

Dear Homeowner,

We have put this booklet together in the hopes of providing a single source of policies and guidelines that each homeowner will follow as a member of The Greens at Penn Oaks Community. These policies and guidelines are in addition to the Covenants, Declarations, and Bylaws. We have put this booklet (a.k.a. “The Green Book”) together to provide a detailed source of information for community homeowners’ policies and guidelines that are to be adhered to. These policies and guidelines are a supplement to the Covenants, Declarations and Bylaws which set the precedent for all HOA activities and actions.

The Association management requests that each homeowner adhere to these policies and guidelines to assure that our community remains as a well maintained, beautiful community; in short, a great place to live.

The Board encourages your feedback in order to continuously improve our policies and guidelines.

Bill Copperthwaite, Leif Ericksen, Cathy Linck, Michael O’Neill and Earl Stoltzfus
Board of Directors
The Greens of Penn Oaks Homeowners Association

Forms and more information are available on the Community’s Website:
www.GreensatPennOaks.com

**The Greens at Penn Oaks Homeowners
Association Policies/Guidelines/Information**

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Note

1. This Green Book is subject to revision by the Board.
2. If there are any conflicts between these Policies and Guidelines and local, state, or federal law and the Governing Documents for the Greens at Penn Oaks, the laws and Governing Documents shall have precedence.

Maintenance Responsibilities

Following is a definition of Association and homeowner responsibilities. It is intended to help homeowners understand their maintenance duties. Maintenance and Reserve portions of the Association budget are based on this division of responsibilities.

<u>Component</u>	<u>Association Resp.</u>	<u>Homeowner Resp.</u>
Home (interior)	None	Repair/Maint/Replacement
Wood trim (exterior)	None	Repair/Maint/Replacement Paint – every 5 years
Siding/stone work (exterior)	None	Repair/Maint/Replacement
Soffits	None	Repair/Maint/Replacement
Doors (garage, front, rear)	None	Repair/Maint/Replacement Paint – every 5 years
Shutters	None	Repair/Maint/Replacement Paint – every 5 years
Screen doors	None	Repair/Maint/Replacement
Storm/Screen Doors	None	Repair/Maint/Replacement
Windows/window Glass/screens	None	Repair/Maint/Replacement
Roofing	None	Repair/Maint/Replacement
Skylights	None	Repair/Maint/Replacement
Gutters/downspouts	None	Repair/Maint/Replacement
Decks	None	Clean/Preserve/Wood Replacement
Patios	None	Repair/Maint/Replacement
Basement	None	Repair/Maint/Replacement
Foundation	None	Repair/Maint/Replacement

<u>Component</u>	<u>Association Resp.</u>	<u>Homeowner Resp.</u>
Dryer Vent Cleaning	None	Clean & Maintain
Sidewalks (to unit)	Repair/Replace Per Reserve Study	None
Railings	Repair/Replace	None
Retaining walls	Repair/Replace Per Reserve Study	None
Sidewalks & curbs (common area)	Repair/Maintain Per Reserve Study	None
Driveways	Repair/Replace	Seal (see note 1 below)
Steps/Stoops	Replacement	Repair/Maintain
Parking Areas	Maint/Repair/ Per Reserve Study	None
Roads	Maint/Repair/ Repave per Reserve Study	None
Landscaping (common area)	Maint/Replace/ Water as Needed	None
Landscaping (limited common area)	Maint/Replace	Water as needed
Street Lighting	Maint/Repair/ Replacement	Report outages & problems to Management Company

(1) The Association may undertake sealcoating to reduce future cost of replacement.

Note: The Board may assess any homeowner for repairs that are the homeowner's responsibility when such repairs have not been made in a timely manner (30 days after a written notification has been sent to the homeowner and no action has been taken) and where the appearance of the community is impaired.

Definitions

Owned by Homeowners

Unit: A part of the Property designed or intended for residential use, including both the Lot and the Dwelling.

Lot: A separate and subdivided parcel of land.

Dwelling: A townhouse residence located on a lot.

Owned by the Association

Property: There are approximately 13.25 acres in two (2) parcels of land which make up the Greens at Penn Oaks.

Common Elements: Includes Common Areas and Controlled Facilities.

Common Areas: All those land areas within the Greens at Penn Oaks property not contained within the individuals lots. Common Areas include Limited Common Areas.

Limited Common Area: Areas adjacent to dwellings over which the owner(s) are granted exclusive use easements including (a) the entire adjacent front yard area between the front wall of the dwelling and the curb line of the adjacent roadway, (b) a rear yard, deck, or patio area extending ten (10) feet in depth beyond the rear line of the building envelope, and (c) as to end units, the adjacent side yard area.

Controlled Facilities: Those portions of the Community Facilities or Common Elements which are not located within the common areas of the Community, but rather are located outside the borders of the property (including the storm water detention pond, the sanitary sewer treatment and disposal facilities and the emergency access, all of which are located within the borders of the Country Club), with such controlled facilities being maintained, improved, repaired, replaced, regulated, managed, insured and controlled by the Association, in accordance with the Easement Agreement.

Architectural Guidelines, Procedures, and Materials

1. No homeowner shall alter the exterior appearance of his/her dwelling without the prior written consent of the Board. Should the homeowner proceed with the alteration without written permission, he/she may be required to restore the property to its original condition.

2. No exterior alteration or addition shall be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the alteration or addition shall have been submitted to and reviewed and approved by the Architectural Review Committee (ARC) and approved in writing by the Board (see Attachment A for a copy of the “Architectural or Landscape Modification/Addition Request Form”. Additionally, you can get a copy of the form by contacting the Managing Agent or by downloading from our website: www.GreensatPennOaks.com.
 - a. All requests must be submitted to the Managing Agent no later than 20 days prior to the next scheduled Board of Directors meeting to allow time for ARC members to review the request and make a recommendation to the Board prior to its meeting. If the request is submitted less than 10 days prior to the next Board meeting, it may not be considered until the following Board meeting.

 - b. Adjoining neighbors must be made aware of your proposed architectural modifications, especially those that may impact their privacy or line-of sight. You are strongly encouraged to discuss the proposed modifications with your neighbors. The Architectural Review Committee may solicit neighbor’s comments about the changes and these comments will be one of the considerations in making an “approve or reject” recommendation to the Board of Directors. [For unit owners making known any issue(s) to their adjoining neighbors must assure that notice is given to the current owners of the adjoining units. If any of the adjoining unit(s) are for sale and/or later sold, it is then the responsibility of the seller of the adjoining unit(s) to notify the buyer or potential buyer of the pending issue(s).]

Requests do not need to be submitted when changes meet all requirements of the following guidelines. If changes vary from the guidelines or are not covered by the guidelines, a request submission will be necessary.

Requests are always required for deck modifications, patio modifications, and barbecue grill pad installation.

3. **Exterior Color Scheme:** The community colors for the exterior of the units have been selected and coordinated by the original project architect. The only exterior color scheme that may be changed are those of your front door and shutters so long as the color scheme is coordinated and consistent with the colors originally applied by the builder. The intent is to not introduce new colors into the community. See items 4, 5, and 6 below for color guidance. Note: the door(s) colors in the rear of the home are to remain original color.

4. **Exterior Trim:** The color for exterior trim selected and used by the developer should continue to be used. The trim color is **Sherwin Williams Duration Satin; Dorchester White** (appears almond when applied).

5. **Shutters and Front Doors:** Shutter and front door colors must match. You may change the color scheme of the shutters and front door, as long as you use the colors indicated below and you do not pick a scheme that matches that of an adjoining neighbor. Shutter styles and sizes may not be changed. Door style may not be changed.

Shutters: **M.A.B., Classic Blue #36**
Front Door: **M.A.B., New Haven Blue 608-20**

Shutters: **M.A.B., Black**
Front Door: **M.A.B., Black**

Shutters: **M.A.B., Tuxedo Grey #18**
Front Door: **M.A.B., Good Night #5840A**

Shutters: **M.A.B., Burgundy Red #27**
Front Door: **M.A.B., Burgundy Red #27**

Shutters: **M.A.B., Forest Green #28**
Front Door: **M.A.B., Montgomery Green #608-17**

6. **Garage Doors:** Garage door color and style as installed and finished by the builder may not be changed. The color of the garage doors and any replacement parts must match the exterior trim color identified above (Sherwin Williams Duration Satin).

7. **Storm/Screen Doors:** Full-view aluminum storm/screen doors, such as those manufactured by “Forever Door” or their equal, may be installed on front or rear entry doors. Color may be white, almond (matching the exterior trim), or black (matching the color of a black door). Please coordinate with your neighbor so that adjacent or adjoining homes match when installing white or almond colored doors.

8. **Screen-only Doors:** Screen-only doors, such as retractable screen doors manufactured by “Phantom Doors” and wood screen doors, may be installed on rear entrances or those not seen from the street. Screen-only doors **may not** be installed on front entrances or entrances facing the street. Color may be white or almond (matching the exterior trim).

9. **Decks:** When considering deck alterations, you must first have township approval. After township approval, you must apply for Board approval. These approval processes consider different criteria. Both approvals must be obtained prior to beginning work. An alteration may include any of the following: enlargement, reduction, removal, enclosing, addition of lattice, any change in look, etc. Please note that steps from second floor decks are not allowed.
10. **Deck Staining:** All of our decks are built from natural cedar. When cleaning and preserving your deck, please **retain the original natural cedar color**. There are many good methods that may be used when cleaning and preserving your deck. Whatever your preference, please **do not change the color** of the deck. Please **preserve the original natural finish** as close as possible to clean natural cedar.

Approved Deck Preservatives:

- Wolman (transparent) Cedar F & P Premium Wood Finish and Preservative
- Super Deck Exterior (transparent sealer) Cedar DB1901
- Olympic Deck Stain (semi-transparent) Natural Tone Cedar #716
- Behr Plus 10 (semi-transparent) Deck Stain Cedar Natural Tone #2-716
- Cabot Deck Stain (semi-transparent) New Cedar (custom color) #1400 series

No additional toners or additives of any kind may be added to any of the above products.

If you elect to seal your own deck, it must be cleaned first by power washing or use of some other appropriate cleaning method. Such cleaning method must be in accordance with the manufacturer's recommendations for the preservative you are using. Otherwise, application of the preservative product over mildew or dirt will result in dark colors that will not be considered compliant with these guidelines. All of the preservative products must be applied according to the manufacturer's recommendations.

If you have a contractor clean and preserve your deck, **please present him or her with these guidelines**. Do not let the contractor use additives or products that do not comply with these guidelines.

Should you ignore these guidelines, or otherwise fail to comply, the Board may require you to have your deck stripped and redone.

Note: Do not use varnish to preserve the deck; it changes the color.

Note: Do not use paint on the deck.

11. **Patios:** When considering patio alterations, you must first have township approval. After township approval, you must apply for Board approval. These approval processes consider different criteria. Both approvals must be obtained prior to beginning work.
12. **Barbecue Grille Pads:** Grille pads may be installed without township approval, but must not exceed 8' x 6' in size. Concrete, slate, and locking patio blocks are acceptable materials, properly installed and contained with edge material in a light neutral color that matches the exterior trim of your home.
13. **Awnings:** Retractable awnings may be installed on rear decks. Permanent awnings are not permitted. Fabric for retractable awnings may be striped or solid.

Striped Option: Fabric pattern 340-535, color #7513 Boston Green as manufactured by Sunesta. One local distributor is Great Valley Awning (610-889-3104).

Solid Color Option: Durasol, color SB4637 Forest Green. One local distributor is Milanese Remodeling in Coatesville (610-384-5820).
14. **Roof:** Should you lose shingles or need a roof replacement, only an exact match of roof materials is allowed.
15. **Siding:** Should you need to replace any or all siding, only a match of the siding materials is allowed. The Board has approved the use of Handiplank Cedarmill provided the color and texture matches the current siding.
16. **Exterior Lighting:** Individual lighting fixtures may be replaced with those of a higher quality, but must retain the look of those originally installed.
17. **Satellite Dishes:** Satellite dishes must be installed according to all local, state and federal regulations and as unobtrusively as possible. The Association requests that you should consider your neighbor in making the dish as unobtrusive as possible.
18. **Antennas:** No exterior antennas are allowed.
19. **Window Air Conditioners:** No window air conditioners are allowed.
20. **Window Flower Boxes:** No window flower boxes are allowed.
21. **Gutters and Downspouts:** Replacement of gutters and downspouts with those of a larger size is allowed if the color and style is retained.
22. **Exterior Appearance of Window Treatments:** Window blinds, drapes, curtains, shutters, shades, etc. must be white or off-white on the side facing the exterior of the house.

23. **Above-Ground Swimming Pools:** Above-ground swimming pools are not allowed.
24. **Signs:** No sign of any kind shall be displayed to public view on any unit **except** for the following unlighted signs:
- (a) one sign advising that the home is protected by a security system,
 - (b) political candidate signs that can be displayed for one month prior to and one week after election day,
 - (c) one sign advertising the home for sale. The “For Sale” sign is allowed to be posted only in front of the unit. Once a unit is sold and the sign is updated/revised to include the “Under Agreement” or “Sold” designation on it, the sign may remain for one week before being taken down, and
 - (d) one sign for an “Open House” is allowed 3 days before the showing. The “Open House” sign must be removed the day after the showing.
25. **Miscellaneous:** No storage sheds, dog houses, basketball backboards shall be erected or placed on any common element or limited common element.
26. **Lawn Ornaments:** Lawn ornaments, statuary and ornamental benches of appropriate size are allowed to be placed in the mulched areas of the garden adjacent to the house. A homeowner cannot place a lawn ornament, statuary and ornamental benches on the grass because this interferes with lawn cutting, fertilizing, aerating and leaf removal. These ornaments must be kept in good order.
27. **Bench or Chairs:** Bench or chairs are allowed on front porches.
28. **Bird Baths and Feeders:** Bird baths, bird feeders and bird houses are NOT allowed. Bird seed attracts rodents such as mice & squirrels. It also increases the amount of bird droppings on neighboring decks resulting from congregations of birds on neighboring decks waiting to get to feeders/baths.
29. **Flower Pots:** Flower pots of an appropriate size are allowed on the porch, deck, driveway and mulched areas, but not on the lawn. During the months of December through March when there is snow removal, these flower pots will be in the way. Damage done to the pots during snow removal will be the responsibility of the homeowner. They must be kept up by homeowners – dead plants need to be removed promptly.
30. **Wreathes, “Swags”, “Sprays”, “Charms” or “Baskets”:** Wreathes, “swags”, “sprays”, “charms” or “baskets” on front doors are allowed.

31. **Wind Chimes:** Wind chimes, propellers and other wind toys are not allowed.
32. **Hoses:** Hoses are allowed in the gardens and/or attached to the outside water faucet – NOT on walks, lawns or driveways. They must be concealed from view when not in use, (e.g., hose box, hose pot, no reels – no brackets).
33. **Artificial Plants:** The use of artificial plants and flowers is discouraged.
34. **Areas below Deck:** The areas below the decks are not to be used for storage.
35. **Decoration Policy:** The Board encourages respectful and appropriate holiday decorations. Holiday decorations are permitted to be displayed thirty (30) days before the holidays and during the holidays. The holiday decorations should be removed within thirty (30) days after the applicable holiday. A homeowner is strictly forbidden from decorating the common areas such as light poles, street signs, and/or entry way structure. Please note that the homeowner is responsible for any damage done to the common area (such as light poles) as a result of the installation or removal of holiday decorations.

Floral wreaths, dried plants or other decoration are not allowed to be hanging on the outside of buildings visible from street except for holiday decorations.

36. **Stained Glass Windows:** Stained glass window inserts are allowed on the oval bathroom windows and transom windows.
37. **Hot Tubs:** Any hot tub must comply with Township regulations. A Township permit is required. Township regulations state that (1) the Wiring must be inspected by an electrician to insure that the Ground Fault Interrupt (GFI) is in working order, (2) Water must drain into the sewer system and (3) top must have a locked hard cover.

Additionally, the installation of any hot tub requires the prior written approval of the Architectural Committee and the Board to insure that the hot tub is appropriate for size, color and placement. The color of the hot tub must be neutral and in keeping with the decks and homes. The size of the hot tub can be no larger than 83"w x 83"d x 36"h. The hot tub must be placed within the envelope of the home.

The tub must be placed as not to obstruct neighbor's view. Your immediate neighbor(s) should be informed.

Hot tub must be kept in good order. Any damages and/or liabilities resulting from the hot tub are the homeowners' responsibility.

38. **Architectural Request Form:** When doing **any** changes or attachments to the outside of your home, please check the Green Book. You should contact the Managing Agent or our website: www.GreensatPennOaks.com for an Architectural Request Form. You will need to complete and return the form, which will be reviewed by the Architectural Review Committee and the Board.

Landscape Guidelines and Procedures

1. No homeowner shall add new plants or trees, remove existing plants or trees, and/or change or replace any of the existing plants or trees near his/her dwelling without the prior written consent of the Board.

Should the homeowner proceed with the alteration without written permission, he/she may be required to restore the property to its original condition.

2. No landscape alteration or addition shall be made until the plans and specifications showing the characteristics of proposed new plantings (ultimate height, height when planted, ultimate spread diameter, spread when planted, susceptibility to disease, annual rate of growth, etc.), the dimensions of the area in which plantings are to be placed, and the location of existing and new plants shall have been submitted to any reviewed and approved by the Landscape Committee and approved in writing by the Board see Attachment A for a copy of the “Architectural or Landscape Modification/Addition Request Form”. Additionally, you can get a copy of the Form by contacting the Managing Agent or by downloading the Form from our website: www.GreensatPennOaks.com.

- a. All requests must be submitted to the Managing Agent no later than 10 days prior to the next scheduled Board of Directors meeting in order to be considered at that meeting. If the request is submitted less than 10 days prior to the next Board meeting, it will not be considered until the following Board meeting.
- b. Adjoining neighbors must be made aware of your proposed landscape modifications. You are strongly encouraged to discuss them with your neighbors. The Landscape Committee may solicit neighbor’s comments about the changes and these comments will be one of the considerations in making an “approve or reject” recommendation to the Board of Directors. [For unit owners making known any issue(s) to their adjoining neighbors must assure that notice is given to the current owners of the adjoining units. If any of the adjoining unit(s) are for sale and/or later sold, it is then the responsibility of the seller of the adjoining unit(s) to notify the buyer or potential buyer of the pending issue(s).]

3. Replacement of existing plantings with plants or trees that do not result in additional maintenance costs for the Association will be maintained by the Association.

4. Any modifications and/or additions to existing landscaping that result in additional maintenance costs for mulching, weeding, pruning, feeding, spraying, etc. shall be the responsibility of the homeowner. Should the removal of such plants or trees and restoration of the area become necessary, all costs are the responsibility of the homeowner. Should the homeowner fail to properly maintain and/or promptly remove such plantings, the Association shall notify the homeowner that he or she has 30 days to take the required action. If the homeowner fails to do so, the Association will maintain or remove the plantings at the homeowner's expense.
5. Care should be taken to select appropriately-sized plants and trees for the area in which they are to be planted.
6. Care should be taken to locate plants and trees so that they will not damage community or neighbor's property (e.g., root systems cracking or making sidewalks uneven; root systems invading foundations of houses or deck supports; plants invading grass areas; etc.).
7. Vegetables shall not be planted in the ground anywhere on the property. Vegetables may be planted in containers but located only in the rear of a home.
8. Annual flowers and plants may be added to existing garden areas without the need to submit a request.
9. Homeowners are responsible for watering grass, shrubs and trees located in the front or side of their homes.
10. Trees that should not be planted anywhere on the property include weeping willows and silver maples. In general, trees should have the following characteristics: not messy, resistant to diseases, ease of care, etc.
11. Plants that should not be planted anywhere on the property include those that may be poisonous to humans or animals, that are invasive to other plantings, etc. In general, plants should have the following characteristics: not messy, resistant to diseases, ease of care, drought resistant, etc.

Note: It is understood that the homeowner bears sole responsibility and liability for the actions of his or her contractors.

Snow Removal Services

The snow removal contractor will perform the following services for predicted snow or ice storms:

1. Minor snowfall (2 inches or less)
 - If necessary, contractor will apply rock salt to slippery or icy road surfaces, particularly intersections and inclines.
 - If necessary, contractor will remove snow from sidewalks, front entrances, and mailbox areas.

2. Average snowfall (2 to 6 inches)
 - If snowfall subsides between 4 am and 4 pm, contractor will:
 - + plow roadways and unobstructed driveways and parking areas.
 - + remove snow from sidewalks, front entrances, and mailbox areas.
 - + apply rock salt to slippery or icy road surfaces.
 - + apply calcium chloride where needed to driveways, sidewalks, front entrances, and mailbox areas.

3. Major storm (more than 6 inches)
 - Contractor will begin plowing of roads once snow accumulation reaches 2 inches.
 - Contractor will keep roadways and parking areas open to vehicle traffic.
 - Once the storm has ended, the contractor will remove snow from the sidewalks, front entrances, around mailboxes, and parking areas.

4. Ice Storm
 - Contractor will apply rock salt to all road surfaces.
 - Contractor will apply calcium chloride to driveways, sidewalks, front entrances, and mailbox areas.
 - Contractor will repeat applications as necessary.

Prior to a snow or ice storm, homeowners should do the following:

1. Put as many vehicles as possible in garages.
2. Vehicles that can not be garaged should be parked in parking areas.
3. Keep vehicles away from the access road to the Sewage Treatment Plant and the entrance to the Pump house.
4. Keep vehicles clear of areas where snow can be piled after being cleared from streets.

Grounds Maintenance Services

The grounds maintenance contractor will perform the following services:

1. Grass shall be cut at a height of 2.5 to 4 inches 22 times per season.
2. A pre-emergence crabgrass control shall be applied to grass areas one time in the spring to prevent crabgrass.
3. Fertilizer will be applied to grass area 1 time per season.
4. Grass will be sprayed 1 time per season to control broadleaf weeds.
5. Grass adjacent to walks and curbs will be edged 6 times per season.
6. Grass adjacent to drives and beds will be edged 6 times per season.
7. Beds will be weeded 22 times per season.
8. All shrub, evergreen and groundcover beds will be pruned 1 time per season.
9. A pre-emergence weed control will be applied to all beds 5 times per season.
10. A post-emergent herbicide shall be applied to all beds 1 time per season.
11. A spring clean-up will be performed 1 time per season to remove debris accumulated over the winter.
12. A fall clean-up will be performed 1 time per season to remove leaves and other debris from grass areas and beds.
13. Beds and tree rings will be cultivated and mulched to an average depth of 2 inches 1 time per season.
14. Curbs and cracks in pavements will be sprayed with an herbicide to control weeds 11 times per season.
15. All grass areas will be policed weekly to remove debris.
16. Spot pruning of trees will be performed 1 time per season.

17. Aerate and broadcast seed will be performed 1 time per season. Homeowners should do the following to make it easier for the grounds maintenance contractor to perform his services:
 - a. Keep the common areas and limited common areas clear of furniture, garden equipment, etc. so that all grass may be mowed.
 - b. Keep hoses reeled in to allow bed services to be completed more easily.

Vehicles and Parking Policy

1. Driveways and other exterior parking areas on the Association property shall be used by owners and occupants, and their guests, for four-wheel passenger vehicles only (e.g., cars, station wagons, non-commercial pick-up trucks and sport utility vehicles).
2. Recreational vehicles, limousines, watercraft (jet skis, etc.), boats, mobile homes, motor homes, campers, or tractor trailers are not permitted to be parked, stored or left unattended in a driveway, on the community streets, on the common area or on the limited common elements.
3. Vehicles (such as vans, recreational vehicles, motorcycles, all terrain vehicles, bicycles, trailers, trucks or commercial vehicles) may be permitted to be parked/stored entirely within garages. These vehicles shall not be parked in driveways, on community streets, or on common areas of the community except for short duration periods [not to exceed four (4) hours] or when moving in or moving out.
4. No commercial or other non-passenger vehicle of any type and no unlicensed motor vehicle of any type shall be permitted to remain overnight on the property unless garaged, other than as may be used by persons currently performing services or improvements to the property or persons moving in or out. A commercial vehicle is one that has a state issued commercial license and/or contains lettering, signs or other forms of advertising of a commercial nature.
5. No boat of any type shall be permitted on the property unless garaged. If a boat is stored in the garage, the boat must be stored in a manner to allow the garage door(s) to be closed completely. Additionally, the garage doors must be closed completely while the boat is garaged.
6. No vehicle shall be parked in such a manner as to impede or prevent ready access to driveways, parking areas, fire hydrants, sidewalks, mail boxes, the entrance to the pump station, and the access road to the sewage treatment plant, as well as, access by fire and rescue equipment.
7. All parking regulation, speed limits, and stop signs posted on the property shall be strictly obeyed.
8. All vehicles operating in the community shall not exceed 20 MPH.
9. Vehicles shall not be parked on or adjacent to any of the streets in the community, except for short duration periods (not to exceed 4 hours). To the contrary, all motor vehicles except those of visitors to the community, shall be parked either, (a) within the garage of the dwelling, (b) within the individual driveway of a dwelling, or (c) in a parking area.
10. Whenever possible, residents' vehicles should be kept in residents' garages.

11. Vehicles shall not be parked on sidewalks.
12. During snow removal activities, vehicles shall be parked in garages, on driveways or in parking areas.
13. During snow removal activities, vehicles shall not be parked in areas where snow can be moved or piled on the property.
14. Vehicle repairs are not permitted in driveways, roads or parking areas or any other area of the common elements (except for changing a flat tire or emergency repairs need to move an inoperative vehicle).
15. Vehicles must be maintained so as not to damage the parking areas, roads, and driveways (e.g. leaking oil, gasoline, coolant, etc.) Vehicle owners, whose vehicles cause damage, will be responsible for clean up and repair of the damages.
16. No owner or lawful occupier shall leave any non-operating vehicle or vehicle not currently registered and licensed and having a valid and unexpired state motor vehicle license inspection certification to be operated on or about the property.
17. Golf carts remaining at a homeowner's residence overnight must be garaged. When residents are playing golf on the Penn Oaks Golf Club course, the Golf Club rules apply with regard to driving golf carts on property – they must remain inbounds on the course.
18. Any abandoned vehicle may be removed from the community property or common area at the expense of the vehicle owner. An abandoned vehicle is any vehicle that does not have a current registration, a current license plate, or in a non-operative condition.
19. No blowing of any horn or screeching of any tires and brakes shall be permitted upon any of the driveways or parking areas of the common elements or anywhere in the community.
20. Garage doors should not be left open for a lengthy period of time.
21. Violators may be subject to fines and/or penalties without notice, including but not limited to parking fines, towing, and storage charges.
22. The Association may allow its contractors to use the roads and overflow areas for temporary storage of materials, such as mulch, stone or snow removal equipment.

Pets Policy

1. Residents shall be responsible for the behavior of their pets.
2. Pets shall not run loose or be uncontrolled.
3. Pets must be controlled by the owner (or their delegate) so as not to cause offense or be a nuisance to other residents.
4. Dogs and cats must be kept under leash or direct supervision at all times when taken outside.
5. Pets may not be staked on the common area or the limited common area unless in the company of the pet owner.
6. Any use of invisible fencing does not relieve pet owner of obligations as set forth in #4 & 5 above.
7. Any invisible fencing installation shall be submitted to the Board for approval.
8. Pet owners are responsible for cleaning up any waste deposited by his or her pet on any part of the Association property.
9. No pets shall be housed outside of the pet owner's residence.

No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit, on any lot, or on the common area and facilities. Dogs, cats, or other domesticated household pets may be kept, provided that they are not bred, maintained or kept for any commercial purpose and provided that no more than two (2) pets in the aggregate shall be kept in, or on, any unit or lot.

Animals and pets must be controlled by the owner (or their delegate) so as not to cause offense or be a nuisance to other residents. Animals and pets must not be allowed to frighten or harass other residents. Any damages occurring within the common elements or limited common elements from animals roaming free shall be the responsibility of the pet owner and costs of repair shall be charged to the owner.

Trash Policy

1. No garbage, refuse, rubbish or cuttings shall be deposited on any portion of the property, including any lot, street, sidewalk, or parking area unless placed in an appropriate closed Trash Container as authorized or provided by the Board.
2. The Trash Container shall not be placed in full view, except when necessary for collection, and shall be stored in the garage at all times so that the Trash Containers are kept out of view from the community.
3. The Trash Container should be placed at the end of driveways/lawns no earlier than dusk on the day before trash collection. The Trash Container should be removed and stored as soon as possible after trash collection.
4. Any other trash container(s) used must be waterproof, animal and bird resistant, and must fully contain all trash generated by that household.
5. All trash must be packaged such that it does not blow throughout the community in the event of high winds overturning the trash container(s).
6. Trash that does not fit in the authorized container must be placed in other containers, tied in a bundle, or otherwise anchored to stay near the container until collected.
7. No unit owner will litter, place waste or debris on the common element or limited common elements.
8. All trash and other refuse shall be kept out of sight at all times other than collection time.
9. Trash pickup days are currently scheduled for Monday and Thursday.
10. If a trash collection does not occur, due to a holiday, the trash will be picked up on the next scheduled pick-up day.
11. The community is not subject to recycling.

General Use Restrictions

1. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not conduct door-to-door solicitation of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be by the Board. The terms “business” and “trade” as used in this Section shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider may receive a fee, compensation, or other form of consideration (or in which the provider is involved in a charitable an not-for-profit activity), regardless of whether (i) such activity is engaged in full or part time, (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.
2. No unit or part thereof shall be used or rented for transient, hotel, rooming house, or dormitory purpose.
3. No items of personal property shall be stored on decks or patios except for outdoor tables, chairs, and umbrellas; plants and planters; storage containers; and barbecue equipment.
4. No Unit owner shall use, permit to be used, bring into, or keep in any Unit or on common elements any inflammable, combustible or explosive material, fluid, chemical or like hazardous substance, except for normal household use or propane tanks attached to the barbecue.

NOTE: Propane tanks are NOT to be stored in garage or inside a dwelling. The propane tank must be stored in an inconspicuous location behind the dwelling, next to the deck/patio.
5. No dumping of toxic substances, oil, gasoline, etc into toilets or drains at anytime. Any repairs required, as a result of dumping prohibited substances will be charged to the offending Unit owner.
6. No clothes or other articles shall be dried, aired or hung from doors, windows, or railings of decks. No clothes hanging devices shall be erected at any time on any unit or common elements.
7. No hammocks shall be permitted on the common areas. Hammocks are permitted if hung under decks or from stands on decks or patios.

8. No decorative flags shall be permitted to be displayed. This restriction does not apply to the U.S. Flag.
9. A Unit owner may make alterations or repair to the interior of their own unit as long as it does not impact the structural soundness of the building, affect adjacent units, alter the external appearance, and complies with local building rules/regulations.
10. No homeowner (except for a homeowner who is an officer or an authorized representative of the Association) shall attempt to direct, supervise, or in any manner attempt to assert control over the employees or subcontractors of the Association or the Managing Agent.
11. Any complaints regarding maintenance or actions of the board or other unit owner must be submitted in writing to the Managing Agent.
12. No unit owner shall make, consent to or permit any disturbing noises anywhere in or on the property, or permit anything to be done therein or thereon which will violate any local ordinance pertinent to noise disturbance or will interfere with the rights, comforts or convenience of other unit owners.
13. No obnoxious, unsightly or offensive activity, including, but not limited to vehicle repairs, shall be conducted on the property, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of The Greens of Penn Oaks.
14. The rules and regulations may be modified, added, or repealed at anytime by the Board. Any consent or approval granted by the Board under the rules may be revoked at anytime.

Delinquent Assessment Collection Policy

1. Any common expense assessment, special assessment or other assessment as may be levied by the Board in furtherance of its duties shall be termed delinquent if not paid on the date when such assessment is due.
2. Common expense assessment is payable monthly and are due and payable on the first of each month. Sewer assessments, if applicable are payable monthly and are due and payable on the first of each month. Special assessments shall be due and payable on the first day of a specific month as determined by the Board.
3. Capital Contributions are due at the time of the resale of a unit.
4. If an assessment remains delinquent for thirty (30) days, a notice of delinquency shall be sent by ordinary mail to the delinquent homeowner. Any assessment not paid within ten (10) days after its due date shall accrue a late charge in an amount set by the Board.
5. An interest charge, of an amount set by the Board, shall be charged monthly to the unpaid balance (including all late fees, charges, legal fees and costs) of any account after thirty (30) days of delinquency.
6. If an assessment, including all late fees, charges, interest, legal fees, court costs, collection costs, attorney fees, and other expenses and fees remains delinquent for sixty (60) days, a final notice of delinquency shall be sent by ordinary mail to the delinquent homeowner advising the homeowner of the balance in the account and that suit shall be instituted to collect the balance unless the account is brought current within ten (10) days of the date of said notice.
7. If a delinquent assessment is not paid within seventy (70) days of the due date, the lending institution will be notified of the delinquency and appropriate legal action for the collection of the debt will be initiated.
8. If an assessment remains delinquent for sixty (60) days, the entire balance of the current fiscal year's assessment may be accelerated at the discretion of the Board and be declared due and payable in full.
9. All late fees, charges, interest, legal fees, court costs, collection costs, attorney fees, and other expenses or fees incurred in the collection of a delinquent account shall be the responsibility of the homeowner.
10. Until the same are paid, all delinquent assessments shall constitute the personal liability of the homeowner and shall be a charge and lien upon the delinquent homeowner's home.

11. A delinquent homeowner may not exempt himself or herself from liability with respect to the Common Expenses by waiver by abandonment of his or her home or otherwise.
12. A homeowner, who, at the time of election, is currently delinquent in payment of his or her assessments, may not seek election for a position on the Board. A homeowner may not vote or attend any annual or special meeting while his or her account is delinquent.
13. Other rights and remedies may also be available to the Board for collection of delinquent accounts.

Fining Procedures

1. The Board, its designated committee or Managing Agent can assess fines for violation of an architectural, landscape, general use, vehicle and parking, pet or trash guideline, or provision of the governing documents.
2. A unit owner who is deemed to be in violation of a guideline or governing provision shall be notified of the violation in writing along with a description of the infraction in some detail.
3. If a violation is not corrected or pledged to be corrected within thirty (30) days from the date of the violation notice, the Board or its designates may impose a fine on the unit owner in an amount consistent with the nature and severity of the violation.
4. Any unit owner charged with a violation shall have the right to request a hearing before the Board or its designated committee by submitting such requests in writing to the Board, its designated committee, or the Managing Agent within ten (10) days of the date of the violation notice. Following the hearing, the decision of the Board or its designated committee shall be final.
5. The Managing Agent shall notify the homeowner in writing of the fine and its amount. If the fine is not paid within ten (10) days of the notice of the fine (or within 10 days of a decision following a hearing), additional fines may be imposed until the violation has been corrected.
6. A fine is not a substitute for a correction to a violation.
7. Any fine imposed in accordance with this rule shall be considered a common expense assessment and shall be collectable in the same manner as provided for in the **“Delinquency Assessment Collection Policy”** previously described.

Lease & Tenant Approval Rules & Procedures

Procedures

1. Any homeowner, who wishes to lease a home in this community or sublet his own home to another party, shall use a written lease agreement containing all of the provisions set forth in the Addendum to Lease (see Attachment B for a copy of Greens of Penn Oaks Homeowners Association Approved Lease Addendum).
2. The homeowner shall submit to the Board or the Managing Agent the lease with approved Addendum to Lease, a completed information form (see attachment C for a copy of the information form), and a non-refundable \$100 fee (“application fee”) to the Association to cover the cost of lease and form processing. Said amount may be amended from time to time. The lease and information form must be executed by the prospective Lessee.
3. The Board, or the Managing Agent, shall review both the information form and the lease submitted by the homeowner and shall approve or deny both the lease and the information form within ten (10) business days after receipt by the Board.
4. If the lease and information form meet with the approval of the Board or Managing Agent, such approval shall be indicated on the information and lease forms by the signature of an officer of the Board or Managing Agent. If the lease and information form shall not meet with the approval of the Board or Managing Agent, written notice of the denial shall be sent to the applying homeowner.

The failure of any homeowner or its Lessee to follow these procedures and the substantive rules regarding leasing shall be considered a violation by the homeowner of the governing documents and shall entitle the Board to take appropriate action against the homeowner.

Substantive Rules

1. Leases shall not be for a term of less than one (1) year.
2. The maximum number of individuals who shall be entitled to lease or occupy a home in this community shall not be larger than the maximum permitted by any applicable ordinance or regulation.
3. A unit owner may not lease less than his/her entire unit.
4. The occupant of any unit must comply with all laws, ordinances, and the rules and regulations of the Greens at Penn Oaks.

Questions

All questions, comments, inquiries relating to Homeowners Association business should be directed to the Managing Agent at:

Shew Community Management, Inc.
P. O. Box 1605
West Chester, PA 19380
Tel: (610) 431-3436
Fax: (610) 430-8160

Contact Information

Association Management/Managing Agent

Shew Community Management, Inc.
P.O. Box 1605
West Chester, PA 19380
610-431-3436
610-430-8160 (fax)

Website

www.GreensatPennOaks.com

Developer

Iacobucci Homes
2 EF Raymond Drive
Havertown, PA 19073
610-449-6500

Township

Thornbury Township
Chester County
8 Township Drive
Cheyney, PA 19319
610-399-1425
610-399-6714 (fax)

Emergency

Police: 911 or 610-692-5100
Fire: 911 or 610-436-4700
Ambulance: 911 or 610-436-4700

NOTES

THE GREENS at PENN OAKS

HOMEOWNERS ASSOCIATION

ARCHITECTURAL/ LANDSCAPE MODIFICATION/ADDITION
REQUEST FORM

NAME: _____ DATE: _____

ADDRESS: _____ PHONE(Day) _____ (Night) _____

Description of proposed Modification/Addition

Contractor/nursery/individual to perform proposes work:

Proposed start Date: _____ Proposed completion date: _____

(Attach the following to this request)

- 1. Specifications of materials or plants/trees**
- 2. Descriptions of Area where proposed modifications will be made**
- 3. Drawing with measurements of area of proposed modification**
- 4. Drawing of proposed modifications/addition.**

(Reviewing Committee attach the following to this request)

- 1. Neighbor Comments (if any)**
- 2. Committee recommendation to Board of Directors.**

Plans with exact dimensions must be submitted with this form.

Contractor(s) must submit an insurance certificate of liability to the Management Office prior to the commencement of the work. Contractor(s) will be responsible for any damage to neighboring properties, common area, wires, etc.

As the Owner of _____, I/We agree to be totally responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) for the above request, if approved. I/We understand that no work will begin until written approval is received from the Board of Directors. This agreement will be made part of any agreement of sale that I/We enter into for the above-mentioned unit.

Unit Owner Signature(s): _____

NOTE: APPROVAL BY THE PENN OAKS BOARD OF DIRECTORS IS LIMITED SOLELY TO THE VISUAL ASPECTS OF THE PROPOSED SUBMITTAL. COMPLIANCE WITH THE TOWNSHIP BUILDING CODE AND ZONING ORDINANCE, APPLICATION FOR REQUIRED PERMITS AND REVIEWS, AND THE CONSTRUCTABILITY OF THE PROPOSED DESIGN IS THE RESPONSIBILITY OF THE HOMEOWNER.

STATUS - BOARD OF DIRECTORS

ACTION: _____

Attachment B (Approved Lease Addendum)

THE GREENS AT PENN OAKS HOMEOWNERS ASSOCIATION
APPROVED LEASE ADDENDUM

Addendum to Lease dated _____ between _____,
Lessee(s) and _____, Lessor for Unit Address
_____ at the Green at Penn Oaks.

- I. Association Documents. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants and Easements of The Greens at Penn Oaks, By-Laws of The Greens of Penn Oaks Homeowners Association and any amendments thereto (the "Association Documents") as shall apply to the demised premises, subject to the provisions of this Lease, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Lessor for all liabilities and responsibilities and for the performance of all obligations applicable to Unit Owners under the Association Documents, applicable laws and ordinances, or otherwise whatsoever during the term of this Lease. The failure of Lessee to abide by the terms and conditions of the Association Documents shall be a default under this Lease. However, Lessor, in all events, shall retain the right to exercise any voting rights associated with the demised premises.

Lessee hereby acknowledges receipt of said Association Documents. A true and correct copy of such Association Documents is available for inspection and review from the Association Manager.

- II. Delegation of Power to Board of Directors of the Association. The Lessor hereby delegates to the Board of Directors of the Association ("board") its power under this Lease and under law with respect to the remedies for breach of this Lease so that the Board may exercise any of such remedies upon the default by Lessee or Lessor in the payment of any charges or assessments levied by the Association against the unit constituting the demised premises or upon the failure of the Lessee or Lessor to abide by all of the terms and conditions of the Association Documents. The pursuit of any such remedies by the Lessor against the Lessee shall not preclude the Board from pursuing any such remedies against the Lessee.

- III. Association Charges and Assessments. (a) In the event Lessor shall fail to pay any charge or assessment levied by the Board against Lessor or the demised premises, and such failure to pay continues for thirty (30) days, the Board shall so notify Lessee in writing of the amounts(s) due and within fifteen (15) days after the date of such notice, Lessee shall pay to the Board the amounts(s) of such unpaid charges or assessments, subject however to subparagraph (b) below. The amounts(s) of such unpaid charges or assessments paid to the Board by the Lessee after the nonpayment by Lessor shall be credited against and shall offset the next monthly rental installment due to Lessor. (b) in no event shall Lessee be responsible to the Board for any amount of unpaid charges or assessments during any one month in excess of one monthly installment of rent.

- IV. Assignment of Subletting. Lessee shall not assign this Lease or sublet the demised premises without the prior written consent of the Board or the Association Manager and it is hereby agreed and provided that any lawful levy or sale or execution, or other legal process, and any assignment or sale in bankruptcy shall be deemed and taken to be an assignment within the meaning of this Lease.

- V. Lease Subject to Approval. This Lease between Lessor and Lessee, and any renewal of the term hereof, shall be subject to the prior written approval of the Board which approval shall not be unreasonably withheld. The Board shall either grant or deny its approval within ten (10) business days after submission to the Board of this Lease executed by the Lessee. Such approval shall be indicated on this Lease by the signature of at least one officer of the Association or the Association Manager. Without such prior approval this Lease or any renewal of the term hereof shall be null and void as between Lessor and Lessee.

- VI. Amendments and Modifications. This Lease may be modified, amended, or surrendered only by an instrument in writing duly executed by Lessor and Lessee and approved by a duly authorized officer of the Association or the Association Manager in writing.

Date: _____

_____	_____
Witness	Lessee
_____	_____
Witness	Lessee
_____	_____
Witness	Lessor
_____	_____
Witness	Lessor

APPLICANT AND UNIT OWNER UNDERSTAND AND ACKNOWLEDGE THAT ANY LEASE FOR A UNIT AT THE GREENS AT PENN OAKS MUST RECEIVE THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR THE ASSOCIATION MANAGER, AND WITHOUT SUCH WRITTEN APPROVAL, THE OCCUPANCY OF SUCH UNIT BY ANYONE OTHER THAN THE OWNER IS IN VIOLATION OF THE ASSOCIATION DOCUMENTS.

UNIT OWNER'S SIGNATURE:

APPLICANT'S SIGNATURE:

Date: _____

Return to: Shew Community Management, Inc. • P.O. Box 1605 • West Chester PA 19380

LEASE APPROVED BY THE BOARD OF DIRECTORS, THE GREENS AT PENN OAKS HOMEOWNERS ASSOCIATION.

By: _____

Date: _____

Attachment C (Lease Information Form)

LEASE INFORMATION FORM
THE GREENS AT PENN OAKS HOMEOWNERS ASSOCIATION

Unit Address _____
Unit Owner _____
Telephone Number(s) _____

NAME OF APPLICANT(S) (All tenants on lease should be listed):
_____ Age _____ Married ____ Single ____
_____ Age _____ Married ____ Single ____

SPOUSE OR CO-HABITANTS' NAME _____
CHILDREN'S NAMES AND AGES _____

PRESENT ADDRESS _____
TELEPHONE _____

LEASE TERM _____ PROPOSED STARTING DATE _____
RENEWAL OPTIONS, IF ANY _____
AUTOMOBILES, MAKE & YEAR, LICENSE NO: _____

OTHER PERTINENT INFORMATION _____

APPLICANT AND UNIT OWNER UNDERSTAND AND ACKNOWLEDGE THAT ANY LEASE FOR A UNIT AT PENN OAKS MUST RECEIVE THE WRITTEN APPROVAL OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, OR AGENT THEREOF, AND WITHOUT SUCH WRITTEN APPROVAL, WHICH SHALL NOT BE UNREASONABLY WITHHELD, THE OCCUPANCY OF SUCH UNIT BY ANYONE OTHER THAN THE OWNER IS IN VIOLATION OF THE ASSOCIATION DOCUMENTS.

UNIT OWNER'S SIGNATURE

APPLICANT'S SIGNATURE

DATE: _____

DATE: _____

Return to: Shew Community Management, Inc. • P.O. Box 1605 • West Chester PA 19380

APPROVED BY THE BOARD OF DIRECTORS, THE GREENS AT PENN OAKS HOMEOWNERS ASSOCIATION.

By: _____ Date: _____