

**SEVEN OAKS HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS**

**TABLE OF CONTENTS**

	<b><u>Page No.</u></b>
I. GENERAL RESIDENTIAL USES AND LEASE RESTRICTIONS	2
II. SIGNS, FLAGS, BANNERS AND FENCES	3
III. USE RESTRICTIONS	4
IV. MAINTENANCE AND USE RESTRICTIONS	4
V. ASSOCIATION CONTROL OF CONTRACTORS	8
VI. NO NUISANCES	9
VII. PETS	9
VIII. NO HAZARDOUS SUBSTANCES	11
IX. REPAIR AND CONSTRUCTION WORK	11
X. MOTOR VEHICLES AND PARKING	12
XI. OWNER OBLIGATION FOR FINES AND REPAIRS	17
XII. LANDSCAPING AND USE OF LOTS AND UNITS	17
XIII. FIREWOOD AND FIREPLACES	18
XIV. TRASH	19
XV. LEASING	19
XVI. RULE VIOLATIONS	22
XVII. CAPITAL IMPROVEMENT FEE	23
XVIII. DUE PROCESS AND FINE PROCEDURE	23
XIX. GUESTS, INVITEES AND VISITORS	27
XX. AMENDED RULES	29
XXI. APPENDIX A LEASE ADDENDUM	

**THE SEVEN OAKS HOMEOWNER'S ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

**WHEREAS**, Article V, Section 8(d), of the By-Laws of the Seven Oaks Homeowner's Association, Inc. (the "Bylaws"), and Section 5302(a)(1) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C. S. A. Section 5101 et seq. (The "UPCA" and/or the "Act"), as retroactively applicable to the Seven Oaks Homeowner's Association, Inc. (the "Association"), give the Board of Directors (the "Board") the duty and power to adopt, amend and publish rules and regulations governing the use of the Common Area and facilities, the personal conduct of the owners and their guests, and such additional rules and regulations as may be necessary to protect and preserve the health, safety and welfare of the residents of Seven Oaks; and

**WHEREAS**, First Amended Declaration Article II, Section 2(b) gives the Board, acting on behalf of the Association, certain powers to suspend voting rights for failures to pay assessments, violations of the Association's rules and regulations; and

**WHEREAS**, Section 5303(a)(11) of the UPCA give the Board, acting on behalf of the Association, the power to levy fines for violations of the Declaration, Bylaws or rules and regulations;

**WHEREAS**, First Amended Declaration Article II, Section 2(e), gives the Board, acting on behalf of the Association, the powers to enforce the Association's rules and regulations and to levy reasonable and appropriate fines for violations of the rules and regulations; and

**WHEREAS**, First Amended Declaration Article V, Section 1, submits the Property to certain restrictions regarding Architectural Control; and

**WHEREAS**, First Amended Declaration Article V, Section 2, submits the Property to certain restrictions establishing Protective Covenants; and

**WHEREAS**, First Amended Declaration Article VIII submits the Property to certain restrictions regarding the leasing of Dwelling Units; and

**WHEREAS**, the Association, acting through the Board, has a substantial interest in regulating the use of the Property in order to preserve the residential use of the Property, health, safety and welfare, the appearance and value of the Property, and obtaining the compliance of the Owners and all occupants of the Dwelling Units with the First Amended Declaration (the "Declaration") and these Rules and Regulations (the "Rules"); and

**WHEREAS**, The Declaration, the Bylaws and these Rules are collectively referred to herein as the "Governing Documents," and

**WHEREAS**, The term "Occupant" shall refer to an Owner's family members, guests, invitees, licensees, tenants, agents, servants, employees and/or contractors who may use the Owner's; and

**WHEREAS**, The term "Unit" shall refer to collectively to both kinds of units, that is Upper and Lower Dwelling Units, unless otherwise stated in these Rules; and

**WHEREAS**, All other capitalized terms used in these Rules will have the same meaning given to them in the Declaration;

**NOW THEREFORE, BE IT THEREFORE RESOLVED THAT** the Board hereby adopts the following Rules:

**I. GENERAL RESIDENTIAL USES AND LEASE RESTRICTIONS**

1. The Properties, and each Unit and Lot, will be used for residential purposes only.
2. Each Lot and Unit will be used as a single family residence for occupancy by not more unrelated persons, including children, as may be permitted under all applicable state, federal or municipal statutes, laws, rules, regulations, ordinances or codes.
3. No business, industry, trade or commercial enterprise of any kind will be commenced, erected, maintained, operated or conducted on or out of Unit or Lot, except such home occupations, if any, as may be specifically permitted under the applicable provisions of the Borough of Wyomissing Zoning and/or Building Code.
4. No use or practice will be done, condoned or permitted by any Owner or Occupant in or on any Unit or Lot which:
  - a. Is a nuisance or a source of undue annoyance to the Owners or Occupants of any other Unit or Lot, or which interferes with the peaceful possession and proper use of the Properties in accordance with the rights, privileges and easements stated in the Governing Documents; or
  - b. Will materially increase the costs of maintenance borne by the Association, or the rate of insurance on the Properties beyond that to be anticipated from the conduct of otherwise permitted residential uses under the provisions of the Governing Documents; or
  - c. Will jeopardize the health, safety, and/or welfare of the Owners and/or Occupants, or the soundness, safety, appearance or value of the Properties or any Unit or Lot. or impair any easement, covenant, restriction or condition granted under the provisions of the Governing Documents.
5. No Owner or Occupant, nor their agents, servants, employees, or contractors, are permitted on, or in, any portion of the Properties not intended for normal use by Owners and/or Occupants, including areas from which Owners and Occupants are barred, as such areas may from time-to-time be designated by the Board.

6. No Lot and/or Unit may be combined with any other Lot and/or Unit, nor may any Lot and/or Unit be divided, without the prior written approval of the Board.

7. No Unit may be used as a bed and breakfast inn, inn, hotel or motel, nor as a timeshare residence.

8. When requested by the Association to do so, Owners are required to promptly complete and return census or information forms to the Association. Census or information forms will be used to obtain information about a Unit, the persons who occupy the Unit, their vehicles, their pets, their use of a Unit, and any other information which may be needed with respect to the administration or management of the Properties. The information provided on census or information forms will be treated as **CONFIDENTIAL** information, which will only be available to the members of the Association's Board, the Association's officers, its Manager and the Manager's staff, and if needed law enforcement or first responders such as the police, ambulance, paramedic or fire personnel.

## **II. SIGNS. FLAGS. BANNERS AND FENCES**

9. An Owner may erect and display one (1) small (not in excess of 144 square inches), non-illuminated sign on or next to the front door of the Owner's Unit identifying the resident of the Unit.

10. One temporary, non-illuminated "For Sale" sign containing not more than six (6) square feet of advertising may only be displayed in the front window of the Lot which is for sale; "For Sale" signs may not be displayed anywhere else on the Properties.

11. One temporary, non-illuminated "For Lease" sign containing not more than six (6) square feet of advertising may only be displayed in the front window of the Lot which is for lease; "For Lease" signs may not be displayed anywhere else on the Properties.

12. Except as may be permitted by prevailing statutory law, no flags other than the flags of the United States of America and/or the Commonwealth of Pennsylvania may be flown or displayed on or from any Unit or Lot on a bracket mounted on the Unit.

13. No permanent flag poles may be erected on any Lot except upon receipt of written architectural approval from the Board.

14. No Owner may erect, permit or condone the erection of any other signs, banners, bunting, advertisements or notices in, on or about the stoop, porch, patio or garden area appurtenant to the Owner's Lot, nor upon the Owner's Lot or Unit, without the prior written authorization of the Board.

15. Except as may have been erected during the initial construction of the Properties, no fences or enclosures may be erected on the Properties.

### **III. USE RESTRICTIONS**

16. The Units and Lots are intended to be used only for residential purposes.
17. The Common Area and the Common Open Space are intended to be used only in support of the residential use of the Units and Lots.
18. No Owner or Occupant of a Lot may obstruct the Properties in any way.
19. No Owner or Occupant may store any vehicle or personal property in or on any other Lot or the streets without the prior written permission of the Board.
20. The detention and/or retention basins, drainage areas, swales, berms and storm water control improvements are for the sole purpose of controlling the natural flow of water, and no personal property, decorations, plantings, obstructions, trash, rubbish, garbage, cuttings, trimmings or debris will be placed in these facilities by any Owner or Occupant.

### **IV. MAINTENANCE AND USE RESTRICTIONS**

21. The Owners and/or Occupants of each Lot and Unit are required to continuously maintain and repair their Lot and Unit, the exterior of their Unit and all improvements on and appurtenant to the Lot and/or Unit, including by way of example, but not by way of limitation, decks, patios, stoops, steps, and walkways in a clean and sanitary condition, and so as to avoid any risk to the health, safety, and/or welfare of the Owners and Occupants, and so as to avoid vermin and insect infestation, and so as to avoid any impairment of the appearance or value of the Properties.
22. No Lot or Unit may be used, occupied, kept or maintained in any manner which violates any law, statute, regulation, or ordinance applicable to the Properties.
23. The Owner, or Occupant, of a Unit must maintain the Unit and all atmosphere, climate, water and moisture controls, including by way of example, but not by way of limitation, windows, doors, fans, stacks, soffits, vapor barriers, plumbing and plumbing fixtures, HVAC equipment, appliances and vents in, on or within the Unit so as to preserve and maintain the atmosphere, climate, water and moisture controls in such a manner and condition as to keep the Unit dry, and to retard and prevent any mold, spores or mildew from accumulating, invading and/or growing in or on the Unit and the adjacent Common Elements.
24. The Owner, or Occupant, must promptly treat and remove any mold, spores or mildew which may accumulate, invade or grow in or on the Unit.
25. The Owner must promptly remedy and repair all damages, if any, which may be done to the Unit as the result of the accumulation, invasion, growth, treatment and/or removal of any mold, mildew

or spores in or on the Unit, and restore the Unit to the condition, function and appearance in which it existed before the mold, spores or mildew accumulated, invaded and/or grew in or on the Unit.

26. Owners or Occupants may maintain by way of example, but not by way of limitation, outdoor chairs, tables and grills upon the patio or deck appurtenant to their Lot or Unit, provided the outdoor furniture and furnishings are clean and maintained in good order.

27. Outdoor chairs, tables and grills may not be used or kept on the Common Open Space, Common Area, nor any steps, stoops, sidewalks or parking lots.

28. No toys, sports equipment, hoses, tools or any other personal property may be stored or left on the Common Open Space, Common Area, nor any steps, stoops, sidewalks, parking lots or garden areas.

29. No outdoor furniture, toys, sports or play equipment, inflatable or plastic children's pools, volley ball or badminton nets or other personal property may be left on any Lot, nor on the Common Open Space, Common Area, nor any steps, stoops, sidewalks, parking lots or garden areas for a period in excess of twenty-four (24) hours.

30. No inflatable or plastic children's pool may be left anywhere on the Properties unattended, or full of water overnight.

31. No TV, radio, television or satellite dish antennas, except those types and sizes of antennas which are specifically permitted under the provisions of the Rules and Regulations of the Federal Communications Commission (FCC) may be installed on the Units or Lots.

32. An Owner who installs an antenna of the types permitted by FCC Rules and Regulations must give written notice of the location where the antenna is installed to the Association so that the Association will know where the antenna is located, and who owns it, in the event that the Association must perform work or advise the owner of the antenna of the need to perform work.

33. If an Owner who installs an antenna of the types permitted by FCC Rules and Regulations upon any portion of the Properties for which the Association bears any maintenance, repair, replacement or insurance obligation, then the Owner is obligated to reimburse the Association for all increased costs and expenses incurred by the Association, if any, for maintenance, repair, replacement or insurance costs or premiums, arising from the installation or maintenance of the antenna.

34. If an Owner who installs an antenna of the types permitted by FCC Rules and Regulations upon any portion of the Properties for which the Association bears any maintenance, repair, replacement or insurance obligation, causes any damages to those portions of the Properties, then the Owner is obligated to reimburse the Association for all of the costs and expenses incurred by the Association to repair

and restore the damaged portions of the Properties to the appearance, condition and function in which they formerly existed, with the exception that the Association will not take down or remove the antenna.

35. Any Owner who installs an antenna of the type permitted by FCC Rules and Regulations must install the antenna in accordance with the manufacturer's specifications and the applicable provisions, if any, of the Building Officials and Code Administration ("BOCA") code applicable under the ordinances of the Borough of Wyomissing.

36. In an effort to preserve the general harmonious appearance of the Lots and Units, and where possible without impairing the quality of the signal received, the Association requests that Owners consider installing antennas on the rear roof line, or in the patio or garden area appurtenant to their Units.

37. Nothing may be hung, shaken, aired, cleaned, thrown or discarded on, from or out of the Unit doors, windows, steps, stoops, patios, decks or garden areas, nor placed upon outside window sills of the Units, except as may otherwise be permitted by these Rules and Regulations, or as may be approved by the Board in advance, in writing.

38. No drying or airing of any clothing, sheets, blankets, bedding or any other personal property or articles of any Owner or Occupant is permitted on the exterior of any Lot or Unit.

39. No clothing lines, reels, poles, frames, without regard for whether permanent or temporary installations, may be erected or used at any time on any Lot.

40. No clothes, towels, beach blankets, tents, tarpaulins, etc., are permitted to be dried or dropped over shrubs, trees, railings, decks, chairs, or out of windows, except for tarpaulins in use during the painting or maintenance of the exterior of a Unit.

41. No open flame gas or charcoal grills are permitted to be operated on patios, decks or garden areas due to insurance policy of the HOA.

42. Grills may not be used on the Common Area, nor upon the Common Open Space, except as may be specifically authorized by the Board in advance, in writing.

43. No Smoking Policy: The purpose of a No-Smoking Policy is to mitigate the irritation and known health effects of secondhand smoke; the increased maintenance, cleaning and redecorating costs from smoking, the increased risk of fire from smoking. Seven Oaks maintains a Smoke Free environment. Smoking means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product, marijuana, or illegal substance in any manner or in any form. Smoking also includes use of an electronic cigarette, cigar or pipe.

44. Seven Oaks is a smoke free community. No smoking of any kind is allowed on the grounds of Seven Oaks. This means occupants or guests cannot smoke inside their unit, outside on the patio or anywhere on the grounds or common areas of Seven Oaks. If occupants or guests must smoke, they must do so on Berkshire Boulevard.

45. Garden hoses and the use of outside spigots are not allowed. They are for the use of Board approved maintenance workers only. -6-

46. Nothing may be erected, installed or placed on any lawn or landscaped area which kills, crushes or damages the grass or any other plantings, nor which impairs, or causes additional expense to the Association for the maintenance or replacement of the landscaping or lawns.

47. All improvements, if any, constructed, installed or placed on the Lot or exterior of a Unit by the Owner must be installed, maintained, repaired, replaced and insured at the sole risk and expense of the Owner, and then only after first obtaining written architectural approval for the improvement from the Board.

48. Except for Thanksgiving, Christmas and New Year holiday decorations, decorations commemorating other holidays may be put on display on a Lot or Unit not more than ten (10) days prior to the holiday, and the decorations must be taken off display within ten (10) days after the holiday.

49. Thanksgiving, Christmas and New Year holiday decorations or holiday lights may not be displayed on any Lot or Unit until after November 15.

50. Thanksgiving, Christmas and New Year holiday decorations are limited to the following:

a. Small colored or white non-blinking lights which may only be displayed on trees, shrubs and bushes; and

b. All lights erected on the Lot and/or exterior of the Unit must be rated for outdoor use; and

c. No electric cable or wiring may be placed or laid across any pathway, walkway or sidewalk in any manner which does or may represent a tripping hazard, or which does or may impair the ability of the Association to administer, manage, maintain, repair or replace the Properties; and

d. Electric candles with white non-blinking lights, not more than ten (10") inches tall, may be displayed in the windows of the Units; and

e. One Wreath is permitted: and

f. All Thanksgiving, Christmas and New Year holiday decorations must be taken down and stored in the Owner's Unit by January 25th.

51. No exterior lights may be erected on the Lot or Units, except upon receipt of prior written architectural approval.

52. No artificial vegetation, statues, figurines, birdbaths, reflecting balls, ponds, pools or fountains may be erected or used on the exterior of any Unit, nor upon any Lot.



53. Ball playing and sports activities, including, but not limited to, football, baseball, soccer, volleyball and badminton, may only be performed on the flat lawn area behind the 900 Building, and the swale area behind the 800 Building; ball playing and sports activities are prohibited everywhere else on the Common Area and the Common Open Space.

54. Not more than one potted plant or flower, or one bench or chair, may be kept and used on the front stoop of a Unit.

55. No sledding, ice skating, skiing, skateboarding, trampolining, street hockey, rollerblading, snowboarding or snowmobiling is permitted on the sidewalks, parking lots or driveways.

56. All toys, sports or play equipment, including by way of example, but not by way of limitation, balls, bats, sticks, clubs, rackets, sports goals of all types, sleds, snow boards, wagons, cars, trucks, houses, skates, roller blades, skateboards, bicycles, scooters, carts or carriages, must be removed and placed inside the Owner's Unit by sundown of each day.

57. The discharge of firearms, firecrackers, explosives and/or incendiary devices on the Common Area or the Common Open Area is prohibited.

58. The term "firearms" includes, by way of example, but not by way of limitation, rifles, shotguns, pistols, paint pellet guns, BB guns, pellet guns, and all other arms of all types, regardless of size, weight or use which is capable of discharging any projectile of any size.

59. No above-ground pools, except inflatable or plastic children's pools, ponds, sand boxes, saunas, hot tubs or whirl pool baths may be erected, constructed, used or installed on any Lot.

60. No shed, barn, shack, free standing garage, greenhouse, lean-to, tent, or any other accessory structure may be installed, erected or used on any Lot.

61. No play equipment, including by way of example, but not by way of limitation, sand boxes, swings, seesaws, jungle gyms, permanent basketball backboards or goals, gliders, slides, nets, poles, monkey bars, ramps, trampolines or any combination thereof, may be installed or maintained on any Lot except upon receipt of written architectural approval from the Board.

#### **V. ASSOCIATION CONTROL OF CONTRACTORS**

62. No Owner or Occupant may supervise, direct, or attempt to supervise, direct or otherwise assert control over the Association's agents, servants, contractors or employees, nor request that they perform any function or service for, or on behalf of, the Owner or Occupant personally during the course of performing work for the Association.

## **VI. NO NUISANCES**

63. No Owner or Occupant may make, consent to, permit or condone the making or emission of any noxious odors, any disturbing or loud music, noises, animals or machines anywhere in, or on, his or her Unit, Lot, deck, patio, front porch or balcony, nor permit anything to be done therein or thereon which will, or would, violate any local ordinance pertaining to noise disturbances, or which will interfere with the Owners' and/or Occupants' rights of peaceful use and enjoyment of any Lot or Unit.

64. Except for kitchens, bathrooms and closets, not less than eighty (80) percent of the floor area of every room of every unit must be covered at all times by carpeting or rugs.

## **VII. PETS**

65. Except for ordinary household pets, such as cats, dogs, birds or fish kept for the personal use and enjoyment of the Owner, no animals, livestock, fowl or poultry of any kind may be raised, bred or kept in or on any Lot or Unit.

66. No Owner may maintain, raise, breed or keep more than a total of two cats, or two dogs, or one cat and one dog, on a Lot.

67. No household pets may be bred, raised or kept in any Lot or Unit for commercial purposes, nor for purposes of breeding, sale or training.

68. No venomous pets may be kept on any Lot, nor in Unit.

69. Except for animals used to assist handicapped persons, such as seeing-eye dogs, visiting pets are not permitted on the Properties.

70. No pet may be permitted to roam free on the Properties.

71. No dog houses, dog runs, stakes, invisible fences or animal pens or cages may be installed, erected or used on any Lot.

72. No pet may be allowed or permitted to remain in the open and to howl, yelp or bark for an extended period of time; any period of time in excess of sixty (60) minutes shall be deemed to be an extended period of time.

73. When taken out of a Unit onto the Common Area, and when on the Common Open Space, all pets on the Properties must be attended by an Owner or Occupant, and must be on a leash, and the leash must be held at all times by a responsible person, who is capable of controlling the pet, and who is in control of the pet, so that the pet cannot stray, escape or run at large.

74. No pets shall be allowed or permitted to act in a threatening manner.
75. No pet shall be allowed or permitted to act in a manner which may or does injure any person by biting, scratching, nipping, jumping, knocking down or attacking the person.
76. No pets may be allowed or permitted to cause annoyance to the residents or other persons lawfully in the Borough by barking, yelping, howling, screeching or causing any other unseemly noise.
77. No pet may defecate upon any Common Area, Common Open Space, parking area, driveway, curb, sidewalk, bush, tree, lawn or other part of the Common Area within the Association's control; except as such product is immediately removed by the owner of the pet, or the person walking the pet.
78. No pet may defecate upon any building, place or structure frequented or used as part of the Common Area or Common Open Space by the residents of the Association, nor upon, at or near any Lot or Unit, except the Owner's Lot or Unit; except as such product is immediately removed by the owner of the pet, or the person walking the pet.
79. Owners must remove any solid wastes their pet may deposit, drop or leave on the Properties immediately after their pet deposits them thereon and either carry the solid waste away for disposal in a toilet, or place the solid waste in a non-leaking container for deposit in the pet owner's trash or litter receptacle.
80. No pet may be allowed or permitted to damage or injure personal property, real estate, shrubs, hedges, flowers or any growing thing by running over or across such property, nor by urinating thereon, nor by defiling the same, nor by causing excrement to be deposited, dropped or placed thereon.
81. Owners are responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to the Common Area or the Common Open Space.
82. Owners are responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to any other Owner's Lot or Unit, or to any other Owner or Occupant.
83. Owners are responsible for the repair, restoration and replacement of any damage, injury, or disturbance their pet may cause or inflict to any other Owner's pet.
84. Owners who keep pets will be held responsible for all costs of repair, restoration and cleaning of the Properties, Lot and/or Unit, all of which will be collectible and enforceable against the Owner who keeps a pet in the same manner as unpaid Assessments.
85. If the Board, in its sole discretion, determines that any pet has become a nuisance or inconvenience, or disturbs the neighbors, or is allowed to roam free, or if an Owner fails to clean up his or

her pet's solid waste immediately, or if any pet becomes a threat or danger to the health, safety or welfare of the Owners or another pet, or if a pet causes damages to the Properties, then the Board may order the pet removed from the Properties.

86. If an Owner or Occupant fails to promptly remove a pet in the manner ordered by the Board, then the Board may impose fines against the Owner and pursue all other remedies available to the Association to obtain the removal of the pet from the Properties.

### **VIII. NO HAZARDOUS SUBSTANCES**

87. No Owner or Occupant of a Unit may use, store, transfer, treat, hold or otherwise maintain or dispose of any hazardous substance in, or on, the Properties.

88. No Owner or Occupant may use, permit the use of, store, bring into, or maintain on the Properties any inflammable, combustible, corrosive or explosive materials, fluid, fuel, gas, chemical or substance, except for such small quantities, if any, as may be appropriate for normal household use.

90. If any Owner or Occupant uses, stores, deposits, drops, treats, transfers, holds or otherwise uses or is found to be in possession of a hazardous substance in or on the Properties, then the Owner and/or Occupant will be deemed to have agreed to indemnify and hold the Association, the Board, the Association's officers and Members harmless from all costs of clean up and remediation, and from all fees, fines, penalties, interest and expenses, if any, levied or awarded against the Association, together with the Association's attorneys' fees, which may arise from identifying, treating, and/or removing any hazardous substance from the Properties.

### **IX. REPAIR AND CONSTRUCTION WORK**

91. Upon the Owner's receipt of written approval in accordance with the provisions of the Governing Documents regarding Architectural Control, construction, remodeling or renovation work may be done in or on any Lot or Unit by the Owner, or the Owner's agents, servants, employees or contractors.

92. Except for emergency repairs, no construction, remodeling or renovation work may be done in or on any Lot or Unit by any Owner, nor by the Owner's agents, servants, employees or contractors, after 9:00 P.M. or prior to 7:00 A.M. Monday through Saturday.

93. No construction, remodeling or renovation work may be performed on Sundays or legal holidays, except by owners working on their own property.

94. Except for emergency repair work arising from fire, collapse or extreme weather conditions, no work may be done on any Lot or Unit unless it has first received architectural approval in the manner required by the Declaration.

95. Emergency repairs to a Unit, which may be done at any time, are those repairs which are immediately necessary in order to preserve the Owners' or Occupants' health, safety or welfare, or are necessary to prevent further damages or collapse which would materially impair the safety, value or appearance of a Lot or Unit, save that only such emergency repairs as are immediately necessary shall be performed.

96. Construction materials, supplies, tools and equipment must be kept inside the Unit undergoing maintenance, repair or replacement between 9:00 p.m. and 7:00 a.m., or they must be removed from the Properties at the end of each work day.

97. Upon completion of the approved work the Lot must be promptly restored to the condition, function and appearance in which it existed before the work was started at the sole cost of the Owner.

98. Damages, if any, done in, on or to another Owner's Lot or Unit, including by way of example, any lawns, landscaping or trees, siding, roofs, stoops, steps, walkways, pathways, sidewalks, streets or curbs by any Owner, or by the Owner's material suppliers, agents, servants, employees or contractors, during maintenance, repair or reconstruction of a Lot or Unit, must be promptly repaired or replaced by, and at the sole cost, of the Owner who caused, or whose materials suppliers, agents, servants, employees or contractors caused the damages.

99. Damages, if any, done in, on or to the Common Area or the Common Open Space, or any improvement on the Common Area or the Common Open Space, including by way of example, any lawns, landscaping or trees, walkways, pathways, sidewalks, driveways, parking lots, streets or curbs by any Owner, or by the Owner's material suppliers, agents, servants, employees or contractors, during maintenance, repair or reconstruction of a Lot or Unit, must be promptly repaired or replaced by, and at the sole cost, of the Owner who caused, or whose materials suppliers, agents, servants, employees or contractors caused the damages.

100. No Owner may move or remove, nor in any manner change the location or load bearing capacity of, any load bearing wall in a Unit unless the Owner first submits plans and specifications to the Board, and then obtains written architectural approval from the Board.

#### **X. MOTOR VEHICLES AND PARKING**

101. Except as regulated, limited or prohibited by these Rules, personal use passenger motor vehicles may be operated and used by Owners and Occupants only on the roads, streets, driveways and parking areas located on the Properties.

102. No commercial vehicle may be parked or maintained on the Properties, except briefly for the purposes of conducting maintenance or repairs, or making deliveries.

103. For purposes of the application of these Rules and Regulations, a commercial vehicle is:

144 square inches; (i) any vehicle bearing business or commercial advertising totaling in excess of

(ii) any vehicle bearing a truck or commercial license plate;

half (1/2) ton; (iii) any vehicle having a manufacturer's load bearing capacity in excess of one-

(iv) any vehicle bearing any lettering, logos, service marks or signs (including, but not limited to, any federal, state or municipal license or permit numbers or tags, any business, corporate or commercial name, address, telephone number, or any advertising of a commercial or business nature);

(v) any vehicle with which carries, a dump body, open bed, towing equipment, welding or air compressor equipment, pumps, motors, heaters, boilers, engines or generators;

(vi) and all vehicles bearing or carrying on a rack, bed, platform, or on the sides, hood or roof of the vehicle, tools, supplies, materials, samples, inventory, job boxes, ladders, lifts or equipment.

104. If a vehicle is a commercial vehicle only because it bears business or commercial advertising totaling in excess of 144 square inches, lettering, logos, service marks or signs, and if the business or commercial advertising, lettering, logos, service marks or signs are completely covered with magnetic panels which blend in with the color of the vehicle at all times when on the Properties, then the vehicle may be parked on the Properties.

105. No commercial vehicles engaged in conducting maintenance or repairs on the Properties, or engaged in making deliveries, may be parked on the Properties overnight.

106. Moving vans may not be parked on the Properties overnight.

107. Prohibited commercial vehicles parked on the Properties in violation of these Rules and Regulations may be towed away by the Association if not promptly removed by an Owner in response to a written request from the Association for the removal of the vehicle.

108. The owner of the commercial vehicle will be charged with all costs, fees and expenses incurred by the Association to identify the owner of the commercial vehicle, and for the towing and storage of the vehicle, all of which will be recoverable from the Owner in the same manner as unpaid Assessments, and

if the Owner of the vehicle is also the Owner of a Lot, then the costs, fees and expenses incurred by the Association may be levied by the Board as an assessment against the Owner's Lot and Unit.

109. Commercial vehicles will not include four (4) wheel automobiles, passenger vans or minivans, nor pick-up trucks having manufacturer's load bearing capacity of one-half ( ) of a ton or less, used by an Owner or Occupant purely for the personal transport of the Owner or Occupant and their family.

110. No vehicle of any type having more than a total of four (4) load bearing tires will be permitted to be operated or parked upon the Properties, except briefly for the limited purpose of making a delivery or pick-up, as the streets, roads, driveways and parking on the Properties are intended to be used only for the operation and parking of passenger vehicles.

111. No more than four (4) vehicles per Lot may be parked on the Properties; excess vehicles must be parked off the Properties.

112. Vehicles which cannot be parked entirely within one (1) parking space may not be parked on the Properties.

113. No part of the Properties may be used for the storage or long term parking of a vehicle; vehicles shall be deemed to be in storage or long term parking if they remain parked in the same place for a period in excess of seven (7) days.

114. Vehicles which are deemed to be in storage or long term parking because they have remained parked in the same place for a period of seven (7) days may be towed off the Properties by the Association, and all costs, fees and expenses of towing and storage must be paid by the owner who parked the vehicle on the Properties.

115. All costs, fees and expenses of towing and storage of vehicles which are deemed to be in storage or long term parking which may be incurred by the Association, if any, shall be collectable from the Owner, and shall be a lien on the Owner's Lot, collectable from the Owner and enforceable in the same manner as unpaid Assessments.

116. No trailers, recreation vehicles, trucks, pop-up or tent trailers, mobile homes, motor homes, campers, ski-dos, jet-skis, boats, sailboards or boat trailers of any type may be parked, stored or left overnight or unattended on the Properties.

117. No repair or maintenance of any motor vehicle is allowed on the Properties, with the exception of such emergency repairs as may be necessary to get a vehicle moving. Permitted emergency repairs include by way of example, but not by way of limitation, jumping a battery, putting gas in an empty gas tank or changing a tire.

118. No vehicle may be left unattended on a jack on the Properties.

119. No vehicle may be placed upon blocks or ramps on the Properties.
120. No draining or changing of any motor vehicle fluids, fuels, lubricants, refrigerants or oils may be performed on the Properties.
121. Motor vehicle fluids, fuels, lubricants, refrigerants or oils spilled on the Properties, if any, must be immediately removed, cleaned up and disposed of off of the Properties.
122. No motor vehicle fluids, fuels, lubricants, refrigerants or oils may be held, stored, treated, or disposed of on the Properties.
123. Only minor vehicle maintenance tasks, such as waxing vehicles, cleaning windshields, vacuuming, replacing windshield wipers, replacing bulbs, touch-up painting of scratches, changing flats or jumping batteries, may be performed on the Properties.
124. Motor vehicles may not be washed on the Properties.
125. All vehicles must be so operated, maintained and used so as not to damage the Lots.
126. Should any portion of the Properties which the Association is required to maintain, repair or replace, including, but not limited to, any street, road, driveway, parking lot, entranceway, lawn, landscaped area, curb or sidewalk, be damaged by an Owner or Occupant during the course of operating a vehicle, making vehicle repairs, or by any fluid, fuel, lubricant or oil leaking from a vehicle, then all costs incurred by the Association for the maintenance, repair or replacement of the damaged portions of the Properties, or for the clean-up of the fluid, fuel, lubricant or oil, are recoverable from the Owner in the same manner as unpaid Assessments, and if the Owner of the vehicle is also the Owner of a Lot, then the costs, fees and expenses incurred by the Association may be levied by the Board as an assessment against the Owner's Lot and Unit.
127. No vehicle may be parked in such a manner as to impede or prevent immediate access to any street, road, driveway, parking lot, parking space, entranceway, sidewalk or handicap ramp on the Properties.
128. All vehicle regulations, including parking restrictions, the speed limit, and any other parking and traffic control signs posted on the Properties, must be strictly obeyed.
129. Those parking facilities, if any, designated as 'Handicap Parking' may only be used by vehicles with current handicap placards or license plates.
130. An abandoned vehicle is any vehicle left on the Properties in an inoperable condition for a period in excess of forty-eight (48) hours, and any vehicle which does not have a current registration, or a current license plate or does not bear a current inspection sticker. Examples of inoperable conditions



include, but are not limited to: one or more flat tires; accident damage that has left the vehicle in such a condition that it cannot be driven; broken or missing parts which leave the vehicle in such a condition that it cannot be driven; broken or missing windows, lights, doors, body panels, lids or hoods; broken or missing muffler; emits noxious smoke or fumes.

131. The owner of an abandoned vehicle will be identified by the Board through either the Pennsylvania Vehicle Registration files, Pennsylvania State Police, the Borough of Wyomissing Police, or by inspection or observation of the vehicle, or from Association records.

132. The Board will send a notice to an Owner or Occupant who is identified as the last registered owner of an abandoned vehicle stating that he/she has ten (10) days from the date of the letter in which to remove the vehicle from the Properties, or the vehicle will be towed at the Owner's or Occupant's expense.

133. If an abandoned vehicle is not owned by an Owner or Occupant then it may be removed from the Properties immediately.

134. Any notice letter issued to an Owner or Occupant will state the intended towing date, name, address and phone number of the towing service, the letter may also state the approximate charges that may be incurred, if known to the Association, to have the vehicle towed and stored.

135. An abandoned vehicle may also be posted with a sticker or notice indicating that the vehicle will be towed if not removed from the Properties.

136. All costs, charges, fees and expenses, including attorneys fees, if any, incurred in connection with the identification, removal and storage of an abandoned vehicle are recoverable from the Owner or Occupant who owns the vehicle, and are a lien on the Owner's Lot, collectable and enforceable in the same manner as unpaid Assessments.

137. No unlicensed scooter, motorcycle or trail-bike, and no mini-bike, ski-do, snowmobile, dune buggy, motorized skateboard or scooter, nor any other unlicensed motorized recreational vehicle of any type, may be operated on the Properties.

138. No vehicle of any type which makes, broadcasts or emits any noise or foul odor, including by way of example, but not by way of limitation, vehicles without mufflers, or without operating mufflers, may be used, maintained, kept or operated on the Properties.

139. No vehicle may be parked in a manner so as to block or impair access to any fire hydrant, emergency access route, mail box or handicap ramp.

140. All Owners and tenants must park their vehicles in the parking spaces assigned for their use by the Association.

141. If an Owner or tenant's vehicle is parked in any parking space other than the parking spaces assigned for their use, then the Association may have the Owner or tenant's vehicle towed off the Properties, and all costs, fees and expenses incurred by the Association to have the vehicle towed and stored will be levied as an Assessment against the Owner's Lot, and a fine may be imposed against the Owner.

142. Owners and tenants must clear their vehicles of snow, and dig their vehicles out of the snow, as soon as possible after snow stops falling.

143. Owners and tenants must promptly cooperate with the Association's snow plowing contractor to move and remove their vehicles on and about the Properties so that the snow plowing contractor can clear snow from the parking lots and access roadways.

#### **XI. OWNER OBLIGATION FOR FINES AND REPAIRS**

144. Owners are responsible for all actions of the Occupants of the Owner's Unit on the Properties, including by way of example, but not by way of limitation, family members, tenants, visitors, guests, domestics, contractors, tradesmen and business invitees.

145. All fines levied by the Board against an Owner, which arise from any infractions of the Governing Documents, or for damages done by an Owner's family members, tenants, visitors, guests, domestics, contractors, tradesmen, business invitees or any Occupant of the Owner's Unit, are a lien on the Owner's Lot, collectable from, and enforceable against, the Owner in the same manner as unpaid Assessments.

146. Any damage done to the Properties by an Owner, the Owner's family members, tenants, visitors, guests, domestics, contractors, tradesmen, business invitees or any Occupant of the Owner's Unit may be repaired by the Association if not promptly and fully repaired by the Owner, and all costs and expenses will be levied by the Board as an assessment against the Owner's Lot, and are a lien on the Owner's Lot, collectable and enforceable against the Owner in the same manner as unpaid Assessments.

#### **XII. LANDSCAPING AND USE OF LOTS AND UNITS**

147. Subject to the Owner's receipt of prior written landscaping approval in accordance with the applicable provisions of the Governing Documents regarding architectural control, landscaping improvements may be installed by the Owner, provided they are watered, weeded, fertilized, mulched, pruned, removed, replaced and well maintained by the Owner.

148. No trees, bushes or shrubs may be cut, trimmed, removed or replaced by any Owner without written architectural approval from the Board.

149. No hedge, shrub, bush, planting, landscaping, or any other obstruction may be placed, grown or permitted to remain where it would affect, limit the performance of or impair any storm water management control facility or improvement.

150. Vegetable and fruit plants, as well as fruit bearing vines and trees are prohibited, except in individual pots which must be located and maintained on a Unit's patio, deck or balcony.

151. Any plants or flowers installed by an Owner that are not well maintained, or replaced when they become diseased or die, must be removed and/or replaced promptly upon the Owner's receipt of written notice from the Board; all work must be promptly performed at the sole expense of the Owner.

152. If any plants or flowers are not well maintained, or are not replaced by the Owner when they become diseased or die, and the Owner does not remove or replace them promptly upon receipt of written notice from the Board, then upon written notice to the Owner, the poorly maintained, diseased or dead plants or flowers may be removed by the Association. All costs, fees and expenses incurred by the Association for the removal and disposal of the plants or flowers will be levied by the Board as an assessment against the Lot, and are a lien on the Owner's Lot, and are collectable and enforceable against the Owner in the same manner as unpaid Assessments.

153. Annual plants or flowers which grow in a manner which damages a Lot or Unit must be trimmed or removed by the Owner, at the Owner's expense, promptly upon the Owner's receipt of written notice from the Association.

154. All annual plants or flowers on or around a Lot, Unit, steps, walkway, patio or deck must be installed, watered, weeded and maintained at the sole expense of the Owner.

### **XIII. FIREWOOD AND FIREPLACES**

155. Due to insurance regulations, building a fire in fireplace is prohibited. Fireplaces are for decorative purposes only.

164. The Owner of a Unit must bear all costs and expenses of cleaning, maintaining, repairing and replacing the Unit's fireplace, flue and chimney.

#### **XIV. TRASH**

165. No Owner or Occupant may place or dispose of any garbage, trash or rubbish on the Properties except in tightly closed containers or bags, which must be placed in the designated trash dumpsters by the Owner in compliance with rules, ordinances, schedules, guidelines and/or directions adopted by the Board and/or the Borough of Wyomissing.

166. Recyclable materials must be placed in the designated containers in compliance with rules, ordinances, schedules, guidelines and/or directions adopted by the Board and/or the Borough of Wyomissing.

167. No furniture, appliances, beds, carpeting or any other large items, nor any hazardous wastes, will be picked up in the normal trash removal process.

168. Pick-up and financial arrangements must be made by the Owner with a trash removal contractor to have furniture, appliances, beds, carpeting or any other large items removed from the Properties.

#### **XV. LEASING**

169. Units may only be rented subject to the provisions of Article VIII of the Declaration and these Rules and Regulations.

170. Every Owner who wishes to lease a Unit must use a written Lease, signed by the Owner and the tenant or tenants who are intended to occupy the Unit.

171. All adult persons who occupy a Unit under a lease must be parties to the lease.

172. Upon entering into a new lease for a Unit, the Owner must give the Board a complete copy of the signed written lease together with the following:

(i) a statement signed by the tenant, which may appear as an addendum to the lease, confirming that the Tenant has received copies of the Association's current Declaration and Rules and Regulations from the Owner,

(ii) a statement signed by the tenant stating that the tenant has read the Declaration and Rules and Regulations, and that the tenant, for himself and/or herself, and for all of the tenant's guests and invitees, and family members who will be residing in the Unit with the tenant, irrevocably agrees to comply with the Declaration and Rules and Regulations, and any amendments which may be made to them, throughout the term of the tenant's occupancy of the Unit, and

(iii) a statement providing the names of the tenant and all family members or persons who will reside in the Unit with the tenant, and identifying all of the tenant's vehicles by make, model, year, color and license plate number.

173. The failure of any Owner or their tenant to promptly comply with these rules regarding leasing will be considered a violation by such Owner of the terms and conditions of the Declaration and Rules and Regulations.

174. Each Owner who rents his or her Unit will continue to bear the obligation to perform all of the obligations and duties of an Owner under the Declaration and Rules and Regulations throughout the term of the lease.

175. An Owner who rents his or her Unit must continue to make prompt and full payment of all Assessments, charges, expenses and fees levied against the Owner's Lot, including all fines levied during the term of the lease for breaches of the Declaration and Rules and Regulations.

176. Each Owner who rents his or her Unit must continue to insure the Lot and Unit.

177. Each Owner who rents his or her Unit must bear the obligations and duties to require and to enforce his or her tenant's prompt and full compliance with the provisions of the Declaration and Rules and Regulations, to cure his or her tenant's breaches of the Declaration and Rules and Regulations, and to perform any remedial repairs or replacements to the Lot, Unit and/or Properties which may become necessary because of the Owner's tenant's breaches of the Declaration and Rules and Regulations.

178. Should it become necessary for the Association to take action itself, or by and through its attorneys, to enforce the Owner's or the Owner's tenant's compliance with the Declaration and Rules and Regulations, or to cure a breach, or to perform any remedial repairs or replacements on the Lot, Unit or

Properties, then all costs, expenses and fees, including attorneys' fees, incurred by the Association to cure the breach, to obtain access to the Lot and Unit, to perform any remedial repairs or replacements, and/or to obtain any judgment and/or order of court will be *levied* by the Board as Assessments against the Owner's Lot, and are a lien on the Owner's Lot, and enforceable and collectible from the Owner in the same manner as unpaid Assessments.

179. If any assessments, charges, expenses, fees and/or fines coming due from the Owner during the term of a lease are not paid promptly and in full, then upon ten (10) days written notice from the Association to the Owner and the Owner's tenant by first class mail, all sums due to the Association from the Owner must be paid to the Association by the tenant from month-to-month, to the extent of the monthly or periodic rent due from the tenant to the Owner, until the entire sum due to the Association from the Owner is paid, and the Owner must *give* the tenant a dollar-for-dollar credit from month-to-month for rent due to the Owner from the tenant for all sums paid by the tenant to the Association.

180. Leased Units must have a lease.

181. No subleases are permitted.

182. The maximum number of tenants/lessees who may occupy any leased Lot and Unit will not be greater than the maximum number permitted by any applicable zoning ordinance or regulation of the Borough of Wyomissing.

183. No Unit may be leased for any purpose other than residential purposes.

184. The Owner must rent the entire Lot and Unit to the tenant.

185. No lease may contain any term, condition or provision which will operate or be applied in a manner which is contradictory to, or which *violates*, any provision or policy stated in the Declaration and Rules and Regulations, and any such contradictory or violate terms as may be stated or incorporated in a Lease, if any, are *void* as between the Association and the Owner and tenant.

186. Each tenant will bear the obligation throughout the tenant's occupancy of the Unit to require and enforce the compliance of the tenant's family members and all persons residing in the Lot and Unit with the tenant, as well as the tenant's guests, invitees, agents, servants, employees, domestics, tradesmen and contractors with the Declaration and Rules and Regulations.

187. Upon entering into a lease for a Unit the Owner must provide the Association with the following:

a. A statement listing the names and the telephone numbers for the tenants, and the names of all of the persons who will reside in the Unit with the tenant, and

b. A statement identifying all of the motor vehicles operated by the tenant and all of the persons who will reside in the Unit with the tenant, by make, model, year, body type, color and license plate number; and

c. Parking spaces will not be assigned for use by the Owner's tenant until the Owner provides the Association with the required statements.

188. The Board has adopted a Lease Supplement which contains certain rules, guidelines and procedures which apply to leases and tenants; the Lease Supplement is attached hereto, and incorporated herein, as Rule Article XV, Addendum "A."

189. The Lease Supplement must be signed by every tenant who signs the lease for the Unit.

190. The signed Lease Supplement must be attached to the signed copy of the Lease which the Owner is required to give to the Association.

191. No use or practice shall be done, condoned or permitted by any tenant in any Unit, nor shall anything be kept, used, maintained or stored in any Unit by any tenant which is:

(i) A nuisance or a source of undue annoyance to the Owners or Occupants of other Units; or,

(ii) An interference with the peaceful possession and proper use of the Properties in accordance with the rights, privileges and easements stated in the Declaration or Rules; or

(iii) A basis for a material increase in the rate of insurance on the Properties beyond that to be anticipated from the conduct of otherwise permitted uses on the Properties; or

(iv) A basis for the cancellation of any insurance policy or policies maintained by the Association; or

(v) A condition or use which jeopardize the health, safety, and/or welfare of the Owners and/or Occupants, or the use, soundness, safety, appearance or value of the Properties; or

(vi) Impair any easement or rights granted under the provisions of the Declaration or Rules.

#### **XVI. RULE VIOLATIONS**

192. Any failure to promptly and fully comply with the Association's Rules and Regulations may result in the levying of fines against an Owner, the issuance of demands for curative action and/or

remedial repairs or replacements, and the imposition of such other sanctions and remedies as may be available to the Association under the Declaration and Rules and Regulations and/or prevailing law for a breach or violation of the Declaration and Rules and Regulations.

193. An Owner's good standing status may be suspended for the duration of any violation.

194. In addition to the remedies available to the Board for violations of the Declaration or these Rules and Regulations, the Board may seek the imposition of such civil or criminal sanctions against any Owner, Occupant or vehicle owner who violates these Rules as may be authorized by prevailing law.

#### **XVII. CAPITAL IMPROVEMENT FEE**

195. A Capital Improvement Fee equal to three (3) months assessments for the fiscal year of the Association in which the title to a Lot is assigned, conveyed or transferred is payable by the person, persons or entity taking title to a Lot at the same time the assignment, conveyance or transfer of the title is made.

196. The Capital Improvement Fee will be disclosed in all Resale Certificates issued by the Association in accordance with Section 5407 of the Pennsylvania Uniform Planned Community Act.

197. The Capital Improvement Fee is non-refundable.

198. The Capital Improvement Fee is a lien against the new Owner's Lot, and the personal obligation of the new Owner, and is collectable and enforceable against the new Owner in the same manner as unpaid Assessments.

199. No Capital Improvement Fee must be paid upon a purely gratuitous transfer between spouses, former spouses, parent and child, siblings, or grandparent and grandchild.

200. A gratuitous transfer is a transfer of the title to a Lot to one of the persons identified above for no consideration or benefit. It shall be the obligation of the new Owner who is asserting that he, she, it or they have received title to a Lot through a gratuitous transfer of the title to provide the Board with copies of the deed, settlement sheet or HUD 1 form, transfer tax form and the affidavit of the new Owner, demonstrating that there has been a gratuitous transfer of the title to a Lot.

201. The Board has the power to make the determination of whether a gratuitous transfer has been made.

#### **XVIII. DUE PROCESS AND FINE PROCEDURE**

202. The Association has a substantial interest in preserving the health, safety and welfare of the Owners and the value and appearance of the land comprising the planned community, including the lots



and the common elements (collectively the "Property"), as well as in deterring violations of the Declaration and Rules and Regulations and obtaining the Owners' and residents' compliance therewith.

203. The Association has determined that the establishment of a Due Process and Fine Procedure for the determination and remediation of violations of the Declaration and Rules and Regulations, and to prevent and remedy breaches and violations of the Declaration and Rules and Regulations, will help to deter violations and secure voluntary compliance, while preserving the health, safety and welfare of the Owners, and maintaining the appearance and value of the Property.

204. Owners bear the obligation to comply with the Declaration and Rules and Regulations.

205. Owners also bear the obligation to require their family members, all the people who may reside in the Owner's Unit, as well as the Owner's guests, invitees, licensees, tenants, agents, servants, employees and contractors to comply with the Declaration and Rules and Regulations.

206. The Owner of a Unit will be treated by the Board for all purposes as the person responsible for their own violations, as well as violations committed by their family members, any people who may reside in the Owner's Unit, as well as the Owner's guests, invitees, licensees, tenants, agents, servants, employees and contractors.

207. The Owner will be the person obligated to pay all fines levied for a violation of the Declaration and Rules and Regulations without regard for whether the violation was committed by a family member, resident, guest, invitee, licensee, agent, servant, employee, or independent contractor of the Owner.

208. Any Owner, Board member, committee member, or the community manager if any may be appointed, may submit a complaint reporting a violation of the Declaration or Rules and Regulations to the Board.

209. Every complaint must be signed and state the essential facts describing the violation of the Declaration or Rules and Regulations. Complaints should include by way of example, but not by way of limitation, the following information: the date the violation happened; the lot, lots or portions of the Property upon which the violation occurred; a detailed description of the violation; the names or descriptions of the people who participated in the violation; the names or descriptions of the people who saw the violation; a description of any injuries which may have been suffered by any person; and a description of any damages which may have been done.

210. The Board may interview or speak with any Owner or person who is identified in a complaint as someone who committed, observed, reported or suffered injuries or damages because of the reported violation, as well as any other Owner or person who is named in the complaint and any Owner or person whom the Board believes may have any information about the reported violation.

211. The Board may, but is not required to, request that a complaint be reviewed by the Association's legal counsel for purposes of providing advice to the Board about the reported violation; but the Board must make the final determination as to whether the acts complained of is a violation of the Declaration or Rules and Regulations.

212. Any final, formal determination that a violation has been committed must be made by a vote of the Board, otherwise the complaint will be dismissed.

213. If the Board determines that an Owner has committed a single violation of the Declaration or Rules and Regulations, or that an Owner's family member, guest, invitee, licensee, tenant, agent, servant, employee or contractor has committed a single violation of the Declaration or Rules and Regulations, then the Board may levy a one-time fine against the Owner in an amount consistent with the nature and severity of the violation, but not less than \$50.00, nor more than \$500.00.

214. If the Board determines that an Owner has, or is engaged in, committing a continuing violation of the Declaration or Rules and Regulations, or that an Owner's family member, guest, invitee, licensee, tenant, agent, servant, employee or contractor has, or is engaged in, committing a continuing violation of the Declaration or Rules and Regulations, then the Board may levy a fine against the Owner in an amount consistent with the nature and severity of the violation, but not in excess of \$100.00 per day for a continuing violation.

215. If the Board determines that an Owner is responsible for a violation of the Declaration or Rules and Regulations, and if the Owner has violated the same provision of the Declaration or Rules and Regulations at least one (1) time within the twelve (12) month period preceding the new violation, then the Board may levy a fine against the Owner in an amount consistent with the nature and severity of the new violation, but not in an amount in excess of \$500.00 for the new violation, and/or an amount not in excess of \$100.00 per day if the new violation is of a continuing nature.

216. Fines for violations of the Association's Rules and Regulations applicable to pets and parking will be levied based upon the following schedule:

First Offense:	\$50.00;
Second Offense:	\$100.00
Third Offense:	\$200.00;
Fourth and all subsequent Offenses:	\$300.00.

217. The Board may also issue a demand letter to an Owner directing the Owner to cease and desist from committing a violation, and advise the Owner what action or steps the Owner must take to stop the violation, and/or to prevent the violation from happening again.

218. A copy of any Notice of Violation issued by the Board will be kept in the file for the Owner's lot.

219. Unpaid fines, uncorrected violations, violations which are not fully abated, cured or remedied, and/or work to return any disturbed area of the Property to the appearance, condition and function in which it existed before the violation was committed which is not fully completed, will be disclosed in any resale certificate the Association may issue for the Owner's Unit.

220. All fines levied by the Board against an Owner for violations of the Declaration or Rules and Regulations are a lien against the Owner's Lot and Unit, and are the Owner's personal obligation, collectible by the Association from the Owner in same manner as any unpaid assessment due under the Declaration.

221. In addition to the powers to resolve a matter informally, to levy a fine, issue a cease and desist letter, and/or issue a letter directing an Owner to take action to abate, cure or remedy a violation, and/or to repair any damages, and/or to perform work to return any disturbed area of the Property to the appearance, condition and function in which it existed before the violation was committed, the Association will also have the power, as may be authorized by the Board, to pursue all legal and/or equitable remedies against an Owner which may be available to the Association under the Declaration or prevailing law.

222. If the Board issues a Notice of Violation letter to an Owner, then the Owner will have the right to file an appeal of the Notice of Violation to the Board.

223. The Owner must file a written appeal with the Board within fifteen (15) days from the date of the Notice of Violation letter.

224. If an Owner does not file a written appeal with the Board within fifteen (15) days from the date of the Notice of Violation letter, then the Owner will be treated as having waived all rights of appeal, and as having admitted the violation, and as having agreed to pay any fine levied and to fully comply with the Notice of Violation.

225. An Owner's written appeal must state the information, facts and/or provisions of the Declaration or Rules and Regulations which form the basis of the appeal.

226. If an Owner wishes to have an appeal hearing before the Board, then the Owner's written appeal must contain a request for the Board to schedule an appeal hearing.

227. If an Owner requests an appeal hearing, then the appeal hearing will be scheduled by the Board to be held within thirty (30) days after the Board's receipt of the Owner's appeal letter.

228. If an Owner submits a written appeal which does not contain a request for the Board to schedule an appeal hearing, then the Owner's appeal will be treated as being a written appeal, and the Owner will be treated as having waived all rights to have an appeal hearing.

229. If an Owner submits a written appeal without requesting a hearing, then the Owner will be treated as having agreed to accept, and to fully and promptly comply with the Board's decision on the basis of its review of the Owner's written appeal.

230. If an Owner submits a written appeal requesting a hearing, then the Owner will be treated as having agreed to accept, and to fully and promptly comply with the Board's decision on the basis of the Owner's written appeal and any evidence, documents or testimony which may be presented at the appeal hearing.

231. If an Owner submits a written appeal, then the Board will issue a decision on the written appeal within thirty (30) days after receipt of the Owner's appeal, unless the date for the decision to be made is extended by agreement of the Owner and the Board.

232. If an Owner requests an appeal hearing, then the Board will issue a decision within ten (10) days after completion of the appeal hearing, unless the date for the decision to be made is extended by agreement of the Owner and the Board.

233. Subject to the decision of the Board, appeal hearings may be heard by the entire Board, by a committee consisting of Board members appointed by the Board to hear the appeal, or by a Board member appointed by the Board to act as a hearing officer for the Board.

234. Strict rules of evidence and procedure such as might apply in a courtroom will not apply to appeal hearings.

235. The Board shall determine who will preside over the appeal hearing, and the person who presides over an appeal hearing will determine the order of presentation for the appeal hearing, as well as what statements, documents, exhibits and/or testimony may be presented.

236. The person who presides over an appeal hearing need not permit the presentation of statements, documents, exhibits and/or testimony which are not directly related to the violation, nor those which are merely repetitive, cumulative or hearsay.

237. The Board may decide appeals at any meeting of the Board at which a quorum of the Board members is present.

238. The Board's decision on all appeals will be issued in writing to the Owner, and the decision will be final, binding and unappealable.

### **XIX. GUESTS, INVITEES AND VISITORS**

239. No more than a total of twelve (12) individual guests, invitees or visitors, plus the Owner or Occupant residing in a Unit, may participate in any party or social function held in a Unit.

240. The foregoing limitation on the number of guests, invitees or visitors who may attend a party or social function does not apply to parties or social functions where all of the guests, invitees or visitors are related by marriage or blood to the Owner or Occupant of the Unit, nor does it apply to any meeting organized by the Association or the Board.

241. The Owner or Occupant of the Unit is required to obtain the compliance of all of his or her guests, invitees or visitors with the Declaration and the Rules and Regulations.

242. Parking on the Properties is limited; therefore, the Owner or Occupant of the Unit is required to arrange parking for his or her guests, invitees or visitors off of the Properties.

243. If more than twelve (12) individuals, plus the Owner or Occupant residing in a Unit, participate in any party or social function held in a Unit, then any Board member or the Association's manager may contact the Owner or Occupant and request that the number of individuals attending the party or social function be reduced to twelve (12) individuals.

244. If an Owner or Occupant fails or refuses to comply with the Board member or Manager's request for the number of individuals attending a party or social function in the Owner or Occupant's Unit to be reduced to twelve (12) individuals, plus the Owner or Occupant residing in a Unit, then the Police may be called to enforce this Rule, and the Owner and/or Occupant will be subject to the imposition of all fines and sanctions available for violations of these Rules.

245. No Owner or Occupant, nor any of his or her guests, invitees or visitors, may consume or use alcoholic beverages on the Common Area or Common Open Space.

246. No Owner or Occupant, nor any of his or her guests, invitees or visitors, may engage in annoying, loud, raucous or destructive behavior on the Common Area or Common Open Space.

247. No Owner or Occupant, nor any of his or her guests, invitees or visitors, may sleep on the Common Area or Common Open Space.

248. No Owner or Occupant, nor any of his or her guests, invitees or visitors, may sleep in any automobile or vehicle parked on the Common Area or Common Open Space.

249. No Owner or Occupant, nor any of his or her guests, invitees or visitors, may loiter on the Common Area or Common Open Space.

250. No Owner or Occupant may hold any party or social function on the Common Area or Common Open Space without the prior written authorization of the Board.

**XX. AMENDED RULES**

251. These Rules and Regulations may be amended, changed, revised, withdrawn or supplemented, in part or in whole, by the Board at any time. The Board may also implement and/or supplement these Rules and Regulations through the adoption of specifications, guidelines or procedural rules at any time.

252. All amendments, changes, revisions, withdrawals or supplements to the Rules and Regulations must be published to the Owners, and shall be effective immediately upon publication.

BOARD OF DIRECTORS OF THE SEVEN OAKS HOMEOWNERS  
ASSOCIATION, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_ PRESIDENT

Date: \_\_\_\_\_

By: \_\_\_\_\_ SECRETARY

**EXHIBIT "A"**  
**SEVEN OAKS HOMEOWNERS ASSOCIATION.**  
**APPROVED LEASE ADDENDUM**

Addendum to Lease dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, the Unit Owner (the "Landlord") and \_\_\_\_\_ (the "Tenant") for that certain residential Lot and Unit located in Seven Oaks at \_\_\_\_\_ (the "Unit"). In consideration of the valuable services, rendered, and to be rendered, by the Association under the Governing Documents, the Landlord and the Tenant are signing this Lease Addendum with the intention that it will benefit, and run in favor of, the Association.

1. Association Documents. Tenant agrees to be irrevocably bound by, and to fully comply throughout the term of the Lease, with all of the easements and restrictions contained in the **Seven Oaks Homeowners Declaration, the Bylaws of Seven Oaks Homeowners Association, and the Rules and Regulations of Seven Oaks Homeowners Association, (collectively the "Governing Documents")**, and any amendments adopted to the Governing Documents during the term of the Lease. The failure of the Tenant, if any, to comply with the terms and conditions of the Governing Documents, and/or the conviction of the tenant for any crime committed anywhere on the property, and/or the improvements comprising the Seven Oaks Homeowners, will be a default under the Lease.

**TENANT HEREBY ACKNOWLEDGES RECEIPT OF COPIES OF THE GOVERNING DOCUMENTS. ADDITIONAL COPIES OF THE GOVERNING DOCUMENTS ARE ALSO AVAILABLE FOR INSPECTION AND PURCHASE FROM THE ASSOCIATION'S MANAGER.**

Tenant's Initials: \_\_\_\_ \_ Tenant's Initials: \_\_\_\_\_ Tenant's Initials: \_\_\_\_ \_

2. Compliance With Local Ordinances Tenant agrees to fully and promptly comply throughout the term of the Lease with all of the Ordinances of Wyomissing Borough which apply to the Unit or the Tenant's use of the Unit. The failure of the Tenant, if any, to comply with all of the Ordinances of Wyomissing Borough which apply to the Unit or the Tenant's use of the Unit, will be a default under the Lease.

3. Delegation of Power to the Board of the Association. The Landlord hereby delegates to the Board of Directors of the Association (the "Board") the nonexclusive power under the Lease, and under law with respect to the remedies for breach of the Lease, to exercise any of the remedies available under the Lease or prevailing law upon a breach of the lease by the Tenant. However, the Board will have no obligation to exercise any such power. The pursuit of any of such remedies by the Landlord against the Tenant will not preclude the Board from also pursuing any such remedies against the Tenant, nor from pursuing its remedies against the Landlord. The costs, fees and expenses incurred by the Association, if any, to exercise any of the remedies available under the Lease or prevailing law upon a breach by the Tenant will be levied by the Board against the Unit as an assessment, and will be recoverable by the Association from the Landlord under the Governing Documents in the same manner as an unpaid assessment.

4. Association Charges and Assessments.

(a) In the event the Landlord shall fail to pay any fee, fine, charge, interest, late fee, expense or assessment, including costs of collection and attorney's fees, levied by the Board pursuant to the Governing Documents, and such failure to pay continues for thirty (30) days, then the Association may notify the Tenant in writing of the amount(s) due. Upon the Tenant's receipt of notification from the Association of the sums due from the Landlord to the Association, the Tenant will stop making rent payments to the Landlord. For the balance of the term of the Lease, or until all sums due to the Association from the Landlord *have* been paid, whichever will come first, the Tenant will continue to pay to the Association from month-to-month all rent which would otherwise be due to the Landlord, subject however to subparagraphs (b) through (e) below.

(b) The amounts of the unpaid fees, fines, charges, interest, late charges, expenses, and/or assessments paid to the Association by the Tenant will be credited by the Landlord against, and will offset to the extent of the amount paid by the Tenant to the Association, the monthly rental installment, or

installments, due to the Landlord under the Lease until all sums due from the Landlord to the Association are paid in full.

(c) In no event will the Tenant be responsible for paying the Association in anyone month any amount in excess of the monthly installment of rent due to the Landlord for that month under the terms of the Lease.

(d) When the Tenant has paid all of the fees, fines, charges, interest, late charges, expenses, and/or assessments due to the Association from the Landlord, the Tenant may start making rental payments to the Landlord again.

(e) The power given to the Association in this Section 3 may not be exhausted. It will remain in effect throughout the term of the Lease, and any renewal or extension of the term of the Lease.

5. Assignment and Subletting Prohibited. Tenant agrees not to assign the Lease. Tenant agrees not to sublet the Unit.

6. Copy of Lease to Association. A full and complete copy of the signed Lease between the Landlord and the Tenant must be given to the Association by the Landlord before the Tenant moves into the Unit. If, during the term of the Lease, or upon any renewal or extension of the Lease, any term or condition of the lease is modified or changed, then a copy of the signed addenda or document making the modification or change must be given to the Association by the Landlord within seven (7) days after the date upon which the addenda or document becomes effective.

7. Amendments, Modifications and Control. This Lease Addendum may only be changed, extended, modified, amended, or reformed by an instrument in writing signed by an authorized agent or representative of the Association, as well as the Landlord and the Tenant. The Governing Documents will control over the contradictory provisions, if any, of the Lease and/or Lease Addendum. Any contradiction, if any, between the Governing Documents and the Lease and/or Lease Addendum will be void as between the Association and the Landlord. Any contradiction, if any, between the Governing Documents and the Lease and/or Lease Addendum will also be void as between the Association and the Tenant.

8. Controlling Law, Jurisdiction and Benefit. This Lease addendum is made under and subject to the laws of the Commonwealth of Pennsylvania. The Landlord and the Tenant agree to be, and to remain, at all times, without regard for any domicile or residence they may assume subsequent to the date of this Addendum, subject to the laws of the Commonwealth of Pennsylvania and the jurisdiction of the courts of Berks County, Pennsylvania for all breaches, claims, demands and disputes which may arise under this Addendum and/or the Governing Documents.

9. Entire Agreement. There are no material terms of agreement between the Association and the Landlord, nor between the Association and the Tenant, which have not been fully incorporated in this Lease Addendum.

LANDLORD'S SIGNATURE:

TENANT'S SIGNATURE

Date: \_\_\_\_\_

Date: \_\_\_\_\_