

RULES AND REGULATIONS

**BEAVER RUN VILLAGE HOMEOWNERS' ASSOCIATION
REVISED JULY 2017**

**A GUIDE FOR ALL RESIDENTS OF THE
BEAVER RUN VILLAGE HOMEOWNERS' ASSOCIATION**

A. PURPOSE OF RULES & REGULATIONS

Each Unit in the Community (other than those owned by the Declarant or the Builder) is subject to the following provisions. The Association, through the Executive Board, has the authority to make Rules and Regulations and restrictions governing the use of Units, in addition to those contained herein.

Each Unit shall be used for residential purposes only. Occupations carried on in the Unit are permitted only if:

- Such use is incidental to the Unit's primary residential use
- Such does not violate any other restrictions applicable to Units
- No employees, customers or clients visit the Unit
- The Unit Owner shall obtain any required approval from the Township.

Nothing shall be built, caused to be built, or done in or to any part of the Property which will alter or cause any alteration to the common elements without the prior written approval of the Executive Board.

Each Unit shall be maintained by its Owner or occupant in a safe, clean and sanitary manner and condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules or Regulations which may be applicable hereunder or by law.

No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which interferes with the quiet enjoyment and proper use of another Unit or the Common Areas by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

In the event of a conflict between the Declaration and these Rules and Regulations, the Declaration shall prevail. All of the terms used herein, unless specifically defined herein, shall have the same meanings as are set forth in the Declaration.

B. LEASING OF UNITS

No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of the Declaration, Bylaws, and the Rules and Regulations. All leases must be in writing for an initial term of not less than six (6) months and approved by the Association. All leases shall provide that the lessee shall be subject in all respects to the provisions of the Declaration, Bylaws, and the Rules and Regulations of the Community. The leasing of a Unit shall not affect the liability of the Unit Owner with respect to his obligations under the Declaration, Bylaws, and the Rules and Regulations. The lease shall state the lessee's obligation to comply with the Declaration, Bylaws, and the Rules and Regulations. **The Association shall have the right to require that the Unit Owner terminate a lease within sixty (60) days after written notice from the Association as a result of any violations.**

C. ARCHITECTURAL GUIDELINES

The Executive Board shall use reasonable efforts to respond, within thirty (30) days or less, to all architectural requests. The Executive Board can respond to architectural requests either verbally or in writing.

1. **Awnings.** Rear deck retractable awnings may be installed subject to the approval by the Executive Board. Awnings must be of the approved type and color, and are to be retracted when not in use. The awnings are to be kept clean and in good repair by the Unit Owner. Please refer to Appendix G for the retractable awning specifications for the Association. Any deviation from this must be presented to the Board for consideration. A Change Request Form (See Appendix A) must be submitted and approved for an awning installation.

2. **Decks**

a. A Change Request Form (See Appendix A) must be submitted and approved before starting any deck construction. Dimensions of the deck must not exceed 10' in length from the rear outside wall of the Breakfast/Sun Room under any circumstances. It shall run straight across along the rear width of the home (approx. 19') and back to the exterior wall (approximately 22').

b. Steps to the ground level are permitted within the deck dimensions stated above OR along the backside of the deck. If you desire to have the steps along the back side of the deck, under no circumstances may they exceed 3' past the length of the deck nor is the deck permitted to be longer above the steps at ground level (Again, the 10' length from the rear outside wall of the Breakfast/Sun Room is the maximum).

c. In the event you do not wish to have steps, your **maximum deck length is still limited to 10'** from the rear outside wall of the Breakfast/Sun Room.

d. Any future modification to the deck shall not be completed until a new application has been submitted to the HOA for approval.

e. Construction must be completed within six (6) months from the date of the approval or a new application will need to be completed.

f. Posts, beams and rails must be consistent with the style and color represented on the Model home.

g. Composite materials (Trex) are allowed but must closely match pressure treated lumber. Sample is on hand with the Management Company.

h. Decks may be protected with a clear sealant or stained with one of the following colors:

Color: Cedar Naturaltone Product Type: Behr **Solid** or Semi-Transparent Stain
Color: Redwood Naturaltone Product Type: Behr **Solid** or Semi-Transparent Stain

i. A permit must be obtained from Richland Township before the start of construction and a copy temporarily displayed in a window.

j. Please submit a copy of the permit to the Property Management Company within 7-days after receipt.

3. **Fencing:** Privacy fencing is permitted but must adhere to the following guidelines and Section 16.01(w) of the Declaration and Appendix H hereto.

a. Colonial (Newer) Section:

- Fence height cannot be lower than the height of the deck railing, and cannot exceed a maximum height of six (6) feet from the deck floor to the top of fence.
- Fence must extend the full depth of the deck.
- Fencing can be installed between units on either, or both, sides of the deck.
- Fencing material and color must be the same as that of the deck balusters and railing. Fences may only be preserved with CWF (clear wood finish), color clear. CWF can be purchased at any Lowe's, Home Depot, MAB Paints, or Sherwin Williams Paint.
- Fence must be board-on-board (shadow-box), and can have a flat or scalloped top-edge.

b. Victorian (Older) Section:

- Fence size must be limited to eight (8) feet wide by eight (8) feet tall.
- Fence may only be installed on one side of your patio/deck, and must be at least two (2) feet from the adjoining Unit's edge.
- It is recommended that Privacy fence not be installed on the same side of the Unit as your heat pump due to the circulation needs of the unit.
- Fence must be board-on-board (shadow-box), and can have a flat or scalloped top-edge.
- Fencing material and color must be the same as that of the deck balusters and railing, if applicable. If no deck is present, then fencing must be constructed out of standard pressure-treated wood. Fences may only be preserved with CWF (clear wood finish), color clear. CWF can be purchased at any Lowe's, Home Depot, MAB Paints, or Sherwin Williams Paint.

4. **Flagpoles.** One (1) single-flag-mounting wall bracket may be attached to the wood trim around the garage door or around door in the Colonial (new) Units. The mounting may be installed on the post of the Victorian (old) Units. The only flag permitted is the American flag.

5. **Front Doors:**

a. Front doors shall be the type installed by the Builder. Any replacement door not consistent with the original door installed by the Builder must be approved by the Executive Board.

b. Kick plates are allowed on front doors. The kick plate must run the full width of the door and must be six (6) to eight (8) inches in height. All door hardware, including kick plate, door knob, knockers, numbers, dead bolt, and front light(s), **must be polished brass.**

6. **Garages:** As stated in Article XVI, Section (o), of the Declaration: *The garage of each New Unit shall be used by the Unit Owner for the storage of each Unit Owner's passenger vehicles. No garages may be converted to living space. Each Unit Owner shall keep their garage free from excessive storage materials so that it is available for the housing of the Unit Owner's passenger vehicles. The Unit Owners are encouraged to keep their vehicles off the roadway, house their vehicles in their garages and keep their garage doors closed as much as possible.*

7. **Garden Devices:** No garden hose shall be left on the ground as to deter landscaping services. All garden hoses must be wrapped on a hose reel or stored inside the Unit on a daily basis.

8. **House Numbers:** No more than one set of house numbers is permitted per Unit. The Unit Owner shall not allow decorations or shrubs to conceal the numbers in any way. The house numbers will be no more than three (3) inches in height, and should remain visible at all times for emergency purposes. If replacement numbers are required, they must be black iron for the Victorian section, and brass for the Colonial section. **Stick-on numbers are not permitted.**

9. **Landscaping:**

a. **Flowers:** Unit Owners are permitted to plant bulbs, annuals and perennials. All flowers; however, are the Unit Owner's responsibility to water, fertilize and maintain. Once the flowers have finished their growing season, it is the Unit Owner's responsibility for total cleanup.

b. **Existing Beds:** The Declarant has planted many trees and shrubs throughout the community. Shrubs and trees on private lots are the Unit Owner's responsibility to replace if they should die. Unit Owners may replace any dead shrub or tree with the same tree/shrub without getting the Board's approval; however, the planting of a different type of shrub/tree than originally planted is not permitted without the Board's approval. A Change Request Form (See Appendix A) must be submitted and approved for any changes to the original landscaping. It is important that the appropriate plantings be maintained for both aesthetics and safety. Weeding **and mulching** (brown or black mulch) of all beds on the property is the responsibility of the Unit Owner. **The use of decorative stone or rock is permissible, however, it must be of a neutral tone.**

c. **New Flowerbeds and Additional Trees.** Residents may request to establish a new flower/shrubbery bed or plant additional trees/shrubs. A Change Request Form (See Appendix A) must be submitted and approved for any additional landscaping.

d. If you would like to adopt a tree in one of the Common Areas to care for and possibly plant annual flowers around, please advise the Board and submit a Change Request Form (See Appendix A). Keep in mind that this is at your expense, not that of the Executive Board. You would also be responsible for the planting, watering, upkeep and removal of the annual flowers at the end of the season.

e. **Vegetable Garden:** No vegetable gardens are permitted on any Lot or Common Area.

10. **Lighting**

a. No floodlights or other lighting is permitted beyond those supplied by the Builder or previously existing. Outside lighting can be replaced with an upgraded light fixture as long as it is consistent with the Builder installed fixtures. If the Unit Owner is planning to install exterior fixtures

not consistent with those originally installed on their home, a Change Request Form (See Appendix A) shall be submitted to the Executive Board along with a brochure or sample of the new fixtures prior to installation. Unit Owners may request approval to install low-voltage outdoor lighting in existing flowerbeds by submitting a Change Request Form. (See Appendix A)

b. Interior Units can have up to four (4) solar or wired ground lights and Units on the end can have up to eight (8) solar or wired ground lights. All lighting must be UL approved for outdoor use. Lights cannot exceed twelve (12) volts and all electrical lines must be hidden. Only clear bulbs are permitted. Colored lighting is not allowed. The Unit Owner must perform all maintenance. The Association will have no responsibility and/or liability for any outdoor lighting installed by the Unit Owner.

11. Mailboxes: Group mail boxes shall be provided for use by the Owners of the Units. Mail boxes are government property and are not to be used as bulletin boards for misplaced or stolen items, lost pets, garage sales, or other announcements or advertisements. (see Section C, #12 of the Declaration).

12. Toys, Pools, Bikes & Misc. Items: Bikes, baby carriages, children's toys and children's wading pools, etc., shall be put away after daily use. Bicycles, etc. are not to be stored on any front porch or in the front yard of any home. Small pools that are to be left standing for more than one (1) day will only be allowed when directly placed on a patio or deck. These types of pools must not exceed two (2) feet in height and must be covered when not in use for child safety and liability reasons. No wading pool will be allowed on the grass portion of any Lot or Common Area except if they are to be emptied and put away daily. It is the responsibility of the Unit Owner to repair any existing grass damage resulting from the placement of a pool. All pools must be stored on deck or patio, not on the grass **or under decks.**

13. Outdoor Holiday lighting and Decorations: Decorations that prove to be a nuisance, produce excessive glare or noise or endanger the health and welfare of the community, visitors or residents are not permitted. Outdoor holiday lights associated with Christmas, Hanukah, etc., shall not be illuminated before Thanksgiving and must be turned off completely and removed by January 15th. Outdoor holiday lighting should be turned off by 11:00 p.m. in consideration of adjoining neighbors. Other holiday decorations associated with Halloween, Valentine's Day, etc., should be displayed for no longer than thirty (30) consecutive days.

14. Patios: Enclosed patios are not permitted within the community. No Unit Owner shall be permitted to build or enlarge a patio area without written permission of the Executive Board. If the patio is to be installed under an existing deck, it shall not exceed the dimensions of the deck on any side. Once approval is received by the Unit Owner, they must next secure the necessary approvals and/or permits from the Township. Patios are limited to the size requirements permitted by the Township code. All downspouts should be extended past the patio area to supply proper drainage. Any extended downspouts must be underground.

15. Regrading:

a. Except for the Declarant or the Builder, no Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or regrading operations of any nature without first obtaining permission from the Executive Board. This is intended as protection against inadvertent disruption of surface drainage, underground services and creation of nuisance to other Unit Owners.

b. Retaining walls and grading alterations which change the contour of the earth and/or water drainage patterns must be submitted to the Executive Board with complete details including sketches and approval.

c. Unit Owners are responsible for verifying locations of all underground utilities and existing easements and bear total responsibility for any and all service interruptions directly attributable to work performed on their property. Unit Owners can contact Pennsylvania One Call free of charge at 1-800-242-1776 to verify underground utility locations. There is a fee for contractor requests.

16. Satellite Dishes: See Appendix E

17. Statues, etc: No statues, large lawn ornaments, sculptures, birdbaths or similar objects may be affixed or placed on a property without express approval of the Executive Board. Small ornaments that are no larger than one-and-a-half (1 ½) foot high by one (1) to one-and-a-half (1.5) foot wide are permitted without Board approval.

18. Storm Doors: See Appendix D

19. Swimming Pools, Hot Tubs and Jacuzzis: No above-ground or in-ground pools shall be constructed or maintained on any lot. Temporary children's wading pools (not in excess of two (2) feet deep) may be put on a deck or patio, however, no filters are permitted as these constitute a permanent pool. In addition, hot tubs and Jacuzzis are prohibited.

20. Windows: As stated in Article XVI, Section (dd), of the Declaration: All draperies, curtains, blinds or other window treatments shall be white, off-white, or a natural wood color visible on the exterior side. It is the duty of each Owner to ensure that every window has a screen and the glass remains in good repair. Any window treatments not in acceptable condition, including torn or damaged blinds, must be removed and replaced immediately. Replacement of windows requires the submission of a Change Request Form (See Appendix A) for Board approval. All replacement windows must be of the same style and color as the windows they are replacing.

21. Prior Conditions: Structures such as sheds, enclosed porches, etc. that were in existence on the original homes prior to the adoption of these Rules and Regulations, which are considered in violation of these Rules and Regulations, shall be permitted to remain until such time that they need to be removed or modified, in whole or in part, for maintenance or safety reasons. The Unit Owner shall be responsible for all painting or restoration, pursuant to current guidelines, once the structure has been removed in its entirety. All architectural requests made by any Unit Owner following adoption of these Rules and Regulations, shall be required to comply with the guidelines set forth in this Section B.

D. USE RESTRICTIONS

All Unit Owners, including the Declarant or the Builder, except as noted, as well as all guests, residents, occupants, lessees, etc., in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Certificate of Incorporation, Bylaws of the Association, and these Rules and Regulations that may be promulgated by the Association shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Unit Owners, occupants, guests, invitees, tenants, residents and lessees, etc.

1. **Alarms:** No resident will continue to operate an externally audible alarm system that malfunctions, emits false alarms, and disturbs the peace of the Community.

2. **Automobile Repairs:** It is prohibited to use any Unit or any part of the Property for automobile repair work of any kind. It is further prohibited to maintain on any Unit or any part of the Property any automobile that is not operable, roadworthy, or lawfully registered.

3. **Basketball Backboards:** Permanent backboards of any type are not permitted. Portable units are permitted provided they are properly stored when not in use and on a nightly basis. The Colonial (newer) Units must store portable basketball units under their decks or inside their garages. The Victorian (older) Units must store portable units on their decks or patios.

4. **Canopies or Tents:** Canopies or tents are permitted in the rear or side yard for specific events and must be disassembled within 48 hours after the event.

5. **Children's Outdoor Play Furniture:** Outdoor play furniture located on the Units must be of the portable type, so as to be stored during the winter months (October 31st through April 15th of the following year). Play furniture shall be removed and stored in the Unit when not in use. Play furniture must be stored on a deck, patio, or inside the Unit on a nightly basis.

6. **Clotheslines:** No clothing, bedding, or other similar items shall be dried or aired in any outdoor area, including private yards and decks. No Unit Owner shall install poles and/or lines for the drying of laundry nor shall any Unit Owner dry laundry outside of their home.

7. **Complaint Forms**

a. Complaints regarding the management of the Association property, repairs to the Common Areas, or concerning actions of any other Unit Owners shall be made in writing to the Management Company. The complaint must be in sufficient detail to determine whether a violation has occurred. The Board will keep the identity of all complaints confidential. In addition to complaints from Unit Owners and/or tenants, the Management Company will make periodic inspections of the Property and report any violations to the Board.

b. A copy of the complaint form (See Appendix B) is provided for your use should you deem it necessary to identify a violation of the above Rules and Regulations. The Executive Board understands the need to maintain a clean and aesthetically pleasing environment as each Unit Owner deserves such and pays monthly to obtain it. It is also each Unit Owner's responsibility to comply with these Rules and Regulations in an effort to do their part for the Community.

8. **Deck and Patio Furniture:** Storing of an outdoor grill and/or patio furniture on the deck or patio is permitted.

9. **Garbage and Refuse Disposal**

a. No Unit or portion of the Common Areas or existing property shall be used or maintained as a dumping ground for rubbish or any type of waste, including garden waste. Trash, garbage, or other waste shall be kept in trash cans or heavy duty plastic bags waiting disposal. Trash, leaves, and other similar material shall not be burned. Trash and recycling containers are not to be placed on the curb until after dusk on the night before collection. All trash and recycling containers are to be properly stored by the end of the each trash collection day. Failure to properly store containers after the first written warning notice will be a fineable offense as specified in the Enforcement

Procedures (Section F) of these Rules and Regulations. The Colonial (newer) Units must store the trash containers inside the garage or behind the Unit. The Victorian (older) Units must store the trash bins on the front porch or behind the Unit. If trash is distributed by animals or pets, the Unit Owner is responsible for cleanup. Please call the management company to schedule the collection of bulk items.

b. The storage or collection of rubbish of any kind, any materials that emit foul or obnoxious odors, the growing of any noxious weed or other natural substance, and the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort, or serenity of other Unit Owners is prohibited.

c. Unless otherwise determined by the Executive Board, trash removal shall be through a single vendor engaged by the Association. The cost of the trash removal is included in the Association's budget and shall be paid by each Unit Owner as a common expense.

10. Hazardous Materials: Nothing shall be done or kept in or on any Unit which will increase the rate of insurance maintained by the Association, nor result in the cancellation of such insurance.

11. Unit Owner's Contract/Unit Owner: No Unit Owner, contractor or workman employed by any Unit Owner shall be permitted to do any work in or upon any home (except for emergency repairs) between the hours of **8:00 p.m. and 8:00 a.m.** if such work is likely to disturb the occupants of any other home.

12. Mailboxes: The mailboxes are government property and are not to be used as bulletin boards for misplaced or stolen items, lost pets, garage sales, or other announcements.

13. Motor Vehicles: The parking of motor vehicles, except in designed paved areas is prohibited. The common parking areas are for guests, emergency situations, and for temporary overflow parking by the Unit Owners. It is not intended for long-term resident parking and shall not be used for the storage of seldom used vehicles. Each Unit includes two (2) parking spots, in the Victorian (Old) Section, the two (2) parking spots are directly in front of your Unit. **In the Colonial (newer) Section, the two (2) parking spots are in the driveway and the garage. Owners/Tenants in the Colonial Units are not permitted to park on or across driveway aprons or main sidewalk in front of their homes. Parking in the street on Mansfield Circle, Westfield Court, Village Court, Waterway Court and Windsor Court is strictly prohibited except in the designated parking areas or street cutouts. The use of Westfield Court or Village Court to avoid the speed bumps on Terrace Drive is strictly prohibited. Parking in the entrance or exit lanes on Beaver Run Drive or Terrace Drive is strictly prohibited.** Any trucks which are used for commercial purposes or contain commercial lettering or commercial equipment (whether or not registered as a commercial vehicle with the State Department of Transportation) shall not be permitted to be parked anywhere on the property, except on a day-to-day temporary basis in connection with maintenance or construction work on the Unit or in a garage in the Colonial (new) Units.

14. Motor Vehicles (Non-conventional). The parking, storage or operation of any recreational vehicles, including but not limited to golf carts, trail bikes, dune buggies, snow mobiles, four wheelers, go carts, ATV's, dirt bikes, motorized scooters, etc. shall be prohibited.

15. Nuisances:

a. No Unit Owner shall make or permit any noises, soot, odor, or vibrations that will unreasonably disturb or annoy the occupants of any of the other homes. Nor shall a Unit Owner permit anything to be done that will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners.

b. Television, stereo, and radio volume shall be lowered after 9:00 p.m. No short-wave radio transmitters shall be permitted to be operated in the community without special permission of the Executive Board. Solar panels are not permitted.

c. No occupant shall obstruct or interfere with the rights of any other occupant or in any way cause injury or create an annoyance.

d. Each Unit Owner shall be charged with the responsibility of directing his tenant(s), guests, and invitees to comply with the Association's Declaration, Bylaws, and these Rules and Regulations.

16. Pets: No animals, livestock, pigeons, or poultry of any kind shall be raised, bred, or kept on any lot or in any Unit with the exception of dogs, cats, or other common household pets (no exotic animals), provided that they are not kept, bred, or maintained for any commercial purpose. No more than two common household pets will be allowed in any one Unit. No Unit Owner shall permit or allow any pet to run loose on any Lot or about any part of the Common Areas. **Each pet owner shall be responsible for immediately collecting, removing, and properly disposing of any and all animal waste left by his or her pets.** Pets are required to be leashed/restrained at all times when outdoors. Furthermore, under no circumstances may pets be tied/staked outside unattended. In addition, each Unit Owner will be responsible for any damage to the property of another due to his or her pet, either by financial reimbursement or corrective action to be determined by the Executive Board. All pets must have appropriate shots, licenses, and tags. Animals shall not be housed outside of any Unit

17. Signs:

a. No signs of any nature, **other than what is provided for below**, shall be erected or displayed upon any of the existing property unless prior written approval of the size, shape, content, and location has been obtained from the Executive Board.

b. Real Estate Signage: Unit Owners or their agents may post one (1) professional pre-printed Real Estate sign, no larger than sixteen inches (16") by twenty-four inches (24"), inside a window of a Unit for the sole purpose of advertising the sale or rent of the Lot where the sign is placed. Real Estate signs must be removed within fifteen (15) days upon settlement or the signing of a lease.

c. Open House Signage: Unit Owners or their agents conducting an Open House may place directional signs on the Lot and by the entrances on the day of the Open House. All signs must be removed at the end of the Open House.

d. Political Signs: Unit Owners may post one (1) Political sign, no larger than sixteen inches (16") by twenty-four inches (24"), in a front flowerbed or window of their Unit. Political signs may be posted no more than fifteen (15) days before the date of the election and must be removed within one (1) day of the election. No political signs are permitted to be posted in common areas or by the main entrances to the community.

e. Security/Protection Signs:

- | | |
|---------|---|
| Inside | Approximate size 3" X 5" or 5" X 7"
Posted in most visible window
Side lights by front door |
| Outside | Place in shrubbery bed as close to home as possible
Size – 5" X 7" unless otherwise approved
Sign should not be more than 12" or 18" above the ground |

18. Sporting Equipment: No sports equipment, bicycles, scooters, baby carriages, toys, or other personal articles, shall be left unattended in any front yard, side yard or Common Area.

19. Window A/C Units: Window A/C units will only be permitted on a temporary basis in the event of a complete failure of an HVAC system. In such a case, a window A/C unit may be used for a period not to exceed five (5) days while the HVAC system is repaired or replaced.

20. Use of Property: No Unit (other than models used by the Declarant or the Builder) shall be used for any purpose other than as and for a single family residence or dwelling.

E. COMPLIANCE WITH RULES AND REGULATIONS

It is hoped and anticipated that all Unit Owners will comply with the Rules and Regulations as they are outlined in this document, since they are intended to preserve the character of the community and the property values of each Owner. In the event that a situation arises where violations have taken place, it is the responsibility of the Board to enforce the established rules in a consistent fashion according to the process outlined in the following enforcement procedures.

F. ENFORCEMENT PROCEDURES

1. Reporting Violations: Complaints concerning violation of the Rules and Regulations or any provisions of the Association's Declaration and Bylaws by a Unit Owner or tenant must be submitted, in writing, to the Management Company, signed by the Unit Owner or tenant. The complaint must be in sufficient detail to determine whether a violation has occurred.

2. Investigation: A member of the Executive Board, Committee Member, or representative of the Management Company shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.

3. Initial Violation Notice/First Notification: The Management Company will send a written notice describing the violation to the Unit Owner and/or tenant, instructing them to correct the violation or nonconformance within a specified number of days. If a violation or nonconformance is not corrected within the amount of days detailed in the letter, or if the Unit Owner has not contacted the Management Company concerning the violation, the Management Company is authorized to proceed with fine actions per these Enforcement Procedures.

4. Second Notification: If no response or correction is performed within the amount of time specified in the original warning notice, a violation fine of \$50.00 fine will be assessed to the Unit Owner.

5. Third Notification: If no response or correction is performed within the amount of time specified in the second notification, another letter will be sent to the Unit Owner that will specify an additional \$100.00 fine assessment to the Unit Owner.

If the situation persists after the third notice, an additional \$100.00 fine will be assessed to the Unit Owner every thirty (30) days. The Board has the authority, as established by the Bylaws, to initiate any or all corrective actions at the Unit Owner's expense.

6. Fines and Penalties: Violations are cumulative as are the related fine. Habitual violations will result in an escalated fine for each additional violation and an appearance of the Unit Owner before the Executive Board. Depending upon the seriousness of the violation, a fine will be assessed for each incident of each day that the violation remains uncorrected. The penalties for the Unit Owner could include loss of Association privileges. The Executive Board has full authority in establishing the amount of fines and loss of privilege penalties. The fine amount assessed will be due immediately upon receipt of the violation notice.

7. Hearing: All Association Unit Owners and tenants shall have the right to a hearing, which could either be conducted by a Committee responsible for Rules and Regulations enforcement or by the Executive Board. If a hearing is conducted by a Committee, the Unit Owner or tenant may appeal the Committee's decision to the Executive Board. Any decision made by the Executive Board is final.

8. Noncompliance: In the event that a situation arises where violations have taken place, it is the responsibility of the Board to enforce the established rules in consistent fashion according to the process outlined in the above mentioned enforcement procedures. In the event that a Unit Owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the Unit Owner for collection of the fines and compliance with the Association's Declaration, Bylaws, and Rules and Regulations. Any expense associated with the legal action and the collection of fines incurred by the Association shall be added to the complaint and become the responsibility of the Unit Owner to pay. If a judgment awarded by the court remains unpaid, the Executive Board may place a lien for the amount of the judgment, plus costs, against the Unit Owner's property.

9. Architectural Violations: All exterior additions or modifications must first be approved by the Architectural Review Committee or Executive Board prior to the start of any work. If any work begins without prior approval, the Unit Owner will be assessed a \$250.00 fine and given **fifteen (15) days** to submit the Change Request Form. In addition, if any Unit Owner deviates from an approved plan previously approved by the Architectural Review Committee or Executive Board, they will be fined **up to \$250.00** and given **fifteen (15) days** to bring the work into conformance. If a request is not submitted or the property modification is not corrected within that time, the Unit Owner will be assessed an additional \$10.00 per day until the issue is rectified. Once imposed, this \$10.00 per day fine will continue indefinitely: (a) until the Owner complies with the Rules and Regulations and the Association receives notification of compliance, or (b) the Owner removes the non-conforming addition or modification. The Owner's account with the Association will reflect the fines, payments received, and the account balance. All fines imposed, no matter when imposed, shall be an assessment against the property.

APPENDIX A

**BEAVER RUN VILLAGE HOMEOWNERS' ASSOCIATION
CHANGE REQUEST FORM**

Name of Applicant: _____ Date: _____

Address: _____

Telephone: (Day) _____ (Evening) _____

Please note that the Board has thirty days to respond to your request.

Detailed Description of Proposed Change or Modification:

A SKETCH OF THE PROPOSED ALTERATIONS MUST BE DRAWN TO SCALE ON A SEPARATE PIECE OF PAPER NOT LESS THAN 8-1/2" X 11" WITH ALL PERTINENT DIMENSIONS NOTED.

Approval of the request is granted with the following conditions :

Request for approval is denied for the following reasons :

BOARD OF DIRECTORS:

Authorized Signature: _____ Date: _____

FOLLOWING REVIEW BY AND APPROVAL OF THE BOARD OF DIRECTORS, THE UNIT OWNER IS RESPONSIBLE FOR OBTAINING ANY APPLICABLE PERMITS FROM RICHLAND TOWNSHIP ZONING OFFICE LOCATED AT 1328 CALIFORNIA ROAD, QUAKERTOWN, PA 18951; TELEPHONE: (215-536-4066).

Mail to: _____

APPENDIX B

**BEAVER RUN VILLAGE HOMEOWNERS' ASSOCIATION
COMPLAINT FORM**

COMPLAINANT INFORMATION:

NAME: _____ DATE: _____

ADDRESS: _____ PHONE #: _____

SIGNATURE: _____

COMPLAINT ISSUED AGAINST: CHECK ONE:

NAME: _____ General Complaint

ADDRESS: _____ Pet Policy Complaint

INCIDENT INFORMATION:

DATE OF OCCURRENCE: _____ TIME OF OCCURRENCE: _____

WITNESSES (IF ANY):

NAME: _____ ADDRESS: _____

NAME: _____ ADDRESS: _____

SPECIFIC NATURE OF COMPLAINT: _____

CORRECTIVE ACTION TAKEN:

DATE RECEIVED: _____ REVIEWED BY: _____

NOTICE SENT TO UNIT OWNER: _____ YES DATE: _____ BY: _____

_____ NO

The identity of the person making the complaint will be kept confidential when the first complaint is issued. However, if a second complaint is filed and a fine is issued, the Board of Directors reserves the right to contact you as a witness.

Mail to: _____

APPENDIX C

**BEAVER RUN VILLAGE HOMEOWNERS' ASSOCIATION
RESPONSE TO COMPLAINT FORM**

NAME: _____ DATE: _____

ADDRESS: _____ PHONE #: _____

SIGNATURE: _____

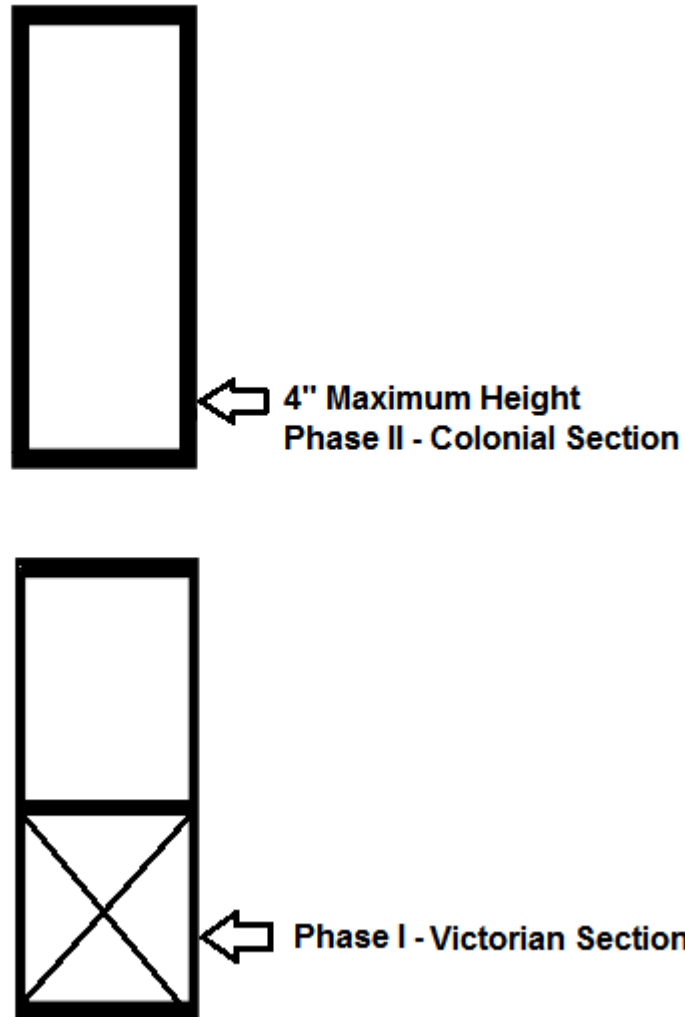
VIOLATION: _____

UNIT OWNER RESPONSE TO ABOVE VIOLATION: _____

Mail to: _____

APPENDIX D

STORM DOOR SPECIFICATION



Unit owners may install storm doors with prior Board approval by submitting a Change Request Form and photo of the proposed door. Storm doors for the Colonial (newer) section shall be **Almond** and must be full-view style with an outer frame not exceeding 4" in width. Storm doors for the Victorian (original) section must match in color (**White**) and style to what is currently installed on the homes. All door hardware must be polished brass. No scalloped edges or jalousie windows are permitted. Please refer to the diagram above.

Self-storing full-view style storm doors with a single center support bar will be permitted in Phase II provided the storm door meets all of the above stated specifications.

APPENDIX E

SATELLITE DISH SPECIFICATIONS

It is the intent of these regulations to ensure that satellite dishes and their installation meet all appropriate building, safety, and electrical codes, and Association Rules and Regulations.

1. All proposed installations require the prior written approval of the Executive Board. The proposal must include the type of satellite dish, dimensions and sketch of the planned location.
2. The Board does not restrict the use of video receiving dishes less than one meter (39.37") in diameter, properly installed on the Unit Owner's private property.
3. The dish/antenna should not be visible from the center of the street in front of the home. The primary and preferred location is on the ground, as close as possible to the rear or side foundation within the shrubbery bed. The secondary and less desirable location is on the face board. No installation is permitted in the Common Areas or brick faced surfaces, stone-faced surfaces, fences, deck railings or lawn areas.
4. Dishes must be installed as not to pose a safety hazard to surrounding homes.
5. Dishes must be properly grounded under electrical code.
6. Dishes must not "hang over" or encroach onto a neighbor's property, roof, walls or windows or block a neighbor's window.
7. Dishes must not present an electrical hazard to neighboring homes.
8. Dishes must not have wires "draped" on the roof or side of the Unit Owner's home. The wire should match the color of the building, or be white.
9. Dishes cannot be installed in Common Areas and must not inhibit others from using Common Area or property.
10. Dishes must be mounted by a secure method so as not to cause damage to surrounding homes or property by collapse.
11. Dishes must be for the exclusive use of the Unit Owner installing the dish and may not be used in common with other neighbors.
12. Dishes and their installation must meet all local, state, and county codes that may apply.
13. Satellite dishes must be painted to match surrounding area using water based (latex) paint.
14. If the current Federal regulations change in the future and satellite dish/antenna installations are not allowed, then the Executive Board has the right to require the current Unit Owner to remove the dish/antenna at his or her own expense and return the area where the installation was made to its previous condition.

SATELLITE DISH SPECIFICATIONS

(continued)

15. If a satellite dish is installed without written approval from the Executive Board, or without adhering to the specifications, the schedule of fines that will be imposed by the Executive Board is as follows: First letter, written warning; second letter (after thirty days), \$50.00 fine; third letter (after an additional thirty days, \$100.00 fine. If the situation persists after the third notice, fines in the amount of \$100.00 will be assessed to the Owner's account every thirty days.

16. When installing your dish you might keep in mind that if you drill a hole in your roof, your warranty will be null and void.

APPENDIX F

INDEMNIFICATION AGREEMENT

Re: Satellite Dish Installation

In conjunction with the installation of a satellite dish by the undersigned, the undersigned does hereby agree to indemnify and hold harmless Beaver Run Village Homeowners' Association and its directors, officers, and employees, of and from any claim or loss for personal injury or property damage resulting from the installation, maintenance, placement, or removal of the satellite dish owned by the undersigned and located on the undersigned's home.

INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned does hereby execute this Indemnification on the date below.

Owner: _____

Address: _____

Signature: _____

Date: _____

APPENDIX G

RETRACTABLE AWNING SPECIFICATIONS

No work can be commenced until approval has been received from the Board of Directors.

INSTRUCTIONS:

1. All awnings must be the Association's chosen color (Sunbrella Linin Tweed II #4654).
2. All hardware must be white.
3. All the binding is to be dark brown.
4. Valance design is to be scalloped.
5. Awnings are to be retractable, either manual or motor.
6. There are to be no posts or supports at the corners.
7. Awnings may only be installed in rear of townhouse.
8. When awnings are not in use, they should be retracted into its storage container.
9. Awnings can not exceed the width or length of the deck or patio.
10. Awnings are to be kept clean and in good repair by the Unit Owner.

Owner Name: _____ Date: _____

Address: _____ Home Phone: _____

Address: _____ Work Phone: _____

APPENDIX H

TENANT REGISTRATION FORM

OWNER INFORMATION

Beaver Run Village Street Address:

Name of Unit Owner

Mailing Address

Home Phone#

Cell Phone#

Email Address

TENANT INFORMATION

Name of Tenant

Home or Cell Phone#

Email Address

Name of Tenant

Home or Cell Phone#

Email Address

This form is required to be completed and submitted to the management company each time a new tenant is placed in your Unit, or when any of tenant vehicles change.

Signature: _____ Date: _____