

Amended and Reinstated
Handbook of Rules and Regulations
Brandywine Commons Homeowners Association, Inc.
A Non-Profit Corporation

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Attachment:

Summary of Maintenance Responsibilities

Preface:

Although the homeowners of Brandywine Commons Homeowners Association, Inc. (“BCHA”) have varying personal interests, they share a responsibility for overall community value. These Rules and Regulations are intended to permit individual preferences as well as to promote community-wide values. Ultimately, the Association’s goal is to maintain the overall community well-being.

Brandywine Commons is a hybrid between stand-alone homes and condominium style homes. As such, it’s important that homeowners recognize their impact on their neighbors. Stand-alone homes can be landscaped and decorated in totally different styles and approaches; condominiums restrict all homeowners to a rigid commonality of appearance and practices. Brandywine Commons is a combination that accommodates both and takes advantage of both. Visually, Brandywine Commons features a continuity of complimentary styles, tied together by the in-place, unchanging architecture, and established style of the homes.

In the final analysis, Brandywine Commons chooses to be a community of friendly, helpful neighbors living in pleasant, tastefully attractive homes. The Rules and Regulations are established to guide the community in that direction and maintain and enhance the property values of the homeowners. When the Rules and Regulations cannot resolve differing points of view that emerge from individuals, the Board of Directors and its Committees are committed to pursue a resolution.

1. Introduction

The BCHA was established to administer the responsibilities for maintenance of Units and grounds required by the Declaration of Covenants, Easements and Restrictions. It is incorporated under the laws of the Commonwealth of Pennsylvania as a non-profit corporation and is governed by Association Documents, [i.e., (1) Declaration of Covenants, Easements and Restrictions for Brandywine Commons Homeowners Association, Inc.; (2) By-Laws; and (3) these Rules and Regulations] all as amended from time to time.

These Rules and Regulations exist for the mutual benefit of all Unit Owners to protect property value by providing standards of appearance and conduct and shall be in effect until amended by the BCHA. They apply to and are binding upon all Unit Owners of record. The Unit Owners shall observe these Rules and Regulations and use their best effort to see that they are observed by their families, guests, service personnel, lessees, and persons over whom they exercise control and supervision.

A five-member Board of Directors elected by the membership governs the BCHA. Terms of the Directors are staggered so that one or more director is elected at each annual meeting held no later than July 1 of each year.

The BCHA Board of Directors is responsible for, among other things, collecting monthly dues and special assessments from each member, developing an annual budget, and arranging for necessary maintenance, repairs and/or replacements to keep Brandywine Commons an attractive place to live. The Board operates under the provisions of the Association Documents. Please read the Declaration of Covenants, Easements and Restrictions for Brandywine Commons Homeowners Association, Inc., the By-Laws, and these Rules and Regulations.

If there is any conflict between the Rules and Regulations and other Association Documents, the other Association Documents shall control. The Association Documents define your rights and obligations as a homeowner. Keep them available for future reference.

BCHA uses the services of RJ Community Management to manage the day-to-day operations of the HOA. Questions, comments, or requests for the Board should be directed to the Community Manager responsible for servicing BCHA. Homeowners may message the community manager using: portal.rjcmgt.com or contact them by email at: info@rjcmgt.com or by phone at: 412-550-0003.

2. Definitions

Various terms used throughout the Rules and Regulations of BCHA need to be defined and understood, in order that all homeowners view the community's Rules and Regulations from the same perspective. Several key terms are:

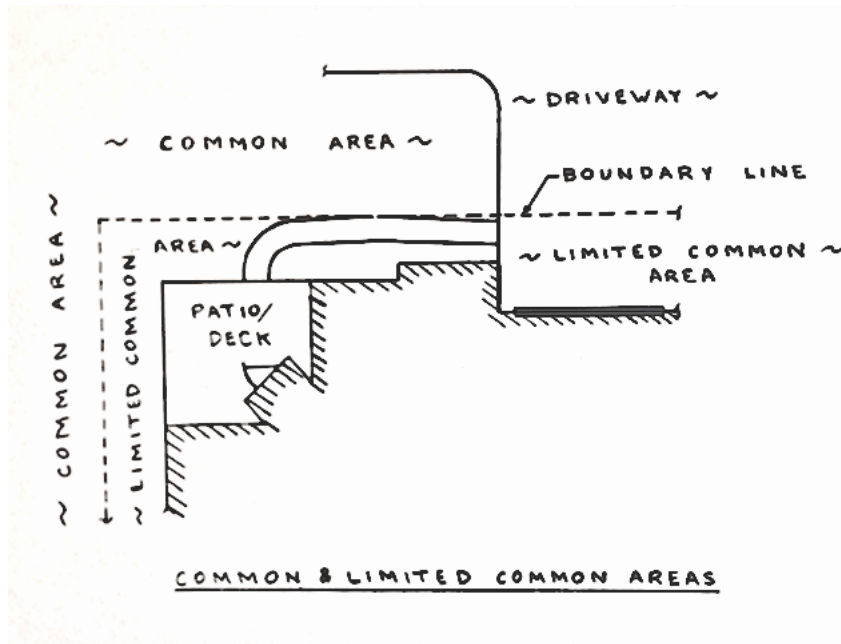
Common Area – In general, Common Areas include those areas of the community shared by all homeowners, such as the gazebo and the area inside Wilshire Circle, the other open grassy areas, and the perimeter of the property. Specifically, Common Areas are all real estate not within an individual homeowner's deeded area, as set forth in the BCHA Declaration.

Declaration – The Declaration refers to the Declaration of Covenants, Easements and Restrictions which was developed in accordance with the Pennsylvania Uniform Planned Community Act (68PA, C.S.A. §5101 et. seq.) and sets forth the rights and responsibilities of the homeowners and Association.

Limited Common Area – Limited Common Areas are those areas of the community that are included within an individual homeowner's deeded area and visible outside the residence. This includes all real estate, exterior walls, windows, doors, skylights, roof, chimney, patio/deck, as

well as those portions of the unit sidewalk, driveway, driveway drains, and landscape features that are within the homeowner’s deeded area.

(Note: For practical purposes, consider the boundary between a Limited Common Area and Common Area as a line starting at the outermost edge of the Unit sidewalk at the greatest distance from the Unit wall and extending straight in both directions for the full length of the Unit. At the end of the Unit, extend the line across the full width of the Unit, keeping the same distance from the wall/fence/deck as the starting point. Refer to the diagram below. This is a general representation. Actual Limited Common Areas may differ slightly from Unit to Unit. See the Declaration plan/plat for more specific boundary locations.)



Personal Property – Personal Property consists of the tangible property not attached to any structure, which is owned by a homeowner or others associated with the homeowner.

BCHA – The “BCHA” designation refers to the Brandywine Commons Homeowners Association, Inc. It represents the group of individuals who own homes within Brandywine Commons. The Brandywine Commons Homeowners Association is made up of all these owners and is represented by its elected Board of Directors.

Homeowners – The homeowners are those individuals that own homes within Brandywine Commons. Homeowners, Unit Owners, and Owners are one in the same and are members of the BCHA.

Home – The term “home” refers to a Unit within Brandywine Commons. The term “home” is interchangeable with the term “unit.”

Unit – The term “unit” refers to a home within Brandywine Commons. The term “unit” is interchangeable with the term “home.”

3. Use Restrictions

- 3.1 All Units shall be used exclusively for residential purposes and occupancy. Other activities shall be prohibited. (See Declaration, Article 5, Section 5.3.)
- 3.2 Nothing may be done to or kept in or on any property in Brandywine Commons which will cause cancellation of Association insurance or increase insurance rates.
- 3.3 No Unit may be used in a manner that is unlawful, or that might cause injury to the reputation of BCHA or might inconvenience, or damage other Owners or their personal property.
- 3.4 Unit Owners must comply with all applicable laws, zoning ordinances and governmental regulations regarding their Unit.
- 3.5 No Unit Owner shall bring or permit to bring or keep in any Unit or patio, deck, Common Area, or Limited Common Area any highly flammable or combustible material, or any explosive or otherwise hazardous, fluid, material, chemical or substance except those in common use for ordinary household purposes and otherwise in compliance with any law, ordinance, rule, or regulation of any governmental body having jurisdiction thereof.
- 3.6 Unit Owners may not make alterations (removal, addition, or improvement) to the exterior of the Unit or to any Common Area or Limited Common Area without prior written consent of the Association's Board of Directors, except as explained in Section 5.3 below, which covers Unit Owner responsibilities. (See Declaration, Article 5, Section 5.9 and Article 6, Sections 6.1 and 6.2.)
- 3.7 The Unit sidewalks and entrances must be clear and not used for any purpose other than entering and exiting a Unit.
- 3.8 All windows shall have installed drapes/curtains/blinds of a neutral white/beige décor when viewed from the exterior.
- 3.9 No awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of any building. Nothing shall be placed on, in, or projected from the exterior doors, windows or windowsills including awnings, air conditioners, ventilators or fans.

3.10 No antenna (radio, television, or the like), satellite dish (See Section 5.3(l) below), security camera, flagpole, exterior lighting fixture, or other similar item or wiring for such shall be installed without the prior written consent of BCHA Board of Directors. If approved, applicable devices must comply with FCC regulations. A Unit Owner who installs or erects any of the above without the prior written consent of BCHA Board shall be liable for the removal of such at the cost of the Unit Owner for whose benefit the installation was made. (See Declaration Article 5, Section 5.9(a).)

3.11 No sign, advertisement, notice, flag, banner, or other shall be exhibited, displayed, inscribed, painted, affixed on, or upon any part of the property or Unit unless prior written consent is obtained from the BCHA Board of Directors. (See Declaration, Article 5, Section 5.5.)

One standard sign advertising the sale of a Unit may be displayed provided that such sign is placed in a window on the front or side of the property being sold. No sign may be placed in Common Areas or Limited Common Areas. For sale signs must be removed within 48 hours of execution of contract of sale for the Unit.

3.12 Garbage/recycling receptacles shall not be stored outside the Unit.

In accordance with borough ordinance #19, Residents may not place garbage receptacles at curb earlier than 6:00 p.m. on day prior to scheduled garbage pick-up. Residents must retrieve receptacles by 7:00 p.m. on day of pick-up.

3.13 No dumpster, portable dumpster bag, portable toilet, or similar item may be placed on the driveway or other Common or Limited Common area unless prior written consent is obtained from the BCHA Board of Directors.

3.14 Residents shall not store their personal property such as mops, gardening tools, gardening supplies, etc. on their deck, patio, or other Limited Common or Common Area. No visible laundry, rugs, etc. hanging on clothes lines or over a fence or railing is permitted. An exception to this is that residents may store outdoor furniture, gas/propane/charcoal grills, and gas/propane firepits in a neat and orderly manner on their deck or patio. Woodburning firepits are not permitted. Residents using a gas/propane firepit must comply with local and state regulations. Any damage to the Unit or surrounding property will be the Unit Owner's responsibility.

- 3.15 No swing sets, playhouses, storage sheds, portable on demand storage Units, outbuildings, or similar structures are permitted in Common Areas or Limited Common Areas.
- 3.16 The bouncing or repelling of rubber balls, basketballs, softballs, etc. against BCHA buildings is prohibited.
- 3.17 To ensure the safety and convenience of all residents at Brandywine Commons, the use of bicycles, tricycles, roller skates, skateboards or any other such toys or implements are not permitted on the Gazebo.
- 3.18 No fences, including invisible fences, other than privacy fences supplied originally by the developer may be erected.
- 3.19 The Unit Owner shall be responsible for the maintenance, repair, and replacement of all utility lines within and to the Unit, located within the Unit and/or on or under the Lot. (See Declaration, Article 7, Section 7.1(c).)
- 3.20 Parking is prohibited on Wilshire Circle (per Borough ordinance) and on any grassy area. Parking on driveways is limited to currently registered vehicles in operating condition. Commercial vehicles, campers, boats, trailers, motorhomes, or recreational vehicles may not be parked in any driveway area. No major repairs may be made to vehicles in any driveway.

4. Leasing

- 4.1 The following conditions and restrictions apply to the leasing of any Unit in Brandywine Commons. (See Declaration, Article 5, Section 5.1(c).)
 - a) A maximum of four (4) Units may be leased at any one time.
 - b) The privilege of leasing a Unit is based on seniority of ownership and the Community Manager shall maintain a list of owners wishing to lease their Unit.
 - c) The above lease limitations do not apply when leasing to an immediate family member, such as a spouse, children, or parents.
 - d) Every lease shall be in writing, signed by all parties, and a copy given to the Community Manager.
 - e) Every lease shall be for a term of not less than one (1) year and not more than two (2) years. No short-term rentals are permitted, such as bed & breakfast or vacation rental arrangements.

- f) Every lease must contain the following provisions:
- The Unit owner shall remain responsible for all charges, fees, monthly dues, and assessments made against the Unit.
 - The tenant will abide by all provisions of the Association Documents.
 - The Unit owner will indemnify the Association against liability and loss for any breach or noncompliance by tenant with the Association Documents.
 - No Unit may be leased before one (1) year has elapsed from the date of purchase unless the tenant is a member of the Unit owner's immediate family.

5. Maintenance

5.1 Maintenance Policies

The BCHA policies indicated below relate to the "financial" responsibility for maintenance, repair, and improvements and if applicable may negate certain Unit Owner responsibilities listed in section-5.3. (See Declaration, Article 9, Section 9.12.)

- a) The Unit Owner is financially responsible for the maintenance, repairs, and improvements within their Limited Common Area when the specific maintenance, repair, or improvement benefits fewer than all Units. For repairs involving any Unit brick or siding exterior wall surface, as well as any Unit roof, soffit, fascia, gutter, downspout, deck structure (not including flooring or railings), circular imitation attic vent, chimney chase cover, driveway, or driveway drain, the BCHA will hire and pay the contractor and then assess the Unit Owner for reimbursement.
- b) The BCHA is financially responsible for the maintenance, repairs, and improvements within Limited Common Areas when the specific maintenance, repair, or improvement benefits all Units. The Board may take action to levy an assessment against all Unit Owners to cover the expense if it is not budgeted or if the expense exceeds the budget.
- c) The Unit Owner is financially responsible for the continued upkeep of a Common Area improvement when the Unit Owner requests and receives Board approval to make the improvement. If the Unit Owner later sells their Unit, the BCHA Board shall confirm that the new owner agrees to assume responsibility for the upkeep of the previous owner's improvement. If the owner agrees to assume that responsibility, they

shall continue the maintenance of that Common Area. If the owner declines to assume the responsibility, the BCHA shall maintain the area like other Common Areas.

- d) If a Unit Owner modifies a Common Area without receiving Board approval, the Board may assess the Unit Owner the costs to correct or return the Common Area to its previous condition.

5.2 **BCHA Maintenance Responsibilities**

The BCHA is responsible for the maintenance, including the care, repair, servicing, and improvements of buildings, structures, and grounds as described below:

- a) all maintenance, and improvements in Common Areas, excluding Common Areas where a Unit Owner received approval from the BCHA Board to maintain the area,
- b) all maintenance, repairs, and improvements in Limited Common Areas where the action benefits all Units,
- c) facilitating all necessary warranty repairs of the roofs, vinyl siding, aluminum fascia, and chimney chase covers for the residential Units,
- d) the care of all lawns, the application of mulch in alternating years on all planting beds in Common and Limited Common Areas, and the spring and fall leaf cleanups in Common and Limited Common Areas,
- e) the planting, removing and care of trees, shrubbery, and other plantings as well as the maintenance of planting beds in Common Areas, excluding Common Areas where a Unit Owner received approval from the BCHA Board to maintain the area,
- f) all maintenance, repairs, and improvements of the Gazebo, entrance monuments, driveways, street sidewalks, streetlamps, mailbox clusters, and Unit number street signs,
- g) all maintenance, repairs, and improvements of retaining walls installed by the BCHA at Units #603, #604, #611, #801, and #802,
- h) all maintenance, repairs, and improvements of drains and catch basins in Common Areas, excluding Common Areas where a Unit Owner received approval from the BCHA Board to maintain the area,

- i) keeping Common Areas free and clear of all rubbish, debris, and other unsightly material, excluding Common Areas where a Unit Owner received approval from the BCHA Board to maintain the area,
- j) snow removal and/or salting of all driveways and if accessible to within two (2) feet of garage doors and parked vehicles in front of the garage, as well as snow removal and/or treating of sidewalks along Wilshire Circle and Castle Creek Drive,
- k) when contracting for the above maintenance, repairs, and improvements, the BCHA shall use only licensed and insured contractors.

5.3 Unit Owner Maintenance Responsibilities

Unit Owners are responsible for the maintenance, including the care, repair, servicing, and improvements of their individual Limited Common Areas (see Section 2.0 – Definitions), as described below:

- a) **General Care** – Unit Owners are responsible for keeping Unit sidewalks, entrances, patios, decks, Limited Common Areas, and any Common Areas that they are responsible for clear of rubbish, debris, and other unsightly material.
- b) **Snow Removal** – Unit Owners are responsible for the removal of snow and ice on their individual Unit sidewalk, patio, deck, and within two (2) feet of their garage door.
 - Parking is not permitted in the guest parking areas (typically at the end of the driveway) or on the shared (two-lane) portions of the driveway when the BCHA snow removal contractor is plowing or salting the driveway. The contractor needs access to the guest parking areas to push the snow off the driveway or as a place to pile the snow. If it's reported that a parked vehicle interfered with the contractor's operations, the BCHA Board may assess the responsible Unit Owner the cost for the contractor to return to service the driveway or other applicable fine.
 - Unit Owners may choose to park in front of their garage door during snow removal operations; however, if a vehicle is parked there, the contractor will not service that area.
- c) **Landscaping Maintenance** – Unit Owners are responsible for the trimming and care of trees and shrubbery, and the planting and

maintenance of flowers, as well as the maintenance, weeding, and fertilizing of planting beds in their Limited Common Area. This excludes the mulching of planting beds as indicated in section 5.2(d) above. Unit Owners are also responsible for similar maintenance of Common Areas where the Unit Owner made an improvement, with consent of the BCHA Board. Unit Owners may perform this landscaping maintenance without receiving written consent from the BCHA Board.

In addition to the above, Unit Owners may add dark brown mulch to their Limited Common planting beds (and/or Common Area planting beds that they are responsible for maintaining) without receiving written consent from the BCHA Board.

d) **Landscaping Improvements** – Unit Owners desiring to make landscaping improvements in Limited Common Areas and/or Common Areas may do so after receiving written consent of the BCHA Board. The Unit Owner must submit an ARC Request online through portal.rjcmgt.com and include a completed Application for Alteration form.

- Landscaping improvements may include adding or removing trees, shrubbery and/or altering the size/shape of planting beds adjacent to the homeowners Unit. (See Declaration, Article 5, Section 5.9(b).)
- No refuse pile or unsightly objects shall be allowed to be placed or left to remain. All costs incident to such removal and restoration shall be assessed to the Unit Owner. (See Declaration, Article 5, Section 5.7.)

e) **Sunshades, Tents, Umbrellas, Canopies, and Similar Pop-Up Freestanding Items** –

- Sunshades, tents, umbrellas, canopies, and similar items may be placed on Unit patios or decks. If doing so, these items must be completely contained within the patio fenced area or inside the deck railing. These items are NOT permitted in any other Common or Limited Common Area.
- It is NOT permitted to anchor such items to the Unit exterior surface.
- The Unit Owner will be assessed the cost of any repairs necessary due to damage caused by such items.

- The BCHA Board may require the removal of such items if not properly maintained or if it becomes an eyesore and degrades the appearance of the community property.

f) **General Requirements for Exterior Maintenance –**

Each Unit Owner is responsible for the maintenance, repairs, and improvements in their Limited Common Area (outlined in sections g through p below), except as indicated in section 5.2 above or when the BCHA performs such maintenance or improvements that benefit all Units. Unit Owners desiring to perform maintenance, repairs, or improvements (removal, repair, service, addition, or alteration) to the exterior of the Unit or their limited common area, must submit an ARC Request online through portal.rjcmgt.com and include a completed Application for Alteration form. The Unit Owner must receive written consent from the BCHA Board prior to initiating such maintenance. The request shall specifically state the work to be done and the reason for the alteration. When applicable, a drawing should be attached. (See Declaration, Article 5, Section 5.9 and Article 6, Sections 6.1 and 6.2.)

The BCHA Board of Directors will respond within fourteen (14) days of the date of receipt of the request with their approval or denial. If not approved, BCHA Board will provide its reason for disapproval or any questions on the request.

To avoid any loss, inconvenience, or disappointment, it is strongly recommended that the Unit Owner make no monetary or legal commitment with any third party, contractor, supplier or other person or entity, or purchase any materials or supplies, prior to receiving approval from the BCHA Board.

If removal of an item from an exterior wall shows evidence of prior attachment such as a hole, mark, or other indication on the surface of the Unit and a replacement item is not attached in the same location covering the hole, etc., repair of the exterior surface is necessary. Such repairs are the responsibility of the Unit Owner. If the BCHA Board facilitates the repairs, the Unit Owner will be assessed the cost of the repairs.

g) Front Door Replacement or Painting –

If replacing a front door, it must be a Traditional or Craftsman style door with glass in the top portion only. See examples of acceptable front door styles below:





The door sidelight must be on the handle side of the door and must contain glass from top to bottom. The sidelight glass may be solid or divided. The glass used in the door and sidelight must be clear, but may be etched, beveled, or leaded. No colored glass is permitted. The door must be metal or fiberglass. The paint colors for a new or painted front door, sidelight, and door frame listed below are acceptable. The sidelight panel may match either the door color or the door frame color.

- Door and if applicable, sidelight panel:
 - Pebblestone Clay (Alcoa's color for the gutters and downspouts)
 - Navy blue
 - Black
 - Red
 - Dark green

Unit Owner must present Board with color sample or photo for Board to review.

- Door frame and if applicable sidelight panel:
 - Pebblestone Clay (Alcoa's color for the gutters and downspouts),
 - Color of the door.

Front door hardware must be a full handle set including deadbolt. The hardware material and finish may be the Unit Owner's preference.

h) Storm/Screen Door Replacement or Painting –

- A replacement storm/screen door must be a full-view style with clear glass, absent any obstructions, ornamentation, or decoration.
- The color of a new or painted storm/screen door shall be the color of either the front door or the front door frame.
- The door hardware must be a full handle including a lock. The hardware material and finish may be the Unit Owner's preference.
- See examples of acceptable storm/screen doors styles below:



i) Window Replacement –

- The window type, size, configuration, and color must match the original design. Existing rough window openings must be maintained.
- The window must have mutons that match the original design regarding their size, color, and configuration and the mutons must be mounted behind the outermost glass panel.
- Glass size and frame profiles dimensions must match the original design.

j) Garage Door Replacement or Painting –

- The size and configuration of a replacement garage door must match the original design. Double garage doors must have 32 panels and single doors must have 16 panels.

- The color, finish, and sheen of the door must match the original design. The color must be white with wood grain textured raised metal panels without windows (plain).
- The look of the original door is to be maintained.

k) Exterior light fixture Replacement or Painting –

- Exterior light fixture must be Carriage style lights and have an approximate overall size as listed below:
 - Front door light fixture: 6.5 inches wide x 12 inches high
 - Garage door light fixture: 9 inches wide x 16 inches high
- The color of the fixture must be black or bronze, and the glass must be clear. The glass may be beveled or etched but may not be colored.
- The light produced must be white (colorless) light and may not emit colored light.
- See examples of acceptable light fixture styles below:





l) Satellite Dish Installation –

- The satellite dish must have a diameter of 18 inches or less.
- It may be installed on the patio or deck below the top of the fence or railing. Attaching it to the building is prohibited.
- If any damage occurs to the Unit, Limited Common, or Common Areas during installation, maintenance, use, or removal of the dish, the Unit Owner is responsible for the repair.

(See Declaration, Article 5, Section 5.9(a).)

m) Flagpole Mounting Bracket Installation for displaying the American flag –

- The flagpole mounting bracket must be installed on a siding mounting block on the opposite side of the door from the light fixture, as shown in the photo below:



- If there is no mounting block in this location, a 5" x 7" mounting block matching the color of the siding must be installed with the center of the mounting block 24 inches below the top of the door trim and centered horizontally.
- The Unit Owner is financially responsible for the siding modification to install the mounting block.

n) **Outside Air Conditioner Unit Replacement –**

- The air conditioner unit must be located within three (3) feet of the existing unit.

o) **Installation of Patio/Deck Overhead String Lights –**

- The request must include a detailed description of the string lights to be installed, including the materials to be utilized, design or layout, and method of attachment to the building.
- Patio/deck overhead string lights, including associated anchors shall NOT be attached to the exterior building surface, including the vinyl siding, soffit, aluminum fascia, gutter shell, or downspout.
- The string lights may be secured to one or more gutter brackets. These brackets secure the gutter to the building (see photos below). Suitable anchors or plastic-coated wire that do not scratch or cause other damage to the gutter may be used to secure the string lights to the gutter brackets.

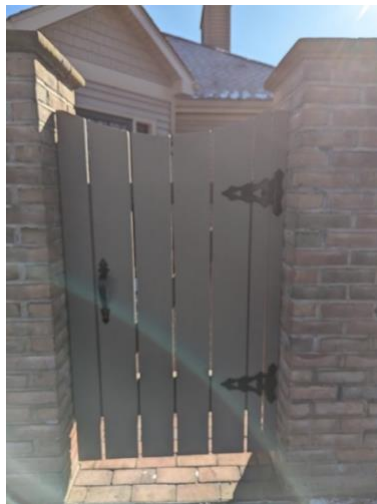


- Appropriate metal or wood poles may be used as needed to support the string lights at a point or points away from the building or if not attaching the lights to gutter brackets. Such poles may be secured to the Unit fence or deck railing, anchored in flowerpots on the patio, secured in the ground outside the fence or railing, or other suitable arrangement. String light poles must be within the Limited Common Area of the Unit and not exceed the height of the gutter.
- The Unit Owner will be assessed the cost of any repairs necessary due to damage caused by the string lights.
- The Unit Owner may illuminate the string lights during the evening hours but must turn them off no later than 11:00 PM.
- The BCHA Board may require that the Unit owner remove the string lights if they are not properly maintained or if it is determined that the string lights degrade the appearance of the community property.

p) Patio Fence or Deck flooring/railing Replacement or Painting and Gate Installation –

- The patio fence, patio gate, and deck (or portions being replaced) must be constructed to look identical in appearance, size, and shape to the patio fences, patio gates, and decks currently constructed in Brandywine Commons Homeowners

Association, Inc. See typical patio fence, patio gate and deck below.



- The color of the patio fence and patio gate shall be Pebblestone Clay (Alcoa's color for the gutters and downspouts), or similar.
- The color of the deck shall be medium brown.
- If installing a gate at the entrance to a deck, no component may be attached to the exterior surface of the Unit.
- The modification must comply with all applicable building codes.

6. Holiday Decorations

- 6.1 Holiday and seasonal decorative items must not be attached to exterior Unit walls, but may be secured to patio fences, deck railings, or to gutters with non-damaging gutter hooks without prior BCHA Board approval. The decorative items must be removed withing thirty (30) days of the date of the holiday for which they are being displayed. (See Declaration Article 5, Section 5.9(a).)

7. Pets

- 6.1 Only a reasonable number of customary domestic household pets are permitted in the Units. Unit Owners/residents are not permitted to keep pets housed outside their respective Unit. In no event shall any pet be permitted to run free in any outside area and must be always leashed. All pets must be properly licensed and vaccinated. No Unit Owner/resident shall permit his/her animal to disturb any other Unit Owner/resident. Pet owners must remove any waste deposited by a pet upon the Common or Limited Common Areas immediately after it is deposited. Pets shall not be permitted to urinate on or abuse other Unit Owners'/residents' personal property or Limited Common Area. Each Unit Owner/resident shall be responsible for the cost to correct damage caused by his/her pet(s), e.g., replacement of grass, shrubs, landscaping because of digging or urination. If a pet becomes a nuisance or threat to any Unit Owner/resident, then, upon written application to the BCHA Board, a majority vote of the Board may order the permanent removal of the pet from the premises and the owner of said pet shall permanently remove said pet from Brandywine Commons within 15 days after receipt of such order. (See Declaration, Article 5, Section 5.4.)

8. Nuisances

- 8.1 No Unit Owner shall make or permit any loud noises by himself, his family, guests, service personnel, employees, agents, licensees, or tenants; especially outside radios, by himself, herself, his/her family, guests, service personnel, employees, agents, licensees, or tenants, nor do or permit anything that will interfere with the rights, comforts, or convenience of the other Unit Owners. No Unit Owner shall play upon, or permit others to play upon, any musical instrument, or operate any audio/visual device in his/her Unit in a manner which would create an annoyance to other Unit Owners. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction that disturbs or annoys any Unit Owner at any time.
- 8.2 Any nuisance or any use or practice which is a source of nuisance to Unit Owners, or which interferes with the peaceful possession and proper use of the premises by the Unit Owners shall be prohibited. No Unit Owner shall permit any use of the Common Areas or Limited Common Areas which will increase the rate of insurance upon any part of the property, or which is a violation of the BCHA Association documents.

9. Parking

- 9.1 The use of driveways shall be limited to parking of currently licensed and inspected automobiles in operating condition. Commercial vehicles, storage or moving units (permanent or temporary), campers, boats, trailers, motorhomes, or recreational vehicles may not be parked in any driveway area, except while engaging in transporting persons or property to or from a Brandywine Commons residence. No major repairs may be made to automobiles or other vehicles in any of the parking areas, driveways, roads or elsewhere in the complex.
- 9.2 Parking is prohibited on Wilshire Circle by borough ordinance. Parking is also prohibited on the shared (two-lane) portions of any driveway and on grassy areas.

10. Insurance

- 10.1 BCHA shall maintain a blanket property and liability insurance policy covering all building units within the Association. Said insurance policy shall provide coverage on the buildings, including the common elements, and any real property that is a permanent part of the Unit, but excluding improvements made to the original design specifications. Members are responsible for the cost of the deductible portion of any claim. It is also

expressly stated that the insurance coverage will not extend to or include the homeowner's personal property within said buildings, or personal liability of the individual homeowner for incidents occurring within his/her Unit or Limited Commons Area. Premiums for the above outlined policy shall be paid from the monthly dues collected from each homeowner/member and shall not be assessed as an additional cost above and beyond said monthly dues. (See Declaration, Article 10.)

Unit Owners should purchase a Unit Owners Policy (Form HO-6). This policy provides coverage for any loss under the Association's deductible, personal property, and any additional expenses the owner incurs if they are unable to live in the unit while repairs are made following a covered loss. It also pays on the owner's behalf if their actions negligently injure someone or damage their property.

11. Dues and Special Assessments

- 11.1 The expense of performing the forgoing described routine physical maintenance and renewal, together with all costs of administration, insurance, services, and enforcement of these rules and regulations, shall be funded by a monthly dues to be paid to the Association as consistent with the Association By-Laws. See the BCHA Assessment Collection Policy for specific details. Nonpayment of these monthly dues shall be subject to the BCHA Fine Process and Penalties. See the governing documents at portal.rjcmgt.com.
- 11.2 It is recognized that the regular monthly dues may not be sufficient to fund certain desirable or necessary large projects. In such instances, further assessment may be levied against all members, unless disapproved by a negative vote of not less than sixty-five percent (65%) of the votes of all members cast at a meeting called for that purpose. Such further assessment shall be subject to the same enforcement procedures as the regular monthly dues.
- 11.3 A capital contribution equivalent to three months dues is assessed to the buyer(s) of a unit in Brandywine Commons. The assessment shall be paid to the association at the time of the closing.

12. Meetings

- 12.1 An annual meeting of members shall be held no later than July 1st of each year in the Council Chambers in the Seven Fields Borough Municipal Building at 2200 Garden Dr., Seven Fields, PA 16046 or other specified location.

- 12.2 Regular meetings of the Board of Directors shall be held at least every other month at the Seven Fields Borough Municipal Building or other specified location. These Board meetings shall be open to all members of the Association. Unit Owners wishing to address the Board at a Board meeting shall inform the Community Manager in writing at info@rjcmgt.com at least seven (7) days prior to the meeting date and provide the subject of their intended questions/comments. The Secretary will then put the Unit Owner and issue on the meeting agenda.

13. Questions, Concerns, Complaints, or Requests

- 13.1 Questions, concerns, complaints, or requests should be directed to the Community Manager online at portal.rjcmgt.com or by contacting them by email at info@rjcmgt.com or phone at: 412-550-0003.
- 13.2 Unit Owners requesting approval to perform an exterior alteration or maintenance, must submit an ARC Request online through portal.rjcmgt.com and include a completed Application for Alteration form. The Unit Owner must receive written approval from the BCHA Board before making the alteration.

14. Enforcement of Regulations

- 14.1 Owning and residing in Brandywine Commons is, in each case, a decision of choice. The choice entails involvement with all of those who share that choice with us. Our involvement with others includes providing for the maintenance of a sound investment in our community, maintaining its physical condition and appearance, and in respecting the equal entitlements of each other.

BCHA assumes the best of every Unit Owner, and where failure to observe a rule does occur, BCHA assumes that it may be due to misunderstanding or oversight without intention to willfully violate. In such case BCHA aims to provide guidance and, where appropriate, provide sanctions. Enforcement, however, must be in place to provide for those few cases which require measures that protect the interests of all those who do honorably perform as they should without problems. Therefore, failure to obey any of the BCHA Association Documents will result in the following penalties and provisions.

- a) The BCHA Board of Directors or its designated management service may perform periodic inspections of the Common and Limited Common Areas to ensure compliance with the Association Documents.

- b) BCHA Board of Directors or its designated management service, upon receiving a written or verbal complaint of any violation of any regulation, will notify the Unit Owner of such violation and set a date by which the Unit Owner is required to correct the violation and respond in writing that the violation was corrected.
- c) If the violation is not corrected within the stated period, then the BCHA Board of Directors will assess a fine. See the governing document entitled Fines Process and Penalties at portal.rjcmgt.com for details.
- d) The fines mentioned above shall be deemed sufficient to deter Unit Owners from violating the Rules and Regulations established by Association Documents and any other rule or regulation relating to the Unit, and to compensate the other Unit Owners for damage done to the harmony and accord of the community.
- e) All sums (monthly dues, further assessments, and/or special assessments) assessed by the Association against any Unit Owner that are in default shall be subject to interest, charges, and/or late fees, and reasonable counsel fees and cost incurred in accordance with Association Documents. (See Declaration, Article 9, Section 9.10.)

15. Resale Certificates

Any Unit Owner intending to sell or otherwise transfer title to their Unit must have resale paperwork completed prior to closing on the home. Refer to rjcmgt.com for information on this process.

ADOPTED:

Signed by:
Sharon Krepp
7D28EC08F7B34DD...

Sharon Krepp, President
10/17/2025

Date

Signed by:
Mary Phaneuf
45A6324F10C340C...

Mary Phaneuf, Vice President
10/20/2025

Date

Signed by:
Chuck Seibel
6AF243DFF4DE477...

Chuck Seibel, Secretary
10/19/2025

Date

Signed by:
Don Whigham
BFAF98529C0D443...

Don Whigham, Treasurer
10/20/2025

Date

Firmado por:
Miryam Pacheco
492C944A977A4C2...

Miryam Pacheco, Member at Large
10/29/2025

Date

Attachment

Summary of Maintenance Responsibilities – Common Areas and Limited Common Areas:

The BCHA policies explained in Section 5.1 relate to the “financial” responsibility for maintenance and improvements and take precedence over the responsibilities listed below. See Declaration, Article 9, Section 9.12.

Description	Responsibility
Grounds:	
• Driveways & Parking Areas	BCHA
• Driveway drains in Limited Common Areas	Unit Owner
• Driveway drains in Common Areas	BCHA
• Entry Monuments	BCHA
• Gazebo	BCHA
• Lawncare	BCHA
• Mailbox Clusters	BCHA
• Individual Unit Mailbox	Unit Owner
• Mulching of Planting Beds (alternating years)	BCHA
• Sidewalks along Wilshire Circle & Castle Creek Drive	BCHA
• Individual Unit Sidewalk	Unit Owner
• Retaining Walls installed by BCHA at Units #603, #604, #611, #801, and #802	BCHA
• Decorative Walls installed by Unit Owner	Unit Owner
• Shrubbery, Trees, and Plantings in Limited Common Areas	Unit Owner
• Shrubbery, Trees, and Plantings in Common Areas	BCHA
• Spring and fall leaf clean-up of the grounds in Common and Limited Common Areas	BCHA
• Snow removal/salting of driveways (except within 2 feet of garage doors) & sidewalks along Wilshire Circle & Castle Creek Drive	BCHA
• Snow removal/salting of individual Unit sidewalk and area within 2 feet of garage door	Unit Owner

Unit Exterior:

- Air Conditioner Unit Unit Owner
- Chimney flu cleaning Unit Owner
- Deck surface and railings Unit Owner
- Doorbell Unit Owner
- Doors – entrance, storm, and garage Unit Owner
- Dryer Vent Unit Owner
- Electric Light Fixtures Unit Owner
- Electric outlets Unit Owner
- Exterminating – spraying for stinging insects BCHA
- Fireplace vents Unit Owner
- Flag bracket Unit Owner
- Patio floor, fence, gate, and pillars Unit Owner
- Roof warranty repairs BCHA
- Gutters/downspouts – annual cleaning/leaf removal BCHA
- Gutters/downspouts – individual Unit cleaning/repairs Unit Owner
- Roof/Gutter defrosting system Unit Owner
- Roof power ventilators Unit Owner
- Skylights Unit Owner
- Soffit and fascia warranty repairs BCHA
- Unit structure master insurance coverage BCHA
- HO-6 Unit Owner insurance policy Unit Owner
- Unit security equipment Unit Owner
- Utility connections and lines from Unit to trunk lines Unit Owner
- Water spigot Unit Owner
- Windows & window cleaning Unit Owner