

YORKTOWN COMMUNITY SERVICES ASSOCIATION RULES ENFORCEMENT POLICY

WHEREAS, BY-LAWS, ARTICLE VII, Powers and Duties of the Board of Directors, Section 1. Powers. "The Board of Directors shall have power to: a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof..."

WHEREAS, for the benefit and protection of the ASSOCIATION and of the individual MEMBER, the BOARD deems it desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a MEMBER, his family, his guests or tenants with the provisions of 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 the BOARD where they must take action relative to questions of compliance by an individual with the provisions of the PROPERTY DOCUMENTS:

NOW THEREFORE, BE IT RESOLVED THAT THIS SPECIAL RESOLUTION shall be adopted in accordance with the following procedures:

To be acted upon all alleged violations of the Rules, Policy Resolutions or Code of Regulations must be documented in writing. This documentation could be a letter, note or BOARD authorized form from any unit owner or a report from the management representatives. The documentation 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 alleged 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) Any other information that may aid the Board of Directors in resolving the violation.
- 8) The signature of the person submitting the complaint.

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

If, in the opinion of the BOARD or its authorized Representatives, the reported violation does not immediately endanger other residents or common property and can best be cured by a warning, the BOARD or its authorized Representatives shall send a letter to the offending party describing the alleged violation and if the report is correct, demanding (1) that any such violation cease and (2) (if appropriate) any common areas damaged by the violation be restored.

If the violating party does not comply with the above warning letter, or if, in the opinion of the BOARD or its authorized Representatives, the violator could immediately endanger other residents or common property or, in any case, that a warning letter would prove ineffective, then the BOARD or its authorized Representatives shall send to the offending party a written notice of the violation and pending fine containing essentially the following information:

- 1) A description of the nature, the time and place of the violation.
- 2) A demand that the violation cease and that any damage to the common area be restored.
- 3) A statement that a fine in the amount of Fifty Dollars (\$50.00) shall be imposed on the offending party, fifteen (15) days from the date of the letter.
- 4) A statement that if the offender wishes to have a hearing prior to the levying of such fine, he or she must contact the BOARD or its authorized Representatives in writing, within ten (10) days from the date of the letter, requesting a hearing at the next BOARD Meeting.
- 5) A warning that, if the violation continues past the fifteen (15) day period, an additional Ten Dollars (\$10.00) fine will be imposed and fines of Ten Dollars (\$10.00) per day thereafter will be imposed until the violation has been cured.
- 6) That damage caused by any violation will be assessed against the offending party, and that costs and attorney's fees will be assessed if the Association attorney is necessary to stop the rule violation.
- 7) In the event of extenuating or unusual circumstances, the BOARD, or its authorized Representatives, may extend or shorten the fifteen (15) day period for compliance. The time period given to comply must be stated in the rule violation letter to the Owner.

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 mailed to the BOARD, or its authorized Representatives, denying the rule violation report and requesting a hearing to present their position.

If the alleged rule violator requests a hearing and brings or states they are bringing an attorney to the hearing the BOARD will request the Association attorney to also be present. If the alleged rule violator does not attend the hearing or does not bring their attorney or the BOARD rules against the alleged rule violator at the hearing, then the attorney's fees charged the Association will also be assessed against the alleged rule violator as damages caused the Association due to the rule violation.

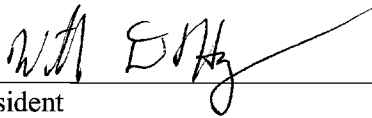
Any written request for a hearing before the BOARD shall stay the imposition of any fine until the BOARD disposes of the case.

If the violation continues beyond the fifteen (15) day period described above and no request for a hearing has been submitted in writing within such fifteen (15) day period, the offending party will be assessed an additional fine of Ten Dollars (\$10.00), and Ten Dollars (\$10.00), per day thereafter until the violation has been cured. During the imposition of such continuing fines, the offending party may request in writing a hearing before the BOARD, or its authorized Representatives, at any time up to thirty (30) days after the initial notice that a rule violation has been alleged. Upon such request, the daily fines will stop accruing until after the hearing at the next scheduled meeting of the BOARD. After the thirty (30) day appeal period, the alleged violation will be considered correct and appropriate action to enforce the rules will be taken.

Costs of any damage to common areas caused by a reported violation will be assessed against the offending party. Ten (10) days before the BOARD or its authorized Representative assesses such costs, the BOARD or its authorized Representative shall notify the offending party in writing, such notice stating the amount of such costs and the violation which caused the damage. The offending party may appeal this notice of assessed costs by submitting within ten (10) days of the date of such notice a written request to the BOARD or its authorized Representative for a hearing at the next BOARD meeting.

If the Association's attorney, or any other party, must be secured to enforce the rule or collect the fine, all court costs, attorney's fees and miscellaneous costs of enforcement or collection will be charged to the offending unit owner.

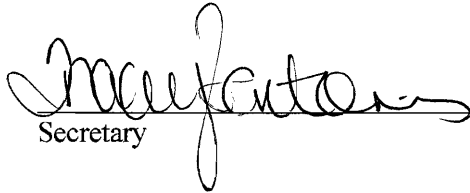
If at a hearing the BOARD rules in the favor of the unit owner, the occurrence shall be closed in the file and not be held, in the future, as a violation under this policy.



President

6/23/08

Date



Secretary

6/23/08

Date

**YORKTOWN COMMUNITY SERVICES ASSOCIATION
BOARD MEMBER POLICY**

WHEREAS Article VII, Section 1.c, of the Code of Regulations grants the Board of Directors the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration; and

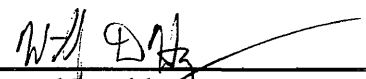
WHEREAS the Board of Directors recognizes the importance of ensuring proportionate representation of all classes of ownership on the Board of Directors; and

WHEREAS Article IV, Section 1 requires the Board of Directors to be comprised of nine (9) members, who need not be members of the Association.

NOW, THEREFORE BE IT RESOLVED THAT the following rules govern election of members of the Board of Directors of Yorktown Community Services Association:

1. The Association, having been fully developed, consists of 187 units; specifically 133 townhomes; 38 single family detached homes and 16 patiohomes.
2. Proportionately, the townhomes represent 71% of the Association; single family detached homes represent 20% of the Association; and patiohomes represent 9% of the Association.
3. In order to ensure that each membership class is fairly represented on the Board of Directors, the Board of Directors shall consist of six (6) members from the townhomes; two (2) members from the single family detached homes and one (1) member from the patiohomes. Such representation on the Board most closely approximates the membership within the Association.
4. The Nominating Committee shall ensure that each membership class has sufficient candidates to fill the pending vacancies on the Board of Directors.
5. If, at the time of the election, a membership class lacks sufficient candidates to fill their vacancies, the position on the Board of Directors will be filled by the candidate with the highest vote total in the election but who does not otherwise win a position on the Board of Directors. However, the position shall remain designated for the original membership class, regardless of the membership status of the candidate, and will revert to that membership class at the next annual election.
6. Candidates shall be listed on the election ballot by membership class based upon the type of unit in which they own and/or reside. Except as noted in #5 above, a member shall not be elected to a position on the Board of Directors for a membership class other than the their own.
7. In the event a non-member of the Association desires to serve on the Board of Directors, the Nominating Committee will determine which class of ownership the non-member will be nominated to represent. First priority shall be given to any class of ownership that lacks sufficient candidates to fill their vacancies.
8. This Policy shall be effective on January 1, 2010 and expire on December 31, 2012.

ATTEST:


Board President

2/24/10
Date


Board Secretary

2/24/10
Date

Ballot

2010

Townhomes

Single Family Detached

Patihomes

(Vote for not more than 3)

No positions open

No positions open

Candidate A

Candidate B

Candidate C

Candidate D

2011

Townhomes

Single Family Detached

Patihomes

(Vote for not more than 2)

No positions open

(Vote for not more than 1)

Candidate A

Candidate B

Candidate C

Candidate Y

Candidate Z

2012

Townhomes

Single Family Detached

Patihomes

(Vote for not more than 1)

(Vote for not more than 2)

No positions open

Candidate A

Candidate B

Candidate C

Candidate 1

Candidate 2

Candidate 3

**YORKTOWN COMMUNITY SERVICES ASSOCIATION
FEES CHARGED ON THE RESALE OF UNITS**

WHEREAS, The PENNSYLVANIA CONSOLIDATED STATUTES; TITLE 68 REAL AND PERSONAL PROPERTY; SUBPART D. PLANNED COMMUNITIES authorize the BOARD OF DIRECTORS to impose certain fees and charges upon the resale of an Association unit.

WHEREAS, The Association as a business entity requires funds to operate.

THEREFORE, BE IT RESOLVED that the following is the fee policy on the resale of units in Yorktown Community Services Association.

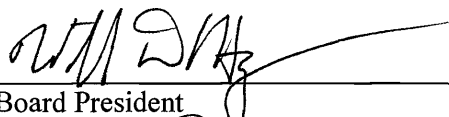
1. A charge to the seller for the preparation of resale certificates required by section 5407 of the statute. Currently there are seventeen (17) certificates required. The current amount charged will be identified in the Miscellaneous Income Section of the annual budget. In addition, any additional copies required will be charged prevailing copy and postage charges. This payment must be received prior to the issuing of the certificates to the seller.

2. A capital improvement fee will be charged to the buyer as part of the closing costs. This fee will be equal to up to twelve (12) months' fee of the most recently completed fiscal year. The current amount charged will be identified in the Miscellaneous Income Section of the annual budget.

Both of the above are payable to Yorktown Community Services Association.

This resolution is effective for all units sold on or after January 1, 2011.

ATTEST:



Board President

3/24/11

Date



Board Secretary

3/24/11

Date

**YORKTOWN COMMUNITY SERVICES ASSOCIATION
LEASING POLICY**

4/11/11

WHEREAS, the Uniform Condominium Act 68 PA C.S.A. § 5302 (a)(1) & (11) (the “Act”) grants the Board of Directors the power to adopt and amend Rules and Regulations and level reasonable fines for violations of the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, Section V, Project Eligibility Requirements, (5) Investor Ownership and (8) owner-occupancy Ratios of the U.S. Department of Housing and Urban Development Mortgagee Letter 2009-46 B dated November 6, 2009, requires that the Association respond accurately and timely to lender questions of investor ownership and owner-occupancy ratios; and

NOW THEREFORE BE IT RESOLVED that the following be adopted by the Board of Directors as the leasing policy of Yorktown Community Services Association (the “Association”).

Should any unit owner desire to lease his/her unit strict adherence must be made to the provisions hereinafter:

A. LEASING

1. Leasing of a unit shall not release or discharge the unit owner from any duties or obligations. The unit owner and tenant shall be held jointly and severally liable for any default or violation of the Association documents by the tenant.
2. The unit shall be occupied by the tenant as a “private dwelling” for “single-family occupancy” (as those terms are defined in the Declaration and/or Code of Regulations/By-laws) or if not so defined, for purposes of this restriction, “single-family” shall be defined as an individual or two or more persons related by blood, marriage or adoption, living together in a single unit, or not more than three (3) unrelated persons living in a single unit without supervision.
3. Total occupancy of any unit being leased shall not exceed two (2) persons per bedroom.
4. Each tenant shall agree to comply with terms and conditions of the Declaration and/or Code of Regulations/By-laws and the Rules and Regulations governing the Association, as they may be amended from time to time (the “Association Documents”). Any failure by a tenant or their invitee to comply with the terms of the association documents shall be a default under the lease.

B. DOCUMENTATION

1. All leases shall be for a term of at least one (1) year.

2. All leases and/or renewals must be in writing. All leases shall include the lease addendum, as approved by the Board of Directors. The lease addendum form, as approved by the Board of Directors (which is subject to revision), is attached. A copy of each must be provided to the management office within fifteen (15) days of signature.
3. Unit owners must notify the management company no later than fifteen (15) days after any change in occupancy of their unit, including if the unit is vacant but available for rent, and provide the management company with the following:
 - a. Any changes to the unit owners' contact information.
 - b. The name, telephone number and e-mail address of all tenants in the unit.
 - c. A fully executed copy of the lease, which includes the lease addendum and agreement required by the association as specified in B2 above (financial terms need not be disclosed).

C. ENFORCEMENT

1. Failure to comply with this leasing policy shall result in a fine as so stated in the rules and maintenance enforcement policy or rules enforcement policy whichever applies. The fine shall be due to the Association by the unit owner, regardless of whether the violation was committed or caused by the unit owner, their tenants, guests, invitees or contractors.
2. In the event a unit owner shall default in the payment of any charge, assessment, fine or penalty levied by the Association against a leased unit, and such default continues for a period of thirty (30) days, the Association (or its manager) shall so notify the tenant of the unit, in writing, of the amount due. Within fifteen (15) days after the date of such notice, or on the next date that the rent is due, the tenant shall pay to the Association the amount of such unpaid charge or assessment, limited, however, in any one month to an amount equal to one month's rental charge. The amount so paid by the tenant to the Association shall be credited against and shall offset the next monthly rental installment due to the owner of the unit following the payment by the tenant of such charge or assessment.

This policy will be administered in conjunction with the unit rental policy, as appropriate.

This policy shall be effective on April 26, 2011.

ATTEST:

Tracy Sartors
President

5/16/11
Date

Dominic Sematua
Secretary

5-24-11
Date

Yorktown Community Services Association
Rules Enforcement Policy

WHEREAS, BY-LAWS, ARTICLE VII, Powers and Duties of the Board of Directors, Section 1. Powers, "The Board of Directors shall have power to a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guest thereon, and to establish penalties for the infraction thereof..."

WHEREAS, for the benefit and protection of the ASSOCIATION and of the individual MEMBER, the BOARD deems it desirable to establish and operate by a procedure to assure due process in cases where there is a question of compliance by a MEMBER, his family, his guests or tenants with the provisions of 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 the BOARD where they must take action relative to questions of compliance by an individual with the provisions of the PROPERTY DOCUMENTS:

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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 alleged 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. Any other information that may aid the Board of Directors in resolving the violation

8. The signature of the person submitting the complaint .

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

If, in the opinion of the BOARD or its authorized Representatives, the reported violation does not immediately endanger other residents or common property 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 if the report is correct, demanding (1) that any such violation cease and (2) (if appropriate) any common areas damaged by the violation be restored.

If the violating party does not comply with the above warning letter within ten (10) days, or if, in the opinion of the BOARD or its authorized Representatives, the violator could immediately endanger other residents or common property or, in any case, that a warning letter would prove ineffective, then the BOARD or its authorized Representatives shall send to the offending party a written notice of the violations and pending fine containing essentially the following information:

1. A description of the nature, the time, and the place of the violation.
2. A demand that the violation cease and that any damage t the common area is restored.
3. A statement that if the offender wishes to have a hearing prior to the levying of such fine, he or she must contact the BOARD or its authorized Representatives in writing, within seven (7) days from the date of the letter requesting a hearing at the next BOARD meeting.
4. A warning that, if the violation continues past the fifteen (15) day period, resolution of the violation will be scheduled by the BOARD or its authorized Representatives at the homeowner's expense.
5. In the event of extenuating or unusual circumstances, the BOARD, or its authorized Representatives, may extend or shorten the fifteen (15) day period for compliance. The time period given to comply must be stated in the rule violation letter to the Owner.

6. A third and final statement informing the offender of a one hundred dollar (\$100) fine and that the issue will be resolved within fifteen (15) days. The resolution caused by any violation will be assessed against the offending party and/or the offending party's property, and that costs and attorney's fees will be assessed if the Association attorney is necessary to stop the rule violation.

7. Collections of fines will be through the Assessment collection and Payment Crediting Policy.

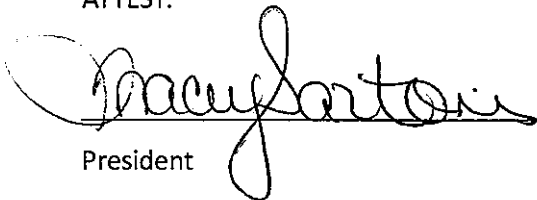
The accused person is entitled to a hearing before the BOARD for any alleged violation that is contested by the accused party. This may be accomplished by a written statement mailed to the BOARD or its authorized Representatives denying the rule violation report and requesting a hearing to present their position.

If the alleged rule violator request a hearing and brings or states they are bringing an attorney to the hearing, the BOARD may request the Association attorney to also be present. If the alleged rule violator does not attend the hearing or does not bring their attorney or the BOARD rules against the alleged rule violator at the hearing, then the attorney's fees charged the Association will also be assessed against the alleged rule violator as damages caused the Association due to the rule violation.

Any written request for a hearing before the BOARD shall stay the imposition of any fine until the BOARD disposes of the case.

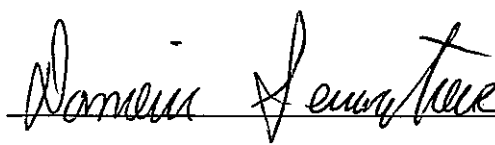
If at a hearing the BOARD rules in favor of the unit owner, the occurrence shall be closed in the file and not be held in the future as a violation under this policy.

ATTEST:



President

5-27-14
Date



Secretary

5-27-14
Date



YORKTOWN COMMUNITY SERVICES ASSOCIATION

MAY 20, 2015

Re: Roof maintenance, repair, and replacement

To whom it may concern,

Roof replacement for each townhome building is covered by the Association at its life expectancy. In addition, at the July 22, 2014 Board Meeting of the Yorktown Community Services Association the Board of Directors approved a motion to take over the maintenance and repair responsibilities of each of the townhome roofs within the community.

Homeowners that have roofing issues or develop a leak should call the management company to report the issue immediately for repair. All costs of the repair and/or replacement will be paid for by the Association with funds collected monthly from residents and deposited into the Association accounts. All interior repairs will remain the individual owner's responsibility after the roof is repaired.

Please direct all questions about this notice to Bob Gillenberger, Jr. of Rj Community Management at (412) 527-8557 or Bob@RjCMgt.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Gillenberger, Jr.", is positioned below the "Sincerely," text.

Robert Gillenberger, Jr.
Community Manager
Rj Community Mgt.