

April 2010

Dear Homeowner,

As for preliminary matters:

In case of immediate threat of personal injury or property damage, immediately call

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

In case of a complaint regarding a neighbor, please talk to your neighbor about your concerns prior to calling management. Communication promotes dispute resolution and helps preserve a neighborly environment.

Violations that cannot be resolved must be reported to Association management via the online complaint form located at www.GreensatPennOaks.com

Contact the management company to get things done, not board members. Management may be contacted at:

Shew Community Management, Inc.

P. O. Box 1605

West Chester, PA 19380

Tel: (610) 431-3436

Fax: (610) 430-8160

or through the association website: www.GreensatPennOaks.com.

If you call the management company, you will typically not have a live person answer the telephone – leave a message – management’s voice mail system records the message and logs all calls so that a record of your call is created. Association management administers and keeps records on day-to-day Association affairs. The board members do not. Board members set overall Association policies and management implements them.

This booklet (the “Green Book”) summarizes certain portions of the Greens at Penn Oaks Homeowners Association, Inc.’s Public Offering Statement, Declaration of Covenants, Conditions, Easements and Restrictions, By-laws and/or Certificate of Incorporation (collectively the “Governing Documents”). In addition, it details regulations enacted by the Association’s Board pursuant to the Association’s Governing Documents.

The provisions of this booklet must be complied with however this booklet does not supersede the Governing Documents. Should any provision of this booklet conflict with provisions of the Governing Documents, local, state, or federal law, the provisions of the Governing Documents and/or applicable law shall control.

In addition, this is a selective summary, therefore, the fact that an issue is not addressed in this booklet does not necessarily mean that such issue is not otherwise addressed in the Governing Documents or other Association policies. When in doubt, request information from the Association via Association’s management company.

Abiding by these policies and guidelines will help assure that our community remains 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.

The Board wants to thank everyone who has contributed to the Green Book – the residents, committee members and former board members.

Bill Copperthwaite, Earl Stoltzfus, Leif Ericksen, Andrea Olson, and Mike Clay
Board of Directors
The Greens of Penn Oaks Homeowners Association

This version of the “Green Book” was issued in April 2010. The Green Book is subject to change. The most current version of the Green Book is available on the Community’s Website: www.GreensatPennOaks.com

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

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Article I. 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.

Article II. Maintenance Responsibilities

The following chart outlines the distribution of maintenance responsibilities between the Association and the Homeowner. (Declaration Article VII). It also specifies the time frames required for certain repair, maintenance and/or replacement. (By-law Article VII). The Association pays for its repair, maintenance and replacement obligations with the proceeds of Association fees.

<u>Component</u>	<u>Association Resp.</u>	<u>Homeowner Resp.</u>
Home (interior) Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Wood trim (exterior) Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement Paint – every 5 years
Siding/stone work (exterior) Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Soffits Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Doors (garage, front, rear) Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement Paint – every 5 years
Shutters Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement Paint – every 5 years
Screen doors Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Storm/Screen Doors Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Windows/window Glass/screens Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Roofing Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Skylights Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement
Gutters/downspouts Dec. Art. VII, 7.B.	None	Repair/Maint/Replacement

Decks	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
Patios	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
Basement	None	Repair/Maint/Replacement
Foundation	None	Repair/Maint/Replacement
Dryer Vent	None	Clean & Maintain Clean – every year
Sidewalks (to unit)	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
Railings (to unit)	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
Retaining walls	Repair/Replace Per Reserve Study	None
Sidewalks & curbs (common area)	Repair/Maintain Per Reserve Study	None
Driveways	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
Steps/Stoops	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		
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 (lots)	Repair/Maint/Replacement	Home Owner Pays Cost
Dec. Art IV(xxii), Art VII, 7.A., Art VIII, 8.F., U.P.C.A. 5314(c)(2)		

Street Lighting

Maint/Repair/
Replacement

Report outages & problems
to Management
Company

Note: The Association may undertake sealcoating to reduce future cost of driveway replacement.

Note: If a homeowner fails to timely perform required maintenance, repairs and/or replacements, the Association will perform the required maintenance, repairs and/or replacements and assess all costs thereof incurred by the Association against the Unit and the Unit Owner. (Declaration Article VII & X.10.G.)

Article III. Architectural Guidelines, Procedures, and Materials

1. **Exterior Modifications Prohibited.** Except as otherwise provided herein, no homeowner shall alter the exterior appearance of his/her home 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 and/or be subject to injunction and/or be subject to cost and fees. A homeowner should request approval prior to any window and/or door replacement. (Declaration Article XII, Section 12A.xxi).

Examples of prohibited items/modifications include but are not limited to: window air conditioners, window flower boxes, swimming pools, storage sheds, dog houses, basketball backboards.

2. **Modification Request Procedure.** No exterior alteration or addition, including, but not limited to, deck or patio modification and barbecue grill pad installation, shall be made until after the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the alteration or addition and any required Township/governmental approvals as well as all materials required by By-law Article VII, Section 7B.(ii), shall have been submitted to and reviewed and approved in writing 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 it 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.

3. **General Guidelines:**

A. **Change in Exterior Color Scheme Prohibited:** The exterior color of the units were selected and coordinated by the original project architect. They may not be changed except that the color of your front door (not your back door) and shutters may be changed so long as 1) the color scheme is coordinated and consistent with the colors originally applied by the builder (required colors are specified below) **and** (2) Shutter and front door colors must match **and** 3) you do not pick a scheme that is the same as 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**

While some of these color codes may change, the intent is to not introduce new colors into the community.

- B. **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).
- C. **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).
- D. **Storm/Screen Doors:** Only 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) and must coordinate with your neighbor so that adjacent or adjoining homes match when installing white or almond colored doors.
- E. **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 entrances not visible from the street. Storm doors which allows for both screen and storm may be installed in rear entry doors.
- F. **Decks:** The resident must submit an Architectural/Landscape Modification/Addition Request Form to the Association. If the Association approves the request, then the resident must apply for permit approval from the Township. These two approval processes consider different criteria. Both the Association and the Township approvals must be obtained prior to beginning work.

Please note that, if the unit has a walk-out basement, steps from second floor decks are prohibited.

The Association has approved the use of Cedar Timber Teck synthetic decking and Timber Tech Mountain Cedar Deck (a synthetic decking material).

- G. **Deck Staining:** All of our decks are built from natural cedar. Decks must be maintained in the **original natural red clear cedar look only**. There are many good methods that may be used when cleaning and preserving your deck.

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

While some of these deck stain codes may change, the intent is to maintain the red cedar look of the decks throughout the community.

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 unacceptable, dark colors. 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. In addition, the contractor must comply with Declaration Art VII, 7.B.

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

Note: Varnish may not be used on decks, among other things, it changes the color.

- H. **Patios:** You must first obtain written township approval for any proposed patio modification. The written township approval must be submitted to the Association with the Association Architectural or Landscape Modification/Addition Request Form. These approval processes consider different criteria. Both approvals must be obtained prior to beginning work.
- I. **Barbecue Grille Pads:** Grille pads require Association approval. When completing your Architectural or Landscape Modification/Addition Request Form, keep in mind that barbecue grille pads must not exceed 8' x 6' in size, they must be concrete, slate or locking patio blocks, must be properly installed and contained with edge material in a light neutral color that matches the exterior trim of your home. The homeowner is responsible for checking on any Township requirements.
- J. **Awnings:** Retractable awnings may be installed on rear decks. Permanent awnings are prohibited. Fabric for retractable awnings may only be of the following colors and styles:
- 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).
- K. **Roof:** Roof shingles must be replaced with roof shingles of the exact same color and style. Changes in the roof shingle style or color is prohibited.
- L. **Siding:** Siding must be replaced with siding of the exact same color and style. The color is Nantucket Grey by Colorlok. Changes in the siding style or color are prohibited. The Board has approved the use of Handiplank Cedarmill provided the color and texture matches the current siding.
- M. **Exterior Lighting:** Builder-installed individual lighting fixtures may be replaced with those of a higher quality, but must retain the look of those originally installed. Low voltage, non-decorative, non-novelty accent lighting may be installed along home owner walkways – no more than one light per sidewalk slab.
- N. **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.
- O. **Antennas:** Except to the extent required by Federal Law, exterior antennas are prohibited.
- P. **Gutters and Downspouts:** Gutters and Downspouts must be replaced with gutters and downspouts of the exact same color and style except that larger size gutters and downspouts are permitted. Otherwise changes in the gutter and/or downspout style or color are prohibited. Note that, unless otherwise decided by the Board, the Association will clean the gutters and downspouts twice per year.

- Q. **Exterior Appearance of Window Treatments:** Window coverings must be blinds, drapes, curtains, shutters or shades. All portions of the blinds, drapes, curtains, shutters or shades visible from the home's exterior must be white, off-white, or neutral color.
- R. **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 (this prohibition does not impact on security system labels attached to windows);
 - (b) political candidate signs that can be displayed for one month prior to and one week after election day;
 - (c) a sign advertising the home for sale. One "For Sale" sign is allowed to be posted in the front of the unit and one sign in the rear of the house. 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 after the Closing before being taken down; and
 - (d) Signs for an "Open House" are allowed 3 days before the showing. The "Open House" sign must be removed the day after the showing.
- S. **Lawn Ornaments:** Two lawn ornaments, statues and/or ornamental benches not larger than twenty-four inches high and twelve inches wide are allowed in the mulched areas of the garden adjacent to the house. Lawn ornaments, statues and/or ornamental benches are not permitted in any other location.
- No items may be placed on the grass they interfere with lawn cutting, fertilizing, aerating and leaf removal. Lawn ornaments, statues and/or ornamental benches must be kept in good order.
- T. **Bench and/or Chairs:** Only benches or chairs are allowed on front porches, back patios and decks.
- U. **Bird Baths and Feeders:** Bird baths and feeders are prohibited. Unfortunately, bird baths and feeders cause a mess on decks and walks.
- V. **Flower Pots:** Flower pots of no taller than 18 inches high and 18 inches wide may be placed on the porch, deck, driveway and mulched areas, but they may not be placed on the lawn. The Association suggests removing flower pots from these areas during the period from December 1 through March 31 – leaving pots out during this period will impede snow removal operations. Neither the Association nor its contractors will be responsible for damage done to the pots during snow removal operations. Pots and plants must be maintained by homeowners – dead or diseased plants must be removed promptly.
- W. **Wreathes, "Swags", "Sprays", "Charms" or "Baskets":** Wreathes, "swags", "sprays", "charms" or "baskets" on front doors are allowed.

- X. **Wind Chimes:** Wind chimes, propellers and other wind toys are not allowed. Non-offensive wind chimes may be allowed as long as the wind chimes do not offend any of the neighbors. Any neighbor complaint about the wind chime results in the wind chimes being removed.
- Y. **Hoses:** Hoses are allowed in the gardens and/or attached to the outside water faucet – NOT on walks, lawns or driveways. Hoses must be concealed from view when not in use, e.g., (hose box, hose pot, no reels – no brackets).
- Z. **Artificial Plants:** Use of artificial plants and/or flowers is prohibited.
- AA. **Areas below Deck:** Nothing may be kept or stored in the areas below decks that are not above a walk-out basement. The only items that may be kept or stored below decks with walk-out basements are an outdoor table and chair. No barbecues of any kind may be kept, stored or used below decks.

Rain guard may be installed under their deck to protect the patio. The preferred color selection of almond (with white as a second selection).

{ See sample at www.dry-b-lo.com }

- BB. **Decoration Policy:** Holiday Decorations: The Board encourages respectful and appropriate holiday decorations. Holiday decorations are permitted to be displayed thirty (30) days before a particular holiday and must be removed within thirty (30) days after the applicable holiday. Homeowners are strictly forbidden from decorating common areas such as light poles, street signs, and/or entry way structures. 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.

Non-Holiday Decorations: Other than on the front door and, other than holiday decorations, floral wreaths, dried plants or other decorations may not be hung on the outside of buildings nor may they be visible from street.

- CC. **Stained Glass Windows:** Stained glass window inserts are allowed on the oval bathroom windows and transom windows only.

- DD. **Hot Tubs:** Any hot tub must comply with Township regulations. Additionally, the installation of any hot tub requires the prior written approval of the Architectural Committee and the Board.

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.

- EE. **Architectural Request Form:** Before beginning any modification to the outside of your home, please check the Green Book. You must 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.

- FF. **Storage Containers:** Storage containers, including but not limited to temporary storage containers such as “Pods” and “Rat Packs” are prohibited anywhere within the community unless approved by the board pursuant to the Modification Request Procedure described above. Among other things, the board will review proposed size, location and duration of placement.

Landscape Guidelines and Procedures

1. No homeowner may add plants or trees, 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.
3. One-for-one, like kind, 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. Modifications: 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. Homeowners must select appropriately-sized plants and trees for the area in which they are to be planted.
6. Homeowners must 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 only be planted in containers in the rear of the 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. The following trees may not be planted anywhere on the property: weeping willows, silver maples, those that may be poisonous to humans or animals, those that are invasive to other plantings, etc. In general, trees should have the following characteristics: not messy, resistant to diseases, ease of care, drought resistant etc.

Note: 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 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.
 - Contractor will remove snow from sidewalks, front entrances, and mailbox areas.
2. Average snowfall (2 to 6 inches)
 - 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 with respect to the Common Areas and the Lots except that the Association's Contractors will not perform any maintenance on the planting beds at the rear of the buildings (if any):

1. Grass shall be cut.
2. Crabgrass control shall be applied.
3. Fertilizer will be applied.
4. Grass will be sprayed to control broadleaf weeds.
5. Grass adjacent to walks and curbs will be edged.
6. Grass adjacent to drives and beds will be edged.
7. Beds will be weeded.
8. Shrubs, evergreens and groundcover beds will be pruned.
9. A pre-emergence weed control will be applied to beds.
10. A post-emergent herbicide shall be applied to beds.
11. A spring clean-up will be performed to remove debris accumulated over the winter.
12. A fall clean-up will be performed to remove leaves and other debris from grass areas and beds.
13. Beds and tree rings will be cultivated and mulched.
14. Curbs and cracks in pavements will be sprayed with an herbicide to control weeds.
15. All grass areas will be policed to remove debris.
16. Spot pruning of trees will be performed.
17. Aerate and broadcast seed will be performed.
18. Homeowners must do the following so that the grounds maintenance contractor can effectively perform his services:
 - a. Keep the common areas, limited common areas and lots 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.
19. Homeowners are responsible for watering the lawn, flowers, trees and bushes.

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, stretch 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. Declaration Article XII, 12A (xiv).
3. Vehicles (such as vans, recreational vehicles, motorcycles, all terrain vehicles, bicycles, trailers, trucks or commercial vehicles) may 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. Declaration Article XII, 12A.(xiv) & xv.
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. Declaration Article XII, 12A & xv.
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. Declaration Article XII, 12A.(xiv).
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 speeds of 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). 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, homeowners' vehicles should be kept in homeowners' 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.
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 is 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 may not be left open for more than six hours in any twenty four hour period.
21. Violators may be subject to fines and/or penalties 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.
23. The Association's board may implement a vehicle registration and parking spot numbering policy as well as a towing resolution addressing parking enforcement. These policies and resolutions may further address "overflow" and "guest" parking areas.

Pet Policy

1. Homeowners 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 homeowners.
4. Except where an operating invisible fence is installed, dogs and cats must be kept on leashes whenever they are within the community and outside the home.
5. Pets may not be staked outside.
6. Pets may be off the leash if an operating invisible fence and collar is in place notwithstanding this however, the owner or their designee must still be within 25 feet of the pet when it is off the leash.
7. Any proposed invisible fencing installation shall be submitted to the Board for prior written approval. Notwithstanding anything else however, all invisible fence installations shall, at a minimum, be installed ten feet back from the lot owner's lot line. The Homeowner will be responsible for marking the area of the invisible fence.
8. Pet owners must clean 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 not be allowed to frighten or harass other homeowners. 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 lidded Trash Container as authorized or provided by the Board.
2. The Trash Container shall be entirely concealed from public view, except when necessary for collection, and shall be stored in the garage at all times.
3. Any other trash container(s) used must have an attached lid, must be waterproof, animal and bird resistant, and must fully contain all trash generated by that household.
4. 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).
5. 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.
6. No unit owner shall litter, place waste or debris on the common element or limited common elements.
7. All trash and other refuse shall be kept out of sight at all times other than collection time.
8. If a trash collection does not occur, due to a holiday, the trash will be picked up on the next day.
9. Starting January 1, 2010, the Greens at Penn Oaks implemented a recycling program.

On Thursday, a once a week recycling pickup occurs all year round. There is a once a week regular trash pickup on Thursday from November through April. From May through October, a second trash only pickup occurs on Monday.

The 64 gal wheeled, lidded containers for single stream recycling were delivered by Opendaker Trash Removal Company. Included with the containers were instructions on what items are able to be recycled.

Opendaker also offers a REWARDS program. In summary, the containers are equipped with the capacity to record the weight of the items in the container when picked up that you link to your address. This weight is sent by computer to Opendaker from the container/truck and accumulated until you wish to “cash in” your weight for rewards from over 200 companies. It is a win-win situation – we go green with recycling and have less trash and get free items with the REWARDS program.

“GREENS AT PENN OAKS GOING GREEN”

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 homeowners 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 homeowners 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 (unless expressly prohibited by the Board); 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 flammable, combustible or explosive material, fluid, chemical or like hazardous substance except that grills may be used subject to the following restrictions:

Grills

No grills may be used on or under a deck. Installation of “hard line” gas grills and grill pads are subject to the Modification Request Procedure described above.

Liquefied petroleum gas, (propane), used to fire gas barbecue grills, is highly flammable. Propane is contained under pressure in a steel tank. Vaporized and in a confined area, it has the explosive force of several sticks of dynamite.

- Gas grills may not be used inside any structure.
- Always store propane tanks in the upright position so the relief valve is on top; otherwise, the tank could expel liquid propane if the relief valve activates.
- Inspect propane grill hoses and connections prior to use. Make sure all fixtures, valves, and caps on propane tanks are working and are tightened properly. If the hose has deteriorated or the fittings are loose, do not use the grill until you correct the problem.
- Never let children use a gas-powered barbecue grill.

- Keep propane tanks in a secure, shady or cool location outdoors. Tanks may not be stored in any part of a structure, including porches, balconies and decks.
- Propane tanks may not be used or stored within 15 feet of any combustible surface such as the wall of a building, the deck etc.

Charcoal Grills

- Charcoal grills may only be used on a noncombustible surface.
 - Never use a charcoal grill in an enclosed space or inside the house. Combustion of charcoal produces carbon monoxide which is deadly.
 - Do not use lighter fluid on a fire that has already been started. If you need to use a starter fluid, use only charcoal lighter fluid and follow the directions on the container. NEVER use gasoline or any other flammable liquid to start a grill.
 - When disposing of ashes or used charcoal, pour water on the charcoal or ashes so they will not restart a fire.
 - Never store the charcoal grill in a closet or utility shed after use. Never place on the balcony. Remove the charcoal, douse it with water and wait several hours before placing the grill in storage.
 - Keep children away from charcoal grills.
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 from stands on decks or patios.
 8. No decorative flags shall be displayed except 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 homeowners of The Greens of Penn Oaks.
14. The rules and regulations may be modified, supplemented, or repealed at anytime by the Board.

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. Regular common expense assessments are fixed by the board every fiscal year and, unless there is a default, are payable in 12 equal monthly installments on the first of each month. In case of default, the full annual assessment shall immediately be due and payable. 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 transfer of a unit.
4. If an assessment remains delinquent for thirty (30) days, a notice of delinquency shall be sent 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, may be charged monthly to the unpaid balance.
6. Any legal fees, costs or other expenses incurred by the Association in an effort to collect unpaid Association obligations shall be the obligation of the subject unit owner to pay and such sums shall be posted to the unit owner's account and shall be collectible in the same fashion as ordinary assessments.
7. 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.
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 (the property).
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. The Association's collection rights outlined herein are not exhaustive and shall not limit the Association's rights otherwise allowable by law or the Association's governing documents. 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 within fourteen (14) days from the date of the violation notice, the Board or its designates shall impose a \$25 fine on the unit owner for the violation on the 15th day and on each day thereafter that the violation remains unabated (each subsequent day being considered a separate offense) plus any attorney fees and/or costs that the Association incurs in enforcing compliance.
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. Fines and attorney fees and/or costs incurred in enforcing the Associations rules, regulations and restrictions shall accrue against the home owner's account and the home and shall be collectable in the same fashion as Association assessments.

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.

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. The occupant of any unit must comply with all laws, ordinances, and the rules and regulations of the Greens at Penn Oaks.

Contacting the Homeowners Association, Resident Requests and Board of Directors Meetings

The Board has received questions on how to contact the Homeowners Association, how resident requests are handled and how a resident could attend a Board of Directors meeting.

Step #1

The first step is to direct all questions, comments, inquiries relating to HOA business to Shew Community Management at:

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

Or by contacting Shew Community Management electronically through the website:
www.greensatpennoaks.com.

Any Landscape and/or Architectural Requests should be sent to Shew Community Management. It is important that we use Shew Community Management to receive, time-stamp and process communication.

Step #2

Upon receipt of the inquiry, Shew Community Management will forward it to the Board (or to a committee in the case of a Landscape/Architectural Request).

Step #3

The Board will then consider the inquiry or Landscape/Architectural Request.

If an issue arises, a resident may ask to address a particular issue before the Board.

Please remember to state your name, address, and the issue you want to present in either communication. This will be given to the Board. The Board shall then review and make a determination to allow the resident to appear at the next scheduled board meeting.

Shew Community Management will contact the resident with the information on when to appear.

At the board meeting, the resident will be given time to present the information. After any discussion the resident will depart the meeting and the remainder of the board meeting will continue. The Board asks that the resident be concise in the presentation.

Should the board review a request and find it can be addressed without the resident being present at the board meeting, this will be communicated to them as well as the outcome of the issue.

The board will act on the information presented, depending on the vote of the board. Some issues may take longer than just the board meeting to decide if it needs any studies, professional expertise, resident approval, etc.

The minutes will reflect the transaction between the board and resident as well as the follow up. Ongoing progress, if deemed actionable will be posted on the website to keep the community informed. Any resident appearing on a personal private issue will not have the item included on the minutes posted on the website.

Website

The Community has developed a website to provide for communication with the residents. You can access the Community at www.greensatpennoaks.com.

The website provides current news announcements, events, the homeowners' association budget & fees, the Newsletter, an electronic version of this Green Book, and an electronic version of the Covenants & By-Laws. A downloadable Architectural & Landscape Request Form is available on the website. Multiple links to other sites can be found on the website. The website has contact information and contact form to the Management Company.

To access the member area, use your unit number as the user id (make sure you use a Capital Letter – for example “322G”). The initial password is “gapohoa” (in lower case). When you first log in you will be prompted to change your password. The Member Profile Area is where the homeowners can enter their names and emails. The Sign-up for Electronic notices is where the homeowners can indicate that they wish to receive email notices. The Board requests that each homeowner update their profile and email addresses.

Questions

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

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: 911/610-692-5100
Fire: 911/610-436-4700
Ambulance: 911/610-436-4700

[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: _____