible for the actions of their visitors and guests.
4. Unit Owners shall not be permitted to have outside kennels for pets nor to have pets which will interfere with the rights, comforts, or convenience of the other Unit Owners.

ARTICLE IV– Insurance

1. Nothing shall be done or kept which will increase the rate of insurance of any of the Buildings or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Commons Elements which will result in the cancellation of insurance on any of the Buildings or contents thereof of which would be in violation of any law. No waste shall be permitted in the Common Elements.
2. A Unit Owner shall comply with the rules and regulations of the Pennsylvania Fire Rating Association and with the rules and regulations contained in any fire insurance policy upon said Building or the property contained therein.
3. Damage by fire or accident affecting the Unit, Common Elements, or the liability of the Unit Owners or the Association will be promptly reported to the Executive Board immediately following the occurrence thereof.

Amended
10/22/04

4. Upon advice from the risk management agent of SeniorCare Network, the maintenance staff of DeHaven Court will not shovel snow between the cars due to liability issues.

Amended
3/10/2010

5. The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby approves the increase from \$1M to \$5M umbrella coverage by State Farm Insurance and the increase of \$88.66 per month in premiums.

ARTICLE V – Motor Vehicles

1. The parking area shall not be used for any purpose other than to park automobiles and personal pickups excluding specifically commercial vehicles, trailers, or boats. No vehicle shall be parked in such manner as to impede or prevent ready access to another Unit Owner's or visitor's parking space.

Amended
7/6/95

2. Motor vehicles belonging to Unit Owners or their family are to be parked only in areas assigned to such Units. There will be no charge for the parking of a resident Owner's second vehicle in a space not assigned to that resident with the following exceptions or restrictions:

Amended
12/15/99

- a. Those who have made arrangements with other residents to use their assigned space may continue to do so

Amended
7/12/95

- b. Owners having a second vehicle should be encouraged to park in the spaces in front of the complex marked "Visitor Parking".

Amended
12/15/99

3. Visitor parking spaces are only for the temporary use of guest and invitees of Unit Owners or the Association.

ARTICLE VI – General

1. No part of the Property or Common Elements shall be used for other than the purposes for which such part of the Condominium Property was designed.
2. Failure to maintain the Common Elements in reasonable order and condition in accordance with the Condominium Development Plan submitted to the Township of Shaler, shall enable the Township of Shaler to serve written notice upon the Association to demand that such deficiencies of maintenance be cured within a 30-day time period and if such deficiencies are not corrected within the time period or any extension thereof the Township fo Shaler may enter upon said Common Elements and maintain such Common Elements for one (1) year. The cost incurred for such proceedings and maintenance shall be assessed ratable against all Unit Owners.

Amended
12/15/99

3. Residents are to use Service Request Forms when wanting work done by maintenance staff. Residents are reminded that maintenance staff is responsible for Common Area repairs. If you need work within your Unit, you should make arrangements with your own repairman.

Amended
1/20/00

The maintenance person or their successor(s) are authorized to perform maintenance work for members of the Association during their scheduled work hours upon the following terms:

- a. All maintenance performed inside a unit is to be true maintenance as outlined by the Executive Committee. Work inside of the unit does not include housekeeping, cleaning, or running errands. Time within a Unit is to be limited to 15 minutes. If it is determined by maintenance that the task requested will extend past the allowed time, they should suggest that the resident call in an outside contractor. No work will be done without a properly filled in Service Request Form. Blank Service Request Forms will be located in the lobby of the Clubhouse and also the lobby of the Garden Buildings.

See list in
Declarations
8-3/4

Amended
1/20/00

4. When making Monthly Common Charge payments, Residents/Owners shall use the coupons provided and make checks payable to DeHaven Court Condominiums.

Amended
6/12/97

5. The Executive Committee of DeHaven Court at Elfinwild unanimously agreed to discontinue the use of the current forms used by persons interested in running for Executive Committee positions and form a nominating committee consisting of building representatives.

Amended
11/23/01

6. The Executive Committee of DeHaven Court at Elfinwild hereby agrees that any Owner wishing to address the Membership at a regularly scheduled General Membership meeting will be given ten minutes to make their presentation, and the person giving a rebuttal will also be allowed ten minutes.

ARTICLE VII – Administration

1. Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at anytime by resolution of the Executive Board.
2. No Owner shall send any employee of the management out of the Property on any private business of the Owner.
3. Any complaint regarding the management of the Condominiums or regarding actions of other Unit Owners shall be made in writing to the Executive Board or the appropriate Association committee.
4. If a Unit Owner at his own risk pays his monthly charge directly to a person unauthorized to accept such payment, the Manager will endeavor to mail or otherwise forward a receipt for such payment in fact turned over to him, but the Association and the Manager accept no responsibility in this manner.
5. Pursuant to the terms and conditions of the Conditional Use approval granted by Township of Shaler, the Township of Shaler shall be properly notified in writing any termination or assignment of any agreement with an entity and/or individual which affects the administration and management of the Condominiums. The Township of Shaler upon receipt of such notice shall not unreasonably withhold approval of such termination or assignment and shall provide that written consent of said termination or assignment.
6. Right is specifically reserved to the Executive Board to rescind, change, or amend the foregoing Rules and Regulations and to adopt such other rules and regulations as from time to time the Executive Board may deem necessary.

Amended
4/9/94

7. Copies of minutes for the General Membership meetings will be placed in the Clubhouse and also in the lobby of the Garden Buildings for the Residents instead of being hand-delivered to each Unit.

Amended
7/7/94

8. SeniorCare Network will retain the appointment of Assistant Secretary/Treasurer by the original Executive Board with the authority to carry on the usual business of the Association. The arrangement relieves the Secretary and the Treasurer of the relatively onerous task prescribed in the By-Laws.

Amended
8/31/94

9. Money from the Reserve for Replacement Funds will not be used to pay Operating Expenses. It is understood that Management can temporarily use money from Reserve for Replacement funds to cover cash-flow shortage as long as the money is returned to the Reserve for Replacement Fund.

Amended
11/3/99

The money from the Reserve for Replacement Fund may also be used for operating expenses at the discretion of the Executive Board once an evaluation is made concerning the balance of the Reserve for Replacement Fund as it relates to the study by National Realty Association.

Amended
10/18/06

10. Executive Board of the DeHaven Court at Elfinwild Condominium Association hereby agrees to establish a Landscaping Reserve Fund in 2007.

Amended
12/14/94

- 11
10. SeniorCare Network will begin to prepare cash basis statements effective with the January 1, 1995, statement instead of using accrual.

SeniorCare Network will provide monthly statements of:

- a. Project disbursement
- b. Project revenues
- c. Bank reconciliation
 - (1) Operating Accounts
 - (2) Reserve for Replacement
- d. Balance sheets
- e. Accounts Receivable Statement

Apartment rental revenues will be included in the operating revenue and Clubhouse rental revenue will go to the Reserve for Replacement Fund.

All rental checks will be clearly marked before submission to indicate Apartment or Clubhouse rental.

All Executive Board Members, Finance Committee designee, and Treasurer will receive monthly copies of the Balance Sheet and Year-to-date Revenue and Expense Statements. In addition, the Treasurer would receive Statement of Monthly Disbursements, Bank Reconciliation Forms, and monthly receipts.

Executive Board granted permission for SeniorCare Network management staff to attend the monthly Executive Committee meetings. They would provide service of taking minutes for the meetings and explaining and reviewing the monthly financial statements.

Amended
9/17/01

The following Offices of SeniorCare Network, Inc., as Agents for DeHaven Court at Elfinwild Condominium association are authorized to execute and open bank accounts in the name of DeHaven Court at Elfinwild Condominium Association.

President as Agent
Vice President as Agent
Vice President and Treasurer as Agent
Secretary as Agent

✓ And be it further

RESOLVED, that the Director and Secretary of SeniorCare Network, Inc., as Agent is authorized to have prepared a facsimile of his signature for use in preparing checks of \$999.99 or less on any and all accounts in financial institutions in which the funds of DeHaven Court at Elfinwild Condominium Association are on deposit;

✓ And be it further

RESOLVED, that any one of the following Officers of SeniorCare Network, Inc., as Agents are authorized to sign checks of \$1000 to \$2,499.99 on any and all accounts in financial institutions in which funds of the DeHaven Court at Elfinwild Condominium Association are on deposit:

President as Agent
Vice President as Agent
Vice President and Treasurer as Agent
Secretary as Agent

✓ And be it further

RESOLVED, that any of the following Officers of the DeHaven Court at Elfinwild Condominium Association are authorized to certify any and all documents of forms required to put these resolutions into effect:

President
Vice President(s)
Secretary
Assistant Secretary(s)

available further

Amended 12
12/17/08 11.

The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby will revise the allocation of funds according to time of year monies are required.

Amended 13
8/16/95 12.

Unit Owners are asked to voluntarily provide a key to their apartment to be placed in a locked box in the office for access to their Units in an emergency situation.

Amended 14
2/10/98 13.

The Executive Board of DeHaven Court at Elfinwild hereby agrees that all money from the Reserve for Replacement Fund be combined with the money in the Dreyfus Money Market account along with any year-end excess.

Amended
8/26/99

The Executive Board of DeHaven Court at Elfinwild hereby agrees that the end of any given year when there is an excess of operating funds, those funds may be placed in an Operating Reserve Account if done prior to the end of the year.

Amended 15
10/13/98 14.

The existing petty cash account of \$100 will be turned over to the maintenance person to administer.

Amended 16
11/23/01 15.

The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby agrees that any expense for the Clubhouse under \$10 be taken from petty cash rather than the activities account.

Amended 17
10/13/98 16.

The Executive Board of DeHaven Court at Elfinwild Condominium Association hereby authorizes Mr. Robert Finke, or his successor at SeniorCare Network, to place any operations funds in excess of \$5,000 into the Business Investment Account at his discretion.

Amended
1/12/99

18
~~17.~~

All Resale Certificates be changed to include language covering all approved additions to existing structures as the sole responsibility of the Owner.

Amended
1/12/99

19
~~18.~~

No Resale Fee will be charged in the event that a sale transpires between two existing Owners as long as the Unit that is left vacant is placed on the market for sale.

Amended
3/15/05

20
~~19.~~

Assessment fee of \$25 if the Condominium Book is not turned over to new Owner(s).

Guest Apartment Rules

1. Scheduled use of the Apartment will be on a first-come-first-served basis.
2. Use of the Apartment is for guests of residents ONLY.
3. Upon arrival, place plaque (IN RESIDENCE) which is located on the wall inside the door on the outside of the door.
4. The Apartment will be in a state of orderliness by the user, determined by manager and a representative of the Activities Committee. Extra clean up (above normal cleaning) and missing or broken items will be to the sponsor of the Apartment user.
5. No pets allowed and no smoking permitted in the Apartment.
6. Condominium Association is not responsible for any missing personal items of the user.
7. One Apartment key will be given to the resident renting (if a second key is needed, it is available) and the resident will be responsible for the key. There will be a replacement charge of \$5 for any lost key.
8. All used linens (sheets and towels) should be removed and placed in the laundry basket which is located in the hall closet prior to departure.
9. Do not re-arrange the furniture.
10. Check-in time: 3:00 p.m. Check-out time: 11:00 a.m.
11. The telephone in the apartment can only be used for local calls. The number is (412) 492-9279.
12. Do not take combustible materials into the apartment such as gasoline, live Christmas trees, etc.
13. Upon departure, be certain ALL lights, appliances, TVs, etc., are off. If winter, turn thermostat to 65 degrees; if summer, and the air conditioning is on, turn thermostat to 85 degrees.
14. When checking out, remove the plaque from the front door and hang it on the hook inside the door on the left. Lock the door and return the key and check (made payable to DeHaven Court) to Sally Zana, Unit 102.
15. Do not leave any dirty dishes in the sink or clean dishes in the dishwasher. Please put them away.

RATE: \$40 per night.

~~\$60.~~

Clubhouse Rules

1. Scheduled use of the Clubhouse will be on a first-come-first-served basis.
2. Requests for private use of the Clubhouse must be in writing and sponsored by an Owner.
3. Extra clean up (above normal cleaning) and missing or broken items will be billed to the sponsor at cost.
4. All scheduled events should be concluded by 12:00 a.m.
5. The sponsoring Owner will be responsible for the conduct of their guests.
6. Parking arrangements for groups of 30 or more must be reviewed and approved by the Executive Committee.
7. The sale of alcohol and provision of alcohol to a minor is prohibited.
8. Scheduling of the Clubhouse for holiday events will be done on a rotational first-come-first-served basis 60 days prior to the holiday. If no one has requested a reservation within 60 days, the normal procedures apply. Holidays are defined as follows: New Year's Eve, New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Amended
2/20/08

9. The Executive Board hereby agrees to name the large room in the Clubhouse the "Chuck Bassett" room and a bronze marker be mounted on the wall to mark the permanent memorial to this individual.

Routine Use

1. All Owners will have a key to the Clubhouse. There will be a replacement charge of \$5 for any lost keys.
2. Owners will have access to the Clubhouse facilities during unreserved times.
3. Owners should insure that all lights and appliances are turned off and that entrance doors are secured prior to leaving the Clubhouse.
4. A calendar will be posted for scheduled events and reserved dates.
5. **No smoking in the Clubhouse.**
6. No pets allowed inside the Clubhouse.

**DEHAVEN COURT CONDOMINIUM'S CLUBHOUSE
RESERVATION FORM**

Name: _____ Unit: _____

Phone: _____ Number Expected: _____

Event Type (card party, dinner, etc.): _____

To: All owners:

We all have an equal share in the clubhouse at DeHaven Court. That is why we each have two keys. Therefore, we ask those who use this facility to treat it the same way as you do your own home. When you use the clubhouse, we encourage you to leave it in as good condition, or better than you found it. We are fortunate to have such a facility like this with the apartment, as not many retirement centers have these quality accommodations. So we all have to join in as a team to keep a nice, clean quality clubhouse.

The following are common guidelines followed when renting the clubhouse. Any request for change should put in writing to the Executive Committee ten days before your event.

- Wash soiled dishes, silverware, pots, pans, coffee pots, etc. Place them in their normal storage area.
- If you use the kitchen linens, take them home, wash and return to the drawer.
- Be certain all burners and the oven is turned off. If something spills over in the oven, leave a note when you will be back to clean it up.
- Sweep the kitchen floor and vacuum the carpeting. There is a vacuum cleaner in the furnace room and/or utility closet in the hall.
- If it is winter, turn thermostat to 65 degrees; if it is summer and the A/C/ is on, turn thermostat to 85 degrees.
- Turn ALL lights off.
- Before leaving, make certain all seven doors are locked, including one in the kitchen.
- No Pets
- No Smoking
- All supplies are to be supplied by the renter i.e.: cups, plates, coverings, etc.

Signature

Date

DeHaven Court
At Elmhurst

Name: _____

Unit No.: _____

Monthly Fee: \$ _____

Late Charge: _____

Total Amount: \$ _____

Date: _____
Fee: _____
Late Chrg: _____
Total: _____

NOTE: Payment is due on the first day of the month. Payments received after the fifth (5th) are subject to a \$1 (one) per day penalty.

Check No.: _____

Please submit this stub along with payment.
Please make check payable to "DeHaven Court Condominiums".

CUT ALONG DOTTED LINE

MONTHLY COMMON CHARGE

Due Date: February, 1995

Name: _____

Unit No.: _____

Monthly Fee: \$ _____

Late Charge: _____

Total Amount: \$ _____

DeHaven Court
At Elmhurst

Date: _____
Fee: _____
Late Chrg: _____
Total: _____

NOTE: Payment is due on the first day of the month. Payments received after the fifth (5th) are subject to a \$1 (one) per day penalty.

Check No.: _____

Please submit this stub along with payment.
Please make check payable to "DeHaven Court Condominiums".

CUT ALONG DOTTED LINE

MONTHLY COMMON CHARGE

Due Date: March, 1995

Name: _____

Unit No.: _____

Monthly Fee: \$ _____

Late Charge: _____

Total Amount: \$ _____

DeHaven Court
At Elmhurst

Date: _____
Fee: _____
Late Chrg: _____
Total: _____

NOTE: Payment is due on the first day of the month. Payments received after the fifth (5th) are subject to a \$1 (one) per day penalty.

Check No.: _____

Please submit this stub along with payment.
Please make check payable to "DeHaven Court Condominiums".

CUT ALONG DOTTED LINE

MONTHLY COMMON CHARGE

Due Date: April, 1995

Name: _____

Unit No.: _____

Monthly Fee: \$ _____

Late Charge: _____

Total Amount: \$ _____

DeHaven Court
At Elmhurst

Date: _____
Fee: _____
Late Chrg: _____
Total: _____

NOTE: Payment is due on the first day of the month. Payments received after the fifth (5th) are subject to a \$1 (one) per day penalty.

Check No.: _____

Please submit this stub along with payment.
Please make check payable to "DeHaven Court Condominiums".

DEHAVEN COURT CONDOMINIUMS

ABSENTEE FORM

Please complete if you will be away from your unit for four (4) days or more.

Name: _____ Unit#: _____

I will be away from: _____ To _____
(Month & Day) (Month & Day)

In Case of an Emergency, Please Identify a Telephone Number Where You Can be Reached.

Area Code & Telephone #: () _____

Fill in the name of contact person, if the above telephone number is not the number where we can reach you directly.

Contact Person: _____

Below, please complete the information of a local person whom we can contact for a key to your unit if necessary.

Name: _____

Address: _____

Phone Number: () _____

Relationship to you: _____

Please return to: The DeHaven Court Condominium Office

DEHAVEN COURT AT ELFINWILD CONOMINIUM

VOTING PROXY

I, _____, Owner of Condominium Unit
Number _____ of DeHaven Court at Elfinwild Condominiums hereby give
to _____ proxy to vote for me on the
issue of _____

_____. This proxy is valid until _____
(Date)

Date

Signature

Proxy may not exceed one (1) year time frame.

DEHAVEN COURT AT ELFINWILD CONDOMINIUM ASSOCIATION

MAINTENANCE WORK REQUEST FORM

Date: _____ Apartment Number: _____

Resident's Name: _____

DESCRIPTION OF WORK NEED (Please be specific):

Resident's Signature: _____

Date (If different from above): _____

Time Started: _____ Time Completed: _____

_____ Completed _____ Job Cannot Be Completed _____ Job Partially Completed

EXPLANATION:

Maintenance Signature: _____

FOR OFFICE USE ONLY:	PRIORITY: _____	LABOR CATEGORY: _____
WORK ORDER NO: _____	TYPE: _____	EQUIPMENT: _____
TRADE: _____	ACCOUNT: _____	CHECK LIST: _____
EST. HRS: _____	WORKER: _____	PAY TYPE: _____
WAS RESIDENT CHARGED (Yes or No): _____ IF SO, HOW MUCH: \$ _____		
WORK DESCRIPTION:		
MATERIALS USED:		
MATERIALS COST:		

MEMORANDUM

TO: All Owners/Residents of DeHaven Court Condominiums
FROM: Joan C. Kotz *JK*
DATE: September 3, 1999
SUBJECT: Guest Parking for Clubhouse Events

Please be advised that when you sponsor an activity in the clubhouse, it is your responsibility to see that your guests park only in the spaces marked "Guest Parking." The attached parking diagram indicates the locations of all parking spaces which are designated specifically for guests.

/ll
Attachment

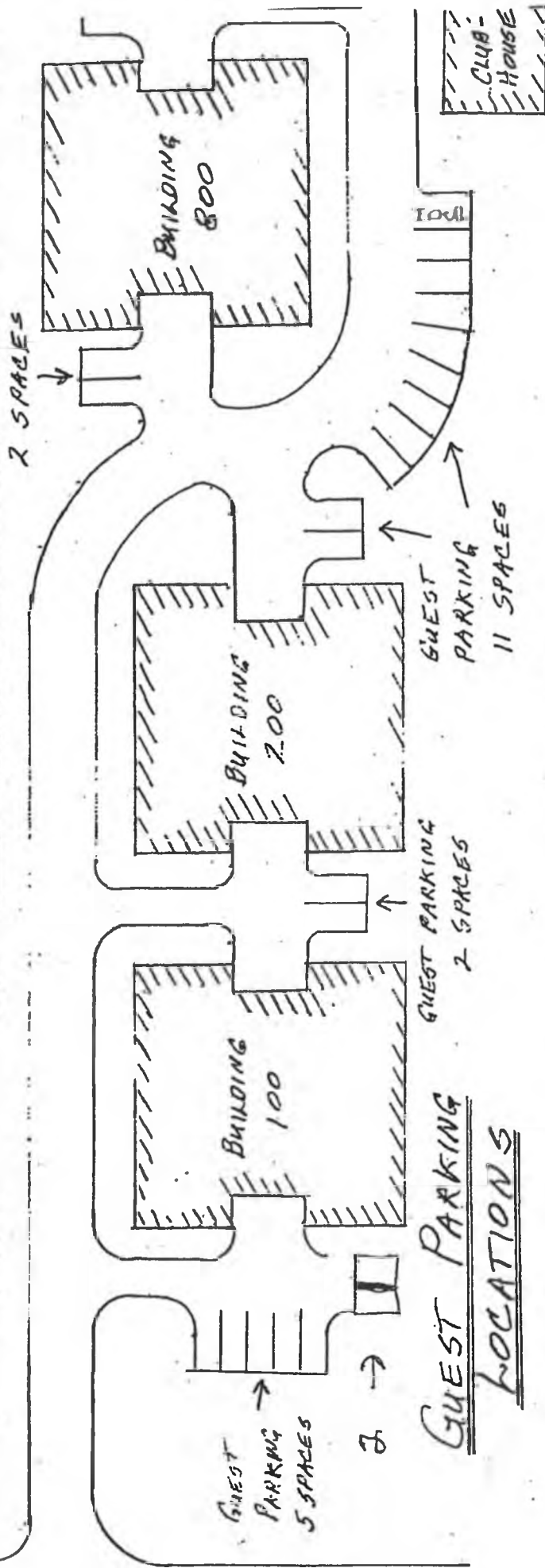
Parking Diagram

Managed By SeniorCare
Network Inc.

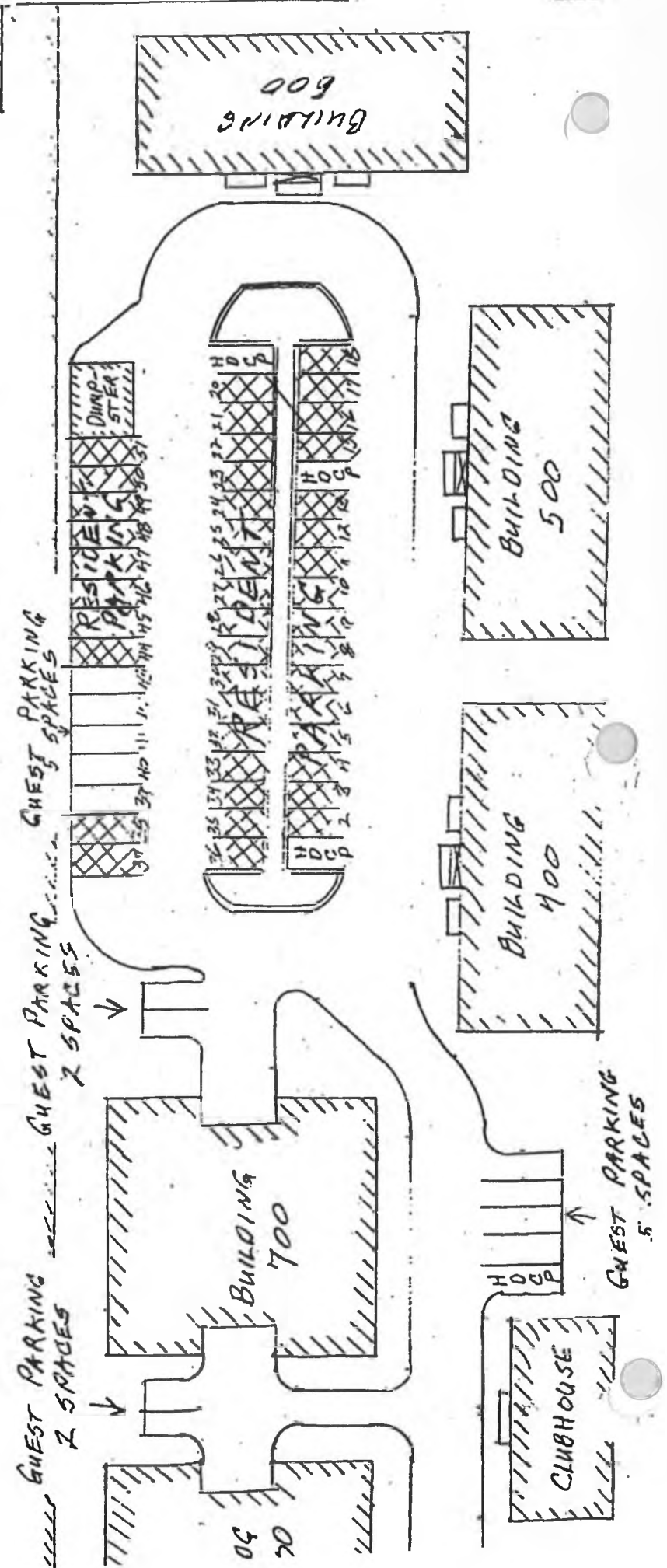
A Licensed Real Estate
Management Affiliate of
Presbyterian SeniorCare

1215 Hulton Road
Oakmont, PA 15139-1196
(412) 826-6071
Fax (412) 826-6520

MT. KODAK BLVD.



GUEST PARKING LOCATIONS



MT. KODAK BLVD.

DeHaven Court at Elfinwild Condominiums
300 DeHaven Court
Glenshaw, PA 15116
(412) 492-9140

GUIDELINES FOR UNIT RESALE

Purpose

The purpose of these guidelines is to reinforce to Owners preparing for the sale of their unit that there are special considerations in the sale of an age-restricted condominium unit.

Guidelines

Marketing

- Any newspaper or public advertising material (fact sheets, multi-list books, etc.) must include language that the unit is a Senior Adult Condominium for persons 55 years of age or older.
- Potential buyers should be notified that the unit is part of an age-restricted Senior Adult Community and that at least one of the occupants must be 55 years of age or older and that no children under 19 years of age can reside full time in the unit.

Sales

- All new or potential buyers should be given an opportunity to review the Condominium Declaration, By-Laws, and Rules and Regulations prior to sale. These three (3) items constitute the Owner's Manual and are in a binder that each owner should have received at the time of buying a unit and should be up to date at time of sale. A current binder will be provided to new buyers at a cost of \$50 which cost will be charged to the seller. (Owners may obtain a current binder at any time at a cost of \$50.)
- NO later than 15 days prior to the closing, the seller must request a RESALE CERTIFICATE from the management agent. This can be acquired by contacting the office at (412) 492-9140. There will be a \$250 charge for this Certificate that will be charged to the seller. Invoices will be prepared and mailed along with the Resale Certificate for payment prior to closing. Payment should be made payable to SENIORCARE NETWORK, INC., and mailed to 1215 Hulton Road, Oakmont, PA 15139. **It is the responsibility of the seller to transfer a current Owner's Manual and the Resale Certificate to the new buyer as part of the sale.**
- The seller must insure that the new buyer pays the \$1,000 Capital Reserve Fee and prorated portion of monthly common charges at closing.

- The seller should instruct the new owner to call the management office to arrange for a new resident orientation and inform maintenance of their move-in date.

Any questions regarding the sales process should be directed to the Community Manager or the Executive Board.

In addition to the Guidelines for Unit Resale, the Executive Board of DeHaven Court Condominium Association would like the new Owners to know that DeHaven Court is an independent living community and there are no ancillary services available.

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5/2011

CONDOMINIUM RESALE INFORMATION – DeHaven Court

DATE _____ Unit # Being Sold _____

Name of Condominium _____

Current Owner(s) _____

Current Owner Address _____

Current Owner Telephone Number _____

New Owner(s) _____

New Owner mailing address after closing: _____

New Owner Telephone Number _____

Is new Owner 55 years of age or older? _____ YES _____ NO

Will the new Owner reside in the unit? _____ YES _____ NO

Occupant Name (if not Owner) _____

Occupant Telephone Number _____

Is new occupant 55 years of age or older? _____ YES _____ NO

Is any occupant 19 years of age or younger? _____ YES _____ NO

Seller & Buyer are aware of the \$1,000 initial deposit required at closing. _____ YES _____ NO

Seller & Buyer are aware of the \$50 fee for a current binder/Owner's Manual? _____ YES _____ NO

Seller & Buyer are aware of the \$250 fee for the resale certificate. _____ YES _____ NO

Please note: At least 15 days notice prior to closing is required to prepare the resale certificate. To request the resale certificate, Call Manager, Linda Fulmer at (412) 492-9140.

Date of closing _____

Current Condominium Binder/Owner's Manual has been transferred to the new Owner _____ YES _____ NO

CURRENT OWNER

DATE

RESALE CERTIFICATE

*DeHaven Court at Elfinwild Condominiums
Unit Number
DeHaven Court
Glenshaw, PA 15116*

1. A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit.

There are no right of first refusal or other restraints on the free alienability of the unit, other than as set forth in the deed and declaration with respect to age of residents.

2. A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner and any surplus fund credits to be applied with regard to the unit pursuant to Section 3313 (relating to surplus funds).

As of January 1, 2011, the monthly common expense assessment is \$265. As of _____, monthly common expense has been paid up through _____.

3. Resale Fee.

At a General Membership meeting of the DeHaven Court at Elfinwild Condominium Association held on November 16, 2005, with a quorum present, the Association amended Article VII - Section 1 of the Declaration to read: that upon delivery of a Deed or other instrument reflecting sale or transfer in ownership of a Unit occurring on or after November 16, 2005, with or without consideration, the purchasee/transferee of the Unit shall pay to the Association the sum of One Thousand Dollars (\$1,000), which sum shall be placed in the capital account. This One Thousand Dollar (\$1,000) payment is not refundable in whole or in part by that Unit owner upon subsequent resale or transfer nor at any other time. If not so paid, the Executive Board shall by resolution specifically assess the Unit in the sum of \$1,000 plus interest at the rate of 6% per annum until paid. Such a special assessment shall be considered as and collected as a delinquent assessment constituting a lien pursuant to the provisions of Article VII of the Bylaws.

4. A statement of any other fees payable by unit owners.

There are no other regular monthly fees paid to the Condominium Association by the unit owners.

5. A statement of any capital expenditures proposed by the Association for the current and next two succeeding fiscal years.

The Executive Committee is in the process of developing a capital budget for 2011.

The Executive Committee commissioned a comprehensive Reserve for Replacement study for the next 20 years. This study was completed in late 1995 and updated in March, 2001. It will be used to develop future capital budgets. A copy of the key pages are attached and indicate likely expenditures in the coming years.

6. A statement as to whether the Executive Board has knowledge of any violations of the health or building codes applicable, governmental requirements, or knowledge of the existence of any hazardous conditions pursuant to Section 3402 (a)(26) relating to public offering statements; general provisions or with respect to the unit, the limited common elements assigned thereto or any other portion of the condominium.

As of this date, the Executive Board and management agent have no knowledge of any health, building code or governmental regulation violations, or any hazardous conditions present at DeHaven Court at Elfinwild Condominiums other than the following: radon levels in excess of 4.0 pci/l were detected in one of the townhouses (within the quadraplex units) in 1996 and in one of the garden buildings in 1998. (Radon levels below 4.0 pci/l are considered acceptable by the Environmental Protection Agency.) No testing was done by the Condominium Association, but remedial action within the units were permitted (with conditions) by the Executive Board of the Association, at the request of the unit owners. To the best of the Executive Board's knowledge that remedial work was done, at the expense of the unit owners. The Association did not bear the expense nor contract for the remedial work.

The Association has not conducted any testing within any particular unit or in the Community Building or in any of the other common elements of the Condominium at any time. Neither the Executive Board nor the Management Agent has any knowledge with respect to any other testing of radon levels in any of the units or common elements.

7. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.

There are no leasehold estates affecting the Condominium Association.

8. A statement as to whether the declaration provides for cumulative voting or class voting.

The declaration calls for cumulative voting.

9. A statement as to whether an agreement to terminate the condominium has been submitted to the unit owners for approval and remains outstanding.

There is no agreement to terminate the condominium.

10. A statement of whether the condominium is a master association or is part of a master association or could become a master association or part of a master association.

The condominium is not a master association and can not become or be a part of a master association.

11. A statement describing which units, if any, may be owned in time-share estates and the maximum number of time-share estates that may be created in the condominium.

No units are or may be owned as a time-share.

12. A statement of whether the declarant retains the special declarant right to cause a merger or consolidation of the condominium and, if so, the information describing such right which was supplied by the declarant pursuant to Section 3205(13) relating to contents of declaration; all condominiums, if any.

The declarant did not retain the special right to cause a merger or consolidation of the condominium.

13. A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified project.

None at this time.

14. The most recent regularly prepared balance sheet and income and expense statement, if any, of the association.

See attached balance sheet.

15. The current operating budget of the association.

See attached operating budget.

16. A statement of any judgments against the association and the status of any pending suits to which the association is a party.

There are no judgments or suits pending against the condominium association.

17. A statement describing any insurance coverage provided for the benefit of unit owners.

Other than the insurance as outlined in the attachment, no other coverage is provided.

18. A statement as to whether the executive board has knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration.

There have been no alterations or improvements to the unit or the limited common elements assigned thereto.

19. Other responsibilities/issues for the owner.

Several owners in the townhouses (within the quadraplex units) have made improvements to their units including roofs over entrance ways and attic vent fans. If these improvements were made in this unit, the maintenance and replacement of these items is the sole responsibility of the unit owner. Documentation of this change should be provided by the seller.

Date

Cassandra M. Law
Broker of Record
SeniorCare Network, Inc.

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Attachments