

BETHEL GRANT HOMEOWNERS ASSOCIATION
POLICY RESOLUTION #9
RULES AND REGULATIONS

WHEREAS, Article IV (a) of the Code of Regulations establishes that the council shall manage the operation of the Property on behalf of the unit owner; and

WHEREAS, Article IV section a (5) of the Code of Regulations provides for the Council to establish, promulgate, amend, repeal, and enforce rules for the fair and equitable use and enjoyment of the common Elements; and

WHEREAS, the Council of Bethel Grant Condominiums wishes to set up a routine and orderly enforcement of the rules and regulations;

The Pennsylvania Uniform Condominium Act, its amendments, the Bethel Grant Declaration of Condominium, its amendments, the Bethel Grant Code of Regulations and all Bethel Grant Policy Resolutions not addressed in this document are to be included by reference.

BE IT THEREFORE RESOLVED:

These Rules and Regulations, dated this 1st day of March, 2016, supersede all previous Rules and Regulations and Policy Resolutions adopted and signed prior to this date.

A. GENERAL RULES:

1. Residents must fill out survey sheets annually, or when requested by Council. It is mandatory that survey sheets be returned to the Association office promptly. The purpose of survey sheets is to determine the number of occupants in a unit (including pets), in the event of an emergency. It

is the Resident's responsibility to inform Council of any changes in household occupancy and/or changes of vehicle(s). Failure to comply with this requirement will result in loss of Resident privileges including swimming pool, clubhouse rental, etc.

2. Unit Owners are responsible for all actions of their lessees, children, guests, business invitees or pets. Any fines arising from any infractions of these rules by lessees, guests, or business invitees will be chargeable to the unit owner. Any damage incurred to the common element by a lessee or their child, guest, or business invitee will be corrected by the Association and billed to the Unit Owner.
3. Trees, flowerbeds, and shrubs are the common property of all Unit Owners and may not be moved, or tampered with in any way including climbing, bending limbs, hitting trunks or limbs, climbing of any fences in any area of the property is prohibited.
4. Annuals, perennials, small shrubs, or evergreens may be planted within three (3) feet of the edge of the unit, provided they are well maintained by the resident. Vegetable and fruit plants in the ground are prohibited.
5. While all the Common elements are available to all residents and their guests, care must be taken to not create disturbances close to any unit. A daily curfew, regarding the grass and recreational areas, from 10:00 P.M. to 6:00 A.M. must be observed by all residents or their guests during which period common element access is restricted to roadways and sidewalks.

6. Only portable/temporary outdoor clothes dryers are permitted. They must be taken down and stored indoors before dusk, or when not in use. Also they are not permitted on lawn maintenance days (for current information, check bulletin board at mail center). No clothes, towels, etc., are permitted to be draped over shrubs, trees, railings, chairs, or out of windows, etc.
7. Unused lawn furniture, play equipment, or other items must not be left on the lawn area or in front of units.
8. Garden hoses must be neatly coiled on the ground within three feet of hose bib/spigot and not on lawn areas. Hose hangers must not be attached to building exteriors. Damage to hoses not properly stored is the responsibility of the Resident.
9. Any changes or modifications to the structure or appearance of the exterior of the units, including garden beds, require prior permission from the Council and Management. Submit a plan in writing with drawings or pictures indicating the location of proposed changes.
10. Window coverings/shades, curtains must be attractive and not of the type or condition that would have the appearance of bed linen or sheets as a type of window covering, shade or curtain.
11. Additional Rules concerning Bulk Trash and Storage Container Units. Owners must request permission from the Association prior to delivery of trash dumpsters or storage containers. The Association will allow five (5) calendar days for the unit to be set at the community. The unit must fit within a parking space directly in front of the unit being serviced and may not extend past

parking space lines or into the drive areas. Any trash container must be covered at night with a tarp.

12. All units must be placed on wood planks to assure no damage is done to the asphalt of the parking lot by the unit. Any damage caused by the unit will be repaired at the unit owners' expense. Should owner not receive permission for installation or extend beyond five (5) days, there will be a \$50.00 per day fine imposed.

13. EXTERIOR VISIBILITY/MODIFICATION

a. LAWN / GARDEN BORDERS (Needs Prior Approval):

1. Stone scallop border in sandstone or gray.
2. Plastic, flat, up to 6" high.

b. SHRUB BORDERS (Needs Prior Approval):

- 1.. Approved type only (landscape plan must be submitted with exterior modification request).

c. RETAINER WALLS (Needs Prior Approval):

1. Interlock type.
2. Sandstone color.

d. FLAGS, BANNERS, WINDSOCKS (Needs Prior Approval):

1. Maximum one flagpole/holder per unit,(prior approval required)..
2. Any damage to common or personal property is owners responsibility.

e. SIGNS, FIGURINES, GARDEN ORNAMENTS, ETC. (Needs Prior Approval):

1. Requires prior approval.
2. Political signs and for sale signs are not permitted in any place visible on or from the exterior.
3. No Unit Owner or occupant may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside the Unit without the prior written permission of the Council.

f. HANGING PLANTS:

1. On deck only.
2. Maximum of four per unit.

g. WINDOW BOXES:

1. On metal railings.
2. Suspended off of deck (not mechanically fastened).

h. PATIO LIGHTING:

1. Temporary only.
2. No permanent mounts.

i. LAWN LIGHTING:

1. Solar powered only. (No wires allowed of any kind.)
2. Seasonal.

j. BIRD FEEDERS:

1. In an area that does not interfere with lawn or garden care.
2. On shepherd crook pole only.

k. BIRD BATHS:

1. In garden only.
2. Must be moved prior to mulching / garden care.

B. COMPLIANCE PROCEDURES:

1. Complaints regarding infractions of these Rules and Regulations must be received in writing at the

Association manager's office or via email to community@bethelgrant.com. The written complaint must provide sufficient detail to allow council to take action. Whenever possible, confidentiality shall be maintained. A violation noted by a member of Council or the association manager during a "walk-through evaluation" of the property will be considered a written complaint for these purposes.

2. A warning letter will be sent to the Unit Owner describing the violation and, if appropriate, a date by which the violation(s) must be corrected. A copy of the applicable Rules and Regulations will be included with the warning letter.

3. The Unit Owner and/or violator have an opportunity for a hearing with the board within thirty (30) days of the date of the notice. Such requests must be submitted in writing to Council. The Board's decision will be final.

4. **LATE FEE:** Any late fee not paid within 30 days of the mailing of such notice to the Unit Owner that a late fee has been posted to the Unit Owner's account will be assessed a continuing late fee of \$1.00 per day from the date of the notice until such time as all late fees are paid in full. Owner will be notified monthly of any outstanding balance due the Association (Rule adopted 03/19/85, Revised 10/27/04, Revised 09/24/09).

FINES:

If a fine is levied against a Unit Owner, and the Unit Owner does not appeal or pay the fine within 30 days of the mailing of the notice to the Unit Owner that the fine has been levied, then a continuing day-to-day fine in an amount of not less than \$1.00 per day will be levied from the 31st day

until such time as the entire fine, including the continuing day-to-day fine, is paid in full. Upon written notice to the Owner, the Board may levy the continuing day-to-day fine in a higher amount consistent with the severity of the violation. Owner will be notified monthly of any outstanding fine balance due the Association (Rule adopted 09/24/06).

APPLICATION OF PAYMENTS:

Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred by the Association in collection of enforcement, then to delinquent Assessment, notwithstanding any restrictive endorsement, designation of instruction placed on or accompanying a payment and then to any fines (Per HO #1331-03 11/18/04).

5. **GENERAL FINES:** To enforce Rules & Regulations, owners will receive two (2) notices. After the second notice, a fine of \$30.00 per occurrence will be imposed. If the owner does not have an occurrence after six (6) months of the second notice, for the same infraction, the owner would receive one notice again before a fine is imposed.

6. **DOG FINES:** Owners will receive one (1) notice, then owners will be fined \$50.00 per occurrence for standard pet violations. Pet waste fines assessed as follows: \$100.00 first violation; \$500.00 second violation; \$1,000.00 third and all subsequent violations.

7. **VEHICLE FINES:** Owners will receive one (1) notice and then owners will be fined \$50.00 per occurrence for vehicle violations to the Rules & Regulations.

8. Continued violations of the same Rule or Regulation will result in additional and increasingly severe fines to the Unit Owner with the same appeal hearing provisions. Fines doubling per occurrence up to a maximum of \$100.00 per occurrence.

9. For the purposes of these Rules and Regulations, multiple violations by a Unit Owner, his/her lessee, children, guests, or business invitees will be considered as being against the Unit Owner.

10. Unpaid fines will be placed on the assessment account and will be collectible by all legal methods available to Council including, but not limited to, loss of voting privileges.

C. BUILDINGS:

1. Any modification to the exterior of any unit or the surrounding area must be submitted to the Council, with a detailed explanation of the modification(s), for their approval.

2. The Council will review the proposed modification plans at the next regularly scheduled meeting. The Council will notify the applicant in writing within ten (10) days thereafter of their decision to approve or disapprove the modification plan.

3. Council has the right to remove any unauthorized modification at the Unit Owner's expense. Council further has the right to remove modifications, which have not been adequately maintained, at the Unit Owner's expense.

4. Unit Owners shall be responsible for the painting of all exterior doors and windows (including storm

doors). They must be the same color as the trim on the building and be kept in good condition.

5. No projecting objects such as, but not limited to, window air conditioning units or antennas are to be placed on the exterior of the building.
6. Residents are responsible for keeping their building exteriors including deck and patio areas neat and clean. Inappropriate and/or dangerous items (as determined by the board or per insurance requirement) are not permitted.
7. No fences or dividers will be permitted.

D. ALTERATION POLICY - ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO UNITS:

The purpose of these guidelines is the preservation and enhancement of the integrity, value and beauty of the Bethel Grant Condominium Association. The following are intended to both conform to and accommodate special desires and needs of the Bethel Grant Condominium Association, while at the same time strive to maintain the architectural consistency and topographical harmony and uniformity originally intended.

As we do recognize that individual tastes and styles may change or slightly deviate from the original intended personality and character of the community, there is a need for the Board to establish uniform, guidelines and enforcement policies to implement architectural and Property use restrictions for Owners.

I. GENERAL RESTRICTIONS:

1.01 No Unit Owner shall make or permit any changes in the Unit or upon the COMMON ELEMENTS, which adversely affects the structural integrity of the Property.

1.02 No Unit Owner may connect any machine, appliance, accessory or equipment to the heating, plumbing or electrical systems (e.g. permanent/semi-permanent generators) without the prior written township approval submitted to the board.

1.03 No Unit Owner shall install, remove, reconstruct or repair any electric lighting, power circuit, electric outlet or internal device intended in such outlet box, or any item of heating or air condition equipment, any of which is located outside an interior partition of a Unit, unless application has been made to and written approval has been received from the Board.

1.04 Any work requiring board approval must be performed by a licensed contractor meeting the requirements specified in these Rules & Regulations and any other requirements that the board or its manager may deem appropriate.

1.05 All requests for improvements, modifications, addition or alteration that affect unit exterior or common ground must include the following:

- a. Written request for alterations
- b. Pictures or drawings of proposed item/items (e.g. window or door type and design)
- c. Written plan of exterior work if applicable (e.g. garden, patio, etc.)
- d. Certificate of insurance from contractor
- e. Addendum agreement or Special Easement Agreement as applicable

Forms for repair/alterations are available at the Association Web Site, www.bethelgrant.com.

II. EXECUTIVE BOARD REVIEW PROCEDURES:

The Board shall review a Request for Alterations for all applications and shall include:

2.01 Detailed plans in sufficient detail to adequately and fully disclose the proposed alteration. Application for permits shall be made by the Unit Owner at the Expense of the Unit Owner.

2.02 A statement by the Unit Owner agreeing to expeditiously complete such alteration in accordance with the plans and specifications which have been approved by the Board and agreeing to pay the full cost of performing all such alterations.

2.03 The Board may require a statement prepared at the Owner's expense from a qualified licensed professional that the proposed alterations will not adversely affect the integrity of the existing plumbing, HVAC, electrical or structural systems.

2.04 The Board shall act upon a request for such consent in writing.

a) **"APPROVED"** meaning the Board has no major objection to the Proposal and construction may proceed as planned.

b) **"APPROVED AND NOTED"** meaning the Board has no major objection but that revisions are approved. No construction may begin until revisions are approved.

c) **"DISAPPROVED -RESUBMIT"** meaning there are either major items missing from the Request or violations of the Policy. No construction may begin until the request has been resubmitted and approved.

d) Any work approved by the Board of Directors must be completed within ninety (90) days of the approval date as transmitted to the Homeowner. If work is not completed within ninety (90) days of approval, the

Homeowner must resubmit the request and the Board of Directors must re-approve the Owners request.

III. CONTRACTOR REQUIREMENTS

Contractors engaged to perform work on approved Requests for Alterations shall:

3.01 Furnish the Association before commencing work with certification of insurance from his insurance carrier specifying the following coverage:

a) Workman's Compensation Policy -Statutory Limits

b) Comprehensive General Liability \$ 1,000,000 covering:

Bodily Injury/Property Damage

Personal Injury

Products/Completed Operations

Board From Property Damage

c) Auto Liability

Bodily Injury/Property Damage \$ 500,000.00

3.02 Agree to be indemnify and save harmless the Association and its Management Agent against loss or expense by reason of liability imposed by laws upon the Association and its Management Agent for damages because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, and injury to or destruction of Property caused by accident, due to any act or omission of the Contractor.

3.03 Agree to be responsible for loss or damage to material, tools, or appliances of the Contractor to be used in the construction, caused by water, wind, acts of God, theft or other cause. The Association shall not be responsible for any loss or damage to plans and/or tools or equipment of the Contractor through fire or lightning or any other cause. Contractor shall be responsible for loss or damage due to

his employees or suppliers damaging the work of the Contractor or their contractors, sub-contractors or suppliers.

3.04 Agree to abide by the Declaration of Covenants and Restriction and Regulations of Bethel Grant HOA, the Rules of the Association and such other requirements made applicable to the specific alteration or alterations.

IV. MUNICIPAL AND TOWNSHIP APPROVALS

The Township has its own regulations that may require permits. Certain request may be subject to regulation/permit. Approval of any project by the Board does not waive the necessity of obtaining the required township permits. Obtaining a township permit does not waive the need for Board approval. The Board will not knowingly approve a project that is in violation of the Township Building or Zoning Codes.

E. EXTERIOR WINDOWS, SCREEN DOORS, WINDOWS AND TRIM REPLACEMENT:

Replacement of Windows:

Windows being replaced may be either white or brown. If windows are to be replaced in the front or rear of the Unit then all windows, inclusive of sliding doors, on that side must either be replaced with the same color windows or painted to match.

Front and Back Doors:

Replacement of front and back doors may only be of the following approved "paint" colors:

- Finnaren & Haley "JamesTown Red"
- MAB "Bootmaker Brown" MAB 2472

** Paint manufacturer Finnaren & Haley, MAB or equivalent

Screen doors, front and rear, must be brown or white.

F. PATIO ADDENDUM TO SPECIAL EASEMENT AGREEMENT:

The township has given zoning approval for patios at Bethel Grant. In addition to any requirements set forth by the township, the following rules apply:

1. The total size of any patio addition will not exceed 96 square feet (concrete or brick). Examples: 8' X 12", 5' X 19', 4' X 24', etc.
2. The unit owner must have plans approved by Bethel Grant Council.
3. The unit owner must request a permit from Worcester Township office for the plans after receiving Council approval.
4. The unit owner must sign a limited domain letter.
5. Council must have a copy of contractor's and subcontractor's insurance.
6. Concrete trucks and any other vehicles are not permitted on the lawn area.
7. The unit owner, or authorized agent, must contact all utility and service companies, i.e., PECO, Comcast, etc., for marking of underground cables, conduit, or piping.
8. Any damage to TV cable, electric lines, drainage pipe, sewer pipe, water lines or any other utility's service lines or equipment, or to Bethel Grant's common element is the sole financial responsibility of the unit owner.
9. All drainage pipes under patios must be schedule 40 or better. If the existing pipe is not schedule 40

or better, it must be replaced at the owner's expense.

10. The unit owner is responsible for all repairs to lawn area.
11. The unit owner may, at his/her own expense, have plantings around the finished patios. Plantings must be approved by Council and be maintained by the unit owner at a height of less than 4 feet.

G. BRICK PAVER PATIO SPECIFICATIONS:

1. Excavate to a depth of 7" (to align horizontal plane of pavers with patio plane as necessary).
2. Compact soil after excavation.
3. Install 2" of "modified stone" and compact.
4. Install additional 2" of modified stone and compact.
5. Install 1" of sand (concrete sand) over modified stone and level.
6. For edge of patio area that are not against a permanent structure.
 - a. Install a barrier edge (plastic or other approved material) fastened in the ground with stake spikes 8" in length and every 18" apart.
7. Install patio pavers (W3 15/16", L7 7/8", H2 3/8"), Color approval by Board.
8. Broom to fill joints with sand.

9. Compact pavers with at least two passes of compacting machine.

10. Where Owners' able, brick may be installed on existing concrete patio at Owner's expense. Subject to feasibility and approval of this option by Board of Directors in the architectural request
11. Patios must be installed by a licensed and insured contractor.

H. CABLE TV INSTALLATION:

The following is the allowed specifications for installation of Cable Television wiring at Bethel Grant.

1. All cables must enter the Unit from the rear.
2. All cabling must be run in to the basement behind the H.V.A.C. unit.
3. All cabling must be fished through the inside of the Unit.
4. There is no exception, which would allow cabling to be run on the outside face of the building.

I. SATELLITE DISH:

1. No sending or receiving dish which is visible from the exterior of the unit without prior written consent of BGHA.
2. All approved dishes will be 1 meter or less in diameter.
3. Top of all installed dishes will be no higher than 4 feet.

4. All cables or wires attached to an installed dish will be buried. No cables are permitted to be exposed on the exterior of the building.
5. Dish must be painted to match stucco color.
6. Dish must be installed on post / (not attached to Building or Decks) with shrubbery to hide post.
7. Any deviation to the items 1, 2, 3, 4, 5, or 6 must be specifically approved by the Board.
8. Satellite dishes must be removed upon the following occurrence: Owner moves from the Unit or satellite dish is no longer in use.

J. RADON POLICY:

1. Radon systems must be installed in proximity to the Unit air-conditioner system at the rear of the Unit.
2. The units fan system must be installed as close to ground level as possible and be painted to approximate the building exterior color.
3. The vent pipe for the Unit must match the color of the building rain gutters and downspouts.

K. VEHICLES:

1. All resident vehicles must display a valid Bethel Grant Parking Tag.
2. Drivers must observe all stop signs and the 10-mile per hour speed limit.

3. Marked spaces are for designated units only. All vehicles are to be parked in the lined spaces or along non-painted curbs. Painted curb areas must be kept free for fire lanes. Violators are subject to being towed at the vehicle owner's expense and/or fined.
4. If the number of vehicles of a unit exceeds available unmarked spaces in front of or adjacent to that unit, the excess vehicles must be parked in overflow parking spaces away from the front of any units. Overnight parking for guests is permitted around the Clubhouse and other areas not directly in front of Unit Owner's homes.
5. Vehicles, which cannot be parked within the confines of the lines of one (1) parking space or which have more than four (4) wheels are prohibited. In addition, parked vehicles may not obstruct the vision of other parked or moving vehicles.
6. Commercial vehicles, recreational vehicles or trailers of any kind (utility, boat, house, etc.) will not be permitted to be parked overnight on the property without prior permission from council.
7. Vehicle accessories and/or other items which protrude beyond the bumpers are not permitted (e.g. ladders, trailer hitches, plows, etc.)
8. A vehicle that is not in compliance with State Law (such as, but not limited to, jagged edges that extended from the main body) is prohibited on the property. All vehicles must be properly inspected and registered.
9. All abandoned vehicles will be stickered and be towed within 48 hours. Vehicles parked in front of

any unit without Bethel Grant Parking tags are considered abandoned. All towing and storage fees incurred by this procedure shall be the expense of the vehicle owner.

10. Bicycles, motorcycles, and all other motorized vehicles are prohibited from being used or parked on the lawn area.
11. No on-site repairs to vehicles after dark will be permitted. Also, a four (4) hour limit to vehicle repairs during daylight hours will be enforced.
12. Lubricants and other fluids, which spill on pavement, will be the responsibility of the Unit Owner to clean up immediately upon discovery. Any damage to pavement caused by vehicles shall be repaired at Unit Owner's expense.
13. Any vehicle, which leaks fluids, shall be repaired upon receipt of a notification letter from council. Failure to comply within five (5) days shall result in enforcement action.

L. FIREWOOD:

1. No more than one (1) cord of firewood may be stored at any time by any Resident. In making a quantity purchase, residents should arrange for periodic delivery in order to abide by this limitation.
2. Firewood must be stacked neatly and securely off the ground in such a way and place so as not to interfere with the rights or privileges of adjacent residents, and should not extend into the common element more than three (3) feet.

3. A six (6) inch clearance must be kept between firewood and any structure, and the ground. Insect infested or decaying firewood will be removed at the Unit Owner's expense.
4. Driving on lawn areas for the purpose of delivering or unloading firewood (or for any other reason) is prohibited.
5. Hot embers and ashes must be stored in covered metal containers until cool.

M. PROPANE GRILLS:

Charcoal grills are prohibited within the Bethel Grant Community. Only Propane Fired Grills are permitted. When using Propane Grills they must be Five (5) Feet from the Building and not ignited where there is a Porch above. If a charcoal grill is found in the community the owner will receive a warning notice and if said Grill is not removed within one week, there will be a fine of \$30.00 per week until such time said grill is removed

N. TRASH:

1. Trash cans and recycling bins are to be stored at rear of unit or out of view from the curb in front of the entrance door to that unit
2. All trash and recycling containers must have unit number clearly labeled, painted or marked.
3. Trash is permitted to be stored outdoors only in covered cans.
4. Trash is permitted to be placed at curbside in tied plastic bags the morning of pickup or covered cans after dusk the night before trash pickups. Persistent issues with trash at a particular unit or

units may result in mandatory storage and/or placement at curb in covered cans only.

5. All trash and recycling containers must be removed and properly stored by dusk the evening of trash pickup.
6. Residents are responsible for picking up any remaining trash in their areas that might have been left by the trash removal contractor within 24 hours.
7. **Furniture, appliances, or other large items will not be picked up in the normal trash removal process. Arrangements may be made with the trash removal contractor to have the items removed at the resident's expense.** The contractor's name and phone number is posted on the bulletin board at the mail center and Bethel Grant Web Page www.bethelgrant.com.
8. Only residential trash only is to be disposed of at Bethel Grant. Trash from third parties or brought on site from non-Bethel Grant homes, is not allowed. An example is "construction debris from off community construction".
9. Certain items are not permitted by law to be disposed of as regular trash and must be sent to an appropriate disposal/recycling facility by the resident. These items include tires, refrigerators, TVs, computers and other electronics.

O. SEASONAL LIGHTING:

1. Two weeks before and after each holiday.
2. Christmas lights allowed from Thanksgiving Day to two weeks after Christmas.

3. Seasonal lighting and decorations may not be placed more than 3 feet from the building. This includes along sidewalks, railings and trees, which are more than 3 feet from the building.

P. PETS:

1. Only ordinary household pets are allowed on the property.
2. Pets, when on the common Element, must be attended and carried or led on a leash.
3. Leashes, chains, ropes, etc., attached to buildings or other objects or semi-stationary objects are not permitted.
4. Pets may not be allowed to disturb neighbors by loud or continued noises, barking, etc.
5. Residents must pick up and dispose of their pets' solid wastes immediately. Any accumulations of pet solid waste noted around or near any particular unit shall be considered the responsibility of that particular Unit Owner.
6. Pet waste shall be disposed in private receptacles only. Pet waste is not permitted in public trash cans at the mail center, playground, clubhouse or any other location.
7. Unit Owners are responsible for any property damage, injury, or disturbance their pet or their lessee's pet might cause or inflict. Unit Owners will be held responsible for any such violations and restoration costs will be at the Unit Owner's expense.

8. No pets are allowed on or in common recreation areas such as the swimming pool, clubhouse, and children's playground.

11. There shall be no throwing of objects, balls, etc., or persons in the pool or pool area.

12. The Association is not responsible for articles brought to or left in the pool area.

Q. SWIMMING POOL REGULATIONS:

13. No child under the age of 14 shall be allowed in the pool area unless a responsible person, age 18 or older, who has a valid pool tag, accompanies them at all times. Children ages under the age of 14 must be accompanied by a responsible party above the age of 18.

1. The Lifeguard is responsible for all traffic and safety rules of the swimming area as set by the Bethel Grant Homeowners Association, and has full authority to enforce these pool regulations.

14. Persons wearing anything other than ordinary swimming attire (i.e. cutoffs, etc.) will not be permitted in the pool. Plastic pants are required for babies wearing diapers.

2. No person is allowed in the pool area when the lifeguard is not on duty.

15. People with open sores, cuts, skin disorders, Band-Aids, hair rollers, hairpins, barrettes, or jewelry will not be allowed in the pools.

3. No person is allowed in the pool area without a valid pool tag. Every person must sign-in when arriving at the pool area.

16. Swimming aides are permitted in the pools only if the wearer is accompanied by a responsible adult.

4. No pets or other animals are allowed in the pool area.

17. Damage to the pool area will result in the cost of repairs being assessed to the Unit Owner responsible.

5. No bicycles or other method of conveyance (i.e. skateboards, etc.) are allowed in the pool area.

18. Chairs and tables may not be reserved by anyone leaving the pool area.

6. No food is allowed in the pool area, except in the designated table area. All trash must be disposed of in the proper containers.

19. Lost pool passes will be replaced at a cost of \$5.00 per pass.

7. Smoking is permitted only if smokers bring and use the own, non-breakable ashtray.

20. Transfer or loan of pool pass is prohibited.

8. Loud or obnoxious behavior and/or foul language are grounds for expulsion from the pool area for an entire day.

21. No glass articles of any kind are allowed in the pool area.

9. Running, excessive noise, or rowdiness is not permitted in the pool area.

22. No alcoholic beverages are permitted to be consumed or carried into the pool area at any time.

10. No one shall play musical instruments, radios, televisions or any other instrument in a manner that is disturbing to others.

23. Pool Mgt. or its lifeguard has the authority to close the pool at any time if, in his opinion it is necessary for the safety or well-being of the residents due to inclement weather or other appropriate reasons.

24. Each unit is allowed four guest passes per day. All guests must be accompanied by and registered by a sponsoring member at all times. It is the responsibility of the sponsoring member to see that the guest(s) adhere to all the rules and regulations of the pool.

25. All persons use the pool facility at their own risk.

26. All injuries and accidents must be reported to the lifeguard immediately.

R. RECREATION:

1. All recreation areas should be used only for activities in accordance with their original design and intent and at noise levels so as to not disturb the surrounding neighbors.

2. Playground hours are dawn to dusk but not earlier than 6:00 AM or later than 10:00 PM

3. All recreation areas including the children's playground are the common property of all the Unit Owners and any damage done to them by any individual resident or guest will be the sole responsibility of the Unit Owner.

S. CLUBHOUSE:

1. The clubhouse may be rented to Unit Owners or lessees for family related functions if unit fees and fines are paid in full by the day of rental.

2. Applications for Clubhouse use must be received by Council at least fifteen (15) days prior to the planned event. The current Clubhouse Rental Agreement contains the rental fees and applicable rules and regulations.

3. The Clubhouse may be used free of charge for any Council approved Bethel Grant community related activity. Council shall designate adequate publicity and notification of such community events.

T. SNOW POLICY:

1. No plowing under 3" unless snow has stopped.

2. No shoveling of walks and entrances under 2".

3. Autos not moved at time Contractor plows an area, will not be plowed.

4. ICE STORMS:

- Contractor will salt car way and unit walks / entrances when storm is over.

- Parking areas will be salted to the extent car spaces are empty.

5. Do not use any salt product on concrete walkways. Only use calcium base product. Salt products will adversely affect concrete.

U. LEASING RULES:

1. Units may be rented subject to the provisions of these Rules & Regulations.

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

3. All adult persons who occupy a Unit under a lease must be parties to the lease.
4. Upon entering into a new lease for a Unit, the Owner must deliver a complete copy of the signed lease to the Association's management office.
5. Upon entering into a new lease for a Unit, the Owner must deliver a complete lease addendum in the form prepared by the Association and attached to these Rules & Regulations as Exhibit "A," bearing the original signatures of the Owner and the tenant, or tenants, whose names appear on the lease, to the Association's management office.
6. At no time may more than fifteen (15%) percent of the total number of Units, or such lower number as may be required by any mortgage market source, including by way of example, but not by way of limitation FNMA, be leased, rented, licensed, or let (collectively referred herein to as "leased").
7. To ensure that the fifteen (15%) percent limitation on leased Units is not exceeded, all Owners who wish to lease their Units must first send a written request to the Council advising the Association that the Owner would like to be able to rent their Unit, the notice should be sent to the Council in care of the Association's manager at the following address:

Bethel Grant Condominium Association
C/O Reese Management Company
PO Box 62226
Valley Forge, PA 19406
8. Upon receiving a written request from an Owner, the Council shall, within 15 business days, notify the Owner if the fifteen (15%) percent lease

limitation, set forth in Rule 7 above, has been met in the Condominium, and if the leasing limit has been reached, the Council will advise the Owner that the Owner will be placed on a wait list to await the conversion of a rental unit to a residential unit so the Owner may rent his or her Unit.

9. Upon sale of a leased unit, the right to lease that unit will terminate. The new owner may request leasing rights as per Rule 8 above and subject to the limitations in Rule 7 and 9. If leasing rights are terminated due to sale of property, the current lessee, at the new owner's option, may complete the term of the current lease (not to exceed one year).
10. The fifteen (15%) percent leasing limitation stated in Rule 7 above shall not apply to the following:
 - (ii) An Owner suffering from a financial or personal hardship that renders the Owner unable to reside in his/her Unit may apply to the Council to lease the Unit even if the limitation referred to in Rule 7 above has been met. In such situations, the Council, in its sole discretion, may permit the Owner to lease his/her Unit.
 - (iv) Units occupied by an immediate family member of an Owner shall not be considered rental units for purposes of application of rule 7 only, but shall remain subject to the balance of these Leasing Rules, including, without limitation, Rules 22 and 23.

11. Upon entering into a lease for a Unit, and delivering a copy of the lease for the Unit to the Association's management office, the Owner must pay the Association a fee of \$60.00, or such other amount as may from time-to-time be determined by the Board, as a fee to defray the costs incurred to set up a leasing file and create Association records regarding the lease and the new contacts and mailing addresses.
12. Each Owner who rents his or her Unit will continue to bear the obligation to perform all of the obligations and duties of an Owner under the Declaration and Rules & Regulations throughout the term of the lease.
13. An Owner who rents his or her Unit must continue to make prompt and full payment of all Assessments, charges, expenses and fees levied against the Owner's Unit, including all fines levied during the term of the lease for breaches of the Declaration and Rules & Regulations.
14. Each Owner who rents his or her Unit must bear the obligations and duties to require and to enforce his or her tenant's prompt and full compliance with the provisions of the Declaration and Rules & Regulations, to cure his or her tenant's breaches of the Declaration and Rules & Regulations, and to perform any repairs or replacements which may become necessary because of the tenant's breaches of the Declaration and Rules & Regulations.
15. In the event of a violation of these Leasing Rules, the Association shall issue a written Violation Notice to the Owner via first-class mail directed to the Unit. The Violation Notice shall identify the

alleged violation and provide the Unit Owner with an opportunity to be heard in connection with the alleged violation.

16. Any hearing requested by an Owner pursuant to a Violation Notice shall heard by the Board, or by a member of the Board appointed to act as a hearing officer, and scheduled within thirty (30) days of the date of the Violation Notice. Failure to request a timely hearing will be deemed an admission of the alleged violation.
17. If the Owner fails to timely request a hearing, or following a hearing, the Board determines that the Owner is in violation of these Leasing Rules, the Board may levy a continuing fine, in an amount not in excess of \$10.00 per day, against the Unit, and the fine will continue to accrue until the violation has been cured. Fines levied against the Unit shall be applied to the Unit's assessment account, shall be immediately due and payable, and shall be a lien against the Unit, collectible from the Owner in the same manner as an unpaid assessment.
18. Should it become necessary for the Association to take action itself, or by and through its attorneys, to enforce the Owner's or the tenant's compliance with the Declaration and Rules & Regulations, including, but not limited to, these Leasing Rules, or to cure a breach, or to perform any repairs or replacements on the Unit, Common Elements or Limited Common Elements, then all costs, expenses and fees, including attorneys' fees, incurred by the Association to cure the breach, to obtain access to the Unit to perform any repairs or replacements, and/or to obtain any judgment and/or court order will be levied by the Council as assessments against the Owner's Unit, and will be

a lien on the Owner's Unit, enforceable and collectible from the Owner in the same manner as an unpaid assessment.

19. If any assessments, charges, expenses, fees and/or fines coming due from the Owner during the term of a lease are not paid promptly and in full, then upon ten (10) days written notice from the Association to the Owner and the Owner's tenant by first class mail directed to the Unit, all sums due to the Association from the Owner shall be paid to the Association by the tenant out of the next month's rent, and continuing from month-to-month, to the extent of the monthly or periodic rent due from the tenant to the Owner, until the entire sum due to the Association from the Owner is paid; and the Owner must give the tenant a dollar-for-dollar credit from month-to-month for rent due to the Owner from the tenant for all sums paid by the tenant to the Association.
20. All leases for Units must be for an initial term of not less than one (1) year.
21. No unit is to be sublet or subleased.
22. If, during the term of any lease, an Occupant or tenant who resides in, or routinely occupies the Unit, demonstrates a disregard for the provision of the Association's Governing Documents, and the Council determines it to be in the best interest of the Association to bar the Owner from extending or renewing the term of the lease, or from continuing to lease the Unit, then the Council shall so notify the Owner in writing of that determination, and the Owner shall thereupon be barred from extending or renewing the term of the lease, or continuing said lease in any way in favor of the Occupant or tenant beyond its original term.

23. If, during the term of any lease, the Owner of the Unit demonstrates a disregard for the provisions of the Association's Governing Documents, including, but not limited to failing to require the Owner's tenant to comply with the Governing Documents, and/or failing to maintain the Unit in accordance with the provisions of the Governing Documents, and/or failing to pay assessments or any other charge or expense due to the Association, and the Council determines it to be in the best interests of the Association to bar the Owner from continuing to lease the Unit, then the Council shall so notify the Owner in writing of that determination, and the Owner shall thereupon be barred from renewing or extending said lease beyond its original term, and from leasing the Owner's Unit.
24. The maximum number of tenants/lessees who may occupy any leased Unit will not be greater than the maximum number permitted by any applicable zoning ordinance or regulation of Worcester Township or other governing body.
25. No Unit may be leased for any purpose other than residential purposes.
26. The Owner must rent the entire Unit to the tenant.
27. No lease may contain any term, condition or provision which will operate or be applied in a manner which is contradictory to, or which violates any provision or policy stated in the Declaration and Rules & Regulations, and any such contradictory or violative terms as may be stated or incorporated in a lease, if any, are void as between the Association and the Owner and tenant.

- 28.** Each tenant will bear the obligation throughout the tenant's occupancy of the Unit to require and enforce the compliance of the tenant's family members and all persons residing in the Lot and Unit with the tenant, as well as the tenant's guests, invitees, agents, servants, employees, domestics, tradesmen and contractors with the Declaration and Rules & Regulations.
- 29.** No use or practice shall be done, condoned or permitted by any tenant in any Unit, nor shall anything be kept, used, maintained or stored in any Unit by any tenant which is:
- (i)** A nuisance or a source of undue annoyance to the Owners or Occupants of other Units; or
 - (ii)** An interference with the peaceful possession and proper use of the Properties in accordance with the rights, privileges and easements stated in the Declaration or Rules; or
 - (iii)** A basis for a material increase in the rate of insurance on the Properties beyond that to be anticipated from the conduct of otherwise permitted uses on the Properties; or
 - (iv)** A basis for the cancellation of any insurance policy or policies maintained by the Association; or
 - (v)** A condition or use which jeopardize the health, safety, and/or welfare of the Owners and/or Occupants, or the use, soundness, safety, appearance or value of the Properties; or
 - (vi)** Impair any easement or rights granted under the provisions of the Declaration or Rules.
- 30.** The failure of any Owner or their tenant to promptly comply with these rules regarding leasing will be considered a violation by the Owner these Rules and Regulations.
- 31.** The failure of any Owner or their tenant to promptly and fully comply with the Association's Residential Use and Leasing Rules may result in the levying of fines against an Owner.
- 32.** The failure of any Owner or their tenant to promptly and fully comply with the Association's Residential Use and Leasing Rules may result in the issuance of demands for curative action by the Owner, and/or repair or replacement work to be performed by and at the expense of the Owner, and the imposition of such other sanctions and remedies as may be available to the Association under the Declaration and the Rules and Regulations.
- 33.** The Association reserves the right to immediately pursue such legal or equitable remedies as it may possess in the Courts if any violation of the Declaration or the Rules and Regulations has, or will, result in a threat to health, safety or welfare, or the destruction of any part or portion of the Property.
- 34.** In addition to the remedies available to the Council for violations of the Declaration or these Rules and Regulations, the Council may contact the Worcester Township Police and seek the imposition of criminal sanctions against any Owner, resident or Occupant who commits a violation of these Rules which may also be a

violation of any state or municipal statute or ordinance.

Condominium Act, 68 Pa. C.S.A. 3101, et seq., made retroactively applicable to Bethel Grant; and

The existence and enforcement of these rules shall not give rise to a landlord and tenant relationship between any tenant and the Association; these rules are intended to lie as between the Association and the Owner of the Unit, for the purpose of causing the Owner of the Unit to require the Owner's tenant to act in a responsible manner in throughout the tenant's occupancy of the Unit.

WHEREAS, under and subject to §5721 of the NPC, §700.307(1) of the UPA and Article IV, Section 4 of the Code, the Council of the Association is given the power to exercise all powers held by the Association necessary to carry out the purposes of the Association; and

W. BETHEL GRANT HOMEOWNERS ASSOCIATION POLICY RESOLUTION INSURANCE, INSURANCE DEDUCTIBLE AND RULES

WHEREAS, under and subject to Article 21 of the Declaration, and Article XII §A of the Code, the Owner of each Unit is a member of the Association, and subject to a covenant to comply with the Declaration, the Code and the Rules and Regulations of the Association; and

WHEREAS, the planned residential development located in Worcester Township, Montgomery County, Pennsylvania commonly known as "Bethel Grant" operates and exists under and subject to that certain Declaration of Condominium of Bethel Grant under the Unit Property Act dated October 24, 1977, and recorded in the Office of the Recorders of Deeds of Montgomery County at Book 4251, Page 172, et seq., as amended (the "Declaration"), and that certain Bethel Grant Code of Regulations dated October 24, 1977 and recorded in the Office of the Recorder of Deeds at Book 4251, Page 204, et seq., as amended (the "Code"); and

WHEREAS, Code Article IX, Section A. (1) requires the Association to maintain fire insurance with an extended coverage endorsement, subject to a deductible; and

WHEREAS, Bethel Grant Homeowners Association (the "Association") is organized as a Pennsylvania Non-Profit Corporation under and subject to the Pennsylvania Non-Profit Corporation Law, 15 Pa. C.S.A. §5101 et seq. (the "NPC"); and

WHEREAS, the Declaration and the Code give the Association the duty to make repairs or replacements, but they do not give the Association the power to utilize Association funds to pay the costs of certain repairs where repair or restoration costs are not covered by insurance proceeds; and

WHEREAS, Bethel Grant is also organized as a condominium under and subject to the Pennsylvania Unit Property ACT, 68 Pa. C.S.A. §700.101 et seq. (the "UPA"), and those certain portions of the Pennsylvania Uniform

WHEREAS, a financial circumstances of the Association, and fairness and equity as to all Owners, requires that the Association must recover the costs of repairs which are not covered by insurance, or are not covered because of a deductible, from the Owner, or Owners, of the Units benefited: and

WHEREAS, under and subject to §700.306(3) of the UPA, and §3302(a)(1) of the UCA, as that Section is made retro-actively applicable to the Association, and Article IV, Section A (5) of the Code, the Council is vested with the power to promulgate rules and regulations.

NOW THEREFORE, be it resolved, that the following Rule and Regulation governing the conduct and affairs of the Association in regard to Insurance, Insurance Deductibles and Rules, is hereby adopted by the Council:

1. **FIRE INSURANCE:** The Association shall maintain fire insurance on the Common Elements and Units, including the Insured Fixtures and Improvements as defined in Article II, §B. (2) of the Code insuring against loss by fire, and all risks of direct loss as may be commonly insured against through the attachment of an endorsement for extended coverage to the Association's fire insurance policy, in an amount equal to the full insurable replacement value of the insured property, without deduction for depreciation, subject to a deductible in a reasonable amount, but not in excess of \$10,000.00, to be determined by the Council. The Association will not maintain fire insurance upon improvements, personal property or betterments installed or maintained in any Unit by any Owner, nor by the Owner's tenants, guests, invitees, family members or contractors.
2. **LOSS ADJUSTMENTS:** Pursuant to Code Article IX, §B. (1)(b) any loss or claim covered by the fire insurance, and/or any other insurance policy maintained by the Association, shall be adjusted exclusively with the Association.
3. **INSURANCE PROCEEDS:** All proceeds of insurance policies maintained by the Association on the Units and Common Elements shall be paid to the Association, held by the Association, and disbursed by the Association upon written authorization from the Council, in accordance with the applicable provisions of Declaration to this Rule.

4. **DISBURSEMENT OF INSURANCE PROCEEDS:** Except in the case of a decision not to repair or restore the Common Areas and Units and Improvements in the manner stated in the Code, insurance proceeds held by the Association shall be disbursed first for the repair or restoration of the Common Elements, and then for repair and restoration of the damaged Unit or Units, and Unit Owners and/or lien holders shall not be entitled to receive any part or portion of the proceeds, if any, except as may be determined by the Council in accordance with the relevant provisions of Code Article X, Section C.
5. **SUBMISSION OF CLAIMS:** In the event of any claim or loss to the Common Elements, the Insured Fixtures and Improvements, or any Unit, or to any person or personal property subject to any insurance policy maintained by the Association, the Council shall have sole discretion to determine whether the loss shall be submitted as a claim to the Association's insurance carrier, or carriers, save that all claims in excess of any applicable deductible shall be submitted to the appropriate insurer. All claims shall be made and adjusted exclusively by the Association.
6. **INSURANCE DEDUCTIBLES:** In the event any claim or loss is suffered to any Unit or by any Owner, Owner's tenant, guest, invitee, family member or contractor, or their personal property, which is not covered, or only partially covered, by any insurance policy maintained by the Association, because insurance proceeds are not sufficient to cover the loss or claim, or due to the existence of any deductible provision, then the portion of the claims, loss, damage or injury not covered by reason of the application of the deductible shall not be subject to payment or

indemnification by the Association, but shall be the sole responsibility and obligation of the Owner. The Owner may submit the portion of any claim, loss, damage or injury not covered by the Association's insurance by reason of the deductible or exhaustion of policy limits to the Owner's carrier, save that the Owner's carrier shall have no claim for contribution against the Association.

7. **ASSESSMENTS FOR DAMAGES NOT COVERED:**

In the event any portion of the Common Elements intended to be insured by the Association are damaged or destroyed, and insurance proceeds do not fully cover the cost of repair or restoration, then the costs of repair or restoration in excess of the insurance proceeds, or which are not covered due to the application of the deductible, shall be a common expense to be levied by the Council as an Additional Assessment against the Owners collectively in a pro-rata fashion pursuant to Code Article VIII §B.(2). In the event any Unit, or Units and/or Insured Facilities and Improvements are damaged or destroyed, and the insurance proceeds do not fully cover the cost of repair or restoration of the damaged or destroyed Unit or Units, then the costs of repair or restoration in excess of the insurance proceeds, including costs not covered by reason of the application of a deductible and/or a loss in excess of policy limits, shall be levied by the Council in a pro-rata manner as an assessment against the Owner, or Owners, of the Unit or Units, directly benefited by the repair and restoration work.

8. **REVIEW OF INSURANCE COVERAGE:** In October of each year the Council shall review the adequacy of the insurance coverage, including fire

insurance, then carried under the policies maintained by the Association in accordance with Code Article X and prevailing law, and shall make such adjustments or changes to the policies, including by way of example, but not by way of limitation, increases or reductions in limits of coverage or deductibles, as the circumstances of the Association, the values of the improvements to be insured by the Association, and prevailing market conditions for insurance policies of the types the Association is required to obtain under the Declaration or applicable law may then require.

9. **COSTS AND EXPENSES CAUSED BY NEGLIGENCE, MISTREATMENT, MISUSE OR MISCONDUCT:**

If any costs or common expenses are incurred by the Association for any repair, restoration or replacement of the Common Elements which arise from, or are attributable to, or are caused by, the negligence, omission or misconduct of any Unit Owner, their tenant, guest, invitee, family member or contractor, or arise from the mistreatment or misuse of the Common Elements, any Unit or the Insured Facilities and Improvements by any Owner or their tenant, guest, invitee, family member or contractor, then the Council may levy any cost or expense incurred by the Association which is not covered by the insurance maintained by the Association, or which has a value which exceeds policy limits, or which have a value less than any deductible, as a repair or restoration assessment exclusively against the Owner's Unit, to be a lien upon the Unit, collectible if not paid in the manner demanded by the Council in the same manner as a delinquent assessment. The Council may make any such fee levied payable in a lump sum, on a date certain, or

upon such other payment methodology or frequency as the Council may deem appropriate.

10. **OWNERS INSURANCE ON UNIT:** Each Owner is urged to obtain and continuously maintain such additional insurance on their Unit and the improvements, personal property and betterments installed or maintained by the Owner in the Unit, in such amounts and such types as the Owner may deem appropriate. Any insurance policy maintained by an Owner shall be subject to the following limitations:

a. All policies held by Owners shall contain waivers of subrogation by the Owner's insurance carrier as to any claims against the Association, the Council and its members and officers, the Community Manager, the other Unit Owners and the occupants of their households, as well as their respective servants, agents, employees and guest; and

b. No Owner shall be entitled to maintain insurance coverage in such a manner as to decrease the coverage limits or amounts of insurance proceeds which the Association, on behalf of the Owners, may carry under any insurance policy to be maintained by the Association; and

c. No Owner shall obtain any individual insurance policies covering any portion of the Common Elements, and Insured Facilities and Improvements or Units insured by the Association unless a copy of the proposed individual policy or policies and any changes or amendments thereto are filed with the Council not less than ten (10) days prior to the effective date of such policies; and

d. No Owner shall hold any insurance policy which violates or conflicts with the provisions of any insurance policy maintained by the Association, and should the Council find that an Owner maintains an insurance policy which violates or conflicts with the provisions of any insurance policy maintained by the Association, then the Council shall give five (5) days written notice to the Owner setting forth the nature of the conflict or violation, whereupon the Owner shall promptly change or modify the Owner's insurance policy to remove any conflict or violation.

11. **COPIES OF OWNER INSURANCE:** In the event of any loss to the Common Elements, Insured Facilities and Improvements, or a Unit, affecting any Unit either directly or indirectly, then upon request of the Council, the Unit Owner shall provide the Council with a copy of any insurance policy maintained by the Owner on the Owner's Unit.

Owners shall provide, to council, copies of a Certificate of Insurance evidencing insurance of their Unit through an HO6 Policy and showing, should the policy be cancelled, council will be notified at a minimum of 30 days prior to cancellation.

12. **NOTICE OF DEDUCTIBLES:** From time-to-time, if, and as, the deductibles on any insurance policy maintained by the Association is adjusted or changed, then the Council shall publish notices of the change to the Owners so that the Owners may make appropriate adjustments or changes to the insurance policies maintained by the Owners.