

**BY-LAWS  
OF  
BEAVER RUN KNOLL COMMUNITY ASSOCIATION  
January 2008**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is **BEAVER RUN KNOLL COMMUNITY ASSOCIATION** hereinafter referred to as the "Association". The principal office of the corporation shall be located at 631 Lancaster Court, Downingtown, Pennsylvania, 19335, but meetings of Members and Directors may be held at such places within the Commonwealth of Pennsylvania, County of Chester, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

**Section 1. "Association"** shall mean and refer to Beaver Run Knoll Homeowners' Association, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to all properties, both common Areas and Lots, as are subject to the Declaration which was filed with the Chester County Register of Deeds in Deed Book 34, page 34, which are more particularly described in that Declaration as such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3. "Common Area"** shall mean and refer to all real property owned by the Association for the common use of the Members.

**Section 4. "Lot"** shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision map of the properties, but shall not include Common Areas as herein defined.

**Section 5. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

**Section 6. "Declarant"** shall mean and refer to Wedgwood Associates, a Pennsylvania Limited Partnership, its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

**Section 7. "Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties described therein and recorded in the office of Recorder of Deeds, Chester County, Pennsylvania.

**Section 8. "Member"** shall mean and refer to all owners as herein defined of any Lot which is subjected, by Declaration, to an assessment by this Association. In addition, however, in the event a Member, as herein defined, should lease his/her unit to another person, then, and only in that event, shall the lessee be entitled to all of the privileges of Membership in this Association except that the owner will still be responsible for the payment of all assessments and will still be entitled to the vote allotted to the particular unit in question as otherwise provided in the Declaration.

**Section 9. Suspension of Membership Privileges.** During any period in which a member is in default in the payment of any annual or special assessment or any other financial obligations levied by the Association, the voting rights, and rights to the use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended for a period not to exceed sixty (60) days after notice and a hearing before a Board of Directors for violation of rules and regulations governing the use of the common area and facilities established by the Board of Directors.

### **ARTICLE III MEETINGS OF MEMBERS**

**Section 1. Scheduled Meetings.** The scheduled meetings of the members shall be:

a) **Annual Meeting** shall be held at the regular January quarterly meeting. At the annual meeting the agenda shall include, but not be limited to:

1. discussion of proposed budget;
2. discussion of the annual assessment and charges;
3. election of Directors as per Article V Section 1 and 2 of these By-Laws.

b) **Quarterly Meetings.** Meetings of the members shall be held quarterly in the months of January, April, July and October at a time and place determined by the Board.

c) **Budget Meeting** which will also be the regular December quarterly meeting. At the budget meeting, the agenda shall include, but not be limited to:

1. adopting the proposed budget which shall have been sent to the unit owners not less than twenty one (21) days prior to the scheduled meeting date;
2. fixing the annual assessment and charges which shall run from January 1 to December 31;
3. general business.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of all the Membership. At any time, upon the written request of any person or persons who have duly called a special meeting as provided herein, it shall be the duty of the Secretary to fix the date of the meeting, to be held not more than thirty (30) days after receipt of request, and to give notice thereof. If the Secretary shall, for any reason, neglect or refuse to fix the date of the meeting and give notice thereof, the person or persons calling the meeting may do so in the same manner as required of the Secretary herein.

Business transacted at all special meetings shall be confined to the subjects stated in the call and matters immediately relating thereto.

Written notice of a special meeting of members stating the time and place and subjects thereof, shall be given to each member entitled to vote at least five (5) days before such meeting, unless a greater period of notice is required by statute in a particular case.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or such person herein authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The business transacted at a special meeting shall be confined to the subject as stated in the notice and matters germane thereto, unless all Members entitled to vote are present and consent otherwise.

**Section 4. Quorum.** The presence at the meeting, in person or by proxy, of fifteen percent (15%) of the members entitled to vote shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If less than a quorum is represented at any meeting, and if notice of such meeting stated that the procedure authorized by this Section might be invoked, by majority vote, call a continued meeting of the members for the purpose. Fifteen (15) days notice of the time, place, and purpose of such continued meeting shall be published in a regular or special newsletter. At such continued meeting, the eligible Members present, in person or by proxy, shall constitute a quorum and by majority vote of those present (unless a different percentage shall be required for any specific action in the Declaration, Articles of Incorporation, or these By-Laws), in person or by proxy, may approve or authorize the proposed action and take any action which might have been taken at the original meeting if a sufficient number of Members had been present, the notice of such meeting shall so state.

**Section 5. Proxies.** Every Member entitled to vote at a meeting, or to express consent or dissent to any action of the Association in writing, without a meeting, may authorize another person or persons to act for him by proxy. *All proxies will be submitted with date, signature and will specify date of validity. Failure to submit/use a proxy with the appropriate date, signature and specific date of validity will result in the proxy being rejected and the vote by said proxy will not be counted.* Every proxy shall be executed in writing by the Member, or by his/her duly authorized attorney-in-fact, and filed with the Secretary of the Association. A proxy shall not be revoked upon the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary. A proxy shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until notice thereof has been given in writing to the Secretary of the Association. Moreover, any proxy given by a Member shall automatically cease and become void upon the conveyance by that Member of his/her lot. A Member shall not sell his/her vote or execute a proxy to any person for any sum of money or anything of value. Elections for Directors need not be by ballot, except upon demand by any Member at the election and before the voting begins. In each election of Directors, cumulative voting shall not be allowed.

**Section 6.** Robert's Rules of Order (newly revised) Parliamentary Procedure shall govern the conduct of the Association meetings when not in conflict with the Declaration or these By-Laws.

#### **ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1.** The affairs of this Association shall be managed by a Board of nine (9) Directors, all of whom must be Members of the Association.

**Section 2. Term of Office.** At the first annual meeting, the Members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years and three Directors for a term of three (3) years; and at each annual meeting thereafter the Members shall elect three Directors for a term of three (3) years. If the number of Directors shall at any time and for any reason be less than nine (9), it shall be lawful for the remaining Directors to continue the business of the Association until substitutes can be elected.

**Section 3. Removal.** Any Director may be removed from the Board, with just cause, by a majority vote of the votes eligible to be cast. In the event of the death, resignation or removal of a Director, his/her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his/her predecessor.

**Section 4. Compensation.** Directors, as such, shall not receive any compensation for their service, but by resolution of the Board, expenses necessarily incurred in the performance of a Director's duties, if any, may be allowed. Nothing herein contained shall be construed to preclude any Director from serving the Association in any other capacity or from receiving compensation thereafter.

**Section 5. Action Taken Without Meeting of the Members.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nomination Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted. [The ballot containing votes in excess of the number of vacancies shall be declared invalid. Write-in votes will not be allowed.]

## **ARTICLE VI MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday. Meetings shall be open to Members of the Association.

**Section 2. Special Meetings.** Special meetings of the Board of Directors may be called by the President of the Association, or by any three directors, upon not less than three (3) days notice to each director by either telephone, mail, or in person.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done, or made, by a majority of the Directors present at a duly held meeting at which a quorum is present, shall be regarded as the act of the Board.

**Section 4. Duration of Meetings.** Meetings shall not continue past 9:30pm on any day a meeting is held or exceed a maximum of 2 1/2 hours in duration unless 50% of the Board should agree in advance. In the event the time period for the meeting has expired, then the President shall adjourn the meeting until an agreeable time in the future or until the next regularly scheduled meeting of the Board.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have the power to:

- a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

- b) supervise proper performance of duties by officers, agents and employees of the Association and to remove such persons for non-performance or neglect of duties, and to require full compliance with contracts;
- c) exercise for the Association all powers, duties and authority vested in, or delegated to, this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- d) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and prescribe their duties;
- f) award contracts to the successful bidder for work on common areas, facilities, and land owned or used by the Association.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one fourth (1/4) of the Class A Members who are entitled to vote;
- b) supervise all officers, agents and employees of this Association, and see that their duties are properly performed;
- c) as is more fully set forth in the Declaration to:
  - (1) fix the amount of annual assessment against each lot in accordance with the proposed annual budget which shall be circulated to the membership at least thirty (30) days prior to each enactment;
  - (2) send written notice of each assessment to owners subject thereto at least thirty (30) days in advance of each annual assessment period.
- d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- f) cause all officers or employees having fiscal responsibilities to this Association to be bonded, as it may deem appropriate;
- g) cause written specifications to be prepared for major work to be done by contractors and to solicit at least three bids where possible prior to the awarding of any contract. Major work shall be defined as any work with an anticipated cost equal to or greater than \$2500.00. Notice for bids should be circulated throughout Beaver Run Knoll by Newsletter. Notice may also be published in at least two (2) newspapers of general circulation in the area. The termination of any contract so awarded shall be published in the following newsletter. Work of an emergency nature shall be exempt from this clause;
- h) keep members informed of actions of the Board by Newsletter, circulated at least once a quarter, and publish a proposed agenda prior to each quarterly meeting in the newsletter;

- i) cause an annual audit of the books of the Association by an independent auditing firm, which report shall be made part of the Association records and reported on at a scheduled meeting of the Association;
- j) cause all meetings to be held in accordance with these By-Laws;
- k) Board approval must be obtained for spending of each item costing more than \$500.00.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President and Vice-President, who shall, at all times, be Members of the Board of Directors, a Secretary and Treasurer, and such other officers as the Board from time to time by resolution may create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with just cause by the Board. Any officer may resign at any time, by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Disclosure.** If, at any time, a conflict or possible conflict of interest of an officer arises, a full disclosure, in writing, must be filed with the Board before any such matter comes to vote.

**Section 9. Duties.** The duties of the Officers are as follows:

### **President**

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes when required.

### **Vice-President**

(b) The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, shall act as the enforcing officer for violations to the By-Laws of Beaver Run Knoll, and shall exercise and discharge such other duties as may be required of him/her by the Board.

### **Secretary**

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

### **Treasurer**

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to its Members.

## **Section 10. Procedures.**

- a) That any Director holding more than one position at a time will have only one vote per motion on the floor.
- b) That the President or Chairperson of any meeting will have a tie-breaker vote only, and may not vote as a representative of any other director unless specific official written proxy is executed.
- c) That a Director must present all motions to the Board in same manner as voted on by a Director's committee. However, same Director does not have to vote in favor of motion brought forth by the committee.
- d) Board members are required to be owners of record and shall be entitled to one vote for each Lot owned.

**Section 11. Attendance.** Defined. Attendance at a meeting shall mean being present and available to participate and vote from such time as when the meeting is called to order until said meeting is adjourned.

- a) If more than three (3) consecutive Board of Directors' meetings are missed, the Director may be requested to resign or be removed for cause. In the event any Director fails to attend six (6) regularly scheduled or noticed meetings within one calendar year (without reasonable excuse for missing said meetings), the Board shall have the power to declare that a vacated position.

## **ARTICLE IX COMMITTEES**

**Section 1. Appointment.** A Committee chairperson shall be appointed for each of the standing committees by the Board at the first scheduled regular Board Meeting following the annual election. At such time, each chairperson will be given a detailed description of his/her duties and the duties of their committee.

**Section 2. Reportability.** All committees shall have Board approval on all recommendations prior to implementation, unless otherwise stipulated by the Board.

**Section 3. Standing Committees.** Standing Committees shall be:

- a) **Nominating Committee**, as provided for in Article V Section 1 hereof.

- b) **Architectural Control Committee**, which shall regulate the exterior design, appearance, and location of the properties, and of improvements thereon, in such a manner as to promote those qualities which enhance the value of the properties and create and preserve an attractive harmonious design within the community, as more fully provided for in these By-Laws.
- c) **Recreation Committee**, which shall oversee the operation of all recreation facilities.
- d) **Landscape Committee**, which shall plan and implement aesthetic practical and functional improvements to common property in Beaver Run Knoll. Review and make recommendations to the Board regarding community projects, improvements, and changes, including, but not limited to, self-help projects, private donation, utility installations and coordination of future common property development in adjacent lots. Coordinate involvement and beautification. Landscape shall be responsible for soliciting bids for the cutting of the grass and for the removal of snow. Bids shall be solicited from at least three sources based on specifications prepared by the Landscape Committee.
- e) **Capital Improvements Committee**, which shall plan and implement improvements to common areas which are not part of the normal operation of the Landscape or Recreation Committees.
- f) **Communications Committee**, which shall prepare and publish an Association newsletter at least quarterly; organize and maintain a pool of volunteers.
- g) **Design Review Committee**, (See Article XI, Section 7).

## **ARTICLE X BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principle office of the Association where copies may be purchased at a reasonable cost.

## **ARTICLE XI REGULATIONS**

The Board of Directors is responsible for the promotion of the health, safety and welfare of the residents (Declaration), to prevent noxious or offensive activity on any Lot, to prevent anything which may be or may become an annoyance or nuisance to the neighborhood (Article VII of Declaration). With this in mind, and in accordance with Article VI of these By-Laws, the following regulations are enacted:

**Section 1. Prohibited Use of Hazardous Objects.** The use of dangerous toys and weapons is prohibited. The use of any toy, wagon, or machine which propels an object is also prohibited in and around the common property of Beaver Run Knoll. Such toys, weapons or machines will include, but not be limited to:

- Pellet Guns
- B B Guns
- Darts (including lawn darts) & dart guns
- Sling shots
- Air guns
- Baseball pitching machines

**Fireworks that go up in the air are prohibited in Beaver Run Knoll. (added January 2008)**



**Section 2. Driving on Common Property.** Except where prior written approval has been granted by the Board, the operation of motorized vehicles of any kind, other than those used to maintain lawns, shall be prohibited on any portion of common or private property of Beaver Run Knoll other than paved roadways or parking lots. Parking or storing of motorized vehicles of any kind, other than those used to maintain lawns, is prohibited on any portion of common or private property other than on paved roadways or parking lots.

**Section 3. Inoperable Vehicles.**

- a) No motor vehicle may be maintained at any time upon the common area of Beaver Run Knoll unless that motor vehicle bears both a current state inspection sticker and a current state registration plate.
- b) No motor vehicle shall be repaired on the common area of Beaver Run Knoll except for minor repairs which are defined as such work as can be completed within forty eight (48) hours of the time when such repairs are commenced. Proper disposal of automotive liquids is the responsibility of each homeowner.
- c) Storage of Pleasure vehicles which include, but are not limited to, motor homes, boats, campers and trailers is prohibited.
- d) Any motor vehicle left in any parking area of Beaver Run Knoll for a period of thirty (30) days shall be considered abandoned.
- e) Any vehicle deemed abandoned shall be so identified by affixing an "ABANDONED VEHICLE" notification sticker on the windshield.
- f) If abandoned vehicle, identified as per Section 3(e) above is not removed from the premises within thirty (30) days of sticker being applied to windshield, or within time stated on said sticker, the vehicle will be towed at owner's expense as per Section 3353 of the State of Pennsylvania Code of Statutes.

**Section 4. Parking.**

- a) Residents shall have two numbered parking spaces per unit in a nearby parking area for their exclusive use and that of their guests and tradesmen. Neither a resident nor his/her guests or tradesmen shall use any numbered space not their own. Unnumbered spaces shall be for the use of residents' second cars, guests, and tradesmen.
- b) Parking of any vehicles in the entrance/driveway to any parking lot in Beaver Run Knoll is prohibited. "No Parking" signs shall further delineate areas where parking is prohibited. Parking is allowed only in marked spaces.
- c) Vehicles in violation of these regulations will be towed from the premises at the owner's expense, as per Section 3353 of the State of Pennsylvania Code of Statutes.
- d) The parking and storing of motorcycles, mopeds and mini bikes, on rear porches or beside outside storage sheds is prohibited.
- e) Parking of any tradesmen or commercial vehicles in visitor parking during the hours 6:00pm to 7:00am is prohibited. Vehicles will be towed at the owner's expense as per Section 3353 of the Commonwealth of Pennsylvania Code of Statutes.

- f) Recreational Vehicles. Recreational vehicles may only be parked in homeowner/tenant assigned spaces and may not be parked for more than four (4) consecutive days. Parking of recreational vehicles in marked visitor spaces is prohibited. The said recreational vehicle must be within the white lines of a parking space and is not to overhang onto the curb area. Any variation to this policy must have prior Board approval and vehicles which restrict mowing may be violated.
- g) Vehicle Storage. Storage is defined as four (4) consecutive days.
- h) Vehicles that are parked in Residents' numbered spaces, or Visitor Parking Spaces, may not block any portion of the sidewalk, nor hinder free flow of traffic past the vehicle.
- i) **Mailboxes – Parking in lined areas in front of mailboxes is prohibited. (added January 2008)**

**Section 5. Trash.** Trash must not be put out for pick-up prior to 6:00pm or dark, whichever is earlier, the night before collection. Two-ply, or heavier, plastic trash bags which are tied securely must be used if a metal or plastic container is not used. Empty trash containers must be removed from the curb on the day of trash collection. Trash cans, either metal or plastic, shall not be stored on front porches, in front yards, or on sides of end units.

- a) Recyclable Containers. Recyclable containers shall not be stored on front porches nor on the side of end units. Containers may not be put out for pick up prior to 6:00pm or dark, whichever is earlier, the night before collection. Empty containers must be removed from the curb on the day of collection.

**Section 6. Pet Control.**

- a) Pet may be walked only on common property, except for center courtyards, away from buildings and recreational facilities whenever possible and **owner shall immediately remove droppings** from street, common property, parking lots and lawns. Said droppings shall be deposited in a closed trash container upon returning home. Sidewalks and steps are off limits for animal waste. Owners shall restrain and prevent their pet from urinating upon vehicles, trash bags and containers, and fences.
- b) Residents shall **immediately remove animal droppings** from their unit's grounds.
- c) Owners shall leave their animals indoors when away from their unit for more than two hours.
- d) No animal shall be leashed to any stationary object on or within reach of common property or adjacent Lots.
- e) Continually barking dogs, whether indoors or outside of a unit, shall be considered a nuisance.
- f) Animals on the grounds of a unit other than their owner's property may be considered a nuisance by the unit owner.
- g) Each Member shall have the right and responsibility to report unleashed animals in Beaver Run Knoll to the Animal Control Officer, Caln Township.
- h) Outdoor housing of pets is not allowed. All pets must be housed within the owner's unit.

**Section 7. Design Review.** The Design Review Committee shall consist of the Architectural Control Chairperson and the Landscape Chairperson to encompass both the structural and landscaping integrity of the community.

- a) The Design Review Committee will consider only **written** requests on the proper forms. Telephone number shall be included for necessary communication.

- b) The Design Review Committee will answer a written request with a written confirmation within thirty (30) days.
- c) If a proposal is rejected, the applicant is free to request that the committee reconsider its position and is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability. Final appeal may be made to the Board of Directors. No request may be implemented until approval is obtained.
- d) The description of the project shall include all information necessary for the committee to take action. Necessary data shall include the height, width, length, size, shape, color and location of the proposed improvement. Photographs or sketches of similar completed projects are an aid to the Committee's consideration and may be required for major alterations. Detailed drawings of proposed improvements shall be submitted with written request. If proposed alteration affects the existing drainage patterns, the proposed drainage pattern must be included.
- e) Approval of any project by either the Board/Committee or the Township does not waive the necessity of obtaining required approval or permits from the other. The Board/Committee will not knowingly approve a project which is in violation of the township building or zoning codes.
- f) The Design Review Committee will be limited to nine (9) voting members.

**Section 7a Building Alterations, Additions, detached Structures, and Landscaping.**

Any exterior alteration, modification or change to an existing building must have the approval of the Board/Committee before any work is undertaken. Examples of such projects include, but are not limited to, decks fences, chimneys, aluminum awnings, patios and patio covers. Any exterior alteration, modification, or change to an existing building shall be compatible with the original design character of the building. Only exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community.

- a) No swing sets, outdoor gyms, permanent in ground sandboxes, or permanent clothes lines are permitted on any lot or on common areas.
- b) Broken or missing shutters, damaged screens, broken windows, doors, or any other exterior portion of the unit shall be replaced or repaired within thirty (30) days. Excessive mold (large green or dark areas or prominent streaks) on siding or stucco must be promptly removed by homeowner.
- c) Minor landscaping or planting in general does not require Board or Committee approval, i.e., flower gardens and shrubs planted within original landscaping beds. Major landscaping which would involve, but not be limited to, re-grading the land and/or reshaping of the lawn to present obstacles to the lawn maintenance crew must be approved by the Board or Committee before any such modifications are undertaken. Resident landscaping of common areas must have Board or Committee approval.
- d) The following guidelines will apply in all cases;
  - 1- Original gardens (those planted by the developer) are to be the standard gardens for each home. Any deviation from this plan must be submitted to the Board for approval.
  - 2- Shrubbery, plants, flowers, etc., in the front gardens shall not block the first floor window ledge.
  - 3- No vegetable plants are permitted in the front gardens.

4- Individual homeowners are responsible for maintaining all gardens on their property, both original and new. If gardens or flower gardens are removed for any reason, the ground must be tilled and seeded to match the surrounding area.

5- End units are permitted to plant flower gardens extending two (2) feet from the outside wall. Plants in this area may be as high as the bottom of the siding.

6- Borders (i.e., rocks, bricks, decorative stone, etc.) are permitted around any gardens provided they do not exceed twelve (12) inches in height.

7- Trees, shrubs, flowers, etc., shall not be planted on common grounds without written permission from the Board. It is the homeowner's responsibility to verify that their plans do not involve the use of common grounds.

8 - The BRKCA will not be responsible for damage to sewer lines or problems due to improper plantings, or poor construction on the part of the homeowner.

e) Exterior lighting shall not be directed in such a manner as to create annoyance to the neighbors. Such lighting shall be limited to the rear area of the dwelling unit except as provided by the builder in the original design of the unit. Holiday decorations which are not a nuisance shall be permitted.

f) No exterior chimney or stovepipe for a wood stove, fireplace, or other heating device shall hereafter be erected, except in compliance with the following regulations:

1- a request to approve such installation shall be submitted to the Board showing the location, height and material of the proposed structure;

2- a copy of the township building permit shall be submitted with the request;

3- exterior construction shall be of brick, finished stucco over block, or metal stovepipe covered by a false brick chimney sleeve;

4- copy of final inspection by building inspector indicating authorization to operate the heating device shall be submitted to the Board.

g) Real Estate signs of any type are allowed only on the homeowner's property. No signs are permitted on common property.

h) Door frames on houses and other detached structures shall be properly maintained/painted.

h.1) Faded Doors and Exposed or Bare Painted Surfaces – All painted surfaces shall be properly maintained with an adequate coat of paint. Examples to include, but not be limited to are doors, door trim, porch posts, exterior handrails.

h.2) On each block of building there are currently two colors in the shutter scheme. A homeowner may submit written request to change the current shutter color to one of the two existing colors within their block. Specifically, if a block has brown and white shutters, a homeowner who currently has brown shutters may submit request to change the shutter color to white. A homeowner who currently has white shutters may submit request to change the shutter color to brown. There can be no other color change to introduce a new color. The shutters must be replaced and not painted to maintain the maintenance free aspect of the community. When shutters are replaced for color change, only existing shutters can be replaced and all existing shutters must be replaced. If there are no shutters currently on the rear of the home, then a homeowner cannot add shutters to the rear of the home. If shutters currently exist on the rear of the home, then those rear shutters must be replaced as well. Shutters which are yellowed or have large areas of discoloration must be cleaned or replaced.

Any homeowner interested in making this change must request the change in writing and the request must be accompanied by a color sample. Change may not take place until homeowner receives written approval from the Design Review Committee or Board of Directors.

h.3) Homeowners whose homes have front porch posts and/or poles are to ensure that these posts/poles match the color of the front door.

**8. Leases.** The Beaver Run Knoll Community Association, in an effort to protect a predominantly residential community whose Unit Owners express a strong desire to maintain the community as residential, hereby declares that leasing for business, speculative or investment purposes is not permitted beyond two (2) Units. Given the uniqueness of the problems of Planned Unit Development living in general, the specific problems endemic to the community, and the necessity to protect the lifestyle of individual residences owned by their occupants rather than leased for other purposes, the Association believes that its objective is a reasonable one, achieved in a not unreasonable and limited manner by means of these restrictions. The attainment of this community goal outweighs the social value of retaining, for the individual Unit Owner, the absolute unqualified right to dispose of his property in any way or for such duration and purpose as he/she alone desires.

In the event that a Member of the Association shall rent his/her lot (Article III Section 1 of the Declaration), the lease shall have the following statement included:

The lessee/tenant shall be required to comply with the rules of the Beaver Run Knoll Community Association as outlined in the Declaration of Covenants and the By-Laws.

a) Approval to rent a property must be made in writing to the BRKCA Board of Directors by the unit owner. If there is no waiting list (over 25% tenant occupied. See Section 8i), the unit owner will be given written consent within 30 days. If the total number of units for rental, or investment purposes, exceeds 25% of the total number of units in the Beaver Run Knoll Community, said request for a rental property will be placed on a waiting list for the next available opening. If a unit owner fails to apply for approval to rent, fine proceedings will commence. Said owner must submit a valid lease executed with a third party within 6 months of placement on the approval list.

Written certification that the above statement has been included in the lease shall be submitted to the Beaver Run Knoll Board of Directors within ten (10) days after said lease takes effect.

b) A Unit Owner may lease his unit only pursuant to a written Lease, a copy of which shall be supplied to the Beaver Run Knoll Community Association (BRKCA) prior to occupancy by the tenant.

c) No Unit shall be rented for transient or hotel purposes or in any event, for an initial period of less than six (6) months and no three bedroom unit may be occupied by more than six (6) persons. (Subject to local ordinances.)

d) No Unit Owner shall lease a unit other than on a written lease specifically stating:

i) that Lessee(s) acknowledges, represents and warrants that they have received, read, and understand the Declaration of Covenants, Easements and Restriction, the By-Laws and all polices, rules and regulations pertaining to the Beaver Run Knoll Community Association.

Lessee(s) also understands the same may be changed from time to time; and

ii) that failure to comply constitutes default under the Lease; and

iii) that the Board of Directors has the power to terminate the Lease or to bring Proceedings to evict the tenant in the name of the Unit Owner thereunder after forty-five (45) days prior written notice to Unit Owner in event of a default by the tenant in the performance of the Lease. Further, the Board of Directors may suggest or require a standard form Lease for use by Unit Owners.

e) The Unit Owner shall be responsible for all attorney fees and costs incurred by the Association as a result of a violation of the tenant, irrespective whether suit is instituted and the Association may levy a special assessment thereof. The Unit Owner shall promptly supply the Association with any further information pertaining to the tenant and /or tenancy that the Association reasonably requires either by way of its Rules and Regulations or otherwise.

f) Any purported Lease of the Unit in violation of this Section shall be viable at the election of the Board of Directors, and if the Board of Directors shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to evict the purported tenant (in the case of an unauthorized leasing), in the name of said Unit Owner as the proposed landlord. Said Unit Owner shall reimburse the Association for all expenses (including reasonable attorney fees and disbursement) incurred in connection with such proceedings and the Association may levy a Special Assessment. All tenants are subject to the BRKCA By-Laws and Unit Owners are responsible for any and all infractions.

g) The ultimate responsibility for assessment and fees is the Unit Owner's. If the Unit Owner does not pay his or her fees or assessments, the BRKCA shall collect the fees and assessments from the tenant, which tenant may then deduct the monies from the following month's rent.

h) The maximum units one person, family, company, or co-company may own for rental, business, speculative or investment purposes is limited to two (2) units.

i) The maximum total number of units for rental, business, speculative or investment purposes shall not exceed 25% of the total number of units in the Beaver Run Knoll Community.

j) The tenants will have full rights to the use of all recreational facilities. If a unit owner wants to have rights to the recreational facilities, a letter must be submitted to the Association revoking their tenant's rights. In either case, the Association dues must be paid up to date.

k) Tenants are guests of the homeowners and are encouraged to attend Board and Committee meetings, though they may not vote.

**Section 9. Noise The use of live bands or DJs with amplified sound for outdoor parties or gatherings is prohibited in Beaver Run Knoll, with the exception of community events held at the pool house. Homeowners who violate the above will receive a fine of not more than \$500.00. (added January 2008)**

## **ARTICLE XII VIOLATIONS**

### **Section 1. Procedures.**

a) **Complaint.** Complaint of a violation may be made by any member to the Board of Directors.

b) **Notification.** The Board will thereafter direct complaint of violation to the appropriate committee which will be responsible for verifying the complaint. Where necessary, a member of the committee will visually inspect to verify the violation. Upon verification of violation, a violation letter shall be issued by the appropriate committee directed to the Member involved within thirty (30) days. If violation is correctable, the letter shall include a date by which the violation must be corrected. Otherwise, the letter shall serve as a warning.

c) **Hearings.** If a resident or homeowner feels he/she is not in violation, a hearing may be requested before the appropriate committee. Request for hearing must be made within ten (10) days of notification of violation. Notification of a hearing date shall be given to the violator within twenty (20) days of request for same. If the Member is unable to attend the hearing, he/she must contact the committee within three (3) days to arrange another time for a hearing. Only one (1) such postponement shall be granted. Documents bearing on the subject matter of the hearing may be presented at the hearing. Witnesses may be called by either side. No decision will be made at time of hearing, but Member will be notified in writing of the decision made within twenty (20) days of the hearing. If the Member does not agree with the decision, an appeal may be made to the Board of Directors in writing within twenty (20) days of notification of the committee decision. Procedures for appeal before the Board will be the same as for the committee hearing. If the outcome of the appeal supports the committee decision, the Member will be given a new date by which to correct the violation. A Member who fails to request a hearing or fails to appeal as set forth herein, will be assumed to admit the violation.

d) **Imposing Fines.** In case of violations which are repeated offenses or failures to correct violation, the Board shall impose a fine. \*Fines shall be collectable in like manner as dues, and payment shall be enforced in the same fashion as the homeowner's assessment." The minimum fine shall be \$25.00. for Design Review violations, the minimum fine shall be \$50.00 for By-Law violations. The fine will be doubled for each month (max. \$200) until the violation is corrected. DRC and common ground fines will be included on your monthly assessment statement and collected as such interest and late fees will apply. Uncorrected violations and repeated offenses may be referred to an attorney for litigation.

Return check charge: A charge/fine of \$25.00 per check will be assessed for all checks returned for Non-Sufficient funds. The charge/fine will be included on your monthly assessment statement and collected as such. Interest and late fees will apply.

\* The removal of these statements from Article XII Section 2 does not eliminate a member's right to a hearing as per Article XII, Section 1c.

e) **Statute of Limitations.**

(1) Design Review Committee Violations. Once a repair has been made within the 30-day requirement, and after reinspection of the property, the violation will be considered null and void.

(2) Poop Scoop. Owners of pets fined per occurrence. Pet owners will receive a warning for first violation.

f) **Homeowner Letters.** The Board will not read at Board meetings, nor publish any correspondence that is not signed by the author, nor publish letters or correspondence submitted by any member who is not in good standing.

### **ARTICLE XIII ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by continuing liens upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear an interest from the date of delinquency at the rate of six (6%) percent per annum as well as a \$15.00 per month late fee. The Association may bring an action of law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney fees of any action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

**ARTICLE XIV  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Beaver Run Knoll Community Association -1984- Corporate Seal-Pennsylvania.

**ARTICLE XV  
AMENDMENTS**

Until such time as settlement is made on the first unit in Beaver Run Knoll, the Declarant shall be authorized to unilaterally amend these By-Laws in order to ensure their agreement with the Declaration, their compliances with any applicable state or Federal Law, or their acceptability to the Federal Housing Administration and the Veterans Administration as appropriate. After the date of settlement of the regular or special meeting of the Members, by a majority vote cast by a quorum of Members present in person or by proxy, the Federal Housing Administration and the Veterans Administration, as appropriate, shall have the right (upon reasonable cause) to veto any amendment proposed while there remains a Class B Membership in the Association and further provided there is an FHA/VA guaranteed mortgage or commitment then outstanding.

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Article shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XVI  
MISCELLANEOUS PROVISIONS**

**Section 1.** The fiscal year of this Association shall begin on the first day of January and end on the thirty first day of December of every year, with the exception that the first fiscal year shall commence on the date of the settlement of the first unit of Beaver Run Knoll.

**Section 2.** Whenever any written notice is required by statute, by the Article of Incorporation or by these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of special meetings of the Members, neither the business to be transacted nor the purpose of the meeting need be specified in the waiver of notice of such meeting. Attendance of any person, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting except where a person attends a meeting for the express purpose of objecting to the transaction of any business at that meeting because the meeting was not lawfully called or convened.

**Section 3.** The Declaration which has subjected all of the real estate described therein to certain covenants, restriction, easements, charges and liens and which was recorded in deed book 34, Page 34, in the Office of the Recorder of Deeds of Chester County, is hereby expressly incorporated as part of these By-Laws. It has elsewhere been provided herein that whenever there is a conflict between the Declaration and these By-Laws, the Declaration shall control. In any case where the Declaration is considered by the Board to be ambiguous or in need of interpretation, however, the Board, by a majority vote, may establish policies or interpretation which shall be placed in the Minutes book of this Association.

**Section 4.** If and when the Board of Directors of this Association shall deem it necessary, they may establish such rules of order and procedure as may be necessary to facilitate the orderly conduct of Directors of Membership meetings. If and when such rules are promulgated by the Board, they shall be reduced to writing and shall become part of the records of this Association open to reasonable inspection by any of this Association's Members. In the absence of such rules, the rules contained in Robert's Rules of Order, Revised, shall govern all meetings of the Members or Directors or Committees thereof where applicable, unless inconsistent with the Articles of Incorporation, these By-Laws or any statute pertaining thereto.



**Section 5.** One or more Directors may participate in a meeting of the Board or a Committee of the Board or Members, by means of conference telephone or similar communications equipment, by which all persons participating in the meeting can hear each other.

**IN WITNESS WHEREOF, we,** being all the Beaver Run Knoll Community Association Board of Directors have hereunto set our hands this \_\_\_\_\_ day, of \_\_\_\_\_, 1989.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **Resolutions of the Board of Directors**

### **November 28, 1989**

DRC & Common ground fines: 1st time (Warning), 2nd time \$50.00 per month doubled each month in violation with a maximum of \$200.00 until corrected.

Parking Fines: \$25.00 per occurrence.

### **February 27, 1990**

Returned Check Charge: Motion was made to charge \$20.00 per check returned for Non-sufficient funds. Motion was approved unanimously.

### **June 26, 1990.**

#### **Resolution of the Board of Directors Establishing Procedures for Resident Complaints, Concerns and Suggestions.**

**IT IS HEREBY RESOLVED by the Beaver Run Knoll Community Association, as follows:**

**Section 1.** THAT all resident complaints, concerns and suggestions be submitted in writing to the BRKA business office via mail or placed in the suggestion slot at the pool house office.

**Section 2.** THAT emergencies, or other business so designated by the BRKA Board of Directors, only, will be acknowledged by phone.

**Section 3.** THAT the resident's letter will be affixed with the official date of receipt stamp by the manager or such appointed designee of the BRKA Board of Directors. The original will be placed in the appropriate address folder on file and a copy will be dispensed to the Secretary and/or appropriate committee Director.

**Section 4.** THAT an acknowledgment letter will be sent to the resident and/or homeowner by the BRKA Board of Director Secretary or Manager if so designated. A copy will be affixed to the original letter.

**Section 5.** THAT the resident's letter will be addressed at the earliest scheduled BRKA Board of Director's Business Meeting according to date received, and appropriate action will be discussed and voted upon by the BRKA Board of Directors. Any follow-up procedure will be determined at that time or earlier, dependent upon urgency there of.

**Section 6.** THAT the BRKA Board of Directors and legal counsel, reserve the right to alter the procedure, without prior notice to the membership, if the situation so warrants.

**IN WITNESS WHEREOF, this Resolution has been duly adopted by the Executive Board on this, the 26th of June, 1990.**

### **July 23, 1991**

**By Resolution of the Beaver Run Knoll Community Association Board of Directors as follows:**

A. Resolved that if a non-pet owner is fined for poop-scoop violation and subsequent to an appeals hearing, that the fined be lowered to \$10.00 per occurrence providing the animal was not an occupant or visitor. This does not exclude any homeowner from the responsibility of cleaning any droppings from their property.

B. Resolved to set a time limit for determining the number of fines issued after a first warning to be; six (6) months for a non-pet owner, and two (2) years for a pet owner. This ruling is limited to

poop-scoop violations only.

**November 26, 1991**

**By Resolution of the Beaver Run Knoll Community Association Board of Directors as follows:**

A. Resolved that Employee Harassment constitutes a BRKCA By-Law violation. A warning letter will be issued for first offense, with fines assessed for subsequent violations.

**By Resolution of the Beaver Run Knoll Community Association Board of Directors as follows:**

A. If more than 3 consecutive Board of Directors meetings are missed, the Director can be requested to resign.

**July 19, 1994**

**By Resolution of the Beaver Run Knoll Community Association Board of Directors as follows:**

A. Resolved that Article XII, Section 2 shall be rewritten to be read as follows:

The **Poop Scoop** fine will not exceed the amount of \$25.00 per incident.

B. Resolved that Article XI, Section 4, Subsection E shall be rewritten to be read as follows:

**Recreational Vehicles-Parking of.** Parking of no more than four (4) consecutive days, two days of which must be a weekend. Only to be parked in the homeowner/tenants "assigned" space. No parking in "Visitor" areas. The said recreational vehicle must be within the white lines of parking space and not to overhang onto the curb area. Any variation to this policy must have prior Board approval. Any variation to this policy must have prior Board approval. Any vehicle which restrict mowing may result in a violation.

C. Resolved that Article XI, Section 3, Subsection C shall be rewritten to be read as follows:

**Storage-** Storage is defined as more than four (4) consecutive days.

D. Resolved that Article XII, New Section 3. shall be incorporated with the following addition:

**Violations: Statute of Limitations**

**Architectural** - Once a repair has been made within the 30 day requirement and after re-inspection of the property, the violation will be considered null and void .

**Landscape-** All violations will be considered null and void every six months from the date of correction.

**Poop Scoop-** One year for pet owner. Six months for non-pet owner.

**March 1, 1995**

**By resolution of the Beaver Run Knoll Community Association Board of Directors, on February 21, 1995, it was unanimously adopted that:**

ALL VIOLATION FINES WILL BE INCLUDED ON YOUR MONTHLY ASSESSMENT STATEMENT AND COLLECTED AS SUCH. INTEREST AND LATE FEES WILL APPLY.

**February 21, 1996**

**By Resolution of the Beaver Run Knoll Community Association Board of Directors, on February 21, 1996 it was unanimously adopted that:**

The Parking of flatbed vehicles in Beaver Run Knoll is prohibited. Violators will be fined.

**November 13, 1996**

**By Resolution of the Beaver Run Knoll Community Association Board of Directors it was unanimously adopted that:**

Our community Attorney is hereby authorized to end the preceptae, to settle and end the lawsuit filed by the

Beaver Run Knoll Community Association against DePaul Realty Corporation.

**June 1, 1999**

**Article III. Meetings of Members. Section 5. Proxies. (Amended as follows)**

Every Member entitled to vote at a meeting, or to express consent or dissent to any action of the Association in writing, without a meeting, may authorize another person or persons to act for him by proxy. *All proxies will be submitted with date, signature and will specify date of validity. Failure to submit/use a proxy with the appropriate date, signature and specific date of validity will result in the proxy being rejected and the vote by said proxy will not be counted.* Every proxy shall be executed in writing by the Member, or by his/her duly authorized attorney-in-fact, and filed with the Secretary of the Association. A proxy shall not be revoked upon the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary. A proxy shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until notice thereof has been given in writing to the Secretary of the Association. Moreover, any proxy given by a Member shall automatically cease and become void upon the conveyance by that Member of his/her lot. A Member shall not sell his/her vote or execute a proxy to any person for any sum of money or anything of value. Elections for Directors need not be by ballot, except upon demand by any Member at the election and before the voting begins. In each election of Directors, cumulative voting shall not be allowed.

**Article VI. Meetings of Directors. Section 4. Duration of Meetings. (Added as follows)**

Meetings shall not continue past 9:30pm on any day a meeting is held or exceed a maximum of 2 1/2 hours in duration unless 50% of the Board should agree in advance. In the event the time period for the meeting has expired, then the President shall adjourn the meeting until an agreeable time in the future or until the next regularly scheduled meeting of the Board.

**Article VII. Powers and Duties of the Board of Directors. Section 2. Duties. (Added as follows)**

L. Board approval must be obtained for spending of each item costing above \$500.00.

**Article VIII. Officers and their Duties. Section 10. Procedures. (Added as follows)**

D. Board members are required to be owners of record and shall be entitled to one vote for each Lot owned.

**Article VIII. Officers and their Duties. Section 11. Attendance. (Added as follows)**

Defined. Attendance at a meeting shall mean being present and available to participate and vote from such time as when the meeting is called to order until said meeting is adjourned.

A. If more than 3 consecutive Board of Directors meetings are missed, the Director may be requested to resign or be removed for cause. In the event any Director fails to attend six (6) regularly scheduled or noticed meetings within one calendar year (without reasonable excuse for missing said meetings), the Board shall have the power to declare that a vacated position.

**Article XI. Regulations. Section 4. Parking. (Added as follows)**

F. Recreational Vehicles. Recreational vehicles may only be parked in homeowner/ tenants assigned spaces and may not be parked for more than 4 consecutive days. Parking of recreational vehicles in marked visitor spaces is prohibited. The said recreational vehicle must be within the white lines of a parking space and is not to overhang onto the curb area. Any variation to this policy must have prior Board approval and vehicles which restrict mowing may be violated.

G. Vehicle Storage. Storage is defined as four (4) consecutive days.

**Article XI. Regulations. Section 5. Trash. (Added as follows)**

A. Recyclable Containers. Recyclable containers shall not be stored on front porches nor on the side of end units. Containers may not be put out for pick up prior to 6:00pm or dark, whichever is earlier, the night before collection. Empty containers must be removed from the curb on the day of collection.

**Article XI. Regulations. Section 7. Design Review. (Added as follows)**

f. The DRC Committee will be limited to nine (9) voting members.

**Article XI. Regulations. Section 7.a. Building Alterations, Additions, Detached Structures and Landscaping. (Added as follows)**

D. The following guidelines will apply in all cases.

8. The BRKCA will not be responsible for damage to sewer lines, or problems due to improper plantings, or poor construction on the part of the homeowner.

H. Door frames on houses and other detached structures shall be properly maintained/ painted.

**Article XI. Section 8. Leases (Amended as follows)**

j. The tenants will have full rights to the use of all recreational facilities. If a unit owner wants to have rights to the recreational facilities, a letter must be submitted to the Association revoking their tenant's rights. In either case, the Association dues must be paid up to date.

**Article XIII. Assessments. Section 1. Procedures. (Amended as follows)**

D) Imposing Fines: In case of violation which are repeated offenses or failures to correct violation, the Board shall impose a fine. \*Fines shall be collectable in like manner as dues and payment shall be enforced in the same fashion as the homeowner's assessment. The minimum fine shall be \$25.00. For Design Review violations, the minimum fine shall be \$50.00. The fine will be increased by \$50.00 each month until the violation is corrected. DRC and common ground fines will be included on your monthly assessment statement and collected as such interest and late fees will apply. Uncorrected violations and repeated offenses may be referred to an attorney for litigation

Return check charge: A charge/fine of \$25.00 per check will be assessed for all checks returned for Non-Sufficient funds. The charge/fine will be included on your monthly assessment statement and collected as such. Interest and late fees will apply.

\* The removal of these statements from Article XIII Section 2 does not eliminate a member's right to a hearing as per Article XIII, Section 1. c.

**ARTICLE XIII. Section 1. Procedures (Added as follows)**

E. Violations: Statute of Limitations.

1. Design Review Committee (DRC) violations. Once repair has been made within the 30 day requirement, and after reinspection of the property, the violation will be considered null and void.

2. Poop Scoop. Owners of pets fined per occurrence. Pet owners will receive a warning for the first violation.

F. Homeowner Letters

The Board will not read at Board meetings, nor publish any correspondence that is not signed by the author, nor publish letters or correspondence submitted by any member who is not in good standing.

**April 17, 2001**

**ARTICLE III. Section 1. Scheduled Meetings – 1 (Revised as follows)**

C.1. adopting the proposed budget which shall have been sent to the unit owners not less than twenty-one (21) days prior to the scheduled meeting date.

**ARTICLE XII. Section 1. Procedures (Revised as follows)**

D. Imposing Fines. ....The fine will be \$50 for each month until the violation is corrected.

**February 18, 2003**

**ARTICLE XI. Section 7a. Design Review**

h) 1. Faded Doors and Exposed or Bare Painted Surfaces – All painted surfaces shall be properly maintained with an adequate coat of paint. Examples to include, but not be limited to are doors, door trim, porch posts, exterior handrails.

h)2. On each block of building there are currently two colors in the shutter scheme. A homeowner may submit written request to change the current shutter color to one of the two existing colors within their block. Specifically, if a block has brown and white shutters, a homeowner who currently has brown shutters may submit request to change the shutter color to white. A homeowner who currently has white shutters may submit request to change the shutter color to brown. There can be no other color change to introduce a new color. The shutters must be replaced and not painted to maintain the maintenance free aspect of the community. When shutters are replaced for color change, only existing shutters can be replaced and all existing shutters must be replaced. If there are no shutters currently on the rear of the home, then a homeowner cannot add shutters to the rear of the home. If shutters currently exist on the rear of the home, then those rear shutters must be replaced as well.

Any homeowner interested in making this change must request the change in writing and the request must be accompanied by a color sample. Change may not take place until homeowner receives written approval from the Design Review Committee or Board of Directors.

h)3. Homeowners whose homes have front porch posts and/or poles are to ensure that these posts/poles match the color of the front door. All homes are to comply with this Resolution by January 2004.

### **January 2005**

#### **ARTICLE XI Section 3. Inoperable Vehicles – Revised to Read**

d) Any motor vehicle left in an unnumbered parking space (Visitor's Parking) of Beaver Run Knoll for a period of Thirty (30) days shall be considered abandoned.

#### **ARTICLE XI Section 4. Parking – Added**

h) Vehicles that are parked in Resident's numbered spaces, or Visitor Parking Spaces, may not block any portion of the sidewalk, nor hinder free flow of traffic past the vehicle.

### **January 2008**

#### **Article XI – Regulations. Section 1. Prohibited Use of Hazardous Objects**

Fireworks that go up in the air are prohibited in Beaver Run Knoll.

#### **Article XI – Regulations. Section 4. Parking**

ii) Mailboxes – Parking in lined areas in front of mailboxes is prohibited.

**Article XI – Regulations. Section 9. Noise** The use of live bands or DJs with amplified sound for outdoor parties or gatherings is prohibited in Beaver Run Knoll, with the exception of community events held at the pool house. Homeowners who violate the above will receive a fine of not more than \$500.00.