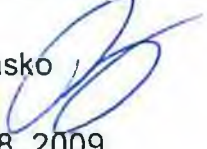




Specialists in Operations for Planned Community Developments

## MEMORANDUM

To: The Gables at Brickyard Hill Residents

From: Robert F. Pasko 

Date: December 28, 2009

Subject: **Rules Enforcement and Collection Policies**

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In an effort by your Board of Directors to provide the best possible management of the Gables at Brickyard Hill common property, as well as providing the residents of community with a better understanding of the Association's governing documents, the following policies have been adopted.

1. Rules Enforcement Resolution #1
2. Collection Policy # 2

These Policies were effective December 15, 2009.

I would suggest that you file these policies with your other important community documents for future reference and retain them indefinitely.

If you have any questions or need any additional information, please do not hesitate to contact me at 724-625-8095.

# **THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION, INC.**

## **RULES ENFORCEMENT POLICY AND PROCEDURE**

### **RESOLUTION #1**

WHEREAS, Section 5302(a)(11) of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S.A. § 5101 et. seq.) provides that an Association may "...after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the association;" and

WHEREAS, the Declaration provides that the Gables at Brickyard Hill Homeowners' Association, Inc. ("Association") shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Association's rules and regulations; and

WHEREAS, the Bylaws provides that the Board of Directors ("Board") has the power to promulgate such rules and regulations concerning the operation and use of the Property or of the Common Areas or the Common Elements as may be consistent with the Declaration; and

WHEREAS, the Board has adopted, or will soon be adopting, Rules and Regulations to govern the use of the Common Areas and Common Elements, and the personal conduct of the Unit owners, Occupants and their guests thereon; and

WHEREAS, to provide guidance and for the benefit and protection of the Association and the individual Unit Owners and Occupants, the Board deems it desirable to establish and operate by a set procedure to assure due process in cases where there is a question of compliance, by an Owner or Occupant, or such person's family, guest, invitee, contractor or tenant, with the provisions of the Declaration, Bylaws, or any Rule and Regulation, as amended to date (hereinafter the "Property Documents"), thereby attempting to minimize the necessity of seeking action in or through a court of law; and

WHEREAS, it is the intent of the Board to establish procedures for when it must take action relative to questions of compliance by an individual or entity, with the provisions of the Property Documents; and

WHEREAS, all terms in this policy shall have the same meaning as those set forth in the Declaration of Covenants, Conditions, Reservations and Restrictions for the Gables at Brickyard Hill.

NOW, THEREFORE, BE IT RESOLVED THAT this Resolution shall be adopted as the Rules Enforcement Policy and Procedure:

#### **1. REPORTING OF ALLEGED VIOLATION**

- a) To be acted upon by the Board, all alleged violations of the Property Documents must be documented in writing and signed by the person reporting the violation. The reported violation must be corroborated by either two (2) separate Owners, Occupants, Officers or Members also by filing or signing a report on the same occurrence, or the violation must be easily visible to the inspection of the Board or its representative. The two (2)

separate Unit Owner, Occupant, Officer or Member filing requirement may be waived by the Board upon the written request of a single Owner or Occupant with a unique situation.

- b) The written report of a violation shall be a letter, note, or the approved rule violation form (see Exhibit A-1) from any unit Owner or Occupant or a report from the management representative. The letter or report must state the following:
  - 1. The nature of the violation.
  - 2. The date and approximate time of the violation.
  - 3. The approximate location of the violation.
  - 4. The name and/or unit address of the offending party.
  - 5. The name and unit address of the person reporting the violation.
  - 6. A statement that the reporting person actually observed the violation.
  - 7. Their signature.
  - 8. Any other information that may aid the Board in resolving the violation.
  
- c) Based on the results of the investigation, the Board at its sole discretion will determine if enforcement is required.

## **2. INVESTIGATION OF ALLEGED VIOLATION AND NOTICE**

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

- a) If, in the opinion of the Board or its authorized representative, the reported violation does not immediately endanger other residents or Common Areas and can best be cured by a warning, the Board or its authorized representative shall send a letter to the offending party describing the alleged violation and demand (1) that any such violation cease and (2) (if appropriate) any areas damaged by the violation be restored.
  
- b) If the violating party does not comply with the above-described warning letter within fifteen (15) days, or, if in the opinion of the Board or its authorized representative, the violation could immediately endanger other residents or Common Areas, Common Elements, Common Facilities and Limited Facilities or, in any case, that a warning letter would prove ineffective, or if there is a repeated violation, then the Board or its authorized representative shall send to the offending party a written notice of the violation and pending penalty and/or fine containing essentially the following information:
  - 1. A description of the nature and place of the violation.
  - 2. A demand that the violation immediately cease and that any damage to the Common Areas/ Common Elements be restored.
  - 3. A statement that a fine in the amount of One Hundred Dollars (\$100.00) shall be imposed upon the offending party.
  - 4. A statement that if the accused person wishes to have a hearing prior to the levying of such fine, he must contact the Board or its authorized representative in writing, to be received no later than ten (10) business days after the date of the written notice of violation, requesting a hearing.

5. A statement that any written request for a hearing before the Board shall stay the imposition of any fine until the Board disposes of the case.
6. A warning that if no hearing is requested and if the violation continues past the deadline for requesting a hearing, an additional fine consistent with the below schedule will be imposed per day thereafter until the violation has been cured.
7. A warning that damage or corrective expense caused by any violation will be assessed against the offending party, and that attorney's fees will be assessed if the Association attorney is necessary to stop the rule violation.

### **3. HEARING, APPEAL AND SANCTIONS**

- a) The accused person is entitled to a hearing before the Board for any alleged violation that is contested by the accused party. This may be accomplished by a written statement delivered to the Board or its representative no later than ten (10) business days following the date of the written notice of the violation, denying the rule violation and requesting a hearing to present his position
- b) If the accused person ceases the violation, pays the fine, and repairs or restores any areas damaged by the violation, the matter will be considered closed. If the accused person ceases the violation, does not request a hearing, but does not pay the fine within sixty (60) days of written notice of the violation, an additional One Hundred Dollar (\$100.00) fine shall be imposed.
- c) If the accused person does not request a hearing and the violation continues beyond the deadline for requesting a hearing described above, the offending party will be assessed as follows for each day that the violation remains outstanding:
 

1. Day 1:	\$100.00
2. Day 2 - Day 30:	\$10.00 per day
3. Day 31 - Day 60:	\$20.00 per day
4. Day 61 - Day 90:	\$30.00 per day
5. Day 91 - Day 120:	\$40.00 per day
6. Day 121 plus	\$50.00 per day
- d) If the alleged rule violator requests a hearing, the Board may request the Association attorney to be present at the hearing. If the alleged rule violator does not attend the hearing or the Board renders a decision against the alleged rule violator at the hearing, then the attorney's fees charged to the Association will also be assessed against the alleged rule violator as damages caused to the Association due to the rule violation.
- e) If the alleged rule violator is found by the Board, after a hearing, to have violated any duty, including those imposed under the Property Document or rules and regulations, the One Hundred Dollar (\$100.00) fine as set forth in the notice of violation shall be levied along with attorney fees and costs to repair damaged areas incurred by the Association. Additionally, the offending party shall be assessed a fine based on the above schedule that the violation remains outstanding after the date of the decision of the Board.

# THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION RULE VIOLATION REPORT

Before the Board can act upon any alleged violation to the Rules and Regulations or Use Restrictions, all alleged violations must be documented in writing. This form must be completed and mailed to the Management Office before any action can be taken.

1. Name of person reporting violation: \_\_\_\_\_
  
2. Name and address of offending party: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. Nature of violation: \_\_\_\_\_
  
4. Date and time violation occurred: \_\_\_\_\_
  
5. Location where the violation occurred: \_\_\_\_\_
  
6. Statement of what you observed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Any other pertinent information that may aid the Board in resolving the violation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this complaint form, I hereby attest that the information is true to the best of my knowledge and I am willing to participate with the Executive Board on this action in acting as a witness, if necessary.

\_\_\_\_\_  
Signature of Person Reporting Violation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

Return completed form to : Community Management Group, Inc.  
P.O. Box 2055  
Warrendale, PA 15086  
724.625.8095 (p) 724.625.8043 (f)

**EXHIBIT A-1**

#### 4. ADDITIONAL ENFORCEMENT RIGHTS

- a) At such time when accumulated unpaid fines levied against an offender reaches Three Hundred Dollars (\$300.00), legal action will be initiated to collect all outstanding fines and/or the Association's attorney will be instructed to take the necessary legal action to enforce the rule. If the Association manager or attorney must be secured to collect any fine, or to initiate legal action to enforce the rule, all court costs, attorney's fees, management charges and miscellaneous costs of enforcement or collection shall be charged to the offending party.
- b) The Association, acting through the Board may elect to enforce any provision of the Declaration, By-Laws, or rules and regulations of the Association by self-help or by suit of law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliances with the procedures set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney fees actually incurred.
- c) If a Unit owner violates the same rule or provision of the Property Documents for a second or subsequent time, within three (3) months, the same procedure as outlined above shall be followed except that the fines to be levied shall be doubled.

This Resolution is effective immediately.

ADOPTED this 15 day of Dec, 2009.



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Donald B. Rodgers  
Board President

ATTEST:



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Donald Rodgers, Jr.  
Board Secretary

# THE GABLES AT BRICKYARD HILL HOMEOWNERS' ASSOCIATION, INC.

## COLLECTION POLICY AND PROCEDURE

### RESOLUTION #2

WHEREAS, the By-Laws of the Gables at Brickyard Hill Homeowners' Association, Inc. ("Association") grants power to the Board of Directors ("Board") to conduct Association business, and the Declaration of Planned Community ("Declaration") for grants the authority to levy assessments against Unit Owners, and;

WHEREAS, the Association's economic well-being relies on the timely payment of assessments and other allowable charges and it is the Board's duty to use its best efforts to collect funds owed to the Association,

NOW, THEREFORE, BE RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. **ASSESSMENTS.** Amounts payable to the Association include, but are not limited to, Annual Operating Assessments, Maintenance Assessments, Specific Assessments, Capital Improvement fees, rules enforcement fees, repairs to the common area that are a unit owner's responsibility, legal fees and other costs associated with collection of funds on behalf of the Association.
2. **PAYMENT SCHEDULE.** The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable annually. Special assessments shall be due and payable on the due date specified by the Board in the notice imposing the assessment or in the ballot presenting the special assessment to the members for approval. In no event shall a special assessment be due and payable earlier than thirty (30) days after the special assessment has been duly imposed. Regular and special assessments shall be delinquent if not paid within thirty (30) days after they become due.
3. **INVOICES.** The Association may, but shall not be required to, invoice a unit owner as a condition to a unit owners's obligation to pay regular assessments or other charges of the Association. Non-receipt of an invoice shall in no way relieve the unit owner of the obligation to pay the amount due by the due date.
4. **LATE FEES, NSF & INTEREST CHARGES.**
  - a) A late fee of \$25.00 shall be charged monthly on all delinquent balances that become thirty (30) days past due.
  - b) A NSF (Non-Sufficient Funds) charge in the amount of twenty dollars (\$25) or the actual fees charged to the Association's account will apply to any returned check.
  - c) Any balance older than thirty (30) days will incur an interest charge of the maximum legal rate (but not more than fifteen (15%) percent per annum) per year until paid.

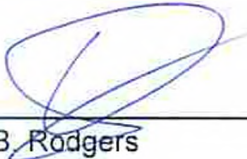
5. **ORDER OF CREDITING PAYMENTS.** Payments received shall be first applied to late charges, interest, NSF charges, collection expenses and then to assessments owed.
6. **PROCESS FOR DELINQUENCY NOTIFICATION.** For all balances exceeding \$50.00 that are fifteen (15) days past due, the Association may cause, but shall not be required to send the following notification:
  - a) **FIRST NOTICE ("Late Notice").** First Notice of Past Due Charges including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to a Unit Owner whose balance is not less than fifteen (15) days past due. **A late fee will be assessed and posted to the delinquent account fifteen (15) days after the FIRST NOTICE is sent.**
  - b) **10 DAY DEMAND ("First Warning Letter").** 10 Day Demand for Payment including detail of assessments, late fees, NSF charges and interest charges that apply will be sent by First Class Mail to an owner whose balance is forty five (45) days past due. This Notice will recite intent to turn the matter over to an attorney for collection enforcement if balance is not paid within ten (10) days. Attorney actions may include but are not limited to; filing a lien against the Unit Owner's property, a personal judgment against the Unit Owner and property foreclosure.
  - c) **FINAL NOTICE ("Final Warning Letter").** Final warning before the commencement of legal action will be sent by First Class Mail to an Owner whose balance is sixty (60) days past due. Unit owner is informed that collection efforts will result in additional costs being added to the delinquent balance and that the matter will be reported to credit rating agencies. Collection efforts include, but are not limited to filing a lien against the property, initiating foreclosure proceedings and pursuing a personal judgment.
7. **LEGAL SERVICES.** If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs. As provided by law, the Association is also entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters; (ii) legal expenses incurred; (iii) recording costs; (iv) costs incurred with title companies or foreclosure service providers; and (v) costs associated with small claims court actions (collectively "reasonable costs of collection").
8. **OTHER CHARGES.** The Association may charge the unit owner for:
  - a. Fees charged by Property Manager to collect funds payable to the Association
  - b. Owner bankruptcy
  - c. Foreclosure action or deed in lieu of foreclosure
  - d. Notification, filing and satisfying liens
  - e. Enforcement of the Association's Rules, Bylaws, Declaration or Policies
  - f. Costs of litigation
  - g. Repairs to the Association's common areas that result from the acts of owners, their tenants or guests



9. **PAYMENT AGREEMENT.** Neither the Association nor its designated agent has any obligation to accept partial payments on an account. Payment plan requests must be submitted in writing to the Board for approval. Any agreement entered into with the Unit Owner shall be reasonable, as determined solely by the Board, and for the purpose of assuring that the best interest of the of the Association is served. Failure of an Unit Owner to comply with a Board approved payment schedule shall give the Board and/or its agent the right to immediately continue the collection process without further notice to the unit owner. The Association may grant a waiver of any provision herein upon a written petition by a Unit Owner showing a personal hardship. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determined appropriate under the circumstances.

This Resolution is effective immediately.

ADOPTED this 15 day of Dec, 2009.



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Donald B. Rodgers  
Board President

ATTEST:



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Donald Rodgers, Jr.  
Board Secretary