

RULES AND REGULATIONS FOR KIMBERTON KNOLL HOMEOWNERS TOWNHOUSES

I. INTRODUCTION

The purpose of these Rules and Regulations is to complement the covenants and restrictions in the Declaration and to also 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, consideration to the extent permitted by the governing Documents 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 the 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

The principal 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. The criteria of the safety, security and general welfare will be considered in making decisions for any such requests for the proposed changes.

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 improvement along with the plans if necessary to the Board for approval.

No unit owner may alter 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.

Any complaints regarding the action of the Board, officers of the Association, or the Managing Agent must be submitted in writing to the Managing Agent, PENCO Management.

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 additional 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 not felt to enhance the planned character of the community and are not permitted; this includes but is not limited to storage sheds, pet houses, green houses, permanent barbecues, tents, shacks, swimming pools, fishponds, or other building improvements of any kind to be placed upon the property or any lot.
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 the 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 lot of buildings unless approved by the Board. Satellite dishes or antennas shall not be erected unless an Architectural Request is in writing along with the plan of installation and where it will be placed.
5. No outside shades, awnings, trellis, exterior window 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.
6. All windows and sliding glass doors must be covered with curtains, drapes, blinds or the like and must be white, beige or consistent with the exterior of the building. No stained glass, plastic films or colored glass coating are permitted. Any other covering must be replaced within 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 tank of gas or other flammable liquids may be maintained on any lot.
9. No birdbaths, lawn ornaments or benches may be affixed or placed on the exterior of any unit or common area. Such requests must be submitted in writing for review and approval.
10. Fences, walls or other similar structures are not permitted on any common area.
11. There is one permitted deck stain:

Behr Premium waterproofing stain & sealant – CHESTNUT – Semi transparent – Home Depot

Owners must submit an architectural and landscape request application and receive written approval from the Board of Directors prior to construction.

Deck Sizes:

Standard Size - 2 Bedroom - 10' deep X 17' wide
3 Bedroom - 10' deep X 20' wide

Upgrade Size - 2 Bedroom - 12' deep X 17' wide
3 Bedroom - 12' deep X 20' wide.

Railings – made up of 1-1/2 x 1-1/2 balusters, which are spaced 6" on center. The top rail is a 2 x 6 cap, with a 2 x 6 upright to support and strengthen the entire rail system, which is 40" 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' past the back wall of the townhouse and the stairs must land on a cement pad. Transparent water seal may be used to stain the decks.

Decks cannot be any wider than the townhouse, or greater in length then referenced above.

Composite Decking – If replacing deck with composite material the following specs will apply.

Decking: Timber Tech Composite Decking; Color: Antiqua Gold

C. Rules Regarding Pets

1. No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot of 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 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 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) deposited on any 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 to be 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. No unit owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle (motorized or not) upon any portion of any lot or upon the common area. This includes, but is not limited to, engine tune-ups, oil and other fluid changes.

3. Vehicles must be maintained so as not to damage parking areas and macadam surfaces (i.e., leaking oil, gas or other fluids). The Association shall hold responsible the owner of a unit to which the vehicle is associated to pay for any necessary repairs to the Association property, such expenses shall become an assessment to the unit account of said owner.

4. 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.

5. 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.

6. Each unit allotted two parking spaces nearest their unit as available.

E. Landscaping

1. Any proposed change, addition, or removal by a unit to the existing landscaping and including the planting on 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.
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 flowerbeds but must be no higher than 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 their maintenance 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. It shall be the Unit Owner's responsibility to keep their residence clean and in good order. Residence should never appear unsightly. Trash bags and recycle items should be stored in lidded trash containers at all times. No loose rubbish, trash bags, waste material or miscellaneous household items shall be stored on or under deck, or on any lot or common area. No odor shall be permitted to arise from any lot so as to render the property or a portion thereof unsanitary, unsightly or 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 secure containers. No brown paper bags or grocery bags will be acceptable trash receptacles. All trash and recycling bins & containers should be stored neatly near the entrance to the unit. Storage of the trash & recycle containers are permitted inside the dwelling, on the back deck or hidden from view.
5. No clothing or household fabrics shall be hung, dried, or aired on the exterior of any building or any common area and no materials will be stored on the exterior of the unit.
6. No business, industry, trade, or commercial enterprises of any kind shall be commenced, erected, maintained, operated, or conducted out of any unit or any portion of a unit or any portion of the common area.
7. No unit owner shall alter the exterior portion, 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.
8. All firewood must be neatly stacked in the back of the unit 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 no 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.
9. 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.
10. The Association may require proof of a chimney inspection to be performed once a year by each unit owner by a qualified chimney sweep to ensure safe operation of all fireplaces.
11. For the safety of our children and the health of our trees, no tree climbing is permitted.
12. All toys need to be stored inside or around back at the end of the day.

13. It is requested that homeowners purchase insurance to cover replacement/repair of both water and sewer laterals extending from/outside homeowner's individual unit.

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

15. Fire pits and/or propane heaters are not allowed in the Kimberton Knoll community.

16. Holiday decorations must be removed and stored away within fifteen (15) days following the holiday season.

17. Residents shall not make or permit any disturbing noises and/or acts in or around any building which will interfere with the rights, comforts, or conveniences of other residents. Residents shall not cause or permit any objectionable noise or odors to be produced upon or emanate from their unit or on common elements.

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 a 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 notification shall be the First Notice.

2. If the unit owner believes that an error has been made in the First 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 ten (10) 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.

If the violation is of as per occurrence nature (i.e., unleashed pet or failure to remove pet solid waste (excrement) from a lot or common area), 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 a 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).

4. 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 Declarations.

THESE RULES, REGULATIONS AND STANDARDS ARE APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS FOR THE KIMBERTON KNOLL HOMEOWNERS ASSOCIATION, INC. this 20nd day of February 2023.

ADDENDUM TO THE KIMBERTON KNOLL RULES AND REGULATIONS

IV. CAPITAL IMPROVEMENT FEE

1. A Capital Improvement Fee in the amount equal to One Thousand Dollars (\$1,000) 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 also 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 person identified above for no consideration or benefit to the seller. It shall be the obligation of the person or persons asserting a 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.

IV. STORM / SCREEN DOORS

1. All storm and screen doors must be pre-approved and must be off-white.

KIMBERTON KNOLL

Architectural Specification - Townhouses

Satellite Dishes

All requests for satellite dish installation must be submitted via an Architectural Change Request. The installation may not begin until written approval has been received after Architectural Review through the Management Office. The homeowner is responsible for supplying the contractor with these specifications. Satellite dishes may NOT be attached or installed on any portion of the roof.

General Guidelines:

1. The satellite dish may not be larger than one meter in diameter.
2. To the maximum extent possible, satellite dishes should be located in a place:
 - i. not seen from the street and shielded from view of other homes.
 - ii. that limits interference with lawn mowing.
3. Owners shall be responsible for the satellite dish installation, maintenance and repair and will be liable for any safety hazards.
4. Satellite dishes or antennas shall not be attached to any portion of the house, roof, or siding.
5. Owners will be liable for damage to any home or turf caused by installation.
6. Satellite dish or antenna installation shall not encroach on common property beyond 36 inches from the house foundation.
7. Upon resale of the residence/unit the satellite dish must be accepted by the new owners, or it must be removed by the seller. When removed the owner is responsible for restoring the dish location to its original condition.