



June 22, 2023

To All Charing Cross Owners & Residents

**Subject: Charing Cross Condominium Association  
Amendment to Rules & Regulations – Rule 39(e)  
Annual Tenant/Non-Owner Occupancy Fee**

Dear Charing Cross Owners & Residents:

The governing documents of the Charing Cross Condominium Association, implemented through your Board of Directors, have established Rules & Regulations designed to maintain property values and ensure an enjoyable living experience. The Board of Directors is charged with the duty to enforce these Rules & Regulations, and from time to time may amend them as deemed necessary by the Board, consistent with the Association Declaration and By-Laws.

**The Association Board of Directors hereby amends Rule 39(e) as follows:**

**Rule 39(e)** Any owner who rents their Unit, or who permits anyone to live in their Unit without a formal lease if the owner does not also occupy the Unit, must pay an annual Tenant/Non-Owner Occupancy Fee of \$1,000.00.

- This Tenant/Non-Owner Occupancy Fee is due on January 1 of each year regardless of whether the tenant/occupant changes or remains the same.
- The Tenant/Non-Owner Occupancy Fee must be received by the Association no later than January 30 of each year, or within 30 days from the beginning of the tenancy/occupancy if commenced after January 1.
- Any owner whose Tenant/Non-Owner Occupancy Fee is not received by January 30 or within 30 days from the beginning of the tenancy/occupancy if commenced after January 1, will be charged a \$100.00 late fee, and will also be subject to additional late fees of \$25.00/day after January 30/30 days.
- The Tenant/Non-Owner Occupancy Fee due from an owner shall be pro-rated for any tenancies or occupancies which commence after January 1 in any year for any full calendar months during which there was no tenancy/occupancy.
- This amended rule 39(e) replaces the old rule 39(e) in its entirety. Please add this document as a supplement to your existing copy of the Association Rules & Regulations.
- This amendment will take effect on January 1, 2024, and will only apply to tenancies and occupancies that are in effect on or after January 1, 2024.

Thank you to everyone for your anticipated cooperation.

Respectfully,

Board of Directors  
CHARING CROSS CONDOMINIUM ASSOCIATION

MK/laf



March 21, 2023

To All Charing Cross Homeowners

**RE: Staining Requirements for New Decks**

Dear Charing Cross Homeowners,

As stated in the Charing Cross Rules and Regulations, owners are responsible for the maintenance and care of the portion of their deck consisting of the deck boards, fascia board, and railing system. Part of your deck maintenance consists of staining/sealing the deck boards and deck fascia boards, which is recommended no less than every 3 years. There is no need to stain/seal the 6 x 6 posts or the underside of any portion of the deck boards.

Since our new decks are being installed over several years, the Association is no longer requiring owners to stain their decks on a set schedule. Instead, all owners are simply required to keep their decks properly maintained, and must clean and stain them as needed, regardless of age or when last stained.

The Board has obtained specific instructions from Beacon Building Products, the supplier of the wood used on our new decks, who recommended READY SEAL, which works well with the chemical makeup used to treat the pressure treated wood. The Board has studied the color options and has chosen READY SEAL's Natural Light Oak as the only approved stain and color to be used, which can be purchased at Ace Hardware in Plumsteadville. **IMPORTANT:** No other product may be used, since it will void the company's warranty and may not react properly to the chemical makeup in the wood.

Things to know when staining/sealing your deck:

1. The weather should be dry for at least 2 days during staining/sealing to allow for proper drying.
2. The temperature should be between 50 degrees and 90 degrees when applying product.
3. Sweep and clean any dirt/debris off decking prior to staining/sealing. Pressure washing is not necessary unless the decking has become oxidized and dirty beyond sweeping. If pressure washing the deck, use a light powered, electrical power washer with minimum pressure to avoid damaging and/or splintering the surface.
4. **IMPORTANT:** For those owners who live in a second-floor unit where the first-floor is occupied by another owner, PLEASE use caution when staining/sealing as the product has the consistency of water and will drip through the gaps in the decking. Use extreme care so that the first-floor decks do not collect excessive amounts stain on the surface of another homeowner's deck, or consider contacting your neighbor to coordinate, or cover the lower deck.

For any questions, please feel free to contact the Association through our property manager, Michael Klein at: [m.klein@cpm975.com](mailto:m.klein@cpm975.com).

Thank you to everyone for your cooperation.

Sincerely,

Board of Directors  
CHARING CROSS CONDOMINIUM ASSOCIATION

MK/aw



February 24, 2022

To All Charing Cross Owners & Residents

**RE: Charing Cross Condominium Association  
Supplement to Rules & Regulations**

Dear Charing Cross Owners & Residents:

During the course of conducting our community attic inspections for evidence of ventilation/moisture issues, which is still ongoing, some issues have come to light which the Association Board of Directors has decided to address by making an amendment to our Rules & Regulations. These amendments are meant to improve the safety of our community and reduce future possible repairs and maintenance for both owners and the Association.

After inspecting more than half of the attics in Charing Cross, the Association roofer and building contractor, Lemus Construction, believes that an attic fan may be necessary to prevent future moisture issues in a number of attics. The recommendation by Lemus concerning the need for an attic fan for any particular unit is based on their inspection of each attic and the relative variables specific to each unit, including size, exposure, layout, number of exhaust vents, insulation, etc. Many of the attics where attic fans are recommended, show no current evidence of mold or serious moisture issues, but based on the variables specific to that unit, Lemus believes that attic fans are necessary **to ensure** there are no future moisture issues. Owners whose attics have been recommended for attic fan installation will be contacted in writing by the Association by separate letter.

The Association had initially advised owners that attic fans are an optional owner maintenance item, based on the understanding that they are usually not necessary if an attic is properly ventilated. However, in light of the information provided by Lemus, as well as for fire safety concerns, the Association is changing the policy concerning attic fans, attics maintenance, dryer vents, and chimneys, as stated below. These new rules are effective immediately. Please note that whenever written documentation is required to be provided to the Association, it may be emailed to property management.

**Attic Maintenance Responsibility:**

41. For any unit where an attic fan is recommended by the Association roofer to prevent future moisture issues, the owner must either:
  - a. Elect to install an attic fan at their expense; or
  - b. Assume sole responsibility for any future attic moisture issues, including repairs and mold remediation, absent a failure of the roof.

42. In light of the fact that the Association is responsible for the general maintenance of the attics, which are within the exclusive possession and control of homeowners, owners shall be responsible to inspect their attics no less than every 2 years for evidence of excess moisture or mold issues, and must provide the Association with written confirmation about whether any visible maintenance issues exist in their attic. Since the Association is currently conducting inspections for all attics in 2021/2022, the first time that owners will be required to inspect their attics and provide written confirmation to the Association will be during 2024, with a bi-annual deadline of August 31, and will continue every two years moving forward with the same August 31 deadline.
43. Owners assume sole responsibility for any repairs or damages to their attic which result from any owner attic alterations or storage that cause damage or affect proper attic ventilation.

**Dryer Vent & Chimney Inspection & Cleaning:**

44. For fire safety, all dryer vents and chimneys shall be inspected and cleaned no less than once every 2 years. Owners shall provide the Association with written documentation to verify inspection and cleaning by a qualified contractor, which for chimneys must be a CSIA certified contractor. The first required dryer vent and chimney cleaning is for 2022. Owners must provide the Association with proof of inspection and cleaning of their dryer vent and chimney no later than August 31, 2022, and then every 2 years moving forward with a deadline of August 31. For any owner who had this maintenance completed in 2021, if you provide documentation to the Association to verify it was completed in 2021, you will be given a one-time waiver of this maintenance requirement until 2024.
45. Any owner who claims to clean a dryer vent himself/herself without 3<sup>rd</sup> party contractor documentation/receipt, must provide the Association with pictures of the cleaned vent or other proof to verify.
46. Any owner who does not have a fireplace or has a non-active chimney, must provide the Association with written confirmation, in order to obtain a waiver of the bi-annual chimney inspection and cleaning requirement.

Please add this document as a supplement to your existing set of Association Rules & Regulations. Thank you to everyone for your anticipated cooperation to help ensure the safety of our community.

Sincerely,

Board of Directors  
CHARING CROSS CONDOMINIUM ASSOCIATION

MK/laf

# **CHARING CROSS RULES & REGULATIONS**

(AMENDED JUNE 2020)

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**ATTACHMENTS:**

- List of Unit Owner and Association Maintenance, Repair, and Replacement Responsibilities (Appendix A)
- Snow Removal Policy (Appendix B)
- Exterior Modification Form (Appendix C)
- Tenant Registration Form (Appendix D)

## **INTRODUCTION**

The Executive Board of the Charing Cross Condominium Association (hereafter “Board”) hereby adopts these Rules and Regulations (hereafter “Rules”), enforcement procedures, and delinquency policy for the Charing Cross Condominium Association (hereafter “Association”), pursuant to the authority granted in Article VII of the Revised Amended Declaration and Article III of the Bylaws.

The Rules are established by the Board for the welfare and peaceful existence of the community. More specifically, they are intended to:

- Preserve property values;
- Promote the safety of the residents; and
- Maintain the overall appearance and aesthetics of the community.

If you have any questions or need to provide information or submit any requests to the Association, please contact the Association through Property Management as listed below. Any required written communication may be submitted to the Association by mail or email as listed below.

Charing Cross Condominium Association  
975 Easton Rd, Ste 102  
Warrington, PA 18976  
215-343-1550  
215-491-5620 (fax)  
m.klein@cpm975.com

### **Website**

[www.charingcrossdoylestown.org](http://www.charingcrossdoylestown.org)

## **DEFINITIONS**

The following definitions are extracted from the revised and Amended Declaration of Charing Cross Condominium (November 1991). They are presented here to assist residents in interpreting the Rules.

ARTICLE I, Section 1.3, Defined Terms (Declaration, Pages 2 and 3):

- F. “Common Elements” are all portions of the Condominium other than a unit.

G. "Limited Common Elements" is a portion of the Common Elements allocated for the exclusive use of one or more, but less than all units, including: porches, doorsteps, sidewalks, sewer lines, pipes or lines which serve the unit, vents, patios, decks, chimneys, driveways, and all exterior doors and windows or other fixtures designed to serve a single unit but located outside the unit's boundaries.

U. "Unit" means a unit as described herein or in the Act, and as shown on the plates and plans (Editorial Note: Generally, the unit boundaries are the inside planes and the ceilings, the exterior walls, the party walls, and the basement or first floor unfinished concrete slab.) ARTICLE II, Section 2.4 (Declaration, page 5). Each Unit shall also include the following items outside the Unit boundary: the condenser unit of the heating/air conditioning system, the electrical lines leading thereto, and all pipes and sewer lines servicing the Unit.

### **GENERAL RULES**

1. No resident of any unit shall carry on any practice which:
  - a) Creates or results in a hazard that affects the insurance coverage on Association property.
  - b) Creates a nuisance or otherwise interferes with the quiet enjoyment of any other resident of the community.
  - c) Damages or destroys any portion of the Association's property.
  - d) Interferes with maintenance or repair procedures.
2. The use of fireworks is strictly prohibited in any area of Charing Cross.
3. Unit owners shall be responsible for the actions of their children, pets, guests, and tenants. Any damage resulting from their actions, or from the actions of Unit owners, shall be repaired at the owner's expense.
4. No laundry, rugs, or linens may be dried outside the Unit or hung on or from any railing or window.
5. Unit owners/residents are responsible for replacing porch, patio, and deck light bulbs, using only soft white, or cool white bulbs with wattage no more than the maximum allowed by the manufacturer.
6. Use of the playground set ("Tot Lot") is a privilege extended to all Unit owners, their families, and their guests. All rules and safety regulations are displayed on a sign posted at the Tot Lot play area. These regulations consist of the following rules:
  - a) For resident use only
  - b) No smoking



- c) No glass bottles
- d) No dogs in playground area
- e) No adults on equipment
- f) All children must be accompanied by an adult
- g) Please remove all trash
- h) Playground closes at dusk
- i) Use equipment at own risk

7. No wood burning stoves, grills, chimineas, or other devices are permitted on decks, patios, porches, or any other any area within Charing Cross. No open burning of any type shall be permitted within the community.

8. All noise complaints should be documented and filed with the Doylestown Township Police Department. Charing Cross will comply with local ordinances set by Doylestown Township Police. Additional fines from the Association may accrue if violators continue to violate noise ordinances and/or create continued disturbances.

9. Units may also be used for accessory uses which are customarily incidental to residential use, including a professional office or rooms for home occupations; provided that any such accessory use conforms with the applicable zoning requirements of Doylestown Township. Any accessory use that is related to a commercial enterprise which involves loading, unloading or storage of inventory and supplies, the use of tools and equipment in the Unit, or anything else which lends itself to increased noise, traffic, or otherwise causes any type of disturbance or interference with the quiet enjoyment of other residents, shall be strictly prohibited.

### **ALTERATIONS & ATTACHMENTS**

10. The exterior of any unit may not be altered in any way, nor may anything be attached to it or protrude from it as to cause holes or alterations in the structure. This includes but is not limited to such items as wind chimes, clotheslines, window air conditioners, unapproved lighting fixtures, etc.

The replacement of windows and doors requires written Association approval and may be inspected by a contractor of the Association's choice for integrity and proper installation if conducted by the Unit owner or tenant. The standard for the replacement of all doors and windows is "like for like". Owners must submit the Association Request For Approval Form (Appendix A) with all supporting documentation to the Association to request approval prior to making any exterior modification to your Unit. Any Attachments that are unacceptable (improper installation) will be removed and installed by a contractor of the Associations choice.

The owner will be billed for the rebuild of any unacceptable work that is required to be fixed by a professional of the Association's choice.

*Exceptions:*

- a) Planters may be attached to wooden posts and railings of front porches and decks.
- b) Planters shall only be hung on any vinyl railings systems and not attached with any screws, bolts, or any other hardware that causes permanent holes in the vinyl system.
- c) One (1) flag of any style (not to exceed 3' x 5') may be displayed either on the front post of the porch or on the railing of the rear deck. Flag brackets may be attached to only the wooden structure of the railing or deck and not the unit.

11. Replacement garage doors must be 4 x 4 raised panels and built from white steel in accordance with Association approved specifications. No windows are allowed in the doors.

12. Storm doors for front entrances are permitted. Storm doors with retractable screens are permitted. All screen/storm doors shall be 100% white in color and be full view with a kick plate with a maximum of 12".

### **DECKS**

13. The Unit owner is responsible for maintaining the surface of their decks and railings, and for all repairs, maintenance and replacement of any deck boards or vinyl railings. This includes staining the pressure treated portion of the deck boards when deemed in need of maintenance. Please contract property management for the approved deck stain color and brand.

### **OTHER PRE-APPROVED ITEMS**

14. Below are items/decorations that have been pre-approved by the association:

- a) Small decorations and address plaques not exceeding 6" x 12" may be attached to a unit within the limits of the front entry porch, but not to the front exterior door. These attachments shall not contain any advertisements and shall not be permanently affixed.
- b) Owners of end units with side entrances may alternatively attach an address plaque to the front of the unit, on the first level. The numbers must be no greater than 5" in height.
- c) Replacement front porch railings are required to be white vinyl.

- d) Light fixture may be installed above garage doors for end units with side entrances, and existing fixtures may be replaced. Please consult the Property Manager for approved styles and placement.
- e) Residents may submit a written request along with detailed specifications for installing a satellite dish. The dish shall be equal to or less than 18” in diameter, black or gray in color, and placed only on Limited Common Elements, i.e. porches, decks, and patios. The dish shall not be affixed to the Unit’s walls or roof. All wiring shall be internal, and professionally installed.

### **SIGNS & DECORATIONS**

15. Signs are not permitted on Condominium property. This includes, but is not limited to:

- a) “For Sale” and “For Rent” signs. Signs shall not be displayed on vehicles or in windows of the unit as well.
- b) “Open House” signs are permitted at curbside on the day of the event. The signs shall be removed immediately after the scheduled event.

16. Seasonal wreaths may be displayed on entrance doors year-round. Traditional winter holiday wreaths may also be displayed on brick portions of the unit above the garage.

Appropriate holiday decorations may be displayed only on Limited Common Elements, doors, and windows. They must not be permanently attached.

Traditional winter holiday lighting may also be installed on foundation bushes. In cases where foundation bushes are shared between more than one (1) unit, all Unit owners shall be in agreement of the lighting.

- a) Lighting other than holiday decorations is not permitted on lawns or trees.
- b) Lighting shall not blink or cycle through alternating patterns or colors.
- c) Lighting for non-traditional winter holidays shall only be displayed fourteen (14) days prior and fourteen (14) days following the holiday.
- d) The duration of traditional winter holiday lighting range from Thanksgiving Day to January 14.

## SMOKING

17. Smoking is prohibited within close quarters of any unit where the scent of tobacco may affect neighboring owners/tenants. Smoking shall not be conducted on decks, porches, driveways or any other Limited Common Area. Smoking is acceptable in non-designated areas that shall not affect the quiet enjoyment of other residents.

Any littering of cigarettes on areas of the complex is strictly forbidden.

There shall be no cigarette trash stored anywhere outside the Unit, including on or under any porch, deck, balcony or planting bed.

## STORAGE

18. Personal property is not to be left on any part of the Common Area overnight, and not to be left on Limited Common Elements with the following *exceptions*:

- a) Deck furniture
- b) Grills
- c) Planters
- d) Firewood
- e) Decorations
- f) Chairs
- g) Approved trashcans (See section 35 for details)

Gas grills may be stored year-round only on decks and patios. If a cover is used, it shall be a cover designed for a grill. No wood burning grills are allowed. Grills must be moved far enough away from the building and railings when in use to avoid any heat or smoke damage.

Kiddy pools and sand boxes may be stored on patios and either on or under decks overnight during swimming season (May 1 thru October 1). Otherwise, they shall be stored inside the unit during off season dates.

Bikes and all types of toys and equipment shall be stored inside the units when not in use.

Hoses are allowed to be stored outside (April 1 thru October 31). They shall be properly stored and maintained. Hose holders shall not be attached to the unit, and only free-standing holders shall be used to store hoses.

When two (2) units share a common porch, all items must be approved by both residents.

19. Firewood is permitted only on porches, patios, and decks. Wood may be stored in these locations only between October 1 thru May 1, and under the following conditions.

- a) Firewood shall be stacked on a rack so that the wood does not touch any ground or wall surface.
- b) Not more than a ¼ cord of wood shall be stacked at any one location.
- c) Wood stored on an entrance porch should be stacked in a single metal hoop not to exceed 42” in diameter.

### **VEHICLES & PARKING**

20. Parking is prohibited on any street, private or Township, where a designated sign is displayed enforcing “No Parking”. These areas include, but are not limited to:

- a) Close proximity to mailboxes
- b) Curbside within all cul-de-sacs
- c) At the entrances of Charing Cross where signs are posted
- d) Over Sidewalks
- e) Over Driveway aprons
- f) On the grass
- g) Blocking driveways
- h) Within 15 feet of any stop sign

All vehicles parked in non-designated areas for an unreasonable amount of time may be subject to towing at the vehicle owner’s expense.

21. The Speed limit on all Condominium streets is twenty (20) m.p.h.

22. Motorized recreational vehicles shall not be operated or parked anywhere in the community. These vehicles include, but are not limited to:

- a) Boats
- b) ATVs
- c) Snowmobiles
- d) Motor Homes
- e) Trailers

23. Vehicle repairs and fluid changes shall not be conducted in driveways or on Common Areas.

24. “Dead Storage” of a vehicle shall not be permitted on Condominium property. “Dead Storage” shall be defined as a vehicle which has not been driven on an Association or public

street for ten (10) days, even if properly registered and inspected. Such vehicles will be considered “Abandoned” and treated accordingly by the Association or through the Township Police Department as applicable, which may result in the vehicle being towed from Association roads. Dead stored vehicles parked on Association roads will be stickered for towing for at least 7 days prior to towing by the Association.

25. Any towed vehicle shall be the financial responsibility of the registered owner.

26. Only non-commercial passenger vehicles, pick-up trucks and vans that do not exceed 6,000 pounds, that are currently registered, inspected, and operational, are permitted in the community overnight. In addition, the following vehicles are allowed to be parked in driveways and parking areas:

- a) Motorcycles
- b) Mopeds/Scooters
  - These vehicles shall have kickstands that prevent damage to parking surfaces.

27. Commercial vehicles are not permitted to be parked overnight in driveways or any roadway located within Charing Cross, including Trafalgar Rd.

a. **Exception:** At the time of publication of these amended rules, there are 4 vehicles being parked in the community by current residents which are considered commercial, which are grandfathered from the requirements of this rule. This exception only applies to these specific vehicles in their current condition, and ends once a vehicle is removed or replaced. The list of these vehicles is maintained by the Association.

b. **Exception:** Any commercial vehicle being used as a maintenance or construction vehicle whose crew is currently working on a unit as per the Unit owner’s approval. These vehicles are only permitted while work is being conducted and shall not be parked during overnight hours (8p.m. thru 7 a.m.).

A commercial vehicle is defined by Charing Cross regulations (not PennDOT definition) as:

- a) Any vehicle displaying a commercial registration plate; or
- b) Any vehicle with a curb weight over 6,000 pounds; or
- c) Any vehicle displaying any lettering or advertisement on any portion of the vehicle; or
- d) Any vehicle storing commercial or construction equipment in plain view either in the vehicle’s bed or on a storage rack. Commercial equipment consists of, but not limited to:
  - Ladders
  - Ladder racks

- Construction tools/equipment
- Wires
- Pipes
- Cement
- Construction waste
- Gasoline containers

28. It is a violation of these rules for any Unit owner to permit operation of any vehicle exhibiting a level of noise which causes a general disturbance to the community, which violation shall be subject to fine. Higher than reasonable noises may consist of, but are not limited to

- a) Altered mufflers and tailpipes.
- b) Intentional revving of a vehicle's engine.

29. Any diesel vehicle which needs to be connected to an electrical outlet during winter months shall only be parked in the owner's driveway. No electrical cords shall be placed on any Common Area, or in an area where it will cause an interference with the maintenance of the landscape and roadway.

30. No vehicle shall be parked while covered with a tarp at any time.

Exception: Motorcycles or mopeds may be covered with a tarp since the entire vehicle is exposed to inclement weather at times.

### LANDSCAPING

31. Additional shrubs and/or trees may not be planted without the approval of the Association. Existing plants and trees may not be removed without the approval of the Association. Statues, fencing or other lawn ornaments may not be placed on Common Areas.

32. Residents may plant bulbs and/or flowers in existing shrubbery beds. Annual flowers only may be planted in mulch rings under deciduous trees. Unit owners are responsible for the removal of all annual plants promptly at the end of their flowering season.

33. Any flowers/plants planted by Unit owners or residents are the responsibility of the Unit owner to maintain and remove in a timely manner.

34. The following are prohibited from being planted in Charing Cross:

- a) Sun Flowers
- b) Vines
- c) Vegetable and/or fruit plants/trees

35. Birdfeeders designed for use by small birds are permitted in a limited number of locations and under strict conditions. A maximum of one (1) birdfeeder per unit is allowed.

- a) Feeders may be hung in deciduous trees adjacent to an owner's Unit so long as it does not cause any damage to the tree.
- b) Feeders may be hung from hooks or poles in mulched areas only for your Unit.
- c) Feeders shall not be attached to any deck or unit.
- d) All bird food shall be placed inside the designated feeder and not on the ground.
- e) Feeder owners are responsible for any fallen seed, bird droppings, any other debris or damage caused by the feeder.

### **TRASH & RECYCLING**

36. Garbage shall be placed in securely tied plastic bags whether or not trash containers are used. Garbage containers and/or trash bags shall be placed outside for pickup no sooner than dusk on the night before pickup. Trash shall not be stored anywhere outside your Unit, including but not limited to:

- a) Decks
- b) Patios
- c) Driveways

Any resident of a Unit who does not have a garage may store one trash container with a lid on the rear deck or patio of their Unit. The trash container may be no larger than 32 gallons, and only be in the colors of black, brown, green, grey or beige, The container and surrounding area must be kept clean of debris and any unwanted odor or nuisance. Permission may be revoked in the sole discretion of the Association, if the requirements of this rule are not strictly complied with.

37. Recycling containers shall follow the same hours of disposal as trash. All recyclables shall be secured in the recycle bin without the use of trash bags for verification of items by the recycling company. All recycling items must be properly secured to avoid being wind blown out of the container.



## **PETS**

38. Domestic pets are permitted under the following conditions
- a) Residents may have no more than two (2) dogs or cats or one (1) of each.
  - b) All pets shall be on a leash or carried, and the owner shall have complete control of their animal while outside.
  - c) Pets shall not be tethered to any object such as, but not limited to, a tree, stake, or deck.
  - d) Owners shall ensure that their pet does not cause unwanted noise for an extended period. The frequency, duration, time of day, and level of noise will be considered when determining if a warning or fine letter be issued to the Unit owner.
  - e) Pets are not permitted in the mulch area and on playground equipment of the Tot Lot.

Unit owners are responsible for the immediate removal of their pets' solid waste from all Common and Limited Common Areas. Solid waste should be disposed of in the owner's trash container. Waste shall not be placed in storm drain, left in shrubbery beds or under trees.

## **LEASING**

39. Unit Owners are permitted to lease their Unit, but must comply with each of the following to avoid being in violation of these rules and subject to enforcement action:
- a. All Leases must be in writing and a fully-executed copy of the signed Lease shall be provided to the Association for registration, no later than 10 days after the date that the tenancy begins.
  - b. All initial Lease terms must be for a period of no less than 1 year.
  - c. Unit Owners must include a full copy of these Rules & Regulations as an attachment to all Leases and include a paragraph in the Lease which states:  
"Tenant & Landlord acknowledge that Tenant has been provided by Landlord with a full and complete copy of the Rules & Regulations for Charing Cross, and Tenant agrees that he/she has read, understands and will comply with the same.
  - d. Owners are required to notify the Association in writing whenever there is a change in tenants, including if a tenant has moved out and a Unit is currently vacant or owner occupied.
  - e. Any time a Unit Owner changes tenants and must submit a Lease to the Association for registration, there shall be a Lease Registration Fee of \$1,000.00 assessed to the Unit Owner, which fee shall be used to help defray the costs for the Association in overseeing and regulating leasing activities within Charing Cross. The Lease Registration Fee must be received by the Association no later

than 10 days after the date that the tenancy begins. A \$100 late fee shall be assessed for any Lease Registration Fee not received within 10 days after the date that the tenancy begins, plus an additional \$25/day for each additional day that any portion of the Lease Registration Fee remains delinquent.

- f. Unit Owners remain solely responsible for the payment of all Association dues, late charges, fines, and any other Association charges.
- g. For the safety of the community, Unit Owners are strongly encouraged to conduct criminal background checks on all prospective tenants prior to leasing.

### **BUSINESS IN HOME**

40. Units may be used for accessory uses which are customarily incidental to residential use, including a professional office or rooms for home occupations; provided that any such accessory use conforms with the applicable zoning requirements of Doylestown Township. Additionally, no business activity within a Unit shall include the loading, unloading, and storage of inventory and supplies, use of tools and equipment, or anything else which causes increased noise, community traffic, or otherwise causes any type of community disturbance or interference with the quiet enjoyment of other residents.

## **ENFORCEMENT PROCEDURES**

### **1. Reporting Violations**

Complaints concerning violations of the Rules and Regulations or any provision of the Association's documents by an owner or tenant shall be submitted in writing or by email. Anonymous complaints will not be accepted or reviewed. The identity of all parties who make written reports will remain confidential.

### **2. Investigation**

A representative of the Management Company or a member of the Executive Board will investigate the complaint. Depending on the results of the investigation, appropriate action will be taken as determined in the sole discretion of the Board.

### **3. Violation Notice**

If a violation exists, the Board will send a written notice describing the violation to the Unit owner. He/she will be requested to correct the violation within a reasonable period of time, as determined by the Board.

If the violation is not corrected within the specified time, a second notice will be sent. The second notice will provide for a hearing if so requested by the party in violation. The notice will indicate the fine, if any, and other penalties assessed by the Board.

In certain situations, when the Board deems it necessary, only one (1) written notice will be sent. That notice will set forth the violation and specify the commencement date and schedule of the fines and/or other penalties the Board will assess if the violation is not corrected within the time specified.

### **4. Hearing**

Only Unit Owners have the right to a hearing, which hearing may be conducted by the Board or a committee appointed by the Board, as follows:

- a. A Unit Owner may only request a hearing for a violation of these Rules after the assessment of a fine; and
- b. A Unit Owner must provide the Association with a written request for a hearing within fourteen (14) days from the date of the notice assessing the fine being appealed.
- c. Written notice will be provided by the Association to confirm whether a hearing has been granted, including the date, time, and place of the hearing if one has been granted. If no written appeal to the Board is submitted within the time specified, the fine assessment will be final and unappealable.

Owners are not entitled to hearings for non-violation related matters, but may submit a written request for a hearing concerning a non-violation related matter. The determination on whether a hearing will be granted shall rest in the sole discretion of the Association Board of Directors. Owners will be notified in writing of the decision on whether a hearing has been granted, including the date, time and place of the hearing if granted.

The Unit owner will be notified within ten (10) days after the hearing of the outcome of the decision.

#### **5. Fines, Penalties, and Other Fees and Charges**

Appropriate fines will be assessed to the **Unit owner**. The minimum fine assessed shall be \$50. The determination as to the amount and frequency of all fines shall rest in the sole discretion of the Board, including possible daily fines when appropriate. Fines will continue to be assessed until the violation is corrected, including during any appeal where a hearing is to be scheduled. The Unit owner is also responsible for any costs associated with the violation including possible attorney fees and court costs.

### **DELINQUENCY POLICY**

#### **1. Common Expense Monthly Assessment Fee (Monthly Dues)**

Monthly Common Expense Fees are due on the first (1<sup>st</sup>) of each month, with a grace period until the fifteenth (15<sup>th</sup>) of the month. Monthly fees can also be paid through the Charing Cross Condominium website (address located on page 2).

#### **2. Late Charges and Fees**

A late charge of \$15.00 will be assessed to the Unit owner if the payment of the Monthly Common Expense Fee is received after the fifteenth (15<sup>th</sup>) of the month. The Association will notify the Unit owner in writing of the assessment of all late charges, fines and all other fees, and will provide a written statement at the end of each calendar month of all outstanding charges.

#### **3. Serious Delinquencies**

Legal action will be taken for serious delinquencies which are those exceeding an accumulation of three (3) times the common monthly expense assessment. This includes monthly assessments, late charges, fines, and any other outstanding charges on an owner's Association account.

## Appendix A

### CHARING CROSS CONDOMINIUM ASSOCIATION

The following is a list of the unit owner and Association's maintenance, repair and replacement responsibilities. Basically, each member is responsible for maintaining their unit and the property owned or assigned to them. The Association is responsible for maintaining the common ground and the exterior of the buildings. The membership and the Association share jointly in maintaining the limited common elements, which are assigned to individual owners.

Maintenance functions include keeping items neat, clean and in their original condition. For balconies, this would include applying wood sealers. Repairs are defined as the physical activity to fix a damaged or broken item. A replacement would be the structural repair or complete replacement of an item. If you have any questions concerning your responsibilities, please contact the Association or the management company at 215-343-1550.

	<u>HOMEOWNER</u>	<u>ASSOCIATION</u>
<u>UNIT OWNER PROPERTY</u>		
A/C Units/Heat Pumps/Related Wires, Pipes & Pad Maintenance, Repairs & Replacement	X	
Alarm Systems (Private Units) Maintenance, Repairs & Replacement	X	
Appliances/Hot Water Heater Maintenance, Repairs & Replacement	X	
Basements Water Seepage	X	
Sump Pumps (Maintenance, Repairs & Replacement)	X	
Chimney/Fireplace Repairs & Cleaning	X	
Flashing Leaks		X
Chimney Caps (repaired by Association; paid for by owner)	X	X
Doors (Entrance) & Frames Painting Outside (on scheduled basis)		X
Painting Inside	X	
Maintenance, Repairs & Replacement	X	
Locks & Hardware	X	
Doors (Sliding & Storm) Maintenance, Repairs & Replacement	X	
Dryer Vents Cleaning, Repairs & Replacement	X	
House Numbers	X	

## Appendix A

	<u>HOMEOWNER</u>	<u>ASSOCIATION</u>
Lights/Entrance		
Maintenance, Repairs & Replacement	X	
Light Bulb Replacement	X	
Sewer Line (Private)		
Cleaning, Repairs and Replacement of Unit Line	X	
Water Pipes		
Maintenance, Repairs & Replacement	X	
Water Spigot		
Repairs, Replacement & Winterize/Summerize	X	
Windows, Window Wells & Frames		
Glass, Unit & Frame Repairs & Replacement	X	
Flashing Leaks & Re-caulking		X
<b><u>LIMITED COMMON ELEMENTS</u></b>		
Decks		
Snow Removal, Maintenance, Repairs & Replacement	X	
Waterproofing (with Association approved color)	X	
Structural Replacement		X
Common Stairways		
Maintenance, Repairs & Replacement	X	
Driveways (Private)		
Snow Removal & Repairs	X	
Resealing/Repaving/Apron Replacement		X
Exterminating		
Inside Home, Deck/Patio	X	
Common Ground		X
Patios		
Snow Removal, Maintenance, Repairs & Replacement	X	
Structural Replacement		X
Roof Sewer Vent Pipe		
Flashing Leaks		X
Replacement	X	
Sidewalks (Private)		
Snow Removal, Repairs & Replacement	X	
<b><u>ASSOCIATION PROPERTY – BUILDING</u></b>		
Attic Area		X
Gutters, Downspouts and Splash Blocks		
Cleaning, Repairs & Replacement		X

## Appendix A

	<u>HOMEOWNER</u>	<u>ASSOCIATION</u>
Roofs		
Maintenance, Repairs & Replacement		X
Siding, Trim & Soffits		
Maintenance, Repairs, Replacement & Re-caulking		X
Unit Structure		
Foundation & Slabs	X	
<u>ASSOCIATION PROPERTY – GROUNDS</u>		
Common Roads, Parking Areas, Curbs & Common Sidewalks		
Snow Removal, Repairs & Replacement		X
Entrance & Street Signage		
Maintenance, Repairs & Replacement		X
Fences on Common Area		
Painting, Maintenance, Repairs & Replacement		X
Low Flow Channel		X
<u>ASSOCIATION PROPERTY – LANDSCAPING</u>		
Detention Basins/Swales & Lawn		
Mowing & Maintenance		X
Tree, Shrubbery Beds & Shrubbery		
Mulching, Maintenance & Chemical Applications		X
Trimming & Replacement		X
<u>ASSOCIATION PROPERTY – RECREATIONAL</u>		
Park Benches/Walking Trails/Tennis Court/Tot Lots		X
<u>OTHER</u>		
Fire Hydrants		
Maintenance	WATER	AUTHORITY
Mailbox		
Individual Boxes, Locks & Keys	POST	OFFICE
Sewer Lines		
Repairs & Replacement of Common Main Line	SEWER	AUTHORITY
Lawn Vent Cap Replacement		X
Streetlights (Trafalgar Road)		
Painting, Maintenance, Repairs & Replacement		TOWNSHIP
Streetlights (Association Roads)		
Painting, Maintenance, Repairs & Replacement		PECO

## Appendix B

### ASSOCIATION SNOW REMOVAL POLICY & PROCEDURES SUMMARY

January 14, 2014 (Republished June 2020)

Dear Charing Cross Homeowners & Residents:

The Charing Cross Condominium Association provides snow removal services for the community. These services are provided in accordance with **the Association's** responsibilities, **pursuant to the Association's governing documents** and the **Association's** snow removal contract with the snow removal service provider.

Please be advised that nothing has changed with respect to the Association snow removal policies and procedures which have always been in place, or the level of service. The purpose of this letter is simply to clarify for homeowners and residents, what snow removal services are to be expected from the Charing Cross Condominium Association, and Doylestown Township.

When a snow event is over, the Association snow contractor is required to be out to commence Association snow removal operations within 2 hours. However, depending on where in the community the snow removal operations begin, you may not see the contractor until a bit later.

#### Roads & Overflow Parking Areas:

All roads within Charing Cross, with the exception of Trafalgar Road are non-dedicated Association roads, and are plowed by the Association. Trafalgar Road is plowed by Doylestown Township. The Association has no control over the timing or quality of the snow removal services provided by the Township. After a snow event, if there are issues with respect to the plowing of Trafalgar Road, it is recommended that you contact the Township Office directly to report it.

For the Association roads, including the overflow parking areas, snow removal **services will only be provided if the total accumulation is over 2"**. During snow removal operations, **it is the homeowner's responsibility** to remove all vehicles from the overflow parking areas in order for the plow trucks to clear these spaces. If vehicles are not removed from overflow parking spaces by the day after the storm ends, the Association snow contractor will not return to clear those spaces.

#### Service Walks:

For the Association sidewalks, common walkways and driveway aprons, snow removal **services will only be provided if the total accumulation is over 1"**. The Association is not responsible for clearing any private walkways leading to individual units. Service to sidewalks and driveway aprons will only occur after the storm is



## Appendix B

over and the roads are plowed, as they have first priority. If the accumulation is **less than 1"**, it is the homeowner's responsibility to clear their sidewalk and driveway apron, not the Association.

### Ice Mitigation & Follow-up:

The Association is not responsible for ice mitigation. After the snow is initially removed from sidewalks and driveway aprons, neither the Association nor the contractor have any responsibility for any additional service. This includes treating slippery or icy conditions. If, at any time following the initial snow removal process by **the Association's contractor**, the snow accumulated adjacent to the service areas melts and refreezes, the homeowner is solely responsible for deicing those areas, not the Association.

It is not recommended to use rock salt on sidewalks or driveway aprons as that product could cause damage to the concrete surface. It is only recommended that calcium chloride or a similar product be used on concrete surfaces. Rock salt or calcium chloride is an acceptable product for deicing on asphalt areas. The Association, therefore, recommends that during the winter months each homeowner maintain a supply of calcium chloride or other similar product other than rock salt, for their personal use.



**- REQUEST FOR APPROVAL -**

**CHECK ONE:**                     **ARCHITECTURAL**                     **LANDSCAPE**

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (H/C) \_\_\_\_\_ (Email) \_\_\_\_\_

Description of Proposed Change or Modification to the homeowners unit and/or limited common area:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Proposed Change or Modification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**A SKETCH OF THE PROPOSED ALTERATION MUST BE DRAWN TO SCALE ON A SEPARATE PIECE OF PAPER, NOT LESS THAN 8-1/2" X 11", WITH ALL PERTINENT DIMENSIONS NOTED. ALSO, PLEASE SUBMIT A COPY OF YOUR CONTRACTOR PROPOSAL, INCLUDING PROOF OF INSURANCE. ALL REPLACEMENTS MUST BE THE SAME IN APPEARANCE, FORM & FUNCTION.**

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOLLOWING APPROVAL BY THE ASSOCIATION, HOMEOWNER(S) IS RESPONSIBLE FOR OBTAINING ANY APPLICABLE PERMITS FROM DOYLESTOWN TOWNSHIP, 215-348-9915. APPROVALS ARE ONLY VALID FOR SIX MONTHS FROM THE DATE OF ASSOCIATION APPROVAL.**

Return To:  
975 Easton Road, Suite 102, Warrington, PA 18976 or  
FAX: 215-491-5620 or m.klein@cpm975.com

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**ASSOCIATION AUTHORIZATION (for Association use only):**

Approval of the request is granted with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

Request for approval is denied for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# CHARING CROSS

## TENANT REGISTRATION FORM

ASSOCIATION UNIT ADDRESS\_\_\_\_\_

UNIT OWNER(S):

NAME(S)\_\_\_\_\_

ADDRESS\_\_\_\_\_

PHONE# (HOME)\_\_\_\_\_ (OFFICE)\_\_\_\_\_

TENANT(S):

NAME(S)\_\_\_\_\_

ADDRESS\_\_\_\_\_

PHONE# (HOME)\_\_\_\_\_ (OFFICE)\_\_\_\_\_

CAR(S) MAKE, MODEL AND LICENSE PLATE\_\_\_\_\_

\_\_\_\_\_

LEASE START DATE\_\_\_\_\_ LEASE END DATE\_\_\_\_\_

AUTOMATIC RENEWAL YES\_\_\_\_\_ NO\_\_\_\_\_

PETS ALLOWED YES\_\_\_\_\_ NO\_\_\_\_\_

NUMBER AND TYPE\_\_\_\_\_

As the Landlord/Owner of the above referenced unit in the Charing Cross Condominium Association, I verify that the above information is correct and I have provided a copy of all necessary Association Rules/Regulations/Restrictions to my tenant. As the Landlord/Owner I am responsible for the actions of my tenant and any guests or occupants of the unit. I have attached a copy of my written lease agreement as required by Article IX of the Association's Declaration.

Owner's Signature\_\_\_\_\_ Date\_\_\_\_\_