

FAIRLAWN COURT
COMMUNITY ASSOCIATION

RULES AND REGULATIONS

Architectural Controls

No building, fence, wall, or other structure shall be commenced, erected, maintained, or restored upon the properties, nor shall any exterior change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by both Skippack Township and the board. In the event said board, or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article shall be consistent with those established by the developer. This Article shall not apply to Declarant during the course of initial development.

Exterior colors shall be consistent with those established by the developer. The following colors are approved:

<u>Siding</u>	Pearl by VIPCO
<u>Front Door</u>	Wineberry by MAB
<u>Shutters</u>	Wineberry
<u>Roof Shingles</u>	Weather Wood by CertainTeed North Gorski Lane Annex uses Prestique Weatheredwood by Elk
<u>Stone</u>	Bucktown Rubble

All exterior surfaces including but not limited to decks, siding, windows, roofs, shutters, driveways, and walkways are to be kept in good repair.

Use and Structures

No unit shall be used other than for residential purposes, including uses accessory thereto, as permitted by the applicable Skippack Township Zoning Ordinance. No building shall be altered, erected, placed, or permitted to remain on any unit other than one attached single family dwelling of the same dimensions as the house originally constructed on the unit by the Declarant. No detached garage, carport, doghouse, or accessory building may be erected. No attached addition to the dwelling may be erected. No dwelling or any part thereof shall be used for any other purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. A business shall be defined to also include those uses commonly known as accessory uses in the applicable zoning ordinance. No motor vehicle other than a private (passenger) vehicle shall be parked on any parking space in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No large boat, trailer, shack, or other structure shall be located, erected, or used on any unit, (temporarily or) permanently. Small boats, (such as canoes and kayaks), tents, and trailers (only those that will fit in the driveway), shall remain on the property for no longer than forty-eight (48) hours. No sign of any kind shall be displayed to the public view on any dwelling or unit except one-family name sign of not more than seventy five (75) square inches, or one temporary sign of not more than five (5) square feet, advertising the property for sale or rent. No such sign shall be illuminated. No fences are permitted in the front yards, but may be permitted in the rear

yards with the approval of Skippack Township and the board. Rear decks, patios, fences, and sheds (a storage building or structure containing more than fifty (50) cubic feet) are permitted with the approval of Skippack Township and the board. Fences shall not exceed four (4) feet in height and may be painted in only the following colors: white, beige (almond) or wood tone stain.

Easements

Perpetual easements for the installation and maintenance of sidewalks, sewer, water, gas, and drainage facilities, for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility companies ultimately operating such facilities, are hereby reserved. Also, easements in general in and over each unit for the installation and maintenance of electric, gas and telephone facilities are similarly reserved herein. If ingress or egress to any residence is through the common facilities, any conveyance or encumbrance of such area shall be subject to the unit owner's easement for the ingress or egress.

Utility and Drainage Facilities

All areas designated on the plans as utility and/or drainage facilities, including retention basins, shall be used solely for this purpose. There shall be no further subdivision of such areas. The association shall maintain all landscaping within these areas, whether natural or installed.

Antennae

No radio, television, similar tower, or antennae shall be erected on any unit or attached to the exterior of any dwelling unless written application therefore is submitted to the executive board and written approval granted therefor. Request for satellite dishes must be submitted to the board of directors and approved by the board in accordance with their current policy and FCC regulations.

Laundry Lines

Laundry poles and lines outside of houses are prohibited except one portable laundry dryer, not more than seven (7) feet high. This dryer may be used in the rear yard of the dwelling, and shall be removed from the outside when not in actual use.

Storm and Screen Doors

Any style is acceptable as long as the color is white or beige. No other color is acceptable.

Roof Fans

Roof fans may be installed as long as they meet the board's requirements. Board approval must be sought before installing a roof fan.

Outdoor Lighting

Front and/or back door lights may be replaced as long as they are either brass, black, or antique black in color. Replacement lights must keep within the harmony of existing lights throughout the community. Board approval must be sought before installing an outdoor light.

Air Conditioners and Window Fans

Window air conditioners or window fans that protrude past the window screen are not permitted.

Seasonal and Holiday Decorations

All seasonal and holiday decorations must be removed in a timely fashion. Holiday decorations are to be removed within thirty (30) days of the occasion (weather permitting).

Parking and Automobile Repair

Each unit has two (2) spaces within the unit boundaries for the owner's exclusive parking. Inoperable vehicles, expired inspection, or unregistered vehicles are not permitted on the property or on the streets and will be removed at the expense of the owner. Public parking areas are not to be used for storage of vehicles. Vehicles illegally parked will also be towed at the owner's expense. No major auto repairs will be done on any property. Vehicles cannot be in disrepair or positioned on blocks, lifts, or jack longer than overnight. Any car parked in a manner that blocks another car or driveway may be towed at the owner's expense. There shall be no parking in the Red Oak Court or the Elm Road Court cul-de-sac. There shall be no parking behind cars parked in the driveways on Red Oak Court or Elm Court. There shall be no parking on any sidewalk in the community

Pets

No pet is to be left loose outside the owner's premises. All pets must be walked on a leash. No pet is to be confined outside unattended. Pets that disturb the peace cannot be left unattended. It is the owner's responsibility to clean up after the pet in neighbor's property and common areas.

Landscaping

The planting of shrubbery and flowers within property boundaries is permitted and encouraged. Each homeowner is responsible for maintaining the shrubbery and flowerbeds to insure they are free of debris and weeds. Vegetable gardens are permitted in the rear of the property only and shall be maintained. Individual homeowners are prohibited from planting on the common areas.

Lawn Mowing

The association shall enter into an annual contract for the lawn maintenance and landscaping of all common facilities of the association. The unit owner shall mow and trim all lawn areas located within the unit boundaries. This includes all areas along curbs, sidewalks, and fences. Grass is not to grow taller than six (6) inches between mowings. Grass clippings are not to be left on sidewalks or streets after lawn-mowing. The lawn-mowing season shall be between April 15 and November 30 of each year.

Snow Removal

The individual unit owner shall be responsible for the shoveling of snow from walkways located within the unit boundaries. Snow and ice is not to be shoveled onto the roadways, thus causing driving hazards. Snow and ice is not to be piled across the sidewalk, thus causing a blockage, which prevents a clear walking path. The association shall be responsible for the removal of snow from any common elements as needed. All snow and ice removal shall be made within twenty-four (24) hours after the end of each snowfall. Any snow or ice that melts and then refreezes shall be removed or treated to prevent slippery walking surfaces.

Trash Removal

Garbage and rubbish shall not be dumped or allowed to remain on any property. The executive board shall contract on behalf of the Association for trash removal for all members of the Association. The collection of trash shall be in accordance with the regulations of the collecting agency. The contract between the collection agency and the Association may be reviewed from time to time.

Trash receptacles and recycle containers are not to be left on the roads. Receptacles may be placed at curbside the day prior to trash collection and must be placed on the owner's property, no lower than the top of the parking area, the evening of trash collection day. Trash that does not fit in the receptacle shall not be placed outside the residence in any type of container prior to collection day.

Enforcements

Reporting Violations

Complaints concerning violations by a unit owner or tenant must be submitted in writing to the board. All complaints sent via mail must be signed, and complaints sent via email must contain the unit number and street name. The complaint must be in sufficient detail to determine whether a violation occurred.

Investigation

When possible, a representative of a committee or a member of the board, or managing agent shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.

Violation Notices

If a violation exists, the association will send a written notice describing the violation to the owner and/or tenant and instruct them to correct the violation within set guidelines. If the violation is not corrected within the timeframe provided, or if a second complaint is received, a second written notice will be sent. This notice will also provide a provision for a hearing, if requested by the owner or tenant, and indicate the fine or other penalties the board assessed.

Hearing

Owners and tenants have the right to a hearing, which could either be conducted by a committee appointed by the board, or by the board. If a hearing is requested, the association shall provide notice as to the date, time, and place of the hearing. The purpose of the hearing is to allow the owner/tenant to explain their action and attempt to resolve the problem.

Fines and Penalties

If an owner or tenant does not comply with the initial notice, the board may impose fines and/or penalties. The penalties could include an assessment of the fine and hiring an outside contractor at the owner's expense. Depending on the seriousness of the violation, the fine assessed could be enacted for each incident or a charge assessed each day the violation remains uncorrected. The board has full authority in establishing the amount of the fine assessed and contracting an independent contractor to correct the situation. The amount assessed is due upon receipt of notice.

Non-Compliance

In the event that an owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the association, the board may take legal action against the owner for collection of the fines and compliance with the association's documents.

Any expenses associated with the legal action and the collection of fines assessed including court costs, attorney fees, etc., which may be incurred by the association shall be added to the complaint and become the responsibility of the owner to pay. If a judgment awarded by the court remains unpaid, the board may place a lien for the amount of the judgment, plus costs, against the owner's property.

Note: The association's documents include, but are not limited to, the Declaration, By-Laws, Rules and Regulations, and any Resolution or Amendment adopted by the board or membership.

Enforcement Procedures

Pursuant to "Article XII Amendment", Fairlawn Court Community Association hereby adopts the following procedures and schedules of fines for violation of the Declaration, By-Laws, or Rules and Regulations established for Fairlawn Court:

- 1) Upon discovery of any violation of any provision of the Declaration, By-Laws, or Rules and Regulations, the Board of Directors or their designated agent will send a written notice of the violation or violations to the unit owner. Except where immediate action is required, the written notice shall direct the unit owner to correct or abate the violation within seven (7) days.
- 2) If the violation is not corrected within the seven (7) days or immediately if it is a violation that must require immediate action as designated, the Board will impose a fine of:
 - a) First Offense--\$25.00
 - b) Second or subsequent offense—\$50.00
 - c) Written notice of the fine shall be sent to the unit owner of the fine. The unit owner shall pay the fine within ten (10) days or shall request a hearing from the Board of the violation within the same ten (10) days. If the unit owner does not make a timely request, the Board shall not be obligated to have a hearing and the fine shall become final.
 - d) If the unit owner makes a timely request in writing for a hearing to the Board, all enforcement actions shall be stayed pending the hearing and decision of the Board.
- 3) There is a class of violations which demand immediate action. They shall be corrected immediately upon delivery of the violation notice in writing. They are not subject to the seven day correction service. They are: Snow and ice removal from sidewalks or throwing snow and ice onto the streets, auto repair and towing offenses, trash receptacle placement, recycle container placement, laundry lines, pet control and cleanup.

Fines for violations listed for immediate action will be assessed at the rate of \$25.00 per day until the violation is corrected.