

Park Place Cranberry Association, Inc.
Rules Enforcement Policy & Procedure
Revision 2 – Effective January 1, 2020

Restrictions and Rules Enforcement Resolution

This Rules Enforcement Policy and Procedure will be effective. We suggest that you file this document with your other important Park Place documents for future reference and retain it indefinitely. This Rules Enforcement Policy and Procedure identifies the enforcement procedures, including fines and appeal procedures for the Park Place Rules and Restrictions as outlined in the Association's Governing Documents.

RULES ENFORCEMENT POLICY AND PROCEDURE

RESOLUTION #1

WHEREAS, Section 5302(a)(11) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.) 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 VII, Section 7.5, of the Declaration provides that Board of Directors (the "Board") of the Park Place Cranberry Association, Inc. ("Association") shall have the right to enforce, by any proceeding at law or in equity, the Governing Documents, including all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's Restrictions and Rules; and

WHEREAS, Article III, Section 3.2(a) of the Declaration, and Article V, Section 5.1(b)(vi) of the Bylaws provides that the Board has the powers to modify, cancel, limit, create exceptions, expand and otherwise promulgate such Restrictions and Rules concerning the operation and use of the Property or of the Common Elements, Controlled Facilities, Limited Common Elements and Units, as may be consistent with the Declaration; and

WHEREAS, the Board has adopted, or will soon be adopting, Restrictions and Rules to govern the use of the Common Elements, Controlled Facilities, Limited Common Elements and Units and the personal conduct of the Owners, occupants and their guests or invitees thereon; and

WHEREAS, to provide guidance and for the benefit and protection of the Association and the individual 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 Restriction or Rule, as amended to date (hereinafter the "Governing 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 Governing Documents; and

WHEREAS, all terms in this policy shall have the same meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for Park Place Plan, a Planned Community;

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

1. REPORTING OF ALLEGED VIOLATION

- a) To be acted upon by the Board, all alleged violations of the Governing Documents must be documented in writing and signed by the person reporting the violation per Attachment A. The reported violation must be corroborated by either two (2) separate Owners, occupants, Officers or Members by filing or signing a report on the same occurrence, or the violation must be easily visible to the inspection of the Board, its

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representative, the management agent or, if appointed, the members of the Covenants Committee. The two (2) separate Unit 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. Board members, acting as a Board member, are not required to complete a rule violation form,

- b) The written report of a violation shall be a letter, note, or the approved rule violation form (Attachment A) from any unit Owner or occupant, Officer or Member, or a report from the management agent or, if appointed, the members of the Covenants Committee. The letter, note or report form 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 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.
- c) Based on the results of the investigation, the Board at its sole discretion will determine if enforcement is required.

2. INVESTIGATION OF ALLEGED VIOLATION AND NOTICE

The Owner of a Unit shall be deemed to be the person who is responsible for terminating, curing and resolving any violation of the Governing Documents which may be committed by the Owner or any family member, guest, invitee, contractor or tenant who may occupy or use the Owner's Unit. The Owner of a Unit shall also be deemed to be the person who is responsible for performing any work which may be required to repair, restore or replace any damaged or destroyed part or portion of Park Place and to pay any cost, fee, expense or fine which may be levied by the Board.

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

- a) If, in the opinion of the Board or the management agent, the reported violation does not immediately endanger other residents or the Common Elements, Controlled Facilities, Limited Common Elements or another Unit, and can best be cured by a warning, the Board or the management agent shall send a letter to the Owner of the Unit where the offending party resides describing the alleged violation and demanding (1) that any such violation immediately cease and (2) (if appropriate) any areas damaged by the violation be immediately repaired, restored or replaced within fifteen (15) days at the Owner's sole cost and expense.
- b) If the Owner does not fully comply with the above-described warning letter within fifteen (15) days, or, if in the opinion of the Board or its management agent, the violation could immediately endanger other residents or the Common Elements, Controlled Facilities, Limited Common Elements or a Unit, or, in any case, that a warning letter would prove ineffective, or if there is a repeated violation, then the Board or its management agent shall send to the Owner a written notice of the violation and pending sanction 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 Elements, Controlled Facilities, Limited Common Elements or any Unit be repaired, restored or replaced.
 - 3. A statement that a fine/fines in the amount as specified in the Category/Violation (Table-1) shall be levied against the offending party.
 - 4. A statement that if the Owner wishes to have a hearing before the Board or the Covenants Committee, if appointed, prior to the levying of such fine, the Owner must contact the Board or its authorized

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representative in writing, to be received no later than ten (10) business days 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 or Covenants Committee 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 continuing day-to-day fine consistent with the below schedule may be levied by the Board until the violation has been cured.
7. A warning that any costs, fees or expenses which may be incurred by the Association to perform or obtain work which may be required to repair, restore or replace any damaged or destroyed part or portion of Park Place due to a violation will be assessed against the Owner's Unit, and that any attorneys' fees which may be incurred by the Association to stop the violation and repair, restore or replace any damaged or destroyed part or portion of Park Place will also be assessed against the Owner's Unit.

3. HEARING, APPEAL AND SANCTIONS

- a) The accused Owner is entitled to a hearing before the Board or Covenants Committee, if appointed, for any alleged violation that is contested by the accused Owner. The accused Owner may submit a written statement to the Board or its management agent no later than ten (10) business days following the date of the written notice of the violation, denying the rule violation and requesting a hearing to present his appeal.
- b) If the accused Owner ceases the violation, pays the fine, and repairs, restores or replaces any areas damaged by the violation, the matter will be considered closed. **If the accused Owner ceases the violation, does not request a hearing, but does not pay the fine within thirty (30) days of written notice of the violation, an additional fine of no less than \$100.00 will be levied by the Board.**
- c) If the accused Owner does not request a hearing and the violation continues beyond the deadline for requesting a hearing described above, the offending Owner may be assessed an additional fine **per the attached Table 1**. Alternatively, the Board may levy a fine which will continue for each day that the violation remains outstanding past the deadline date:
 1. Day 1 - Day 30: \$10.00 per day
 2. Day 31 - Day 60: \$20.00 per day
 3. Day 61 - Day 90: \$30.00 per day
 4. Day 91 - Day 120: \$40.00 per day
 5. Day 121 plus \$50.00 per day
- d) If the accused Owner requests a hearing, the Board, or the Covenants Committee, if appointed, may request the Association attorney to be present at the hearing. If the accused Owner does not attend the hearing or the Board or Covenants Committee, if appointed, renders a decision against the accused Owner at, or after, the hearing, then the attorney's fees incurred by the Association will also be levied as an assessment against the accused Owner's Unit.
- e) If the accused Owner is found by the Board or Covenants Committee, if appointed, after a hearing, to have violated any provision of the Governing Document or the Restrictions and Rules, the fine(s) as set forth in the notice of violation shall be levied by the Board against the accused Owner's Unit, together with attorneys' fees and all costs, fees or expenses incurred by the Association to repair, replace or restore damaged areas of Park Place. Additionally, a continuing day-to-day fine based on the above schedule (item 3 (c)) will be levied by the Board for every day that the violation remains outstanding after the date of the decision of the Board or Covenants Committee.

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4. ADDITIONAL ENFORCEMENT RIGHTS

- a) At such time when accumulated unpaid assessments, fees or fines levied against an Owner reaches a total of Five Hundred Dollars (\$500.00), legal action may be initiated to collect all outstanding assessments, fees or fines and/or the Association's attorney may be instructed to take the necessary legal action to enforce the Owner's compliance with the Governing Documents. If the assistance of the Association's management agent will be needed to collect any assessment, fee or fine, or to initiate legal action to enforce the, Governing Documents, then all court costs, attorneys' fees, management charges and miscellaneous costs of enforcement or collection shall be charged to the offending party.
- b) If a violation of the Governing Documents represents an immediate danger to the residents, or of substantial harm to the Common Elements, Controlled Facilities, Limited Common Elements or Units, then the Association, acting with the Board's authorization, may elect to enforce any provision of the Association's Governing Documents by self-help or by suit at law or in equity to abate and enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which abatement and/or injunctive relief is sought shall pay all costs, fees and expenses incurred by the Association, including, but not limited to court costs and attorneys' fees actually incurred.
- c) **If a Unit owner violates the same rule or provision of the Governing Documents for a second or subsequent time, within three (3) months, the same procedure as outlined above shall be followed except that the fines to be levied may be doubled.**
- d) If a Unit owner violates the same rule or provision of the Governing Documents for a fifth or subsequent time, the same procedure as outlined above shall be followed and the Association may seek court action to enjoin the Owner from continuing to violate the same rule or provision. In any such action, to the maximum extent permissible, the Owner responsible for the violation of which injunctive relief is sought shall pay all costs, fees and expenses incurred by the Association, including, but not limited to court costs and attorneys' fees actually incurred.


5. LATE PAYMENT OF ASSOCIATION FEES, ASSESSMENTS AND FINES:

- a) All fees and assessments are due quarterly by the 15th day of the 1st month of each quarter (January 15, April 15, July 15, and October 15) and considered late if not received by the twentieth (20th) of the month in which they are due. Monthly payments are permitted and must be received by the 5th working day of the month of the month in which they are due. Late payments shall incur a late fee of \$20.00. Interest will be charged at 1% per month will be computed from the due date of the fee or assessment if the fee or assessment payment is not received by the last day of the month for which the fee or assessment is due and continue until the account is paid in full.
- b) Owners who are two (2) quarters [six (6) months] or more past due will be sent a Certified Letter noting the delinquency, including late fees and interest, and provided 30 days to make payment to bring account up to date after which time legal action may be taken and all costs of collection, including court costs and attorneys' fees, will be assessed against the Owner's Unit. Late fees and penalties will continue to accrue until the account is brought up to date.
- c) Owners who are two (2) quarters [six (6) months] or more past due will be sent a Certified Letter noting the delinquency, including late fees and interest, and provided 30 days to make payment to bring account up to date after which time the Association will file a lien against the property and all costs of filing the lien and clearing the lien once the account is paid in full, collection costs, including court costs and attorneys' fees, will be assessed against the Owner's Unit. Late fees and penalties will continue to accrue until the account is brought up to date.

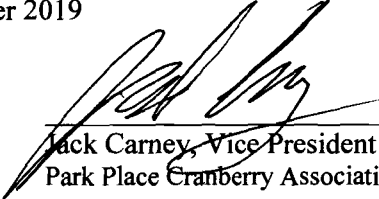
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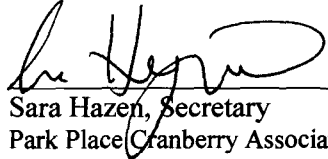
ADOPTED this 25th day of November 2019



Andrew Drake, President
Park Place Cranberry Association, Inc.



Jack Carney, Vice President
Park Place Cranberry Association, Inc.



Sara Hazen, Secretary
Park Place Cranberry Association, Inc.

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<i>Table 1</i>			
Category / Violation	1ST Notice or Violation	2ND Notice or Violation	3RD Notice or Violation
Restricted Activities	Written request for compliance and notice of consequences of repeat violation	A \$100.00 fine will be levied for a second violation	\$250.00 fine will be levied for each subsequent violation and legal action may be taken with those costs assessed to the Owner
General Rules	Written request for compliance and notice of consequences of repeat violation	A \$50.00 fine will be levied for a second violation	An increase of \$25.00 will be levied for each subsequent violation. (i.e. \$75.00 for 3 rd violation, 100.00 for 4 th violation)
Traffic and Parking	Written request for compliance and notice of consequences of repeat violation	A \$50.00 fine will be levied for a second violation	An increase of \$25.00 will be levied for each subsequent violation. (i.e. \$75.00 for 3 rd violation, 100.00 for 4 th violation)
Vehicle which is un-drivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas.	Written request for compliance and notice of consequences of repeat violation	Vehicle towed at owner's expense	
Overnight parking in the Clubhouse and Pool Parking lot	Written request for compliance and notice of consequences of repeat violation	Vehicle towed at owner's expense	
Pets	Written request to pet owner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be levied for a second violation	An increase of \$25.00 will be levied for each subsequent violation. (i.e. \$75.00 for 3 rd violation, 100.00 for 4 th violation)
Repeat violation of Pet rules	Written request to pet owner for compliance and notice of consequences for subsequent violations	Permanent removal of pet and legal action may be taken with those costs assessed to the Owner.	

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<i>Table 1</i>			
Category / Violation	1ST Notice or Violation	2ND Notice or Violation	3RD Notice or Violation
Garbage	Written request for compliance and notice of consequences of repeat violation	A \$25.00 fine will be levied for a second violation	\$50.00 fine will be levied for each subsequent violation
Guests and visitors	Written request for compliance and notice of consequences of repeat violation	A \$25.00 fine will be levied for a second violation	\$50.00 fine will be levied for each subsequent violation
Prohibited Uses	\$500.00 fine and written request for immediate compliance and notice of consequences of repeat violation	Legal action will be taken with those costs assessed to the Owner	
Prohibited Conditions	Written request for compliance and notice of consequences of repeat violation	\$500.00 fine will be for a second violation	Legal action will be taken with those costs assessed to the Owner
Lease Violation (copy not filed with Association)	Written request for signed copy within 30 days	After 30 days, \$500.00 fine plus daily fine in accordance with Section 3(c) until the lease is received	After 90 days legal action will be taken with those costs assessed to the Owner
Lease Terms Violation	Written request to revise lease within 14 days to comply with governing documents and notice of consequences for failure to correct	After 14 days, \$500.00 fine plus daily fine in accordance with Section 3(c) until a compliant lease is received	After 90 days legal action will be taken with those costs assessed to the Owner
Permitted Equipment	Written request for compliance and notice of consequences of repeat violation	A \$50.00 fine will be levied for a second violation	Legal action will be taken with those costs assessed to the Owner
Clubhouse and Pool	Verbal request at time of violation to comply	Written request for compliance, \$50.00 fine, and notice of consequences of repeat violation	Loss of use of Clubhouse and Pool for 30 days with subsequent violation increased by 30 days per.

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<i>Table 1</i>			
Category / Violation	1ST Notice or Violation	2ND Notice or Violation	3RD Notice or Violation
Glass in Pool Area	Verbal request at time of violation to comply	Written request for compliance, \$50.00 fine, and notice of consequences of repeat violation	Loss of use of Clubhouse and Pool for 30 days with subsequent violation increased by 30 days per.
Broken Glass in Pool Area	Owner will be assessed all costs associated with remediation	Owner will be assessed all costs associated with remediation plus \$500.00 fine and loss of use of Clubhouse and Pool for 30 Days	Owner will be assessed all costs associated with remediation plus \$1,000.00 fine and loss of use of Clubhouse and Pool for 90 Days
Unauthorized Guest Utilizing Pool or Golf Simulator	Verbal request at time of violation to comply	Written request for compliance, \$50.00 fine, and notice of consequences of repeat violation	Loss of use of Clubhouse and Pool for 30 days with subsequent violation increased by 30 days for each subsequent violation.
General damage to Clubhouse and Pool Facilities and/or equipment	Owner will be assessed all costs associated with remediation	Owner will be assessed all costs associated with remediation plus \$250.00 fine and loss of use of Clubhouse and Pool for 30 Days	Owner will be assessed all costs associated with remediation plus \$500.00 fine and loss of use of Clubhouse and Pool for 90 Days
General Trash and/or Construction Debris	Written request for compliance and notice of consequences of repeat violation	A \$50.00 fine will be levied	Fines will increase by \$50.00 for each subsequent violation
Owner debris/trash placed in private construction dumpster/receptacle, street trash cans or clubhouse dumpsters	Written request for compliance and notice of consequences of repeat violation	A \$50.00 fine will be levied	Fines will increase by \$50.00 for each subsequent violation

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Attachment A
Complaint Form

Before the Board can act upon any alleged violation to the Rules and Regulations or Use Restrictions, all alleged violations must be documented in writing. This Complaint Form must be completed and mailed, faxed or emailed to the Management Office before any action can be taken.

1. Name of person reporting violation: _____

2. Name and address of offending party: _____

3. Nature of violation: _____

4. Date and time violation occurred: _____

5. Location where the violation occurred: _____

6. Statement of what you observed: _____

7. Any other pertinent information that may aid the Board in resolving the violation: _____

By signing this complaint form, I hereby confirm that the information is true to the best of my knowledge and I am willing to participate with the Board or other designated Committee on this action and will act as a witness, if necessary.

Signature of Person Reporting Violation

Date

Address

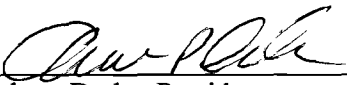
Phone

Return completed form to: Community Management Group, Inc.
P.O. Box 779
Wexford, PA 15090
Phone: 724.625.8095
Fax: 724.625.8043
Email: paskor@cmgpgh.com

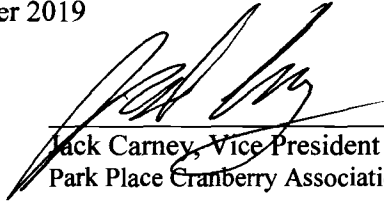
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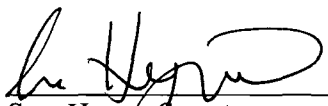
ADOPTED this 25th day of November 2019



Andrew Drake, President
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