



RULES AND REGULATIONS

The rules and regulations of Providence Corner, a Planned Community, Homeowners' Association are established by the Executive Board for the welfare and peaceful existence of the Planned Community. More specifically, they are intended to:

- (1) Preserve property values
- (2) Promote the safety of residents
- (3) Maintain the overall appearance and aesthetics of the Planned Community

I. USE OF PROPERTY

- A. No home shall be used for any purpose other than as a private single-family residence or as a home office as permitted by the Township of Upper Providence.
- B. A home may be leased subject to review by the Board to insure lease requirements set in the Bylaws (section 4.05).
- C. Homes shall be used for residential purposes only, provided home occupations may be carried on in the homes if the use is incidental to the home's primary residential use, shall have no employees, customers, or clients at the property, and shall be approved by municipal authorities having jurisdiction over the use. However, if in the future, zoning regulations change to expand the scope of activities thereunder, applications must be made by the homeowner to the Board for any such expanded use.
- D. No activities shall be carried on which are offensive or in any way interfere with the rights, comfort or convenience of others, including, but not limited to, disturbing noise, odor and vibrations, the effects of which should be contained within the home.
- E. Activities or use of property that impairs the validity of the Association's insurance rates will not be permitted. No homeowner or tenant shall store more than one (1) gallon of any flammable oil, liquid or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha, or benzene anywhere on the property. No kerosene heaters, explosives,

fireworks, or articles deemed hazardous to life, limb or property shall be used or stored on any portion of the property.

- F. It is intended that no solicitation is permitted within the property, except with the express permission of the Board and, regardless of the holding (by such persons), of a Township permit for such purposes.
- G. Vehicle repairs and fluid changes are not permitted on any driveway or common or controlled element.

II. APPEARANCE OF HOMES

- A. No additions, alterations or improvements that affect the structural integrity of a home, or the external appearance of a home, or the common elements around it, will be permitted without the prior approval of the Board. No protruding shades, awnings, window guards, boxes, storm doors, ventilators, fans or air conditioners shall be installed without such approval. Seasonal decorations should be removed in a timely fashion.
- B. No clotheslines, poles or exterior drying of laundry is permitted.
- C. Exterior speakers will not be permitted, other than those inherent to portable radios.
- D. No satellite dishes are permitted without written approval of the Board. With written approval of the Board, one 12" diameter satellite dish may be installed on the exterior of the home. Such installation may not be made on or interfere with the common or controlled elements around a home.
- E. Garage doors should remain closed unless used for entering, exiting, hosing, cleaning, etc.
- F. No home owner shall build or maintain any matter or thing on or over the common or controlled elements without the written permission of the Board. No temporary structure, fence, wall, trailer, tent, storage tank, or shed shall be allowed.
- G. Barbecue grills may be used, but these must be properly maintained and used only on the deck of each home. Grills must be placed so any heat generated will not cause damage to any part of any home's exterior.
- H. Decks are intended for use, and not storage of other items not generally associated with such use. Furniture placed thereon should be well-maintained and all items kept in a neat and orderly fashion.
- I. No sign shall be placed on the outside or in the window of any home, with the exception of one sign 18" by 18" indicating sale of home placed in a window. "Sold" signs are not permitted. "For Sale" signs must be removed immediately upon the signing of an agreement of sale. Only one "Open House" sign pertaining to that home shall be permitted within the development, placed in front of the home on the day of the open house.

- J. No decals other than security or pet finders may be placed *in* the windows. Window/door coverings should be drapes, blinds or shutters, well maintained, in working order, and provide a neat appearance. The backing of drapes/curtains should be white, off-white, or almond. The permanent use of towels, sheets, papers or any articles not manufactured for use as window coverings is prohibited. Windows should be kept free of clutter, and grids must be kept in place.

III. PARKING, TRAFFIC CONTROL, VEHICLE RESTRICTIONS

- A. No unregistered or inoperable vehicle shall be parked on the property, except in the garage. Vehicles in violation of this rule are subject to towing at the owner's expense.
- B. Vehicles should not be parked so as to block the sidewalk or access to any homeowner's driveway.
- C. No trailer, tractor, heavy-duty truck, mobile home, recreational vehicle, boat or boat trailer, snowmobile, or commercial vehicle shall be stored or housed anywhere on the property, except wholly within the garage. With sufficient notice to the Board, home owners may request permission to allow one recreational vehicle of that homeowner's expected guest to park in that homeowner's driveway for a period not to exceed seven (7) days, provided that said vehicle is not hooked up to any utility of any home.
- D. The Upper Providence Township Police will assist in the enforcement of all motor vehicle rules.
- E. There shall be no on-street parking.

IV. PETS AND ANIMALS

- A. No animals, livestock, or poultry of any kind shall be raised, bred or kept, except that dogs or cats shall be permitted in any home, provided such dogs or cats are not bred for commercial purposes and are housed within the home. There shall be a maximum of three (3) animals permitted in a home.
- B. Dogs must be kept on a leash when outside and be under full control at all times. Obnoxious barking or behavior shall be cause for removal.
- C. The dog owner is responsible for immediately removing all feces which should be disposed of in the homeowner's own trash.
- D. The homeowner keeping any pet shall indemnify the Association and hold the Association harmless against any loss or liability of any kind whatsoever arising out of the maintenance of such pet.

V. GARBAGE AND TRASH

- A. **All garbage, trash and recycling containers shall be stored only within the garage, except when placed out for collection.**
- B. Containers may be placed at the end of your individual driveway on the evening prior to scheduled pick-up. They should be returned inside by the evening of collection day.
- C. Plastic bags should only be used in an emergency and they should be placed outside only on the morning of the collection to prevent them from being opened by animals.

VI. ENFORCEMENT OF RULES AND REGULATIONS

- A. If the management company finds that a violation has occurred, the Board shall cause to be sent two warning letters advising the individual(s) of the violation. If the violation re-occurs, the management company will impose the following fines:
 - (1) \$25.00 fine for first incident
 - (2) \$50.00 fine for second incident
 - (3) Increases of \$25.00 for each incident thereafter
- B. If the violation is of the sort that a hearing is requested or necessary, the Covenants Committee will hold such hearing, guaranteeing the home owner due process as described in the Bylaws.
- C. All decisions of the Covenants Committee will be reviewed by the Board before a decision is rendered to the home owner.

ADOPTED BY THE EXECUTIVE BOARD FOR
THE PROVIDENCE CORNER, A PLANNED
COMMUNITY, HOMEOWNERS'
ASSOCIATION THIS _____ DAY OF
_____, 20__.

To: Providence Corner Homeowners
From: The Board of Directors
Date: August 26, 2013
Re: Basketball Systems

Per the Providence Corner Declaration **Townhome owners are not permitted** to install permanent or portable basketball systems.

Please review the following guidelines for basketball systems for single family homes only:

Permanent Basketball Backboards and Poles;

1. Permanent basketball units require architectural approval by the board.
2. Basketball backboards or hoops are not permitted to be attached to any residential unit.
3. Installation of basketball equipment may be placed in front of the garage along the outside driveway more than 1/2 the distance to the right of way no less than 10 feet from street from the back of the curb. Basketball backboards and poles must also be located a minimum of six feet from the property line of any adjoining lot.
4. All permanent backboards must be made of clear or smoke colored Plexiglas and be of regulation size and style.
5. All permanent poles used to support the permanent backboard must be set in concrete and constructed of rustproof metal painted black or white.
6. No additional accessories are permitted for the installation of basketball backboards and poles except for pole pads, which must be of a solid color similar to the basketball pole.
7. All poles, backboards and nets must be maintained in good condition. The Board reserves the right to request repair, replacement, or removal of any unsightly pole, backboard or net.

Portable Basketball Systems Units:

1. Portable basketball units do not require architectural approval.
2. Portable basketball units shall not be used erected or stored at curb, on sidewalks, township roads, or Association property. They must be 10 feet back from the road and

the location may not interfere with an adjacent lot or common space, and may not restrict the delivery of U.S. mail.

3. Should the recreational equipment be in disrepair or poor condition, the Board has the right to require the unit owner to repair, replace or remove the equipment.
4. In accordance with the Declaration restrictions: No activity shall be permitted which unreasonably interferes with the quiet enjoyment or which creates or results in a hazard or nuisance of your neighbors. Therefore homeowners who have portable units will be responsible to ensure compliance.
5. Temporary or portable basketball poles and backboards may not be placed anywhere on the lot except in a location which conforms to one of the three locations described in la above. Temporary and/or portable poles and backboards should not be left outside during winter months.
6. Portable basketball systems must be secured down to prevent it from being blow over in a storm. Use of sand bags or similar items can not be used as a way to secure the system.

PROVIDENCE CORNER COMMUNITY ASSOCIATION
ADMINISTRATIVE RESOLUTION # 1
ASSESSMENT COLLECTION PROCEDURE

WHEREAS, Article 3, Section 3.04 of the Declaration creating Providence Corner Community Association provides for a Board of Directors, which shall manage the business, operation, and affairs of the property; and

WHEREAS, Article 4, Section 4.01 of the same Declaration creates the obligation of its Unit Owners to pay assessments and describes the remedies available for the failure to do so; and

WHEREAS, Section 4302(a) (11) of the Pennsylvania Consolidated Statutes Act gives the Board of Directors the power to impose charges for late payment of assessments; and

WHEREAS, Section 4315 of the same Act provides that all fees, charges, late charges, fines, and interest charged are liens from the time the assessment becomes due and are enforceable through lien foreclosure procedures; and

WHEREAS, Article VIII, Section 8.05 of the Providence Corner Bylaws gives the Board of Directors power for the determination, assessment, and collection of delinquent assessments for common expenses; and

WHEREAS, the Board of Directors wishes to clearly define the procedures it will utilize to collect delinquent assessments;

BE IT THEREFORE RESOLVED that effective May 1, 2012, these procedures will be followed:

1. The assessments for Common Expenses shall be assessed and collected on a monthly basis called monthly assessments.
2. Each monthly assessment is due by the first day of the appropriate month.
3. Any outstanding balance not received by the 15th of the month shall be termed delinquent.
4. On the 16th of each month, an automatic delinquent fee of \$25.00 will be assessed to every account with a balance in excess of \$25.01.
5. The first time a delinquent balance exceeds the amount of the current monthly fee, one warning letter shall be sent to the Unit Owner from the Board. Included in the mailing will be:
 - a. A copy of the Account History which shows the recent charges and payments.
 - b. An explanation that the owner has twenty-one (21) days from the date of the letter, to question the records or else it is assumed the debt amount is correct.
 - d. A copy of this resolution.
 - f. Request for payment in full within twenty five (25) days of the date of the letter.

6. If the balance is not paid within twenty five (25) days of the date of the letter and no other satisfactory arrangements have been made, legal action will be initiated.
7. The attorney will send a demand letter to the Unit Owner, with request for payment, the amount due will include assessments, late fees, interest and any accrued legal charges.
8. The remaining installments for the fiscal year may become due and payable (accelerated). The delinquent amount, plus the late charge, shall bear interest from the date the late charge arose at 15% per annum.
9. As provided by Declaration, all related charges for collection of any delinquent account shall be the responsibility of the Unit Owner. Included in this are: court and legal costs, late fees, interest, as well as the delinquent assessment fees. All related bank charges for returned checks will be assessed.
10. Should the account be brought current and a delinquent balance occurs again during the same fiscal year, the Board of Directors reserves the right to accelerate remaining installments without prior notice.
11. Legal action on a delinquent account may result in any of the following steps as is required to collect amounts due:
 - a. Enforcing the lien which prohibits resale or refinancing of the Unit.
 - b. Sheriff's sale of personal property.
 - c. Foreclosure and sale of the Unit in a manner similar to a mortgage foreclosure.
12. The Board may exercise any and all of its rights as permitted by law and its decision is final.

This Resolution was adopted on April 1, 2012.

ATTEST:



Board President

4-11-12

Date

**PROVIDENCE CORNER COMMUNITY ASSOCIATION
RULES AND REGULATIONS COMPLIANCE PROCEDURE
ADMINISTRATIVE RESOLUTION #2**

WHEREAS, Article IV, Section 9 of the Declaration creating the Providence Corner provides for a Board of Directors who shall manage business, operation, and affairs of the property; and

WHEREAS, Section 5.11(A) of the By-Laws gives the Board of Directors the power to enforce compliance with the Declaration; and

WHEREAS, the Declaration contains Restrictions on Use and Occupancy of the Units and Common Elements; and

WHEREAS, Section 5302 of the Pennsylvania Consolidated Statutes Act gives the Board of Directors the power to impose fines for violations of the Use Restrictions and any Rules and Regulations adopted by the Board of Directors; and

WHEREAS, the Board of Directors has determined that more specific procedures should be outlined to enforce Association rules and regulations,

Be it therefore resolved that:

A complaint regarding a rules and regulations violation must be received in writing by Management. The written complaint must be signed and provide adequate information regarding the date, time, and location as well as the nature of the violation in order for Management to take action. Whenever possible, confidentiality will be maintained. Additionally, violations which are observed by an Association representative will also be processed as a violation complaint.

When a violation is noted, a warning letter will be sent to the Owner describing the violation and, if appropriate, a date by which the violation must be corrected. A copy of this Compliance Procedure Resolution will be included. The Owner will be further advised that should the violation continue, the Board of Directors may impose a Rules Violation fine after giving the Owner an opportunity for a hearing.

Owners who lease their home are responsible for their Tenants' actions and any resulting fines. If there is a Tenant, a copy of the violation letter will be sent to the Tenant as well as the Owner.

Should the violation continue or reoccur after the date specified in the first letter a fine of not less than **\$25.00** will be imposed. The Owner has an opportunity for a hearing with the Board of Directors if the hearing request is received in writing by the Manager within ten days of the date of the letter notifying the Owner of the rules violation and fine.

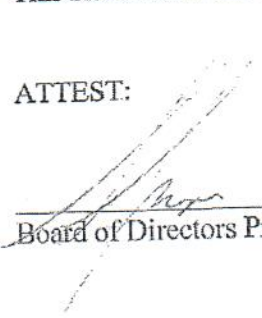
Any fine imposed in accordance with this Compliance Procedure Resolution shall constitute an assessment which is collectable in the same manner as provided for the collection of all other assessments. Accordingly, all legal fees, interest, court costs, and other fees incurred in the collection of a fine shall be the responsibility of the Owner.

Continuing violations of the same rule or regulation will subject the Owner to additional fines.

Any decision of the Board of Directors following a violation hearing shall be final.

This Resolution was adopted on April 1, 2012.

ATTEST:



Board of Directors President

4-11-12

Date