

FISCAL RESOLUTION
INITIAL CONTRIBUTION FEE
FOR
SOUTHERN VALLEY COMMONS ASSOCIATION


WHEREAS, the Pennsylvania Uniform Planned Community Act, Section 5302, Paragraph 12, states that "The Association may impose a capital improvement fee on the resale or transfer of units."

WHEREAS, the Board of the Association wishes to establish an Initial Contribution Fee.

THEREFORE, BE IT RESOLVED that the following be the Association's policy on the Initial Contribution Fee.

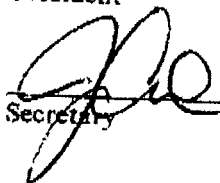
Upon the purchase of each unit from the current unit owner, each new unit owner shall (from the closing on the unit) deposit or cause to be deposited with the management agent of the Board of Directors an amount equal to four times (4x) the monthly assessment for the unit. Such amounts shall be held, together with amounts previously deposited by other unit owners, as an addition to the existing Reserve Account maintained by the management agent. To the extent that said fund may be depleted, or in the judgment of the Board of Directors be determined to be inadequate, the Board of Directors may increase the amount of the deposit required from each new unit owner. Such amounts deposited shall be non-refundable.

This resolution will be effective January 1, 2012



President AARON H. LEITCH

Nov. 8th, 2011
Date



Secretary JOSEPH M. CIRONE

Nov. 10, 2011
Date

SOUTHERN VALLEY COMMONS SERVICES ASSOCIATION
RULES AND REGULATIONS

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SOUTHERN VALLEY COMMONS SERVICES ASSOCIATION

In accordance with the Southern Valley Commons Services Association Declaration, specifically Article XXIII, Section 23.1. which states: The Executive Board may establish reasonable rules and regulations concerning the Planned Community and the performance of its obligations under the Declaration and law. The Executive Board may adopt other Rules and Regulations as are reasonable for the health, safety, welfare and enjoyment of the residents of the Planned Community. The Executive Board shall have authority to impose reasonable monetary fines and other reasonable sanctions for violations of the Rules and Regulations. Fines shall be payable as provided in the Declaration, By-Laws, or the rules and regulations.

Therefore, the Board has adopted the enclosed rules and regulations for the welfare and benefit of all Owners/residents of the Southern Valley Commons Services Association. These rules have mostly been excerpted from the existing Declaration and By-Laws of the Association already in existence.

I. PERMITTED USE OF UNIT

Except as otherwise specifically provided in the Declaration, no unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit.

No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

II. ARCHITECTURAL CONTROL RULES AND REGULATIONS

Any modification or alteration to the exterior of a Unit must be pre-approved by the Board by submitting an "Alteration Request Form" to the Association.

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Association Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography.
2. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.
3. No awning, canopy, shutter, citizens' band or other radio antenna or transmitter, or any other device or ornament, (this includes no hot tubs or spas on the exterior of the unit), shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Executive Board.
4. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof.

III. RUBBISH AND REFUSE DISPOSAL RULES AND REGULATIONS

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IV. PET RULES AND REGULATIONS

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2. All household pets **must** be leashed when outside the Unit. A leash can be no longer than six feet in length. No pet is permitted to run loose.
3. Pets may not be chained, or runs constructed on the outside of the Unit or left outside unattended. Pets must be kept under control by a responsible person at all times the pet is outside the Unit.
4. The right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.
5. Chronically barking dogs must be restrained.
6. The pet owner is responsible to immediately clean up the pets' waste should the pet relieve itself on any of the sodded areas, driveways, roadways, sidewalks and any Common Areas within Southern Valley.

V. VEHICLE/STREET RULES AND REGULATIONS

1. The Township ordinance does not allow on-street parking.
2. No truck, boat, trailer, recreational vehicle, or the like, shall be parked anywhere on the property.
3. Inoperative vehicles are not permitted to be stored or left on the premises. Only licensed vehicles having a current registration, which do not cause a hazard or nuisance by noise, exhaust emissions or are unsightly in appearance, are permitted on the premises. Any vehicle not moved for a period of two (2) weeks is considered a stored vehicle and is prohibited.
4. The Board may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

VI. SIGNS

One sign of not more than ten (10) square feet advertising the Unit for sale or rent may be placed on the Lot.

VII. Holiday Decorations.

All holiday decorations must be removed within thirty (30) days of the particular holiday or celebration.

VIII. MONTHLY MAINTENANCE FEE REGULATIONS

The following shall be the assessment collection rules and regulations of Southern Valley Commons Services Association. These supersede any and all prior rules and regulations regarding this subject matter.

1. Maintenance Assessments shall commence on the first day of the month following conveyance of the Unit from the owner, or from owner to subsequent owner, as the case may be. Assessments shall be collected and paid monthly.
2. All payments of assessments, fees, charges, fines, liens, etc., shall be made payable to Southern Valley Commons Services Association.
3. Assessments received after the tenth (10th) day of the month in which they are due are considered delinquent.
4. Upon becoming delinquent, on the eleventh (11th) day of the month in which the assessment was due and unpaid, a 5% late payment charge will be assessed to the homeowner's account.
5. When an account reaches ninety (90) days delinquent, the Unit Owner will be notified that his/her account must be brought current within ten (10) days or legal action will be initiated. The Association has the authority to assess interest at the rate of 15% per annum on the outstanding balance. All costs associated with the collection action, including reasonable attorney fees, will be a cost to the delinquent owner.
6. The Association has the power and duty to suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any charge levied by the Association.
7. The Association has the power and duty to suspend the rights to the use of the Common Areas, the Recreational Facilities or any other facilities which the Association may provide.

IX. GENERAL ENFORCEMENT RULES AND REGULATIONS

1. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. Mobile moving vans can be placed on the common property for a total of seven (7) days from delivery to removal. The only location that the van can be placed is in the driveway of the owner who is utilizing the van.
3. Enforcement of these Rules and Regulations adopted pursuant hereto shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by the covenants.
4. No bird feeders are permitted as they are known to attract rodents.

X. RENTING AND LEASING

No unit or part thereof, shall be rented or used for transient or hotel purposes, which is defined as:

- (a) rental for any period less than one (1) year;
- (b) rental under which occupants are provided customary hotel services such as room service and similar services;
- (c) rental to roomers or boarders, no lease may be of less than an entire Unit.
- (d) any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the rules and regulations and shall provide that the failure by the tenant to comply with the terms of the Associations documents shall be a default under the lease.

XI. RULES ENFORCEMENT PROCEDURES

It is the intent of the Board to establish a uniform procedure for the Board to follow where they must take action relative to questions of compliance by individuals with the provisions of the property's Covenants and By-Laws (legal documents).

This policy is to be used by the Board in all cases of alleged violations of the Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of a letter or completed Rule Violation Form, from any Unit owner or a report from the management representative. This documentation should state essentially the following:

1. The nature of the violation

2. The date and approximate time of the violation
3. The approximate location of the violation
4. The names and unit address of the offending party
5. The name and unit address of the person reporting the violation
6. A statement verifying that the person reporting the violation actually observed the violation

The management representative will send a letter by regular mail to the offending party and/or unit owner describing the alleged violation, asking (1) that any such violation cease immediately and (2), if appropriate, the common element that was damaged by the violation be restored.

If the violating party does not comply with the warning letter, and continues thereafter to violate the Documents, the Board or its authorized agent shall cause to be sent to the offending party by regular mail a written notice of the violation and pending fine indicating (1) the nature of the violation, (2) a demand that the violation immediately cease and that any damage to the common elements be restored, within a ten (10) day period, (3) statement that the fine in the amount of \$25.00 is imposed on the offending party, (4) a statement that if the offender wishes to appeal the fine, he/she must contact the managing agent in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board.

If any fines imposed under this policy are not paid within sixty (60) days, the matter may be referred to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney's fees, interest and costs incurred shall be assessed and collected against the offending party.

XII. MAINTENANCE AND REPAIR

ASSOCIATION RESPONSIBILITY:

1. The Association is responsible for all lawn care maintenance. No trees shall be removed from any Lot or Common Property without the approval of the Board of Directors.
2. The Association shall maintain and repair the Common Areas.

INDIVIDUAL RESPONSIBILITY:

1. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own Lot and Unit and also for all exterior maintenance required in and about the unit, including snow removal, care of yards (reseeding), gardens and repair and painting of the Unit.

THE DO'S AND DON'TS OF SOUTHERN VALLEY

There are certain rules, regulations and responsibilities we all must live by. Listed below are some do's and don'ts.

Do

1. Read the documents that were provided to you at the time of your purchase. They consist of both the Southern Valley and Homeowners Association rules and regulations. The Southern Valley documents apply only to us and the Homeowners documents apply to the whole community. These documents spell out in detail all of the rules and regulations we must adhere to.
2. Maintain your property.
3. Learn the difference between Common Elements and Limited Common Elements. Common is for everyone's use, Limited is for your exclusive use. Examples, your lamp post is your responsibility to maintain and to make sure it is functional. Your patio or deck can only be used by you and is a Limited Common Element.
4. Remember PETS are a privilege not a right. They must be leashed when outside and YOU must clean up after them.

DON'T

1. Make any changes to the OUTSIDE of your Unit without the written approval of the Board of Directors. You must request this approval in writing. This includes storm/screen doors.
2. Don't make any changes or additions to the LANDSCAPING without written approval.
3. Don't Park your vehicles anywhere but in your garage or driveway. On-street parking is prohibited by Township ordinance.
4. Don't leave your RUBBISH CONTAINER outside in full view. Containers must be stored inside.

If we all follow these simple rules we will be able to maintain an attractive and harmonious Community. If we don't it will result in chaos. Remember "beauty is in the eyes of the beholder".

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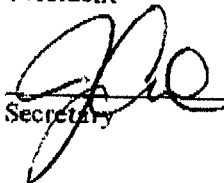
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This resolution will be effective January 1, 2012



President AARON H. LEITCH

Nov. 8th, 2011
Date



Secretary JOSEPH M. CIRONE

Nov. 10, 2011
Date