



Rules & Regulations

Revision E
January 26, 2020

This document supersedes Revision A
of the Monroe Court Rules & Regulations dated
August 8, 2006

Keep this document available for quick reference.
Unit Owners who rent their units must provide a copy to their tenants.
Official notices and fines will be sent to the Unit Owner of record.

www.monroecourt.net

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Introduction

The rules and regulations set forth in this document are enacted under the authority given the Board of Directors (BOD) and the Home Owner's Association (HOA) as set forth in the bylaws of the Monroe Court Community Association. The following rules and regulations should be viewed as protective rather than restrictive. They are designed to enhance and maintain the quality of life individuals expect by living within the Monroe Court community by protecting the property values, safety of all Unit Owners, occupants and tenants well as their guests and overall appearance of the community.

These rules and regulations are binding to all Unit Owners, occupants and tenants as well as guests and are enforceable to the same extent as if they were specifically set forth as provisions of the bylaws and declaration. Failure to comply with any of the aforementioned documents shall be grounds for assessments of fines as set or appropriate actions by the BOD as set forth in this document.

A copy of these rules and regulations and any future revisions will be made available to attendees of the annual meeting and the most current version will be posted on the Monroe Court website www.monroecourt.net. The files on the website are downloadable for your review. A copy of the current version of these rules and regulations will also be provided to new Unit Owners at time of purchase with other required documentation. All home owners and occupant/tenants of rented homes are encouraged to review this document and are required to adhere to these rules and regulations and inform their guests of the provisions contained therein.

The creation of rules and regulations is an evolutionary process which may require change as they are applied. Therefore, from time to time, the BOD will review these rules and regulations, republishing if any changes are deemed necessary. Subsequent revisions will be provided by mail and posted to the website. Unit owners must provide a current document to their tenants.

Unit Owners, occupants and tenants should contact the current management company for Monroe Court for all questions and inquiries related to these rules and any associated violations and incurred fines. The management company for Monroe Court is:

**Camco Management Company
501 W. Office Center Drive, Suite 200
Fort Washington, PA 19034**

1. Primary Architectural

1.1 Roofs

Shingles equivalent in measurement, color and material to that originally installed by the builder are to be used when replacing or repairing the same. Application of shingles must be contiguous to the roofline and, in the event a roof has no distinct break between units, the Unit Owner should do their best to 'feed in' shingles so as not to create one.

1.2 Capping

Capping equivalent in measurement, color and material to that originally installed by the builder is to be used when replacing or repairing the same.

1.3 Gutters and Downspouts

Gutters and downspouts equivalent in measurement, color and material to that originally installed by the builder are to be used when replacing or repairing the same. Gutters must be contiguous to the roofline and, in the event the gutter has no distinct break between units, the Unit Owner should do their best to 'feed in' the gutters so as not to create one. In no instance may the addition of gutters and downspouts be permitted to adversely affect drainage of adjacent properties. Surface downspout deflectors may be used to disperse flowing water so as not to create a negative effect to the ground surrounding it.

1.4 Bricks

Bricks equivalent in measurement, color and material to that originally installed by the builder are to be used when replacing or repairing the same. Bricks cannot be substituted by siding, stucco or any other material.

1.5 Stucco

Stucco will be equivalent in color and material to that originally installed by the builder is to be used when replacing or repairing the same. Stucco cannot be substituted by brick, siding, or any other material. In the event the stucco has no distinct break between units, the Unit Owner should do their best to 'feed in' the stucco so as not to create one.

1.6 Windows

Windows that are the equivalent in design, measurement and color to the original windows installed by the builder should be used for repair or replacement.

1.7 Shutters

Shutters that are the equivalent in design, measurement and color to the original windows installed by the builder should be used for repair or replacement. The color is Bordeaux.

1.8 Doors **(REQUIRED)**

Front Door

A door equivalent in design, measurement, color and material to that originally installed by the builder is to be used when replacing or repairing the same (the color is Bordeaux). Hardware shall include the knob, deadbolt, hinges and kick plate. Doorknockers are permitted.

Storm Door **(REQUIRED)**

Any storm door installed shall be full-view (glass or screen) or full glass with a sliding screen. The storm door can either be white to match the trim of the doorway or Bordeaux to match the color of the front door. Hardware shall match the front door.

Rear Entry Door

Sliding or French doors equivalent in design, measurement, color and material to that originally installed by the builder are to be used when replacing or repairing the same. Any sliding screen or door shall be full-view and equivalent in design, measurement, color and material to that originally installed by the builder when replacing or repairing the same. French door hardware shall be brass to include the knob, deadbolt and hinges.

Note: Screen doors are required with sliding Rear Entry Doors.

Garage Door

Garage doors equivalent in design, measurement, color and material to that originally installed by the builder are to be used when replacing or repairing the same. Hardware shall be stainless steel to include the knob and lock. Garage doors are required to be maintained and dent-free or they should be replaced.

Trim

Trim equivalent in design, measurement, color and material to that originally installed by the builder for both front and rear entry doors is to be used when replacing or repairing the same.

2. Secondary Architectural

2.1 Steps, Walkways and Sidewalks

Unit Owners are responsible for maintenance and repair of the steps and walkway from the unit door to the driveway. Unit Owners are responsible for securing any permits that may be required by the local municipality, Skippack Township.

The HOA is responsible for any public sidewalk/trail repair/modification. Modification of the public sidewalks on any unit lot or common area is not permitted. Any costs to repair any damage to public sidewalks/trails caused by a Unit Owner, occupant, tenant or guest will be the responsibility of the Unit Owner.

2.2 Driveways

The HOA is responsible for any driveway and apron repair/modification. Modification of driveways other on any unit lot or common area is not permitted. Any costs to repair any damage to a driveway caused by a Unit Owner, occupant, tenant or guest will be the responsibility of the Unit Owner. Driveway sealing is performed by the HOA every two to three years.

2.3 Decks and Patios

Prior to the purchase and installation of a deck or patio, Unit Owners must submit an Architectural Review Request (see Section 8) to the BOD for approval. Unit Owners are responsible for securing any permits that may be required by the local municipality, Skippack Township. All deck maintenance is the homeowner's responsibility.

Decks: built as an addition to a Unit shall be as follows:

- Location: in the rear yard attached directly to the Unit's exterior wall
- Size: no larger than a fourteen foot (14') by twelve foot (12') dimension with a three foot (3') height of the balustrade
- Material: pressure treated lumber, composite or like material.

The design should be equivalent to those originally installed as an option by the builder. Lattice work is permitted for decks less than six feet (6') above ground.

Lattice must be applied to the underside of the deck and must be the same color as the deck and securely fastened on all sides to prevent any wild animals from entering.

Decks may not have a floor height greater than the elevation of the main floor entry to the Unit. Therefore, elevated decks attached to the top level of a Unit are prohibited.

Decks/lattice must be stained every two years and be a solid matching color. Regular maintenance of decks/lattice is the responsibility of the Unit Owner.

Patios: built as an addition to a Unit shall be as follows:

- Location: in the rear yard of Unit's with walk-out basements beginning directly from the Unit's rear exterior wall.
- Size: no larger than a fourteen foot (14') by twelve foot (12') patio
- Material: brick, stone or commercial paver tiles (tan, gray, redbrick) or poured concrete
- Design: scale and style equivalent to the design of the Unit

Permanent enclosing of decks and patios including privacy screening is not permitted. Temporary privacy screening is permitted. Patios may not be built in lieu of a deck. Patios may only be built underneath a deck.

2.4 Rear Deck Retractable Awnings

Rear deck retractable awnings are permitted. However, prior to the purchase and installation of a retractable awning for a rear deck, Unit Owners must submit an Architectural Review Request (see Section 8) to the BOD for approval. Unit Owners are responsible for securing any permits that may be required by the local municipality, Skippack Township.

The following conditions apply:

- Rear deck retractable awnings must either be tan or beige and/or bordeaux, burgundy, merlot or cranberry in color to match the exterior color scheme throughout the community. Solid or multi-colored material is acceptable as long as the color scheme is maintained.
- Rear deck retractable awnings shall not extend beyond the front edge of an existing rear deck and shall have a maximum projection of twelve (12) feet. Retractable awnings shall be no wider than an existing rear deck and shall have a maximum width of fourteen (14) feet.

- The base unit must be secured by use of mounting brackets and lag bolts installed directly into the building structural system as per the manufacturer's specifications. The base unit must be centered over the rear deck. No offsets are permitted.
- Unit Owners installing/repairing rear deck awnings are responsible for making sure that all contractors performing the installation/repair are fully insured.
- The maintenance and appearance of rear deck retractable awnings is the responsibility of the Unit Owner. Awnings containing tears or holes must be repaired promptly.
- Any Unit Owner installing a rear deck retractable awning is fully responsible to the HOA to replace and/or repair any damage to the common areas caused by the awning.
- Unit Owners are responsible for any damage caused to neighboring units.
- Rear deck retractable awnings must be retracted when not in use.
- Neither side panels nor screening may be hung from the awnings. No other awnings are permitted.

3. Dependent Architectural

3.1 Satellite TV Dishes

The use of satellite TV dishes is permitted with BOD approval via a Request for Permit (see Section 8). Satellite TV dishes must be mounted to the rear section of the roof. Installation in other locations is only permitted if the installer indicates there is a reception issue and must be approved by the BOD prior to installation. No more than two (2) satellite TV dishes are permitted per unit. All wiring should be tacked and not visible.

3.2 Air Conditioners/Fans

Air conditioner units must be replaced with an equivalent appliance to that originally installed by the builder. The use of window air conditioners or window fans is not permitted.

3.3 Lighting

Exterior lighting equivalent in design, measurement, and material to that installed by the builder is to be used when replacing or repairing the same. Any lighting in addition to the three (3) fixtures (garage door, front door and rear door) installed by the builder

must be shielded to prevent glare and annoying emission of light which unreasonably affects any other unit. Landscape lighting fixtures must be contained within the perimeters of flower and planting beds Flag lights are permitted.

3.4 Electronic Insect Traps and Bug Lighting

Electronic insect traps may not be installed or maintained in such a way as to cause discomfort to adjacent units as a result of the noise from the trap and may only be operated during those times when the immediate area protected by the trap is occupied.

Bug lighting (yellow bulb) installed in the rear door fixture must be shielded to prevent glare and annoying emission of light which unreasonably affects any other unit.

3.5 Mail and Drop Boxes

Mail boxes have been provided for mail delivery/pick up for each unit located at two (2) locations in the community. No additional private mail or drop boxes may be installed on any unit, lot or common area. Sign or flyer posting is not permitted on the mail boxes.

3.6 Pools and Hot Tubs

No above ground pool shall be constructed on any unit lot, deck or patio. Only children's swimming pools may be used and stored on the decks. Children's pools are permitted on unit lots but must be monitored at all times and emptied and removed after use. In ground pools are not permitted.

Hot tubs may be installed on decks only.

4. Landscaping / Flower Beds / Trees

4.1 Grass

Unit Owners shall be responsible for yearly replacement/repair and reseeding of unit lawn areas up to the public sidewalk in the front and rear of their unit and between driveways. All driveways have been separated and made distinct by the builder with the use of grass between them. No area designated as such may be altered with the use of any other application (e.g., mulch, pavers, stones, plants, etc.).

The HOA is responsible for the maintenance/repair of curbside grass.

Any damages caused by HOA contractors will be the responsibility of the HOA.

4.2 Flower and Planting Beds Dimensions:

Alexandria: front flower or planting bed cannot extend further than fourteen (14) feet from the front bathroom exterior wall

Bainbridge: front flower or planting bed cannot extend further than fourteen (14) feet from the front stairwell exterior wall

Carlisle: front flower or planting bed cannot extend further than fourteen (14) feet from the front living room exterior wall. The side flower or planting bed cannot extend further than nine (9) feet from the side exterior wall.

All models: the rear flower or planting bed cannot extend further than three (3) feet from the rear exterior wall, deck or patio.

4.3 Maintenance:

FLOWER BED MAINTENANCE MUST BE COMPLETED BY MAY 1

It is the Unit Owner's responsibility to maintain all flower and planting beds installed by the builder or the Unit Owner in the front (as described above) and rear (around decks/patios). This includes the trimming of all trees and shrubs, disposal of dead trees and shrubs, weeding and mulching and removal of annual plantings. Maintenance should be as needed including weeding, annual mulch replacement and other needed flower bed items.

Unit Owners shall be required to water and plant grass seed if such removal disrupts the lawn and is responsible for any damages or injury resulting from the project.

Mulch must be installed yearly by the Unit Owner and completed by May 1. The use of decorative stone or rock is permitted but must be of a neutral tone.

Failure to maintain all flower and planting beds as stated above may result in the landscaper of record to perform the maintenance and the Unit Owner will be billed accordingly.

Should any trees, shrubs, and/or plantings cause any damage to any other units, paved areas, underground utilities and/or driveways, the unit owner where the trees, shrubs and/or plantings are located shall be responsible for any damage and/or costs incurred. The HOA shall not be responsible for any damage or harm caused by any and all trees, shrubs and/or plantings of any kind planted by the Unit Owner.

4.4 Trees

Planting of trees on any unit lot must be approved by the BOD (see Section 8). The Unit Owner shall be required to water and plant grass seed if such planting disrupts the lawn and is responsible for any damages or injury resulting from the project.

Home owners should properly maintain trees on their property including encroachment of trees / tree limbs / visible roots on adjacent properties. All tree maintenance should be completed by June 1.

5. Common Area Usage

The common areas shall be for the common use and enjoyment of the Unit Owners, occupants, tenants and their guests. Common areas shall be kept free and clear of rubbish, debris and Home Owners should assist and make sure that common areas remain free of unsightly litter or trash and shall not be defaced or misused in any manner.

5.1 Recreation

The use of motorized vehicles is strictly prohibited on any common areas. Motorized vehicles shall include snowmobiles, motorbikes, all-terrain vehicles, and any other motorized equipment. Battery operated children's vehicles are permitted.

5.2 Gatherings

Using the method described in Section 8, social gatherings (picnics, block parties, etc.) of ten (10) or more people may take place on common areas.

Party tents, tables, chairs and inflatable bounce toys are permitted but must be installed no earlier than twenty-four (24) hours before the event and removed within twenty-four (24) hours after the event. The HOA is not responsible for any injuries resulting from the use of any event equipment.

6. Miscellaneous

6.1 Vehicles

No camper, travel trailer or mobile home, recreational vehicle, all-terrain vehicle, boat, boat trailer, or other trailer shall be kept or stored on any unit lot, driveway or on or along the parking courts or streets. Such vehicles can be stored in the unit's garage. Immediate maintenance, cleaning or repair is permitted in the unit's driveway.

6.2 Parking

Street parking is not permitted along the curb in front of homes. Vehicles may not extend over any portion of the public sidewalk or driveway apron, which must be left clear for pedestrians – the exception is snow removal. Parking on grassy areas of a Unit or around the court is not permitted. Vehicles can be parked in the overflow parking spots in the carved out areas on Napoleon Drive and Bean Drive.

6.3 Automobile Repair

No repair or mechanical work is to be performed on any vehicle in a parking lot or street unless for emergency purposes. Temporary use of a driveway for standard maintenance is permitted.

6.4 Towing

Any inoperable, unregistered and/or uninspected vehicle parked in any unit driveway, parking lot or street will be towed by a towing company chosen by the HOA.

Vehicles parked in undesignated parking spots will also be subject to towing. Flashers must be on indicating temporary parking.

Any vehicle parked in such a way that it prohibits the movement of an emergency vehicle or snowplow is subject to towing.

Vehicle owners should contact the management company to obtain the towing company name for retrieval of vehicles. All towing/storage expenses will be the responsibility of the vehicle's owner.

No warnings will be issued prior to towing.

6.5 Laundry

No linens, clothes, curtains, rugs, bedding, etc. shall be hung or exposed from any window, door, patio, deck or entry way. Use of clotheslines or drying racks on the exterior of a Unit is not permitted.

6.6 Pets

No Unit Owner, occupant, tenant or guest shall permit or allow any pets to run loose. Each pet owner shall be responsible for immediately collecting, removing and properly disposing of any and all animal waste left by his or her pets.

There is a zero-tolerance policy in effect and any instances of such will result in a fine of \$100.

All Pets are required to be leashed at all times when outdoors. Invisible or electronic fencing is not permitted. Tethering is allowed within 8 feet of a unit lot.

Kennels or dog houses are not permitted on any unit lot.

6.7 Snow Plowing and Removal

During a snowstorm, all vehicles should be garaged or parked in driveways. Vehicles should be parked in designated parking spots and not be parked in a way that hinders plow maneuverability. If the plow cannot do its job because a vehicle is blocking its progress, the vehicle will be towed at the owner's expense.

Unit Owners or tenants are responsible for clearing the public sidewalk along the street in front of their unit within 24 hours of the end of the snowfall. However, it would be courteous to pedestrians if you clear the public sidewalk as the snow accumulates. The contractor will clear all other public sidewalks/trails. Unit Owners or tenants are also responsible for their steps, walkway, driveway and driveway apron.

6.8 Trash

Each Unit Lot is issued one large trash can and one recycling bin from the contracted disposal company. Both receptacles must be clearly marked with the Unit number to avoid mix-ups. In the event of lost/stolen/damaged receptacles, notify the management company. Unit Owners may purchase a larger and/or lidded recycling bin on their own but it must be clearly marked as a recycling bin. The HOA is not responsible for any lost or damaged recycling bins purchased by a Unit Owner.

Trash cans and recycle bins shall be placed at the curb no earlier than one day prior to collection and shall be removed and stored in a unit's garage by 9 p.m. the evening of collection.

There is a zero-tolerance policy for improper storage of trash and recycle bins and any instance of improper storage will result in a fine of \$100.

Storage of trash outside of buildings is not permitted. Scheduling and payment of large item pick-up by the disposal company is the responsibility of the Unit Owner or tenant.

If a holiday falls before or on a collection day, trash pickup will be the day after the regular pick up day. This includes New Year's Day, Memorial Day, Independence Day, Labor Day and Christmas Day.

6.9 Exterior Storage

Storage under any deck is prohibited. However, on ground level decks, lattice may be installed along the perimeter of the deck creating an enclosed area permitted for storage.

Storage on patios underneath above ground level decks shall be limited to seasonal items not long-term items.

Storage of any item (e.g., garden tools, hoses, trash cans, bicycles, storage bins, grills) stored in the front or side of a Unit Lot is not permitted. During any construction, materials such as lumber, siding, bricks, etc. may be stored within the confines of a Unit's driveway and must be used within a reasonable time.

Exterior household items (e.g., hoses, tables, chairs, grills) stored on the rear of a Unit Lot must be contained on the deck or patio or kept in such a manner as to not hinder landscaping tasks.

Toys, sports gear, children's swimming pools, game sets, portable basketball nets, etc. must be stored on a deck, patio or inside a Unit after dusk each day.

Permanent sports equipment and/or play equipment (e.g., swing sets, basketball nets, trampolines) are not permitted.

6.10 Deck Tents/Canopies

Four-post, neutral colored deck tents/canopies (not camping tents) without screens and flaps are permitted between May 1 and October 30. Unit Owners are encouraged to check with the BOD before purchase to make sure they are compliant.

Deck tents/canopies must be secured to the deck to prevent them from flying away in high winds. The Unit Owner is responsible to the HOA to replace and/or repair any damage to the common areas caused by the tent/canopy. Unit Owners are also responsible for any damage caused to neighboring units.

6.11 Flags and Banners

Display of flags or banners over three feet (3') by five feet (5') are not permitted. Garden flags are permitted.

6.12 Holiday Lighting and Decorations

Holiday lighting/decorations may not be displayed more than forty-five (45) days prior to the holiday and must be removed within fifteen (15) days thereafter. Display of lighting/decorations must be contained within the perimeter of flower and planting beds

or affixed to the unit.

6.13 Signage

Sign or flyer posting is not permitted on the mail and drop boxes or street lanterns. Home security system warning signs must be placed within the flower and planting beds.

Standard size For Sale or For Rent signs can be placed in the windows and posted on the front lawn of the Unit Lot. No additional signage is permitted in the community except for the day of an Open House. All Open House signage must be posted and removed the same day.

6.14 Yard and Garage Sales

Using the method as described in Section 8 (Request for Permit), yard or garage sales may take place on Lots. Sign posting is not permitted on the mail and drop boxes or street lanterns. Posting of signs using yard stakes or similar material one week prior to the yard sale are permitted but must be removed the day after the yard sale.

6.15 Solicitation

Monroe Court is a private community. Soliciting is not permitted. However, door-to-door sales for school fund raising efforts and non-profit groups, e.g., Girls Scouts are permitted. Any suspicious activities should be reported to the State Police immediately.

6.16 Party Control

While Unit Owners, occupants and tenants should be considerate at all times of their neighbors regarding unnecessary noise, special attention should be made when a Unit Owner, occupant or tenant hosts an outside social gathering that continues into the evening. The local municipality, Skippack Township, ordinances will apply. Board approval is required for large unit parties.

Party tents, tables, chairs and inflatable bounce toys are permitted but must be installed no earlier than twenty-four (24) hours before the event and removed within twenty-four (24) hours after the event. The HOA is not responsible for any injuries resulting from the use of any event equipment.

There may be circumstances when multiple Unit Owners, occupants or tenants have social gatherings at the same time. In the case when all designated parking spots are filled, guests must park in designated overflow parking spaces along Napoleon Drive and Bean Drive. It is the responsibility of the Unit Owner, occupants or tenant to ensure all individuals attending a social gathering understand these parking regulations to ensure clear access along every court for emergency vehicles.

At the end of each social gathering, all trash and debris removal is the responsibility of the host. Repairs to any extensive damage to the Common Area as a result of the social gathering will be the responsibility of the hosting Unit Owner, occupant or tenant.

6.17 Hiring of Outside Contractors by Unit Owners

If a Unit Owner hires a contractor (e.g., satellite dish, cable, electrical, plumbing, radon remediation, walkway paving, egress windows, etc.), the Unit Owner is the responsible for any injuries incurred or any damage to any Units or community property.

Unit Owners are responsible for securing any permits that may be required by the local municipality, Skippack Township as well as submit an Architectural Review Request (see Section 8) to the HOA, if warranted.

Sewer Issues: Unit Owners are required to notify the HOA in writing if there are any sewer issues relating to their unit and request written direction on how to further proceed. The HOA shall then advise the Unit Owner if it is a matter that will be paid for and managed by the HOA. Under no circumstances shall the Unit Owner contract with their own plumbing contractor to address the situation without first obtaining expressed written authorization from the HOA. Any Unit Owner who acts on their own without first obtaining expressed written authorization from the HOA shall be responsible for paying all costs that may be incurred.

6.18 Open Fires

Wood burning Fire pits, chimineas or any large open flame fixtures are not permitted. Propane Fire Pits and Tiki torches are only permitted on a unit deck.

If you store your grill outside your deck, please place on bricks or blocks to provide stability and prevent grass overgrowth.

6.19 Solar Panels

Solar panels are permitted on rooflines only with architectural review and Board approval. The Unit Owner is responsible for any permits as required by Skippack Township.

6.20 Fireworks

Aerial Fireworks of any type are not permitted.

7. Procedures for Obtaining BOD Approval

7.1 Architectural Review Request

All architectural changes to the exterior of a Unit require approval from the Monroe Court BOD via Architectural Review Request. There is no set format for such a request. All Architectural Requests must be sent to the BOD in writing or via e-mail. It is necessary to attach a diagram addressing elevation, dimension and location relative to the Lot as well as a sample of the proposed material to be used. It is suggested that Unit Owners consult with the BOD prior to purchasing any materials to avoid any conflict after installation.

Within sixty (60) days of receiving an Architectural Review Request, the BOD shall advise a Unit Owner in writing of its decision. Requests may be 'granted,' 'denied,' or 'denied with suggestion of appeal upon supplementation.' Denial shall be without prejudice to the right of a Unit Owner so that they may resubmit a request. Therefore, if further information is necessary for the BOD to make a fully informed decision, the date for answer runs from receipt of said information.

Determinations of Requests are made on the basis of retaining the community's overall appearance and compliance with the governing documents. Unit Owners are responsible for securing any permits that may be required by the local municipality, Skippack Township.

Upon completion of any work for which approval from the BOD was given, the Unit Owner shall give notice to the BOD in writing or via e-mail of said completion. The BOD may cause an inspection within fifteen (15) days. If non-compliance with the approved plans is found, the HOA will notify the Unit Owner in writing within fifteen (15) days and shall require that corrective action be taken to remedy the non-complying issues within a period of not more than ten (15) days. If the terms of the BOD are not met, a special assessment may be levied against the Unit Owner who requested the review and approval to correct the non-compliant or damaged items.

HOA approval of a request DOES NOT negate the need for the Unit Owner to secure any permits that may be required by the local municipality, Skippack Township.

Some examples of when to submit an Architectural Review Request:

- Deck/Patio installation
- Retractable Awning installation
- Landscape alterations
- Satellite or egress installation

7.2 Request for Permit

All Requests for Permit must be sent to the BOD in writing or via e-mail. Within ten (10) days of receiving a Request for Permit, the BOD shall advise a Unit Owner in writing of its decision. Requests may be 'granted,' 'denied,' or 'denied with suggestion of appeal upon supplementation.

Denial shall be without prejudice to the right of a Unit Owner so that they may resubmit a request. Therefore, if further information is necessary for the BOD to make a fully informed decision, the date for answer runs from receipt of said information. Determinations of Requests are made on the basis of retaining the community's overall appearance and compliance with the governing documents.

Upon end of permitted act, the Unit Owner shall give written notice to the BOD. Within ten (10) days thereafter, the BOD may cause inspection. If non-compliance within the permitted act is found, the BOD will notify the Unit Owner in writing within ten (10) days and shall require it be remedied within a period of not more than ten (10) days. If the terms of the BOD are not met, a special assessment may be levied against the Unit Owner who requested the permit.

Some examples of when to submit a Request for Permit:

- Block Party Yard Sale
- Gatherings on common areas
- Use of party tents or inflatable bounce toys

8. Enforcement of Regulations

The BOD reserves the right to enforce replacement or repair of any item governed by the Declaration, By-Laws, Rules and Regulations or any Amendment thereof as well as the time frame in which said action must be completed.

8.1 Inspections

The BOD and management company may conduct unscheduled inspections of Lots at any time and cannot be denied access.

8.2 Complaints

Unit Owners who wish to file a complaint must do so in writing or via e-mail to the management company. Tenants with complaints must notify the Unit Owner and the Unit Owner will then file the complaint with the HOA. In the event a complaint is filed against another Unit Owner, occupant, tenant or guest, the BOD and the management company will conduct an investigation.

8.3 Violations

Violations shall include, but are not limited to, Non-Architectural and Architectural violations which have been taken from the Declaration, Bylaws and Rules and Regulations. If compliance is not achieved within the required time, a second notification will be given with the corresponding **\$100** fine. Non-compliance to the first notice is seen as an additional violation and will be treated accordingly. Furthermore, if the same violation occurs again, escalation of fines will pick up where the last violation left off.

The Unit Owner's account with the HOA will reflect fines, payment received and an account balance. All fines imposed, no matter when, shall be reflected as an assessment against the property. Once imposed, the fine remains in effect until the violation is corrected, or for a period not to exceed thirty (30) days. After the thirty (30) day fine period, the file can be forwarded to the HOA attorney for enforcement. Failure to enforce any rights, provision, covenant, condition or regulation does not constitute waiver.

8.4 Non-Architectural Violations

Unit Owners are sent a written warning describing the violation. For the first offense, with the exception of parking violations, the problem must be rectified upon notification. Unit Owners have ten (10) days before the next letter is sent out which will include a fine as stated above. Once imposed, such a fine will be assessed every day and continue to accrue until compliance with the Rules and Regulations and the HOA verifies compliance.

8.5 Architectural Violations

An Architectural Review Request (see Section 8) must be submitted to the BOD prior to any exterior modifications. The following are examples of architectural violations:

- Starting any modification without prior approval from BOD
- Non-conformance with filed Architectural Review Request approval
- Non-repair or replacement of damaged items governed by HOA documents

If any of the above conditions exist, the Unit Owner will be sent a notice giving the Unit Owner thirty (30) days to submit an Architectural Review Request and correct the non-compliant work. If an Architectural Review Request is not submitted and the property modification is not brought into compliance within that time, the Unit Owner will be assessed a fine as stated above. Once imposed, such a fine will be assessed every day and continue to accrue until compliance with the Rules and Regulations is met and the BOD approves of the modification or the Unit Owner removes the non-compliant addition or modification.

Upon completion of any work for which approval from the BOD was given, the Unit Owner shall give notice to the BOD in writing or via e-mail of said completion. The BOD may cause an inspection within fifteen (15) days. If non-compliance with the approved plans is found, the BOD will notify the Unit Owner in writing within fifteen (15) days and shall require that corrective action be taken to remedy the non-compliant issues within a period of not more than ten (10) days. If the terms of the BOD are not met, a special assessment may be levied against the Unit Owner who submitted the request to correct the non-compliant items.

8.6 Unit Owner Appeals to Violations

Violations may be appealed by the Unit Owner with ten (10) days of receipt. The BOD's decision shall be final and binding.

8.7 Late Fee Policy

Unit Owners are required to pay the monthly association fee by the first of every month. Unit Owner account payments received after the fifteenth of the month receive a \$25.00 late fee penalty. Late fees are due immediately upon receipt of penalty letter. The Unit Owner has ten (10) days to submit late fee payment or additional late fees will apply.

8.8 Collection Policy

An account is considered delinquent after **45 Days** and it is then turned over to the BOD by the management company. The Unit Owner will be sent a formal notice and request for payment of all monies owed from Monroe Court's legal counsel. Failure to comply with this notice will lead to the addition of interest accrued from the date of the first late payment to the balance owed, legal fees will begin to be assessed and court action will be initiated. The BOD has a fiduciary duty to collect all monies owed in order to maintain the community's financial posture.

8.9 Grandfather Clause

Any infraction, unless otherwise regulated by the original Declaration or By-Laws, made prior to the enactment of the Rules and Regulations is hereby grandfathered. However, upon application for a Section 5407 Certificate, an inspection of the Lot will be held and said violations must be resolved by the seller within sixty (60) days of settlement.

8.10 Disclaimer

These rules and regulations address a broad range of regulations. These apply to all Unit Owners, occupants, tenants and guests. Applicable Federal and State Law or County Ordinances will prevail where in conflict with any provision of these Rules and Regulations.