



brintonstation@gmail.com
Brinton Station HOA
P.O. Box 72567, Thorndale, PA 19372

TO: Brinton Station Homeowners
FROM: Brinton Station Homeowners Association Board
DATE: April 2020
REGARDING: Proposed Amendments to Declaration of Covenants, Conditions & Restrictions and a Property Maintenance Resolution to be adopted by the HOA Board

The Board proposes the following amendments to the Declaration of Covenants, Conditions & Restrictions of the Brinton Station Planned Community ("Declaration") recorded August 3, 2000, in the Chester County Office of the Recorder of Deeds.

The **text in red was approved by the community during the annual meeting held on April 19, 2019.** Proposed text for amendments for 2020 are underlined and bold.

PLEASE TAKE TIME TO READ THIS DRAFT. Your comments should be sent to brintonstation@gmail.com or mailed to Brinton Station HOA, P.O. Box 72567, Thorndale, PA 19372 on or before June 1, 2020, so that arrangements can be made to act on the proposed amendments.

PROPOSED AMENDMENTS TO THE DECLARATION, ARTICLE XI:

SECTION 11.A. Use Restrictions

2. No Unit Owner or Occupant of any Lot shall carry on or permit to be carried on, any practice on the Lot or Unit which unreasonably interferes with the quiet enjoyment and proper use of another Lot or the Community Facilities by the Unit Owner or the Occupant of any other Lot, or which creates or results in a hazard or nuisance on the Property.

4. Each Unit shall be maintained by the Owner or Occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations which are applicable hereunder or under law. Maintenance, repair, and replacement include and is not limited to Lot, driveways, and streetscape. In the event that defined areas are not so maintained, the Association shall have the right to enter upon the Lot to remediate these areas after giving the Unit Owner at least 15 days prior written notice to cure any such maintenance problems or deficiencies. In the event the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the Unit Owner for the actual cost of such maintenance and any incidental expenses incurred in performing or arranging for the performance of such maintenance. The Association, by its Board of Directors, shall have the right to establish Rules and Regulations governing the maintenance of any Lot.

10. No motor vehicle, including but not limited to, **All Terrain Vehicles (ATV)**, mini-bikes, snowmobiles and motorcycles, or other unlicensed motor vehicles may be driven on the



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Property, Community Open Space, or Trails (other than on public streets and driveways) by any Owner, Occupant or Guest.

11. No outside or free-standing TV, radio, short wave or similar aerial or antenna shall be erected or maintained, unless approved and agreed to by the Board of Directors. Approval shall not be unreasonably withheld, consistent with preservation of aesthetics within BRINTON STATION PLANNED COMMUNITY and as guided by the Federal Telecommunications Act as amended.

12. No Unit Owner shall permanently house or maintain any dangerous animals or wildlife as more fully described in the laws of the Commonwealth of Pennsylvania. No fowl or poultry shall be raised or kept and no kennel, permanent or temporary, shall be erected or maintained on any Lot. All restrictions provided for herein shall be in addition to any restrictions contained in the East Fallowfield Township Ordinances.

14. No fencing shall be installed upon any Lot with the exception of post and rail with or without non-obtrusive chicken wire and not to exceed a height of four feet (4') with **approval of the Board of Directors. The Board of Directors may grant approval of a wrought iron-style fence (vinyl, aluminum, or iron), to be used to fence residential pools, the height and spacing of pickets for same shall meet all the requirements related therein of the International Building Code, Pennsylvania Uniform Construction Code, and East Fallowfield Township Code as amended. No fencing will include the installation of ornamental tops.** No temporary or permanent kennel structures for the breeding or boarding of dogs shall be erected or maintained on any Lot, nor shall any animal be housed or raised within a fenced enclosure, permanent or temporary, on any Lot.

16. Leasing. No Unit Owner shall be permitted to lease his or her Unit unless such Unit Owner has complied with the relevant provisions of this Amended and Restated Declaration. All leases must be in writing for a term not to be less than one year and approved by the Board of Directors which approval shall not be unreasonably withheld or delayed. Each Unit shall be occupied by no more persons than the maximum permitted by law for the Unit.

end of proposed amendments

PROPOSED MAINTENANCE RESOLUTION TO BE ADOPTED BY BOARD

ARTICLE XII, Compliance and Default, Section 12.A.2. provides that the Board of Directors shall have the power to adopt, amend and enforce compliance with all reasonable rules and regulations consistent with the provisions of the Declaration. The Board proposes adoption of the following maintenance resolution:

Resolution 2020-01

WHEREAS, Brinton Station Homeowners Declaration of Covenants and Restrictions, SECTION 12.A.2 Compliance and Default, provides for the adoption of Rules and Regulations by the HOA Board of Directors in accordance with the terms of the Declaration; and



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WHEREAS, Rules and Regulations adopted by the Brinton Station Homeowners Association Board of Directors shall apply to all members of the community.

NOW THEREFORE BE IT RESOLVED THAT the Brinton Station Homeowners Association Board of Directors hereby approves the following fees and compliance procedures regarding property maintenance:

A notice of violation shall be served upon the Unit Owner or Occupant in the following manner:

- a. By hand delivering the maintenance notice to an adult member of the household or other adult in charge of the Unit.
- b. By mailing the notice of violation to the legal address of record by first class mail, return receipt requested.

A person in receipt of a notice of violation shall have 15 days from the date of the notice to take corrective action.

Failure to take corrective action shall result in the imposition of the following fines/fees:

- b. For the first offense of a violation within a calendar year, the fine shall be \$25.00.
- c. For the second offense of a violation within a calendar year the fine shall be \$50.00.
- d. For the third offense of a violation within a calendar year the fine shall be \$100.00.
- e. For the fourth offense of a violation within a calendar year the fine shall be \$300.00.

Enacted and resolved this _____ day of _____, 2020. This resolution shall take effect immediately.

BRINTON STATION HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

