

## COURTYARDS AT APPLEHILL OWNERS ASSOCIATION RESOLUTION # 2.0

### PARKING AND PROHIBITED VEHICLES

WHEREAS, Article III, Section 2(F) of the Association Declaration of Condominium provides that the Board may “promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas”; and

WHEREAS, Article III, Section 2(P) of the Association Declaration of Condominium provides that the “Board may, from time to time, adopt and enforce such further reasonable rules and regulations concerning use of the Condominium Property, or any part thereof, as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit owners, as a whole, and to protect and preserve the nature of the Condominium”; and

WHEREAS, Article V, Section 2(c) of the Association By-Laws provides that the Board shall have the power to “promulgate such rules and regulations concerning the operation and use of the Property or of the Common Areas or the Common Elements as may be consistent with the Declaration”; and

WHEREAS, the Board is desirous of enacting rules and regulation regarding the parking of all vehicles, on the streets and driveways located on Condominium Property.

NOW, THEREFORE, BE IT RESOLVED THAT in order to assure equitable parking and an attractive community, the Board establishes the following Policy:

I. Parking in Streets. No vehicles of any type, including but not limited to automobiles, pick-up trucks, mini vans, sport utility vehicles, motorcycles and Commercial Vehicles and Recreational Vehicles, as hereinafter defined, shall be parked in or upon any street located on Condominium Property between the hours of 12:01 a.m. and 6:00 a.m.

II. Commercial Vehicles and Recreational Vehicles. Commercial Vehicles and Recreational Vehicles, as hereinafter defined, shall not be parked or stored in or upon any street or driveway located on Condominium Property, except that Commercial Vehicles making deliveries and/or being used in connection with permitted construction activities can be parked on streets and driveways during daylight hours only for such period of time that is reasonably necessary.

“Commercial Vehicles” shall include, but not be limited to any vehicle having a Registered Gross Weight in excess of 7,000 pounds, or having more than four wheels in contact with the road surface, or having a dump mechanism attached to or a part of said vehicle, or a vehicle containing open or closed boxes or chests for carrying tools or equipment and/or racks or other means for carrying ladders, pipes, tools, or other equipment.

"Recreational Vehicles" shall include but not be limited to boats, snowmobiles, jet skis, off-road motorcycles, quad runners, trailers, campers and motor homes.

III. Designated Parking Areas. Applehill unit owners and their family members are to utilize the two garage spaces within their unit and the two driveway spaces serving their unit prior to using the overflow parking areas. Overflow parking areas are defined as: side court parking areas (sometimes called the "pads" or "end caps") and the green area common space parking at the south end of the pond in front of the "Applehill only" parking signs. Overflow parking used by residents must be short-term in nature and permanent storage of vehicles is not permitted in these areas.


Vehicles, other than Commercial Vehicles and Recreational Vehicles, may be parked between the hours of 12:01 a.m. and 6:00 a.m. by guests of Unit owners in garages, driveways serving Units or the following designated parking areas: side court parking areas and the green area common space parking area.

IV. Enforcement Procedures. This Resolution shall be enforced pursuant to the current Rules Enforcement Policy and Procedure adopted by the Board. In addition to the remedies set forth in the Rules Enforcement Policy, if the offending vehicle remains after the deadline indicated in the written notice, the vehicle is subject to tow without further notice at the expense of the vehicle owner. Cost of towing shall be collected as reimbursable charges against the Unit owner and assessed against the Unit. Vehicles parked in a designated Fire Lane or Tow-Away Zone will be towed without warning.

This Resolution is effective immediately.

ADOPTED this 20<sup>th</sup> day of July, 2006.

ATTEST:

  
Board President

  
Board Secretary

## **COURTYARDS AT APPLEHILL OWNERS ASSOCIATION RESOLUTION # 3.0**

### **COLLECTION POLICY**

WHEREAS, Article XIV, Section 5 of the Declaration of Condominium ("Declaration") grants the authority to levy assessments against unit owners; and

WHEREAS, Article VII, Section 3 of the By-Laws of the Courtyards at Applehill ("Association") grants power to the Executive Board ("Board") to conduct Association business; and

WHEREAS, the Association's economic well-being relies on the timely payment of assessments and other allowable charges and it is the Board's duty to use its best efforts to collect funds owed to the Association.

NOW, THEREFORE, BE RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. **ASSESSMENTS.** Amounts payable to the Association include, but are not limited to, Annual Operating Assessments, Special Assessments for Capital Improvement, Special Individual Unit Assessments, rules enforcement fees, repairs to the common area that are a unit owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.
2. **PAYMENT SCHEDULE.** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in four (4) installments on the first day of each calendar quarter. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a special assessment be due and payable earlier than sixty (60) days after the special assessment has been duly imposed. Regular and special assessments shall be delinquent if not paid within sixty (60) days after they become due.
3. **INVOICES.** The Association may, but shall not be required to, invoice a unit owner as a condition to a unit owner's obligation to pay regular assessments or other charges of the Association. Non-receipt of an invoice shall in no way relieve the unit owner of the obligation to pay the amount due by the due date.
4. **LATE FEES, NSF & INTEREST CHARGES.**
  - a) A late fee of \$25.00 shall be charged monthly on all delinquent balances that become forty-five (45) days past due.
  - b) A NSF (Non-Sufficient Funds) charge in the amount of \$25.00 or the actual fees charged to the Association's account will apply to any returned check.

c) Any balance older than 30 days will incur an interest charge of 6% per year until paid.

**5. ORDER OF CREDITING PAYMENTS.** Payments received shall be first applied to the oldest item outstanding.

**6. PROCESS FOR DELINQUENCY NOTIFICATION.** For all balances exceeding \$50.00 that are fifteen (15) days past due, the Association may cause, but shall not be required to send the following notification:

a) **FIRST NOTICE ("Friendly Reminder").** First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to a unit owner whose balance is fifteen (15) days past due.

b) **SECOND NOTICE ("Late Notice").** Second Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to a unit owner whose balance is thirty (30) days past due. A late fee will be assessed and posted to the delinquent account fifteen (15) days after the SECOND NOTICE is sent.

c) **10 DAY DEMAND ("First Warning Letter").** 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is forty five (45) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Attorney actions include but are not limited to filing a lien against the unit owner's property, a personal judgment against the owner and property foreclosure.

d) **FINAL NOTICE ("Final Warning Letter").** Final warning before the commencement of legal action will be sent by First Class Mail to an Owner whose balance is sixty (60) days past due. Unit owner is informed that collection efforts will result in additional costs being added to the delinquent balance and that the matter will be reported to credit rating agencies. Collection efforts include, but are not limited to filing a lien against the property, initiating foreclosure proceedings and pursuing a personal judgment.

**7. LEGAL SERVICES.** If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs. As provided by law, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters; (ii) legal expenses incurred; (iii) recording costs; (iv) costs incurred with title companies or foreclosure service providers; and (v) costs associated with small claims court actions (collectively "reasonable costs of collection").


8. OTHER CHARGES. The Association may charge the unit owner for:

- a. Fees charged by Property Manager to collect funds payable to the Association
- b. Owner bankruptcy
- c. Foreclosure action or deed in lieu of foreclosure
- d. Notification, filing and satisfying liens
- e. Enforcement of the Association's Rules, Bylaws, Declaration or Policies
- f. Costs of litigation
- g. Repairs to the Association's common areas that result from the acts of owners, their tenants or guests

9. PAYMENT AGREEMENT. Neither the Association nor its designated agent has any obligation to accept partial payments on an account. Payment plan requests must be submitted in writing to the Board for approval. Any agreement entered into with the owner shall be reasonable, as determined solely by the Board, and for the purpose of assuring that the best interest of the of the Association is served. Failure of an owner to comply with a Board approved payment schedule shall give the Board and/or its agent the right to immediately continue the collection process without further notice to the unit owner. The Association may grant a waiver of any provision herein upon a written petition by a unit owner showing a personal hardship. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determined appropriate under the circumstances.

10. EFFECTIVE DATE This policy was duly adopted by the action of the Executive Committee on July 20, 2006, and shall be effective as of the same date.

By:   
President

Attested By:   
Secretary

**COURTYARDS AT APPLEHILL OWNERS ASSOCIATION RESOLUTION # 1.0**

**RULES ENFORCEMENT POLICY AND PROCEDURE**

**WHEREAS, Section 3302(a)(11) of the Pennsylvania Uniform Condominium Act (68 Pa. C.S.A. § 3302(a)(11)) provides that an Association may "...after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the association;" and**

**WHEREAS, Article XIX, Section 2 of the Declaration provides that the Association "shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's rules and regulations;" and**

**WHEREAS, Article V, Sections 2(b) and (d) of the Bylaws provides that the Board has the power to "administer the affairs of the Associations and the Property" and "to promulgate such rules and regulations concerning the operation and use of the Property or of the Common Areas or the Common Elements as may be consistent with the Declaration and these By-Laws"**

**WHEREAS, the Board has adopted, or will soon be adopting, Rules and Regulations to govern the use of the Common Areas and Common Elements, and the personal conduct of the Unit owners, Occupants and their guests thereon; and**

**WHEREAS, the Board has adopted, or will soon be adopting, Rules and Regulations to establish standards applicable to the erection and modification of any Unit or other structure, of whatsoever kind and nature, whether temporary or permanent, upon the Condominium Property; and**

**WHEREAS, to provide guidance and for the benefit and protection of the Association and the individual Unit owners and Occupants, the Board deems it desirable to establish and operate by a set procedure to assure due process in cases where there is a question of compliance, by an Owner or Occupant, or such person's family, guest, invitee, contractor or tenant, with the provisions of the Declaration, Bylaws, or any Rule and Regulation (hereinafter the "Property Documents"), thereby attempting to minimize the necessity of seeking action in or through a court of law; and**

**WHEREAS, it is the intent of the Board to establish procedures for when it must take action relative to questions of compliance by an individual or entity, with the provisions of the Property Documents.**

**NOW, THEREFORE, BE IT RESOLVED THAT this Resolution shall be adopted as the Rules Enforcement Policy and Procedure:**

**To be acted upon by the Board, all alleged violations of the Property Documents must be documented in writing and signed by the person reporting the violation. The reported violation must be corroborated by either two separate Owners, Occupants, Officers or Members also by filing or signing a report on the same occurrence, or the violation must be easily visible to the inspection of the Board or its representative. The two separate Owner, Occupant, Officer or Member filing requirement may be waived by the Board upon the written request of a single Owner or Occupant with a unique situation.**

The written report of a violation shall be a letter, note, or the approved rule violation form from any Owner or Occupant or a report from the management representative. The letter or report must state the following:

1. The nature of the violation.
2. The date and approximate time of the violation.
3. The approximate location of the violation.
4. The name and/or unit address of the offending party.
5. The name and unit address (or staff position) of the person reporting the violation.
6. A statement that the reporting person actually observed the violation.
7. Their signature.
8. Any other information that may aid the Board in resolving the violation.

The sequence of events in enforcing the Property Documents will be as follows:

If, in the opinion of the Board or its authorized representative, the reported violation does not immediately endanger other residents or Common Areas and can best be cured by a warning, the Board or its authorized representative shall send a letter to the offending party describing the alleged violation and demand (1) that any such violation cease and (2) (if appropriate) any areas damaged by the violation be restored.

If the violating party does not comply with the above-described warning letter within ten (10) days, or, if in the opinion of the Board or its authorized representative, the violation could immediately endanger other residents or Common Areas/Common Elements or, in any case, that a warning letter would prove ineffective, or if there is a repeated violation, then the Board or its authorized representative shall send to the offending party a written notice of the violation and pending penalty and/or fine containing essentially the following information:

1. A description of the nature and place of the violation.
2. A demand that the violation immediately cease and that any damage to the Common Areas/ Common Elements be restored.
3. A statement that a fine in the amount of Fifty Dollars (\$50.00) shall be imposed upon the offending party.
4. A statement that if the accused person wishes to have a hearing prior to the levying of such fine, he must contact the Board or its authorized representative in writing, to be received no later than five (5) days before the next Board meeting after the date of the written notice of violation, requesting a hearing.
5. A statement that any written request for a hearing before the Board shall stay the imposition of any fine until the Board disposes of the case.
6. A warning that if no hearing is requested and if the violation continues past the deadline for requesting a hearing, an additional Five Dollar (\$5.00) fine will be imposed per day thereafter until the violation has been cured.

7. **A warning that damage or corrective expense caused by any violation will be assessed against the offending party, and that attorney's fees will be assessed if the Association attorney is necessary to stop the rule violation.**

**The accused person is entitled to a hearing before the Board for any alleged violation that is contested by the accused party. This may be accomplished by a written statement delivered to the Board or its representative no later than five (5) days before the next Board meeting following the date of the written notice of the violation, denying the rule violation and requesting a hearing to present his position**

**If the accused person ceases the violation, pays the fine, and repairs or restores any areas damaged by the violation, the matter will be considered closed. If the accused person ceases the violation, does not request a hearing, but does not pay the fine by the next Board meeting after the written notice of the violation, an additional One Hundred Dollar (\$100.00) fine shall be imposed.**

**If the accused person does not request a hearing and the violation continues beyond the deadline for requesting a hearing described above, the offending party will be assessed an additional fine of Five Dollars (\$5.00) per day for each day that the violation remains outstanding.**

**If the alleged rule violator requests a hearing, the Board will request the Association attorney to be present at the hearing. If the alleged rule violator does not attend the hearing or the Board renders a decision against the alleged rule violator at the hearing, then the attorney's fees charged to the Association will also be assessed against the alleged rule violator as damages caused to the Association due to the rule violation.**

**If the alleged rule violator is found by the Board, after a hearing, to have violated any Property Document, the Fifty Dollar (\$50.00) fine as set forth in the notice of violation shall be levied along with attorney fees and costs to repair damaged areas incurred by the Association. Additionally, the offending party shall be assessed a fine of Five Dollars (\$5.00) per day for each day that the violation remains outstanding after the date of the decision of the Board.**

**At such time when accumulated unpaid fines levied against an offender reaches Three Hundred Dollars (\$300.00), legal action will be initiated before a District Justice to collect all outstanding fines and/or the Association's attorney will be instructed to take the necessary legal action to enforce the rule. If the Association manager or attorney must be secured to collect any fine, or to initiate legal action to enforce the rule, all court costs, attorney's fees, management charges and miscellaneous costs of enforcement or collection shall be charged to the offending party.**

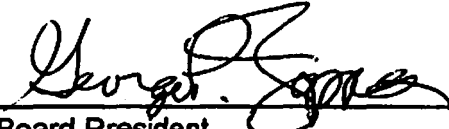
**If a person violates the same rule or provision of the Property Documents for a second or subsequent time, the same procedure as outlined above shall be followed except that the fines to be levied shall be doubled.**



This Resolution is effective immediately.

ADOPTED this 20<sup>th</sup> day of July, 2006.

ATTEST:

  
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Board President

  
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Board Secretary