

**RULES AND REGULATIONS
KIMBERTON KNOLL HOMEOWNERS
SINGLE HOMES**

I. INTRODUCTION

The purpose of these Rules and Regulations is to complement the covenants and restrictions in the Declaration and to be consistent with the intent of the Declaration to preserve, maintain and enhance the integrity of the Association, to preserve the value of the property and the architectural harmony of the buildings and the sight design of the Community.

It is the responsibility of the Association, through the Board of Directors to administer and enforce these rules. These rules may be amended from time to time as the needs in the community change. The Board is interested in comments or suggestions from members of the Association regarding these rules as permitted by the governing documents. Consideration will be given to any written proposal to modify or amend any portion of the rules. The Association will monitor the effectiveness, practicality and applicability of these rules with the intent to initiate amendments if warranted.

Please take time to review and understand the rules. If you have tenants in your unit, please make sure you pass these along to them. It is the responsibility of the owner to ensure that their tenant understands and abides by these rules.

II. ARCHITECTURAL AND LANDSCAPING STANDARDS AND PROCEDURES

A. GENERAL

1. No unit owner may later or paint any exterior portion of a unit or lot without the prior written approval of the Board of Directors and, if necessary, the appropriate approval and permits required by the township.
2. Unit owners must submit a written application using the Architectural Request Form provided by the Association to propose alterations to the exteriors of their unit and lot, including but not limited to decks, lighting, painting and other exterior finish or components and landscaping improvements along with the plans if necessary, to the Board for approval.
3. The principle criterion for the review, consideration and approval of any application for any exterior alteration, modification or change to the character of the building, architecture, materials and the color scheme will be the safety, security and general welfare of the community. The aforementioned will be considered in making decisions for any such requests for the proposed changes.
4. Any complaints regarding the actions of the Board, officers of the Association or the Managing Agent must be submitted in writing to the Managing Agent, PENCO Management.

5. The Board may, pursuant to and within the limitation of the Declaration and Bylaws for the Kimberton Knoll Homeowners Association, amend these Rules, Regulations and standards from time to time.

B. REGARDING SPECIFIC CHANGES, ALTERATIONS AND INSTALLATIONS

1. No unit owner shall install any exterior lighting, including but not limited to, light posts and in-ground lights, without prior approval of the Board. No floodlights of any kind will be permitted.

2. Detached structures are allowed as long as they follow the proper guidelines and procedures, written architectural request and prior approval from the Board.

a. FREE STANDING SHEDS - The design shall be compatible with the design of the house, the roof line must be compatible with the house, the same color scheme must be used and the Shed must be ten (10) feet from the property line and must be no greater than 120 square feet.

b. FENCES - Can be four (4) feet along the sides and may be six (6) foot high stockade along the back. **FENCES ARE NOT ALLOWED IN THE FRONT OF THE HOME.** The material must be only wood that has been preserve treated. The styles must conform to either split rail or vinyl; they must be white or conform to the color of the house.

c. PLAY EQUIPMENT - It is allowed as long as it is not permanent, swing sets, jungle gyms, sliding boards must be in the back of the home, out of view of the front entrance.

3. No signs of any kind shall be displayed in public view on a unit, lot or common ground without the prior written permission of the Board or its Managing Agent, including "For Rent" signs and custom name and address signs on the front doors, if different than originally installed by the builder. Real estate "For Sale" signs are permitted only if displayed from the interior of a unit. They are not permitted to be placed on the exterior of any unit or lot. Illuminated signs of any kind are prohibited.

4. No solar panels or similar installations may be placed upon any home except on the roof, which is the sole responsibility of the single-family homeowner, unless approved by the Board. No satellite dishes or antennas shall be erected unless an architectural request is put in writing along with the plan of installation and where it will be placed.

5. No outsides shades, awnings, trellis, exterior guards, grates, outside fans, air conditioners or like devices shall be used about the windows or the exterior of the building except those that have been approved by the Board and only after written request has been submitted and reviewed.

The following specifications are the general guidelines. Owners must submit an Architectural and Landscaping Request Application and receive written approval from the Board of Directors prior to construction.

6. All windows and sliding glass doors must be covered with curtains, drapes, blinds or the like. They must be white or a light neutral color. No stained glass, plastic films or colored glass coating are permitted. Any other covering must be replaced within sixty (60) days of occupancy with a permanent replacement.

7. No flagpoles or basketball backboards will be permitted unless prior approval has been obtained from the Board of Directors.

8. No above ground gas tanks or other flammable liquids may be maintained on any lot.

9. Storm doors are permitted upon request and only of a type and style approved by the Association. Design type and sources can be obtained from the Managing Agent.

10. Deck installations additions or extensions are subject to the standards specifications as determined by the Board of Directors, based on the original builder specs. Such specifications are outlined below. This must be consistent with the township codes.

	STANDARD	UPGRADE
a.	Model 6 x 13 feet wide	12 x 20 feet wide
b.	Model 8 x 11 feet wide	16 x 11 feet wide

Railings- are made up of 1-1/2 x 1-1/2 balusters which are spaced 6 inches on center. The top rail is a 2 x 6 cap with a 2x 6 upright to support and strengthen the entire rail system which is 40 inches high.

Decks - framing consists of 2 x 8 floor joists and then wrapped with a 2 x 8 band. The deck is supported by 6 x 6 posts.

Flooring - 2 x 6 lumber on the entire deck must be pressure treated.

Stairs - must meet the ground no more than 13 feet past the back wall of your home. The stairs must land on a cement pad. Transparent water seal may be used to stain the decks.

D. RULES REGARDING PETS

1. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot or the common area. Ordinary dogs, cats, fish, birds and other domesticated household pets are allowed provided they are kept on the interior of the unit and are not bred for commercial purposes.

2. The Association, acting through the Board, shall have the right to prohibit and fine homeowners whose pet, in the opinion of the Board and as may be documented by written complaints from owners, a nuisance to other owners.

3. Animals and pets, CATS, DOGS, etc., must be controlled by the owner (or their delegate including but not limited to lessees, guests and invitees) at all times and must be kept in the pet owner's unit or on a leash being held by a person capable of controlling the animal. If any animal belonging to an owner or resident is found to be unattended outside of the pet owner's unit and not being held by a leash and a person capable of controlling said animal, the Association shall have the right to levy fines and/or cause the animals to be removed from the property.

4. It is the absolute duty of any pet owner to remove any animal waste (excrement) deposit on any neighbor's lot or common area by the pet immediately and in a sanitary manner into the pet owner's refuse container.

5. The following fine schedule will be implemented:

No Warning	
First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense &	\$200.00
Every fine thereafter	

D. RULES REGARDING VEHICLES AND PARKING

1. No owner shall park, store or keep on any property or street (public or private) within the property any commercial type vehicle (dump truck, cement mixer, oil or gas truck., delivery truck or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance or incompatible with the residential character of the community) and recreational vehicles (camper unit, motor home, truck trailer, boat, mobile home or other similar vehicle) upon any uncovered parking space so as to be visible from anywhere on the property. The above excludes pickup trucks and including three-quarter (3/4) ton truck, vans, minivans and pickup trucks. Limousines are deemed commercial unless the owner can demonstrate that such vehicle is their primary source of transportation which will be determined by the Board of Directors.

2. ALL HOMEOWNERS MAY USE THEIR DRIVEWAY AND GARAGE FOR THEIR PERSONAL USE, AS THEY SEE FIT.

3. An abandoned vehicle is any vehicle that does not have current inspection, a current license plate tag or is in a state of non-operative condition (i.e., flat tire(s), no tires, no engine, etc.). The owner of said vehicle will be identified by the Managing Agent through the Bureau of Motor Vehicles and will be notified by the Managing Agent that said owner shall have five (5) days from the date of said notice in which to remove the vehicle, or the vehicle will be towed at the owner's expense. Said notice will provide the owner with information concerning the address and telephone number of the towing service and the charges that will be incurred.

4. No resident vehicles shall be parked curbside on any street at any time. Guests should be encouraged to park in the overflow lot closest to the person they are visiting. The Association is

not responsible for any damage caused by parking in the street. Unit owners are responsible to be in compliance with this policy and must inform all guests of its enforcement.

E. LANDSCAPING

1. Any proposed change, addition or removal by a unit to the existing landscaping and including the planting of any lot must be submitted in writing and approved by the Board. If, in any event the Board fails to approve or disapprove such requests within sixty (60) days after the plans have been submitted to the Managing Agent, approval shall be deemed denied unless further notified.

2. Each unit owner must maintain any owner-installed lawn care including material and flowers after prior approval has been obtained.

3. No ornamental borders are permitted around planted beds or along the curbs or the walkways.

4. No fruits or vegetables shall be grown on any portion of the common areas and all requests for herb gardens must be in writing to the Board of Directors.

5. Flowers can be planted in the existing flower beds but must be no higher than the windows.

6. No edible fruit bearing trees, bushes or vines are permitted.

7. Temporary plants in containers are permitted, but they must be properly maintained and removed once they become unsightly.

8. All hoses and watering devices must be neatly stored when not in use.

9. Unit owners are responsible for watering grass, shrubs and trees during a drought or periods of severe limited rainfall.

10. Dead trees and shrubs in the common areas will be removed by the Association. The Association has the option to replant said trees or shrubs or not to replace them in accordance with the maintenances schedule.

11. No burning of trash, leaves or other material is permitted in the common areas.

F. RULES REGARDING GENERAL USE RESTRICTION

1. All property lots, buildings and common areas designated for residential use shall be used, improved and devoted exclusively to and for residential use only. Units are single family dwellings only, multiple families in one unit are not permitted. Homeowners purchasing a residence in the Kimberton Knoll community are required to live in the residence for (2) years prior to leasing the residence. If a Unit Owner(s), after the (2) year residency decides to rent their residence, the Unit Owner(s) must notify the Management/Board immediately. The Unit Owner(s) must submit a copy

of the executed lease agreement to the management office within 30 days prior to the tenants move-in date and/or effective date of the lease. The Unit Owner(s) must provide contact information for all parties which should include the Unit Owner(s) alternate address, contact phone number(s) & email address, a list of all tenant's name(s), tenant's phone numbers and email addresses. The duration of the lease must be (1) year or longer. A lease less than (1) year is NOT permitted.

The Unit Owner must provide and affirm that the lessee has read and understands the Rules and Regulations of the community. All leases/rental agreements must be in writing and must state that if the tenants fail to comply with the Rules and Regulations of the community it will constitute as a default of the lease. An annual administrative fee of \$200 will apply for all rentals and/or leases. All administrative fees are to be paid by personal check payable to the Kimberton Knoll HOA. Please note, B&B or VRBO's or any other short-term rentals are not permitted. Rentals must be leased for 1 year or more. You may not advertise your residence for less than one year. Failure to do so will result in a \$2500 fine.

2. Use of common area is limited to the declarant, the owners, their families, lessees and guests.

3. No rubbish, trash, garbage or other waste material or debris shall be kept or permitted on any lot or common areas. No odor shall be permitted to arise from any lot to render the property or a portion thereof unsanitary, unsightly, offensive or detrimental to the welfare and health of any owner or resident or to any other property in the vicinity.

4. All trash shall be placed in containers. No brown paper bags or grocery bags will be acceptable trash receptacles. (All recyclable containers will be stored inside the units when not necessary for collection.) Storage of the trash & recycle containers are permitted inside the dwelling, on the back deck or hidden from view.

5. Clotheslines are permitted ten (10) feet from the property line **in the back only, no more than twenty (20) feet from the house; they must run parallel to the house and the supports must be 4 x 4 pressure-treated wood.** Household fabrics shall not be hung, dried or aired on the exterior of any home or any lot and no materials will be stored on the exterior of the dwelling. **Drying racks will be permitted on the deck only.**

G. SNOW REMOVAL - The removal of all snow shall be the responsibility of each unit owner at his or her own cost and expense. All common areas of the development will be covered by the Association.

1. Homeowners should refrain from walking on designated walking paths that are not shoveled during inclement (snowy/icy) weather.

2. No homeowner shall alter the exterior port, decorative or otherwise, without the written consent of the Board, except the seasonal decorations in keeping with the architectural character and scale of the units and the community may be displayed.

3. All firewood must be neatly stacked in the back of the yard or under his or her said deck. The

Association shall not be responsible for damage caused by insects from wood stacked next to any unit. It is recommended that not more than one-half cord of wood be stored at anytime and that firewood stored be consumed annually to avoid the risk of insect or rodent infestation.

4. Outdoor cooking grills are allowed but should not be placed against or near a building or other combustible materials and a fire extinguisher or hose should be kept next to the grill when in use.
5. For the safety of our children and the health of our trees, No tree climbing is permitted.
6. All toys need to be stored inside or around back at the end of the day.

III. FINES AND RELATED ACTIONS BY THE ASSOCIATION

1. The Board, its designated committee or Managing Agent shall notify the unit owner (and not the tenant) responsible for violation of the Rules and Regulations, in writing, and describe the violation with reasonable particularity and direct reference to the section of the rules applicable. This first notification shall be the WARNING NOTICE.

2. If the unit owner believes that an error has been made in the Warning Notice, the owner has the right to register an objection, in writing, to the Managing Agent within twenty (20) calendar days from the date of the notice.

3. If the unit owner fails to correct the violation, as determined from inspection by the Committee or Managing Agent, a Second Notice will be mailed to the owner. If the violation is not corrected within twenty (20) days of the date of the Second Notice, there will be a daily fine of Five Dollars (\$5.00) per violation assessed to the unit owner's account. After thirty (30) days from the commencement of the fines, if noncompliance still exists, the Board may institute legal action in accordance with the Declaration and the provisions for collection of past-due assessments. Such legal actions may include a lien and judgment placed upon the property. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine will be the responsibility of the unit owner.

4. The following fine schedule will be implemented;

No Warning	
First Offense	\$50.00
Second Offense	\$100.00
Third Offense	\$150.00
Fourth Offense &	\$200.00
Every fine thereafter	

In the event of such violation, the unit owner will be notified, in writing, that the fine has been assessed, and such notice shall include the date (for which event a written complaint must be forwarded to the Managing Agent and signed by the owner reporting the violation).

5. The fine procedures set forth in this section of the Rules shall not be exclusive of other rights and remedies which may be available to the Association or Board as set forth in the Declaration.

THESE RULES, REGULATIONS AND STANDARDS ARE APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS FOR THE KIMBERTON KNOLL HOMEOWNERS ASSOCIATION, INC. this day of February 22nd, 2018.

ADDENDUM TO THE KIMBERTON KNOLL RULES AND REGULATIONS

IV. CAPITAL IMPROVEMENT FEE

1. A Capital Improvement Fee in the amount equal to Three Hundred Dollars (\$300.00) shall be assessed and paid in any instance where title to a unit within Kimberton Knoll is transferred and shall be paid to the Association's Managing Agent by the purchaser or person or entity taking title at the time of conveyance.

2. The aforementioned Capital Improvement Fee is nonrefundable.

3. The Capital Improvement Fee is, and shall remain until paid, the personal obligation of the new owner(s) of a unit and shall constitute a lien against the unit in the same manner as unpaid general or special assessment.

4. No Capital Improvement Fee shall be paid upon a purely gratuitous transfer between spouses, parents and child, siblings or grandparents and grandchild. A gratuitous transfer is a transfer of title between one of the persons identified above for no consideration or benefit to the seller. It shall be the obligation of the person or persons asserting gratuitous transfer of title to provide the Board of Directors or its Managing Agent with copies of documents such as deeds, mortgages, settlement sheets, transfer tax forms and affidavits, demonstrating and proving that the transfer of title is gratuitous for purposes of this Rule.

5. Notice of the obligation to pay the Capital Improvement Fee upon transfer of a unit shall be included in all resale certificates issued by the Association.