

COUNTRY CLUB VALLEY ASSOCIATION, INC.

GENERAL USE RESTRICTIONS

Note: The term "Owner" for the purposes of enforcement and interpretation of this Rule and Regulation shall mean not only any Owner, but also the Owner's guest, family member or occupant of any dwelling or Lot, and any licensees, invitees, agents, servants or employees of the Owner.

1. All dwellings, Lots and the Open Spaces shall be used only for the residential purposes, without hindering or encroaching upon the lawful rights of other Owners, and in strict compliance with all applicable law, statutes, ordinances and codes.

2. No clothes hanging devices such as lines, reels, poles or frames shall be erected at any time on any Open Space. Clothes hanging devices may be erected and maintained on a Lot with prior written approval by the Board and all adjoining Lot Owners.

3. No noxious, unsightly or offensive activity shall be conducted on any Lot or the Open Space, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the Owners. The decisions of the Board as to what activity is noxious, unsightly or offensive shall be conclusive.

4. No above-ground tank for storage of any hazardous substance, noxious material, chemicals or any flammable gas or liquids may be maintained on any Lot, except propane tanks used for outdoor gas grills, or as an approved and supplemental home fuel source.

5. Any complaints regarding Open Space or Lots shall be directed in writing to the Board.

6. Lot Owners are permitted not more than three (3) domesticated household dogs or cats. The animals must be kept and maintained in compliance with all laws and ordinances. No breeding or boarding of dogs shall be conducted or maintained in any Unit, Lot or the Open Space.

Animals and pets must be controlled by the Owner (or their delegate) at all times so as not to cause offense or be a nuisance to other residents. Pets shall not be permitted to run loose, including when being walked. Pets shall not be left unattended in an owner's yard unless a fence, electronic pet containment system or some other system is in place.

The Owner of a Unit in which a pet is maintained is responsible for cleaning up any animal waste deposited by their pet on any Lot or the Open Space; Owners shall also be responsible to promptly repair or reimburse the cost of repairs of damages done by a pet to any Lot, Living Unit or the Open Space.

7. Trash, recycling containers, garbage, refuse, rubbish or grass cuttings are to be put in a heavy bag or closed container and put out in accordance with the regulations of the collection agency. Empty trash containers shall be removed from the curb as soon as possible after pickup. No dumping of grass cuttings, leaves, rubbish or other debris is allowed on the Open Space. A net dedicated compost pile is allowed on a Lot as long as it is maintained and is not offensive to any adjoining neighbors and is not clearly visible from any street.

8. Each Owner shall keep his or her Lot, Living Unit, patio and deck in a state of neatness and cleanliness. No tires, tools, ladders, garbage bags, tents or the like may be stored or left on any Lot. Items may be stored under decks if the area is enclosed to obscure the view of stored items. The enclosure must be in accordance with all applicable rules and regulations. Outdoor gas or charcoal grills and tables and chairs may remain set up on patios and decks.

9. Firewood shall not be stored on the Open Space. Stored firewood must be neatly stacked, and shall not be stacked, stored or piled in such a manner as to extend above or beyond any privacy walls or deck railings. Not more than 128 cubic feet (one cord) stacked no more than 5' high may be maintained upon a Lot without prior written approval by Board and all adjacent Lot Owners. Firewood shall not be permitted to attract or become infested with insects or animals at any time.

10. Lot Owners shall remain obligated to reimburse the Association for the costs of all repairs, including costs of materials, equipment and labor, as well as professional fees of engineers, architects and legal counsel, incurred in repairing, reconstructing or replacing any part or portion of the Open Space or any Lot damaged by the Owner, their family, licensees, tenants, invitees, guests, agents, servants, employees, and independent contractors.

11. Lot Owners must keep the grass on their Lots below 6".

12. All driveways must be paved and no grading, landscaping, excavation, or driveway installation shall be constructed on any Lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way.

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ARCHITECTURAL STANDARDS, PROCEDURES AND GUIDELINES

1. No Owner shall:
 - a) alter (including paint, roof color, add sheds, decks, sidewalks) or improve any exterior portion of their Living Unit, a Lot and/or Open Space, without the prior written consent of the Board;
 - b) install, store, erect or maintain on any Lot, without the prior written consent of the Board, above ground swimming pools, accessory buildings or storage sheds;
 - c) place a fence, hedge or other continuous obstruction or barrier of like nature upon any Lot or the Open Space unless approved in advance, in writing, by the Board and all adjoining Lot Owners;
 - d) proceed with any work or improvements without such building permits or approvals as may be necessary under Federal, State or local laws, statutes or ordinances before starting work. As a condition precedent to permitting or authorizing an Owner to deliver materials and/or start work, the Board may require the Owner to provide the Association with a copy of any plans approved, or permits issued, by the local municipality.

2. Only sculptures, statues, bird baths or animal replicas that blend with the natural setting and are properly maintained may be placed, erected or installed on any Lot. Final decision on acceptability will be with the Board.

3. No outside shades, exterior window guards or awnings are permitted over window or doors. Deck awnings or shades are permitted only with prior consent of the Board and must be constructed of canvas like material.

4. No advertising signs or notices shall be erected or displayed on the Open Space or on a Lot with the following exceptions: small identifying signs identifying the Owner of the Lot; one "For Sale" or "Sold" sign in front of the house offered for sale; one Security System sign; and one Contractor sign displayed only for the duration of construction, to a maximum of one month. One Day Special Event Sign may be posted on the Lot for the duration of the event.

5. The Board, or if appointed, the Architectural Control Committee, shall monitor the Lots, Living Units, and Open Space to insure compliance with the declaration, Rules and Regulations, architectural standards and approved plans for alteration or improvement.

6. The land, trees or plantings in the Open Space will not be filled, removed, planted, cultivated or otherwise chemically treated except as instructed or approved by the Board. Fallen trees may be removed provided no damage occurs to the surrounding areas.

7. Lot Owners shall be required to submit all requests permitted under these rules or otherwise in writing prior to the commencement of any work. Any alterations made without written Board approval shall be subject to the imposition of a fine of at least \$100 (or such sum as the Board may resolve annually to apply), in addition to the requirement that the alteration be submitted for consideration by the Board.

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VEHICLES AND PARKING

1. No trailers, tractor trailers, mobile homes, recreational vehicles, motor homes, campers or the like shall be maintained, stored or left unattended on the Open Space or Lots. No boat of any type shall be permitted to be stored or parked on a Lot. No vehicle shall be parked on any lawn or Open Space.

2. No repair or maintenance of any vehicle is permitted upon any Lot for more than three (3) days.

3. An abandoned vehicle is any vehicle that does not have a current registration, or a current license plate, or is in an inoperable condition.

- a) Abandoned vehicles shall not be stored or maintained in any inoperable condition on the Open Space, nor upon any Lot, street or driveway; but vehicles may be stored in a garage.
- b) The owner of an abandoned vehicle will be identified by the Board or Management through the Pennsylvania Vehicle Registration files, or by or with the assistance of the township or state police.
- c) The Board shall send to the last registered owner of said vehicle a certified letter stating that he/she has five (5) days from the date of the letter in which to remove the vehicle from the Open Space, or the vehicle will be towed at the vehicle owner's expense. Said notice shall be deemed given when deposited in the mail with all postage prepaid. Additionally, the letter shall state the intended towing date, name, address and phone number of the towing service and the approximate charges, if known, that will be incurred.
- d) If the vehicle is not moved at the end of the five (5) day period, the vehicle will be towed or removed from the Lot or Open Space at the owner's expense.
- e) All costs and expenses (including attorney's fees) incurred in connection with the removal and storage of an abandoned vehicle shall be the responsibility of the vehicle owner and shall be a lien against the vehicle, owner and Lot.

4. Except for licensed motorcycles used on the road for normal transportation, no unlicensed motorcycles, "dirt bike" motorcycles, mini-bikes, motor scooters, snow mobiles, ATVs, go-carts or similar motorized vehicles may be maintained, stored, operated or ridden on a Lot or Open Space; such vehicles, if not visible from the street or adjoining Lots, may be stored on a Lot, but they may not be maintained, operated or ridden on a Lot or Open Space.

COUNTRY CLUB VALLEY ASSOCIATION, INC.

DELINQUENT ASSESSMENT COLLECTION PROCEDURES

1. Any annual assessment, special or other assessment as may be levied by the Board under the Declaration in furtherance of its duties shall be termed delinquent if not paid on or before the due date stated in the Notice of Assessment.
2. If any assessment remains unpaid for thirty (30) days after mailing of the Notice of Assessment due date, then a Notice of Delinquency shall be sent by first class mail to the delinquent Owner requesting payment within thirty (30) days, and advising that a late fee to be fixed annually by the Board will be added to the delinquent account together with costs of collection, attorney's fees, and interest at the rate of 10% per annum, or the prime rate, whichever is higher, will be assessed if the assessment is not paid within thirty (30) days. The Notice of Delinquency shall contain a Notice that the Association may enforce payment of the assessment, costs, fines, attorney's fees and interest by an available legal means.
3. Each succeeding month an additional late fee shall be added to any account which continues to carry a delinquent balance.
4. If the assessments, including all fines, interest, legal fees and costs of collection remain delinquent for sixty (60) days, a Final Notice of Delinquency shall be sent by first class mail to the delinquent Owner advising the Owner of the balance due in the account, and that suit shall be instituted to collect the balance unless the account is brought current within five (5) days of the date of said notice.
5. If all assessments, fines, interest and costs of collection and attorney fees, if any, are not paid within five (5) days of the date of the Final Notice of Delinquency, the Association may notify the Owner's first mortgagee of the delinquency and may initiate all appropriate legal actions for the collection of the debt at the Owner's expense.
6. If any assessment, without regard for whether annual or special, remains delinquent in excess of thirty (30) days, then the entire balance, if any there may be, of the current fiscal year's annual assessment and/or special assessment, as applicable, may be accelerated by the Association, and be declared immediately due and payable in full.
7. All delinquent assessments, together with all fines, charges, interest, legal fees, court costs and other expenses or fees incurred by the Association in the collection of a delinquent account shall be the personal responsibility of the Owner and shall be a lien upon the Lot.
8. Should a delinquent Owner fail to pay all sums due within thirty (30) days of the receipt of a Final Notice of Delinquency, then without further notice to the Owner, the delinquent Owner (and any family members, licensees, invitees, guests or tenants occupying the

unit) shall have forfeited all rights and privileges to use any of the Open Space (except roads for ingress and egress from their Lot), to serve on the Board or as an officer of the Association or on any committee thereof, and to vote at any meeting of Owners, until such time as all delinquent assessments, penalties, charge, interest, legal fees and court costs are paid.

9. The assessment collection procedures set forth in this resolution shall not be exclusive of any other rights and remedies available to the Board or the Country Club Valley Association, Inc. under applicable law.

COUNTRY CLUB VALLEY ASSOCIATION, INC.

FINING PROCEDURES

1. Any Owner or resident may submit a written complaint to the Board alleging a violation by an Owner of the Governing Documents. Complaints by Owners and residents must be in writing, signed by the complainant, specify the provision in the Governing Documents allegedly violated and set forth in detail the facts believed to constitute the violation before the Board shall consider the complaint.

2. The Board shall review any complaint submitted by a complaining Owner, Board member, resident or the Managing Agent. Within thirty (30) days after the receipt of a written complaint and upon review and consideration by the Board, including review by legal counsel if deemed necessary, the Board shall determine whether there is or has been a violation of the Governing Documents. Board determinations of a violation must be by majority vote; otherwise, the complaint shall be dismissed.

3. In the event the Board concludes that there has been or is a violation of the Governing Documents, the Board may issue a First Notice of Violation (warning letter) sent by First Class Mail to the Owner(s) found to be committing or have committed a violation, setting forth the applicable provisions of the Governing Documents. The Owner shall be given ten (10) days (or less if circumstances warrant) to cure the condition or to cease and desist from continued violation. The Board shall state the fine that shall be imposed against such Owner and such other action which the Board may elect to take if the violation continues. The Owner shall have a right to appeal the determination within the initial ten (10) day cure period. If no Notice of Violation is issued by the Board, the Board shall advise the complaining Owner in writing of the resulting disposition of the matter by the Board.

4. Upon the expiration of the initial ten (10) day cure period, if the violation persists, the Board shall issue a Second Violation Notice letter by first class mail, postage pre-paid and the Board shall levy the fine, which may include a daily fine and demand the Owner to cure the violation or cease and desist within five (5) days of the date of the Second Violation Notice. This violation Notice shall include a Statement describing the fine that the Board will impose against such Owner and notice that the matter shall be forwarded to legal counsel after five (5) days.

5. Violations shall be turned over to legal counsel for the filing of an appropriate legal proceedings at the expiration of the five (5) days allowed from the Second Violation Notice.

6. Where the Board determines that a certain violation represents a risk to the health, safety or welfare of the Owners or represents a risk of harm or impairment to the value or condition of the Open Space, Lots or Living Units, then the Board may refer the matter to legal counsel for the filing of appropriate legal proceedings at any time without regard for the transmission of Violation Notices.

7. Any fine imposed in accordance with this Rule shall, until fully paid, constitute an assessment and a lien against the unit and shall be collectible in the same manner as provided for in the collection of annual and special assessments and enforcement of liens.

8. Lot Owners are responsible to cure any violation of the Governing Documents by their family, guests, invitees, tenants, licensees, agents, servants or workmen, employees, contractors or otherwise and are liable to the Association for payment of any damages, assessments or fines or other charges including legal fees assessed.

9. The Board shall not be precluded from bringing any action provided by law or equity or both against the Owner, tenant and/or Lessee to enforce compliance with the Governing Documents. It shall be the obligation of the Owner to reimburse in favor of the Association all legal fees, court costs, interest or other charges including damages incurred by the Board in an action for the enforcement of the Governing Documents or the collection of any fine imposed hereunder or otherwise incurred in seeking or obtaining an abatement, cure or correction of a violation.

10. Any hearing on an Owner's requested appeal shall be held before the Board or a Hearing Officer appointed by the Board within thirty (30) days after receipt of the Notice of Appeal. The appealing Owner shall attend the appeal hearing before the Board or Hearing Officer and produce any relevant statement, evidence and/or witnesses on his or her behalf. Any parties to such hearing may be represented by legal counsel.

11. After consideration of the evidence presented at such hearing or upon review of the report of its Hearing Officer, the Board shall issue its decision in writing to the Owner. The Board's decision shall be issued within ten (10) days after the conclusion of such hearing. Decisions of the Board shall be by majority vote and shall be final and binding.

12. In the event of a second occurrence of the same violation of the Governing Documents, the Owner will not receive a warning letter. A First Violation Notice shall be transmitted to the Owner and/or responsible persons and shall include the levying of an immediate fine and enforcement proceedings as the Board may elect.

HOMEOWNER LEASING REGULATIONS

Prior to leasing any home within Country Club Valley, the Owner shall follow the procedure set forth below:

1. Every Owner who wishes to lease a Unit for residential purposes only, shall include the Addendum to Lease, the form of which is attached to these rules and identified as Lease Addendum #1.
2. Every Owner shall submit to the Association (1) the proposed written Lease with Lease Addendum #1 attached and signed by all parties; (2) a completed information form which is attached to these rules and identified as Lease Addendum #2; (3) a non-refundable \$25 fee payable to the Association to absorb the costs of processing the lease and forms attached and (4) any license required by the Township of Valley in accordance with its Ordinances as it may, from time to time, adopt.
3. The Board of Directors or a duly authorized representative of the Board shall review the submitted documents for compliance with these rules. The Association shall approve/disapprove the agreement within 5 days of submission to the Board.
4. Failure of any Owner or Lessee to follow the procedures outlined herein or violation of any provision of the governing documents of the community shall be a violation by the Owner of the rules of Country Club Valley and the violation procedures shall be enforced. The Association may elect to enforce the governing documents against Owner or Tenant, either or both, within its sole discretion.
5. Owners are responsible to assure that tenants follow the rules and regulations. All fines are levied as a lien against the Owner and/or Tenant and the Unit.
6. Owners are responsible to the Association for all assessments, fines and damages to any Association property notwithstanding any arrangement Owner may have with Lessee.
7. Leases shall not be for a term less than six months unless expressly approved by the Board.
8. The maximum number of individuals who shall be entitled to lease any Unit or occupy a leased Unit shall not exceed the maximum permitted by ordinance or health regulation.
9. An Owner may not lease less than the entire unit.

10. Occupancy by Lessee of any Unit shall be for residential purposes only and shall comply with all operable laws, ordinances and codes and the Country Club Valley Association, Inc. Declaration, By-laws and Rules and Regulations.

Leasing Addendum #1

Lot No. _____

**Information Form
Country Club Valley Association, Inc.**

Lot Owner _____

Phone No. _____

NAME OF LESSEES AND ALL OCCUPANTS (All tenants on lease shall be listed and children):

PRESENT ADDRESS _____ PHONE _____

LEASE TERM _____ PROPOSED STARTING DATE _____

RENEWAL OPTIONS, IF ANY _____

AUTOMOBILES, MAKE & YEAR _____ LICENSE NO. _____

_____ LICENSE NO. _____

OTHER PERTINENT INFORMATION _____

APPLICANT AND UNIT OWNER UNDERSTAND AND ACKNOWLEDGE THAT ANY LEASE FOR A UNIT AT COUNTRY CLUB VALLEY MUST RECEIVE THE WRITTEN APPROVAL OF THE ASSOCIATION'S BOARD OF DIRECTORS, OR AGENT THEREOF, AND WITHOUT SUCH WRITTEN APPROVAL, WHICH SHALL NOT BE UNREASONABLY WITHHELD, THE OCCUPANCY OF SUCH UNIT BY ANYONE OTHER THAN THE OWNER IS IN VIOLATION OF THE ASSOCIATION DOCUMENTS OF COUNTRY CLUB VALLEY ASSOCIATION, INC.

LOT OWNER'S SIGNATURE:

ALL APPLICANTS' SIGNATURES

Date: _____

Date: _____

FORM APPROVED BY _____ Date: _____