BRADFORD GREENE HOMEOWNERS ASSOCIATION RULES FOR UNIT OWNERS, RENTERS AND GUESTS

The purpose of this handbook is to serve as a convenient guide for members of the Association, residents and their guests. The Association's rules, use restrictions, and architectural guidelines have been established to ensure and maintain the quality of life and protect property values in the Bradford Greene Townhomes.

Townhouse living differs from owning a single family home. Adjustment to this difference is not always easy but you will find that the rules by which our 156 families abide are based on common sense and are intended to promote harmonious and pleasant living.

Your primary responsibilities to your neighbors are: (1) to become thoroughly familiar with the contents of this handbook, (2) to adhere strictly to all provisions, and (3) to see that your family and guests do the same. No rules can ever take the place of courtesy and consideration for one's neighbors. Your cooperation and assistance are appreciated.

The rules, restrictions and guidelines contained herein are duly promulgated by the Board of Directors as authorized under the Declaration of Planned Community and the Bylaws, which govern our Association. These provisions are primarily a restatement of the articles and restrictions contained in the Declaration/Bylaws and other Association documents and are intended to supplement those documents. *Italized sections are specified in the Declaration and can only be amended by a vote of at least 67% of the Association.* The Board of Directors reserves the right to enforce any and all authorized provisions not stated herein.

Nothing herein is intended to supercede the laws and regulations promulgated by the Commonwealth of Pennsylvania, Bucks County and Warrington Township. In those situations where additional approval and authorization are required, it is the homeowners' responsibility to obtain same. It is important to note that even if the Township approves a particular change/use, such a change or use must still be approved by the Board of Directors subject to all Association rules, restrictions, and architectural guidelines.

The Bradford Greene Condominium Association is a separate business Association from the Bradford Greene Townhomes but share in the use and responsibility of grounds and amenities, therefore where Bradford Greene Community is referenced applies to both Condominium and Townhome Association residents.

This statement of rules, restrictions, and architectural guidelines is approved by the Bradford Greene Homeowners Association Board of Directors this 10th day of September 2001.

These rules, restrictions and guidelines are effective December 1, 2017.

Revised effective February 1, 2007 Revised effective June 1, 2011 Revised effective June 1, 2017 Revised effective December 1, 2017

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ASSOCIATION GOVERNANCE

The Association's Declaration and Bylaws are very important documents. If you have not reviewed them, you should, as they contain the basic information which governs the operation of the Association.

Each townhouse owner in Bradford Greene is a member and stakeholder in the Association. The rights and privileges of membership are subject to the payment of assessments levied by the Association, as well as adherence to all community rules, restrictions and guidelines.

The business affairs of the Association are managed by a five-member Board of Directors, each of who volunteers his/her time and makes decisions on behalf of the Association membership. Board members are elected to three-year terms by the Association membership. Elections are held at the annual membership meeting, which usually is conducted in June of each year. Officers of the Association are elected by the Board of Directors at the first meeting of the Board following the annual membership meeting.

The Board of Directors meet in regular session as needed. Board members are required to attend at least 50% of the meetings in a 6-month period and may not miss consecutive meetings. This minimum commitment is necessary to ensure effective governance of the Association. Regards will be given to extenuating circumstances at the Board's discretion. Association members are welcome to attend meetings with advance notice and approval and should contact the management company to make their request.

In accordance with the Declaration and Bylaws, the Association's management agent, Continental Property Management, Inc., is responsible for maintaining the property and enforcing all covenants, rules and restrictions under the direction of the Board of Directors. Failure by the Association, management agent or by any owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

Each unit owner shall pay the common expenses and further assessments pursuant to the provisions of the Bylaws, Article V. Requests from owners including but not limited to pre-approved or other exterior changes will not be considered if an owner is delinquent in their payments to the Association.

1 RULES AND RESTRICTIONS

This summary of the rules and use restrictions is based on the Declarations and Bylaws of the Bradford Greene Townhomes as well as actions of the Board of Directors (as recorded in minutes and noticed to residents). These source documents should be consulted for any topics not covered below.

1.1 ANTENNAS AND SATELLITE DISHES:

Exterior antennas of any kind are not permitted, except as follows. Pursuant to federal law (Telecommunications Act of 1996) and adoption of applicable rules by the Federal Communications Commission, satellite dishes not exceeding one (1) meter in diameter and antennas may be erected under the following conditions:

Satellite dishes must be placed in the least obtrusive location possible, consistent with obtaining an acceptable quality signal. The following locations must be explored by the owner in the priority order as listed: (1) inside the attic of the residence, (2) within landscaped beds to the rear of the residence, (3) within landscaped beds to the side of the residence, (4) within landscaped beds to the front of the residence, (5) on deck or porch surface if the deck/porch is surrounded by a railing or on the inside of the railing if below the rail line, (6) roof installation provided the satellite dish cannot be seen from the street.

Satellite dishes must match the color of the home structure or landscaping if placed at or near the ground, and of the roof color if mounted on the roof. Satellite dish wiring must also match the color of the home structure, be neat and secured to the structure and concealed if possible. Satellite dishes must be for the personal use of the owner of the residence, and are subject to review and approval in all respects by the Board of Directors.

Owners must remove satellite dishes, antennas and wiring upon request of the Association to allow for scheduled replacement of roof shingles at the end of their useful life.

1.2 AWNINGS:

Owners must submit an exterior change form (see attached) for awnings, which are permitted per the following specifications:

- Location rear of townhouse only.
- Must be retractable.
- Motorized or manual awning at owner's discretion.
- ◆ Fabric Color "Natural" as made by Sunbrella or comparable color by another manufacturer or "Beige and Hunter Green" as made by Sunesta or comparable color by another manufacturer.
- Projection of awning cannot extend past the edge of deck or patio.
- Must be retracted when not in use.
- Must be maintained in neat and clean condition at all times.

1.3 BASKETBALL NETS:

A portable/seasonal basketball net--not permanently installed--is permitted under the following conditions:

• Use of the basketball net shall be permitted only during daylight hours, but in any event not before 9:00 a.m., with consideration given to neighboring units.

- Equipment as designed must be freestanding, with weighted moveable base, and cannot be fastened to the exterior of a townhome. Equipment shall be commercially purchased and cannot be homemade.
- The entire net, backboard and support assembly must be secure and at all times present a neat and finished appearance. Equipment shall be maintained in good working order and shall not deviate in appearance from that intended by the manufacturer.
- Equipment shall not be located on the street nor anywhere other than on the owner's driveway.
- Placement of the base shall not be permitted in the lower third of a driveway, nor any closer than ten feet (10') from the sidewalk. Equipment shall be located to minimize potential nuisance factors on neighboring units.
- Net, backboard and support assembly may remain standing in a driveway year round provided they are being used. The net and backboard assembly should be put away in the garage or basement when not being used for two weeks or longer i.e. during the winter months, vacations, etc.

1.4 BIRDBATHS:

Birdbaths not to exceed 3'x2' are permitted in the following locations: the mulched landscaped beds in front or side of the townhouse, on the deck or on the front step/porch. Birdbaths should be of a concrete or "cast" stone material and color so as to blend with the rest of the landscaping. Birdbaths must be kept clean and maintained at all times.

1.5 CLOTHESLINES:

Clotheslines and similar clothes hanging devices, such as lines, reels, poles, frames, etc., are not permitted outside the townhouse.

1.6 COMMON COURTESY & RESPONSIBILITY:

No resident of any unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment of another unit or the common areas; or which creates or results in a hazard or nuisance to other residents.

The owner shall be required to keep the townhouse and unit in a reasonable, neat and well-appearing condition.

Unit owners shall be held responsible for the actions of their minor children, their guests and lessees.

1.7 DECK STORAGE CONTAINERS:

Storage containers on your deck or patio should not exceed the maximum size of 36 inches high by 72 inches long by 30 inches wide.

1.8 EASEMENTS:

The easements behind and between buildings throughout the community are for use by middle unit owners for pedestrian use only, and no vehicular access shall be permitted, to their backyards. The easements also enable access for inspection, maintenance and repair of utility and service lines/systems. The easements are not to be used as walkways or "cut-through" for convenience or recreation.

Most of the property between neighboring units is privately owned, and there are only a few common areas between adjoining properties anywhere in the development.

Easements are on private property and the rights of the individual homeowners are to be respected at all times.

Riding of bicycles between or behind buildings is prohibited.

1.9 FENCES:

No fences shall be permitted on or within any unit.

1.10 FIREARMS, HUNTING & TRESPASSING:

The carrying and (or) use of firearms is permitted in accordance with Pennsylvania law. Other weapons including BB guns, pellet guns, paint ball guns and bow-and-arrow are not permitted to be carried or used in any Bradford Greene properties.

1.11 FIRE PITS AND TIKI/DECORATIVE TORCHES:

Propane, charcoal or electric fueled fire pits are permitted. Firewood is not permitted to be used in fire pits on decks.

Fire pits, torches and anything that has an open burning flame must be attended at all times when in use. Open flames must not be used near combustible material and must be completely extinguished when not in use. For safety sake, it is recommended that a hose line or fire extinguisher must be within arms reach when fire pit, torches or anything that has an open flame are in use.

1.12 FLAGS:

American flags and military flags are permitted to be displayed. One decorative flag, not to exceed 24 by 18 inches is permitted in mulched beds only.

1.13 FLAMMABLE STORAGE:

No tank for storage of gas or flammable liquids may be maintained on any lot or unit, except as follows. A 20-pound tank of propane and/or a 5-gallon container of gasoline or kerosene may be kept on an owner's property.

1.14 GARDEN HOSE STORAGE:

Hose reels/boxes are permitted in front only if it can be buffered by landscaping; otherwise they are permitted on the side or back of the unit. If not stored in a reel/box, hose must be neatly stored in coiled position.

1.15 HOLIDAY DECORATIONS:

Holiday decorations and lights are permitted 30 days before the holiday and must be removed within thirty (30) days following the holiday.

1.16 HOT TUBS:

Hot tubs are not permitted outside the townhouse.

1.17 LAWNS & LANDSCAPING:

Owners/residents are responsible to maintain their respective lot, including the lawns and landscaping, in a neat, well appearing, orderly and attractive condition at all times.

<u>PLEASE NOTE</u>: Although pre-approved - Owners <u>MUST STILL</u> submit exterior change form (see attached) with plan to acknowledge landscaping to be installed is in accordance with these specifications:

Owner must submit exterior change form for all other items not covered under these specifications.

- Planting beds and plants permitted to be installed around front entrance sidewalk, townhouse foundation, deck and patio (if applicable) to a maximum width of three (3) feet. All maintenance of landscaped beds and plantings installed by the owner, are the responsibility of the owner. In other words maintenance of landscaped beds and plantings on your property, are the responsibility of you the homeowner.
- Planting beds and plants cannot extend down driveway
- ◆ Trees are not permitted in planting beds except those that are ornamental or dwarf species
- Maintain beds and plants in neat condition at all times
- ◆ The addition or replacement of plants in existing beds is permitted without exterior change form
- Vegetable gardens are not permitted; vegetables planted in pots on decks or patios is permitted

The Association shall provide grass cutting of and turf application for lawns on units and mulch builder installed trees. The owners shall be responsible for all replacement and reseeding of lawn areas, if necessary.

It is also the responsibility of the Association to maintain the trees, bushes, lawn areas, etc. in the common areas, including pruning, landscaping, reseeding and chemical applications. No changes and improvements to common grounds can be made without prior express written permission of the Board of Directors.

1.18 LAWN ORNAMENTS:

Lawn ornaments not exceeding 24 inches in height are permitted to be placed in mulched beds or front door patio areas.

1.19 LEASING OF UNITS:

Lessees are required to abide by all Association rules and restrictions. The owner is responsible for the conduct of his/her tenants with respect to the Association rules and restrictions.

The owner of any rental unit shall provide the tenant thereof with a copy of all applicable rules and restrictions, and shall see to it that the provisions are followed at all times.

The owner of any rental unit must complete the Renters Agreement Form (see attached) and return to the Association within seven business days of signing the lease or rental agreement.

1.20 MOTOR & RECREATIONAL VEHICLES:

All motor vehicles shall be maintained in proper operating condition. Vehicles that may constitute a public hazard or nuisance (e.g., noise, exhaust emissions, or otherwise) are prohibited.

No owner/resident shall store or permit to be stored any inoperable, unregistered and/or uninspected vehicle on the property

No owner shall park, store or keep on the street or on any area within the property any commercial type vehicle (any vehicle over one ton capacity, vehicle with visible

equipment, lettering, dump truck, cement mixer truck, oil or gas truck, delivery truck and any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home, all-terrain vehicle, snowmobile, or other similar vehicle, upon any covered or uncovered parking space, so as to be visible from anywhere on the property. Emergency vehicles as defined by Pennsylvania law excluded. The above shall not include trucks up to and including one (1) ton capacity pick-up trucks when used for personal, noncommercial transportation and subject to approval by the Board. No owner shall conduct repairs or restoration of any motor vehicle or recreational vehicle upon any portion of the property. This includes any noxious, unsightly, or offensive activity which is or may become a nuisance to other residents.

Vehicles may not be driven over any portion of the property other than paved roadways and parking areas. Motor-driven recreational vehicles of any kind, including motorbikes and snowmobiles, are strictly prohibited in the common areas and detention basin. Unregistered motorized scooters, dirt bikes, 4 wheelers, motorcycles, etc are strictly prohibited from being driven/ridden on community roads, sidewalks and common areas.

Car covers are permitted provided they meet the following guidelines:

- Must be solid color with no logos or designs
- Must be secured (bungee cords, rope, etc. may not be visible)
- Must be clean with no stains or holes
- ♦ Must cover the entire vehicle down to at least 1/2 of all wheels
- May only be used while in driveway of home if garage cannot be used or is not an option.

1.21 NUMBERS:

House numbers must be style original to community or brass colored.

1.22 PARKING & SPEED LIMIT:

The community speed limit is 15 mph or as otherwise posted. All vehicles are required to come to a complete stop at all stop signs. The above rules serve as first notice. Any person violating these rules will be subject to an automatic fine of \$100.

The Bradford Greene Townhomes own, maintain, and control Cedar Waxwing Drive, Mockingbird Way and Bradford Greene Drive as private roads. Parking is difficult in a densely populated community such as Bradford Greene and the Association implores your cooperation.

Owners/residents shall be considerate of other occupants and park their vehicles accordingly.

Parking of vehicles for prolonged periods, three days or more, on any of the streets and parking areas, the "Common Areas", is prohibited. Owners vehicles and your guests vehicles which will not be driven for three days or more should be parked in the owner's driveway or garage and NOT parked on the community streets or common area parking spaces.

<u>The rules below serve as first</u> notice that any person violating these rules will be subject to an automatic fine of \$100.

No parking within thirty feet (30') of an intersection.

No parking within an intersection.

No parking within thirty feet (30') of any stop sign.

No parking within twenty feet (20') of a crosswalk at an intersection.

No parking within fifteen feet (15') of a fire hydrant.

No parking where any sign or markings prohibit parking.

No parking in front of a public or private driveway.

No parking on or blocking any sidewalks, including those that cross over a driveway.

No parking on the grass.

No parking in front of mailboxes or within thirty feet (30') of any mailbox.

Vehicles must be parked parallel to and within six inches (6") of curb lines. No parking perpendicular to curb lines. Parked vehicles must face in the direction of traffic flow i.e. Park on the right side of the street so that the right side of the vehicle is next to the curb.

All parking regulations also pertain to parking and waiting at bus stops. Safety is the concern and congestion of vehicles at a bus stop makes it difficult for drivers to see the children and parents who are waiting for a bus.

Any illegally parked vehicle is subject to be towed without further notice to the vehicle's owner. Towing and storage fees are the responsibility of the vehicle owner.

1.23 PET CONTROL:

Pets must be leashed at all times and kept under control when not on their owner's property.

Pet leashes may not exceed six feet (6') in length.

All solid pet waste must be picked up, bagged and disposed of in the pet owner's trash.

The permitted areas for pets to relieve themselves are their owner's property, common area property and the area between the sidewalks and the street curb. Pet owners are responsible for the immediate removal of their pet's solid waste from anyplace the pet left it. It is required by law! Pet owners are not permitted to allow their pet to roam or soil on another owner's property.

Owners are responsible for any property damage, injury, or disturbance caused by pets belonging to themselves, their guests or their lessees.

The raising or maintenance of animals for commercial use is prohibited. No livestock, fowl or poultry may be kept on any lot.

1.24 PET FINES:

This rule serves as first notice. Any person having possession, custody or control of any dog or other pet which defecates on any resident's private property or any public area of the Bradford Greene Homeowners Association property is required to immediately remove any feces from such surface and carry same away for disposal in a toilet or place same in their own non-leaking container for deposit with their personal trash. Any person who shall violate this rule shall, upon report of violation, receive an initial penalty of \$100 which shall be immediately due to the Association. PETS ARE NOT ALLOWED ON ANYONE'S PROPERTY EXCEPT THEIR OWN.

If the pet violation occurs a second time, a second fine will be imposed. If it occurs a third time, both a fine will be imposed and the owner will be asked to appear before the

Board at its next regularly scheduled meeting to discuss the owner's pet responsibilities. If the owner does not appear before the Board, an additional automatic fine will be assessed. If the incident occurs again, a fine will be assessed.

1.25 PLAYGROUND:

The use of the Association's playground is restricted to residents of the Bradford Greene Community and their guests. Guests are not permitted to use these facilities unless accompanied by a resident.

Playground hours are from dawn to dusk.

Children under the age of ten (10) must be accompanied by a responsible adult. Children must be supervised at all times.

Play at your own risk.

Pets are not permitted in the playground area at any time.

1.26 POP-UP TENTS:

Temporary pop-up tents are permitted per the following specifications:

- ◆ Location on owner's property only.
- Must be maintained in neat condition at all times.
- Must be down and put away when not in use.

1.27 RECREATION & PLAY EQUIPMENT:

Toddler play houses/gyms, slides, bulky sports equipment and the like are permitted in rear yards only with consideration given to lot size, equipment size and design, and must be stored next to the rear of the house when not in use. One item may be neatly stored on the front porch. Basketball nets are permitted as otherwise specified (see "Basketball Nets" above).

No swimming pool is permitted except for a child's wading pool. The pool shall be empty of water at all times when not attended by a responsible adult. Pools must be stored in the house, garage, or next to the house when not in use.

Ramps for use with skateboards, bicycles, etc. are strictly prohibited.

1.28 RESIDENTIAL USE ONLY:

All units are restricted specifically to residential use. No form of commercial or non-residential use or activity is permitted on any lot.

1.29 SIDEWALKS:

Each owner is responsible for the sidewalks on or alongside and to the front of his/her property, including repairs and maintenance.

Sidewalks must be kept free and clear of obstructions at all times, including parked vehicles, shrubbery (and other landscaping), trash cans, recycle bins and debris.

Salt should <u>not</u> **be applied to concrete sidewalks if icy-** only materials recommended for concrete should be used.

1.30 SIDEWALK LIGHTS:

Low profile front door sidewalk lights are permitted for installation in the landscape beds. Lights down the driveway are not permitted.

1.31 SIGNS:

A single, small, non-illuminated name sign on the door of a townhouse is permitted.

One (1) "For Sale" or "For Rent" sign in the window of the townhouse is permitted. "Open House" signs and "Yard Sale" signs are permitted on the day of the event only and must be removed promptly by the end of the day.

Signs are not permitted to be posted or hung on mailboxes, streetlights, entrance signs or any other Association property at any time.

One contractor sign may be displayed during an approved exterior or interior change project but must be removed upon completion of project.

1.32 SNOW-PARKING DURING PREDICTED SNOWFALL:

This rule serves as first notice. If snowfall is predicted to occur in a weather forecast, residents must remove their vehicles from all streets, except the designated parking areas, from the time the snowfall starts until 48 hours after the snowfall ends. The designated snow parking areas are noted on a map contained in the rules – on Bradford Greene Drive, the side next to the wood line at Area 1 and next to the old gazebo at Area 2; on Mockingbird Way, the side next to the wood line at Area 3; all overflow parking at Areas 4. Violators will be subject to an immediate \$100 per incident fine and towing costs. This update is everyone's first warning, for future forecasted snowfalls. Cars parked in the non-designated areas will be subject to fines and/or towing at owner's expense.

1.33 STORAGE SHEDS:

Storage sheds are not permitted.

1.34 STORAGE PODS & DUMPSTERS:

Owners must submit an exterior change form (see attached) for storage PODS & dumpsters, which are permitted per the following:

- Permitted in owner's driveway only and must not block sidewalk.
- Intended for short term moving or home renovation and not long term storage.
- Owners are responsible to repair any damage to property as a result of storage POD or dumpster.

1.35 TRASH COLLECTION & DISPOSAL:

The current pick-up day is Monday and is subject to change for a Federal Holiday and change of Trash Company.

Garbage must be deposited in a closed metal or plastic container or the toter provided by the trash company. The only exception shall apply to non-perishable items that are too large for enclosure in such a container. Containers and toters should be kept inside your garage or behind the townhouse on non-trash days.

The Association provides curbside pickup once per week. All containers, toters, recyclables and bulk items should be placed near the curb by either placing said items in the apron area of your own driveway or on the grass covered area between the street and

sidewalk. No containers, toters, recyclables or bulk items should be placed in the street or on the sidewalk. Cardboard boxes should be flattened and tied in bundles for pickup.

Trash containers, toters, recyclables and bulk items should be placed at the curb the evening before pickup according to the following times:

- For the period from March 1 through October 31, no earlier than 6 PM of the night before pickup
- For the period from November 1 through February 28, no earlier than 4 PM of the night before pickup

Toters and bins need to be removed from the curb and returned to your garage or rear of your home by the end of the collection day, currently Monday.

If you move, all toters and recycling bins provided by the Association's trash company must remain for the new home owner or tenant. If you need a replacement toter or recycling bin, contact the trash company.

Electronic devices including but not limited to flat panel televisions, tube style televisions, computers, computer monitors, printers and all other electronic devices are hazardous waste and per PA law may NOT be disposed of with your weekly trash. At times Bucks County may host several hazardous waste pickup events every year for disposal of both chemical and electronic waste.

Bulk items must be called in for pickup. There is a limit of one bulk item per month for no extra charge. There usually is no additional charge except for those items that require special disposal (e.g. refrigerators) or for more than one (1) bulk item per month. Any additional charges are the responsibility of the individual home owner.

1.36 WINDOW AIR CONDITIONERS:

Window air conditioners are not permitted.

2 ARCHITECTURAL GUIDELINES

This summary of the Architectural Guidelines is based on the Declaration and Bylaws of the Bradford Greene Townhomes as well as actions of the Board of Directors (as recorded in minutes and noticed to residents). These source documents should be consulted for any topics not covered below.

Owners must submit an Exterior Change Form (see page 16), for all exterior work, <u>even</u> <u>for pre-approved changes</u>.

2.1 EXTERIOR CHANGES & PAINTING:

In accordance with Article IX, Section 9.2(a) of the Declaration for Bradford Greene Townhomes:

"The owner of a townhouse shall maintain the appearance of the exterior of the townhouse as originally constructed, including but not limited to keeping the original exterior color scheme and materials."

The provision set forth above clearly prohibits a townhome owner from painting/changing the color of any exterior trim or siding. If and when an owner wishes to repaint an exterior surface, the owner must use a paint/stain that matches the original color as closely as possible.

Except for routine upkeep and maintenance in strict conformity with the above, the exterior of any unit may not be altered without the prior written consent of the Board of Directors. This includes (but is not limited to) windows, doors, garage door replacements, radon remediation, roof shingles, and siding replacement.

The simple rule of thumb is: if the replacement or improvement does not match--in every respect--the existing structure, you are required to obtain prior approval. When in doubt, you are well advised to seek guidance from a member of the Board of Directors or management company representative.

Requests for changes or improvements, which shall contain detailed plans and specifications, must be submitted in writing to the Board of Directors.

Violations of the approval process will result in an automatic \$125 fine. This fine would be assessed for failure to apply for an exterior change or for implementing a change other than what was approved.

2.2 DECKS/PATIOS:

Owners must obtain written approval of the Board prior to beginning construction, expansion or improvement of a deck/patio.

If you are planning to construct a deck/patio, please be considerate of your neighbors. Buffer plantings are strongly recommended, where necessary, to help offset any possible negative impact on neighboring units.

A set of plans, with drawings indicating dimensions and builder specifications, must be submitted in writing to the Board or management company for review and approval prior to the installation and/or expansion of all decks.

Drawings must be in sufficient detail to determine conformity with all requirements specified below. Material brands and color must be included with request.

Whenever possible, the Board will respond to all such requests within five to seven (5-7) days of receipt of the complete plans. To facilitate a timely reply, all submitted plans should be signed by the owner and include the street address, as well as day and evening phone numbers.

Once the Board approves a deck plan, the owner must obtain all necessary building permits and inspections required by Warrington Township.

The Board will conduct a follow-up inspection after construction is completed.

General specifications:

- ◆ Size 400 square feet maximum per deck or patio
- Material Pressure treated or cedar wood and composites (e.g. Trex)
- ◆ Color Wood tones only. The stain color should be submitted to the Homeowners Association for approval prior to using it.
- ◆ Spindles Right angle to deck, no designs permitted
- Only clear or wood-tone stains are to be applied to decks.

2.3 GARAGE DOOR REPLACEMENT:

Garage doors may be replaced with a style that matches builder installed door.

2.4 PRIVACY FENCE/LATTICE:

Privacy fences/lattice may be installed vertically as a privacy screen between adjoining (side-by-side) rear decks, subject to approval by the Board. However, privacy fences/lattice shall be limited in width and height so that no screen extends more than eight feet (8') from the rear structure of a unit, nor any higher than six feet (6') from the top of the deck surface.

Privacy fence/lattice cannot extend across the back of a deck, nor can any deck or porch be boxed in with lattice or in any other manner.

Only clear or wood-tone stains are to be applied to privacy fences/lattice. The stain color should be submitted to the Homeowners Association for approval prior to using it.

2.5 RADON REMEDIATION SYSTEMS:

Owners must submit an exterior change form for radon remediation systems.

2.6 STORM & SCREEN DOORS:

Must conform to the color of the solid exterior door or must be white or beige in color and be full view in style

3 ENFORCEMENT PROCEDURES

The enforcement procedures described below are based on the Declaration and Bylaws of Bradford Green Townhomes as well as actions of the Board of Directors (as recorded in minutes and noticed to residents). These source documents should be consulted for any topics not covered herein.

3.1 REPORTING VIOLATIONS:

Complaints concerning violations of the rules and restrictions, guidelines, or any provision of the Association's Declaration and Bylaws by an owner and/or resident must be submitted, in writing, to the Board of Directors or management company, signed by the owner. Members of the Board of Directors, committee members (if so authorized), and management company representatives may verbally report any violation.

The complaint must be in sufficient detail to determine whether a violation has occurred.

3.2 INVESTIGATION:

A member of the Board of Directors, an authorized committee member or representative of the management company shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.

3.3 VIOLATION NOTICE:

If a violation occurred, the Association will send a written violation notice describing the violation to the owner and/or resident to start any action which may be necessary to correct the violation within a timeframe as determined by the Board of Directors. Upon receipt of a violation notice, an owner may request a hearing before the Board of Directors to discuss the violation. All requests for a hearing must be in writing and submitted within five (5) days of the violation letter.

If a violation is not corrected within the specified timeframe, a second notice will be sent by certified mail and administrative costs assessed to the owner. This second notice will again inform the owner and/or resident of the violation, the action required to correct it and the fine or other penalties imposed by the Association.

3.4 HEARING:

Owners shall have the right to a hearing, which could either be conducted by a committee responsible for rules enforcement or by the Board of Directors.

If the hearing is conducted by a committee, the owner may appeal the committee's decision to the Board of Directors. Any decision rendered by the Board of Directors is final.

3.5 FINES & PENALTIES:

If an owner and/or resident does not comply with the initial notice, the Board of Directors may impose penalties and/or fines. The penalties could include loss of Association privileges such as use of recreation facilities and voting at membership meetings, etc.

Depending upon the seriousness of the violation, the fine could either be enacted for each incident or a fine charged for each day the violation remains uncorrected. The Board of Directors has full authority to establish the amount of fines and loss of privileges or other penalties as outlined in the Declaration.

When a fine is imposed, notice will be mailed to the owner. The amount charged is due upon receipt of notice.

3.6 NON-COMPLIANCE:

In the event that an owner and/or resident does not comply with the violation notice and/or does not pay the fines assessed by the Association, the Board of Directors may file legal action against the owner for collection of the fines and compliance with the Association's rules and guidelines. Any expense associated with legal action, including court fees, attorney fees, etc., which may be incurred by the Association, shall be added to the complaint and become the responsibility of the owner to pay.

When a judgment is awarded by the Court and remains unpaid, the Board of Directors may place a lien, for the amount of the judgment, against the owner's property.