

Brookstone Condominium Association Rules and Regulations

The Brookstone Condominium Association Rules and Regulations herein are restated and updated from the original Rules and Regulations and Resolutions that were previously adopted and in effect. This comprehensive Rules and Regulations document incorporates new rules to resolve questions and inquiries that have been communicated to the Executive Board.

These Rules and Regulations are meant to supplement the Governing Documents of the Association (i.e., the Amended and Restated Declaration of Condominium and By-Laws), and are intended to preserve the character, harmony, and aesthetics of the community, and to clarify and document current guidelines.

Restated/Adopted: January 2, 2020

Table of Contents

- I. ARCHITECTURAL: EXTERIOR APPEARANCE, MODIFICATIONS AND LANDSCAPING GUIDELINES 1
 - A. Required Application Procedure for Exterior Modifications 1
 - B. Landscaping, Plants and Yard/Garden Ornaments 3
 - C. Prohibited Exterior Items 4
 - D. Patios and Decks 4
 - E. Windows 5
 - F. Window Treatments 6
 - G. Doors 6
 - H. Trim 7
 - I. Satellite Dishes 7
 - J. Firewood..... 7
 - K. Signs 7
 - L. Holiday Decorations/Flags 8
 - M. Playsets/Wading Pools 8
 - N. Solar Pathlights..... 9
 - O. Generators..... 9
 - P. Surveillance Cameras..... 10
 - Q. Portable Storage Devices..... 10
 - R. Exterior Lighting Fixtures 10

- II. GENERAL USE RESTRICTIONS..... 10
 - A. Use and Occupancy of Units 10
 - B. Maintenance of Units 11
 - C. Vehicles and Parking 12
 - D. Trash and Recycling 13
 - E. Pets 14
 - F. Re-Sale Policy..... 15
 - G. Move-In/Move-Out Procedure 15
 - H. Noise Transmission 16
 - I. Insurance Claims..... 16
 - J. Grills, Fire Pits and Space Heaters 16
 - K. Unmanned Aircraft Systems/Drones..... 17
 - L. Mandatory Census Form 17

- III. LEASING CONDITIONS, REQUIREMENTS AND RESTRICTIONS..... 18
 - A. Leasing Procedures..... 18

- IV. USE OF COMMON ELEMENTS 19
 - A. Pool Use Guidelines 19
 - B. Tennis Court Use Guidelines 19
 - C. Basketball Court Use Guidelines..... 20

D.	Community Center Use Guidelines	21
V.	VIOLATION(S) OF GOVERNING DOCUMENTS.....	22
A.	Compliance Procedure	22
B.	Fine Schedule.....	24
C.	Dispute Resolution	24
VI.	PAYMENT OF ASSESSMENTS	27
A.	Budget Development	27
B.	Assessment Collection Procedure	27
VII.	FORMS AND APPLICATIONS.....	29
A.	Architectural Change Application	30
B.	Landscape Request Application.....	32
C.	Lease Addendum	34
VIII.	RESPONSIBILITY CHART	40

I. ARCHITECTURAL: EXTERIOR APPEARANCE, MODIFICATIONS AND LANDSCAPING GUIDELINES

Introduction: The architectural character of our community was established by the architects and planners who originally designed it. The Architectural Review (A/R) Committee was created and is responsible for assisting the Executive Board in preserving the architectural integrity of that design and maintaining the appearance and value of our community. Duties of the Architectural Review Committee include;

- Informing homeowners that all exterior changes to their homes, including landscaping/plantings must be approved in advance by the Executive Board upon recommendation by the Committee.
- Developing and distributing Architectural Guidelines and standards to all homeowners, after approval by the Board.
- Receiving comments or complaints from homeowners involving matters within its jurisdiction and recommending action to the Board.
- Reviewing submitted plans for exterior alterations and recommending to the Board their approval or denial.

Furthermore, the Executive Board is empowered to adopt, amend and enforce compliance with rules and regulations relative to the operation, use and occupancy of the Units, Common Elements, and Limited Common Elements. Common Elements are defined as all of the land surrounding and upon which the buildings stand within the Condominium Association, as well as certain exterior components of the property/buildings (i.e., the parking areas, open space, roadways, common sidewalks, roofs, siding, gutters, etc.). Limited Common Elements are defined as Common Elements which are designated for the exclusive use of the Unit or Units to which they are assigned or appurtenant to, including, but not limited to, the following: balconies, patio areas, driveways, walkways, and porches.

In order to preserve the aesthetics and uniformity of the community, the following provisions, guidelines and restrictions apply to the Units, Limited Common Elements and Common Elements.

A. REQUIRED APPLICATION PROCEDURE FOR EXTERIOR MODIFICATIONS

1. Exterior modifications are all changes to the exterior of a Unit, all changes to a Unit which may be visible from the exterior, and all changes to the Limited Common Elements or Common Elements. Exterior modifications include, but are not limited to, railing installation, window replacement and exterior door replacement (including sliding glass doors, storm doors, garage doors and any other door which is visible from the exterior), painting, window or door replacement, hardware replacement, storm door installation, landscaping, hardscaping, fence installation or replacement,

and any other exterior decorations (with the exception of permissible temporary holiday decorations set forth below), adornments, changes, replacements, repairs, or restorations.

2. No Owner shall alter the exterior appearance or make any addition to his Unit (including landscaping or plantings), nor shall any exterior addition to or change which alters the external appearance of the Unit without submission to and prior written approval of the Executive Board.
3. Nothing may be built or constructed which will alter the exterior of Units, Limited Common Elements or Common Elements without submission to and prior written approval of the Executive Board.
4. **Prior to making any exterior modifications as set forth above, Owners are required to complete an Architectural Change Application and/or Landscape Request Application and submit it to the Association's Management Company.** These applications are set forth in Article VII, Section A. and B. of these Rules and Regulations, and are subject to change by the Executive Board at any time. The Architectural Change Application must be fully completed and submitted with plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location, as well as proof of compliance with all applicable codes, laws and ordinances. Furthermore, all requests shall include a copy of the licensed contractor's General Liability Insurance Certificate, naming the Association as an additional insured, Worker's Compensation Insurance Certificate in an amount required by Pennsylvania law, and Automobile Liability Insurance Certificate. No exterior modifications may be made unless and until prior written approval is received.
5. The Executive Board and A/R Committee may request additional information, plans and/or materials concerning any proposed exterior modifications.
6. In the event the Executive Board fails to approve or deny any application within forty-five (45) days after all plans and specifications have been submitted, approval will be deemed to have been denied.
7. Upon approval of the Association, a placard shall be sent to the Owner/resident of the Unit which indicates that Architectural Change Application and/or Landscape Request Application and Approval paperwork is complete. The placard must be placed in a window of the Unit, and be visible from the outside, to notify the Association of the installation. Upon completion, the Owner shall notify Property Management of the installation within seven (7) days and permit an inspection to take place within thirty (30) days of completion.
8. **The below provisions address acceptable/unacceptable guidelines for certain exterior additions/modifications as well as restrictions and guidelines for the exterior appearance of Units and Limited Common Elements. All exterior**

additions/modifications MUST be submitted to and approved in advance in writing by the Executive Board as set forth above.

B. LANDSCAPING, PLANTS AND YARD/GARDEN ORNAMENTS

1. It is the responsibility of the Association to maintain all Common Element areas, i.e., land around the building, including the landscaping. The Landscape Committee was created by the Association in order to ensure areas needing attention are maintained as the budget permits.
2. Owners are NOT permitted to add plantings, plant beds, or other landscaping features on or around Limited Common Elements or on the Common Element areas or within existing plant beds, unless submission to and written approval by the Executive Board is received. This is to insure that shrubs appropriate for the area will be planted. A list of approved plants can be found on the back of the Landscape Request Application in the Clubhouse.
3. A Landscape Request Application must be fully completed and submitted, in accordance with the above Application Procedure for Exterior Modifications. In the event the request is approved, once planted, the material becomes the property of the Association, and may be pruned, removed, or transplanted by the Association landscaper as needed.
4. Owners are permitted to plant annual flowers/other plants only in pots/containers without prior permission, but will solely be responsible to maintain, trim and remove them when they die or are in otherwise poor condition subject to the following limitations: a maximum of three (3) pots and one (1) Shepherds Hook (with 2 hooks) in front and a maximum of four (4) pots in the back. Shrubs may be planted with submission and approval of the Landscape Request Application so long as they are on the list of approved shrubs which can be found on the back of the Landscape Request Application in the Clubhouse. All pots must be stored by November 1st of each year.
5. Owners are permitted to keep plants in containers on the patio or deck area. All containers/pots must be removed by November 1st of each year.
6. Vegetable garden plants are only permitted in pots in the rear of the Units on patios, decks and/or in mulched areas subject to Sections B. 4. and 5. above.
7. Flowerpots and/or boxes are NOT permitted to be hung or otherwise attached to/on privacy fences, the exterior of the building, or from the Units, Common Elements or Limited Common Elements (including but not limited to attached decks and/or patio areas).
8. With the exception of seasonal/decorative wreaths on front doors only, artificial plants of any kind are NOT permitted on the exterior of the Unit, on Limited

Common Elements or Common Element areas (including attached decks and/or patio areas).

9. White concrete scalloped edging around plant beds may be permissible upon written approval.
10. Seasonal/decorative wreaths are permitted on front doors only; however, wreaths cannot be permanently affixed to the front door by way of nailing or otherwise.
11. No more than three (3) small lawn and/or garden ornaments such as small animal statues, etc. per flower bed are permitted in flower beds only. No plastic ornaments are permitted.
12. Small bird feeders are permitted.
13. Trellises, etc. are NOT permitted.
14. Nothing (i.e., edging, rock, flowers, etc.) is permitted in tree rings.
15. All other ornaments not addressed herein require written Executive Board approval. Requests must be submitted in writing and sent to the Management Office in accordance with the Exterior Modification Application Procedure.

C. PROHIBITED EXTERIOR ITEMS- The following items/exterior modifications are strictly prohibited and will not be approved:

1. Window air conditioning units or similar units that extend through the exterior wall.
2. Awnings or shades on/attached to exterior of Unit.
3. Clothes lines and outdoor drying or hanging of clothes or other materials.
4. Dog runs, dog houses or cages, leashes, and chains outside of Units, on Limited Common Elements or Common Elements.
5. Fencing, rocks, etc. in and around flower beds or trees.
6. Signs, except for "For Sale" or "For Rent" (see Section on Signs).
7. Vegetable gardens are not permitted; however, vegetables may be planted in pots as specified above.
8. Lawn furniture, toys or other personal property on Common Element areas.
9. No tag sales, garage sales, flea markets, etc. are permitted.

D. PATIOS AND DECKS

1. No coating of any sort, e.g. paint, or stain, will be permitted on patios and/or decks.

2. Roll up curtains, bamboo devices, awnings or canopies, and/or anything connected to or hanging from the wooden deck, building, siding or fence for shade or privacy or shielding are strictly prohibited.
3. No carpet is permitted on either concrete patios and/or decks. Door mats are permitted.
4. No additions, extensions, or any changes to the original proportions of the deck or patio are permitted, i.e., Owners are not permitted to expand or increase the size or dimensions of their deck/patio. However, Owners are permitted to add white concrete 12 inch by 12 inch pavers along the perimeter of the patio with written Board approval.
5. Flower pots on the upper deck must be secured so that no one is in danger of falling plants and are not permitted on railings. A drip tray adequate enough to prevent water from dripping below must be provided.
6. Storage is not permitted on decks or patios except for patio furniture and wood in an approved container. Approved grill types are permitted to be stored on first floor patios only, with the exception that electric grills may be stored on patios or decks.
7. Pet food shall not be left on the patio or deck, or on Common Element areas.
8. No light source with the exception of a small candle shall be permitted (i.e. tiki torches, oriental lanterns, colored bulbs, insect zappers, flood lights or spotlights). However, small temporary holiday lights are permitted on bushes/shrubs only.
9. Nothing may be permanently attached/affixed to patios or decks via fasteners, screws, or otherwise.

E. WINDOWS

1. Must conform to the style set forth below.
2. All windows installed, shall:
 - a. be new construction;
 - b. have a nine (9) over six (6) or six (6) over six (6) grate design (the design must be in conformance with the original builder-installed design);
 - c. be white vinyl clad; and
 - d. conform to the specifications contained herein.
3. No jalousie windows.
4. No scalloped edges. Only straight lines permitted.

5. No etched glass is permitted.
6. Prior written Executive Board approval for replacement of windows to the Unit is required.
7. Owners are solely responsible for obtaining any and all necessary Township permits.

F. WINDOW TREATMENTS

1. Window treatments such as draperies, blinds, curtains, or other window coverings on windows or doors shall have only white or off white linings or materials facing the outside of the Unit. Sheets and paper and other inappropriate materials on windows are prohibited. Window treatments must fit as appropriate, i.e., cover the entire window. Window treatments must be kept and maintained in good condition, i.e., no rips or tears.

G. DOORS

1. Prior written Executive Board approval for replacement of all Unit doors is required.
2. Owners are solely responsible for obtaining any and all necessary Township permits.
3. Storm and Screen Doors. All replacement storm/screen doors shall:
 - a. have a plain half or full glass panel;
 - b. aluminum trim;
 - c. the aluminum trim shall be painted white;
 - d. Color of the screen/storm door must be white;
 - e. No decoration is permitted, i.e. initials, animal characters, etc.;
 - f. No etched glass; and
 - g. No scalloped edges. Only straight lines permitted.
4. Metal Exterior Doors.
 - a. All doors replacing pre-existing 6 panel, aluminum, painted doors, shall:
 - i. have a six (6) panel design on the door matching the original door;
 - ii. be made of aluminum; and
 - iii. be painted the same approved color as the previous door.

5. Sliding Glass Doors. All replacement sliding glass doors shall be of the same design as the previous sliding glass door, and the replacement sliding glass door shall:
 - a. have plain glass;
 - b. have aluminum trim;
 - c. the aluminum trim shall be painted white and;
 - d. enclosed/encased blinds are not permitted.
6. Garage Doors. All replacement garage doors shall be of the same design as the previous garage door, and shall:
 - a. have a sixteen (16) panel design on the door matching the original door;
 - b. be made of aluminum; and
 - c. be painted white.

H. TRIM

1. The trim of the building surrounding any door or window replacement shall be painted the same color as other approved color trim on the building. The Association is responsible for scheduled periodic painting of the exterior trim. Owners are responsible for painting the exterior trim between scheduled periodic painting at their own expense upon written approval by the Association in the specific color mixture as provided by Property Management.

I. SATELLITE DISHES

1. No antenna or satellite reception device may be erected on any Unit or the Common Elements without prior written approval of the Executive Board.
2. Any antenna or satellite reception device erected on any Unit, Limited Common Element or Common Element may not be greater than one meter in diameter and must be erected in a location that is adequately screened, except as governed by Federal Communications Commission ("FCC") regulations.
3. Owners are solely responsible for any damages caused to Limited Common Element or Common Element areas as the result of the installation, use, operation, removal, maintenance, repair or replacement of a satellite dish. Limited Common Element or Common Element areas must be returned to their original condition upon removal of the satellite dish.

J. FIREWOOD

1. Firewood storage is not permitted on the front porch. Firewood may be stored on the back patio, deck and/or in the garage in a holder/stand which stores no more than a half cord of wood.

K. SIGNS

1. No signs are to be erected on lawns or in windows which are otherwise visible from the street without written approval from the Executive Board. This includes, but is not limited to, real estate, political signs, etc., with the exception of a single small security sign or sticker (maximum size of 8" by 8") which is permitted in the front window. Security signs are NOT permitted on the turf or in flower beds.
2. The Executive Board has adopted the following guidelines for real estate signs:
 - a. One "For Sale" sign (maximum size of 18" height x 24" width) shall be permitted in a window.
 - b. "Open House" signs are permitted as follows:
 - *One small "Open House" sign permitted on property for sale (maximum size of 18" height by 24" width).
 - *One small "Open House" sign permitted at entrance (maximum size of 18" height by 24" width).
 - *All "Open House" signs must be removed immediately after the open house.

L. HOLIDAY DECORATIONS/FLAGS

1. Seasonal/decorative wreaths, small holiday decorative lights on bushes/shrubs and candles in the windows (in the interior of Units only) are permitted. However, wreaths cannot be permanently affixed to the front door by way of nailing or otherwise.
2. Decorations for all holidays should be in moderation and in consideration of your neighbors. Decorations that prove to be a nuisance, produce excessive glare or noise or which endanger the health and welfare of the Community, visitors or residents are not permitted.
3. All holiday decorations are permitted to be displayed no more than two (2) weeks before a holiday, and shall be removed within two (2) weeks after a holiday.
4. No flag other than the American and Commonwealth Flag may be displayed, with the exception that military flags on military holidays may be displayed in accordance with the provisions of the Pennsylvania Flag Act. Mounted wall brackets are permitted to be attached to the garage frame or porch post only.

M. PLAYSETS/WADING POOLS

1. Small wading pools are permitted on back patios and driveways only and must be put away each day after use.
2. Large play items (wooden or plastic) are not permitted on Common Element areas.
3. Toys, bicycles, patio furniture, personal property etc. must be put away after use and shall not be left unattended in the Common Element areas.

N. SOLAR PATHLIGHTS

1. Owners may install and use solar pathlights only if said installation and use fully complies with the conditions set forth below:
 - a. A maximum of five (5) solar pathlights are permitted for each unit.
 - b. Each solar pathlight must be installed at least 3 feet apart from another solar pathlight.
 - c. Solar pathlights must be black with white lights.
 - d. Solar pathlights may extend no higher than 14 inches from the ground.
 - e. Solar pathlights may only be installed within a mulched shrub bed along an entranceway to a unit. They may not be installed within tree saucers or shrub beds in the lawn area.
 - f. Only solar pathlights shall be permitted. Under no circumstance shall any pathlight be hardwired.
 - g. Solar pathlights are installed at the Owner's own risk. Accordingly, Owners shall assume all liability associated with the solar pathlights including any damage or personal injury that may occur by their installation or use.
 - h. By installing solar pathlights, the Owner shall acknowledge and agree that neither the Association nor its contractors shall be responsible for any damage caused to the pathlights. For example, if the Association's snow removal contractor damages an Owner's pathlight(s) during snow or ice removal activities, neither the Association nor the snow removal contractor shall be responsible to the Owner for the damaged pathlight. Owners who want to prevent damage to their solar pathlights may remove them before snow or landscaping events (such as mulching of the shrub bed) and reinstall as previously approved without seeking new approval.

2. As with any exterior change, Unit owners are required to obtain prior written approval from the Association before installing solar pathlights by completing an Exterior Modification Request form and following the procedures set forth in the Required Application Procedure for Exterior Modifications.

O. GENERATORS

1. Generators are not permitted within the Association.

P. SURVEILLANCE CAMERAS

1. Surveillance cameras may only be installed following submission to and written approval from the Executive Board in accordance with the Application Procedure for Exterior Modifications.
2. Only doorbell type surveillance cameras are permitted (i.e., Ring, Nest, etc.).
3. Surveillance cameras are not permitted to be installed by Owners on the Common Element areas of the Association absent written approval.
4. The Owner must strictly comply with all Federal, State and local laws and ordinances applicable to video surveillance, and it is the Owners full responsibility to familiarize him/herself and comply with such laws.
5. Surveillance cameras may only capture footage limited to the Unit boundaries and Limited Common Elements assigned to that particular Unit. Under no circumstances may other Units or Common Elements be video-recorded or monitored.
6. Owners are responsible for any damage caused to the Common Elements, Limited Common Elements or Units during installation, maintenance or usage of surveillance cameras.

Q. PORTABLE STORAGE DEVICES

1. PODs and/or other similar temporary portage storage devices are permitted temporarily for a maximum of seventy-two (72) hours upon written request and subsequent written Board approval in areas to be determined in the sole discretion of the Executive Board.

R. EXTERIOR LIGHTING FIXTURES

1. Exterior lights or lighting fixtures other than that designed and furnished for the original Unit are not permitted. It is the Owner's sole responsibility to maintain, repair and replace exterior lighting fixtures. Lighting fixtures to the original

specification are available for purchase through the Association's Management Company at a discounted rate. Otherwise, it is the Owner's sole responsibility to contact the Management Company to ensure he/she is replacing the original lighting fixture with one of the same original design with an approved fixture.

II. GENERAL USE RESTRICTIONS

A. USE AND OCCUPANCY OF UNITS

1. Units shall be used for residential purposes only. No commercial, industrial, recreational or professional activity shall be carried on in any Unit at any time. However, home occupations may be carried on in Units if the use is incidental to the Unit's primary residential use, shall have NO employees, customers or clients at the Unit and shall be approved by Lower Makefield Township.
2. Garage sales and/or yard sales, etc. are strictly prohibited.
3. Units shall be occupied by not more persons than the maximum permitted by law for the Unit.
4. No units shall be used so as to create a nuisance or unreasonable interference with the peaceful possession and occupation or proper use of any other Unit, Limited Common Element or Common Element.
5. No owner or occupant may obstruct the Common Elements or Facilities.
6. No owner or occupant may store anything in or on the Common Elements without the prior written consent of the Executive Board.

B. MAINTENANCE OF UNITS

1. Each Unit shall be maintained by its owner and its occupant in a safe, clean and sanitary manner and condition, in good order and repair in accordance with all rules and regulations. Please refer to the Responsibility Chart.
2. Each Owner shall provide for the periodic cleaning of any chimney and flue of the Owner's fireplace.
3. Dryer Vents:
 - a. Beginning in the year 2019, Unit Owners shall be required to hire a licensed and insured HVAC or other suitable dryer vent contractor to inspect, clean and repair the dryer vents and hoses serving their Units every two (2) years.
 - b. For the year 2019, Unit Owners have until December 31, 2019, to provide written proof to the Association or its managing agent that the inspection, cleaning and/or repairs were completed as well as certification from the contractor that the dryer vents and hoses are in good working order. Thereafter, Unit Owners shall

have until December 31st of each odd numbered year to submit written proof to the Association or its managing agent of the inspection, cleaning and/or repair along with certification that their dryer vents and hoses are in good working order.

4. Hot Water Heaters:

a. Prior to installation of hot water heaters, Owners must provide a copy of the required Lower Makefield Township permit to the Management Company. In the event of an emergency, a copy of the permit must be provided as soon as is practicable.

b. Hot water heaters must be properly maintained, in good order and repair, leak free, and replaced periodically as needed.

C. VEHICLES AND PARKING

1. All exterior parking areas on the Property (with certain restrictions and limitations as set forth below) shall only be used for currently licensed, registered, state inspected and operational four wheel passenger vehicles, mini vans, commercial vans if the commercial van is the same size as a minivan and pick up trucks not in excess of standard three quarter tons. All cargo or pick up trucks must be covered when parked overnight. Licensed, registered, inspected and operational motorcycles or three-wheel vehicles utilized as passenger vehicles are permitted but must be parked and stored in garages only.
2. Exterior parking areas are designated only as one vehicle length in front of the Unit garage doors and lined parking areas. Double-parking and/or parking in a manner so as to block access to driveways, sidewalks, walkways, etc. is strictly prohibited.
3. No recreational vehicles, mobile homes, trailers or boats are permitted to be parked anywhere on the property.
4. There is no parking permitted along the streets. The only exception to this regulation is on a temporary basis in connection with Unit, Limited Common Element or Common Element repair, maintenance, construction work or deliveries to a Unit.
5. Only cars or mini-vans may be parked in garages or vertically in front of garage doors. No car or van may be parked horizontally along the drive through. **However, any vehicle classified as a truck, commercial truck, or commercial van shall not be parked vertically in front of garage doors or in additional parking spaces near buildings, and shall only be parked in one of the larger parking lots in the community. THE LARGE PARKING LOTS ARE SPECIFICALLY ONLY AS FOLLOWS: NEXT TO 1400 BUILDING OF LYNBROOKE, BETWEEN 1600-1800 BUILDING OF LYNBROOKE, LOT ACROSS FROM 2000 BUILDING OF LYNBROOKE, TO THE RIGHT OF 2600. BUILDING OF LYNBROOKE, NEXT**

TO BASKETBALL COURTS ON STERLING, BETWEEN 1900-2100 BUILDING OF STERLING, BETWEEN 2100-2300 BUILDING OF STERLING, TO RIGHT OF 3300 BUILDING OF STERLING, TO THE LEFT OF 2300 BUILDING OF WATERFORD, BETWEEN 2200-2400 BUILDINGS OF WATERFORD, BETWEEN 1800-2000 BUILDING OF WATERFORD, BETWEEN 1600-1800 BUILDING OF WATERFORD, BESIDE 1100 WATERFORD ROAD.

6. No car, truck or van maintenance and/or repairs are permitted. Any vehicle leaking fluids of any kind which may cause damage to a parking surface must be removed immediately.
7. The Association reserves the right to tow vehicles in violation of its vehicles and parking rules following written notice and/or the stickering of the vehicle.

D. TRASH AND RECYCLING

1. No owner shall use or maintain any property as dumping ground for rubbish, trash, wood, metal scrap or other waste.
2. No trash containers will be permitted outside the Unit other than in accordance with trash removal regulations. Trash cans must be put away the day of trash removal.
3. Trash removal regulations:
 - Pick-up days each week for trash are determined by the waste management company and are subject to change. Trash must be wholly placed in the unit's toter and positioned in the street alongside the curb.
 - Recycling pick up day is determined by the waste management company and is subject to change. Co-mingled materials (plastic, aluminum and glass) must be placed wholly within the proper receptacle and newspapers may be bound or in brown paper bags and placed on top of the receptacle.
 - No trash or recycle material shall be put out prior to 4:00 p.m. of the day prior to pick up.
 - Trash/Recycling cans must be put away the day of trash removal.
4. Toters are property of the waste management company and must remain with the Unit upon resale.
5. Owners must prominently display their respective Unit address on all assigned toters.
6. BULK TRASH
 - a. Every Owner of the Association, occupant, resident or tenant living within the Association is prohibited from leaving bulk trash outside of their unit or at the curb without first contacting the Management Company to arrange for the

removal of the bulk trash, subject to the restrictions and limitations set forth below.

- b. Arrangements for scheduling bulk trash removal shall be done by the Owner, occupant, resident or tenant with the Management Company. **Owners, occupants, residents or tenants must contact the Management Company prior to placing any large item at the curb.**
- c. There may be an extra charge associated with bulk trash pick up. Any and all fees associated with the bulk trash removal are the sole responsibility of the Owner(s), and Owner(s) will be billed separately for the cost.
- d. Bulk trash may not be placed at the curb earlier than 4:00 p.m. on the day prior to the scheduled pick-up.
- e. Old appliances, cabinetry, carpeting, etc. should, where possible, be removed by the installer at the time of installation of new appliances, cabinetry, carpeting, etc. Electronics, i.e., televisions, computers, etc., will not be removed by the waste management company. Owners are solely responsible for disposing of electronics at their own expense.

E. PETS

1. Owners may only possess one (1) domesticated house dog or one (1) domesticated dog and one (1) domesticated house cat or two (2) domesticated house cats in accordance with Article XVI, Section 16.02 (k) of the Declaration. Any Owner in possession of additional dogs and/or cats in violation of this provision shall register said animals with the Management Company within sixty (60) days of the adoption of these amended and restated Rules and Regulations. Owners will be permitted to continue to possess these animals in excess of the aforesaid numerical limitation until such time as the animal no longer resides in the Unit or passes away, whichever comes first. Thereafter, pets must be specifically delineated and described on the annual Census Form and shall not exceed the numerical limitation set forth above.
2. All pets must be carried or walked on a leash and attended by a responsible person at all times when such pet is outside of its individual Unit.
3. All pets are to be walked along the curb only (i.e., not on parking areas or property of neighboring Units).
4. Pet owners are responsible for the immediate removal of waste of their pet. This waste must be disposed of in the owner's closed trash receptacle. Waste materials cannot be thrown in storm sewers, left on sidewalks, streets, parking areas, walkways or Common Element areas.
5. Pets are not permitted in or around the pool, clubhouse, or tennis courts.

6. Pets shall not be permitted to disturb a neighbor's quiet and/or peaceful enjoyment of the property by loud noises, barking, or otherwise.
7. All pets residing within or brought to the Association shall not be permitted to become a nuisance or annoyance to any other Owner or resident within the Association in the judgment of the Executive Board.
8. Pets shall not be left unattended at any time while outdoors, Temporary stakes, doghouses, or chains are not permitted on any portions of the Common Elements or exterior of Units.
9. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict. Furthermore, any damage, injury, liability and cost incurred by the Association as a result of a pet owner's failure to comply with these Rules and Regulations, including court costs and attorney's fees, shall be the responsibility of the Owner of the Unit in which the dog resides, or the Owner of the Unit to which the dog is brought.

F. RE-SALE POLICY

1. In the event of the resale of a Unit, the Owner or Owner's agent is responsible for ordering a Resale Certificate from www.condocerts.com. Said Resale Certificate must be received prior to settlement and provided to the new Owner on or before settlement in accordance with applicable Pennsylvania law.
2. At settlement, purchaser must pay a one-time non-refundable contribution in the amount of \$2,300.00 to the Association which amount shall be added to the reserves in accordance with Article XIV, Section 14.02 of the Declaration:
 - i. The capital improvement fee for any unit shall not exceed the annual assessments for general common expense charged to such unit during the most recently completed fiscal year of the association.
 - ii. Capital improvement fees allocated by an association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing common elements and may not be expended for operation, maintenance or other purposes.
 - iii. No capital improvement fee shall be imposed on any gratuitous transfer of a unit between any of the following family members: spouses, parent and child, sibling, grandparent and grandchild.

G. MOVE-IN/MOVE-OUT PROCEDURE

1. All moves must be reported to the Management Company at least 15 days in advance. Prior to any move, a security deposit equal to two (2) months' maintenance fees must be paid by Owner to the Brookstone Condominium Association, against

which any damages to Common Elements, or expenses associated with the disposal of furnishings and/or other items, will be offset.

2. Owners are solely responsible for any damages to Common Elements that occur during the move-in/move-out process, and for the proper disposal of bulk items and other trash. In the event damage is caused to the Common Elements or the Association incurs expenses relative to removal of bulk items and trash left during a move, the Owner will be assessed accordingly.
3. Owners must notify the Management Company when the move has been completed. Security deposits will be returned within 15 days after a damage inspection is conducted.

H. NOISE TRANSMISSION

1. No Owner, or occupant, of any unit shall carry on any activity within any unit or permit any activity to be carried on within any unit which generates noise of sufficient volume as to be capable of being clearly heard in an adjoining unit. Between the hours of 10:00 p.m. and 7:00 a.m., no Owner or occupant shall engage in any activity, or permit another to engage in any activity, generating noise which can be heard in any adjoining unit at such a level as to be annoying or unreasonably interfere with the adjoining Owner's quiet enjoyment of his, her, or their unit.
2. No less than 80% of the floor area of each room, hallway and/or stairway of all second floor units shall be covered by carpeting and/or rugs having a pad not less than 1/2" in thickness.

I. INSURANCE CLAIMS

1. If an owner wishes to have a claim filed, the owner must contact the Management Company immediately following the incident. The following must be given:

*Date of Incident

*Time of Incident

*Cause of Damage

*Extent of Damage

The Executive Board and Management Company will review all of the Information presented and it will be the responsibility of the Executive Board to file the claim with the insurance carrier if damages claimed will exceed the amount of the deductible. Under no circumstance will an owner contact the Association's carrier or broker concerning the filing of a claim.

2. The payment of the \$25,000.00 deductible through the Association's policy is the responsibility of the individual Owner and not the Association. The Executive Board

has the right to assess the \$25,000.00 to an Owner's account and it becomes collectible through the collection procedures approved by the Executive Board.

J. GRILLS, FIRE PITS AND SPACE HEATERS

1. No charcoal grills, wood burning grills, fire pits or chimineas are permitted anywhere in the community.
2. Electric grills are permitted to be used on patios, balconies or elsewhere in the community.
3. Electric grills must be stored on patios or balconies when not in use.
4. Gas grills are not permitted to be stored or used on balconies.
5. Gas grills are permitted to be stored on patios, but must only be lit or used at least ten (10) feet from any building, fences, trees, shrubs, or other combustible surfaces.
6. Gas grills shall be stored on the patio only after the grill has completely extinguished and cooled down.
7. Propane tanks are not permitted to be stored in garages due to propane being a highly combustible material.

K. UNMANNED AIRCRAFT SYSTEMS/DRONES

1. All Unmanned Aircraft Systems/Drones (hereinafter referred to collectively as "Drones") shall be operated in accordance with federal, state and local laws and ordinances.
2. No person shall utilize a Drone to capture a photograph, physical recording, sound recording or other physical impression of an individual or individuals on or above the Common Elements or within a private Unit, without such individual's written and express consent.
3. No person shall utilize a drone in a careless or reckless manner so as to endanger the safety of others within the Association or property of the Association or Units Owners. In the event injury or damage is caused by a person's operation of a drone on Association property, the operator is solely responsible for said injury or damage and the costs associated therewith.
4. The foregoing Unmanned Aircraft Systems/Drones Rules may be subject to statutory provisions as may be adopted by the Federal Aviation Administration ("FAA"), Pennsylvania or local governmental municipalities.

L. MANDATORY CENSUS FORM COMPLIANCE

1. In January of each year, the Association shall issue the Annual Brookstone Condominium Association Census Form ("Census Form") to all Owners in the Association. Any Owner not residing in the Unit shall have the Census Form mailed to the last known address on file.
2. The Association shall include with the Census Form a cover letter with instructions to complete the Census Form. The cover letter shall include the deadline to submit all completed forms and additional documentation to the Association.
3. All Owners are required to fully complete and provide all requested information and/or documents and return the Census Form no later than 14 days after the date the Census Form is issued. A Census Form that is returned with false information shall, upon discovery, be subject to fines in the same manner as failure to return a Census Form by the deadline.
4. The Association may, in its discretion and on a case by case basis, extend the time an Owner(s) may complete the Census Form and provide the desired information and documentation.
5. All information provided by Owners on the Census Form is deemed confidential and shall remain under the control of the Association and its managing agent. All information obtained via the Census Form shall be used by the Association or its managing agent solely for informational and administrative purposes.

III. LEASING CONDITIONS, REQUIREMENTS AND RESTRICTIONS

A. Leasing Procedures

1. Every Owner who wishes to lease a Unit in Brookstone Condominium Association must first attend an in person meeting with the Board and thereafter submit a written and fully executed lease and fully executed Lease Addendum Form to the Management Office no later than ten (10) days prior to the effective date of the Lease.
2. If the lease and Addendum forms are correct as to form, the Executive Board or Management shall indicate approval by a signature. Any denial shall be submitted in writing citing the reason(s) therefore.
3. The failure of the Owner or Lessee to follow these procedures is a violation of the Brookstone Condominium Association Governing Documents.
4. Lease Requirements: In addition to the provisions and restrictions set forth in the Lease Addendum, the following restrictions are also applicable to leasing:

- a. Leases for Units shall not be for a term of less than six (6) months.
- b. The number of occupants in any Unit may not exceed the number permitted by applicable law.
- c. Tenant shall not sublet or assign all or part of the Unit, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.
- d. In accordance with Article XVI Section 16.01 of the Amended and Restated Declaration, Brookstone Condominium Association hereby renews the adoption of the attached "Lease Addendum," subject to the requirements, policies and procedures set forth therein, attached hereto.

IV. USE OF COMMON ELEMENTS

A. POOL USE GUIDELINES

- 1. The pool is available for use by Brookstone Condominium Association residents and their guests only.
- 2. Residents must accompany guests at all times. A maximum of four (4) guests per unit is allowed.
- 3. No one is permitted in the pool unless a lifeguard is on duty. The lifeguard is in complete charge of pool area and has authorization to enforce these use guidelines and to require those not in compliance or otherwise posing a danger to themselves or other pool patrons to leave the pool area.
- 4. Children under sixteen (16) must be accompanied or supervised by a competent guardian. Minors are the sole responsibility of the guardian and are not under the supervision of the lifeguard.
- 5. Running, diving, ball playing, horseplay, dunking, etc. or causing undue disturbance in or around the pool area is not permitted.
- 6. Flotation devices are prohibited except for swimming aids, which may only be used by non-swimmers. A responsible person must accompany non-swimmers using swimming aids in the water.
- 7. Glass containers and alcoholic beverages are prohibited.
- 8. Smoking is prohibited in or near the pool.
- 9. Diving into the pool is prohibited.

10. Trash must be placed in the receptacles provided.
11. Only swim appropriate diapers or undergarments are permitted in the pool.
12. The Association is not responsible for loss or damage to personal property.
13. The above rules are subject to change. Failure to comply with the rules may result in loss of pool privileges.
14. While utilizing the pool, foot coverings are necessary prior to entering the Clubhouse.
15. Pool tags are required for entry and are provided by the Management Company upon request.

B. TENNIS COURT USE GUIDELINES

1. Tennis courts are for the exclusive use of Brookstone Condominium Association Owners, residents of the Condominium Association and their guests. Guests (limited to a maximum of three (3)) must be accompanied by an owner, tenant or occupant at all times.
2. The tennis courts are to be used exclusively for the playing of tennis. No other recreational activity, such as biking, roller blading, skateboarding, roller skating, etc. is permitted within the tennis courts.
3. While others are waiting to utilize the courts, play is limited to one hour, including warm up and playing time for both single and double matches.
4. Proper attire must be worn by players at all times. Tennis sneakers are the only acceptable footwear permitted. Shirts and shoes must be worn at all times.
5. Owners, tenants or occupants waiting to play are requested to remain outside of the courts until a court has been relinquished to them.
6. All owners, tenants or occupants are required to clean up any of their trash or debris upon leaving the courts. Trash receptacles are provided by the Association.
7. No animals or other personal objects are permitted on the courts, such as bikes, baseballs, street hockey sticks, roller skates, roller blades, skateboards, etc.
8. No glass containers, food or alcoholic beverages are permitted on the tennis courts.
9. Climbing of the tennis court fence is prohibited.
10. All persons using the tennis courts do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with use, or any loss or damage to personal property.

11. Persons using the tennis courts agree not to hold the Association liable for any actions of whatever nature within the tennis court area. Residents will be wholly responsible for the actions of their family members and guests.
12. Anyone found breaking the tennis court rules will receive writing warning. A subsequent infraction may result in loss of tennis court privileges.

C. BASKETBALL COURT USE GUIDELINES

1. The Basketball Court is for the exclusive use of Brookstone Condominium Association Owners, residents of the Condominium Association and their guests. Guest(s) must be accompanied by an Owner, occupant or tenant at all times.
2. Basketball court is to be used exclusively for the playing of basketball. No other recreational activity, such as biking, roller blading, skateboarding, roller skating, etc. is permitted within the tennis courts.
3. Hours of play are 10:00 a.m. to dusk every day.
4. Please be courteous to others wishing to play organized games.
5. Owners, occupants and/or tenants waiting to play are requested to remain outside of the court until the court has been relinquished to them.
6. All Owners, occupants and/or tenants are required to clean up any of their trash or debris upon leaving the court and place said trash/debris in trash receptacles provided by the Association.
7. No animals are permitted on the court. No glass containers, food or alcoholic beverages are permitted on the court. No bikes, baseballs, street hockey sticks, roller skates, roller blades, skateboards, etc. are permitted on the court.
8. Climbing of the basketball fence is prohibited.
9. All persons using the basketball court do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with its use, or any loss or damage to personal property.
10. Persons using the basketball court agree not to hold the Association liable for any actions of whatever nature within the basketball court area. Residents will be responsible for the actions of their family members and guests.
11. Violation of these regulations may result in loss of basketball court privileges.

D. COMMUNITY CENTER USE GUIDELINES

1. The Community Center is open from 5 a.m. to 10 p.m. for the convenience of Brookstone Condominium Association Owners, residents, tenants and their guests.

2. Access Cards shall be provided for the Center after the Management Office has received a signed Waiver of Liability. Residents must accompany and supervise their guests at all times.
3. Minors who wish to use the exercise equipment shall be supervised by a competent guardian. It is the guardian's duty to watch or guard the minor for the sake of proper direction, control, and safety.
4. No smoking and no alcoholic beverages are permitted.
5. Residents and their guests shall assume responsibility for maintaining general order within the Community Center.
6. All trash must be placed in receptacles provided.
7. All doors to the Community Center must remain locked except when the pool is in use.
8. Instructions for the exercise equipment are located in the exercise room and must be followed.
9. Upon leaving the Community Center, residents and their guests are responsible for closing all windows, turning out all lights, and checking that all doors are in a locked position (except when the pool is in use).
10. The Four Seasons room is reserved for use by Owners, residents, tenants and their guests only. Prior to utilizing the Four Seasons room, Owners, residents or tenants must contact the Management Office prior to use for approval. After use, the Four Seasons room must be thoroughly cleaned and all trash disposed. In the event the Four Seasons room is used without approval and/or not cleaned after use, the Owner is subject to fines in accordance with the Compliance Procedures.
11. A pay phone is located inside the Community Center. The number of that phone is 215-757-9221. In case of emergency regarding the building, please call the Management Office (the Management Office number is posted by the pay phone).
12. Only personal radios/listening devices with earplugs are allowed.
13. All workout equipment must be wiped down after use.
14. Weights must be returned to the proper rack after use.
15. At no time will any machine be altered or modified. Any damages must be reported immediately to Management or the Executive Board.
16. All persons using the Community Center do so at their own risk. The Association is not responsible for the loss or damage to any personal property.
17. Failure to comply with these rules may result in the loss of the privilege to utilize the Community Center.

V. VIOLATION(S) OF GOVERNING DOCUMENTS

A. COMPLIANCE PROCEDURE

1. Each Owner, resident, occupant and/or guest shall be governed by and shall strictly comply with the terms, covenants, conditions and restrictions set forth in the Amended and Restated Declaration, By-Laws and these Rules and Regulations.
2. Complaints of Declaration, By-Laws and/or Rules and Regulations violations must be received in writing by the Management Office. The written complaint must provide sufficient detail to allow Management to determine if action is warranted. When possible, confidentiality will be maintained.
3. The Executive Board or Management shall investigate and evaluate the complaint to determine if the complaint is justified and if a violation exists that must be corrected. This determination shall be at the Executive Board's sole discretion.
4. When an authorized person determines that a violation requires correction, a warning/reminder letter shall be sent describing the violation and, if appropriate, a date by which the violation must be corrected. The date shall not exceed thirty (30) days from the date. The warning/reminder letter shall also caution of the consequences, including fines and legal action (if applicable), which may ensue if the violation is not corrected.
5. Should the violation remain or recur or should a second complaint letter be received regarding the same violation after the deadline date, as set forth above, a final warning letter shall be issued. Included in that letter will be a copy of this rule and the warning that should the violation persist, a rules violation fine, as set from time to time by the Executive Board, will be applied. At the Executive Board's discretion, up to ten (10) additional days may be given for the violation to be corrected. No additional opportunity to cure the violation shall be required for subsequent identical violations which occur within one year of the first warning/reminder letter. The violation notice shall provide to the Owner an opportunity for a hearing, if requested in writing.
6. After the warning/reminder notice and notice of violation are sent and the time period for correction of the violation passes as specified above, should the violation situation persist, (subsequent) fines set by the Executive Board shall be assessed. The Executive Board has the authority to fine owners an amount up to and not to exceed \$50.00 per day until the violation is corrected. Notice of the fine shall be sent by mail and charged against the Owners monthly assessment including late fee charges. Any and all fees and costs, including court fees and attorney fees, deemed necessary by the Executive Board for collection of fines, shall be charged to the violator, shall become part of any amount deemed due and payable by the Owner in violation.

7. Failure of the Board to take action within the time limits as prescribed herein shall not be deemed to be a waiver of the Executive Board's right to take action at a subsequent time.
8. Upon written request from an Owner who has been given notice of a violation, the Executive Board shall schedule a hearing concerning the violation in accordance with Article XVII of the Amended and Restated Declaration.
9. In the event that a violation is not corrected despite the imposition of fines, the Executive Board may take legal action to obtain payment of the fine and/or compliance with the Declaration, the By-Laws or Rules and Regulations. The Executive Board may resort to filing immediate legal action for injunctive relief or damage if the circumstances warrant. The following costs will be assessed: enforcement costs, including the court costs, attorney's fees, etc. Fines are collected in the same manner as assessments, and constitute a lien on the Unit.
10. In the event of a violation of the Governing Documents, the Executive Board may suspend membership privileges, i.e., use of Common Facilities, after notice and an opportunity to be heard.

B. FINE SCHEDULE

TRASH/RECYCLING VIOLATIONS - One warning followed by \$50.00 fine.

BULK TRASH VIOLATIONS - \$100.00 per violation.

PET VIOLATIONS - One warning followed by \$100.00 fine; subsequent fines are \$200.00 per violation.

UNAUTHORIZED EXTERIOR MODIFICATIONS - \$750.00 fine for Window/HVAC violation; \$300.00 fine Garage Door; \$250.00 fine for Storm Doors; \$500.00 fine for Sliding Glass Doors; additional fine of maximum of \$500.00 if modification is not approved and/or not removed within 30 days.

HOT WATER HEATER - \$300.00 fine for failure to provide Township permit to Management Company prior to installation.

P.O.D. [AND OTHER SIMILAR STORAGE CONTAINERS] VIOLATION - Automatic \$250.00 fine plus \$25.00/day for every day it remains in excess of approval (if applicable).

CENSUS FORM VIOLATIONS – One warning followed by \$100.00 fine.

GENERAL VIOLATIONS - One warning letter followed by a fine not to exceed \$50.00/day until the violation is corrected.

C. DISPUTE RESOLUTION

1. **Mandatory Dispute Resolution Procedure.** Prior to filing a complaint, objection, claim, lawsuit or administrative proceeding (including but not limited to law enforcement authorities such as the State Attorney General's Office) against the Association, the Executive Board, or any officer, director, or committee member of the Association, an Owner or resident **MUST FIRST** request, attend and participate in a hearing before the Executive Board.
 - a) All requests for a hearing shall be in writing and shall be delivered to the Secretary of the Association or Property Management.
 - b) The Executive Board shall schedule a hearing within thirty (30) days of the receipt of a written request from the Owner or resident. The parties shall endeavor to schedule a hearing time that is mutually convenient, and shall not insist on the thirty (30) day time period if schedules do not permit the hearing to be held within it.
 - c) The Executive Board may appoint an ad hoc committee to conduct and hold one or more hearings.
 - d) During the hearing, the parties shall present their disputes in a reasonably detailed fashion, and shall make a good faith effort to resolve the dispute amicably. The parties shall cooperate and shall reasonably make available any documentation, information, or access to premises as may be required for inspections.
 - e) If immediate resolution is not possible or practicable, the parties shall afford to each other, reasonable time and opportunity to address the grievance and to attempt to resolve the dispute.
 - f) In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to, but shall not be required to, be represented by counsel.
 - g) Each party shall bear their own costs and expenses related to and in hearings before the Executive Board or the committee designated by the Executive Board.
 - h) Within ten (10) days of the conclusion of the hearing, the Executive Board or the committee designated by the Executive Board, shall issue a written decision, or if an agreement was reached, shall issue a memorandum incorporating the terms thereof.
 - i) If the dispute cannot be resolved during or after a hearing before the Executive Board or the committee designated by the Executive Board, the parties **MAY** utilize the discretionary negotiation, mediation or arbitration procedures set forth below, but shall not be required to do so.

j) This procedure shall not apply to matters related to the imposition, payment and collection of assessments, and may be waived in writing by the Executive Board.

2. Discretionary Dispute Resolution Procedures. The Association encourages Owners and residents to resolve any disputes without litigation or court proceedings. The Association will take reasonable steps to facilitate hearings, negotiations, mediations or arbitrations to resolve disputes and grievances between Owners and the Association, or between and among Owners and residents, within the Association.

a) Negotiation. A request for dispute resolution by negotiation may be initiated by an Owner or the Association.

- i. All requests for negotiation shall be in writing and shall be delivered to the Secretary of the Association or Property Management, or if initiated by the Association, to the Owner and resident. For disputes between Owners or residents, either Owner or resident may request negotiation by sending a written request to the Secretary of the Association or Property Management, with a copy to the Owner or resident with whom the dispute exists.
- ii. if agreed to by the parties, a negotiation meeting shall be scheduled at the convenience of the parties.
- iii. During the negotiation, the parties shall present the dispute in a reasonably detailed fashion, and shall make a good faith effort to resolve the dispute in an amicable fashion. The parties shall cooperate and shall reasonably make available any documentation, information, or access to premises as may be required for inspections.
- iv. If immediate resolution is not possible or practicable, the parties shall afford to each other, reasonable time and opportunity to address the grievance and to attempt to resolve the dispute.
- v. Each party shall bear their own costs and expenses which may be incurred during or in the course of negotiation proceedings.

3. Mediation. A request for dispute resolution by mediation may be initiated by an Owner or the Association.

- a) All requests for mediation shall be in writing and shall be delivered to the Secretary of the Association or Property Management, or if initiated by the Association, to the Owner and resident. For disputes between Owners or residents, either Owner or resident may request mediation by sending a written request to the Secretary of the Association or Property Management, with a copy to the Owner or resident with whom the dispute exists.

- b) If agreed to by the parties, a mediator shall be chosen and a mediation shall be scheduled at the convenience of the parties.
- c) During the mediation, the parties shall present the dispute in a reasonably detailed fashion, and shall make a good faith effort to resolve the dispute in an amicable fashion. The parties shall cooperate and shall reasonably make available any documentation, information, or access to premises as may be required for inspections.
- d) If immediate resolution is not possible or practicable, the parties shall afford to each other, reasonable time and opportunity to address the grievance and to attempt to resolve the dispute.
- e) Each party shall bear their own costs and expenses which may be incurred during or in the course of mediation proceedings, unless the parties and the mediator agree otherwise.

4) Arbitration. A request for dispute resolution by arbitration may be initiated by an Owner or the Association.

- a) All requests for arbitration shall be in writing and shall be delivered to the Secretary of the Association or Property Management, or if initiated by the Association, to the Owner and resident. For disputes between Owners or residents, either Owner or resident may request arbitration by sending a written request to the Secretary of the Association or Property Management, with a copy to the Owner or resident with whom the dispute exists.
- b) If agreed to by the parties, one or more arbitrators shall be chosen and an arbitration shall be scheduled at the convenience of the parties.
- c) During the arbitration, the parties shall present the dispute in a reasonably detailed fashion, and shall make a good faith effort to resolve the dispute in an amicable fashion. The parties shall cooperate and shall reasonably make available any documentation, information, or access to premises as may be required for inspections.
- d) If immediate resolution is not possible or practicable, the parties shall afford to each other, reasonable time and opportunity to address the grievance and to attempt to resolve the dispute.
- e) Each party shall bear their own costs and expenses which may be incurred during or in the course of arbitration proceedings, unless the parties and the arbitrator(s) agree otherwise.

VI. PAYMENT OF ASSESSMENTS

A. BUDGET DEVELOPMENT

1. The fiscal year for the Association shall run from January 1 through December 31.
2. Should the Executive Board determine that a surplus will result in the current fiscal year, the Executive Board shall vote by majority to do one of the following: (a) apply the projected surplus to capital reserve funds, or (b) credited to the Owners to reduce their future Assessments. Should the Executive Board determine that a deficit will result in the current fiscal year, the Executive Board shall charge each Owner the pro-rata share of a Special Assessment based upon each owner's payment of the current year's Annual Assessment.
3. Before the beginning of the fiscal year, the Executive Board shall issue a notice to all owners of new Annual Assessment fee level and the results of their projection of the current year's operations.

B. ASSESSMENT COLLECTION PROCEDURE

1. The Association fee for common expenses shall be divided into twelve (12) equal installments rounded into the nearest dollar.
2. Each monthly association fee is due by the first (1st) of each month.
3. Any monthly payment not received by the tenth (10th) of the month shall be termed delinquent.
4. On the eleventh (11th) of each month, a delinquent fee of \$25.00 will automatically be added to every account with a balance in excess of one month's assessment.
5. Any Owner with a delinquent account will receive one (1) warning letter containing the following:
 - a. Request for full payment of the delinquent balance within thirty (30) days and Notice pursuant to the Fair Debt Collections Practices Act.
 - b. Copy of this rule.
 - c. Information on who the Owner may contact to obtain further information and have questions answered.
6. The Executive Board may, at any time, accelerate payment of all Assessments for the remainder of the fiscal year for any account two months' or more delinquent.

7. Any account with a delinquent balance of two (2) months' Assessments or more will be turned over to legal for collection.
8. All related charges for collection of any delinquent account shall be the responsibility of the Owner. Included in this are: court costs and attorney's fees, late fees, interest, as well as all other Assessments which may become due. All related bank charges for returned checks will likewise be assessed.
9. Legal action on a delinquent account may result in any of the following steps as is required to collect amounts due:
 - a. Filing of suit;
 - b. Entry of judgment;
 - c. Execution sale of personal property; and/or garnishment;
 - d. Foreclosure and sale of the Unit.
10. In the event of an assessment delinquency, the Executive Board may suspend membership privileges, i.e., use of Common Facilities, after notice and an opportunity to be heard.
11. The Executive Board may exercise any and all of its rights as permitted by law and its decision is final.

VII. Forms and Applications¹

¹ Forms and applications are subject to change. Any updated forms and applications will be sent to the Owners as appropriate. Copies of current forms are located in the library of the Clubhouse.

A. Architectural Change Application

BROOKSTONE CONDOMINIUM ASSOCIATION

c/o The Galman Group

P.O. Box 646

Jenkintown, PA 19046

215.886.2000 – phone * 267.620.1422 – fax

ARCHITECTURAL CHANGE APPLICATION

Name: _____ Date: _____

Address: _____

Home Phone: _____

Work Phone: _____

Cell Phone: _____

Email: _____

CHANGE REQUESTS:

NEW CONSTRUCTION WINDOW

HVAC

DOORS

DECK/PATIO

Front/Rear

WATER HEATER

Sliding Doors/Screens

RAILING

Storm/Screen

OTHER

Garage

PRIOR TO APPROVAL PLEASE SUBMIT COPIES OF THE FOLLOWING:

- CONTRACTOR NAME, ADDRESS AND PHONE NUMBER,
- LICENSE AND INSURANCE INFORMATION TO INCLUDE LIABILITY, WORKMEN'S COMPENSATION AND AUTO
- LOWER MAKEFIELD TOWNSHIP PERMITS

Prepare a sketch or written description of the proposed improvement, change or alteration in sufficient detail so that the Committee can make a decision. Include nature, kind, shape, color, materials, dimensions, etc. Use a separate page if necessary _____

1. I understand that no work can begin on this project until receipt of a written approval from the Architectural Review Board has been received.
2. I understand that the approval of this project does not waive the necessity for me/us to obtain Township permits prior to work commencing, or the necessity to comply with applicable building or zoning codes.
3. Each contractor shall provide a certification of insurance to be sent to the Property Management office with the Architectural Application. Association to be named as additional insured on contractor's policy.

SIGNED _____

DATE _____

For Committee Use Only

Date Received: _____

Reviewed by: _____

Approved: _____ Approved as Noted: _____ Disapproved: _____

Notice Sent to Homeowner: _____ Date: _____ By _____

B. Landscape Request Application

BROOKSTONE CONDOMINIUM ASSOCIATION

LANDSCAPE REQUEST APPLICATION

Name: _____ Date: _____
Address: _____ Home Phone _____
_____ Work Phone _____
_____ Cell Phone: _____

Indicate the time you can be reached at home: _____

Any contemplated change or addition to the exterior of the unit must have **PRIOR** written approval of the Board of Directors before any work is undertaken or committed. Please submit this application if you would like to make an exterior change and send to:

**Brookstone Condominium Assoc.
C/o The Galman Group
P.O. Box 646
Jenkintown, PA 19046**

Please include the following in your request: Type of material, height, width, length, color and drawing of your project. (Attach separate sheet if needed)

FOR COMMITTEE USE ONLY:

SIGNATURE(S)

Date: _____
Approved: _____
Denied: _____

Signature owner tenant

Signature owner tenant

C. Lease Addendum

BROOKSTONE CONDOMINIUM ASSOCIATION, INC.
LEASE ADDENDUM

THIS LEASE ADDENDUM, made by and between _____
(hereinafter, "Landlord") and _____ (hereinafter, "Tenant").

WHEREAS, Landlord and Tenant have entered into an leasing agreement dated _____ ("Lease") in which Tenant shall rent from Landlord the premises known as _____ (hereinafter, "Unit") from _____ 20__ through _____ 20__.

WHEREAS, the Unit is a residential condominium unit located within the condominium community known as Brookstone Condominium Association ("Association").

WHEREAS, the Lease shall be supplemented and modified as set forth below:

1. **REGISTRATION OF LEASE.** A copy of the Lease and/or renewal of an existing Lease must be presented to the Association's Managing Agent at the Management Office no later than ten (10) days prior to the effective date of the Lease.

2. **LEASE TERMS.** No lease shall be for an initial term of less than six (6) months.

3. **USE OF UNIT.** In addition to all restrictions contained in the Governing Documents, the following shall specifically apply: (I) A Unit is to be used only as a single-family residential dwelling; (II) No lease shall be for less than the whole of the Unit rented; (III) No transient tenants may be accommodated in any Unit; and (IV) the number of occupants in any Unit may not exceed the number permitted by applicable law.

4. **LEASE ADDENDUM MADE PART OF LEASE.** This Lease Addendum shall be incorporated into the provisions of the Lease and in the event the Lease expires shall continue to govern for the entire term of Tenant's residency in the Unit.

5. **LEASE SUBJECT TO ASSOCIATION GOVERNING DOCUMENTS.** The provisions of the Association's Amended and Restated Declaration, By-Laws, and any rules and regulations including, without limitation, the Resolution Relating to Unit Leasing as they each may be, from time to time, amended (collectively, "Governing Documents") are material provisions of the Lease and are incorporated by reference in this Lease. If any provision of the Lease is not consistent with the Governing Documents, the Governing Documents will control. While all provisions of the Governing Documents are applicable to this tenancy and Landlord and Tenant are obligated to comply with them, Tenant and Landlord specifically acknowledge and agree to abide by the following as set forth in Section 16.01:

(a) The Declarant reserves the right to lease any and all of the Units owned by the Declarant subject only to the provisions of this Section 16.01.

(b) No Owner shall be permitted to lease his Unit unless the Owner has complied with the relevant provisions of this Amended and Restated Declaration, the By-Laws and any applicable rules and regulations.

(c) All leases must be in writing for a term of not less than six (6) months and the form of lease must be approved by the Association, which approval shall not be unreasonably withheld.

(d) All leases shall provide that the lessee shall be subject in all respects to the provisions of this Restated Declaration, the By-Laws and any rules and regulations of the Association as may be promulgated from time to time by the Executive Board.

(e) The leasing of a Unit shall not affect the liability of the Owner with respect to his obligations under this Amended and Restated Declaration, the By-Laws and any rules and regulations of the Association.

(f) The provisions of Subsection 16.01(b) and (c) shall not apply to an Eligible Mortgagee who acquires title to a Unit.

(g) In the event the Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and this failure to pay continues for sixty (60) days, the Executive Board shall notify the lessee of the unit in writing of the amount(s) due and, within fifteen (15) days after the date of the notice, the lessee shall pay to the Executive Board the amount(s) of all unpaid charges or Assessments, subject, however to Subsection 16.01(h) hereof. The amounts of unpaid charges or Assessments paid to the Executive Board by the lessee after the nonpayment by the Owner shall be a credited against and shall offset the next monthly rental installment due to the Owner from the lessee following the payment by the lessee of the charges or Assessments to the Executive Board.

(h) In no event shall the lessee be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.

6. **COMPLIANCE WITH GOVERNING DOCUMENTS REQUIRED.** Landlord confirms it has provided Tenant with a complete copy of the Governing Documents. Despite this, Landlord understands that Landlord continues to be responsible for compliance with the Governing Documents. Tenant confirms receipt of a complete copy of the Governing Documents, has read the Governing Documents and will comply with the Governing Documents.

_____ **Tenant Initial** _____ **Date**

_____ **Landlord Initial** _____ **Date**

7. **VIOLATION OF GOVERNING DOCUMENTS GROUNDS FOR EVICTION.**

The Association shall be a third party beneficiary of the terms and conditions of the Lease, and shall have the right to enforce same. Furthermore, in the event a Tenant is in violation of the Lease, Declaration, Bylaws or the Rules and Regulations, then the Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement of the Declaration, Bylaws and Rules and Regulations against the Tenant and the Landlord.

In addition to the right to institute violation procedures against the Tenant and the Landlord for violations of the Governing Documents, the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, has the right, but not the obligation, to file an eviction action on behalf of the Landlord against the Tenant, for any violation of the Governing Documents by the Tenant. Prior to the filing of an eviction action, the Association shall make demand on the Landlord to evict the Tenant. If the Tenant is not evicted by the Landlord within sixty (60) days from the date of the Association's demand on the Landlord, the Association shall be entitled to file such eviction action in the name of the Landlord. Tenant and the Landlord shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in the enforcement.

8. **NO ASSIGNMENT OR SUBLET.** Tenant shall not sublet or assign all or part of the Unit, and it is hereby agreed and understood that any levy upon or sale of the Unit upon execution or other legal process, or assignment or sale of the Unit pursuant to a petition in bankruptcy by the Tenant, shall be deemed and taken to be an invalid assignment of the Lease.

9. **NO AMENDMENT, EXTENSION OR MODIFICATION.** If this Lease is amended, extended or modified in any form, a written copy must be presented to the Association's Management Company within ten (10) days of its execution for review and approval as to form. This Addendum shall survive any modification or extension of the Lease.

10. **UNIT ACCESS.** Tenant agrees and acknowledges the right of the Association, the Executive Board, their officers and agents, the Management Company and employees to have access to the Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements, Limited Common Elements or for making repairs necessary for public safety, to prevent damage to Common Elements, Limited Common Elements or to any unit, or in the event of an emergency, or to abate any violation of law, orders, rules or regulations of the Association or any governmental authority having jurisdiction thereof. The Association shall not be liable to either Landlord or Tenant or any damage resulting from the Association's exercise of its rights pursuant to this provision, except for that damage caused by the Association's negligence.

11. **COMPLIANCE WITH LAW.** Tenant shall comply with all federal, state and local requirements concerning the occupancy and use of the Unit, including but not limited to, those limiting the number of individuals who may reside within the Unit. Failure to so comply shall constitute a material breach of the Lease.

12. **INJURY, DAMAGE OR LOSS.** Tenant shall notify promptly both Landlord and Association of any accident to, defects in, or problems with the water pipes, gas pipes, heating apparatus, or other equipment or appliances' in the Unit.

13. **IMPROVEMENTS.** The Tenant shall not have the right to make alterations or improvements to the exterior of the Unit without prior written consent of both the Landlord and the Association.

14. **COLLECTION OF RENT BY ASSOCIATION.** Landlord and Tenant understand and agree that in accordance with Article XVI, Section 16.01(g) of the Amended and Restated Declaration, in the event Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and this failure to pay continues for sixty (60) days, the Executive Board shall notify the lessee of the Unit in writing of the amount(s) due and, within fifteen (15) days after the date of the notice, the lessee shall pay to the Executive Board the amount(s) of all unpaid charges of Assessments. The amounts of unpaid charges or Assessments paid to the Executive Board by the lessee after the nonpayment by the Owner shall be credited against and shall offset the next monthly rental installment due to the Owner from the lessee following the payment by the lessee of the charges or Assessments to the Executive Board. In no event shall the lessee be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written below.

TENANT(S):

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Date: _____

Signature: _____

LANDLORD:

Print Name: _____

Date: _____

Signature: _____

APPROVAL BY ASSOCIATION:

Date: _____

VIII. Responsibility Chart

CURRENT BROOKSTONE CONDOMINIUM RESPONSIBILITY CHART

KEY		
C/A	=	Brookstone Community Association
CONDO	=	Brookstone Condominium Association
CE	=	Common Element - Owned equally by all Unit Owners of the Condominium
CF	=	Community Facilities - Owned by the Community Association
LCE	=	Limited Common Elements - Owned by all Unit Owners; use, access, or benefit is limited to one Unit Owner
LCF	=	Limited Common Facility - owned by the Community Association; use, access, or benefit is limited to one Unit Owner
U	=	Unit - Owned by one or more owners, a dwelling

**COMPONENT
(all components
are not featured
in all Units)**

	<u>TYPE</u>	<u>COMMUNITY ASSOCIATION RESPONSIBILITY</u>	<u>UNIT OWNER RESPONSIBILITY</u>
Roof (Asphalt <u>Shingles</u>) Flashing	CE	Repair Replacement	None
Skylights	U	None	Repair Replacement (with Board approval)
Slab	CE	Repair Replacement	None
Building Foundation	CF	Repair Replacement	None
Interior Components Everything inside “exterior surface side”	U	None	Repair Maintenance Replacement
Plumbing and electrical if services one Unit, regardless of location	U	None	Repair Maintenance Replacement
HVAC Units (even if located outside Unit)	U	None	Repair Maintenance Replacement (with Board approval)

COMPONENT (all components are not featured in all Units)	<u>TYPE</u>	<u>COMMUNITY ASSOCIATION RESPONSIBILITY</u>	<u>UNIT OWNER RESPONSIBILITY</u>
Pads Supporting HVAC Units	U	None	Replacement (with Board approval)
Hot Water Heater	U	None	Maintenance Repair Replacement ²
Exterior entrance lighting, controlled inside Unit	U	None	Repair Maintenance Electricity Replacement (with Board approval)
House numbers and plaques (above front door and garage)	LCE	None	Maintenance Repair Replacement (with Board approval)
Sidewalks from driveways to Unit entrances	LCF	Snow Clearing Replacement Repair	Cleaning Ice Melting
Driveways	LCF	Repair Replacement Snow Clearing	Cleaning Ice Melting
Privacy fencing	LCF	Repair Replacement Repainting	None
Landscape Material- Owner installed in pots	U	None	Maintenance Trimming/Pruning Replacement

² A Township permit is necessary. A copy of the Township permit must be provided to the Association's Management Company prior to replacement or as soon as is practicable after replacement in the event of an emergency.

COMPONENT (all components are not featured in all Units)	<u>TYPE</u>	<u>COMMUNITY ASSOCIATION RESPONSIBILITY</u>	<u>UNIT OWNER RESPONSIBILITY</u>
Landscape material on the property including turf, planted beds, shrubs, trees	CF	Maintenance Mulching Trimming/Pruning Limited Replacement	Watering (if near Unit) Replacement (with Board approval)
Sidewalks, walkways (concrete) which do not lead to individual Unit entrances	CF	Repair Replacement Snow Clearing Ice Melting	None
Curbing, storm drains (concrete)	CF	Repair Eventual Replacement	None
Gutters Downspouts Splash Blocks	CE	Repair Maintenance Replacement	None
Exterior siding, trim, surrounds (vinyl)	CE	Repair Eventual Replacement	None
Soffits, fascia, base board, trim (aluminum)	CE	Repair Eventual Replacement	None
Chimney exteriors (vinyl)	CE	Maintenance Eventual Replacement	None
Chimney Flues	LCE	None	Cleaning Repair Maintenance
Fireplaces, hearths	U	None	Repair
Windows Window Glass Sliding glass doors	U	None	Cleaning Repair Replacement (with Board approval)
Front Entrance Door Garage Door Patio or Balcony Door	U	Repainting	Repair Replacement (with Board approval)

COMPONENT (all components are not featured in all Units)	<u>TYPE</u>	<u>COMMUNITY ASSOCIATION RESPONSIBILITY</u>	<u>UNIT OWNER RESPONSIBILITY</u>
Locks, hinges or other hardware on windows/doors, garage door mechanicals	U	None	Repair Replacement
Balcony/deck flooring, railings (pressure treated lumber)	LCE	Replacement Repair Sealing	Cleaning Snow Clearing Ice Melting
Patio (concrete)	LCF	Replacement Repair	Cleaning Snow Clearing Ice melting
Porch entrance, landing	LCF	Replacement Repair	Cleaning Snow Clearing Ice Melting
Interior entrance, stairways to upper homes	U	None	Repair Maintenance Replacement
Dryer Vents	U	None	Maintenance Cleaning (every 2 years) Repair
Parking spaces and lots, courtyards, cul-de-sacs and the main street connecting these with the entrance to Township Line Road	CF	Repair Resurfacing Snow Clearing Ice melting	None
Lighting around parking areas and along Interior street	CF	Electricity Repair Maintenance Replacement	None

COMPONENT (all components are not featured in all Units)	<u>TYPE</u>	<u>COMMUNITY ASSOCIATION RESPONSIBILITY</u>	<u>UNIT OWNER RESPONSIBILITY</u>
Recreation clubhouse, pool, tennis courts, basketball court	CF	Operation Repair Maintenance Replacement	None
Bike Path	T ³	None	None

³ Maintained and repaired by Lower Makefield Township