Village of Valleybrook

Rules and Regulations

(As Amended 5.24.2019)

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VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.
POST OFFICE BOX 394
CHESTER HEIGHTS, PENNSYLVANIA 19017

VILLAGE OF VALLEYBROOK RULES AND REGULATIONS – As Amended

SECTION 1: INTRODUCTORY

1.1 These Rules and Regulations are promulgated under the Village of Valleybrook Declaration of Easements, Covenants, and Restrictions.

1.2 See Mortgage and Deed documents and Title Insurance Policy for restrictions to Homeowners.

SECTION 2: GENERAL RULES AND REGULATIONS

2.1 Garbage and trash shall be placed in covered trash containers and shall be placed at curbside for collection after sundown on the day immediately preceding the day of collection. Example: Sundown on Monday for a Tuesday Trash collection. Empty containers shall be removed from the curbside not later than 11:00 PM of the day of collection. Garbage containers must be discreetly concealed/stored from public viewing. Trash bags may be placed at curbside no earlier than 6:00 AM in the morning on the scheduled day of collection.

2.2 No signs, banner or notice shall be erected upon any lot or the Common Properties; nor shall any sign, banner or notice be displayed in or upon any portion of a Living Unit. "For Sale" signs which conform to the Chester Heights Borough Sign Ordinance shall be permitted with prior written permission of the Board of Directors. The Board of Directors shall be permitted to erect such signs, banners and notices as it shall in its sole discretion deem appropriate. Celebratory signs, such as: Happy Birthday, Welcome Home, New Baby, etc., are permitted, but not to exceed 72 hours. Flags are not banners or signs.

2.3 All front and rear lawns and landscaped areas of lots shall be maintained, mowed and trimmed at such time as are necessary to present a neat appearance, to include grass and weed height of four inches or less. Residents will be required to remove all items from the front lawn areas of their respective unit, lot or adjacent common property at sundown. All lawns, shrubs, trees, hedges or bushes shall be maintained in a reasonable manner by the Homeowner in order to preserve the landscaping design established for the Village of Valleybrook. This includes, but is not limited, to maintaining of shrubs, trees, hedges, and bushes so that neither sidewalks nor common lighting maintained on Lots are obstructed. Height of Shrubbery/bushes under front double windows shall be maintained "At or below lower window molding or ledge." (Amended 5.24.19)

2.4 No permanent buildings, walls, shacks, permanent clothestrees, storage tanks, fences, garages, barns, detached sheds, dog houses, shelters, lean-tos, tool houses, basketball standards, pools of any type or size, trampolines, permanent tents, permanent playhouses, swing sets or swings of any type, ramps or similar equipment which facilitate flight of bicycle, skateboard or any wheeled recreational vehicle, storage bins or other structures shall be commenced, erected, maintained, placed or situated upon any Lot or the Common Properties. Any and all large items, structures, and/or objects are not permitted to be in the front yard of any homeowner lot, unit or adjacent common properties, with the exception of board approved attached retractable awnings and raised flower and garden beds. The Board of Directors shall be permitted to commence, erect, maintain, place or situate upon the Common Properties, such buildings, fences, walls and other structures as deemed appropriate. Any of the aforesaid items in the preceding sentences are subject to removal by the Board of Directors without liability for damage, and the owner shall be responsible for any and all costs incurred. (Amended 5.24.19)

2.5 Except with the prior written consent of the Board of Directors, no statues, sculptures, bird baths, replicas of animals or other objects of this nature shall be erected or maintained on any portion of a Lot.

2.6 No exterior addition, change or alteration of any kind shall be made to a Living Unit or any portion thereof, such limitations to include, by way of illustration, changes to exterior paint color including shingle color, changes to dividers and shutters or to their location and installation of storm doors and storm windows, mailboxes, antennas, excluding small satellite dishes professionally installed by licensed contractors, outdoor wiring, outdoor lighting, chimneys, etc. All Homeowners shall install and maintain a storm door. Exteriors of Living Units shall be kept in good repair by the Homeowner thereof. All interior work performed must comply with local, state and federal building codes. Exterior color scheme for normal repairs are as follows: Replacement Front Doors must be painted with MAB Pale Ivory color. Replacement Shutters, Storm Doors and wood trim must be MAB English Brown or Autumn Brown Oil Base paint. Replacement Roof Shingles must be per approved specification for color, type and style; refer to current Valleybrook Roof Specification. No portion of a Lot shall be paved or excavated other than the portions already paved and excavated. Amended 09/2011

2.7 Snow and ice shall be removed by the Homeowner or resident from all sidewalks traversing or fronting his lot within twenty-four hours after the cessation of the snowfall and shall remain free of ice and drifts in the same manner.

2.9 Traffic control signs, parking signs and/or street markings installed by the Board of Directors shall be obeyed by all residents, their families, guests and invitees.

2.10 All animals must be leashed at all times when not inside a Living Unit. No animal shall be left unattended at any time. The leash of any restrained animal shall be of a length necessary to permit Homeowner control of the animal. The owner of an animal shall, at all times, be responsible for removal of litter of such animal, to include the animal walk areas. Use of "POOPER SCOOPER" is highly recommended. Specific areas of the Common Properties will be designated as "animal walks" from time to time. The current "animal walks" are:

(i) the lighted strip of wooded property along Bishops Drive, to the rear of the pool and up to the rear property line of #258;

(ii) The grassy strip between the curb and treeline along Kings Drive.

(iii) Unattended animals on common property and unattended animals (even if leashed) on private property other than that of the animal's owner shall be subject to a fine of $200.00 for a first offense. All other violations of Section 2.11 including without limitation animal use of common property other than designated animal walks and to and from animal walks and failure to remove animal litter from animal walk areas or any other property shall be subject to a fine of $100.00 for a first offense.

(Amended 12/2007)

2.11 No pistol, revolver, rifle, shotgun or firearm of any kind whatsoever, B-B gun, blow gun, air rifle, airsoft gun, paintball gun, bow and arrow or any other similar device capable of ejecting or transmitting a projectile shall be discharged upon any Lot or the Common Properties. Usage of a laser pointer, laser gun and/or any device with a laser is also not permitted on any Lot or the Common Properties. Damage to common or private property as a result of discharging any projectile is the liability of the guardian owner or responsible party who discharged the projectile. (Amended 4/2015)

2.12 No dirt bikes, trail bikes, all terrain vehicles, snowmobiles, or any other unregistered motorized vehicle, off-road or on-road, shall be operated or parked on any Lot, parking lot, street, court, drive or portion of the Common Properties. All of the above mentioned vehicles shall be towed away or otherwise moved by the Board of Directors without liability for damage, and the Owner shall be responsible for any all costs incurred. Skateboarding and use of scooters is also prohibited on any Lot, parking lot, street, court, drive or portion of the Common Properties.
(Amended 4/12/2005)

2.13 No activity shall be conducted upon any Lot or the Common Properties, which shall unreasonably disturb or annoy or interfere with the rights, comfort or convenience of the Homeowners of Lots.

2.14 Nowithstanding Section 6 hereof and any other provision to the contrary, satellite dishes, off-the-air television antennas and multipoint distribution service (MDS) antennas may be installed by a homeowner provided the dish/antenna is less than one meter (39 inches) in diameter, is mounted on the roof of the homeowner's unit, is black or gray in color, a written application therefore has been submitted in advance to the Architectural Control and Compliance Committee and subject to the Borough of Chester Heights' issuance of a building permit and any other permits or approvals which it may require.

2.15 At the time of resale or transfer of any unit, the new owner shall pay a capital improvement fee in the amount of $1230.00 to the Association. Gratuitous transfers between spouses, parent and child, siblings, and grandparent and grandchild are exempted from payment of the capital improvement fee. The new owner, his heirs, successors and assigns shall be responsible for any and all costs of collection including without limitation the Association's attorney's fees and interest if the capital improvement fee is not paid at the time of transfer.
(Amended 7/1/2010)

2.16 There shall be a fee payable to the Association for a resale certificate pursuant to Section 5407 of the Uniform Planned Community Act in the amount of $250.00 plus $ 10.00 for postage and handling. If the certificate is requested and/or issued in a month prior to the month in which settlement is scheduled, the unit owner shall prepay any and all monthly assessments through the month of settlement, and there shall be an additional fee of $250.00, ie. for a total fee of $500.00 plus $10.00 for postage and handling. There shall be a similar additional fee of $250.00, ie. for a total fee of $500.00 plus $10.00 for postage and handling if a unit re-inspection is performed or if a supplemental certificate is prepared and issued.
(Amended 3/16/2011)

2.17 All motor vehicles to be parked for Homeowner or resident use must have a parking sticker. Vehicles must be registered with the Board of Directors in order to receive a sticker. Each unit may receive a maximum of two primary stickers that permit parking in front of the unit rows. Any and all additional vehicles will require secondary stickers that permit parking along the center islands only. Secondary stickers may be purchased for $10.00 per month payable on an annual basis ($120.00). Any vehicle parked within Valleybrook without the proper required sticker shall be towed by the Board of Directors without liability for damages with the Owner of the vehicle responsible for any and all costs incurred. A vehicle with a secondary sticker may be parked in front of the unit rows only while actively unloading or it shall be towed without liability for damages with the Owner of the vehicle responsible for any and all costs incurred. (Amended 2/9/19)

2.18 In order to obtain a parking sticker for a motor vehicle the vehicle must be legally registered in Pennsylvania at a unit within Valleybrook. The parking sticker form, valid current motor vehicle registration and payment, for a secondary sticker, in full must be presented at the clubhouse to obtain a parking sticker. The sticker must be placed in a clearly visible space on the rear windshield. A tenant must provide a copy of the signed lease establishing residence in Valleybrook. A motor vehicle provided to a Valleybrook resident for the exclusive use of the resident by the resident's employer or company requires written certification of the same by the employer or company. Secondary stickers also may be obtained for frequent and/or extended guests including family members, friends and care providers upon identification of the individual guest(s) and the vehicle(s) being used and registration of the same with the Board of Directors. (Amended 2/9/19)

2.21 No commercial vehicles in excess of 6,000 pounds unloaded weight, or commercial vehicles with more than two axles, or trailers, campers, mobile homes, motor homes, or recreational vehicles of any size, or boats of any size, or boat trailers (collectively, "Commercial or Recreational Vehicles"), shall be parked on any Lot, parking lot, street, court, drive, or portion of the Common Properties, except for delivery vehicles as necessary to complete service to a Living Unit or community facilities. Commercial or Recreational Vehicles may be towed by a towing company authorized by the Board of Directors without liability for damages, and the owner of the Commercial or Recreational Vehicles, and not the Board of Directors or the Association, shall be responsible for any and all costs and expenses (including attorney's fees) incurred in connection with the removal and storage of a Commercial or Recreational Vehicles. (Amended 2/9/19)

2.22 An abandoned vehicle is any vehicle that does not have a current registration, a current license plate, or is in a non-operative condition (hereinafter, "Abandoned Vehicle"). Abandoned Vehicles may be towed by a towing company authorized by the Board of Directors without liability for damages, and the owner of the Abandoned Vehicle, and not the Board of Directors or the Association, shall be responsible for any and all costs and expenses (including attorney's fees) incurred in connection with the removal and storage of an Abandoned Vehicle. (Amended 2/9/19)

2.23 In order to obtain a designated accessible (disabled) parking space, a Homeowner or resident must make a request to the Board of Directors for such a space. Such request should follow the Reasonable Accommodation Policy, including, if a disability-related need for a designated accessible parking space is not obvious, providing documentation verifying the Homeowner or resident has a disability-related need for such a space. Given the nature of this type of request, the documentation must also include a copy of the Homeowner's or resident's Pennsylvania Disability Permit. If the request is approved, the Board of Directors will issue a permit to the vehicle(s) to be parked in that designated accessible (disabled) parking space ("Accessible Parking Permit"). Once the Accessible Parking Permit is issued, it is the Homeowner or resident's responsibility to ensure that the Board of Directors has accurate, up-to-date information regarding the Homeowner or resident's Pennsylvania Disability Permit. No vehicle may park in a designated accessible disabled parking space without an Accessible Parking Permit. Any vehicle parking in a designated accessible parking space without an Accessible Parking Permit (hereinafter, "Unauthorized Vehicle") may be towed by a towing company authorized by the Board of Directors without liability for damages, and the owner of the Unauthorized Vehicle, and not the Board of Directors or the Association, shall be responsible for any and all costs and expenses (including attorney's fees) incurred in connection with the removal and storage of an Unauthorized Vehicle. (Amended 5/24/19)

2.24 Following receipt of notice, in the form of an email directed to the active members of the Board of Directors, of the presence of an Unauthorized Vehicle, the Board of Directors will promptly contact a towing company, and will endeavor to have the towing company remove the Unauthorized Vehicle as soon as reasonably possible. (Amended 2/9/19)

SECTION 3: MISCELLANEOUS PROVISIONS

3.1 Any request for authorization by the Board of Directors to conduct activities pursuant to these Rules and Regulations, shall be submitted in writing at least 30 days prior to the commencement of the activity. The request shall contain a detailed description of the activity, including photographs or diagrams whenever these are necessary to present a detailed description. All requests shall be submitted to the Architectural Control and Compliance Committee for a recommendation prior to final action by the Board of Directors. The Board of Directors will acknowledge receipt of all requests through a confirmation letter. The date of the confirmation letter will be considered the date of submittal of all requests. The decision of the Board of Directors shall be in writing and shall be forwarded to the applicant within 30 days from the date of the confirmation letter.

Any exterior addition, change or alteration, including without limitation those described in Section 2.6, done without prior written approval from the Board of Directors shall be a violation, subject

to a fine of $200.00 per day until the work ceases or is corrected to the satisfaction of the Board of Directors. (Amended 9/2011)

Address: Architectural Control and Compliance Committee
Valleybrook Homeowners' Association, Inc.
PO Box 394
Chester Heights, PA 19017

3.2 Borough of Chester Heights reserves the right to STOP any exterior Living Unit work being performed without prior proper approval from Village of Valleybrook Architectural Committee, the Board of Directors or the Borough of Chester Heights.

SECTION 4: ENFORCEMENT PROCEDURES

4.1 The Board of Directors shall determine appropriate sanctions for violations of the Village of Valleybrook Rules and Regulations, such sanctions to include, by way of illustration, suspension of swimming pool, tennis court and or recreation area and or building use privileges, assessment against Homeowner; refer to Appendix A, Sanctions for the Village of Valleybrook Rules and Regulations, relative to the violation, injunction and any proceedings at law as documented in Article X, Section 3 of the Village of Valleybrook Declaration of Easements, Covenants and Restrictions.

4.2 Any consent or permission given by the Board of Directors relative to these Rules and Regulations may be relied upon only by the petitioning homeowner.

4.3 Any violation of the Village of Valleybrook Rules and Regulations and/or the Declaration of Easements, Covenants and Restrictions which results in the attendance of a member of the Board of Directors at a Court appearance, hearing, trial or deposition shall include as an additional sanction reimbursement to the Director at the rate of Twenty Five Dollars ($25.00) per hour not to exceed Two Hundred Dollars ($200.00) per day. Added per amendment 02/2003

4.4 Homeowners' maintenance assessments are due on or before the first day of each month. Any monthly assessment received after the fifth day of the month shall be assessed a late fee in the amount of Twenty Dollars. An additional late fee of Twenty Dollars shall be assessed for each and every month in which a delinquency continues after the fifth day of the month until the delinquency is reduced to zero. Delinquencies may include without limitation monthly maintenance assessments, other assessments, late fees, interest, attorney's fees and costs of collection. (Amended 8/2009)

4.5 Any homeowner that accrues delinquent maintenance assessments in an amount equal to or greater than $400.00 shall forfeit the right to park in the Village of Valleybrook any motor vehicle owned, leased or used by the homeowner, registered to the homeowner's unit or used or operated by any occupant of the homeowner's unit until the delinquency is reduced to zero. Delinquencies may include without limitation monthly maintenance assessments, other assessments, late fees, interest, attorney's fees and costs of collection. Any of the above mentioned vehicles shall be towed by the Board of Directors without liability for damage, and the homeowner shall be responsible for any and all costs incurred. The Board of Directors and its agents may inspect any and all motor vehicles present in Valleybrook for identification including without limitation vehicle identification number, registration, license and inspection and may remove any cover to facilitate inspection without liability for any damage to the vehicle or the cover.
(Amended 8/2009)

4.6 The homeowner shall reimburse the Association for any bank or other financial institution fees or charges imposed on the Association resulting from the processing of a check presented to the Association by or on behalf of the homeowner. Such charges shall include without limitation charges for nonsufficient funds or where the payor's account has been closed.

(Amended 8/2009)

SECTION 5: OUTDOOR POOL RULES AND REGULATIONS

5.1 Pool use is reserved for Valleybrook Class A Homeowners or renters of a Class A Homeowner occupying the Unit and their guests provided that the Homeowner is a member in good standing. (Amended 3/25/2014)

5.2 A guest will be considered to be any person other than the Class A Homeowner of a Living Unit and his or her co-habitants or family members who have the Living Unit as a primary residence. A valid government-issued photo identification or school identification may be required to verify proof of residence. Any dispute relative to primary residence shall be resolved by the Board of Directors. (Amended 5/24/19)

Guest fees will be as follows per Person per season (pro-ratable) (Amended 5/11/2004):

	Daily	Monthly
Under 10 years of age:	$3.00	$100.00 per Family
10 years of age and older:	$5.00	$100.00 per Family

5.3 Guest pass cards may be purchased at the pool office, in accordance with the above Fee Schedule.

5.4 Management passes may be issued by the Board of Directors for special situations; i.e., an extended family visitor, a baby-sitter, etc. Charges for these passes will be determined on a case by case basis by the Board of Directors.

5.5 The pool may not be rented by an individual for private parties of any kind during the regularly scheduled pool hours.

5.6 Guests attending private clubhouse parties during the regular scheduled pool hours are NOT permitted in the pool area or on the deck, unless those guests are Valleybrook Homeowners. Guests are limited to 5 persons per family/household unless prior approval from the pool management staff and the Clubhouse manager has been granted. Amended 8/2002

5.7 Alcoholic beverages are not permitted in and around the pool area during regularly scheduled pool hours.

5.8 All residents must present identification cards to the pool attendant each time you enter the pool area. ID Cards will be maintained in a file box for the entirety of each visit to the pool. A card will be issued to each member of a homeowner's family who is at least three years of age. New Homeowner/Guests will be issued pool cards after supplying a postage size (1" x 1") photo of each resident family member.

5.9 Identification cards are non-transferable. The pool management/Board of Directors reserves the right to revoke swimming privileges for a violation of this rule.

5.10 Children under ten years of age MUST be accompanied by a person 14 years of age or older, unless prior arrangements and/or approval are agreed to by the Pool Management Staff or the Board of Directors.

5.11 Children, ten years of age or over, who have passed the basic pool test, may be admitted to the pool without an adult.

5.12 Only one person shall be permitted on the diving board/slide at one time.

5.13 Diving will not be permitted from the side of the pool deck. Swimmers, other than divers, shall not be permitted in the diving well except during designated periods.

5.14 Any person showing evidence of skin disease, sore or inflamed eyes, cold, nasal or ear discharge, open blisters or cuts will not be permitted to swim.

5.15 Any conduct that affects the safety or comfort of other members shall not be permitted. This includes running on the pool deck.

5.16 Abusive language, running, pushing, rough housing, curlers or other sharp objects will not be tolerated in the pool area.

5.17 Radios carried into the pool area by residents or their guests must be turned to the station broadcast over the pool PA system, unless headphones are used.

5.18 Glass bottles will not be permitted within the pool enclosure; however, drinks in a cardboard or plastic container or can will be allowed.

5.19 Animals are not permitted within the pool enclosure, provided, however, that those seeking a reasonable accommodation for assistance animals may submit a reasonable accommodation request to the Board. (5/24/19)

5.20 Toys, rubber balls, inner tubes, etc. or artificial swimming aids of any kind will be permitted in the pool at the discretion of the Pool Management Staff only.

5.21 Cut-off's are not permitted. Proper swimwear is required at all times.

5.22 Upon advance announcement, the Pool Management Staff has the right to reserve the pool for activity-specific pool events. (Amended 5/24/19)

5.23 The Board of Directors has the right to close the pool whenever the safety or health of the members is endangered. This includes, but is not limited to, inclement weather.

5.24 The Pool Management Staff and/or Board of Directors will have the authority to revoke any member's pass for violation or repeated violation of any rule, or for any intolerable action. Any appeal to the revocation must be made in writing to the Board of Directors. Upon receipt of a written appeal, the Board of Directors will hold a meeting to determine whether the revocation is upheld or reduced. By example, smoking and chewing gum is defined as examples of intolerable actions.

5.25 These Village of Valleybrook Outdoor Pool Rules and Regulations may be amended as needed, by the Board of Directors, as an exception to Section 7 below.

Note: The Pool Management Staff is on duty for your protection. Your cooperation is expected.

SECTION 6: RENTERS RULES AND REGULATIONS:

6.1 Within fifteen (15) days from the adoption of these Renters' Rules and Regulations, all non- resident homeowners shall provide the Valleybrook Homeowners' Association, Inc., a copy of any existing lease for any unit within the Village of Valleybrook, the name(s), mailing address(es) and telephone number(s) of any and all lessees, a specific description of any pets currently in the unit, the name(s), mailing address(es) and telephone number(s) of the homeowner(s) and the name, mailing address and telephone number of an agent authorized to accept service of process in Pennsylvania, if the homeowner(s)' residence is not in Pennsylvania.

6.2 The effective date of the remaining provisions of these Renters' Rules and Regulations is the earlier of the following: the renewal date of any existing lease executed prior to the adoption of these

Renters' Rules and Regulations, the date of a lease executed after the adoption of these Renters' Rules and Regulations or December 31, 1998.

6.3 Existing lessees may keep pets living in the unit pursuant to an existing lease as of the date of adoption of these Renters' Rules and Regulations provided that identification of the pet(s) is made as described herein.

See Annex A.

SECTION 7: AMENDMENTS:

These Rules and Regulations may be amended by the Board of Directors taken pursuant to the Bylaws of the Valleybrook Homeowners' Association, Inc., the Village of Valleybrook Declaration of Easements, Covenants and Restrictions and other applicable laws and statutes.

ADOPTION OF RULES AND REGULATIONS:

The above Rules and Regulations, including Annex A w/Attachments A, B, and C, and Appendix A, B, C, and D are adopted, as amended, by the Members of the Village of Valleybrook Board of Directors, by resolution and vote of Six (6) for, to One (1) against on 8 July, 1997, at Chester Heights, Pennsylvania.

Directors Approving:
George Patti, President
Chuck Pancoast, Treasurer
Maureen Mascioli
Eileen Vella, Secretary
Scott Reynolds, Vice President
H. Fred Hamel

Directors Dissenting:
Michael Harrison

ANNEX A

VILLAGE OF VALLEYBROOK RULES AND REGULATIONS

RENTERS RULES AND REGULATIONS

PURPOSE:

The purpose of this Annex is to indicate the Homeowner's responsibilities to the Valleybrook Homeowner's Association (VBHA) prior to and after completion of a Homeowner/Lessee contract in accordance with the By-Laws of the Association; to provide a guideline to the Homeowner in regard to the responsibilities of the Homeowner to the Lessee as indicated in the By-Laws of the Association; and to document to the Association that all the following statements have been adhered to, are understood by the Homeowner, and responsibility for them is hereby assumed by the Homeowner.

1. At least five (5) days prior to execution of a Lease Agreement, the Board of Directors, Valleybrook Homeowners' Association (VBHA), must be notified in writing of the Unit Homeowners intention to lease his/her unit.

2. Homeowners must require a written Lease Agreement and must furnish the Board of Directors, VBHA with a copy of the Lease on a date prior to the date the Lessee moves household goods and other personal property into the leased premises, but not later than five (5) days after execution of the lease. If the Unit is rented to family members and no lease is signed, a written statement detailing these arrangements must be filed with the Board of Directors, VBHA. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

3. The terms of any Lease Agreement shall be in writing. The following clause, verbatim, must be

made a part of said Lease Agreement:

"Lessee(s) represents, warrants, and acknowledges that he/she/they has/have received a copy of the Village of Valleybrook governing documents, including but not limited to, the Declaration of Easements, Covenants and Restrictions, By-Laws, Rules and Regulations, including Annex A, Renters Rules and Regulations, governing the Village of Valleybrook property and agree to be bound thereby."

4. A copy of any executed Lease agreement must have attached thereto a Lease Addendum in the form set forth below identified as Village of Valleybrook Approved Lease Addendum, which is attached hereto. The executed Lease and Addendum must be delivered to the Board of Directors, VBHA within five (5) days of execution. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

5. In order to maintain a stable community environment, leases must be a minimum of one (1) year duration. Each renewal or extension must be a minimum of twelve (12) consecutive months. In extreme cases, extension of existing leases may, on a case by case basis, be renewed for periods of less than 12 months with written VBHA Board of Directors concurrence. Copies of Lease Renewals or extensions must also be provided to VBHA in accordance with paragraph #4 above. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

6. A Living Unit may be rented as a whole but not in part by the Homeowner. Lessee may not sublet to third parties. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

7. All Living Unit Homeowners who rent their properties shall remain obligated to keep the Unit in a steady state of repair and harmonious condition at all times. This includes nuisance, damage and adherence to the Village of Valleybrook governing documents. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

8. Homeowners and tenants are responsible to keep each other as well as the Board of Directors, VBHA informed of any potentially hazardous or hazardous in-unit maintenance related problem(s).

9. Unit Homeowners are to advise tenants of the pet policy, as stated in the Valleybrook Rules and Regulations document, Section 2.11. (Amended 3/25/14).

10. Homeowners are responsible to provide the Board of Directors, VBHA with current address(s) and emergency contact phone numbers. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

11. Homeowners are responsible for abiding by the local ordinances of the Chester Heights Borough with regard to Living Unit occupancy limits. Failure to do so would subject the Unit Homeowner to a sanction and or fine.

12. The Board of Directors, VBHA shall have the right to enforce the above by actions at law or in equity.

ENFORCEMENT PROCEDURE

This Enforcement Procedure, as stated below, is applicable to violations set forth in the Village of Valleybrook governing documents, including but not limited to Declaration of Covenants, Rules and Regulations, Architectural Guidelines, Renting Guidelines and any further official enactment's or policies passed by the Board of Directors, VBHA, as amended from time to time.

13. A violation is defined as "any deviation from, or non-compliance with, the provisions set forth in the Village of Valleybrook governing documents".

14. A violation report is a written description, as detailed as possible setting forth:
    a. The alleged violation;

b. The date of the alleged violation;
c. The place of the alleged violation; and
d. The name, Unit number, or other pertinent information identifying the alleged violator.

15. All violation reports must be addressed to the Board of Directors, VBHA.

16. Upon receipt of a violation report, the Board of Directors, VBHA will determine if a violation exists, and may impose certain sanctions including but not limited to monetary fines. Any alleged violation may be appealed, in writing, to the Board of Directors, VBHA. (amended 3/25/14)

17. Sanctions and or fines are contained in Appendix A, Valleybrook Rules and Regulations and will be amended, as required by the Board of Directors, VBHA.

ATTACHMENT A, RENTERS RULES AND REGULATIONS

VILLAGE OF VALLEYBROOK STATEMENT OF HOMEOWNER'S RESPONSIBILITIES REGARDING OWNER/LESSEE CONTRACTS

SECTION A: Homeowners Responsibility to VBHA

Homeowner Must:

1. Give notice to the VBHA of the proposed rental.
2. Retain responsibility for payment of all monthly maintenance fees.
3. Be ultimately responsible to the VBHA for any damage to the common properties by Lessee(s).
4. Be responsible for all assessments, attorney's fees and costs of similar nature incurred by VBHA as a result of a violation of the governing documents by the tenant or tenant's guest, irrespective of whether a suit is instituted.
5. Assume ultimate responsibility for payment of any civil penalties levied by the Association against the Lessee(s) if collection proceedings against Lessee(s) prove fruitless.
6. Be responsible for all actions of tenants with respect to the Village of Valleybrook governing documents and other policies set forth by the governing documents of VBHA.
7. Agree that all rental property shall be subject to the above and that no lease shall be honored by the VBHA unless there is compliance with all the provisions contained herein.
8. Provide VBHA with a copy of this and other related documents as deemed appropriate.

SECTION B: Homeowners Responsibility to the Lessee as supported by the VBHA Governing documents.

Homeowner Must:

1. Provide Lessee(s) with a copy of the VBHA governing documents, including but not limited to: Declaration of Easements, Covenants, and Restrictions; By-Laws; Architectural Guidelines; Rules and Regulations including Annex A, Renters Rules and Regulations, and outline the Lessee(s) responsibilities for observance.
2. Inform the Lessee(s) that deviation from the above named documents may result in VBHA sanctions and or civil penalties.
3. Inform the Lessee(s) of the Valleybrook Rules and Regulations for Parking Requirements, found in Section 2.18 through 2.21. (amended 3.25.14)

SECTION C:

The Homeowners signature on this document signifies that:

1. The Homeowner understands and agrees to Sections A and B.
2. No Section of the above listed provisions are in violation.
3. The Homeowner, or designate, has conducted a reference check and is attesting to the good character of the prospective Lessee(s).
4. Lessee has been advised of all sections pertinent to the Rental Agreement.
5. Failure or refusal to sign this document will not relieve the Homeowner/ tenant of the responsibility to adhere and comply with these Renters Guidelines.

DATE:_____

HOMEOWNERS SIGNATURE:_____

HOMEOWNERS ADDRESS:

_____

_____

_____

HOMEOWNERS TELEPHONE #: _____

EMERGENCY TELEPHONE #:

_____

_____

WITNESS OR NOTARY:

NAME:_____

ADDRESS:_____

_____

TELEPHONE #:_____

NOTARY SEAL (if Appropriate)

VALLEYBROOK HOMEOWNERS' ASSOCIATION (VBHA) ACKNOWLEDGMENT

NAME_____

ATTACHMENT B; RENTERS RULES AND REGULATIONS
VILLAGE OF VALLEYBROOK APPROVED LEASE ADDENDUM

Addendum to Lease dated_____between_____
Homeowner/Lessor(s) and_____Lessee(s)
for Living Unit Address at #_____Bishops Drive, Aston, Pa 19014-1342.

VILLAGE OF VALLEYBROOK GOVERNING DOCUMENTS:

1. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants, By-Laws, Architectural Guidelines, Rules and Regulations including Annex A, Renters Rules and Regulations of the Village of Valleybrook and any amendments thereto.

PERMITTED LEASES:

2. Leases which shall be acceptable to the Board of Directors, VBHA will include this Addendum, signed by all parties to the lease.

NOTICE OF LEASE:

3. The Unit Homeowner, or his/her Agent, shall deliver to VBHA, an executed copy of a Lease and Addendum, along with a signed Statement of Homeowner's Responsibility, on a date prior to the date on which the Lessee moves household goods or other personal property into the leased premises, but no later than five (5) days after execution. Failure to do so would subject the Unit Homeowner to a fine.

TERM OF LEASE:

4. No lease shall be drawn for a term of less than one (1) year. No transient tenants may be accommodated in any Living Unit.

DISTURBANCES:

5. Lessees shall be held responsible for the actions of their children, all guests, and business invitees.

USE OF PREMISES:

6. The only permitted use of the premises is for residential purposes.

DELEGATION OF LESSOR'S REMEDIES

7. Lessor hereby delegates to VBHA, its power under the Lease and under the law with respect to the remedies for breach of this Lease so that the Board of Directors, VBHA may exercise any such remedies including eviction, upon the failure of Lessee to abide by any of the terms and conditions of this Lease or of the Village of Valleybrook Documents. The pursuit of any such remedies by the Lessor against the Lessee shall not preclude the Board of Directors, VBHA from pursuing any such remedies against the Lessee.

8. Nothing contained in this Addendum shall be construed to be for the purpose of relieving the Lessor of any responsibilities under the terms of this Lease and Addendum or that VBHA is assuming responsibilities other than those defined in paragraph 7 above.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF VBHA DOCUMENTS AS STATED IN PARAGRAPH 1 OF THIS ADDENDUM.

DATE:_____ LESSEE_____
LESSEE_____
DATE:_____ LESSOR_____
LESSOR _____

UNIT NUMBER _____

DIRECT ALL CORRESPONDENCE TO THE:

VILLAGE OF VALLEYBROOK
HOMEOWNERS ASSOCIATION
POST OFFICE BOX 394
CHESTER HEIGHTS, PENNSYLVANIA 19017
(610) 459-4857

ATTACHMENT C; RENTERS RULES AND REGULATIONS

VILLAGE OF VALLEYBROOK SAMPLE LEASE AGREEMENT

RESIDENTIAL LEASE **L-R 1996**

This form recommended for, but not restricted to use by, members of the Pennsylvania Association of REALTORS®

1. **DATE** of Lease _____
2. **TENANT:** (list all Tenants)
   Name _____
   Mailing Address _____
   Phone Number(s) _____
   Name _____
   Mailing Address _____
   Phone Number(s) _____
3. **LANDLORD:** (list all Landlords)
   Name _____
   Mailing Address _____
   Phone Number(s) _____
   Name _____
   Mailing Address _____
   Phone Number(s) _____
4. **AGENT FOR THE LANDLORD is:** _____
5. **PROPERTY**
   Landlord agrees to rent to Tenant the following Property: _____
6. **STARTING AND ENDING DATES OF LEASE** (also called "**Term**")
   A. **Starting Date:** This Lease starts on _____, at 12 Noon.
   B. **Ending Date:** This Lease ends on _____, at 12 Noon.
7. **RENEWAL TERM**
   This Lease will automatically renew for a term of _____ at the Ending Date unless:
   A. Tenant gives Landlord _____ days' written notice before Ending Date or before the end of any Renewal Term. **OR**
   B. Landlord gives Tenant _____ days' written notice before Ending Date or before the end of any Renewal Term.
   C. **For Month to Month Leases Only:** Either Landlord or Tenant may end a month to month Lease by giving 30 days' written notice on or before the day the next rent is due.
8. **RENT**
   A. The total amount of rent due over the term of this Lease is $ _____
   B. The total rent due each month is $ _____
   C. Rent is due on or before the _____ day of the month.
   D. Tenant pays a late charge of $ _____ if rent is more than _____ days late.
   E. Tenant makes payments to: _____
   Address _____

9. **BEFORE MOVING IN, TENANT PAYS**	Paid	Due
A. Part of a month's rent if Tenant takes possession before first regular due date	$ _____	$ _____
B. First month's rent	$ _____	$ _____
C. Other: _____	$ _____	$ _____
D. Security Deposit, on deposit at: _____ (name of bank)	$ _____	$ _____
Total rent and security deposit received to date	$ _____	
Total amount due before Tenant moves in		$ _____

10. **USE OF PROPERTY**
    A. Tenant will use Property as a residence or _____
    B. Not more than _____ people will live on property.
11. **UTILITIES AND SERVICES**
    A. Landlord will pay for
    ☐ cold water ☐ hot water ☐ trash removal
    ☐ gas ☐ heat ☐ lawn and shrubbery care
    ☐ electricity ☐ snow removal ☐ water cost over yearly charge
    ☐ heater maintenance contract ☐ sewage costs and maintenance ☐ other _____
    B. Tenant will pay for
    ☐ cold water ☐ hot water ☐ trash removal
    ☐ gas ☐ heat ☐ lawn and shrubbery care
    ☐ electricity ☐ snow removal ☐ water cost over yearly charge
    ☐ heater maintenance contract ☐ sewage costs and maintenance ☐ other _____
12. **SPECIAL CLAUSES** Any special clauses must comply with the Pennsylvania Plain Language Consumer Contract Act. The Attorney General has not pre-approved any special conditions/additional terms added by Landlord or Tenant after plain language pre-approval of this contract.

TENANT(S) (Initials) _____ **LANDLORD(S)** (Initials) _____

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Appendix A

Sanctions for violations of the Village of Valleybrook Rules and Regulations

A.1 First Offense is subject to the following: Amended 11/2005

Para	Sanction, Assessment or Fine
1.1	Not Appropriate.
1.2	Not Appropriate.
2.1	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.2	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.3	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.4	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.5	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.6	$200.00 minimum and/or Expenses/Costs plus. Any exterior addition, change or alteration, including without limitation those described in Section 2.6, done without prior written approval from the Board of Directors shall be a violation, subject to a fine of $200.00 per day until the work ceases or is corrected to the satisfaction of the Board of Directors. (Amended 9/2011)
2.7	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.8	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.9	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.10	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.11	$100.00 minimum and/or Expenses/Costs plus. Unattended animals on common property and unattended animals (even if leashed) on private property other than that of the animal's owner shall be subject to a fine of $200.00 for a first offense. All other violations of Section 2.11 including without limitation animal use of common property other than designated animal walks and to and from animal walks and failure to remove animal litter from animal walk areas or any other property shall be subject to a fine of $100.00 for a first offense. (Amended 12/2007)
2.12	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
2.13	$100.00 minimum and/or Expenses/Costs plus, $200.00 for skateboard and scooter violations. (Amended 10/2002 and 3/25/14)
2.14	Not Appropriate.
2.15	$100.00 minimum and/or Expenses/Costs plus. (amended 3/25/14)
3.1	$200.00 minimum and/or Expenses/Costs plus. (Amended 9/2011)
3.2	Not Appropriate.
4.1	Not Appropriate.
4.2	Not Appropriate.
5.1 - 5.25	As determined by the Board of Directors.
6.0	Sanctions for violations of the Village of Valleybrook Renting Guidelines $100.00 minimum or Expenses/Costs plus. (amended 3/25/14)
7.0	Not Appropriate.

A.2 Second Offense will cause the above identified First Offense sanction, assessment or fine to be doubled.

A.3 Third Offense will cause the above identified Second Offense sanction, assessment or fine to be doubled. Amended 2/2006

Appendix B

(The Appendix B reading – "Tennis Court Rules and Regulations" & "Do's and Don't of Tennis Court Usage" was removed) (amended 3.25.14)

Tot Lot Rules and Regulations

B-1. The Tot Lot shall be open for use during daylight hours at such times as the Board of Directors shall determine. This playground was designed for the children. Children above the age of twelve (12) are not permitted to use this facility for fear of damage to the equipment.

B-2. Tot Lot use is restricted to only those residents who are current in paying maintenance fees and their guests.

B-3. Players on the Tot Lot are requested to follow the standard rules of etiquette while using these facilities. Abuse of these rules should be brought to the attention of the Board of Directors. (amended 3.25.14)

B-4. The Board of Directors reserves the right to revoke the Tot Lot privileges for any person or persons who are in violation of these rules.

B-5. Report any damages of the facilities to the clubhouse staff, Board of Directors to assure corrective actions are taken. (amended 3.25.14)

B-6. All children under ten years of age MUST be accompanied by a person 14 years of age older. (Amended 5.24.19)

DO'S and DON'T OF TOT LOT USAGE

Do leave your facilities in a neat condition - Use the trash cans provided.
Do be courteous and considerate of others using the facility.
Do report injuries resulting from the use of these facilities to the staff or management.

- - - - - - - - - - -

Do not distract those using the equipment.
Do not monopolize the use of the equipment.
Do not create a disturbance that will annoy other players and spectators.

Appendix C

VALLEYBROOK CLUBHOUSE OR POOL RECREATIONAL RENTAL AGREEMENT (amended 3.25.14)

THIS RENTAL AGREEMENT is made on_____, 20_, by and between Valleybrook Homeowner's Association, Inc. (hereinafter referred to as "VBHA") and _____, Homeowner and resident of_____Bishops Drive (hereinafter referred to as "renter") for a fee of One Hundred Fifty Dollars ($150.00) plus cleaning expenses.

WITNESSED

RENTER has requested the use of certain facilities of VBHA; and VBHA is willing to grant RENTER the use of: (Circle one) CLUBHOUSE, POOL, CLUBHOUSE & POOL for _____ subject to the following terms and conditions: (date)

SECURITY DEPOSIT

1. A One Hundred Fifty Dollar ($150.00) security deposit, payable in cash, not by check, is required for all pool and/or clubhouse rentals.
2. The said security deposit shall be returned to RENTER within 48 hours of the conclusion of the rental, provided that no terms of the rental contract or checklist have been violated.
3. The security deposit shall be forfeited if there is any violation of this rental contract.
4. Notwithstanding the foregoing paragraphs One, Two, and Three, RENTER shall remain fully responsible for any and all losses and damages to the personal property or real property of the Valleybrook Homeowner's Association, Inc. incurred as a result of the rental.

RENTER has paid the full amount of Rental Fee on:_____.
(date)

RENTER has paid the full amount of the security deposit:_____.
(date)

I understand that violation of any of the above rules will result in the forfeiture of the security deposit, additional financial penalties and/or revocation of future use of Pool ad Clubhouse rental privileges.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement on the day and year first written.

VBHA	RENTER
By: _____	_____
(Signature)	(Signature)
	Home Number _____

MAINTENANCE AND INSPECTION COMMENTS: Date:_____

VALLEYBROOK CLUBHOUSE OR POOL RECREATIONAL RENTAL CONTRACT

AGREEMENT TERMS AND CONDITIONS.

1. RENTER shall pay to VBHA or VBHA'S Clubhouse Manager a fee of $150.00 with one-half payable at the time of reservation and the balance payable prior to obtaining keys for the facilities usage.
2. RENTER agrees to remain on the premises for the duration of the function for which rented.
3. The use of the facilities shall be for private recreational use and shall not be for financial gain by RENTER or others in attendance.
4. RENTER shall be responsible for any loss or damage to the personal or real property of VBHA incurred as a result of RENTER'S usage.
5. RENTER shall insure that all vehicles, including caterer's truck or any vehicle used for unloading or loading, remains in the parking area at all times.
6. No scotch tape may be used on clubhouse walls or ceilings when decorating by RENTER. Masking tape or thumb tacks may be used.
7. RENTER shall not close off, cover, or decorate the two vents or intake grills located between the office and storage room doors.
8. RENTER shall not have music played outside of the clubhouse or music played inside the clubhouse during or after the rental. P.A. system may be used during pool parties. Music shall be completed by 11:30 P.M. regardless of event(s).
9. RENTER shall insure that area residents are not disturbed by guests or party attendees, including loud music.
10. RENTER shall not leave clubhouse doors or windows open when heater or the air conditioner is in use, or when loud music is playing.
11. RENTER is responsible to insure that under-age drinking of alcohol beverages is prohibited.
12. RENTER is responsible to insure that use of the tennis court by guests is prohibited.
13. RENTER is responsible to insure that party guests do not use parking lot for sports after dark.
14. RENTER is responsible to insure that clubhouse party guests remain in the clubhouse for the duration of the function.
15. RENTER is responsible to insure that pool party guests remain in the pool area for the duration of the pool function.
16. Storage and exercise rooms and management office shall not be assessable by the RENTER or guests.
17. The clubhouse shall be vacated by no later than MIDNIGHT.
18. The pool shall be vacated no later than MIDNIGHT.
19. Tables and chairs shall be stacked on one side of the room or on carts provided. If tables and chairs are not stacked, an additional $10.00 fee will be added to the fee payable by RENTER.
20. Bathrooms shall be cleaned and free of trash following use by RENTER.
21. All kitchen facilities shall be cleaned and free of grease after use by Renter. Refrigerator shall be emptied and setting returned to #2 after use. All stove burners and oven control knobs will be in the "off" position.
22. Trash or garbage, including all decorations, along with personal equipment of RENTER shall be removed from the premises by RENTER immediately following the conclusion of the event.
23. Fireplace, if used, shall be extinguished and cleaned by RENTER.
24. RENTER shall turn the clubhouse air conditioner "off", or set heater thermostat down to 65 degrees before vacating the premises.
25. All windows, drapes and doors shall be closed and or locked and the premises secured after use by RENTER.
26. Keys to the clubhouse shall be paced in the mail slot in the door at the end of the rental or as agreed to by prior arrangement of the clubhouse staff.

CHECKLIST FOR CLUBHOUSE RENTERS

1. Upon leaving clubhouse, make sure **all** sliding doors and front door are locked.

2. Upon leaving clubhouse, make sure the alarm is set if available.

3. Upon leaving clubhouse, make sure all downstairs lights and exhaust fans are off. Tables and chairs are stacked in appropriate stands. Stands should not be placed as to damage walls.

4. Upon leaving clubhouse, make sure air conditioner unit is turned off.

5. Upon leaving clubhouse, make sure heater thermostat is turned down to_____.

6. Upon leaving clubhouse, make sure the clubhouse is cleaned of trash. Trash must be removed from the premises **(TAKEN WITH YOU).**

7. Upon leaving clubhouse, deposit key into lock box located in door.

8. Parking for clubhouse guests is available in front of the clubhouse. Renter is responsible to notify all guests that parking in front of VB units is prohibited. If additional parking is needed, renter is responsible to notify guests that parking is available around the first court island.

9. Renter is responsible to notify all guests that use of the tennis courts are prohibited.

Renters failure to check any items on this list will result in forfeiture of security deposit.

_____ _____

Clubhouse Manager Signature Renter's Signature