

**RESOLUTION OF THE BOARD OF DIRECTORS FOR THE  
VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.  
ADOPTING A FINE & ENFORCEMENT POLICY**

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The Board of Directors (the "Board") of the Valleybrook Homeowners' Association, Inc. (the "Association") hereby certifies that the following resolution was adopted at a duly called meeting of the Board held on \_\_\_\_\_, 2024.

**WHEREAS**, the Association is governed by the Declaration of Easements, Covenants and Restrictions for the Village of Valleybrook, dated October 8, 1974 and recorded in the Delaware County Recorder of Deeds Office on November 4, 1974, in Deed Book 2519, Page 933, *et seq.*, as amended (the "Declaration"), the Bylaws of Valleybrook Homeowners' Association, Inc., as amended (the "Bylaws"), the Rules & Regulations ("Rules & Regulations") (collectively, the "Governing Documents") as well as the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §§ 5101, *et seq.* (the "Act");

**WHEREAS**, pursuant to Section 5302(a)(1) of the Act, the Board, acting on the Association's behalf, has the power and authority to adopt, amend, repeal and enforce reasonable rules and regulations as the Board may deem necessary or desirable from time to time;

**WHEREAS**, pursuant to Section 4.01 of the Bylaws, the Board is authorized to adopt and promulgate reasonable rules and regulations governing the use of the Common Areas and the Facilities;

**WHEREAS**, Section 4.01 of the Bylaws further authorizes the Board to enforce the terms and conditions set forth in the Governing Documents and to ensure Unit Owner compliance therewith;

**WHEREAS**, pursuant to Section 5302(a)(11) of the Act, the Association may, after notice and an opportunity to be heard, impose fines upon Unit Owners and take other remedial action for violations of the Governing Documents; and

**WHEREAS**, the Board has determined it is in the Association's best interests to adopt a Fine & Enforcement Policy in order to enforce compliance with the Association's Governing Documents and to provide notice to Unit Owners of the procedures to be followed in the event of any Violation(s) of the Governing Documents.

**NOW, THEREFORE, BE IT RESOLVED**, that the Association, through its duly elected Executive Board of Directors and by their signatures below, adopts the Fine & Enforcement Policy attached hereto as Exhibit "A", which shall be binding upon all Unit Owners and their grantees, lessees, tenants, guests, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Association. This policy shall become effective as of the date referenced above.

[Signature page to follow]

WITNESS, this day, our hands and seals:

**ATTEST:**

**BOARD OF DIRECTORS  
Valleybrook Homeowners'  
Association, Inc.**

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

Title: Secretary

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

Title: President

# **EXHIBIT “A”**

**FINE & ENFORCEMENT POLICY**  
**VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC.**

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**A. Compliance and Breach.**

**1. In General.**

Each Owner and resident (hereinafter collectively referred to as "Owner") within the Valleybrook Homeowners' Association, Inc. (the "Association") shall be governed by and shall comply with all the terms, covenants, conditions and restrictions of the Governing Documents as they may be amended from time to time, which documents shall include the Association's Declaration, Bylaws and the Rules and Regulations (collectively, the "Governing Documents"). The Association's Board of Directors (the "Board") shall have the power to adopt, amend and enforce compliance with all terms, covenants, conditions and restrictions of the Governing Documents and such reasonable rules and regulations relating to the operation, use and occupancy of the Units and the Property, including the right to prescribe, by rules and regulations, monetary or other penalties for Violations of the Governing Documents.

**2. Remedies for Violations.**

Upon the Violation of any of the terms, conditions, restrictions or covenants of the Governing Documents or of any policies, resolutions or rules and regulations of the Association by any Owner (hereinafter a "Violation"), the Board shall have the authority to exercise any and all remedies provided for, directly or indirectly, by the Governing Documents or as otherwise may be provided by law to enforce compliance or remedy any Violation of the Governing Documents or applicable laws, including the right to issue fines or bring a suit at law or in equity. The Association shall be entitled to recover the costs of such proceedings, including reasonable attorneys' fees, expenses and other costs incurred in connection therewith from any Owner or other person violating the Governing Documents or applicable laws.

**B. Fines.**

In addition to such other rights and remedies available to the Association for a Violation of any of the Governing Documents or applicable laws, the Association may levy fines pursuant to the following guidelines:

**1. First Violation.**

For the First Violation by an Owner, a Notice of Violation shall be mailed or emailed (if the Owner has provided written consent to receive electronic notice) to the Owner advising of the Violation and providing the Owner with fifteen (15) days from the date of mailing of said notice to remove, rectify or cure said Violation in order to avoid any resulting fines, provided, however, that if the Board determines that an existing Violation or condition is of a type or nature requiring immediate curing, or presents a threat to the health, safety and/or welfare to the Community and/or one or more persons (or would present such a threat if left unremedied for said fifteen (15) day period), the Association shall have the right to (a) shorten the fifteen (15) day cure

window (provided that the Notice of Violation sets forth the shorter period); and/or (b) if reasonably called for by the condition, take immediate action to remedy the condition, the costs of which shall be charged to the violating Owner. If the Association takes any action under clause (b) above, the Association shall still be obligated to issue a Notice of Violation to the Owner, including a description of the remedial action taken by the Association and a description of why the Association believed such immediate action was necessary. Nothing herein shall preclude the Association from contemporaneously pursuing an action at law or in equity in order to enjoin or abate the Violation if the Board determines that such course of action is appropriate. The notice is to be forwarded via regular mail to the address of the residential Lot within the Association unless the Owner has provided an alternate address for such notices in writing.

**2. Second and Continuing Violations.**

In the event that an Owner fails, within the fifteen (15) day (or other) timeframe as set forth above and in the Notice of Violation, to remove, rectify or cure the Violation(s) set forth in the notice, or in the event a second or further Violation occurs of the same type or nature within a forty-five (45) day period of the prior Violation, a fine of Twenty-Five Dollars (\$25.00) (or other such amount as the Board deems appropriate, in its sole and absolute discretion, based upon the Violation) shall be assessed against the Owner. The Second Notice of Violation and imposition of a fine shall provide the Owner with ten (10) days from the date thereof to remove, rectify or cure said Violation to the satisfaction of the Executive Board to avoid the imposition of further per occurrence or periodic fines. The Association shall provide written notice in the manner set forth above to the Owner advising said Owner of the fine and its continuing nature. The second notice may be sent contemporaneously with the imposition of the fine.

**3. Third and Continuing Violations.**

In the event that an Owner fails, within the ten (10) days set forth in the second Notice of Violation, to remove, rectify or cure a Violation, or in the event a second or further Violation occurs of the same type or nature within forty-five (45) days of the initial Violation, a fine of Fifty Dollars (\$50.00) (or other such amount as the Board deems appropriate, in its sole and absolute discretion, based upon the Violation) shall be assessed against the Owner and any such Owner shall also be subject to periodic fines until such time as the Violation has been removed, rectified or cured to the satisfaction of the Board. The fine schedule imposed by the Board shall be as follows:

A fine in the amount of Fifty Dollars (\$50.00) shall be assessed on a daily basis, or as otherwise determined by the Board, with respect to each day that the Owner fails to remove, rectify or cure a Violation following the initial ten (10) day notice period.

The Association shall provide written notice in the manner set forth above to the Owner advising them of the fine and its continuing nature. The Third Notice may be sent contemporaneously with the imposition of the fine. If, in the opinion of the Executive Board, the Owner's continuing Violation is deemed intentional, the Board may impose an individual fine in

an amount greater than One Hundred Dollars (\$100.00) or a per diem fine in an amount greater than Fifty Dollars (\$50.00) per day, in the Board's sole and absolute discretion.

**4. Repeated Violations Within Six (6) Months.**

In the event of a Violation being repeated by an Owner within six (6) months after an Owner complies with a Notice of Violation, the Executive Board will consider this Violation a continuing Violation and may assess fines as set forth above.

**C. Suspension of Owners' Rights.**

**1. Basis for Suspension.**

In addition to any and all other rights and remedies provided herein and elsewhere in the Governing Documents, the Association's Board shall be authorized to suspend certain rights and/or privileges of any Owner who the Board determines:

- a. To be delinquent in the payment of any Assessment, fee, fine, charge, expense, cost of collection, attorneys' fee or any other sum due to the Association; and/or
- b. Has failed to cure any outstanding Violation(s) of the Association's Governing Documents.

**2. Rights & Privileges Subject to Suspension**

For the period during which an Owner is deemed to be delinquent in the payment of any Assessment, fee, fine, charge, expense, cost of collection, attorneys' fee or any other sum due to the Association and/or fails to cure outstanding Violation(s) of the Governing Documents, said Owner, their residents and/or guests, shall not:

- a. Cast any vote on any matter of the Association that is presented for Owner approval;
- b. Stand for nomination or appointment to the Association's Board or any Committee of the Association;
- c. Serve on the Association's Board;
- d. Serve as an Officer of the Association; and/or
- e. Access any portion of the Property that is intended for common recreational use.

**3. Procedure for Suspension of Rights & Privileges**

The above-referenced rights and privileges of an Owner may be suspended by a majority vote of the Board. Thereafter, the Board shall provide ten (10) days written notice to the corresponding Owner, advising them of the Board's decision. The notice shall state the nature of the delinquency, Violation or Violations for which the suspension has been imposed. The notice shall also advise the Owner of their right to request a hearing to contest the suspension of their

rights and/or privileges by written request to the Board, which must be received no later than ten (10) days after the Board's issuance of the original notice.

**4. Procedure for Reinstatement of Owners' Rights and Privileges.**

If and to the extent the Board determines an Owner is no longer delinquent and has paid all outstanding Assessments, fees, fines, charges, expenses, costs of collection, attorneys' fees or any other sums due to the Association and/or has cured any previously outstanding Violation(s) of the Association's Governing Documents, the Board shall issue a notice to the Owner, advising them of the immediate reinstatement of their previously suspended rights and privileges. The reinstatement of the Owner's rights and privileges shall be effective immediately upon the Owner's receipt of said notice from the Board.

**D. Right to be Heard Procedure.**

If an Owner desires to contest the issuance of a Notice of Violation, a Notice of Suspension of Rights and Privileges or Cease and Desist letter, or the imposition of a fine (other than those Violations with respect to Assessment obligations), then the Owner shall provide written notice to be addressed to and received by the Board within ten (10) days of the mailing by the Association of the first Notice of Violation and/or cease and desist letter and/or first notice of imposition of a related fine. Such written notice should request that the Board reconsider the imposition of a fine and shall provide information supporting the reconsideration for the Board's review and/or request an opportunity to be heard by the Board. Upon receipt of the Owner's written notice, the Board shall schedule a date for the opportunity to be heard within a reasonable period of time thereafter. Once an Owner has had their opportunity to be heard by the Board, written notification shall be provided to the Owner advising of the Board's decision. The Board's decision shall be issued within thirty (30) days after having heard the Owner and shall be final and binding. If the Owner fails to provide said written notice contesting the Notice of Violation or requesting to be heard within the ten (10) days of either notice set forth above, then the imposition of any fines shall be final.

All notices to the Board under this Section shall be in writing, contain the name and address of the Owner, the street address of the residential Lot within the Association, and the name and telephone number of any and all tenants, if any, and shall be addressed as follows:

Board of Directors  
Valleybrook Homeowners' Association, Inc.  
c/o Mr. Justin Buccilli  
President  
P.O. Box 394  
Chester Heights, PA 19017

All notices to an Owner shall be sent via regular mail, postage prepaid, to the address of the Unit within the Association owned by the Owner unless an Owner has provided the Association with a written request to use an alternate mailing address. An Owner's request for the use of an alternate mailing address must be mailed to the Association at the above address.

**E. Fines, Costs and Legal Fees.**

If any fines are imposed by the Association pursuant to this policy and/or any costs and legal fees are incurred by the Association with respect to the enforcement of the Governing Documents and/or the implementation of this policy, then all such fines, costs and legal fees shall become a lien upon the Owner's property as if the same were Assessments pursuant to the Declaration. All remedies available to the Association for enforcement of payment of Assessments shall also be available to the Association for the collection of fines, correcting the Violation and enforcing the Governing Documents including, but not limited to, the reasonable costs and attorneys' fees for any action to enforce the same. The Association shall seek to collect any unpaid fines, costs and/or legal fees in a manner consistent with the Association's current Delinquency Policy. The rights and remedies granted to the Association under this Fine & Enforcement Policy shall be in addition to any other rights and/or remedies made available to the Association under the Governing Documents and/or applicable law(s).

**F. Unpaid Fines Subject to Late Fees.**

Under Sections 5302(a)(11) and 5315 of the Pennsylvania Uniform Planned Community Act, 68 PA C.S.A. §5101, *et seq.* (the "Act"), all fines levied by the Association due to an Owner's violation of the Governing Documents are characterized as "assessments". Consistent with the foregoing, any fine not paid by the date upon which such fine is due shall be subject to any late fees, late charges and/or late interest charges that would otherwise be levied upon a delinquent assessment by the Association, in accordance with the Governing Documents and the Act. Furthermore, any fines not paid when due shall be subject to collection by the Association, in the same manner as any delinquent assessment payment.

This Fine & Enforcement Policy shall be effective as of \_\_\_\_\_, 2024.

**BY: BOARD OF DIRECTORS,  
VALLEYBROOK HOMEOWNERS'  
ASSOCIATION, INC.**

ATTEST: \_\_\_\_\_

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

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