

## **RULES AND REGULATIONS**

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### **OF**

### **BROOKFIELD ESTATES, A PLANNED COMMUNITY**

Specifically defined herein, the terms used in these Rules and Regulations shall have the same meanings as defined in the Declaration of Planned Community of the property known as BROOKFIELD ESTATES, a planned community created under and subject to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act"). All present and future owners, mortgagees, lessees, and occupants of the Lots or of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

#### **A. DEFINITIONS**

1. "Association" shall mean the planned community which shall be known as **Brookfield Estates Homeowners' Association**.
2. "By-Laws" shall mean the By-Laws of the Association.
3. "Common Elements" shall mean all portions of the Property as defined in the Declaration, but shall exclude Lots.
4. "Declaration" shall mean the DECLARATION OF PLANNED COMMUNITY FOR BROOKFIELD ESTATES, as the same may be amended from time to time.
5. "Executive Board" shall mean the Executive Board of the Association.

#### **B. GENERAL**

1. These Rules and Regulations are adopted pursuant to the Declaration and the By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations at any time from time to time.
3. The Common Elements shall be used only for the purposes set forth in the Declaration and By-Laws.
4. No Lot shall be used for any purpose other than for single family residential use.

5. Lots shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Planned Community.
6. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the Planned Community.
7. No garage or other structure other than the dwelling house for which the plans have been approved shall be used as a residence, temporarily or permanently.
8. Mailboxes shall be in a location approved by the Declarant or the Executive Board and shall be of a design as approved by the U.S. Postal Service.
9. No fence shall be permitted on any Lot unless approved as to height, location, material, and design by the Declarant or Executive Board. All fences must comply with applicable Pine Township ordinances.
10. Lot Owners are responsible for any property damage caused by their families, pets, guests, or decorative items including wreaths or other door decorations.
11. Maintenance of the Common Elements and structural repair of the Limited Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.
12. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed on any Common or Limited Common Elements.
13. Bicycle riding is permitted only upon paved areas.
14. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Executive Board.
15. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot in the area of the property line abutting any street and extending from said property line a distance of 50 feet from the rear of any structure constructed on the property.

16. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lots. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.
17. In the event that any Lot Owner shall refuse to keep his Lot free from weeds, underbrush, or refuse piles, or other unsightly growths or objects, the Executive Board, or its designee, may enter upon such Lot and remove the same at the expense of the Lot Owner, and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after demand is made therefore.

#### **C. SAFETY**

1. Sidewalks shall not be obstructed.
2. No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drainways. Such substances shall include, but not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like, and any and all substances as defined by and as the same as is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.
3. Open burning is not permitted on any Lot, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent discharge of embers or ashes.

#### **D. STRUCTURAL**

1. No Common Elements shall be altered without the prior written consent of the Executive Board.

**E. REGULATION OF TRAFFIC AND PARKING**

1. Only licensed motorized vehicles are allowed in driveways and streets of the Planned Community. On street parking is permitted in public streets in areas designated and approved by the Township.
2. Campers, recreational vehicles and boats may be parked in a driveway for a period not exceeding forty-eight (48) hours in any one (1) calendar month period, for the purposes of cleaning, loading, or unloading.
3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets. No autos shall be stored under protective coverings during the winter months in the driveways or streets.
4. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages.

**F. PETS**

1. All pets must be registered and inoculated as required by law.
2. Each Lot Owner shall indemnify and hold harmless the Association from any claims of property damage and/or personal injury made as a result of the action of their or their guest's pets.
3. Pets must be leashed and accompanied by a responsible adult at all times when occupying any Common Areas or property not owned by the pet owner. Otherwise, a pet may be tied, staked, attached to run, fenced or be allowed outside the Lot provided the owner is available to attend to the pet.
4. Lot Owners must comply with all ordinances of Pine Township governing pets.
5. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages caused by their pets.
6. Lot Owners must promptly remove and properly dispose of their pet's droppings.
7. The Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner.

8. No farm animals and no animals of any type except for household pets such as dogs and cats shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located on Lots for commercial purposes.

**BROOKFIELD ESTATES PLANNED COMMUNITY**  
**SCHEDULE OF VIOLATIONS AND PENALTIES**

<u>CATEGORY/ VIOLATION</u>	<u>1ST NOTICE</u>	<u>2ND NOTICE</u>	<u>3RD NOTICE</u>
<b>Pets (general)</b>	<b>Written request to pet owner for compliance and notice of consequences for subsequent violations</b>	<b>A \$25.00 fine will be imposed for a second violation</b>	<b>A \$100.00 fine will be imposed for each subsequent violation and removal of pet may be required.</b>
<b>Pets (damage to lawn and shrubs)</b>	<b>Written request to pet owner for damage repair within 30 days and notice of consequences for inaction</b>	<b>A \$25.00 fine will be imposed</b>	<b>A \$100.00 fine and costs will be imposed and removal of pet may be required.</b>
<b>Stored/unmoved vehicle</b>	<b>Vehicle ticketed and/or written request for compliance within 72 hours</b>	<b>After 72 hours Municipality Police will be notified to tow, vehicle owner will be billed</b>	
<b>All other violations</b>	<b>Written request to Lot owner for compliance and notice of consequences for subsequent violations</b>	<b>A \$25.00 fine will be imposed for a second violation</b>	<b>A \$100.00 fine will be imposed for each subsequent violation</b>