



# **THE ENCLAVE AT BELLE-AIRE CONDOMINIUM ASSOCIATION**

Rules & Regulations Handbook  
January 2021

[www.enclavebelleaire.com](http://www.enclavebelleaire.com)

## RULES & REGULATIONS INTRODUCTION

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The Association is governed by its Declaration, Bylaws and these Rules and Regulations (collectively, the “Governing Documents”). The provisions of the Association’s Declaration shall prevail in the event of any conflict herein. Our Association’s Declaration contains certain Use & Occupancy Restrictions set forth in Article V. These Use & Occupancy Restrictions are summarized herein. For a full and complete list of the Property’s Use & Occupancy Restrictions, see Article V, of the Declaration. These Use & Occupancy Restrictions may not be altered, amended or otherwise changed without a vote of the Unit Owners in accordance with Article XII of the Association’s Declaration.

### **I. Use & Occupancy Restrictions**

1. No use or practice shall be permitted in any Unit, or on any other place in the Property which is the source of undue annoyance to the other occupants of the Property or interferes with the peaceful possession and proper use of the Property by such other occupants or will materially increase the rate of insurance on the Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses.
2. No part of the Property shall be used for other than housing and the related common purposes for which the property was designed.
3. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property.
4. No advertising or other display signs shall be maintained or permitted on any part of the Property.
5. No inoperable or other vehicle on which current registration plates and inspection stickers are not displayed shall be stored on the Property.
6. No Unit Owner shall park, store or keep on the Property any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, delivery truck and any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board) or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle) anywhere on the Property.
7. No Unit Owner shall conduct major repairs or restorations of any motor vehicle upon any portion of the Property. No Unit Owner shall park any vehicle on the Property in such manner so as to obstruct access to any garage.

8. No Unit Owner shall overload the electric wiring in his Unit, or operate any machines, appliances, accessories or equipment in such manner as to cause an unreasonable disturbance to others.
9. No window air conditioners shall be installed on the Buildings or within the Limited Common Elements.
10. Unit Owners shall abide by additional use restrictions as provided in the By-Laws.
11. No provisions herein are intended to prevent any Unit Owner from maintaining their personal professional library, keeping the Unit Owner's personal business or professional records or accounts, handling the Unit Owner's personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in the Unit Owner's Unit.
12. Each Unit Owner shall be required to maintain the interior as well as the exterior of his Unit in good repair, including the roof.
13. The Unit Owner shall be responsible for the maintenance and replacement of any Limited Common Elements such as wood decks, wood patios, driveways and walkways including snow removal thereon.
14. The grass area within the Common Elements shall be maintained by Association and such maintenance shall be treated as a Common Expense. In the Limited Common Elements, the grass area will be maintained by the Association as a common expense with the exception of any bushes or shrubbery that may be planted by a Unit Owner.
15. No outbuilding, shack, shed, above ground swimming pool, hot tub or other structure of any kind shall be placed by a Unit Owner on any portion of a Unit, Limited Common Element or Common Elements.
16. Any alteration of the exterior of a unit shall be subject to the review of the Architectural control Committee as set forth elsewhere in the Association's Governing Documents. Any storm windows or storm doors shall match the exterior trim on the Unit.
17. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for purposes of access, ingress to, egress from, use, occupancy and enjoyment of the Unit owned by such Unit Owner, and for such other purposes incidental to the use of the units. Such right to use the Common Elements shall extend to each Unit Owner and to his agents, servants, tenants, family members, customers, invitees and licensees.
18. There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act and the

Association's Governing Documents. Without limiting the generality or the foregoing, the sale of a unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner.

19. In order to maintain proper Association records, at least thirty days prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

## **II. Rules & Regulations**

### **A. MAINTENANCE & ARCHITECTURAL REVIEW**

1. Unit Owners must maintain their Unit to ensure structural support, cleanliness, habitability, soundness, and weather-tightness of the adjoining Unit, and to maintain or repair their Unit so as not to materially impair the value of any other Unit. Maintenance shall include, but not be limited to, the exterior of the Unit, including, but not limited to, the roof, stucco, fascia, windows, foundation, and Limited Common Elements such as patios/decks, privacy fences, walkways, driveways, and address plaques.
2. Unit Owners shall be required to complete and submit an Architectural Request Form, prior to conducting any exterior maintenance, repair and/or replacement work or other alteration to the exterior of their Unit.
3. Unit Owners are responsible for snow removal of their entrance way and driveway. Common area sidewalks are excluded.
4. No window air conditioners or window fans are permitted on the Units or within the Limited Common Elements.
5. No flag except the American flag not to exceed 3' by 5', in size on a pole, may be hung from a dwelling unit.

### **B. LEASING OF UNITS**

1. If you lease your Unit, a copy of the lease agreement must be provided to the Association's Property Manager within ten (10) days of the parties' execution of the lease and prior to the tenant's occupancy of the Unit.
2. No transient tenants may be accommodated in any Unit, and no Lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year.

3. Each Lease shall be in writing and shall provide the terms of the Lease shall be subject in all respects to the provision of the Act, the Declaration, the By-Laws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of the Act and/or the Governing Documents shall be an event of default under the Lease.
4. The Association shall be a third-party beneficiary of such covenants in any Lease and shall have the right to enforce them.
5. The Declaration state that no transient tenants may be accommodated in any Unit, and no lease shall be for less than a whole Unit or for an initial term of less than one (1) year.
6. All lease agreements for any Units in the Association shall contain the following provision:

*“Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Condominium, By-Laws, and Rules & Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Governing Documents, or otherwise during the term of the lease. Lessee further agrees that he shall not sublet or assign this lease except with the approval and consent of the Lessor.”*
7. Unit Owners are responsible for providing their tenants with copies of the Association’s Governing Documents prior to the tenant’s occupancy of the Unit.
8. Unit Owners shall be responsible for ensuring that their tenants comply with the terms and conditions of the Governing Documents and shall be held responsible for any violation of the Governing Documents committed by their tenant.

#### C. CAPITAL CONTRIBUTIONS

1. Upon purchasing any Unit in the Association, the Unit Owner shall be obligated to make a one-time Capital Contribution payment to the Association.

#### D. VEHICLES AND PARKING REGULATIONS

1. All parking regulations, speed limits, and other traffic regulations posted by the Association shall be strictly obeyed. The speed limit in the community is 19.5 MPH.
2. No vehicle shall be operated in such a manner as to be deemed a hazard, annoyance and/or nuisance to other residents in the Community.

3. Vehicles may not be mechanically serviced or attended on the property except for changing a flat tire or a battery.
4. Any Unit Owner found parking around an island, in front of a driveway, or blocking the egress of another vehicle will receive a warning upon the first offense. A second offense will result in the towing of the vehicle. All charges associated with the towing will be the responsibility of the vehicle Owner.
5. Vehicles may not park in such a manner as to block access to mailboxes.
6. During a winter weather event, parking around an island or blocking the egress of the snow-plow truck will result in a \$150.00 fine without warning.

#### E. GROUND AND WALKS

1. Each Unit Owner is strongly encouraged to plant and maintain shrubs and flowers in the Limited Common Elements, not to exceed 15' from the front, side, or back of the Unit. Vegetables gardens are strictly prohibited. Unit Owners may not plant their own trees. All trees will be planted and maintained by the Association. A landscape design must be submitted and reviewed and approved by the Board of Directors.
2. Unit Owners are permitted to maintain up to three (3) lawn/house ornaments on their Unit's Deck and three (3) in the foundation beds in the front of their Unit. No ornament shall be in excess of three feet (3ft) in height.
3. Solar lights must be clear in color, may not exceed two feet and must be confined to the **foundation bed only**.
4. Flowerpots or any ornamental object may not be kept around any Association tree.
5. Upon notification of a violation of any provisions in this Section, a Unit Owner shall have ten (10) days to comply before a \$25.00 fine is levied.
6. The land or plantings in the Common Elements and Limited Common Elements beyond 15' may not be filled, planted, cultivated, rolled, cut, trimmed, edged, fertilized, or otherwise treated. However, during periods of drought, residents are encouraged to "adopt a tree(s)" and provide water to nearby trees and surrounding grass.
7. Each resident shall use care to prevent littering.
8. Walkways and curbs shall not be painted, written on, used to mount a sign, removed, marked, or otherwise defaced.

9. Lampposts, fences (except privacy fences with prior approval from the Enclave at Belle-Aire Condominium Association Executive Board), or other improvements or adornments are prohibited on Common Elements and/or Limited Common Elements.
10. Personal articles including, but not limited to toys, games, chairs, ornamental objects, flowerpots, lawn chairs and outdoor tables cannot be left on Common Elements. All such items must be placed on decks or patios. Inflatable structures are not permitted on the Common or Limited Common Elements. Any existing in-ground flagpole shall be grandfathered until such time that the flagpole needs to be replaced. Small garden flags are permissible.
11. No outbuilding, shack, shed, above ground swimming pool, hot tub, or other structure is permitted on decks, patios, or Common or Limited Common areas.
12. Firewood must be stacked and stored in the rear of a Unit in a neat and orderly fashion. The Enclave at Belle-Aire Condominium Association Executive Board has the right to regulate the location of the firewood.
13. Seasonal and/or Holiday decorations need to be removed within thirty (30) days following the corresponding Season and/or Holiday.
14. Bird feeders/houses are permitted in the Limited Common Elements providing they do not interfere with grass cuttings and there is no objection voiced by the immediate neighbors. The feeders and the ground around them must be kept clean and positioned as far away as possible from the neighbors' decks. Normally, bird feeders/houses do not cause problems if properly maintained. In the rare instance a problem should arise, it is suggested it be resolved between the parties involved.
15. Growing of any permanent vines or vegetation on the exterior of a Unit is prohibited. Seasonal vines (May through October) are acceptable.
16. Unit Owners will be responsible for the installation of downspout extensions and/or drains to direct water away from Unit foundations and prevent excessive water accumulation and soil erosion.

#### F. TRASH REMOVAL

1. Each Unit Owner shall maintain waste containers inside their garage sufficient to store all trash accumulated between collections.
2. Waste shall be stored only in watertight, enclosed containers or trash containers provided by a waste company. The containers shall have a capacity not to exceed 96 gallons, shall not exceed 150 lbs. in weight when full, and shall have handles and closely fitted covers which shall be closed at all times except when filling or

emptying the container. The containers must be maintained in good condition and repair to prevent injury to handlers.

3. Trash and recycling containers shall be placed for collection immediately adjacent to the curb. Containers may not be put out for collection before 2:00 P.M. on the day before pickup, and empty receptacles must be returned to the Unit before 8:00 P.M. on the day of collection. Containers must be kept inside between collection days.
4. All refuse must be drained of liquid before being deposited for collection.
5. Contact the trash company to schedule bulk pick-ups. One bulk item per month, per home is removed at no charge.
6. Cartons, boxes, barrels, and crates must be collapsed and securely tied in bundles not to exceed 40 lbs.
7. Recycling items are as follows:
  - Aluminum; bi-metal and tin cans; clear, brown, and green glass; and plastic marked on the bottom with the recycling symbol numbers 1-3.
  - Articles that should be placed in paper bags are newspapers, junk mail, magazines, periodicals, telephone books, office paper, empty cereal and cracker boxes, etc.
  - Do not mix recycling with your regular trash.
  - Packing peanuts can be recycled by taking them to any retail outlet or packing/shipping facility.
8. No refuse shall be carried through, over, or across any Common Elements or Limited Common Elements except in a watertight bag or container adequate to keep the refuse from offending the other residents and from soiling any part of the community.
9. Paint cans filled with wet paint cannot be put out with routine waste. The Upper Dublin Township has drop-off locations and dates that can be viewed on its Website at [www.upperdublin.org](http://www.upperdublin.org).
10. Waste of any kind is not permitted to be released in any culvert or storm drain.
11. Unit Owners that do not abide by the Association Rules & Regulations or the Township's ordinances for trash/recycling will be assessed costs for cleanup, disposal, and/or any damage to the roadways, sidewalks, or other common areas.

#### G. PROHIBITED HAZARDS



1. The use or storage of flammable or combustible materials or any explosives, fireworks, or hazardous articles are strictly prohibited in the Enclave at Belle-Aire Community. Gasoline for use in snow blowers, etc. must be stored in approved containers only. The Upper Dublin Township Ordinance for propane storage prohibits storing of propane tanks in the garage or within five (5) feet of any opening, such as a window or door, of the exterior of the home.

#### H. ASSOCIATION EMPLOYEES OR CONTRACTORS

1. Unit Owners may not attempt to direct, supervise, or in any manner attempt to assert any control over employees or contractors of the Association or the management company.

#### I. COMPLAINT PROCEDURE

1. Any complaint regarding the maintenance and condition of the Units, the Common Elements, the Limited Common Elements, or the actions of the Board, its officers, agents, or independent contractors, or any Unit Owner, member of his family, guests, employees, or contractors, must be submitted in writing to the Enclave at Belle-Aire Condominium Association Executive Board which shall be submitted (except in emergencies) in a reasonable time to the management company to therefore study and act upon the complaint.
2. Problems of a minor nature should be directed to the management company.
3. All complaints must be signed.

#### J. DECKS

1. Unit Owners must submit a completed Architectural Request Form prior to the installation, repair and/or replacement of any Deck in the Community.
2. Decks may not exceed an area of 400 square feet nor extend more than 15 feet from the rear of the home. The decks may be constructed of pressure-treated, cedar wood or no-maintenance decking. Wood decks must be stained or sealed (consistent with these rules) along with the routine maintenance to keep decks in good condition. Stain colors must be in the brown family. **Deck color must be a brown tone; no red, or redwood, gray, ivory, white or cream decks are permitted. Product name and color must accompany request.**

No-maintenance decking specifications are as follows:

##### 2. Railings

- Fairway Railing System (standard railing)

- Colors: Khaki or Brown (no white, tan, almond, gray or any other color except the approved colors may be used).

### 3. Flooring

- Trex Flooring  
Colors: Saddle or Brown tone  
OR
- Timbertech Flooring  
Colors: Cedar or natural OR comparable to the above.

4. Deck Lighting – Strip and step lighting is permitted. Solar post caps are permitted and must be plain in design, black in color, and cannot exceed a height of 6.” Light fixtures or torches above the railings that are free standing or attached to the home are prohibited.

### 5. Grills, Heaters and Miscellaneous

a. Articles which might prove potentially hazardous may not be placed upon windowsills or railings. Securely mounted flower boxes on deck railings are acceptable.

b. Lattice-type enclosures or deck-material enclosures around base of decks are permissible and are to be stained the same color as the deck.

c. Using the area under decks for grilling and/or storage purposes is strictly prohibited.

d. Propane, Charcoal and Electric Grills along with Electric Heaters only are permitted.

e. Wood, Charcoal, Propane, Pellet and any and all other types of fire pits, heaters (other than electric as noted above) and/or chiminea are prohibited. The insurance carrier for the Association prohibits all “fire pits” and “chimineas” of all kinds.

f. Portable Generators operated by gasoline are strictly prohibited. Fixed-whole house generators connected directly to the natural gas line in your home are acceptable within the community upon Architectural approval.

## K. PAVER SPECIFICATIONS FOR WALKWAYS

1. The following is a list of the styles of EP Henry pavers that are acceptable in “Harvest Blend” or “Autumn Blend”:

- Coventry Stone I, II, III, & IV

- Coventry Brick Stone & Coventry Curbstone
  - Old Towne Cobble
  - Brick Stone
  - Symetry
  - Colonial Stone
  - Octa Grande
  - Village Square
  - Bullnose Pavers
2. The following is a list of the styles of EP Henry pavers that are acceptable in “Dakota Blend”:
- Coventry Stone I, II, III, and IV
  - Coventry Brick Stone & Coventry Curbstone
  - Old Towne Cobble
  - Brick Stone

#### L. EXTERIOR SIDING

1. No Unit owner shall make any exterior alternations to their Unit or any Common or Limited Common Area without first submitting and then obtaining prior written approval of a detailed architectural request form from the Association’s Board of Directors.
2. The front façade of all Units shall remain stucco and match the current color and texture of the existing front Unit Facades.
3. Unit owners may submit a detailed architectural request form to seek permission to replace stucco with the approved siding alternative below on the rear of Units and on the rear and sides of end Units. All siding shall be installed horizontally and shall consist of the following without deviation:

Product Name: **Certainteed Cedarboard**

Color: **Sandstone**

Installation: **Horizontal**

<https://www.certainteed.com/siding/products/cedarboards-insulated-siding/>

4. Painting of the stucco AFTER written Architectural approval is permitted using the following (or similar language):

**SHERWIN WILLIAMS “LEXON XP WATERPROOFING MASONRY COATING” IN COLORS:**

-CREAMY #SW7012/261-C3; OR -AGED WHITE #SW9180/261-C4-

-MEDALLIONS TO BE IN WHITE FLOUR

5. The Architectural Committee will review any and all applications and render a recommendation to the Board of Directors. Both the Committee and the Board shall have the right to request additional information and clarification as needed based on review of the applications.

#### M. ROOF/FRONT DOOR OVERHANG SHINGLE TYPE AND COLOR

1. GAF Sovereign Weathered Gray shingle must be used with prior approval from The Enclave Association Executive Board. In addition to GAF shingle, you may also use Certainteed Landmark, Tamko Heritage and GAF Timberline in Weathered Wood, as an alternative roofing material.

#### N. GARAGE DOOR SPECIFICATIONS

- Manufacturer: Wayne Dalton (or similar)
- Model: 9100 (or similar)
- Size: 8' x 7'
- Material: Steel (insulated optional)
- Color: White
- Panels: 4 Panels
- No windows permitted

#### O. LIGHT FIXTURES

1. Front Door Light Fixture
  - brass or black
  - not to exceed 14" x 7"
2. Garage Door Light Fixture
  - brass or black
  - not to exceed 14" x 7"
  - motion sensor is recommended
  - Soffit lighting is permitted at garage
3. Back Door Light Fixture
  - brass or black
  - not to exceed 14" x 7"
4. Floodlights
  - no new floodlights
  - current floodlights are grandfathered; however, the Association recommends installing motion sensors.

#### P. DOORS

1. All exterior doors must be white in color.
2. Storm doors must be full view with a white frame.

3. Replacement doors must be consistent with original specifications.

#### Q. STORM WINDOWS

1. Storm windows must match the exterior trim on the Unit.
2. Replacement windows must be consistent with original specifications.

#### R. SATELLITE DISHES

1. The Federal Communications Commission made a ruling on October 4, 1996. The purpose was to create a “public policy goal of making communications services available to all Americans, while simultaneously fighting to preserve the rights of homeowner associations to control location, mean and method of antenna installations.” The rule was “designed to promote competition among video programming service providers, enhance consumer choice, and assure wide access to communications.”
2. To install a satellite dish at the Enclave at Belle-Aire, Owners must submit an Enclave Condominium Association Architectural Request Form for each installation for approval prior to installation. This form should include the following information:
  - The type and size of dish to be installed.
  - The site of installation.
  - A description of the method and manner of installation, including all exterior cable routing.
  - A statement regarding whether any architectural restrictions would be violated by installation. If so, why the antenna must be sited in this area/manner.
3. Any and all Satellite Dishes to be installed or maintained on a Unit shall be subject to the following restrictions:
  - Satellite Dish must be installed in a reasonably inconspicuous position in the rear of the property after first receiving architectural committee approval.
  - Location and appearance of antenna.
  - Where possible, if reception of an acceptable quality signal can be received, the antenna should be placed where it is not visible from the street.
  - Antennas may not be installed on common areas or limited common areas.
  - For safety reasons antennas must be installed away from overhanging trees and must be properly grounded.
  - Unit Owners wishing to install an antenna must comply with all Upper Dublin Township ordinances.
4. For rejected installation requests the Unit Owner may request a meeting with the Enclave at Belle-Aire Condominium Association Executive Board to discuss alternative installations which would conform to architectural controls.

5. Unit Owners will be responsible for any damages to the common area resulting from antenna installation.
6. The Enclave at Belle-Aire Condominium Association has the right to require Unit Owners to change the location of any installation in the future should advances in technology allow adequate reception in a location more acceptable to the Association. This may be done at any time and at the sole discretion of the Enclave at Belle-Aire Condominium Association Executive Board.

#### S. RETRACTABLE AWNINGS

1. Noted below are the awning specifications with which all requests must comply in order to obtain approval via an Architectural Request Form.

##### Awning Specifications

- All awnings must be retractable
- All awnings must be motor driven with manual override
- Awning Frame – white or beige
- Motor Switch – interior
- Awnings to be installed over existing decks only; specific configurations to be submitted for approval
- Selection of fabric needs to be submitted with Architectural Change Form

#### T. PET COMPLIANCE

1. In no event shall any animal be permitted on any portion of the Common Elements unless carried or on a leash, and in no event shall any animal be permitted to stand unattended in any such area. All pet Owners are responsible for cleaning up after their pet immediately.
2. Any pet causing or creating a nuisance or unreasonable disturbance that the Board of Directors determines, in its sole discretion, may be a threat to the health, safety, welfare and/or quiet enjoyment of other residents, may be permanently removed from the Property upon five (5) days written notice from the Board or sooner if the Board determines there is a risk to the community.
3. Any Unit Owner who does not comply with these Pet Rules and Regulations will be subject to the fine as per the Fine Enforcement policy of the Association.
4. *Please further refer to Township Ordinance below:*

## Upper Dublin Township Pet Ownership

**Q.** What are my responsibilities as a pet Owner?

**A.** Your pet dog, cat or ferret over three months of age must be vaccinated against rabies. Your pet dog must be licensed. Dogs cannot run at large and must be on a leash when off the property of the Owner or keeper. You must clean up after your pet. The Township "Pooper Scooper Law" requires pet Owners to clean up after their pet and dispose of the animal feces in a sanitary manner. Please do not throw the waste down a storm sewer. Pets cannot create a nuisance by making continuous noise or by creating odors. For more detailed information, check out the Township Code, Chapter 64 - Animals.

**Q.** Do I need a license for my pet?

**A.** Only dogs are required to be licensed. The County of the Owner's residence issues dog licenses. These can be obtained from the Montgomery County Treasurer, located across from the Court House in Norristown. Special discounts apply for disabled persons and senior citizens. You must provide proof of status to the Treasurer. For directions or other county information, click on <http://www.montcopa.org>.

### U. FINE STRUCTURE

#### 1. Compliance and Breach.

Each Unit Owner and/or tenant of a Unit Owner shall be governed by and shall comply with the Declaration, Bylaws and the Rules & Regulations and Policies of the Enclave at Belle-Aire Condominium Association (hereinafter referred to as the "Governing Documents"). Upon the violation of any of the Governing Documents of the Association by any Owner (hereinafter a "violation"), the Board shall have the authority to exercise any and all remedies provided for, directly or indirectly, by the Governing Documents or as otherwise may be provided by law.

#### 2. Fines.

In addition to such other rights and remedies available to the Association for a violation of any of the Governing Documents or applicable laws, the Association may levy such fines pursuant to the following guidelines:

**First Violation:** For the first violation by an Owner, the Board or Managing Agent shall mail/email to that Owner a notice of violation advising of the violation and providing that the violation must be corrected within thirty (30) days from the date of mailing of said notice. If, however the Board determines that the violation presents a threat to the health, safety and/or welfare of the community and/or one or more persons, the Association shall have the right to: (i) shorten the thirty (30) day cure period

(provided that the notice of violation sets forth the shorter period); and/or (ii) take immediate action to remedy the violation, the costs of which shall be charged to the violating Owner. The notice is to be forwarded via regular mail to the address of the residential Unit within the Association unless the Owner has provided an alternate address for such notices in writing.

**Second & Continuing Violations:** In the event that an Owner fails within the thirty (30) day (or other) timeframe as set forth in the notice of violation to rectify the violations, or in the event a second or further violation occurs of the same type or nature within a sixty (60) day period of the prior violation, a fine of Twenty-Five Dollars (\$25.00) per day or per occurrence (as the Board deems appropriate based upon the violation) shall be assessed against the Owner until such time as the Owner has provided written notice to the Board that the violation has been rectified and the Board, following an inspection thereof, approves. The Association shall provide written notice in the manner set forth above to the Owner advising them of the fine and its continuing nature. The second notice may be sent simultaneously with the imposition of the fine.

### 3. Appeal Procedure.

If an Owner desires to contest the issuance of a notice of violation or the imposition of a fine, then the Owner shall provide written notice to the Board within twenty (20) days of the mailing by the Association of the first notice of violation and/or first notice of imposition of a related fine. Such written notice should request that the Board reconsider the same and shall provide information supporting the reconsideration for the Board's review and/or request an opportunity to be heard before the Board. Upon receipt of the Owner's written notice, the Board shall review the contents of the notice and shall provide written notice of their decision to the Owner within a reasonable period of time thereafter. The Board's decision shall be final. If the Owner fails to provide said written notice contesting the notice of violation or requesting a hearing within the twenty (20) days of either notice set forth above, then the imposition of any fines shall be final.

### 4. Applicability.

Except as otherwise provided in the Governing Documents, the fine structure established herein shall apply to any and all violations of the Association's Governing Documents.

### 5. Notices.

All notices to the Board under this Section shall be in writing, contain the name and address of the Owner, the street address of the residential Unit within the Association, the name and telephone number of any and all tenants, if any, and shall be addressed as follows:



The Enclave at Belle-Aire Condominium Association  
c/o Realty Management & Maintenance  
456 Germantown Pike, Suite 2  
Lafayette Hill, PA 19444

6. Fines, Costs & Legal Fees.

If any fines are imposed by the Association pursuant to this rule and/or any costs or legal fees are incurred by the Association with respect to the enforcement of the Community Documents and/or the implementation of this policy, then all such fines, costs and legal fees shall become a lien upon the Owner's property as if the same were assessments pursuant to the Declaration. All remedies available to the Association for enforcement of payment of assessments shall also be available to the Association for the collection of fines, correcting the violation and enforcing the Community Documents including, but not limited to, the reasonable costs and attorneys' fees for any action to enforce the same.

END OF RULES.