



Linfield Woods Homeowners Association

c/o Premier Property & Community Management

P. O. Box 555, Royersford, PA 19468

Phone: (610) 283-0703 • Fax: (610) 792-9958

E-Mail: PropMgr@lw-hoa.org • Website: www.lw-hoa.org

RULES AND REGULATIONS

Effective: November 1, 2006

In accordance with the powers and responsibilities granted by law and the governing documents of the Linfield Woods Homeowners Association “to adopt and publish Rules and Regulations governing the use of the Common Areas and Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof,” the Association’s Board of Directors has established the following Rules and Regulations to govern the use and operation of the properties known as **LINFIELD WOODS/LINFIELD KNOLL** and the use of the common areas and facilities, for the enjoyment of all residents. These rules have been formulated not only for the safety and welfare of the residents, but also to protect the owners’ privacy, property and the quality of your investment. These rules shall apply to all present and future owners, lessees, and occupants of the units and of the common elements, their agents, employees and guests.

GENERAL RULES

- 1) The sidewalks, entrances, passages, courts and other public areas of the property shall not be obstructed or used for any other purpose than ingress to and egress from the units in the property.
- 2) Each unit owner or unit resident shall keep his or her unit, including any deck or patio, in good state of preservation and cleanliness. The deck or patio of any unit may not be used as a “storage area” or in any manner which may detract from the overall appearance of the unit. Trash cans or recycling bins may not be placed on any deck or patio.
- 3) **NO** awnings or window guards may be erected or maintained on any portion of the townhouse unit. Storm window installation shall be the same color as the building trim.
- 4) Storm doors must be consistent with those provided by the community developers. All storm doors in the Woods must be **WHITE ALUMINUM FULL VIEW, 1-1/4” thick**, and include a lower kick panel. Storm doors in the Knoll must be **WHITE ALUMINUM FULL VIEW, 1-1/4” thick, with NO** lower kick panel.
- 5) Window treatments such as curtains, draperies, blinds, etc., shall be **OFF WHITE** or **WHITE** on the exterior side.
- 6) **NO** clothes line or household fabrics shall be hung, dried or aired in the property.
- 7) **NO** tent, shed, above-ground pool or dog houses are permitted anywhere within the property.
- 8) Fireplaces and chimneys will be cleaned and maintained on a regular basis and proof of compliance may be required by the Association. Units with natural gas fireplaces shall burn **NO** materials or fuels other than **NATURAL GAS**.

- 9) **NO** solar panels, radio or TV antennas, or antennas of any type except approved satellite dishes, shall be erected or maintained in the townhouse area. Approved satellite dishes must be installed on the rear of the building under the roof eave whenever technologically possible, and may never be installed in a manner that will interfere with landscaping or other maintenance services.
- 10) **NO** signs except real estate "FOR SALE" signs shall be inscribed or exposed on or at any window or any other part of the property without the prior written consent of the Board. Prohibited signs include, but are not limited to, notices, advertisements, political endorsements, and the like.
- 11) **NO** ventilator or window air conditioner units may be installed at any time within the property.
- 12) Except for seasonal and holiday decorations, the exterior of the units shall not be decorated in any manner by the unit owner, nor shall any article be hung from the doors or windows or placed upon the exterior window sills of the units. Holiday decorations may be placed outside no more than four (4) weeks prior to the holiday season and shall be removed within two (2) weeks after the holiday.
- 13) Residents shall not make or permit any disturbing noises and/or acts in or around any building which will interfere with the rights, comforts or conveniences of other residents. Residents shall not cause or permit any objectionable noise or odors to be produced upon or emanate from their unit or the common elements.
- 14) **NO addition, change or alteration to the original construction of the unit shall be made to any lot or dwelling unit until the plans and specifications have been submitted and approved by the Association.**
- 15) **NO** indoor-outdoor carpeting shall be installed on any walk, steps, patio or deck without the submission and the approval of the Architectural Control Committee prior to installation.
- 16) All bulbs in the front and rear outside light fixtures shall be white or clear at all times.
- 17) **NO** type of playground equipment, lawn furniture or other object may be left unattended on the lawn area in a manner that will interfere with the lawn maintenance. Grass areas shall be kept clear of all objects.
- 18) The use of skateboards, the playing of street hockey or other similar games, and the riding of children's vehicles (e.g., big wheels, scooters, tricycles, etc.) is prohibited in the streets and in the path of traffic.
- 19) Children and/or adults shall not play in any of the exterior landscaped areas to the point of wearing and/or destruction of those landscaped areas.
- 20) **NO** individual yard or garage sales are permitted in or on the property.
- 21) Checks returned to the Association for any reason shall be subjected to a **\$40.00** handling fee **plus any applicable late fees**. These fees will be assessed against the owner's accumulative account.
- 22) If a unit owner leases a unit, the unit owner must provide the Association or managing agent, if any, with the lessee's name and duration of the lease and affirm that the lessee has read and has in his/her possession a copy of the Rules and Regulations of the Linfield Woods HOA. If no copy of the lease is provided to the Association, when requested, there shall be a charge of **\$20.00 per month** added to the monthly assessment for that unit until the lease is provided. The unit owner shall be responsible for any and all fines levied against the tenant for violations of the Rules and Regulations.
- 23) Any damage to any portion of the common grounds, including that damage which may be caused by the moving or carrying of any article into or out of a unit, shall be the financial responsibility of the unit owner causing said damage. Any damage to any portion of the common grounds caused by the unit owner, occupants, guests or contractors of the unit owner or occupant will be repaired at the expense of said unit owner.
- 24) No unit owner or any of his/her agents, servants, employees, licensees, or visitors, shall at any time bring into or keep in his/her unit any flammable, combustible, or explosive fluid, material, chemical or substance, except for normal household cleaning chemicals.

- 25) The Association shall provide all lawn mowing and landscaping services for all lots and common areas. No change in shrubbery or landscaping shall be performed unless a request for the change has been submitted and approved by the Board. No type of lawn ornaments shall be placed in any mulched area or on the lawn of any lot.
- 26) The unit owner's maintenance responsibilities shall include the repair and replacement of glass and screen materials in windows and doors, the repair, replacement and maintenance of any deck or patio associated with the owner's residence, and all exterior cleaning, including dirt, mold and algae on the building's exterior surfaces. All interior repair and/or maintenance shall be the responsibility of the unit owner.
- 27) The Association shall be responsible for contracting for trash collection. All garbage and trash must be placed in a trash container with a secure lid (no loose trash bags) and placed at the curb area. Trash containers, lids and recycling bins must be removed from the curb area when emptied and shall regularly be kept in the unit's garage. For units that do not have a garage, any trash cans and recycling bins must be kept in a location of the lot that is least visible to view from any other portion of the property. Under no circumstance shall trash cans or recycling bins be kept on the front side (street side) of the unit.
- 28) **NO** bicycles, scooters, similar vehicles or baby carriages shall be allowed to stand in the public passageways, courts, or other public areas of the property. Toys or personal articles shall not be allowed to stand unattended on any part of the common elements. Items found standing unattended on the common elements for periods in excess of twenty-four (24) hours will be removed. Items posing a threat to the health and safety of the residents will be removed immediately.
- 29) **NO** fence shall be constructed in the front, side or rear yard of any lot. The only type of fence permitted is a privacy fence on the sides of a deck separating the townhouse from the neighboring townhouse. Privacy fences shall be constructed in accordance with the Association's Privacy Fence Guidelines and must be submitted in writing and approved by the Board prior to installation. Only a clear wood preservative shall be applied to any fence. No type of color stain or color paint shall be applied to any fence.
- 30) **NO** trailer, camper, motor home, boat or recreational vehicle shall be used as a residence in the property, either temporarily or permanently.
- 31) House numbers shall be provided and installed on each unit by the Association.
- 32) **ONLY** a clear wood preservative shall be applied to any deck. **NO** type of colored stain, paint or wood preservative shall be applied to any deck.
- 33) Any complaints or issues requiring the attention of the Association, Board or Property Manager **MUST** be submitted in writing.
- 34) Any consent or approval given under these Rules and Regulations may be added to, amended, or replaced at any time by resolution of the Board of Directors.
- 35) No garage comprising part of any structure shall be converted to a den or other living quarters so that the same cannot be used for the parking of a full-size automobile.
- 36) All garage doors shall remain closed when not in use.
- 37) Outdoor light fixtures and front door hardware shall be the same or substantially the same as those provided by the developer. Installation of any additional exterior lighting requires approval of the Board.
- 38) Only outdoor furniture, charcoal grills and appropriate plants are permitted to be located or displayed on patios and decks. No toys, bicycles, baby carriages, tools or building supplies shall be stored on patios, decks or the lots. Any lawn furniture, toys, etc., utilized on the lots and/or open space common areas shall be removed promptly after use.
- 39) No tank for storage of gas or liquids may be maintained on any lot, with the exception of one small propane tank (20# maximum capacity) affixed to a propane grill.

- 40) Each owner, at the closing and/or settlement of the lot and thereafter at the time of policy renewal, shall provide to the Association with a Certificate of Insurance evidencing that the Association is an additional insured.
- 41) The monthly Association dues are due on the first (1st) of each month. Any dues or assessments not paid within ten (10) days after the due date shall bear a **late charge of \$10.00**. Accounts not paid within thirty (30) days of the due date will be assessed an **additional \$50.00 late fee**, and will be subject to **further late fees of \$50.00** for each additional thirty (30) days of delinquency, plus all costs and expenses associated with collecting amounts due. Special consideration may be given to any resident who makes a written request to the Property Manager for alternative payment arrangements.
- 42) **NO** bird feeders or bird houses are permitted on decks, patios or within the property.
- 43) The Association is responsible for street lighting and bears primary responsibility for snow removal from paved surfaces and sidewalks. However, each homeowner bears certain responsibilities to facilitate and support snow removal efforts. Please refer to the Association's Snow Removal Policy for details.
- 44) No type of landscape borders are permitted around shrub beds or tree rings, except for plain black edging which must not appear out of the ground more than two-inches (2"). Wood, stone or brick walls may be allowed, at the Board's discretion, in areas where they serve a purpose, such as keeping soil or mulch from washing away. Where such is desired, plans must be submitted and approved by the Association, in accordance with the Association's PMR Submission Policy.

MOTOR VEHICLE AND PARKING RULES

- 1) **NO** boat, trailer, camper, motor home or recreational vehicle of any type shall be permitted on a lot or within the property for more than one (1) day unless garaged in a manner acceptable to the Board of Directors.
- 2) **NO** vehicle belonging to a unit owner or to a member of the family or guest, tenant, or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the property by another vehicle.
- 3) **NO** unit owner or his/her family members, guests, employees, agents, visitors, or licensees shall permit a non-operable, unlicensed or uninspected motor vehicle belonging to him or her to be parked within the property. Any vehicle that is parked within the property without the proper and current registration sticker and proper and current inspection sticker(s) shall be removed at the owner's expense.
- 4) All motor vehicles shall be parked in established parking areas only. Vehicles such as motorcycles, motorbikes, mopeds, etc., may not be stored in any unit or on the deck and/or patio. Motor vehicles may be used only for transportation to and from the property.
- 5) **NO** commercially registered or marked vehicles, nor vehicles over ¾ ton shall be parked anywhere within the property, unless garaged. The Board may, at its discretion, grant exceptions for non-commercial passenger vehicles marked with small company logos or insignias.
- 6) **NO** type of equipment, including but not limited to snow plows, spreaders, etc., shall be stored or placed at any time within the property, whether or not attached to a vehicle. Equipment attached to vehicles may be permitted on the property during periods of usage by an approved contractor.
- 7) **NO MAJOR VEHICLE REPAIRS PERMITTED** within the property.
- 8) Vehicle repairs that may damage any portion of the common elements are strictly prohibited. The costs for repairing any damage to common elements that has resulted from the repair of motor vehicles is the financial responsibility of the vehicle and/or unit owner.

- 9) All unit owners, members of their families, their employees, visitors, guests, tenants and agents will obey all traffic and parking regulations (stop signs, speed limits, parking restrictions, etc.) as may be promulgated by the Board of Directors for the health, safety, comfort and convenience of **LINFIELD WOODS/KNOLL** residents.
- 10) **NO** vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from any unit, parking area, fire hydrant area, ramp, sidewalk, designated emergency turn-around, or access road.

PET RULES

- 1) **ALL PETS SHALL BE ON A LEASH** being held by a person capable of controlling the animal when **OUTSIDE THE UNIT**. **NO** dog or pet shall be tied outside on a leash unattended.
- 2) Should any animal belonging to an owner be found unattended out of the unit and not being held on a leash, such animal may be removed by the Association and taken to an animal shelter.
- 3) All pets shall be properly licensed and have current rabies vaccinations. Pennsylvania State Law requires all dogs over three (3) months of age must be licensed.
- 4) If any animal becomes disruptive or obnoxious to other unit owners/residents, the owner shall correct the problem, or upon written notice by the Board of Directors or Property Manager, will be required to remove the animal, or take such action as the Board may direct.
- 5) Pets shall not be allowed to defecate or urinate within five (5) feet of any building, or on flower beds, shrubs, sidewalks or parking areas.
- 6) **PET FECES ANYWHERE ON THE GROUNDS MUST BE REMOVED IMMEDIATELY BY THE PET OWNER.** This is a “pooper-scooper” community.
- 7) No farm animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any lot. Traditional domesticated animals may be kept, provided that no more than two dogs **OR** three cats are kept in any unit. Under no circumstances may more than three total animals be kept, nor shall any commercial breeding or raising of any animals be permitted anywhere on the property. Additionally, exotic, dangerous, or traditionally non-domesticated animals may not be kept anywhere within the property.

PRIVACY FENCE GUIDELINES

- 1) Privacy fences shall be installed on the inside of the deck railings starting from the deck floor up.
- 2) Privacy fences shall be installed on the sides of the deck only and the length shall not extend beyond the deck.
- 3) Privacy fences shall be a **BASIC FLAT TOP SHADOW BOX**.
- 4) Privacy fences shall not be treated with a colored stain, painted, or a colored wood preservative. Only a clear wood preservative shall be used.
- 5) Privacy fence shall be six foot (6') high installed from the deck floor.
- 6) **Privacy fence plans must be submitted and approved, by the Board of Directors, in writing, prior to construction.** Please see the Association’s PMR Submission Policy.
- 7) Privacy fence projects shall be completed within 30 days from commencement.

MAINTENANCE

Routine inspection and maintenance of each unit is the responsibility of the unit owner. Periodic maintenance checks throughout the community will be made by the Board of Directors and the Architectural Control Committee to insure proper maintenance of all fences.



Linfield Woods Homeowners Association

c/o Premier Property & Community Management

P. O. Box 555, Royersford, PA 19468

Phone: (610) 283-0703 • Fax: (610) 792-9958

E-Mail: PropMgr@lw-hoa.org • Website: www.lw-hoa.org

FINE POLICY

Effective: November 1, 2008

The following policy and procedures have been adopted for the processing of violations of the Linfield Woods / Knoll Rules and Regulations (hereinafter, "Rules"), and other related Association and Community governing Documents:

I. PET CLEAN-UP PROVISIONS:

The Association's Rules and Pet Policy, as well as the community's Declaration, all contain provisions requiring homeowners and their agents to immediately clean-up pet waste while walking their pet. Violations of any such provisions will result in the following action against the homeowner:

| | |
|------------------|--|
| First Violation | \$ 200.00 + costs |
| Second Violation | \$ 300.00 + costs |
| Third Violation | \$ 400.00 + costs; Plus mandatory removal of the animal from the community |

II. PROPERTY MODIFICATIONS REQUEST (PMR) POLICY VIOLATIONS

The Association's PMR Submission Policy includes fine provisions for violations under that Policy. Homeowners should refer to that Policy for details.

III. EGREGIOUS DISREGARD OF NOTIFICATION THAT CONDUCT WOULD VIOLATE RULES OR OTHER GOVERNING DOCUMENT:

Where a resident has been notified, either verbally or in writing, by an Association representative (including Property Manager, Board Member or Committee Member) that a planned or proposed action would be in violation of any Association Rule, By-Law or Policy, or the Community Declaration or other governing

document, and where that resident conducts or permits to be conducted that violating action, the Board may, at its discretion, fine that resident up to \$500.00 per occurrence for each such violation.

IV. OTHER VIOLATIONS:

For violations of any provision of the Rules or any other governing document that is not otherwise addressed by this Policy, the following procedures will be followed:

| | |
|------------------|---|
| First Violation | Homeowner will be contacted by letter or email and advised to correct the violation. |
| Second Violation | \$ 50.00 + costs |
| Third Violation | \$ 100.00 + costs |
| Fourth Violation | \$ 150.00 + costs |
| Fifth Violation | \$ 300.00 + costs; Plus any other action the Association's Board of Directors deems appropriate to compel compliance |

V. ERRORS AND APPEALS:

Written Appeals - Should any unit owner or tenant of record be convinced that an error has been made concerning a Violation(s) Notice he or she has received, he or she may address any objections by filing a written appeal with the Property Manager within ten (10) days from the date of the Violation(s) Notice. If an appeal is not filed within 10 days, then the Violation(s) Notice, including any fine or other actions imposed, shall be deemed admitted, unappealable, and final. Appeals timely received will be reviewed by the Association's Board of Directors, who will issue a written Appeal Determination.

Appeal Reconsideration Hearings - Any homeowner or tenant of record who makes a written appeal, and who is convinced that the Board's Appeal Determination is in error, may request a hearing on the matter by making a written request to the Property Manager within ten (10) days from the date of the written Determination. If a hearing request is not filed within 10 days, then the Appeal Determination, including any fine or other actions imposed, shall be deemed admitted, unappealable, and final. When a hearing request is timely received, a hearing date and time shall be set, at which time the requesting homeowner or tenant may present his or her reasons, including supporting evidence, for the belief that the Appeal Determination is in error. Following the hearing, the Association's Board of Directors shall issue a Final Determination in the matter.

VI. PAYMENT DUE DATE / FAILURE TO PAY FINE:

All fines and assessments, plus costs and interest imposed, must be paid within thirty (30) days from the date of notification. Failure to pay cumulative assessments, plus imposed costs, within the stipulated period will be cause for the Board of Directors, Property Manager or Legal Counsel, to take appropriate action before the Magisterial District Justice and/or the appropriate courts to recover the assessments, interest and costs. All collection-related expenses, such as court costs, Property Management fees, legal fees and the like, will be additionally charged to the homeowner.