



## *Brookside Estates Homeowners Association*

### **Rules and Regulations**

#### **Association Assessments**

1. Yearly Association fees are due on the first day of March of each year, or such date as determined by the Board of Directors.
2. An account is considered delinquent if any assessment installment is not received within ten (10) days after the date on which it is due. After 30 days of delinquency, a \$25.00 per month late fee will be automatically assessed to all unpaid Association fees.
3. Association fees shall be paid in accordance with the Declaration, By-Laws, rules and Regulations and pursuant to the Assessment Collection Procedure adopted by the Board of Directors.

#### **Pets**

1. Homeowners are subject to any Borough ordinances relating to pets.
  - a. All dogs must be on a leash and under the control of a homeowner or resident at all times.
  - b. Homeowners or residents must immediately pick up and properly dispose of pet waste.

#### **General**

1. Fencing shall only be permitted in accordance with the requirements of the Declaration, which states, "No front yard may be fenced. Fencing may be of wood, PVC/vinyl fence panels, or decorative metal fence panels to include aluminum or wrought iron. Chain link fencing is not permitted. Any fencing must have a maximum height of 48 inches." All requests must be submitted for approval before starting any work.
2. Satellite TV Dishes will be permitted in accordance with the requirements of Section 207.25.104 of the Telecommunication Act of 1996.
  - a. Satellite dishes cannot be larger than one (1) meter in diameter.
  - b. Satellite dishes must be placed in the least obtrusive location; i.e., behind the home, in landscaped beds to rear or side of home, roof installation that is below the rear peak of the roof.

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- c. Satellite dishes must be located a minimum of 10 feet from the property line and from any adjoining lot.
3. No unlicensed, gas-powered vehicles, to include motorized bikes, go-carts or ATV's may be operated within the community. With the exception of landscaping equipment, no vehicles may be operated within the open space.
4. To foster a positive appearance of the community, lawns, shrubs and grounds should be maintained in good condition to keep weeds, clover, dandelions, etc. to a minimum. Grass should be cut and maintained to avoid excessive growth.
5. No boat, boat or utility trailer, motor home, house trailer, or truck exceeding three-quarter (3/4) ton capacity, shall be parked on any part of the premises. No unlicensed, uninspected, or inoperable motor vehicle may be stored on the premises or parked on any part thereof, for more than thirty (30) days.
6. All other activities and conditions must be in accordance with and pursuant to the provisions of the Declaration. These items can be located in Article VIII, Prohibited Activities (Attachment A).
7. A complaint of an alleged violation of the Brookside Estates Homeowners Association "Declarations of Restrictions, Covenants and Easements" and/or "Rules and Regulations" will be considered upon receipt of a written complaint signed by an owner. The written complaint should name the alleged violator, detail the nature and facts of the alleged violation and be sent to the Board.
  - a. In the event the Board determines, by majority vote, that an owner has violated the "Declarations of Restrictions, Covenants and Easements" and/or "Rules and Regulations", the Board will first attempt to address the matter on a confidential basis with a letter to the Owner alleged of being in violation, specifying the nature of the alleged violation and requesting correction within a specified time. A copy of the Compliance Resolution and the section of the "Declarations of Restrictions, Covenants and Easements" and/or "Rules and Regulations" will be included with the letter. The letter shall further instruct the Owner of their right to a hearing with the Board of Directors to contest the alleged violation(s) of the "Declarations of Restrictions, Covenants and Easements" and/or "Rules and Regulations.
  - b. If the violation is not corrected within the specified time, or a request for additional time submitted and approved, enforcement will proceed in accordance with the attached compliance procedure.
8. All Borough/County/State ordinances coexist with our Declarations, By-Laws and Rules

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and Regulations. These Borough/County/State ordinances are items not listed in the Brookside Estates Homeowners Association documents.

**Pools**

1. As stated in the Brookside Estates “Declaration of Restrictions, Covenants, and Easements” Article VIII, section 10, “no above-ground pools shall be placed on the premises.” For the purposes of this section, an above ground pool shall be defined as any structure, basin, chamber or tank containing an artificial body of water for swimming, bathing, diving, relaxation or recreation; with or without filtration or lighting systems; with or without a diving board, decking or adjacent facilities; having a total vertical height of twenty-four (24) inches or more and/or a diameter of five (5) feet or more.
2. This section shall not prohibit kiddie pools or wading pools, to be defined as “any structure, basin, chamber or tank containing an artificial body of water for swimming, bathing, diving, relaxation or recreation; without filtration or lighting systems; without a diving board, decking or adjacent facilities; having a total vertical height of less than twenty-four (24) inches and/or a diameter of less than five (5) feet.
3. To avoid stagnation and avoid the breeding of mosquitoes, kiddie pools must be emptied periodically. When empty, kiddie pools should be stored indoors or behind the Member’s property.

**Sheds**

1. All sheds must be approved by the Board of Directors of the Association following the submittal to the Association of a written description and, where deemed necessary by the Board, plans for the shed.
2. No shed may be larger than 150 square feet in floor area.
3. All sheds must be either vinyl sided or wood sided.
4. All sheds shall have a shingle roof that is the same color as the roof of the residence located upon the same lot.
5. The siding and trim color of all sheds must be the same as the color of the siding and trim of the residence located upon the same lot.

**Signs**

1. In addition to “For Sale” signs, Owners may display up to 5 political signs, not to exceed eighteen (18) inches by twenty-four (24) inches. Signs may be displayed no more than 30 days prior to the election and must be removed within 5 days after the election. Hand-lettered political signs are not permitted.

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**Architectural and Landscaping Changes** (Use current version of request form )

***(NOTE: All approved requests are valid for 12 months from approval date. All work must be completed within 90 days of commencement. Extensions to approval deadlines must be submitted in writing with explanations of the request for extension.)***

1. Any homeowner wishing to make any type of addition, alteration or change to the exterior of their property, including, but not limited to, such items as decks, patios, pools, lighting, large playground equipment, hot tubs, fences and the like, must, pursuant to the Association documents, file a written request with the Board of Directors for approval. The Board and Committee (if appropriate) will then follow the policies, procedures and requirement as set forth in the Association's documents.
  - a. The written request, including all documentation and specific details as required, should be submitted at least thirty (30) days prior to initiation of work to ensure that the Board and Committee have adequate time to provide a written approval or disapproval.
  - b. Work will not be permitted to commence without written approval from the Board and Committee.
  - c. The homeowner will be responsible for the entire installation (including any local building permits, if applicable), maintenance and upkeep (replacement, insurance, etc.) of the requested changes.
  - d. If a contractor is used to perform the work, a certificate of liability insurance must be submitted as part of the request.
  
2. Please review the Association's "Declaration of Restrictions, Covenants, and Easements", as this document will govern the decisions of the Board and Committee.
  - a. Review Article VIII (Attachment A) for prohibited items and construction guidelines.
  - b. Green space is reserved for natural items only as per the Declaration (i.e., trees, shrubs, etc). No permanent structures are permitted in the green space.
  - c. Landscaping (i.e., mulching, planting, etc) does not require board approval. Major landscaping projects (structural changes such as retaining walls) do require Board approval.

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3. Each homeowner will have the right to appeal the Board and Committee's decision if they so desire.
  - a. A written notification of appeal should be made as soon as possible to the Board so that time can be allocated at the next scheduled Board meeting to present the appeal.
  - b. The Board will notify the homeowner as to the date, time and location of the meeting in which the appeal is to be presented.
  - c. The homeowner should be prepared with supporting documentation (for example, detailed plans or sketches) at the time of the appeal.

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**ATTACHMENT A**

**ARTICLE VIII**  
**PROHIBITED ACTIVITIES**

**Section 1. Lot Size.** No Lot shall be subdivided, partitioned or in any other manner reduced in size. Nor shall any use be made of any Lot which is contrary to the final plan by the Borough. (This paragraph shall not effect the right of Declarant to modify its plans prior to the sale of Lots shown thereon, provided such modification shall be approved by the Borough.)

**Section 2. Lot Usage.** Any lot, other than the open space, shall be used for single-family residence only. Improvements thereof will have a minimum of finished living area of 1500 square feet, exclusive of basement, attic, garage, and storage areas. Each dwelling unit shall also have a garage with a minimum of 400 square feet, which does not have to be attached to the dwelling.

**Section 3. Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the other Lots. The decisions as to whether an activity is noxious or offensive shall be decided exclusively by the Association in such manner as it may elect to make such decisions.

**Section 4. Cutting of Trees.** No live trees shall be cut, nor shall there be any substantial destruction of natural vegetation other than by Declarant on the property without written consent from the Board of Directors. Neither Declarant nor the Association may remove or permit removal of trees in any fashion or location as to violate the provisions of any Borough Ordinance.

**Section 5. Structures.** No building, fence, improvement, or other structure shall be constructed, erected or placed on any Lot until and unless plans and specifications showing the nature, kind, shape, height, location, materials, and the like shall have been submitted to and approved in writing by the Board of Directors of the Association. All such improvements shall, as well, be subject to the applicable ordinances and resolutions of the Borough. Except for garages, as set forth above, no out-buildings or shed or the like, are permitted on the premises.

(a) No mobile homes, prefabricated homes, or trailers shall be permitted to be erected or parked on any of the premises.

(b) No mushroom-growing facilities or related facilities are permitted on any of the premises.

(c) No front yard may be fenced and any fencing must be of wood with a maximum height of 48 inches.

**NOTE: An amendment permitting sheds with certain restrictions was passed in 2003.**

**NOTE: An amendment permitting additional fencing materials was passed in 2009.**

**Section 6. Overhead Wires.** No overhead wires, including telephone, electrical, or television cables may be constructed on the property. All portions of such wires not

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located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground. No television satellite dishes may be installed or placed upon the premises.

**Section 7. Vehicles.** No boat, boat or utility trailer, motor home, house trailer in excess of 20 feet in length, or truck exceeding three-quarter ( $\frac{3}{4}$ ) ton capacity, shall be parked on any part of the premises. No unlicensed, uninspected, or inoperable motor vehicle may be stored on the premises or parked on any part thereof, for more than thirty (30) days.

**NOTE: An amendment was passed in 2004 removing the phrase, "in excess of 20 feet in length" from Section 7.**

**Section 8. Slope Control.** The existing slope or confirmation of the ground within any Lot shall not be altered by the Owner, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes, or otherwise interferes with the natural flow of surface drainage waters to the actual or threatened injury of any other lot or building, or which creates erosion or silting problems. All slope or confirmation work shall be subject to the applicable ordinances, resolutions, and regulations of the Borough as well as the plans of record with respect to this development.

**Section 9. Garbage and Refuse Disposal.** No Lot or other portion of the property shall be used or maintained as a dumping ground for rubbish. All trash, garbage, and refuse shall be placed for collection. No burning of trash, garbage and refuse shall be allowed. No materials or waste shall be stored in such manner that they may be transferred off the property by natural causes such as wind, rain, or the like.

**Section 10. Restrictions on Outdoor Decorations, etc.** No statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or placed on the property where they would be visible from any street, public roadway, or Common area without prior approval from the Board of Directors. No above-ground pools shall be placed on the premises.

**Section 11. Signs.** Except "For Sale" signs, no signs shall be placed on the property for public view except by Declarant or with written approval of the Board of Directors of the Association.

**NOTE: The Brookside Estates "Rules and Regulations" were modified in 2007 to permit display of political signs with some exceptions.**

**Section 12. Uses.** No Lot shall be used for any commercial, industrial, or other non-residential use, nor shall any Lot be used for other than single-family purposes