

**Brynfield Homeowners Association
Enforcement Policy
Adopted by the Executive Board: August 21, 2007**

Purpose

To define procedures for the Brynfield Homeowners Association (the "**Association**") for the enforcement of the terms and conditions contained in the Brynfield, A Planned Community Declaration, as amended from time to time (the "**Declaration**") and the Rules and Regulations adopted by the Executive Board from time to time pursuant to Article VII, Section 1 (d) of the Declaration (collectively with the restrictions contained in Article V of the Declaration, the "**Rules and Regulations**").

Policy

The Executive Board of the Association hereby adopts the following general policy for the purpose set forth above:

1. **Power.** The Executive Board shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Executive Board and impose fines or other sanctions, pursuant to this Policy and the procedures set forth herein. The Executive Board may determine enforcement action on a case-by-case basis, and take other actions, as it may deem necessary and appropriate to assure compliance with the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations promulgated thereunder, and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Declaration, Articles of Incorporation, Bylaws, or the Rules and Regulations (the "**Governing Documents**") and the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §§5101 – 5414 (the "**Act**"), and the Association is not required to follow these enforcement provisions before seeking any other remedies contained therein. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

2. **Complaint.** A proceeding to determine if the Governing Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint by any Unit Owner (a "**Complaint**") with or by the Executive Board. The Complaint shall state the specific provision(s) of the Governing Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved.
3. **Notice of Complaint and Right to Hearing.** Upon receipt of a Complaint, if the Executive Board determines that the allegations in the Complaint are sufficient to constitute a violation of the Documents and that action is warranted, the Association shall send a notice to the person(s) (the "**Respondent**") alleged to have violated the Documents, by prepaid, first class

United States mail, addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the following (1) the details of the Complaint or include a copy of the Complaint; (2) the action that may be taken; (3) The Respondent's right to be heard, either orally or in writing, by the Executive Board or by a tribunal or committee appointed by the Executive Board at the next meeting of the Executive Board which is at least fifteen days after the date of the notice (which request for a hearing shall satisfy the requirements of notice and the opportunity to be heard pursuant to section 5302(a)(11) of the Act); and (4) the Executive Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances if the Respondent fails respond or to appear at the specified date and time or otherwise respond to the Complaint. **The Executive Board may determine that the Respondent's failure to respond within fifteen (15) days of the mailing date of the said notice, or the Respondent's failure to appear at the hearing, if a hearing is requested by the Respondent, constitutes a no-contest plea to the Complaint and the Executive Board may take such action as it deems appropriate.**

4. **Hearing.** If the Respondent requests a hearing, the hearing shall be held at time, place and date determined by the Executive Board, who shall use reasonable efforts to coordinate the schedules of all parties involved. The Executive Board may grant continuance(s) of the hearing for good cause. The Executive Board or committee appointed by the Executive Board *may*: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Executive Board or committee to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend and the failure to attend may be granted such weight as the Executive Board or committee deems appropriate. If a committee is appointed to conduct the hearing, the committee shall make a recommendation to the Executive Board for consideration at the next Executive Board regular or special meeting. Each hearing shall be open to attendance by all Members of the Association.
5. **Decision.** If the Respondent does not appear but a written response is filed, the Executive Board shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the Executive Board need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to appear or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Documents, or both. If an appearance is made, after all testimony and other evidence has been presented to the Executive Board or a committee at a hearing, the Executive Board shall render its decision(s) as the Executive Board shall deem to be fair and reasonable taking into consideration all of the relevant facts and circumstances and the best interests of the Association and the Development. Except as provided herein, the

Executive Board's decision shall have an effective date no sooner than fifteen (15) days after either mailing of the decision to the Respondent or actual receipt of the decision of the Respondent (which may occur orally at the hearing), whichever first occurs. If the Executive Board does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Executive Board will mail a written decision to the Respondent's address of record via regular U.S. Mail within fifteen (15) days after conclusion of the hearing.

6. **Enforcement/Attorney's Fees and Fines/Sanctions.** The provisions of this Policy shall not limit, or be a condition precedent to, the Association's right to enforce the Governing Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under this Policy. Without limiting the Association's remedies under the Governing Documents and/or the Act, the Association may assess fines and suspend membership privileges in accordance with this Policy. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. The Executive Board may revoke or suspend the violator's privileges for a period of time equal to the duration of the violation, except that any suspension of voting rights of a Member shall not exceed sixty (60) days following any violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to sixty (60) days thereafter. Fines may be levied for violations of the Documents as follows:

\$25.00 per violation.

\$50.00 per violation for offenders who previously have been cited and/or fined at least twice before.

At the Executive Board's discretion, the Executive Board may find that any uncured violation, after Notice and the opportunity to be heard pursuant to this Policy, may constitute a new violation for each day or other time period (e.g. each week or month) that the violation remains uncured. A member or guest who accumulates more than three (3) violations within any 12-month period will be deemed to be a habitual offender. Without limiting the Executive Board's ability to fine or suspend membership privileges in accordance with this Policy, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to such fines as the Executive Board deems appropriate under the circumstances without regard to the schedule set forth above.

The record Owner of real estate subject to the Declaration shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, family members, and guests. Fines imposed pursuant to the enforcement Policy shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration

and/or the Act including, without limitation a lien against the Unit Owner's property pursuant to section 5315 of the Act.

7. **Violations or Offenses that Constitute a Present Danger.** If, in its sole discretion, the Executive Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the Development or an individual, the Executive Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 6 above.
8. **Miscellaneous.**
 - a. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.
 - b. The provisions of this Policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
 - c. As used herein, the term Executive Board shall include any tribunal or committee appointed by the Executive Board.
9. **Effect.** This Policy shall be effective immediately and shall supersede any previous Policy adopted by the Association on the subject matter hereof.
10. **Exceptions.** Notwithstanding any provision set forth in this Policy, the Executive Board shall have the discretion to take any action, or refrain from taking action, that the Executive Board deems to be in the best interests of the Association and its individual members based on individual facts presented by any Unit Owner, Complainant or otherwise. Further, any action, or refraining from taking action, against any one or more Unit Owner(s) shall have no precedential effect or impact upon any decision for any other Unit Owner(s). By way of example and not limitation, the Executive Board may allow the continuing existence of a violation that commenced prior to the turnover of control of the Association to the Unit Owners from the Declarant, but enforce the same violation against a Unit Owner who commenced the same violation after such turnover; provided however, absent such clear distinguishment, the Executive Board may not consciously discriminate against Unit Owners. For purposes of this provision, Executive Board action based on a Complaint filed shall constitute a sufficient distinguishment of facts to take action against a Unit Owner subject to such Complaint, but not take action against a Unit Owner against whom a Complaint is not filed. That is, the Executive Board may chose to only react to written Complaints rather than become a policing agent throughout the Development.

Brynfield Homeowners Association Rules & Regulations

The Brynfield Homeowners Association Executive Board enacted the following Rules and Regulations at its August 21, 2007 meeting. These Rules and Regulations are derived from the First Amended Declaration and the Bylaws which were provided to you at the time of purchasing your home in Brynfield. Along with these Rules and Regulations a method of enforcement is also included. You will note that a fine structure for failure to follow the Rules and Regulations is also included.

These Rules and Regulations, as well as the fine structure, have been implemented based on the requests of homeowners for the enforcement of the covenants we all agreed to live by upon purchasing homes in Brynfield. The Rules & Regulations, Enforcement Policy and Fine Structure will be effective as of October 1, 2007.

- 1) Excepting any original construction, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Brynfield, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kinds, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Executive Board.
- 2) No tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any lot.
- 3) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling or on any lot, except that dogs, cats or other domesticated household pets may be kept (*provided that they are not kept, bred or maintained for any commercial purpose*).
- 4) No garbage, refuse, rubbish, or cutting shall be deposited on any lot, street, sidewalk or parking area, except for trash and recycling containers placed at appropriate locations for collection no more than 24 hours prior to collection. All trash must be securely placed within a garbage can or some type of container. Garbage cans and recycle bins must be removed from the collection area no more than 18 hours after collection. All trash cans and recycling containers must be stored within homes or in an inconspicuous location at the rear of homes.
- 5) No non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any property in Brynfield, other than may be used by Declarant, its agents, or its contractors in conjunction with building operations, or association authorized snow removal equipment.
- 6) No commercial vehicles, except delivery and service vehicles, or construction vehicles used by Declarant, its agents or contractors, are permitted in Brynfield. Commercial vehicles are defined as those with signs or printed advertising exceeding an area of 18 inches by 18 inches.

- 7) The following types of vehicles are prohibited in Brynfield (*other than in connection with construction activities of Declarant*): buses, step vans (*not including handicapped accessible vans*), tractor trailers, flat-bed trucks, recreational vehicles, dual axle vehicles, tractors, straight-bed trucks, trailers (*all types*), dump trucks, and tow trucks. Recreational vehicles may be parked in Brynfield up to 24 hours during loading and unloading of equipment and supplies for use within the recreational vehicle.
- 8) No boats of any type shall be permitted to be parked in Brynfield.
- 9) No outside radio or television antennas shall be erected on the property of a Unit within Brynfield. A small satellite dish is permitted, provided that its location and size are approved by the Architectural Review Committee. A satellite dish will not be permitted on the front elevation of a building.
- 10) No noxious, unsightly, or offensive activity, including vehicle repairs (*except that resolving minor emergencies, such as changing a flat tire, is permitted*), shall be conducted on a lot or other property in Brynfield nor shall anything be done on a lot that is an annoyance or nuisance to other homeowners at Brynfield.
- 11) No sign of any kind shall be displayed to public view on any lot or improvement thereon except for (i) directional signs, (ii) a one-family name sign of not more than 144 square inches and (iii) temporary REALTOR signs advertising the property for sale. No sign may be placed in a common area without the approval of the Executive Board.
- 12) No Unit shall have a fence, except that buried electronic wire fences for dog control shall be permitted.
- 13) No Unit shall have a swimming pool.
- 14) No part of the premises herein described shall be used for any illegal, offensive or obnoxious purpose, and any structure erected upon any of the lots or any part of the land shall be so built to as near as possible harmonize with the type of construction throughout the planned community. No grocery store or meat dispensing store, no barber shop, beauty parlor, doctor's, dentist's or chiropractor's office, confectionary or drug store, nor any other type of business or commerce of any kind or nature shall at any time in the future be carried on upon any lot or lots included within the planned community. Nor shall any dwelling house or other building erected upon said land or any part thereof be later converted for any of the uses hereinbefore prohibited, nor shall any such business or uses be carried on in any fashion upon said property at any time, nor shall part of the same be used for warehousing or storage of articles of commerce, business or industry.

Brynfield Declaration, Article V, Section 2: Reasonable rules and regulations, not in conflict with the provisions of *[the Brynfield]* Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Association or its Executive Board.

**BRYNFIELD HOMEOWNERS ASSOCIATION
FIRST AMENDMENT TO BYLAWS**

Preamble:

WHEREAS, the Brynfield Homeowners Association (the "Association"), acting by and through its duly elected Executive Board adopted the Bylaws for the Association (the "Bylaws") on or about January 12, 2001); and

WHEREAS, the Bylaws provide that they may be modified or amended only by a majority vote of participating Unit Owners at a meeting duly called and attended by a quorum; and

WHEREAS, the following amendments to the Bylaws were approved by a majority vote of those Unit Owners participating at the duly called and convened annual meeting of the Association on June 28, 2006, at which a quorum was present.

NOW THEREFORE, the Bylaws of the Association are hereby amended as follows:

Late Fees:

Article V, Section 12 of the Bylaws is hereby amended and restated in its entirety as follows:

Section 12. Collection of Assessments. Any assessment for Common Expenses or any other amounts owing by any Unit Owner that is not paid within ten (10) days after its due date shall accrue a late charge in the amount of fifteen (15%) percent of the overdue assessment or amount in addition to interest at the rate of twelve (12%) percent per annum until paid in full, or such other late fee or interest rate as determined by the Executive Board from time to time. The Executive Board shall take prompt action to collect any assessments for Common Expenses or other amounts due from any Unit Owner that remain unpaid more than thirty (30) days from the due date for payment.

Audits:

Article V, Section 9 of the Bylaws is hereby amended and restated in its entirety as follows:

Section 9. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against participating Unit Owners or from any other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be reviewed at least once each year by an independent accountant retained by the Executive Board.

CERTIFICATION

I, the undersigned, do hereby certify as follows:

That I am the duly elected Secretary of the Brynfield Homeowners Association, Inc., a Pennsylvania nonprofit corporation.

That the annual meeting of the Association was duly called for and was convened on June 28, 2006.

That a quorum of Unit Owners, constituting twenty (20%) percent of the Unit Owners, was present in person or by proxy at said annual meeting.

That a majority of the Unit Owners present in person or by proxy at said meeting voted to approve the foregoing First Amendment to Bylaws.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation as of the 28th day of June, 2006.

Brynfield Homeowners Association, Inc.

By: _____
Secretary