

The  
Crossings  
at Exton Station



THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION, INC.

RULES AND REGULATIONS

Effective  
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The Crossings at Exton Station Community Association, Inc.  
P.O. Box 2264, West Chester, Pennsylvania 19380 (215) 696-1374

THE CROSSINGS @ EXTON STATION COMMUNITY ASSOCIATION, INC.

RULES AND REGULATIONS

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## General Use Regulations

1. The dwelling unit, Lot and various parts of the common elements shall be used only for the respective purposes for which they are intended, without hindering or encroaching upon unlawful rights other Unit Owners.
2. Each unit shall be used as a residence for not more than two (2) unrelated people.
3. Each Unit shall be used for residential living purposes only. No business, industry, trade or commercial enterprise of any kind shall be commenced, erected, maintained, operated or conducted out of any Unit, or on any part of the Lot, greens, common element. The term "Unit Owner" for the purposes of these Rules and Regulations shall mean any Unit Owner, lessee, sublessee, guest, family member or occupant of any Unit and any licensees, invitees, agents, servants or employees thereof.
4. No Unit Owner shall decorate or alter the exterior portion of his /her Unit without prior written consent of the Board. Seasonal decorations may be displayed without permanency.
5. Unit Owners shall not place their names, words or phrases on the exterior or the entrance of any Unit except those which have been approved by the Board.
6. All windows and sliding glass doors must be covered with curtains, drapes, shades, blinds or the like. No plastic films are permitted. Coverings such as sheets are permitted on a temporary basis and must be replaced with permanent coverings within sixty (60) days of occupancy.
7. No outside shades, awnings, exterior window guard, ventilators, fans, air conditioners or like devices shall be used in or about the windows or outside the building, except those which have been approved by the Board.
8. Window air conditioner units must be removed and stored indoors between October 15 and May 15.
9. Nothing shall be shaken, thrown or discarded from the windows, balconies, patios or decks.
10. No drying or airing of any clothing, bedding or other articles shall be permitted on any part of any Unit or upon any Lots, common elements or from or upon any balcony, patio or deck. No clothes hanging devices such as lines, reels, holes, or frames shall be erected at any time on any Lot, common element.
11. No immoral, improper, offensive or unlawful use will be made of property, or any part thereof, and valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction

thereof will be observed.

12. No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the property, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of The Crossings.
13. There shall be no recreation in the parking lots or the courtyard island in the parking lots, all outdoor recreation must cease by 10:00 p.m.
14. No minibikes, trail bikes, all terrain vehicles not licensed by the state of Pennsylvania are permitted on the Lots or common element of The Crossings.
15. No Unit Owner shall use, permit to be used, bring into, or keep in any Unit or on any Lot, common element any flammable, combustible or explosive material, fluid, chemical or like hazardous substance, except for normal household use.
16. No Unit Owner shall supervise, direct or attempt to assert control over agents, servants, contractors or employees hired by the Board or Managing Agent to perform any function or service for or on behalf of the Association.
17. Any complaints regarding the maintenance or condition of the common elements shall be directed to the Managing Agent rather than to an employee or contractor.
18. Any complaints regarding actions of the Board, Officers of the Association, or other Unit Owners must be submitted in writing to the Managing Agent.
19. No Unit Owner shall make, consent to or permit any disturbing noises anywhere in or on the property, or permit anything to be done therein or thereon which will violate any local ordinance pertinent to noise, disturbance or will interfere with the rights, comforts of convenience of other Unit Owners.
20. No outside radio or television antennas or aerials shall be erected on a Lot, attached or hung from the exterior of any building, except by or with prior written permission of the Board.
21. All radio, television, phonographic, audio, air conditioners or other electrical equipment of any kind and any and all appliances of every kind, however powered, such as washers, dryers, trash compactors, space heaters, sunlamps, and the like, installed or used in any Unit shall comply with all safety rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having authority.
22. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, on any Lot, or on any part of the property, except that dogs, cats or other domesticated household pets may be kept, provided that they they are not

bred, maintained or kept for any commercial purposes, and provided that no more than two (2) pets in the aggregate may be kept in any individual Unit of on any Lot within the said property.

23. Animals and pets must be controlled by the owner (or their delgate) so as not to cause offense or be a nuisance to other residents. Animals and pets must not be allowed to frighten or harass other residents; pets may not be staked on or to the Lot, or common element. Pets shall not run loose.
24. The owner of said pet is responsible for cleaning up any animal waste deposited by his/her pet on any Lot, or common element.
25. No garbage, refuse, rubbish or cuttings shall be deposited on any portion of the property, including any Lot, street, sidewalk, or parking area unless placed in an appropriate sealed plastic bag as authorized by the Board. Containers so authorized or provided shall not be placed in full view, except when necessary for collection, and shall be regularly kept in a location which is not in view from any portion of The Crossings.
26. No Unit Owner will litter, place waste or debris on the common element.
27. Nothing shall be stored upon any of the common elements.
28. Each Unit Owner shall keep his balcony, patio and deck in a state of neatness and cleanliness. No tires, bicycles, toys, tools, ladders, garbage bags or cans, lawn ornaments, or the like may be stored or left on any balcony, patio, on or under any deck or rear yard or an any part of the common element. Outdoor tables and chairs may remain set up on balconies, patios and decks.
29. Nothing may be erected on the common elements, including, but not limited, to swings sets, seesaws, rope bridges or the like.
30. Firewood shall not be stacked on or against any common elements that would be damaged by its storage, including the siding or stucco or against the garden tie ground retaining walls. Firewood shall be stored in wrought iron or wood loops or racks or other appropriate means for proper storage no larger than the following (8' Wide x 4' High x 2' Deep).
31. Any damage caused by a Unit Owner when moving out of his/her Unit shall be the responsibility of said owner.

## Vehicle Regulations

1. No vehicle which is incapable of being operated on the roads of Pennsylvania shall be brought into or stored within the confines of The Crossings @ Exton Station.
2. Vehicles must be maintained as not to damage the parking areas (ie., leaking oil, gas or other fluids).
3. No repair or maintenance of any vehicle is allowed on the common elements or upon any Lot.
4. No commercial or other non-passenger vehicle of any type shall be permitted to remain overnight on the common element or any lot unless it is being used by persons currently performing services or improvements to the property. A commercial vehicle is defined as any vehicle which is used in business or commerce.
5. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any building or the parking areas by another vehicle.
6. Parking shall be assigned in accordance with one space per household. Only automobiles, no trucks nor non-passenger vehicles shall occupy these spaces.
7. Each assigned space shall be used as the unit's primary space for parking. Additional spaces shall remain unassigned and shall serve the purpose of "first come, first serve" basis. No truck or passenger van shall be parked up front near the unit; island parking is provided for these types of vehicles.
8. All parking regulations, speed limits, and any other parking and traffic control signs posted on the property or any other parking or traffic regulations as may be promulgated by the Board in the future shall be strictly obeyed.
9. If during ordinary parking, vehicles leak fluids upon the parking lot, it shall be the responsibility of the resident who owns the vehicles which are involved to clean up the leak, to restore the parking lot to its original condition, and to repair any damage to the parking lot. If the resident fails to do so, then the Association may cause someone on its behalf to do the clean up or make the repairs and the resident and/or owner of the unit at which the resident resides shall reimburse the Associations for the cost of doing the same.

## Architectural Standards and Procedures

1. No Unit Owner will paint or alter any exterior portion of his/her dwellings without prior written consent of the Board.
2. No Above ground swimming pools shall be permitted on the property.
3. Patio and balcony areas shall not be screened or enclosed. There will be no alteration in or on any patio, balcony railing or partition without prior written consent of the Board or Architectural Control Committee. Storm doors and awnings shall not be installed without prior written approval of the Board or the Architectural Control Committee.
4. Flower boxes shall not be installed without prior written consent of the Board or Architectural Control Committee. Permanent flower boxes are not permitted, and flower boxes shall only be displayed from April 15 to November 15. Flower pots shall be of a type that will not cause rust or staining.
5. No Unit Owner shall install additional exterior lighting without the prior written consent of the Board or Architectural Control Committee.
6. 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.
7. No building, fence, wall, improvement or other structure shall 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 or by the Architectural Control Committee.
8. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Board.
9. No sign of any kind shall be displayed to the public view on any unit, except for one temporary unilluminated sign not more than six square feet advertising the unit for sale.
10. Any proposed change by any Unit Owner in the existing color or finish of any exterior surface on any building on the property or change or addition to the existing landscaping and plantings

shall be submitted to and approved by the Board or Architectural Control Committee. In the event that the Board or Architectural Control Committee fails to approve or disapprove such a change within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied.

11. Existing garden areas on a Lot shall be maintained by the Unit Owner. Unit Owners may add no other plantings, except flowers, to existing garden areas. Vegetables shall not be grown on any portion of the Lot. If a Unit Owner fails to maintain said garden area or adds unauthorized plantings to said garden area the Association will remove unauthorized plantings at the Unit Owner's expense. No additional garden areas shall be added without prior consent of the Board or Architectural Control Committee.
12. Unit Owners are responsible for watering grass, shrubs and trees during a drought or limited rain period.
13. Dead trees and shrubs on a Lot will be removed by the Unit Owner. Unit Owners shall, at their own expense, replace said trees and shrubs upon notification to replant by the Board or Architectural Control Committee. If any Unit Owner fails to replace said trees and shrubs, the Association will replant said trees and shrubs at the Unit Owner's expense. All replantings will duplicate the original plant(s) where practicable.
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 or Architectural Control Committee. Walks will not be slated, wetted or obstructed, or used other than ingress or egress.
15. No lamp posts, fences, bird feeders, storage sheds, dog houses, basketball backboards, kiddie pools, or other improvements, structures or adornments shall be erected or placed upon any Lot, 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.

## Enforcement of Rules and Regulations

1. The Board, its designated committee or managing agent shall notify the owner responsible for a violation of the Governing Documents of the violation in writing and describe the violation with reasonable particularity.
2. In the event the violation is not abated or corrected by the Unit Owner within fifteen (15) days from the date of the notice of violation, the Board or its designated committee may impose a fine upon the unit in an amount consistent with the nature and severity of the violation.
3. The Board, its designated committee or managing agent shall notify the unit owner in writing of the fine and the amount thereof. If the fine is not paid within ten (10) days of the notice of the fine (or within 10 days of a decision following a hearing, if any) additional fines may be imposed until the violation is abated.
4. Any fine imposed in accordance with this Rule shall constitute common expense assessment and a lien against the unit and shall be collectible in the same manner as provided for in the collection of common assessments. Accordingly, all legal fees, interest, court cost and other fees incurred in the collection of the fine shall be the responsibility of the Unit Owner.
5. A Unit Owner charged with a violation of the Governing Documents shall have the right to request a hearing by the Board or its designated committee by submitting such request in writing to the Board, its designated committee or managing agent within ten (10) days of the date of the notice of the violation. In any event, decision of the Board or its designated committee shall be final.
6. The fining procedures set forth in this Rule shall not be exclusive of other rights and remedies available to the Association or the Board.

## Leasing Procedure and Regulations

No residential dwelling at The Crossings ("Unit") may be leased by an owner or sub-leased unless the owner or sub-lessor has complied in all respects with the provisions of the constituent documents of the Association including but not limited to the Declaration of Conditions, Covenants and Restrictions, the Rules and Regulations of the Homeowner's Association, and the rules of procedure set forth below.

Prior to the leasing or sub-leasing of any Unit at The Crossings the owner shall follow the procedures set forth below:

1. Every owner who wishes to lease a Unit or have his Unit sub-leased, shall use a written Lease Agreement containing all the provisions set forth in the Addendum to Lease, a copy of is attached hereto a Exhibit "A".
2. Every Owner shall submit to the Association (i) the written Lease with approved Addendum to Lease, (ii) a completed information form, a copy of which form is attached hereto as Exhibit "B" (both (i) and (ii) must be executed by the Lessor and prospective Lessee); and a non-refundable \$50.00 fee ("Application Fee") to the Association within five (5) days of date of execution by both parties.
3. If any damages are caused to the common elements by a Lessee, tenant, someone residing with Lessee, or a guest of Lessee, then the Owner and Lessee shall be jointly severally liable for the fair and reasonable cost of repair of the damage which shall be leinable against the Owner and the Unit.
4. The failure of any Owner or its Lessee to follow these procedures regarding unit leasing shall be considered a violation by such Owner of the terms and conditions of the Association Documents and shall entitle the Board to take whatever actions are provided in the Association Documents in the event of a violation thereof.
5. In addition to the procedures outlined above the following substantive rules are to be followed with respect to any Unit leased at The Crossings @ Exton Station:
  - (a) Leases for Units shall not be for a term of less than one (1) year.
  - (b) The maximum number of individuals who shall be entitled to lease a Unit or occupy any leased Unit shall not be greater than the maximum permitted by any application Ordinance or Regulation.
  - (c) Notwithstanding the foregoing, in all events, occupancy of any Unit shall comply with all applicable laws, ordinances and codes substantive rules and regulations of the Association.
  - (d) There may not be parked upon the premises more than two (2) vehicles for the occupants of a leased Unit.

EXHIBIT "A"

THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION  
LEASE ADDENDUM

Addendum to Lease dated \_\_\_\_\_,  
between \_\_\_\_\_, Lessee(s) and  
\_\_\_\_\_, Lessor for  
Unit \_\_\_\_ at THE CROSSINGS AT EXTON STATION

1. Association Documents. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants, Conditions and Restrictions of THE CROSSINGS AT EXTON STATION, the Rules and Regulations promulgated by the Board of Directors of THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION, the Architectural Guidelines promulgated by the Board of Directors of THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION, the procedures concerning leasing promulgated by the Board of Directors of THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION, and any and all applicable Rules and Regulations and documents and any amendments thereto now in force or hereafter made, as shall apply to the demised premises, subject to the provisions of this Lease, and agrees to assume all duties and responsibilities required thereby and to be jointly and severally liable with the Lessor for all liabilities and responsibilities as required by the aforesaid documents and for the performance of all obligations applicable to Unit Owners and Lessees under the aforesaid documents, applicable laws and ordinances, or otherwise whatsoever during the term of this Lease. The failure of Lessee, one residing with Lessee or guests of Lessee to abide by the terms and conditions of the said documents shall be a material default under this Lease. It is hereby specifically agreed that either Lessor and/or the Community Association shall have the right to bring an appropriate action against Lessee, those residing with Lessee, or guests of Lessee for breach of said documents and Lease, for the enforcement of the appropriate remedies as provided at law and as provided by the aforesaid documents including but not limited to an action of eviction against the Lessee, those residing against the Lessee or guest of the Lessee an action for equitable relief, and action for the collection of fines, costs and reasonable amounts for the repair to damages to the common elements. Lessee hereby acknowledges receipt of all of said documents.

2. Delegation of Power to Executive Board of Directors of the Community Association. The Lessor hereby delegates to the Board of Directors of THE CROSSINGS AT EXTON STATION COMMUNITY ASSOCIATION its power under this Lease and the law with respect to the remedies for such breach of this Lease and breach of the aforesaid documents so that the Board of Directors of the Community Association may exercise any such remedies upon default by Lessee, one with residing with Lessee, guests of Lessee, or Lessor.

The pursuit of any such remedies by the Lessor against the Lessee, someone residing with Lessee, or guests of Lessee shall not preclude the Board of Directors of the Community Association from pursuing any such remedies against Lessee, one residing with Lessee, or guests of Lessee.

3. Community Association Charges and Assessments.

(a) In the event Lessor shall fail to pay any charge or Assessemnt levied by the Board against Lessor or the demised premises, and such failure to pay continues for thirty (30) days, the Board shall so notify Lessee in writing of the amount(s) due and within fifteen (15) days after the date of such notice, Lessee shall pay to the Board the amount(s) of such unpaid charges or Assessments, subject however to sub-paragraph (b) below. The amounts of such unapid charges or Assessments paid to the Board by Lessee after the non-payment by Lessor shall be credited against and shall off-set the next monthly rental installment due to Lessor following the payment by Lessee of such charges or Assessments to the Board.

(b) In no event shall Lessee be responsible to the Board for any amount of unpaid charges or Assessments during any one month in exces of one monthly installment of rent.

4. Amendments and Modifications. This Lease only may be modified, amended, or surrendered by an instrument in writing duly executed by Lessor and Lessee and by further adoption by the Community Association of amendments to the aforesaid documents.

The parties hereto intending to be legally bound hereby have hereunto set their hands and seals.

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessor

EXHIBIT "B"

UNIT NO. \_\_\_\_\_

INFORMATION FORM

THE CROSSINGS AT EXTON STATION  
COMMUNITY ASSOCIATION

UNIT OWNER: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

NAME OF TENANT(S) (All tenant(s) on Lease should be listed):

\_\_\_\_\_ AGE \_\_\_\_ MARRIED \_\_\_\_ SINGLE \_\_\_\_

\_\_\_\_\_ AGE \_\_\_\_ MARRIED \_\_\_\_ SINGLE \_\_\_\_

SPOUSE OR CO-HABITANT'S NAME \_\_\_\_\_

CHILDREN'S NAMES AND AGES \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

LEASE TERM \_\_\_\_\_ PROPOSED STARTING DATE \_\_\_\_\_

PROPOSED SIGNING DATE \_\_\_\_\_ PROPOSED OCCUPANCY DATE \_\_\_\_\_

RENEWAL OPTIONS, IF ANY \_\_\_\_\_

AUTOMOBILE, MAKE & YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

OTHER PERTINENT INFORMATON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INFORMATION TAKEN BY: \_\_\_\_\_

UNIT OWNER'S SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

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

APPLICANT'S SIGNATURE:

\_\_\_\_\_

\_\_\_\_\_

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