

FOX RUN HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS

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**FOX RUN HOMEOWNERS ASSOCIATION**  
**RULES AND REGULATIONS**

The following Rules and Regulations shall govern the use and operation of the property known as FOX RUN HOMEOWNERS ASSOCIATION, including, but not limited to, the use of the Common Elements of the Association.

These Rules have been formulated not only for the safety and welfare of the residents, but also to protect the Unit Owner's privacy and property. These rules shall apply to all present and future owners, mortgagees, lessees and occupants of the Units, and their agents, employees and guests, and to any person or persons who use the facilities of the Association, including parking areas, curbing, tennis courts and any area devoted to the common use and enjoyment of the owners.

Any complaints regarding the maintenance and condition of the Common Elements, Units or the actions of the Executive Board, its officers, agents, family members, guests, employees or contractors, shall be made IN WRITING, to the Executive Board or its agent, which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action may be taken by the Unit Owner. Problems for maintenance and condition of the Common Elements should be directed to the Managing Agent.

**A. GENERAL USE RESTRICTIONS**

1. The Common Elements shall be used only for the respective purposes for which intended.
2. Industry, business, trade, occupation, or profession of any kind, commercial, educational or otherwise, designed for profit, shall not be conducted on the Common Elements nor shall any Unit, or part of any Unit, be used or rented for transient, hotel, rooming house, or dormitory purposes.
3. A "For Rent", "for lease", "leased", or "sold" sign may be displayed on the front exterior unit in one window. One "For Sale" sign may be displayed on the front lawn during an open house and only during that specified time.
4. Decks, patios, or any part of the Common Element shall not be used for the storage of motorcycles, mopeds, motorbikes, toys, tires, tools, ladders, decorative objects, or any other items of personal property. However, outdoor tables and chairs and barbecue sets may remain on such decks, subject to such regulations as the Executive Board may issue from time to time.
5. A Unit Owner shall not use or permit to be used or brought into or kept in any Unit or any portion of the Common Elements any flammable or combustible material such as gasoline, kerosene, propane, naphtha, or benzene or any explosives, fireworks or like hazardous articles (including motorcycles or other vehicles with gas tanks), except with regard to fuel stored in motor vehicle fuel tanks located in the parking areas of the Common Elements and propane fuel tanks attached to barbecue sets located in the exterior portion of the Common Elements in accordance with paragraph 4 herein above.

6. In order to maintain a pleasing uniformity in the outside appearance of the buildings, no Unit Owner shall paint, install permanent decorations, or alter any portion of his Unit which is visible from the exterior of the Unit without the prior written consent of the Executive Board and the appropriate committee (Architecture/Landscape).

7. Clothes or other articles shall not be dried, aired, hung from the doors, windows, or on the decks of the Units.

8. Exterior shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or like devices, including without limitation, air conditioning devices, which are visible from outside a Unit, shall not be used in or about any Unit.

9. All drapes, curtains, blinds, shades, screens, decorative panels, and other types of window coverings or door coverings visible from the exterior side shall be backed on the exterior side with a white or off-white, neutral color liner.

10. A radio, satellite dish or television aerial shall not be attached or hung from the exterior of any building without the prior written consent of the Architectural Committee and Board of Directors' approval. Antennas must be interior with no wires or antennas visible from the exterior of the building. This also applies to security or alarm systems and cable TV. (SEE STANDARD)

11. All garbage and other refuse shall be kept out of sight in secure, waterproof containers. Use of DARK garbage bags is preferable for disposal.

12. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Association shall be observed. The responsibility for meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the property shall be the same as the responsibility for maintenance and repair of the property.

13. A Unit Owner shall not attempt to direct, supervise, or in any manner attempt to assert any control over the employees and or subcontractors of the Association or the Executive Board or the Managing Agent (except for a Unit Owner who is also an officer of the Association and who is acting in his official capacity).

14. A Unit Owner shall not make or permit to emanate from his Unit any disturbing noises that will interfere with the rights, comfort, or convenience of other Unit Owners.

15. Any damage to the Property caused by any Unit Owner, his family, visitors, guests, employees, agents or tenants, shall be repaired at the expense of the Unit Owner, including, without limitation, any damage occurring in connection with the moving in or out of a unit.

16. Parents shall be held responsible for the actions of their children and their children's guests and subject to payment of damages and/or fines incurred.

17. These Rules and Regulations may be modified, added to or repealed by the Executive Board of the Association.

## **B. GROUNDS AND WALKS**

1. Walks shall be used for purposes of ingress and egress and shall not be obstructed.
2. Bird feeders and bird nesting boxes must be placed so as not to interfere with lawn mowing and landscaping activity. All feeders and nesting boxes must be regularly cleaned and maintained by the Unit owner.
3. Firewood may be stored on a Unit Owner's deck provided that such wood is neatly stacked at least one foot away from the side of the unit on a rack, designed for that purpose, and not more than one cord of wood is to be stored. Further, firewood should not be stacked or stored on or against any Common Element that could be damaged by its storage, including by way of example and not of limitation, stacking firewood at least one foot away from the side of the unit. Firewood must not be stored at front entrances of the Units.
4. Seasonal decorations may be erected by a Unit Owner on his unit, and on the plantings immediately adjacent to the unit. Inasmuch as the exteriors of the units are designated as Common Elements, however, care shall be taken to erect such decorations in a fashion which will minimize or eliminate the use of nails or other instruments required to be driven into the Common Elements. Holiday decorations may be displayed three (3) weeks prior to and approximately three (3) weeks following said holiday.

### **C. VEHICLES**

1. Ownership of each lot shall entitle the Owner of such Lot to the use of not more than two (2) passenger vehicles spaces, which shall be as near and convenient to such Owner's Lot as reasonably possible, together with the right of ingress and egress in an upon said parking area, such spaces not to be permanently assigned without express approval of the Board of Directors. No vehicle belonging to a Unit Owner or a member of the families, visitors, invites, employees, or tenants of a Unit Owner shall be parked in such manner as to impede or prevent ready access to another parking space or block access by fire and rescue equipment.
2. Boats, trailers, vans without rear seating, trucks, stake body trucks, dump bodies, recreational vehicles or commercial vehicles may not be parked on the property at any time.
3. For purposes of enforcement of Rule paragraph 2 above, a commercial vehicle includes such trucks, trailers, vans, mini-vans, pick-up trucks and recreational vehicles which bear or contain lettering, signs or other forms of advertising of a commercial nature or purpose; or which bear commercial, truck or recreational vehicle license plates; or are used primarily for a purpose other than for the personal passenger transportation use of the Owner or Occupant of a Unit and his or her family. A commercial vehicle shall also include any vehicle which bears or carries tools, pumps, welders, tanks, engines, equipment, supplies, ladders, lifting devices, job boxes, or similar equipment or material utilized in any commercial enterprise, profession, trade or business. Any vehicle which has more than a total of 4 tires is also a commercial vehicle.
4. Pick-up trucks or any type, without regard for whether the truck carries a cap or cover of any kind over the load-bearing bed, may only be parked on the road behind the water tower in designated spaces.
5. Vehicle repairs, tuning and other mechanical servicing, (including oil changes) are not permitted on any section of the Common Elements. (Except for changing a flat tire and emergency repairs needed to permit an inoperative vehicle to be moved).
6. Inoperable or unlicensed vehicles shall not be parked on the property. Nor shall any vehicle with expired tags, registration or state inspection stickers be permitted on the property.
7. Motorcycles must be parked in parking areas only.
8. The Executive Board shall have the right to cause any vehicle not conforming to these regulations to be moved or towed away, as necessary, at the expense of the responsible Unit Owner.

#### **D. PETS**

1. Unit Owners that possess a pet shall be responsible for the behavior of their pet and shall promptly repair any damage done by, and immediately cleanup any mess made by, such pet at the Property or in the Common areas. Dogs and cats must be kept under leash (electronic devises are not to be considered under leash) at all times when taken outside of the Unit and must be "curbed" away from the front and immediate rear of each unit. Walking areas include perimeter of the community, access road, retention basin, Shoen Road and the area near the water tower.

## **E. PLAY/SPORT EQUIPMENT**

1. Children's play equipment must be temporary, freely moveable and storable, maintained in good repair, and not to be left on the Common Areas.

## **F. ARCHITECTURAL GUIDELINES-REVIEW AND APPROVAL**

Except for construction by Declarant, no building, fence, wall or other structure or any other improvement, shall be commenced, erected, or maintained on the Property, nor shall any exterior repair, restoration, additions to or changes or alterations therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost thereof, and a grading and landscaping plan, if appropriate, including topography and contours, shall have been submitted to and approved in writing as to harmony of external color scheme, design and location in relation to surrounding structures and topography by the Board of Directors, and/or by an Architectural Committee appointed by the Board.

Nothing herein shall be construed to require Developer to obtain approvals of the Board or the committee for construction undertaken in pursuance of the development of the Plan.

The Architectural Committee shall monitor the lots, dwelling units and common elements to insure compliance with architectural standards and approved plans for alteration or improvement. All plans must be submitted in duplicate, one copy of which will be retained by Executive Board regardless of the action taken. Approval, if granted, shall be evidenced by the signature of two (2) members of the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove of such plans or specifications within sixty (60) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

1. No Unit Owner will paint or alter any exterior portion of his/her dwelling without the prior written consent of the Board.
2. No above ground swimming pools or hot tubs shall be permitted on the property.
3. Deck areas shall not be screened or enclosed. There will be no alteration in or on any Deck railing or partition without the prior written consent of the Board. Storm doors and awnings shall not be installed without prior written approval of the Board. (**See Awning Regulation**)
4. No unit owner shall install additional exterior lighting without the prior written consent of the Board.
5. No building, fence, wall, improvement or other structure be commenced, erected, maintained or used upon the property, nor shall any exterior addition to or change or alteration thereof 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 as to the harmony of external design and location in relation to the surrounding structures and topography by the Board.
6. Any proposed change by any Unit Owner in the existing color or finish of any exterior surface or any building on the property shall be submitted to and approved by the Board.

7. No lamp posts, fences, storage sheds, dog houses, basketball backboards, or other improvements, structures or adornments shall be erected upon any Lot, common elements or limited common elements. No existing fence or enclosure, walkway or curbs shall be painted, written on, used to mount a sign, removed, marked or otherwise defaced.
8. Unit owners must submit applications to alter or improve the exteriors of their units (including but not limited to lighting, painting, etc.), along with plans to the Architectural Control Committee in writing.
9. The Architectural Control Committee shall review the application and make a recommendation for approval or disapproval of said application to the Board. Recommendation for approval of any application by the Architectural Control Committee shall not be deemed permission to proceed with said alteration or improvement until said application is approved by the Board.
10. The Architectural Control Committee shall monitor the lots, dwelling units, common elements and limited common elements to insure compliance with architectural standards and approved plans for alteration or improvement.
11. The existing slope or configuration of the property shall not be altered, nor shall any structure or retaining wall be erected or other activity taken which retards, changes or otherwise interferes with the natural flow of surface drainage waters or which creates erosion or sliding problems.
12. Any proposed change or additions by a Unit Owner to the existing landscaping and plantings on any Lot must be submitted to and approved by the Board.
13. Unit Owners may add no other plantings, vegetables & fruit bearing trees and plants except flowers, to existing garden areas. Vegetables shall not be grown on any portion of the Lot.
14. The land or plantings in the common areas will not be filled, planted, cultivated, rolled, cut, fertilized or otherwise treated except in accordance with the instructions issued from time to time by the Board.
15. Walks will not be welled, obstructed, or used other than for ingress or egress.

## **G. ASSESSMENT COLLECTION PROCEDURES**

1. Each Lot Owner will, by acceptance of the deed to their Lot, be deemed to have covenanted and agreed to pay all assessments, charges, fees and/or fines which maybe levied under the Governing Documents against the Lot and/or Owner by the Board, together with all penalties, interest, costs of collection and attorneys fees incurred by the Association in collecting delinquent assessments, fines or charges, or in enforcing any of the provisions of the Governing Documents against an Owner and/or resident.
2. No Owner may waive, or otherwise escape liability for assessments, fines, fees or other charges levied against an Owner, resident, or Lot, or any other obligation due under the Governing Documents by waiver, non-use of the Common Areas, or by abandonment of a Lot, or by any other reason or action by, or on behalf of, the Owner.
3. Each Lot Owner shall pay annual assessments levied against their Lot on a monthly basis, on the first day of each month.
4. Special assessments levied by the Board shall be payable in a lump sum, on demand, or such other method or frequency of payment as the Board may deem appropriate.
5. Limited Common Expense Assessments shall be payable in a lump sum, on demand, or such other method or frequency of payment as the Board may deem appropriate.
6. Any Common Expense incurred by the Association for services, maintenance, repair, or replacement of any portion of the Property which benefits fewer than all of the Lots shall be assessed and levied by the Board exclusively against the Lot, or Lots, benefited thereby, pursuant to Declaration Article XI, Section 11.
7. If any Common Expense incurred by the Association is caused by the negligence or misconduct of any Lot Owner or resident, or their family members, guests, agents, servants or employees, then the Board may levy the Common Expense incurred as an assessment exclusively against the Owner's Lot, to be a lien upon the Lot, collectable, if not promptly paid upon the Owner's receipt of written notice of the levying thereof, in the same manner as a delinquent assessment.
8. Any monthly Common Expense Assessment payment not received by the tenth (10th) day of the month, and any other assessment levied against a Lot, together with any other fee, fine, charge and/or cost of collection, including reasonable attorney's fees, assessed or levied by the Board against a Lot which shall not have been paid within ten (10) days after the due date established by the Board, shall be deemed delinquent, and subject to imposition of a late fee.
9. Delinquent assessments, fees, fines, costs, and expenses for maintenance, repairs, or replacements, if any may be incurred by the Association, which are recoverable from an Owner pursuant to the Governing Documents, and all costs and fees, including reasonable attorney's fees, incurred by the Association in the collection thereof, including in investigating and attempting to negotiate and document a settlement or amicable resolution of the matter, as well as those arising from any process, procedure or remedy available to the Association at law, equity or under the provisions of the Governing Documents, and/or in securing or enforcing the Owners' or residents'

compliance with the terms, conditions and provisions of the Governing Documents, shall be a lien upon the Lot in the same manner as an assessment, and shall be enforceable and collectible in the same manner as an assessment.

10. A late fee of ten (\$10.00) dollars per month to cover the increased costs to the Association of maintaining records for the delinquent account and forwarding delinquency notices to the delinquent Owners shall be posted to a Lot Owner's account if, after the tenth (10th) day of each month, the Owner's account reflects a delinquent balance due in excess of ten (\$10.00) dollars.

11. Delinquent assessments, fees, expenses, and/or costs of maintenance, repair or replacement recoverable under the Governing Documents in the same manner as an assessment shall bear interest at the rate of fifteen (15) percent per annum, or such other maximum interest rate as may be established by the Act, on the outstanding balance due until full payment is received by the Association.

12. An Owner's payment may not be deemed to have been received until credited to the Association's account.

13. Upon any Owner's account becoming delinquent, the Association will provide a written First Delinquency Notice of such delinquency to the Owner by first class mail, postage prepaid, addressed to the Owner at the last address for the Owner shown in the Association's records. The notice shall state the amount due, the interest rate charged, a payment due date thirty (30) days after the date of the Notice, the Association's right to accelerate assessments in accordance with the Declaration and prevailing applicable law, advise the Owner that the Owner has ten (10) days from the date of the Notice in which the Owners may request a hearing before the Board to review the delinquency, and advise the Owner that the Association may pursue all available legal remedies if prompt and full payment is not received.

14. Upon the Owner's failure to respond to the First Delinquency Notice, the Association will provide a written Second Delinquency Notice of such delinquency to the Owner by first class mail, with or without U.S. Postal Form 3817, or a similar U.S. Postal Service receipt for mailing, and/or by certified mail, as the Treasurer may deem appropriate, all postage prepaid, addressed to the Owner at the last address for the Owner shown in the Association's records. The notice shall state the amount due, including all delinquent and accelerated assessments, late fees, fees, fines, or charges, accrued interest to date, the interest rate charged, a payment due date ten (10) days from the date of the notice, advise the Owner that the Owner has five (5) days to request a hearing before the Board to review the delinquency, and advise the Owner that the Association may pursue all available legal remedies if prompt and full payment is not received within ten (10) days. The Notice shall also state that if the Association pursues its legal remedies, the Owner may also have to pay the Association's attorney's fees. The notice may also advise the Owner of the Association's intention to file a Claim of Lien in accordance with paragraph 21 below.

15. If any Owner requests a hearing before the Board to review an assessment delinquency, then the Owner will be given Notice to appear before the Board at its next meeting, and the Board may defer further collection activity until its next meeting. Interest, late fees and any continuing assessment delinquency will continue to be posted to the Owner's account.

16. If prompt and full payment is not made by the Owner in accordance with the Notice provided under paragraph 14 above, and no hearing is requested, then the Association may bring an action at law to collect any delinquent assessments, accelerated assessments, fees, fines, charges, expenses, and/or costs of collection, including reasonable attorney's fees.

17. The Association may also enforce or foreclose the lien against the Lot; and in the event of a suit to foreclose the lien against the Lot, the Association may proceed to foreclosure in the same manner as an action of mortgage foreclosure.

18. At any time prior to the recovery of a judgment by the Association for delinquent assessments, accelerated assessments, fees, fines, charges, expenses and/or costs of collection, the Owner and the Association may agree to submit the matter to binding arbitration.

19. If the Association and the Owner agree to arbitrate, then the arbitration hearing shall be promptly scheduled by the Association's Secretary, who shall provide the Owner with written notice of the hearing date, and the parties shall proceed in accordance with such arbitration procedures as maybe adopted by the Association, or in the absence thereof, •with the published procedures of the American Arbitration Association, though the matter shall not be submitted to the American Arbitration Association for purposes of conducting the arbitration.

20. Upon the Owner's failure to make prompt and full payment in response to the Notice transmitted under paragraph 14 above, then the Association may proceed with one or more of the following collection methods, at the same time, or consecutively, as the Board may elect:

a. Upon written notice to the Owner, addressed to the Owner at the last address for the Owner shown in the Association records and/or the Owner's Lot, which notice may be incorporated in the Notice to be transmitted under paragraph 14, declare the entire balance of any Annual, Special or other Assessment payable in installments accelerated and immediately due and payable in full; and/or

b. Upon written notice to the Owner, addressed to the Owner at the last address for the Owner shown in the Association records and/or the Owner's Lot, which notice may be incorporated in the Notice to be transmitted under paragraph 14 hereof, suspend the right of such Owner to cast a vote in Association elections and matters, to hold or continue to hold appointive or elective office on the Board and/or Association Committees, and/or to use the Association's recreational and other facilities, if any, until the delinquent assessments, fees, fines, charges, interest and/or costs of collection, including reasonable attorney's fees are paid in full; and/or

c. Provide written notice to the Owner's mortgagee of the nature and amount of any delinquent assessments and/or charges or expenses collectable in the same manner as assessments together with all accrued fees, fines, charges and/or costs; and/or

d. Commence and maintain a lawsuit against the Owner for such delinquent assessments, and/or charges or expenses, which said suit shall not be deemed to waive the Association's power to record or file a Claim of Lien; and

e. The foregoing is not, nor shall it be deemed to be an exclusive list of collection procedures which may be followed by the Association; to the contrary, the Association may pursue any remedies now or hereafter made available to it under the Act or then prevailing law, and/or pursuant to the adoption of such further Rules and Regulations regarding assessment collections, if any, which the Board may adopt, except that at any time prior to the recovery of a judgment by the Association, the parties to a delinquency dispute may agree to submit the matter to binding arbitration in the manner described in paragraph 18 hereof.

21. The Association possesses the power to record or file a Claim of Lien with the Prothonotary and/or Recorder of Deeds of Chester County, as the Board may elect, against a delinquent Owner's Lot to secure payment to the Association of any and all delinquent assessments, fees, fines, charges, and costs of collection, due or recoverable from a Lot Owner under the Declaration, including interest and all costs incurred by the Association in connection with the recording or filing thereof, and including filing fees and reasonable attorneys fees.

22. Prior to recording or filing a Claim of Lien on any delinquency in the payment of any assessment, fee, fine, cost, or charge due under the Governing Documents, the Association, or an authorized representative thereof, shall transmit a demand notice for payment to the delinquent Owner by first class mail, postage prepaid, at the last address for the Owner shown in the Association's records. Said demand notice shall identify the nature, due date and amount of the delinquency, and maybe incorporated into the notice to be transmitted under paragraph 14 hereinabove.

23. Each delinquency may constitute a separate basis for transmitting a demand notice, and/or recording or filing of a separate Claim of Lien, but any number of defaults may be included within a single demand notice or Claim of Lien, and any Claim of Lien recorded on account of prior delinquencies shall be deemed to include subsequent continuing delinquencies and amounts due on account thereof.

24. Accelerated Common Expense or special assessments for the balance of the fiscal year may be included in a Claim of Lien. The Association possesses the power to record or file a Claim of Lien with the Prothonotary and/or Recorder of Deeds of Chester County, as the Board may elect, against a delinquent Owner's Lot to secure payment to the Association of any and all delinquent assessments, fees, fines, charges, and costs of collection, due or recoverable from a Lot Owner under the Declaration, including interest and all costs incurred by the Association in connection with the recording or filing thereof, and including filing fees and reasonable attorneys fees.

25. If any delinquency is not paid within ten (10) days after transmission of the demand notice to be forwarded under paragraph 14, then in addition to all other remedies available to the Association, the Association may thereafter elect to file a Claim of Lien on behalf of the Association against the Lot of the delinquent Owner in the Office of the Prothonotary and/or Recorder of Deeds of Chester County. The filing of a Claim of Lien shall only be deemed to be notice to all interested persons of the amount of the lien which the Association holds against the Unit under the provisions of the Declaration and prevailing law.

26. All of the remedies held by the Association shall be cumulative, and nothing set forth hereinabove shall prevent the Association from proceeding with one or more of its remedies consecutively or concurrently, as the Board may elect.

## **H. FINING AND DUE PROCESS PROCEDURES**

1. The Association has a substantial interest in preserving the health, safety, welfare, and security of the Owners and the value and appearance of the Property, as well as in deterring violations of the Governing Documents and obtaining the Owners' and residents' compliance therewith. The Association has determined that the establishment of a Fining and Due Process Procedure for the determination and remediation of violations of the Governing Documents, and to prevent and remedy breaches and violations of the Governing Documents, will help to deter violations and secure voluntary compliance, while preserving the health, safety, welfare, and security of the Owners, and maintaining the appearance and value of the Property.
2. For purposes of imposition of fines, sanctions, and demands for abatement, cure or remediation of violations of the Rules and/or Governing Documents, the Owner of a Lot shall be deemed the person responsible for the violation, and the Owner shall be obligated to pay any fines levied, reimburse any costs, fees, or expenses incurred by the Association, and to carry out the abatement, cure, or remediation ordered by the Association and/or Court, without regard for the identity of the resident, guest, invitee, licensee, agent, servant, employee, or independent contractor of the Owner who committed, permitted, condoned or failed to prevent any breach or violation of the Governing Documents.
3. Any Owner, resident, Board Member, Committee Member, or the Community Manager, if any may be appointed, may submit a written complaint to the Board, in accordance with such Rules and Regulations, if any, as the Board may adopt with respect to submission of a complaint, and the complaint shall describe or allege the essential facts of an Owner's or resident's violation of the Governing Documents.
4. Complaints must be signed by the person making the Complaint, specify to the best knowledge of the person making the Complaint the provisions of the Governing Documents allegedly violated, and set forth in detail the essential facts which are asserted to constitute the breach or violation.
5. The Board shall review all written Complaints submitted at the next meeting of the Board, except that in the event of a Complaint with respect to any violation which represents an immediate threat to the health, safety, welfare, and security of the Owners, or the value of the Property, the Board may meet to review the Complaint at the Board's earliest convenience.
6. The Board may not take action to determine the existence of any violation, or impose any fine or sanction, except upon the receipt of a signed, written complaint.
7. The Board may request that the Complaint be reviewed by legal counsel; but the Board shall make the final determination as to whether the acts complained of represent a violation of the Governing Documents.
8. Incident to making such a determination, the Board may contact the Owner and secure information or a preliminary response to the Complaint. The Board may also attempt to resolve the matter informally as between the person making the Complaint and the Owner who has allegedly committed the violation.

9. Any final, formal determination that a violation has been committed must be made by a majority vote of the Board; otherwise the Complaint shall be dismissed.

10. In the event that the Board makes a final determination that there has been, or is, a violation of the Governing Documents, then the Board may levy a fine against the Owner in an amount consistent with the nature and severity of the violation, but not in excess of \$100.00 per day.

11. In addition, the Board may impose such other sanctions as the Board deems necessary and appropriate, including the issuance of a cease and desist letter, and if necessary, a demand specifying action or work to be done on or about a Lot, the Limited Common Elements appurtenant to the Lot, and/or the Common Elements, as may be appropriate, to abate, cure or remedy the violation.

12. A daily fine may be levied for fines of a continuing nature.

13. The Board shall issue a Notice of Violation letter to the Owner. A copy of any Notice of Violation issued by the Board shall also be transmitted to the Complaining Owner, provided however that if the matter is resolved formally, or if no violation is found to have occurred, then the Board shall advise the complaining Owner in writing of the resulting disposition of the matter by the Board.

14. Any Notice of Violation issued by the Board shall specifically identify the relevant provisions of the Governing Documents which have been found to have been violated, contain a statement of the essential facts giving rise to the violation, and as to any violation which is of a continuing nature, contain a directive to the Owner to cease and desist from committing the violation.

15. The Notice of Violation may also set forth specific action to be taken or work to be done by the Owner in order to abate, cure, or remedy a violation to return the Property to the condition and state in which it existed prior to the violation.

16. The Notice of Violation shall contain a statement that unpaid fines and uncured violations and/or remedial action will be disclosed in any certificate issued in accordance with Section 3407 of the Act.

17. Any fine levied by the Board shall begin to run from a date certain, which date shall be specifically stated in the Notice of Violation, but which date shall be a date to be established in the discretion of the Board not more than seven (7) days after the date of the issuance by the Board of the Notice of Violation (the "Fine Commencement Date"), provided, however, that in the event of a violation which represents a substantial threat to the health, safety, welfare and security of the Owners, or to the value of the Property the Board may levy a fine which goes into effect immediately upon the issuance of the Notice of Violation.

18. The payment of any fine levied by the Board shall be suspended during the pendency of an appeal proceeding before the Board, but the fine shall be deemed to be due from the Fine Commencement Date in the event the appeal procedure is resolved by the Board against the Owner.

19. Any fine imposed in accordance with this Rule shall, until fully paid, constitute a lien against the Lot, and a personal obligation of the Owner, and shall be collectible in same manner as a Common Expense Assessment.

20. In addition to the powers to resolve a matter informally, to levy a fine, issue a cease and desist letter, and/or Notice of Violation, the Board shall have the power, but not the obligation, upon Notice to the Owner, to suspend an Owners' right to vote and to serve upon the Board and/or any Committee until the fine is paid or violation cured; the Board may also bring an action, at law or in equity, or in both, against the Owner to enforce compliance with the Governing Documents, and to secure the Owners' compliance with the Governing Documents.

21. The Board shall also have the power to pursue all remedies available to it under this Rule consecutively, or concurrently, as the Board may elect.

22. All costs, charges, expenses and fees, including reasonable attorney's fees, incurred by the Association incident to enforcing the Governing Documents in the manner aforesaid, including, but not limited to, those costs incurred, if any, to secure professional advice and guidance regarding the nature and extent of damages to the Property, and the work or action needed to remedy the violation and/or damages, as well as the costs of labor, materials, and any necessary oversight or guidance incident to work or action being taken by the Association to temporarily abate, cure or remedy a violation, as well as any charges, fees, costs, or expenses incurred by the Association in investigating the matter, or in attempting to negotiate and document an amicable resolution or settlement, or arise from any process, procedure or remedy available to the Association at law, equity or under the provisions of the Governing Documents, and fines levied by the Association, shall be reimbursed to the Association by the Owner, and until paid, shall be a lien upon the Owners' Lot, and shall be the obligation of the Lot Owner, collectible in the same manner as an Assessment.

23. Any Owner against whom the Board has levied a fine, issued a cease and desist letter, and/or a Notice of Violation, shall have the right to file an appeal from such fine, letter or Notice to the Board by filing a written Notice of Appeal with the Board within seven (7) days from the date the Notice of Violation was issued. The Notice of Appeal shall be filed with the Secretary and/or the Board President.

24. The Notice of Appeal must state the essential facts and/or provisions of the Governing Documents allegedly giving rise to the basis of the appeal, and shall contain a copy of the Notice of Violation issued by the Board. The Notice of Appeal shall also state the name of the attorney, if any, who will represent the Owner at the hearing, and the name of each witness the Owner intends to call at the hearing, together with a statement of the topics the witness is intended to testify about.

25. An appeal hearing shall be scheduled by the Secretary to be held within thirty (30) days after the Board's receipt of the Notice of Appeal unless extended by direction of the Board upon Notice to all parties, or upon the request of the Owner filing the appeal.

26. The Appeal hearing shall be held in a location sufficiently large to accommodate all parties, their counsel and witnesses, as applicable, and may be heard by the Board, or by a Board Member appointed by the Board, to act as a Hearing Officer for the Board.

27. The Owner, as well as the person who made the Complaint shall have the right, but not the obligation, to attend such hearing, and to produce any relevant statement, evidence and/or witnesses for the Owner and/or person who made the Complaint.

28. Each party to such hearing, including the Board, may be represented by legal counsel.

29. If conducted by a Hearing Officer, then upon the conclusion of the appeal hearing, the hearing officer shall promptly prepare and submit a written report, together with all evidence presented at the appeal hearing, to the Board for the Board's review, and determination of the appeal, a copy of the Hearing Officer's report shall also be provided to the Owner who brought the appeal.

30. During the course of any appeal hearing, strict rules of evidence shall not apply, but the Board, or Hearing Officer, may refuse to hear or admit testimony or evidence which is not relevant, represents hearsay, or is merely cumulative.

31. No transcript of the hearing shall be taken, unless taken with the Board or Hearing Officer's prior written consent, and any transcript taken shall be taken by a licensed court reporter at the sole expense of the party requesting the transcript; the party taking the transcript shall promptly provide all parties to the appeal with a copy of any transcript taken.

32. All parties, including the Owner, the Board, and/or Hearing Officer, and/or their respective legal counsels, shall have the opportunity to cross-examine all witnesses, and to examine all evidence presented during the course of the appeal hearing.

33. After consideration of the evidence submitted, and/or the Hearing Officer's report, as applicable, the Board shall issue its decision in writing to the Owner and the person who made the Complaint. The Board's decision shall be issued within thirty (30) days after the conclusion of the appeal hearing. Decisions of the Board shall be by majority vote, and shall be final and binding upon all Parties.

34. Any Owner may apply to the Board for an Advisory Opinion regarding the interpretation or application of the Governing Documents. The Board may, but has no obligation to, respond to any request for the issuance of an Advisory Opinion.

35. If issued, any Advisory Opinion issued shall be binding only as between the Association and the Owner to whom it is issued, unless otherwise stated by the Board within the Advisory Opinion.

36. Advisory Opinions may be prepared by the Board, or the Association's legal counsel if so authorized by the Board, but any Opinion drafted by legal counsel must be approved by a majority vote of the Board before being issued.

37. In the event of a dispute between the Association and any Owner, and subject to prior written consent of all parties, and at any time prior to the recovery of a judgment, the dispute may be submitted to binding arbitration. Each party shall choose one (1) member of the panel, and those two (2) panel members shall choose the chairperson of the panel. The arbitrations shall be conducted in accordance with such procedures or Rules and Regulations as may be adopted by the Board.

## **I. LEASE AND TENANT APPROVAL RULES AND PROCEDURES**

1. Every Owner who wishes to lease a Lot shall use a written Lease, signed by the Owner and the Tenant or Tenants who will occupy the Lot, with a signed Addendum to Lease, the Addendum to Lease shall be in the form attached hereto as Exhibit "A."
2. Every Owner shall submit to the Board Secretary, or in the absence of the Secretary the Secretary (i) the signed written Lease with approved Addendum to Lease, and (ii) a completed Annual Census Form, and (iii) a fee in an amount to be set by the Board from time-to-time to cover the costs of maintaining records regarding the tenancy.
3. The Board or a duly authorized agent of the Board shall review both the Lease submitted by an Owner and the attached forms, and shall approve or deny the Lease within five (5) business days after receipt by the Owners' Association of the complete Lease, including the Lease Addendum and Annual Census Form, both signed by the prospective Lessee, and the fee. The five (5) day lease review period shall not start until the Owner provides the Association with a fully executed copy of the entire Lease, the Lease Addendum, the Annual Census Form and the fee.
4. If the Lease and the accompanying forms are complete and signed, do not contain any term which contradicts this Rule, and the fee is paid, then they shall be approved by the Board or its authorized agent, and such approval shall be indicated on the Lease, Addendum and Annual Census Forms by the signature of an officer of the Association or the authorized agent of the Board; the original Addendum shall be retained and held in the Association's records, and a copy shall be returned to the Owner.
5. In the event the Lease and accompanying forms required under this Rule do not meet with the approval of the Board because they are unsigned, incomplete or contradict the terms of this Rule, or the fee is not paid, then written notice of the denial shall be sent to the Owner; save that a denial shall not bar a resubmission of the proposed Lease when it is completed as required and accompanied by the signed Addendum and Annual Census Form required by this Rule.
6. The failure of any Owner or their Lessee to follow these rules regarding Lot leasing shall be considered a violation by such Owner of the terms and conditions of the Governing Documents and shall entitle the Board to take whatever actions are provided in the Governing Documents in the event of a violation thereof, including, but not limited to, levying fines against the Owner.
7. Those powers given to the Board concerning leasing procedures, including, but not limited to, the review and approval of Leases, may be delegated by the Board to a duly appointed Officer or agent, who shall exercise such delegated powers in strict accordance with the provisions of these procedures and the directions of the Board.
8. A Lease may be denied if the leasing of the subject Lot would result in the total number of Lots being leased to exceed the maximum number of Lots permitted under FHA and/or FNMA lending certification guidelines.  
In addition to the procedures outlined above, the following substantive rules are to be followed with respect to any Lot leased at Fox Run at Oak Grove:

1. Leases for Lots shall not be for a term of less than one (1) year.
2. No subleases shall be permitted.
3. The maximum number of residents/Lessees who shall be entitled to lease any Lot or occupy any leased Lot shall not be greater than two (2) unrelated persons, or the maximum permitted by any applicable ordinance or regulation.
4. Notwithstanding the foregoing, in all events, all residents of a Lot shall comply with all applicable laws, ordinances and codes, as well as the Governing Documents and Rules and Regulations of the Association.
5. Each Lot Owner who leases their Lot shall be required to provide the resident of their Lot with a complete set of the current Governing Documents and Rules and Regulations of the Association at the same time as the resident signs the Lease, Lease Addendum and Annual Census Form.
6. Each Lease and/or the Lease Addendum must contain an affirmative statement by the proposed resident that they agree to be bound by the Governing Documents and Rules and Regulations throughout the term of their occupancy of the Lot, and that they have received complete copies of the Declaration, By-Laws and Rules and Regulations.
7. No lease shall contain any term, condition or provision which will operate or be applied in a manner which will contradict any or all of the Governing Documents or the Rules and Regulations, and such contradictory terms as may be incorporated in a Lease if any, shall be void as between the Association and the Owner and resident, without regard for the approval of the Lease by an agent or Officer of the Association.

## J. EXHIBIT "A"

### FOX RUN AT OAK GROVE OWNERS' ASSOCIATION APPROVED LEASE ADDENDUM

Addendum to Lease dated \_\_\_\_\_, between \_\_\_\_\_,  
"Tenant(s)" and \_\_\_\_\_, "Landlord" for Lot \_\_\_\_\_ at Fox Run at Oak  
Grove Owners' Association.

1. Association Documents. Tenant hereby agrees to be bound by all of the terms and conditions contained in the Declaration of Fox Run at Oak Grove Owners' Association, the By-Laws of Fox Run at Oak Grove Owners' Association, and the Rules and Regulations of Fox Run at Oak Grove Owners' Association (the "Governing Documents") all of which are acknowledged by the Tenant and the Landlord to apply to the demised premises(the Lot) for the term of the lease, and Tenants agree to assume all duties and responsibilities and be jointly and severally liable with the Landlord for all liabilities and responsibilities and for the performance of all obligations applicable to Lot Owners under the Governing Documents, the Rules and applicable laws and ordinances, or otherwise whatsoever during the term of this Lease. The failure of Tenant to abide by the terms and conditions of the Governing Documents shall be a default under this Lease. However, Landlord, in all events, shall retain the right to exercise any voting rights associated with the Lot.

TENANT HEREBY ACKNOWLEDGES RECEIPT OF THE SAID GOVERNING DOCUMENTS. A TRUE AND CORRECT COPY OF THE GOVERNING DOCUMENTS IS ALSO AVAILABLE FOR INSPECTION AND PURCHASE FROM THE ASSOCIATION.

2. Delegation of Power to the Board of the Association. The Landlord hereby delegates to the Board of the Association ("Board") the non-exclusive power under this Lease and under law with respect to the remedies for breach of this Lease to exercise any of such remedies upon the default by Tenant or Landlord in the payment of any charges or assessments levied by the Association against the Lot pursuant to the Governing Documents or upon the failure of the Tenant or Landlord to abide by all of the terms and conditions of the Governing Documents. The pursuit of any of such remedies by the Landlord against the Tenant shall not preclude the Board from pursuing any such remedies against the Tenant.

3. Owners' Association Charges and Assessments.

(a) In the event Landlord shall fail to pay any fee, fine, charge or Assessment, including costs of collection and attorney's fees levied by the Board against Landlord or the Lot, pursuant to the Governing Documents, and such failure to pay continues for sixty (60) days, the Board may notify Tenant in writing of the amount(s) due and within fifteen (15) days after the date of such notice, Tenant shall pay to the Association the amount(s) of such unpaid charges or assessments, subject however to subparagraph (b) below. The amounts of such unpaid charges or Assessments paid to the Association by Tenant after the nonpayment by Landlord shall be credited against and shall offset the next monthly rental installment or installments due to Landlord following the payment by the Tenant of such charges or Assessments to the Association.

(b) In no event shall Tenant be responsible to pay the Association for any amount of unpaid charges or Assessments during any one month an amount in excess of one monthly installment of rent; but Tenant shall continue to pay the Association an amount from month-to-month not in excess of the next due to the landlord for that month until the entire amount due from the Landlord is recorded.

4. Assignment and Subletting Prohibited. Tenant agrees not to assign this Lease or sublet the Lot; and it is hereby agreed and provided that any lawful levy, sale or execution, or other legal process, and any assignment or transfer in bankruptcy by, against or on behalf of a Tenant shall be deemed and taken to be a prohibited assignment within the meaning of this Lease.

5. Lease Subject to Approval. This Lease between Landlord and Tenant, and any renewal hereof wherein any term or condition of the lease is modified or changed, shall be subject to the prior written approval of the Board which approval shall not be unreasonably withheld. The Board shall either grant or deny its approval within five (5) business days after submission to the Board of this Lease and Addendum fully completed and signed by the Owner and Tenant. Such approval shall be indicated on this Lease by the signature of at least one officer of the Owners' Association or a duly authorized agent of the Board. Without such prior approval, this Lease or any renewal of the term hereof shall be null and void as between Lessor and Lessee.

6. Amendments. Modifications and Control. This Lease and Lease Addendum may only be changed, extended, modified, amended, or reformed by an instrument in writing duly executed by Landlord and Tenant and approved by a duly authorized officer of the Association or member or duly authorized agent of the Board in writing in the same manner as for the first approval of a lease. The terms, conditions, provisions, rules, covenants, and restrictions stated in the Governing Documents shall control over the contradictory provisions, if any, of the Lease and/or Lease Addendum; and any such contradiction shall be void as between the Association and the Landlord and Tenant.

TENANT AND LOT OWNER UNDERSTAND AND ACKNOWLEDGE THAT ANY LEASE FOR A LOT AT FOX RUN AT OAK GROVE OWNERS' ASSOCIATION MUST RECEIVE THE WRITTEN APPROVAL OF THE BOARD OF THE ASSOCIATION, OR AGENT THEREOF, AND WITHOUT SUCH WRITTEN APPROVAL THE OCCUPANCY OF SUCH LOT BY ANYONE OTHER THAN THE OWNER IS IN VIOLATION OF THE GOVERNING DOCUMENTS OF FOX RUN AT OAK GROVE OWNERS' ASSOCIATION.

LOT OWNER'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

TENANT'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

LEASE AND ADDENDUM FORM APPROVED BY THE BOARD OF FOX RUN AT OAK GROVE OWNERS' ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

## K. STANDARD-SATELLITE DISHES/ANTENNAS

### FOX RUN AT OAK GROVE HOMEOWNERS ASSOCIATION

The purpose of this Standard is to set forth the application requirements for satellite dishes/antennas and the applicable standards for the installation of satellite dishes/antennas on the Town homes of Fox Run.

- Send completed **Notice of Intent to Install Satellite Dish/Antenna** to Shew Community Management.
- A qualified technician must perform the installation. The Homeowner must verify a Certificate of Insurance prior to commencing installation, and the certificate shall be available for the inspection by the managing agent upon request.
- The Fox Run Home Owners Association., Inc. is not responsible for the installation, repair or maintenance of the dish/antenna.
- The Homeowner understands that the satellite/dish antenna agreement runs with the property and the **Notice of Intent to Install Satellite Dish/Antenna** will be binding on all subsequent owners of this home and agrees to maintain a copy of the agreement as a part of the permanent record of the home, which shall be forwarded to any subsequent owner.
- **The Homeowner is to choose a location which provides the best available signal with the least amount of visibility.**
- The satellite dish is to be one meter or less in diameter.
- There shall be no free hanging wires. Wiring must be secure, covered and unobtrusive.
- Satellite dishes/Antennas are for the personal use of the homeowner/tenant only.
- The satellite dish/antenna may not be attached or placed on any area maintained by the Homeowners Association.
- When installing a satellite dish/antenna, any damage or alteration to the existing unit resulting from the installation will be the responsibility of the homeowner to repair.

**The Board of Directors / Architectural Committee will not unreasonably withhold the approval of any satellite dish/antenna installation provided it meets the criteria which has been written according to the Federal Communications Commission rulings related to satellite dishes.**

## **L. STANDARDS FOR THE INSTALLATION OF DECK CANOPY COVERS FOR FOX RUN**

The purpose of the Standard is to specify the design and materials of construction of the deck canopy covers including the plan and elevation location of the frame and approved canopy cover fabric. This standard applies to all units, interior and exterior, within the Fox Run community. Installation is not mandatory.

### **Application and Authorization Requirement**

Homeowners must submit a written request to the Architectural Committee prior to beginning the installation of their deck canopy covers using the standard request form: The Fox Run Community Association Application for Architectural Committee Approval. The installation of the deck canopy cover will be approved if requested in accordance with this Standard.

### **Standards for Canopy Covers**

The Fox Run Architectural Committee has approved the installation of pipe frame deck canopy covers over the deck areas of interior units. Exterior units have the choice of either the fixed-frame awning system OR the lateral arm retractable awning.

### **Canopy Cover Season**

The fixed-frame canopy cover fabric may not be installed prior to April 1, must be installed by May 1, and must be removed by October 15 to October 31 each year. It is recommended that the homeowner discuss this requirement with the canopy cover contractor to ensure that the design of the canopy cover structure will permit easy removal of fabric. Storage of the fabric can usually be arranged as part of a "put up/take down" contract.

The retractable canopy is a permanent fixture and need not be removed, but must remain retracted from October 31 until April 1 of the new year, in accordance with the fixed-frame canopy season.

### **Canopy Cover Design and Construction**

While the deck height (relationship to the contour of the ground) varies with each unit, this specification requires that deck canopy covers be uniform with respect to relative size, roof slope and materials of construction, thereby providing a uniform and pleasing appearance. The appropriate plan dimensions of the existing decks are as follows:

## Exterior Units

**Retractable Awnings (Heavy- Duty frame with 15yr. Warranty)-all aluminum arms, torsion bar and mounting brackets in a white baked on enamel finish**

**21'x 13' (motor recommended)**

**14'x 13'**

**Fixed Canopies (Heavy-Duty galvanized steel pipe frame with 15 year Warranty)**

**21'x 13'**

**14'x 13'**

## Interior Units

**Fixed Canopies (Heavy-Duty galvanized steel pipe frame with 15 yr. Warranty)**

**21'x 13'**

**14'x 13'**

**Fixed canopy cover frame must be fabricated using 1" diameter (I.D.) galvanized steel pipe or galvanized steel tubing constructed within the confines of the deck. The frame is to remain unpainted and there is to be nothing on the frame other than the awning. (No lights, hanging plants, flags, etc.)**

**Upright supports are to be vertical, except for the upper curved section which will extend the drip-line of the canopy cover over the outer edge of the deck.**

## Fixed and Retractable Canopy Cover Standards

**The track member will be attached to the outside wall of the units 9" below dryer vents or 9'8" at house wall.**

**The height of the canopy will be 80" (6'8") from deck floor to frame. Canopy cover fabric must be fabricated using Sunbrella, a 100% solution dyed acrylic fabric with a five year warranty. The following pattern has been selected as the Standard for the Fox Run Community:**

**Beige with stripes #323025  
Solid Beige #314020**

**Deck canopy covers shall have a 12" low-wave scallop pattern skirt with a dark Brown braided edging around the scalloped area. Vertical drops for sun control must match the canopy fabric, may be used only when the deck is in use and must be removed during period of non use in order to maintain the aesthetics of the Community.**

## **Maintenance**

Maintenance of the canopy cover frame and fabric is the responsibility of the homeowner. This responsibility will be passed on to subsequent homeowners of each unit.

The homeowner is solely responsible for the use of the retractable as a well as the exterior mounted motor.

The Board of Directors of Fox Run reserves the right to require the homeowner to repair or replace or otherwise maintain the canopy cover/retractable awning (fabric, frame, etc.) if such repair or replacement is deemed necessary, in the opinion of the Board of Directors, in order to maintain the aesthetics of the Community.

## **Safety**

**IT IS STRONGLY RECOMMENDED THAT NO ONE BARBECUE UNDER THE CANOPY SINCE THE ACRYLIC FABRIC IS NOT FLAME RETARDANT.**

**NO OPEN TORCHES OF ANY KIND, NO HANGING PLANTS, LITE FIXTURES, FLAGS, ETC. SHALL HANG FROM THE FRAME.**

## **Contractors**

The following contractors were contacted in conjunction with the development of this Standard. They are familiar with Fox Run and can provide deck fixed-frame canopy or retractable covers in conformance with these specifications. Current quotations should be solicited by individual homeowners.

Identification of contractors with this Standard is not to be constructed as a recommendation, or approval, by the Architectural Committee.

Homeowners may identify and work with contractors of their choice; however, deck canopy covers purchased **MUST** conform to this Standard.

**A.L. Sereni & Co., Inc.  
500-E Abbott Drive  
Lawrence Park Industrial Center  
Broomall, PA 19008  
610-328-4100**

**Great Valley Awning & Tent Co.  
446 Lancaster Avenue  
Frazer, Pa. 19355  
610-889-3104**

**Dombach C&B & Son  
252 N. Prince Street  
Lancaster, PA 17603  
717-392-0578  
610-384-9589**

# N. FOX RUN LANDSCAPE PLANTING REQUEST

Any changes to front or back foundation plantings must first meet Landscape Committee/Board approval. This applies to changes at Association *and* homeowner expense. For responsibility guidelines, please consult the Fox Run Chart of Responsibilities. Homeowners initiating landscaping work at personal expense are required to submit a detailed request form that includes specific plants/design. Request forms are not required for planting annuals, perennials, and seasonal bulbs in existing unit beds. Contact the Landscape Committee or a member of the Board of Directors with any questions. Submit this form to Shew Community Management. Thank you.

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## REQUEST (Please check all that apply):

### Unit front/Common area:

\_\_\_\_\_ Dead tree/shrub removal

\_\_\_\_\_ Placement of tree in common area

\_\_\_\_\_ Removal/replacement of foundation tree/shrub

\_\_\_\_\_ Permanent plantings

\_\_\_\_\_ Other (explain): \_\_\_\_\_

### Unit back/Common area:

\_\_\_\_\_ Addition of beds/landscaping

\_\_\_\_\_ Removal/replacement of back bed plants

\_\_\_\_\_ Placement of tree in common area

\_\_\_\_\_ Other (explain):  
\_\_\_\_\_

**O. FOX RUN @ OAK GROVE HOMEOWNERS ASSOCIATION  
NOTICE OF INTENT TO INSTALL SATELLITE DISH/ANTENNA**

Homeowner(s): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

If rented, Tenants name (**Attach copy of owner's permission**): \_\_\_\_\_

Telephone (day) \_\_\_\_\_ Telephone (evening) \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Identify Installation Location: (be as specific as possible; include sketch if necessary)

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

Please indicate method of installation/attachment: \_\_\_\_\_

**Note:** Installers Certificate of Insurance **MUST** be obtained prior to starting project and must be available for inspection by the managing agent.

\_\_\_\_\_

The installation will be in compliance with all association specifications and standards (which include manufacturer's guidelines and all applicable building codes).

I/We will comply with all of the Association's rules and standards for installing, maintaining and using satellite dishes/antennas. I /We assume full liability for any and all damage to Association maintained property and adjoining owner's property that may occur due to satellite dish/antenna installation, maintenance and use.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Please mail to: Shew Community Management, Inc., P.O. Box 1605, West Chester, PA 19380

Fax: 610-430-8160