

White Oak Manor Condominium Association

Article X

White Oak Manor By-Laws

Assessments and Fees

10.1 Monthly Condominium Assessment Fee

- a. WOMCA By-Laws Section 5.3.1 COMMON EXPENSES states in-part the Executive Board shall calculate the monthly assessments for Common Expenses against each unit as required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question.
- b. The Monthly Condominium Assessment Fee (condo fee) shall be due the 1st of the month and if not received by the property management company by the 5th of the month, there shall be a \$50.00 late fee assessed with no exceptions. For each additional month such condo fee remains unpaid, an additional late fee of \$50.00 shall be applied to each month's unpaid condo fee, until paid.

10.2 Resale Certificate. (Addendum A to Article IX of the By-Laws)

- a. The Resale Certificate also known as the 'Agreement of Sale' as indicated on page-4 of the Public Offering Statement shall be due at settlement upon resale of units. Page-5 of the Public Offering Statement says the Purchaser at the closing shall deposit with the Association a flat \$600.00 Inception Fee payable the White Oak Manor Condominium Association Property Manager which is applied to the reserve.
- b. The unit owner is responsible to notify the Property Manager in advance of their intent to sell or transfer the deed to their unit, so that the necessary paperwork may be sent to a realtor, agent, attorney, or representative, who will be present at the settlement with the Buyer to explain the White Oak Manor Condominium Association (herein afterward referred to as WOMCA) requirements for the sale or transfer of deed/ownership. In accordance with the Pennsylvania Uniform Condominium Act #1980-82, July 2, 1980, a "Certificate of Resale" Addendum A, of the By-Laws Article IX, will be forwarded to the realtor, agent, attorney, or representative, who will be present at the settlement with the Buyer.

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- c. The Buyer, at the settlement, shall sign the Certificate of Resale indicating that the Buyer understands and agrees to the terms and conditions in the Certificate of Resale and of the WOMCA Green Binder Notebook containing the By-Laws, Declaration, and Rules and Regulations of the WOMCA.
- d. The Buyer also agrees that he shall be responsible for the payment of a flat \$600.00 Inception Fee due at settlement, and upon all future resales of WOMCA units as indicated on the last page of "Exhibit A" the "WOMCA Public Offering Statement" in the Green Binder Notebook and Article IX of the WOMCA By-Laws.

10.3 Lease / Lease Renewal Preparation Document (Addendum B to Article IX of the By-Laws)

- a. The WOMCA Ninth Amendment to the Declarations states: "The maximum number of units in the White Oak Manor Condominiums that may be leased by the owner to a tenant shall be five (5%) percent or a maximum of seven units".
- b. A request for lease, along with a lease agreement, and with a non-negotiable administration flat fee of \$600.00 shall be required for each lease/ sublease and lease renewal to be submitted by the unit Owner to the White Oak Manor Condominium Association Property Manager at the initial lease/ sublease, and at a lease renewal.
- c. The Owner is responsible to provide a copy of the proposed lease/ sublease or lease renewal form, prior to its execution, to the Property Manager for examination to ensure it contains specific language specified in Article IX of the By-Laws and in Paragraph 2, subparagraph (d) & (e) of the Ninth Amendment to the WOMCA Declaration.
- d. A copy of the executed lease/ sublease, or lease renewal shall be sent by the Owner, to the Property Manager in compliance with Article IX of the WOMCA By-Laws, within 10 days of its execution.

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10.4 Infractions of Declarations, By-Laws or Rules and Regulations

- a. The Executive Board has the power to levy fines on unit owners, and/or owner's tenants who violate, or make changes to their unit without prior approval, or fail to comply with the WOMCA Declarations, By-Laws or the Rules and Regulations.
- b. Unit owners will receive a warning from the Executive Board or Management Company if there is an infraction. In cases involving infractions by tenants, both unit owner and tenant shall receive a warning notice. Such notice shall be served by either USPS mail or posting said notice upon the unit of the owner or tenant in a conspicuous manner.
- c. If the problem is not resolved within five (5) days a notice will be sent levying a fine of \$50.00. The fine will be incremented by \$25.00 for each five (5) days the infraction is not fixed, or the fine is not paid. The unit Owner may appeal the fine to Property Management if, in the judgement of the Board, he has a reasonable and valid reason why the infraction can't be corrected within the required time. The Board will respond to the Owner within 10 days with their decision.

10.5 Enforcement for Collection of Fees, Fines and Assessments

- a. WOMCA By-Laws Article 5.10 COLLECTION OF ASSESSMENTS states 'The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof'.
- b. If the account of any unit owner or tenant is unpaid after thirty (30) days for non-payment of any Fees, Fines or Assessments the unit owner or tenant shall be given notice in writing their account is past-due and the Executive Board intends to pursue actions to recover any monies due WOMCA. Such notice shall include (1) an itemized detailed account listing of all monies owed to WOMCA, and shall include (2) the total amount due to bring their entire account balance up-to-date. Such notice shall be served by either USPS mail or posting said notice upon the unit of the owner or tenant in a conspicuous manner.
- c. Enforcement action to recover unpaid monies owed to WOMCA shall include but are not limited to the use of a Collection Agency or filing a Civil Complaint against them with the Magisterial District Justice Office or Court of Common Pleas.

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- d. The unit owner or tenant shall be responsible for any additional costs or fees for collections charged to WOMCA, or by the Collection Agency.
- e. The unit owner or tenant shall be responsible for any and all court costs charged to WOMCA for filing a Civil Complaint, or further legal action required against them to recover all lost revenue due WOMCA. The Executive Board reserves the right to amend such complaint to include additional fees to their account not paid, up to the time of the hearing before the Magisterial District Judge, or Judge of the Court of Common Pleas.
- f. If there are insufficient funds to cover the Monthly Condominium Assessment Fee (condo fee) and/or late or other fees, fines or assessments the unit owner or tenant shall also be charged for any additional fee assessed by the bank.
- g. Any unit owner or tenant who fails to pay any fee, fine or assessment which remains unpaid for more than thirty (30) days from the due date for payment thereof, shall have an additional \$50.00 late fee assessed against them for each continual month until each said fee, fine or assessment is paid. The intent is the late fee shall be incremented by \$50.00 each month, for each separate fee, fine or assessment remaining unpaid for more than thirty (30) days from the original due date for payment.
- h. Any questions regarding fees, fines or assessments shall be directed to the Property Management Company.
- i. Notice shall be given to unit owners (*tenants at the discretion of the Executive Board*) regarding any changes of fees, fines or assessments as recorded in the Executive Board Monthly Meetings Minutes, or updated in the WOMCA Rules and Regulations, and/or a written notice sent by USPS mail or posting said notice upon the unit of the owner or tenant in a conspicuous manner.

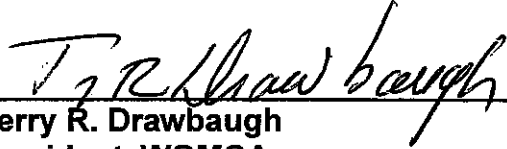
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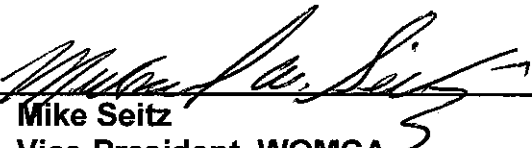
Assessments and Fees

Under ARTICLE VII 'Section 7.1 Amendments to By-Laws' for White Oak Manor Condominium Association (WOMCA), the Executive Board hereby adopts Article X 'Assessments and Fees' as an Amendment to the White Oak Manor Condominium Association By-Laws effective immediately, and as voted upon. The Executive Board by majority vote hereby adopts ARTICLE X of the By-Laws on March 19, 2019, during a legally organized executive board meeting.

Below are the signatures of the WOMCA Executive Board members attesting to, and witnessing such action on March 19, 2019.



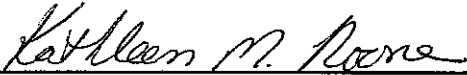
Terry R. Drawbaugh
President, WOMCA



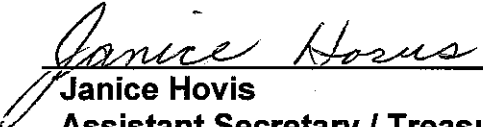
Mike Seitz
Vice-President, WOMCA



Joan Wiley
Secretary, WOMCA



Kathleen Noone
Treasurer, WOMCA



Janice Hovis
Assistant Secretary / Treasurer, WOMCA

