The Crossings at Rocky Springs Condominium Association

Updated Unit Owner's Packet

Revised and amended on October 1, 2024

The Crossings at Rocky Springs Condominium Association (hereinafter the "Association") is located in West Lampeter Township, Lancaster County, Pennsylvania. The Association ~~Crossings~~ is a planned uniform community consisting of 180 units and has amenities such as a clubhouse with an indoor swimming pool and a fitness training area, a tennis court, walking trails and common open space. All Unit Owners are members of the Association, which has been organized as a Pennsylvania non-profit corporation, and have equal percentage interest (1/180th).

The Association is governed by an Executive Board of Directors (Executive Board) who have all of the powers and duties necessary for the administration of the affairs of the Association. Also, as required in the Bylaws of the Association, the Board shall select and employ a property management company, who shall be its principal agent in the management of the Association. The Board has retained Woo-Cat Martin Community Association Management as their Property Manager. Their contact information is as follows:

The Crossings at Rocky Springs Condominium Association, Inc.
c/o: Woo-Cat Martin Community Association Management LLC
PO BOX 159, Pequea, PA 17565
Phone: (866) 897-7592
Email: Support@WooCatManagement.com

The governing documents of the Association are as follows:

- Planned Uniform Condominium Act
- Declaration of Covenants, Easements, and Restrictions
  - Signed April 4, 2002
  - Recorded April 10, 2002
- Articles of Incorporation
  - Signed April 8, 2002
  - Filed April 11, 2002
- Declaration of Condominium
  - Signed December 11, 2002
  - Recorded January 1, 2003
- First Amendment to the Declaration of Condominium
  - Signed June 3, 2003
  - Recorded June 4, 2003
- Community Bylaws
  - Amended March 27, 2013
- Various Documents

The above list of governing documents contains the necessary information pertaining to ownership, maintenance, and upkeep of the Association. These documents (excluding the Planned Uniform Condominium Act) are posted on "The Crossings at Rocky Springs HOA" website (www.tcars.info) for Unit Owner reference. All decisions regarding the Association are governed by these documents.

The Governing Documents listed above are recorded in the County Courthouse in Lancaster, Pennsylvania and copies can be obtained either through the courthouse or by contacting the Property Manager. It is noted, though, that the Unit Owner is solely responsible for all expenses associated with obtaining these documents.

The attached Community Rules & Guidelines include various policies adopted by the Board since the inception of the Association. From time to time, as the rules and guidelines are amended or added, those additions are required to be added to this packet and the Unit Owners notified accordingly. Further, this packet of information is to be transferred by the Owner to the subsequent Unit Owners and Renters.

Note: If there are any conflicts discovered between this Unit Owner's Guidelines Packet, the governing documents will rule, which are the Declaration of Condominium, the Declaration of Covenants and Easements, and the Amended Community Bylaws.

This Updated Unit Owner's Packet has been adopted by the Executive Board effective October 1, 2024.

_____ *Jim Casill, Executive Board President*

Definitions:

Association

"ASSOCIATION" or "UNIT OWNERS' ASSOCIATION." The unit owners' association organized under section 3301 (relating to organization of unit owners' association.

Executive Board of Directors (Board)

"EXECUTIVE BOARD." The body, regardless of name, designated in the declaration to act on behalf of the association.

Property Manager

The Management company hired by the Board to care for the legal, financial and physical property in all phases.

Unit

"UNIT." A portion of the condominium designated for separate ownership, the boundaries of which are described pursuant to section 3205(4) (relating to contents of declaration; all condominiums).

Unit Owner

"UNIT OWNER." A declarant who owns a unit, a person to whom ownership of a unit has been conveyed, or a lessee of a unit in a leasehold condominium whose lease expires simultaneously with any lease the expiration or termination of which will remove the unit from the condominium. "Unit owner" does not include a person having an interest in a unit solely as security for an obligation. "WITHDRAWABLE REAL ESTATE." Real estate that may be withdrawn from a flexible condominium.

Residents

RESIDENTIAL TENANT" or "RESIDENTIAL SUBTENANT." A tenant or subtenant, respectively, who is a natural person lawfully occupying real estate for residential use.

Lessee

Individuals living within a Unit under a Lease contract with the Unit Owner, under a Board approved Lease.

Common Elements

"COMMON ELEMENTS." All portions of a condominium other than the units.

Limited Common Elements

"LIMITED COMMON ELEMENT." A portion of the common elements allocated by or pursuant to the declaration or by operation of section 3202(2) or (4) (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.

The Crossing at Rocky Springs Condominium Association

Community Rules & Guidelines
(Amended October 1, 2024)

A. Rules and Guidelines management

1. The Declaration of Condominium, Article VIII, Item M states "Reasonable rules and regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such rules and regulations. Copies of the then current rules and regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such rules and regulations or any amendments thereto."

B. General Use requirements

"General Use" of the community is defined in the Declaration of Covenants, Deeds and Restrictions, Use Restrictions, Articles I, II, III & IV, and Declaration of Condominium, Article III, IV, VI & VIII.

C. Ornaments

1. No ornamentation is permitted on the exterior of any unit, common element or limited common element structure.

2. Flowerpots are restricted to patios, decks, stoops, and the common area on either side of the driveway at the garage door – with the understanding that placement may not infringe upon mowing or maintenance.

3. Seasonal decorative items may be placed on patios, decks, stoops, and the common area beside the driveway on either side of the garage - with the understanding that placement may not infringe upon mowing or maintenance. (These items must be removed when notice is given for mulching. Failure to do so may result in a fine.)

4. Seasonal door decorations such as wreaths may be displayed.

5. Windows (Inside) – Clear (white) candle lights may be displayed in the windows all year.

6. Shepherd hook policy for plant display:

    a. A maximum of two single hook shepherd hooks is permitted per unit. If the Unit Owner chooses to have a double hook shepherd hook, the maximum is one hook per unit. These hooks shall only be placed in the rear of said unit, in the patio area. The hooks shall be placed only in the mulched area. The hooks must be a maximum of 4'-5' in height. Hooks must be made of wrought iron, in neutral earth tone colors. Only live plants and flowers may be hung from hooks. No artificial plants or flowers, bird houses, bird feeders, flags,

ornaments, etc. may be hung from hooks.

b. No shepherd hooks of any size are permitted in the front or along the side of any unit.

D. Holiday Decorations

1. Christmas lights and decorations may be displayed from November 15 to January 15.

2. Halloween exterior ornamentation and /or free-standing outdoor lighting may be displayed on the stoop. Flowerpots and pumpkins may be displayed in the common area on either side of the driveway with the understanding that placement may not infringe upon mowing or maintenance. Halloween decorations may be displayed from October 1st until November 5th.

3. The following items may be used without written consent from the Executive Board. All other items must be submitted to the Property Manager for approval before using:

    a. Shrubbery – Clear (white) or multi-colored mini lights may be used to decorate the shrubbery around the unit. The lights must be solid and not flash or blink. Electric wiring cannot cross the walk and must be run along the base of the door when necessary.

    b. Windows (Outside) – Sprays of natural greens or in a natural green color may be placed on the windowsills. Either one large spray between the windows or two smaller sprays in each window. Sprays must be mounted with string or floral wire that the closed window can hold. Nails and staples are not permitted on any exterior surface.

    c. Lamppost – Sprays, garlands, and wreaths not exceeding 16" in diameter of natural greenery or green in color may be used to decorate the lampposts. No nails, staples, etc. may be used.

    d. Front Doors – Seasonal decorations such as wreaths may be displayed on the door. Clear (white) spotlights (no colors permitted) may be positioned to shine on the stoop only. Electric wiring cannot cross the walkway and should be covered by mulch as much as possible.

    e. Door Stoop – Freestanding decorations (with or without lights) may be displayed on these areas. The decorations must provide ample room for entrance/exit (i.e., fire and rescue personnel).

    f. No nails, staples, etc. may be used to secure any decorations.

E. Nails and Other Forms of Attachments to Structures

1. The Declaration of Condominium, Use Restrictions, Article VIII, Section 8.1, E, applies:

    a. "Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building or on the property and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior wall or roof or any part thereof."

    b. "No holes or attachments of any kind are permitted on any exterior surface of any Common Element including, but not limited to, drivit, siding, soffit, fascia, gutter, Common Element posts,

entryway support structures (including ceilings) or privacy fences. Failure to comply with this restriction will result in financial responsibility by the Unit Owner to repair/restore the surface affected."

F. Flags/Flag Poles

1. No flags or flagpoles shall be permitted in the common elements or any exterior portion of the property. An American flag, a Pennsylvania flag, or a Military flag (Army, Navy, Air Force, Marines, Coast Guard, Space Force and POW-MIA) may be displayed in accordance with 4 U.S.C. §§ 4-10 and Senate Bill 82, unless otherwise designated by the federal, state or local government.

2. Except for flags located within the Unit, the only approved location for the display is attached to the exterior light post. The base of the flagpole should be approximately 5 feet from finished grade. No flag is to be larger than 3 feet by 5 feet. No sport game flags, racing flags, garden flags or other flags may be displayed without written consent of the Association.

3. Any Unit Owner who has previously attached any flag mounting bracket to the common elements and/or exterior of any building must immediately remove and repair any damage. Unit Owners will be held responsible for any damage caused by any mounting bracket.

4. One seasonal garden flag is permitted in the mulched area in the front of the Unit.

G. Tarps/Covers

1. No tarps are permitted on exterior surfaces of units with the exception of those used on grills, patio furniture and air conditioning units. When used for these specific instances, they should be a solid color harmonious to the exterior of the building.

H. Storage Structures/Containers

1. No exterior storage structures/containers are permitted on common elements. In addition, items normally used on patios, decks and stoops may not be stored on these areas.

I. Rear Screened-in Porch additions

1. Approval
    a. Architectural & Landscape Committee review (Appendix 1) and Board approval.

    b. An approved West Lampeter Township Building/Zoning permit is required. All Township construction procedures and codes for installation are to be followed. A copy of the approved Permit is to be submitted to the Property Manager prior to project start.

    c. A PA-1 contact (utility line identification) is required if any soil disturbances are required.

2. Installation

    a. Installation is to be done by a licensed and insurance bonded contractor. A copy of the contractor's Certificate of Insurance must be attached to the Architectural & Landscaping Request (Appendix 1).

b. Any disturbance of existing Common and/or Limited Common lawn or landscaping areas during construction must be returned to pre-construction conditions.

3. All Screened-in Porches are deemed Limited Common Elements.

J. Outdoor Burning

1. Reference to Article VIII, Use Restrictions, Section 8.1, Use and Occupancy of Units and Common Elements, Subsection D of the Declaration of Condominium – "Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without prior written permission of the Executive Board, which consent may be conditional upon the Unit Owner of such Unit being required to bear the full amount of the increase."

2. Chimineas, Fire Tables (propane fueled), and Gas-burning grills are permitted with the following conditions:

   a. No chiminea, fire table or gas grill may be operated within a screened-in porch or under a deck.

   b. If a fire table or grill is stored on a screened-in porch, the propane tank must be removed.

   c. Chimineas, fire tables and gas grills must be kept a minimum of 2' from any Limited Common or Common Element surface when in use.

3. Wood-burning fire pits and pellet-fueled devices are not permitted.

4. Using a grill in the garage is not permitted.

K. Patio extensions / Chiminea & grill pad additions

1. No new deck or patio extensions nor grill pads are permitted within the Community unless permitted by the Township.

L. Signs

1. Temporary Signs
   a. Any sign that relates to an election, vote or referendum shall be removed within 7 days after such an event; Maximum permitted number of such signs – Two sign faces per candidate or issue per lot or dwelling unit, per street frontage; Maximum permitted sign area (per sign) – 6 square feet."

   b. Note: No other signs are permitted unless approved by the Executive Board.

   c. Please note the following clarifications:

      a. Limit of two (2) signs per Unit.

      b. Signs to be placed in front or side of the Unit facing the street.

c. Signs are permitted only in the mulched area adjacent to the Unit wall.

d. Signs must be posted on stakes. They may not be taped, stapled, etc. to any exterior surface of the Unit or any fixture including, but not limited to, light post or fence.

e. Signs may not be put up prior to thirty (30) days before an election.

f. Signs must be removed within seven (7) days after an election.

g. Temporary signs for direction and identification purposes for birthday parties, yard sales, open houses and similar events may be placed no sooner than 24 hours prior to the event. All signs must be removed within 24 hours after the event.

2. Real Estate Signs
    a. Homeowners may place a real estate sign in the grass adjacent to the street.

M. Pets

1. Per Article IV, Section 13 of the Decoration of Covenants, Easements and Restrictions states the number of pets per unit is limited to two (2) over six months of age.

N. Solar Lights

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval. Submission must include a placement drawing of proposed lights.

2. Lights must be placed only in an existing mulch bed next to the sidewalk from the driveway to the front entryway/stoop. No path lights may be placed in the grass area. Lamps must be white/clear. No colored or cylinder type lights permitted.

3. Guidelines:

Color:	Black
Height:	12” to 14” (from point of entry into ground to top of light)
Distance Apart:	Minimum of three (3) Feet

4. Please include a photograph of the proposed lights with the Architectural & Landscaping Request Form.

O. Roof Vents / Solar Tubes

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval.

2. Any maintenance to the roof vent/ solar tube is the responsibility of the Unit Owner.

3. Any damage to the Unit caused by the roof vent/ solar tube is the responsibility of the Unit Owner. The Association will not accept responsibility for damage caused by the roof vent.

4. When and if permanent removal is required, all costs associated with the removal along with any damage to the building will be borne by Unit Owner. Any removal area must be restored to original condition.

P. Front Storm/Screen Door

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval.

2. The following criteria apply for installation of a storm door:

Door:	Full view screen door
Color:	Door color must match existing front door or trim color
Hardware:	Hardware is to match existing brass

3. Doors must be installed by a professional contractor. Contractor insurance forms must be filed with the Property Manager.

Q. Awnings

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval.

2. It may be necessary to submit plans to West Lampeter Township for ~~their~~ approval. Once the approved permit is received from the township, please submit a copy to the Property Manager.

3. The awning must be always maintained in an operable and acceptable condition.

4. Any maintenance to the awning is to be the obligation of the Unit Owner and all future owners.

5. Any damage to the unit, surrounding buildings or common area is the responsibility of the Unit Owner.

6. When permanent removal is required, any cost associated with the removal along with any damage repair to the building will be assessed to the Unit Owner. Any removal area must be restored to original condition.

R. Satellite Dish

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval.

2. In order to be in compliance with FCC Regulations relevant to Over-the-Air Reception Devices, the Association has adopted the following:

    a. A “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service including direct-to-home satellite service or to receive or transmit fixed wireless signals via satellite.

b. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

c. Satellite dishes are not permitted to be attached to any exterior wall, common element or to the roofs of the Association.

d. In addition, antennas covered by the rule may be mounted only on "masts" not to exceed the height of three feet.

e. The number of dishes per unit may not exceed two.

3. All satellite dishes must be screened by using ARC approved plantings so as to not negatively impact the aesthetics of the community.

S. Landscaping

1. Landscaping maintenance
    a. The Property Manager, through the Executive Board-approved Contractors, shall maintain all Community Common Areas and Limited Common areas.
        - The Landscaping Contractor shall service and maintain all mulched areas, and trim all grass, plants and trees in the front area of each Unit, as well as along the side areas of each end Unit.
        - The Maintenance of the rear of the Unit is the Owner's responsibility. The Landscaping Contractor will not maintain nor trim plantings in mulched beds in the rear of the Units, nor from the fireplace to the rear of the Unit. In the case of a Unit without a fireplace, the Landscaping Contractor will be responsible for the entire side of each end Unit.
    b. Unit Owner responsibility
        - The Unit Owner is responsible for the planting, if desired, and/or maintenance of the plantings within the mulched beds at the rear of their Unit.
        - As noted in the following, Unit Owners may request additional plantings and these approved plantings will be maintained by the Unit Owner.
        - In the event that the Owner does not do the required maintenance, the Property Manager will direct the Landscaping Contractor to do the required work, and the cost will be charged to the Unit Owner.
    c. Any use of outside Landscape services by the Unit Owner must be requested via a submitted Architectural & Landscape Request and obtain Executive Board approval.

2. All landscape changes (trees, shrubbery) require approval by the Executive Board. All requests for a change must include:

    a. A completed Architectural & Landscape Request Form (Appendix 1).

    b. Drawing or diagram showing placement of new plantings and dimensions of requested additional mulch beds in relation to existing mulched beds and with structure.

    c. Names of desired plantings and the sizes at maturity.

d. If the request is for removal of plantings, the plants must be identified by name and location as well as rationale for removal.

3. No landscaping changes can be approved that interfere with established easements and storm water management areas. The West Lampeter Township Storm Water Ordinance of 2009 must be adhered to.

4. Non-woody flowering plants and herbs may be maintained in existing foundation and perimeter mulched beds at the Unit Owner's discretion but are the responsibility of the Unit Owner to maintain.

5. Per Article IV, Section 15 of the Declaration of Covenants, Easements and Restrictions states the following:
   a. "The landscaping of any Residential Lot shall be designed and constructed in keeping with the residential character of the Development and the design of the dwelling constructed on that lot."

   b. "All landscaping shall be maintained and pruned regularly to provide an aesthetically acceptable environment."

   c. No hedge shall exceed four (4) feet in height; provided, however, that this height restriction may be reconsidered, following the A&L approval process.

   d. Overgrown shrubs on the rear of the Unit that are unkempt, unsightly and/or cause a potential security threat (as a place for a prowler to hide) must be trimmed by the Owner. If not properly cared for, the Management Company will direct their Landscaper to take corrective action and the Unit Owner will be charged for this work.

T. Unit Structural Changes

1. Requires Architectural & Landscape Committee review (Appendix 1) and Executive Board approval.

2. ~~No~~ Do-it-yourself structural changes are not permitted to the Common Element of any Unit.

3. All required West Lampeter Township permits are the sole responsibility of the Unit Owner and are to be provided to the Property Manager prior to project start.

4. All structural changes that require replacement/addition of siding must specify the following:

   a. Siding
      - Manufacturer: Mitten

   b. Siding Style:
      - Southern Beaded

   c. Siding Color:
      - Bone

5. All replacement windows, window trim, vinyl post covering, gutters and/or downspouts must match style, size and color of current product in place.

6. All approved structural changes are the ~~total~~ responsibility of the Unit Owner and all future Owners. THIS STIPULATION MUST BE WRITTEN INTO ANY SALES AGREEMENT. The Association has

no liability for care and/or maintenance of these changes. ~~exc~~. If the Association is required to perform maintenance due to failure of the Unit Owner to do so, the work will be done at the discretion of the Executive Board and the charges billed to the Unit Owner.

7. A copy of any and all permits and the subsequent Use and Occupancy Lot Permit shall be submitted to the Property Manager for each project to be placed in the Unit Owner's property file.

U. Utility Services

1. No obstructions may be placed at/on public utility services areas, such as electric and gas.

2. No materials or equipment may be placed in areas that blocks or delays access to utility service units in case of emergency.

3. No plantings are permitted that obstruct utility meters, etc.

V. Parking

1. The intent of this policy is to provide a safe and attractive community for all its members regarding the parking of cars. Designated parking spaces have been so marked on the pavement and minimal signage has been placed in appropriate locations as depicted on the plan entitled "Parking and Vehicular Safety Study" prepared by RGS Associates and dated September 8, 2009. To insure safe passage for all vehicles, especially large service and emergency vehicles, parking is limited to the areas as delineated on the noted plan. It is noted that the Township approval for our community requires driveways and garages be included in the allocated parking spaces.

2. Regular Parking Policy:

    a. Each Resident is encouraged to use their driveway and garage for their personal parking.

    b. Both the cul-de-sacs and on-the-street designated parking spaces are intended for temporary and guest parking. When utilized, cars are to be headed in the same direction as traffic flow.

    c. Parking in designated parking spaces is limited to a three-day maximum. This limitation is to ensure adequate parking for guests, delivery and service vehicles. It is the intent of this policy to not allow vehicles to be moved from one parking space to another so as to exceed the three-day time duration. However, exceptions to this policy may be addressed by the Executive Board on an individual basis.

    d. No parking on sidewalks, curbs or in front of mailboxes.

    e. Compliance with all applicable PennDOT regulations is required. All vehicles must be registered, display up-to-date inspection stickers and be in good working order.

    f. Parking of any commercial vehicles, buses or similar vehicles on the public streets of the Development is prohibited, except for loading and unloading

(Declaration of Covenants and Easements, Section 17, Page 10).

g. No parking permitted in any grassed common element.

3. Inclement Weather Emergency Parking Restrictions:

   a. During an inclement weather event, common sense should be exercised by Residents, whether driving or walking in the community, especially when snow or ice is prevalent on streets and sidewalks.

   b. Parking restrictions will be necessary during and after now events within the Crossings at Rocky Springs. The Executive Board will be responsible for declaring a snow emergency via a phone blast and/or email notification from the Property Manager to all Residents thus enacting the emergency parking restrictions.

   c. During a declared snow emergency, parking will be restricted to garage and driveways for all streets in the Community. All Unit Owners are provided with a minimum of two off-street parking spaces (garage and driveway) and will need to make use of these during the emergency period.

   d. After being notified by the Property Manager, emergency parking restrictions will immediately go into effect and remain in effect until the end of the snow emergency. The phone blast and/or email notification will provide specific information and directions for parking during a snow emergency event. An additional phone blast/ email notification from the Property Manager will notify the Residents of the closing of this emergency parking event.

   e. Residents which exceed the number of vehicles which an be accommodated by the Unit's off-street parking spaces will need to find appropriate, legal parking. Some spaces are available in the cul-de-sac circles and Clubhouse parking area. Residents may also seek neighbor's driveways which are not being used to accommodate these extra vehicles, as well as other off-site locations.

   f. These restrictions may impose hardships or inconveniences, but they are necessary for safeguarding everyone's safe passage, especially for any emergency situations which would require emergency vehicle access.

   g. As to intent, these parking restrictions will make snow removal a more efficient procedure. Cooperation from all residents is absolutely necessary. Violators will be held responsible for their actions if these restrictions are not followed.

4. Parking Violation Fines:

   a. First Offense: Letter sent to the Unit Owner alerting them to the parking violation with the requirement for the vehicle to be moved within 24 hours.

   b. Second Offense: A fine in the amount of $150.00 and sent a "Notice of intent to tow this vehicle in a subsequent event".

   c. Third Offense: A fine in the amount of $500.00 plus the cost of the vehicle towing at

Unit Owner's expense.

d. Subsequent Offenses: Vehicle towed at the Unit Owner's expense plus a fine of $500.00 and appropriate Legal actions.

5. Enforcement:

a. The Property Management and/or the Executive Board will be responsible for administering all aspects of this policy including fine assessment. (This Parking Policy was adopted by the Executive Board on December 21, 2010 pursuant to its authority under Article VII, Section 8.1M of the Declaration of Covenants, Conditions and Restrictions, Crossings at Rocky Springs Home Owners Association, which permits the Executive Board to adopt appropriate rules and policies relating to parking of vehicles within the development.)

W. Rules Violation Fines and Rules Enforcement

1. Whereas the Condominium Association has a Declaration of Restrictions that bind the Unit Owners to certain obligations and restrictions in order to maintain property values and quiet enjoyment of the property, and the Declaration and Pennsylvania Uniform Condominium Act empowers the Executive Board of Directors to create reasonable Rules and Regulations in order to enforce the Declaration, Bylaws, and the Act, and as Article VIII, Section M and Article IX, Section D of the Declaration of Restrictions states that the Executive Board of Directors shall have the right to enforce the rules against any Unit Owner violating them and shall recover attorney's fees that result from any court action involving rules enforcement, the Executive Board has therefore resolved that the Property Manager will enforce said Declarations of the community with the following procedure:

a. The Property Manager will conduct periodic unannounced inspections of all Limited and Common Areas.

b. In order to initiate the rules enforcement process, a Unit Owner, Property Manager or Member of the Executive Board must state in writing to the Executive Board of Directors any rule violation they observe and/or encounter.

c. Although the person making the complaint must be identified in the memo, e-mail, letter or other written document, the identity of this person will remain anonymous.

d. All fines and costs related to rules enforcement will carry the same weight as Common Expense fees and shall be considered a lien against the violating Owner's unit. Collection of fines shall be enforceable in the same manner as collection of common expense assessment fees.

2. The process of notification of Rules violations and fines shall be as follows:

a. First Offense: Letter sent to the Unit Owner alerting them to the violation.

b. Second Offense: A fine in the amount of $150.00.

c. Third Offense: A fine in the amount of $500.00.

d. Subsequent violations will result in additional $500.00 fines and appropriate Legal actions.

3. Per Article VIII, Section M and Article IX, Section D of the Declaration of Condominium, the Executive Board shall have the right to enforce the rules against any Unit Owner violating them and shall recover attorney's fees that result from any court action involving rules enforcement.

4. All fines and costs related to Rules Enforcement will carry the same weight as Common Expense fees and shall be considered as a Lien against the violating Owner's unit. Collection of fines shall be enforceable in the same manner as collection of common expense assessment fees.

5. The Executive Board may also enforce collection of a violation through legal action. All legal and court costs related to said action shall be charged to the Unit Owner's account and shall be considered collectible in the same manner as common assessments.

6. Any violation of the Declarations, Bylaws or these Rules and Guidelines is considered in the Executive Board's sole opinion to be a real threat to the health and/or safety of any member of the public, or constitutes a nuisance or interference with the quiet enjoyment of any other Unit Owner, may be immediately corrected by the Executive Board or the Property Manager. An attempt will be made to contact the Unit Owner prior to corrective action being taken, but the Executive Board is under no obligation to do so. Any costs of construction, administration, legal enforcement or other Executive Board authorized activity required to abate the hazardous condition will be charged back to the Unit Owner and is collectible in the same manner as common assessments.

7. Any similar violation within a 24-month period shall be construed as a repeat violation subject to the next level of enforcement procedures.

8. The purpose of the enforcement of Community rules requires the cooperation of all Residents who are expected to comply with the rules to the benefit of the entire community.

X. Unit Leasing Guidelines

1. The Declaration of Condominium, Article XII, Leasing, Section 12.1 states:
"A Unit Owner may lease their Unit (but not less than the entire Unit) at any time and from time to time with the approval of the Executive Board. The Executive Board may not approve a proposed lease agreement if such approval will result in either: (A) 30% or more of the units in the condominium are leased, or (B) 10% of the units that are leased are owned by the same person. Additionally, a lease may only be approved provided that: (1) no unit may be leased for transient or hotel purposes or for an initial term of less than six months; (2) no unit may be leased without a written lease; and (3) the rights of any Lessee of the unit shall be subject to, and each lessee shall be bound by the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct lessee of a unit to pay any Common Expense assessments on behalf of the Owner of the unit."

2. Clarification

a. Written request for the Lease of any given unit must be submitted to the Executive Board

prior to occupancy.

b. A copy of the written Lease must be submitted to the Executive Board along with documentation that all aspects of the lease are properly covered.

3. The Unit Owner must supply the Lessee with a copy of the Bylaws and Rules and Regulations and monitor/ ensure compliance.

4. The Lessee must sign a statement that they have been made aware of the Bylaws and Rules and Regulations and understand that they are liable for compliance.

5. Unit Owner is ultimately responsible for any violations and/or fines that Lessee may incur.

6. A sample lease can be obtained from the Property Manager.

W. Clubhouse Use and Rules

1. The Clubhouse is defined in the Declaration of Condominium for the Crossings at Rocky Springs (2002) as a Reserved Common Element. From Section 5.3 it is established that all Unit Owners, or Unit Owners and residents, or non-owner residents (21 and over), or guests accompanied by an Owner, Owner's resident, or non-Owner resident may have use of the Clubhouse.

2. Use of the clubhouse and its facilities by residents and their guests is encouraged. Common sense and respect for the property and others when using the facilities is a must.

3. The following Guidelines have been set by the Board to ensure a clear sense of what is expected by those who use the facility:

    a. If not renting the clubhouse, any small group gathering is expected to share the facilities with others. Renters have exclusive use of the main floor of the clubhouse and have priority over non-rental use. Specific information regarding the rental is available in the clubhouse or online at the Crossings Community website: www.tcars.info.

    b. Meetings, community events and other small group gatherings shall clear usage with the Property Manager. Do not enter any event on the calendar. The Chair of the Clubhouse Committee or a designated member of that committee will do so.

    c. For reference, a Resident is defined as a person living in a home unit, an adult (21 or over) and the primary occupant of a Unit within the Crossings at Rocky Springs.

    d. Groups using, but not renting the clubhouse facilities, are limited to ten (10) or fewer people for the activity. Having more than ten (10) attendees will require a rental fee.

    e. Scheduled community events/times are exempt from rental fee.

    f. Smoking is not permitted in the clubhouse or clubhouse area.

    g. Absolutely no alcoholic beverages are permitted in the Clubhouse or Clubhouse area, without prior approval of the Executive Board.

h. The use of lighted candles or any open fire items other than candles on a cake are prohibited.

i. Entry cards may only be used by Unit Owners who are current on their Association Dues.

j. No pets are allowed in the building, except for service animals.

k. If using any of the facilities, the user shall leave the community rooms as follows:

- The furniture shall be left in its original location.
- All items are to be removed from the refrigerator.
- All trash shall be removed from the property and shall not be disposed of in the clubhouse waste baskets.
- All doors and windows shall be locked.
- All lights turned off when leaving the building.
- No tape of any kind or tacks are to be used. Nothing may be hung from ceilings, walls or windows.

l. Users of the clubhouse and pool area shall, at all times during occupancy, provide adult supervision for all minors at a suggested ratio of 1 adult to 6 minors under the age of 10, and 1 adult to 10 minors over the age of 10.

m. Users shall vacate the clubhouse promptly by 10:00 p.m. and shall not loiter within or about the premises or the parking lot.

n. The Unit Owner or Tenant shall be present in the Clubhouse while it is being used and shall provide adequate supervision at all times.

o. Loud noise or music shall not be permitted to leave the clubhouse.

p. If serving food or drink, tables must be covered and the Unit Owner or Tenant is responsible for removing all traces of such before leaving the clubhouse.

q. No food or drink is permitted in the lower level (pool area and exercise room) other than plastic or metal bottled water. FOR THE SAFETY OF THE COMMUNITY, GLASS IS NOT PERMITTED ON THE LOWER LEVEL.

r. The Association reserves the right to eject the user and/or guests at any time from the facilities if, in the opinion of any officer or agent of the Association, the user or the guest's use of the facilities poses any risk of damage to the facilities, or presents a hazard or disruption to the Crossings at Rocky Springs Community.

s. User shall comply with all Guidelines of the Association and shall comply with the directions and instructions of all officers or agents responsible for the operation and/or security of the Clubhouse. Failure or refusal of the user or any guest to comply with the

stated Guidelines may result in the Property Manager or the Executive Board denying further use of the clubhouse.

t. Users of the clubhouse shall hold harmless and indemnify the Association, its members, its Executive Board, officers, Property Manager and employees from any kind of liability, loss, claims, actions, costs and expenses, including attorney's fees made against the Association by a Unit Owner or by any other person arising out of, or relating directly or indirectly to, the use of the clubhouse, pool and/or exercise room.

u. In the event of a death of a family member of the community, the clubhouse facilities will be available to the family with the rental fee being waived. Reservations are to be made through the Property Manager.

4. Rules for the use of the pool and exercise room are posted at their entrances and must be followed.

Y. Community Room Rental Procedure

1. Call or email the Property Manager to initiate a reservation. When the rental time is confirmed, the Unit Owner is to submit the completed Clubhouse Rental Agreement (Appendix 2). Also note the "Walk Through List" (Appendix 3) that is to be completed upon rental closeout.

2. Availability of the facilities will be determined and acknowledged by the Property Manager.

3. If the facility is available, the renter is to issue a check to confirm event date and time. The fee for rental is $50.00. Payment should be made payable to the Property Manager.

4. Upon receipt of the $50.00 check, the renter will be sent two copies of the contract and a listing of responsibilities and rules for the use of the clubhouse along with a walk-through checklist. The renter is to complete both contracts and send one to the Property Manager's attention and to retain one copy for their reference and walk-through. The clubhouse chair person will be sent this confirmation.

5. The event will be placed on the community master calendar (on the website) and also posted on the bulletin board in the clubhouse by the committee chair or designated committee member upon notice of the confirmation.

6. The renter will be contacted by a member of the clubhouse committee to schedule the initial walkthrough and to gain access to the hospitality storage room. The renter is to have the approved rental contract (Appendix 5) and the walk-through checklist (Appendix 3) at this meeting.

7. The Clubhouse is not available for rental on the following holidays:

- New Year's Eve
- New Year's Day
- Easter
- Memorial Day
- Independence Day/ July 4th
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

Z. Home Resale Certificate

1. When a Unit Owner receives a signed contract of sale for their Unit, a resale certificate must be ordered through the Property Manager.

2 . Please contact the Property Manager at least thirty (30) days prior to settlement and the certificate will be prepared and forwarded to the settlement company.

3 . A fee of $250.00 to the seller is charged for the certificate.

Appendix 1

Architectural & Landscaping Request Form

Name: _____ Home Phone: _____Work Phone _____

Address: _____ Email: _____

Proposed Alteration:

1. Provide a description of proposed improvement, change, addition or alteration. Please state as concisely as possible the nature of the request to be considered. Cite any architectural guidelines which will be relevant to the Executive Board's ~~of Directors'~~ decision.

2. Provide a sketch. Include all proposed exterior additions and landscaping changes for which approval must be obtained.

3. Include a color chip or material sample, if possible, to show texture of color or change.

Contractor Name: _____

Contractor Address: _____

Contractor Phone: _____

Estimated Schedule of Work Being Done: Start: Finish: _____

Once started, work is to be completed within a reasonable amount of time.

If any local building permits are applicable, it is the Unit Owner's responsibility to secure those permits. Each contractor Certificate of Insurance, and submit to the Property Manager before any work may begin. If this request is authorized and installed, the above described is the sole property of the Unit Owner requesting approval. The Unit Owner is responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) for the above request. If approved, this request will be made a part of any future agreement of sale entered into for the aforementioned unit.

I understand that no work can begin on this until receipt of written approval from the Executive Board has been received.

Signed:_____ Date_____

FOR COMMITTEE/ EXECUTIVE BOARD USE ONLY

Date Received: _____Reviewed by: _____

Approved: _____Approved as Noted: _____Disapproved: _____

Notice Sent to Unit Owner: _____ Date: _____ By: _____

Clubhouse Rental Agreement with the Crossings at Rocky Springs Condominium Association

Unit Owner's Name: _____

Address: _____

Phone: (Day) _____ **(Evening)** _____

Email address: _____ _____

Please describe your event in the spaces provided below:

Planned Use: _____

Date to be rented: _____

Start Time: _____ **End Time:** _____

******Rental time is for a five-hour time period (prep and clean-up time included.) *****

The Association hereby grants to the Renter permission to use the community rooms with the following conditions being accepted and followed:

1. Rental requests should be made at least two weeks before the event.

2. Renter must be a Unit Owner, or Unit Owner's Tenant (over 21). The Unit Owner must not be in arrears with the Crossings payments and assessments, shall be present in the rented area while it is being used and shall provide adequate supervision at all times.

3. Renter is entitled to exclusive use of the facilities with the exception of the pool and exercise room during rental period. This includes the main room, library area, game room and kitchen. The permitted rental time will not extend beyond 10:00 p.m. Renter further acknowledges and agrees, there shall be access permitted at any time by the Property Manager or a Clubhouse committee member.

4. Renter will not have items delivered for set-up prior to the scheduled use time. All set-up and tear down must stay within the rental time period.

5. Renter is prohibited from using the facilities for the purpose of conducting any for-profit private, home or commercial business type demonstrations and/or sales activities.

6. Renter agrees to be liable for any damages, losses or injuries of any kind arising out of renter's use of the facilities, which liability shall commence at the time renter obtains possession to the facilities and continues until the rental time ceases. All such losses and damages, as well as cleaning charges if necessary, shall be assessed and collected from the renter or against the renter as a charge or assessment against the renter's unit.

7. Renter agrees to pay the following rental fees of $50.00 for the use of the community room, library area, game area and kitchen for a five-hour period. Extra time is available at $25.00 an hour.

8. Renter or guests will not be permitted to occupy the facilities until the rental fee has been paid and a pre-walk-through has taken place.

9. Renter shall leave the community rooms as follows: the floor shall be swept clean, all trash shall be removed from the property and the carpet vacuumed.

10. The rented area will be inspected by a Clubhouse committee member or other designated representative with the Renter before and after the rental period. Renter must be present during the pre and post walk-through. Renter will be contacted by a member of the clubhouse committee to schedule these walk-throughs.

11. The maximum occupancy of the community room is fifty (50) individuals.

12. Renter shall vacate the rented area promptly at the end of the rental period and shall not loiter within or about the premises or the parking lot.

13. If serving food or drink, tables must be covered and the renter assumes the responsibility of removing all traces of such before leaving the Clubhouse.

14. No alcohol permitted without prior approval of the Executive Board.

15. No food or drink is permitted in the lower level (pool area and exercise room) other than plastic or metal bottled water. FOR THE SAFETY OF THE COMMUNITY, GLASS IS NOT PERMITTED ON THE LOWER LEVEL.

16. Renter will further abide by the stated general rules and regulations for the use of the clubhouse (attached as separate pages).

_____ **Signature of Unit Owner /Renter**

The Crossings at Rocky Springs Condominium Association

Walk-Through Checklist

Checklist date: _____ Time: _____

Pre-Event Walk-Through:

_____ Floors are clean (note any spots or stains in carpet).
_____ Refrigerator empty (including ice) and clean, and temperature dial at #1 position.
_____ All surfaces/counters/table tops clean
_____ Trash cans empty and new liners in can
_____ All bathrooms clean
_____ Chairs/tables arranged in an orderly fashion and/or properly stored
_____ All windows and doors secured
_____ Clean stove and orderly kitchen
_____ Carpets vacuumed

Post-Event Walk-Through:

_____ Floors are clean (note any spots or stains in carpet).
_____ Refrigerator empty (including ice) and clean, and temperature dial at #1 position
_____ All surfaces/counters/table tops clean
_____ Trash cans empty and new liners in can
_____ All bathrooms clean
_____ Chairs/tables arranged in an orderly fashion and/or properly **s**tored
_____ All windows and doors secured
_____ Clean stove and orderly kitchen
_____ Carpets vacuumed

Community Representative doing the Pre/Post Event checks: _____

Comments: _____

_____