

BENNETT RUN HOME OWNERS ASSOCIATION

P.O. BOX 455

MANCHESTER, PA 17345

TO: All Bennett Run Residents

FROM: The Bennett Run Executive Board

DATE: August 1, 2022

RE: Amended Rules and Regulations

PLEASE NOTE: The following replaces all Rules and Regulations you received at the time you purchased your home in Bennett Run and any previous amendments. Any documents dated prior to November 17, 2020 are invalid.

A. INTRODUCTION

1. Bennett Run Homeowners' Association ("Association"), acting through its Board of Directors ("Executive Board"), has adopted the following Rules and Regulations ("Regulations") for the development known as Bennett Run ("Development"), which is a Planned Community. These Regulations may be amended from time to time by resolution of the Executive Board.
2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any lot, to his family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent, if any, when the Managing Agent, if any, is acting on behalf of the Association.
3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the individual residence, balconies, terraces, grounds, parking areas and any other appurtenances.
4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.
5. Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act (Uniform Planned Community Act 68 Pa.C.S.A. 5 5105 et seq., as amended). In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.
6. It is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.
7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section H of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

B. RESTRICTIONS ON USE

1. No part of the Development shall be used for any purpose except housing and the related common purposes for which the Development was designed. Each Unit shall be used as a residence for a single family or housekeeping unit, its servants and guests. Home occupations may be permitted as long as in compliance with Conewago Township Ordinances.
2. There shall be no obstruction of the Common Elements. Common Elements means any real estate within a planned community which is owned by the Association. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as herein or in the Bylaws expressly provided.
3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Association. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance of the Association. No gasoline (except gasoline for regularly household purposes) or other explosive or inflammable material may be kept in any Unit. No waste shall be committed on the Common Elements.
4. All garbage and trash must be placed in the areas as designated by the Executive Board and no garbage or trash shall be placed elsewhere on any Common Element. No garbage cans, containers or bags of any kind shall be placed anywhere other than designated trash areas for collection. There shall be no burning of trash, leaves, and etcetera.
 - A. To provide further clarification, trash and recycling bins shall not be left at the collection point for a period exceeding 24 hours. Trash and recycling bins may only be placed on the side of the unit, in front of the garage doors, or inside the garage.
5. No baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property are to be left unattended on the Common Elements.
6. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors, windows or balconies thereof, any dirt or other substance.
7. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Unit or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Units Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.
8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Development, nor shall any window display or advertising be maintained or permitted on any part of the Development or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes.
 - A. To further clarify the statement "nor shall any Unit be used or rented for transient, hotel or motel purposes", this also includes utilizing a property for Airbnb or other similar short-term rental programs. Short-term rentals are anything less than a 60-day period. Any unit operating as a short-term rental will be grandfathered from the implementation date of 12/15/2020 for a period of 90 days to allow the owner of the unit time to remove the listing and stop accepting new rental requests.

9. No blinds, covers, shades or screens shall be attached to, hung in, or used in connection with any balcony or terrace, unless approved in writing by the Architectural Review Committee prior to installation.

10. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. Holiday decorations are permitted between November first (1st) and must be completely removed by January thirty first (31st). The prohibition herein includes without limitation laundry, clothing, rugs, signs (other than permitted signs), radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas, satellite dishes, or other items be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of his Unit. No permanent clothesline may be installed on any unit. Temporary clotheslines and racks are permitted solely inside the Unit or on the back balcony/deck of the Unit and only during daylight hours. These items are not permitted in the Common Areas. No items are permitted to be hung on any balcony, terrace, patio or window nor may such devices be used anywhere on the Common Elements. Balconies, terraces and patios shall not be used as storage areas. No awning or canopy shall be constructed nor shall any balcony, terrace or patio have been closed or covered by a Unit Owner after settlement without the prior consent in writing of the Executive Board.

11. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

12. No alterations externally visible from outside the Unit shall be made to the balconies, terraces or patios without specific prior written approval by the Executive Board, which consent is within the sole discretion of the Executive Board. Similarly, no structural change (whether or not visible) may be made to any balcony, terrace or patio without prior written approval by the Executive Board, which approval is within the sole discretion of the Executive Board. All alterations require submission of an Architectural Review Committee form.

13. No noise, vibration or odor shall be made or created, nor shall any work or other thing be done which shall unreasonably disturb, annoy or interfere with the rights, comfort or convenience of other occupants of the Unit or any other Unit. All equipment shall be used in such a way to prevent noxious odors from permeating the area or from causing any damage to the exterior of the Unit.

14. The use and placement of outdoor cooking equipment shall be on a temporary, moveable basis, shall not cause damage to any Unit or Common Area, and shall be subject to removal at the sole discretion of the Executive Board.

15. Unit Owners shall keep all glass in or attached to the Unit including but not limited to windows and balcony, terrace or patio doors, in clean condition. Any modification, including replacement, of windows requires an Architectural Review Committee request.

16. No boats, boat trailers, campers, recreational vehicles or trailers of any type shall be permitted on the Common Elements.

17. No Unit Owner, or any occupant, agent or invitee of a Unit Owner shall be permitted to utilize the retention pond areas for any purpose whatsoever, nor shall a Unit Owner or any occupant, agent or invitee of a Unit Owner be permitted in or around the retention pond areas for any purpose whatsoever.

18. No firearms, bows and arrows, slings or explosives shall be discharged or shot in the Development.

19. Each Unit must contain a post light must be installed and maintained by each Unit Owner, at the Unit Owner's sole cost. Installation must be prior to the completion of the dwelling built on the Unit property, and said post light must be (a) placed within five (5) feet of the front line and (b) lighted continuously from sundown to sunup daily, with a

minimum 1,000 lumens, a rating equivalent to a sixty (60) watt incandescent bulb. No dusk to dawn mercury vapor, fluorescent, or other such lighting shall be installed on a Unit property.

20. No excess ground from the excavation of any building shall be removed from the Unit property to any place other than the Development. Excess ground shall be placed in the location directed by the Developer.

21. Prior to the beginning of any construction of or alteration to any dwelling or other structure on any of the Unit, the plans, drawings, and specifications for the design and/or construction of such dwelling or other structure, along with a site plan, shall first be subject to the review and approval by the Architectural Review Committee, which approval is within the Committee's sole discretion. All site plans shall be prepared by a surveyor or engineer licensed and registered to do business in the Commonwealth of Pennsylvania, and shall show the first-floor elevation of the dwelling or structure in relation to the curb in the street in front of the dwelling or structure. Failure to submit an architectural request will result in an immediate \$200.00 fine to the unit owner.

22. All Units shall at all times be kept in a clean and presentable condition in uniformity with the rest of the Development. The Association reserves the right to enter on the outside of a Unit to clear the property of brush and debris or to mow or cut the grass thereon if the Unit Owner fails to comply with written notices relative to the same. The Owner shall be liable to the Association for all costs incurred in doing so and such fees shall be deemed an assessment against the Unit and Owner(s).

23. The installation of storage sheds must conform to applicable Conewago Township Ordinance or regulation, and must be of the same color and material as that of the Unit. The placement of storage sheds shall not detract from the aesthetic nature of the adjoining properties and shall not be placed any closer than setback lines in applicable Ordinance/regulation. No metal sheds of any kind are permitted to be erected or maintained on any Unit property. All sheds must be approved by the Architectural Review Committee prior to any installation.

24. Driveways shall be paved or concreted prior to occupancy, unless weather not permitting, in which case the same shall be completed with six (6) months thereafter or as required by Conewago Township Ordinance/regulations. Unit Owners are required to remove all snow/ice, provide all upkeep and maintenance of driveways including, but not limited to repair and/or replacement in accordance with Conewago Township Ordinance/regulation. Any change to existing driveways must be approved by the Architectural Review Committee prior to any installation.

25. Sidewalks and walks to the front entrance shall be installed prior to occupancy, unless weather not permitting, in which case the same shall be installed within six (6) months thereafter or as required by Conewago Township regulations. Unit Owners are required to remove all snow/ice, provide all upkeep and maintenance of sidewalks including but not limited to repair and/or maintenance in accordance with Conewago Township Ordinance/regulation.

26. These restrictions, conditions and covenants are in addition to the zoning requirements of Conewago Township as presently enacted or hereafter enacted.

27. There shall be no permanent above ground swimming pools. Seasonal vinyl pools are allowed only in backyards no earlier than May fifteenth (15th) and must be taken down for the season no later than September tenth (10th). Pool size is not to exceed 4 feet deep by 15 feet round or oval. Pool ladders must be removed when pool is not in use. The pool must be covered by your homeowner's insurance policy.

28. No chain link fences are permitted. Fences may not be higher than six (6) feet tall and may not extend beyond the front corner of the residence. All fences must be approved by the Architectural Review Committee prior to installation.

29. (Modified and effective August 1, 2022) Installation of solar panels must adhere to the following rules:

- All plans must be preapproved by the Architectural Review Committee (ARC) prior to installation. Failure to do so will result in an immediate \$200.00 fine assessed to the owner of the unit.
- Preferred location of solar panels is a rear-facing, roof-mounted array. Flush-mounted panels (i.e. – the plane of the array is parallel to the roof) on a roof facing a street will be allowed if documentation is provided from the solar contractor indicating this is the most feasible location for a solar array. If most advantageous, solar panels may be installed, with approval, on the front/back of the unit.
- All components of the solar system should be integrated into the design of the home. The color of the solar system components should generally conform to the color of the roof shingles to the extent practical. Solar “shingles” that mimic the look of a composite shingle are acceptable but should match the color of the current roof shingles as much as is practical. The installation of all solar heating and cooling systems shall only be done by a licensed installer or journeyman plumber. Applications submitted to the ARC should include the following:
 - A diagram “drawn to scale” by the licensed contractor installing the system showing where the system will be installed.
 - Photos of the roof area where the array will be mounted.
 - Material to be used and/or manufacturer’s description of the system, photos and/or pictures of the system and color of the system.
 - Where possible, provide photos of similar existing systems as examples.
- Piping and electrical connections will be located directly under and/or within the perimeter of the panels, when possible, and placed as inconspicuously as possible when viewed from all angles.
- The highest point of a solar panel array will be lower than the ridge of the roof where it is attached.
- All painted surfaces will be kept in good repair.
- Changes to adjacent property should not impede an existing or soon-to-be-installed solar system or interfere with any existing solar energy easement.
- Addition to existing panel structure requires a new ARC request or a fine will be assessed as stated in the first bullet point.

30. Replacement of roofing, due to aging or other reasons, must consist of materials in a neutral color (black, brown, or grey) and must contain less than 25% of other colors such as dark blues/greens/etc. The roofing may be metal, asphalt, or solar shingles. Solar shingles must adhere to the rules specified in D.29 but may cover the entire roof, both front and back, of the unit. All roofing replacements must be approved by the Architectural Review Committee prior to any installation.

32. Door and shutter colors should be black, brown, grey, white, dark blue, dark green, dark red, or a pale yellow. While doors and shutters do not need to be the same color (for example, dark blue door with dark green shutters), the colors should be complimentary to each other. Additionally, all shutters must be the same color for the unit. An individual town home unit must have the same color shutters as every shutter on that unit but do not need to be the same color as any adjoining town home unit.

32. Front porch enclosures are permitted provided they consist of powder coated metal or vinyl supports in black, dark grey, white or matched color to siding with removable black or dark grey metal or vinyl screens. Enclosures must have a door of the same materials and must have a hydraulic closing mechanism. No wood supports are allowed. No metal screens other than black or dark grey are permitted. No glass windows are permitted. Additionally, the enclosure must fit the existing porch footprint unless an additional request has been made, and approved, to enlarge the footprint. The enclosure must be attached and sealed to the adjoining unit with no gaps visible from outside the unit. Any tears, rips, punctures, holes, etc. to the screening must be repaired within 14 days of it happening or standard fines will be assessed by the Home Owners Association. Other rules contained in these Rules and Regulations regarding the use of inside furniture must be followed and are prohibited on an enclosed porch. This includes the use of any appliance that would

typically be used inside a residence. All enclosures must be approved by the Architectural Review Committee prior to any installation.

C. PET RULES

1. No animal, other than domestic dogs, cats, birds, fish, gerbils, hamster, guinea pigs, rabbits, ferrets etc. may be raised, bred or kept nor may any animal be kept for any commercial purposes in any Unit or in the Common Elements.
2. A pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, barking, scratching or unhygienic offensiveness.
3. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.
4. Four-legged pets must be kept on a leash and accompanied by an adult when outside of the Unit area.
5. Any Owner of a pet permitted shall be obligated to exercise proper care and custody over the pet to ensure the health and welfare of the other residents.
6. Owners of pets walked upon the Common Elements must promptly clean up their pet's droppings in all areas.

D. PARKING AND STORAGE

1. The parking areas may not be used for any purpose other than parking automobiles and small passenger vans. No buses, trucks, trailers, vans (other than small passenger vans), stretch cars, or commercial vehicles (other than small pickup trucks and vans used for commuting purposes) shall be parked in the parking areas, or in driveways. Parking of boats or recreational vehicles shall be permitted on a short-term basis, not exceeding 10 calendar days, and with prior notification to the Board of Directors. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Development property with conspicuous "For Sale" signs attached. Parking availability in the Townhouse areas is limited to the Owners of the Townhouses.
2. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
3. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Unit Owners Association against any liability which may be imposed on the Unit Owners Association as a result of such illegal parking or abandonment and any consequences thereof.
4. At no time is parking of any vehicle, trailer, boat, van, truck, camper, or recreational vehicle permitted on any Unit grass/yard.
5. Requirements for expansion of unit parking areas are subject to the following requirements:
 - A. A permit is required by the township as there is water runoff considerations.
 - B. Materials must consist of asphalt, concrete, or pavers. When using pavers, an underlayment must be placed to prevent grass/weeds from growing through the pavers and paver edging must be used to prohibit movement of the pavers. Loose stone is strictly prohibited.

C. Submission of an Architectural Review Form is required.

E. CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.

2. All contractors performing major work in excess of \$5000 or alterations on a Unit shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Unit. Any Unit Owner who wishes to perform any interior alteration to his Unit shall:

(a) Obtain such insurance coverage with respect to such interior alteration as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations;

(b) Expeditiously complete all interior alterations without incurring any mechanics' or material man's liens;

(c) Pay the full cost of performing all such interior alterations;

(f) At such Unit Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations;

(e) Comply with all other requirements of the Association.

F. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board, which consent is within the sole discretion of the Executive Board. No fences may be erected around or on the Common Elements.

2. Solicitors are not permitted on the Property.

3. All persons shall be fully clothed in a way such as appropriate when appearing in any of the Common Element portions of the Property.

4. The appearance of the Units, terraces and balconies shall conform to the Development's standards of integrity and appearance as determined solely by the Architectural Review Committee. Each Unit Owner is fully responsible for maintaining the Unit premises in a good state of upkeep and cleanliness. If the Association has to maintain said premises, the Unit Owner shall be charged for such service, which charge shall be deemed an assessment against the Unit and Owner(s).

5. No Common Element area shall be decorated or furnished by Unit Owners, or other persons. No other signs of any type may be displayed on any exterior portion of the Unit or Common Elements.

6. Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units and Common Elements.

7. No indoor items such as but not limited to appliances, indoor weight training/exercise equipment, mattresses, cribs, carriages, crates, or toolboxes shall be permitted on the outside premises of any Unit or Common Area. Furthermore, no indoor upholstered furniture such as, but not limited to sofas, chairs, or recliners are permitted on the outside premises of any Unit or Common Area.

8. Developer construction signs with affiliated information of the Developer, and advertising signs either for sale or for rent posted by any Realtor on the Common Elements of the premises are permitted. At the completion of construction of all units, the Developer sign with affiliated information shall be removed.

9. The Association reserves the right to enact or revise these Rules and Regulations from time to time as may be deemed necessary, within the sole discretion of the Association, for the safety, care and cleanliness of the buildings, garages, recreational pathways, and property and for securing the comfort and convenience of all occupants thereof.

10. All Common Area maintenance fees are due and payable on or before the first day of each fiscal year. Any payment not received by the Association by the fifteenth (15th) day of each March shall be assessed a penalty Ten (\$10.00) Dollars per month for each month the amount remains unpaid, with the penalty beginning to be assessed on the sixteenth (16th) of March and each month thereafter. Any unpaid fee or penalty shall be deemed an assessment against the Unit and Owner(s).

G. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall appoint five (5) Unit Owners to serve one (1) year terms as members of the Association’s Internal Dispute Resolution Committee. Three members of the committee shall constitute a quorum and simple majority vote shall be required for any Committee decision. The Committee shall elect its own Chairman. No member of the Committee may serve on the Executive Board.

2. The Internal Dispute Resolution Committee shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws or these Rules and Regulations.

3. Upon receipt of a written and signed Complaint (on the form proscribed by the Association), the Chairman of the Committee shall present the same to the Association which shall then attempt to informally resolve the dispute in a fair and equitable manner.

4. The Committee shall make a written report to the Executive Board and shall recommend a sanction if a violation has been found. The Committee shall make recommendations in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s):

OFFENSE LEVEL	YARD/GRASS	ALL OTHER VIOLATIONS
1 st Offense, no prior offense in previous 6 months	Warning with 7 days from date of letter to resolve the issue	Warning with 21 days from date of letter to resolve the issue
2 nd Offense	\$50.00 fine; 7 days from date of letter to resolve the issue	\$100.00 fine; 14 days from date of letter to resolve the issue
3 rd Offense	\$10.00 PER DAY from date of letter until the issue is resolved	\$25.00 PER DAY from date of letter until the issue is resolved
Unit owner is required to email info@bennettrunhoa.com notifying the board that the issue has been resolved. Fines will continue until the unit owner provides notification. Once fines exceed \$600.00 the entire matter will be submitted to the local District Justice for collection.		
<i>*This boxed section replaces the previous outline of sanctions. Effective 2/25/2017.</i>		

5. Within ten (10) days after receipt of the Committee Report, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence or constitutes a manifest abuse of discretion.

6. Decisions of the Executive Board are final.

7. In the absence of an adequate amount of committee volunteers, the Executive Board shall rule on each complaint.

H. ARCHITECTURAL REVIEW COMMITTEE

1. Plans drawn to scale showing interior and exterior elevations, exterior materials, color selections and landscaping plans must be presented to the Committee in triplicate for its approval. The plans shall also include a Unit plan showing the location of the structure on the Unit property. The Committee shall approve or disapprove the same plan within forty-five (45) days after the same has been submitted to it. The Committee shall have the right to disapprove any plans, specifications, or details submitted if there is not compliance with all provisions of the Association's governing document or applicable statute, rule or Ordinance. Failure of the Committee to Act within the said forty-five (45) days shall be deemed an approval. "Act" hereunder shall be notice, after approval and in writing, to the Owner, postmarked within the said period.

2. Once the construction commences upon any Unit property, the said structure shall be finally completed and ready for its intended use and all exterior grading and planting completed within one (1) year from the date of commencement of said construction.

3. Failure to submit an architectural review request for any project will result in an immediate \$200.00 fine against the unit owner.

I. Storm water Management Facility

1. Unit Owners shall be responsible for continuous repair and maintenance of all Storm water Management Facilities, specifically including the facility located on lands now or formerly of Alvin Fisher and Joan Fisher, his wife, and utilized by recorded easement.

2. All storm water maintenance or alteration shall first be subject to review by and approval of the Architectural review Committee, which approval is within the Committee's sole discretion.

J. Miscellaneous

1. These Regulations shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to the Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date that the Declaration was recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by eighty (80%) percent of the then Owners of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. PROVIDED, HOWEVER, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of action taken.

2. Any notice given or required to be sent to any Owner under the provisions of these Rules and Regulations shall be deemed to have been properly sent when (a) mailed, postage prepaid, to the address of the person who appears as Owner on the records of the Association at the address provided by the Owner at the time of such mailing (if different

than the Unit address), or (b) faxed or emailed to the number or address provided by the Owner to the Association for correspondence and other contact of the Owner by the Association.

3. Enforcement of these Rules and Regulations may be by any proceeding at law or in equity for any violation or attempted violation, such legal proceeding to restrain violation, to recover damages, or both. Violators shall be liable for all costs of suit and attorneys' fees for enforcement hereunder.

4. Invalidation of any one of these Rules and Regulations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5. If for any reason the Executive Board is unable to obtain participation from a sufficient number of Unit Owners on the Internal Dispute Resolution Committee or Architectural Review Committees, the Executive Board may perform all duties in accordance with these Rules and Regulations and the By-Laws.

6. As consideration for their hours-of-service, Executive Board members will be exempt from paying the yearly assessment fee for each year in which they serve in that capacity.

7. To provide a pathway for individual unit owners to challenge rules specified within this document, the following process has been established.

- The individual must notify the Board of Directors, in person, at one of the quarterly HOA meetings of the intent to challenge an existing rule.
- The individual has 45 days from the date the notification is given to the Board of Directors to obtain and submit the petition to the Board of Directors.
- The individual wishing to challenge a rule must obtain signatures of a minimum of 55% of the unit owners in the Home Owners Association. Only one signature per household is permitted and every represented household must be current on annual assessment dues.
- All petitions must include the name, address, and email address of the unit owner.
- If the petition is not submitted to the Board of Directors within the 45-day time period, or if less than 55% of current units are obtained, the challenge is considered void and blocks future challenges to the rule for a period of two years.
- If 55% or more of the current units are obtained, the Board of Directors will validate all signatures as being current residents with no unpaid assessment dues. If at least 55% of units are properly verified, the Board of Directors, at the next HOA meeting, will bring the rule challenge up for discussion and will, by those present, vote whether to update or remove the current rule language in the Rules and Regulations. The vote will be based on a majority vote requirement. Any tie will be decided by the current sitting Board of Directors.

K. Rental Properties

The purpose of this Rule is to supplement and clarify Board discretion relative to approval of a proposed lease of a property as stated in the By Laws of the Bennett Run Homeowners Association.

Prior to Board approval, the property owner(s) must provide to the Board the following documents:

1. A copy of the proposed lease;
2. An acknowledgement signed and dated by the proposed tenant(s) that s/he/they have seen the Governing documents and agree to be bound by them, and;

3. A document signed and dated by the owner(s) that s/he/they understand that they are liable for all behavior of the tenant(s), are still liable for all assessments, and are liable for any violation caused by the tenant(s).

In addition, Board approval of a proposed rental is contingent on the following factors:

1. The owner(s) is/are current on any and all assessments and other amounts due to the Association at the time approval of the rental is requested;
2. If this is the second or subsequent rental for the property, there were not more than three (3) violations of the Governing Documents by the owner(s) or prior tenant(s) during any prior rental.

Owners meeting these requirements, provided the existing rental cap has not been reached, will be considered grandfathered in under the current rental cap and will remain grandfathered for all future rentals as long as they own the property, the requirements in this Rule are met, and the property is vacant between rentals for no more than three (3) months.

If the tenant(s) are in violation of the Governing Documents and there is no cure of the violation within the allowed time, the Association reserves the right to evict the tenant(s) and continue to enforce the applicable penalty for the violation against the tenant(s) and owner(s).