

# **Village of Glenwood**

## **Rules and Regulations**

### **March 2019**

***Based on the following:***

- 1. Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood Dated May 2014;***
- 2. Approved Amendments;***
- 3. Adopted Resolutions.***

**All requests for service, inquiries, or complaints must be made to Janet Burgess at CSK Management Co. at 610-337-3500 [jburgess@cskmgmnt.com](mailto:jburgess@cskmgmnt.com)**

**This document contains the Rules and Regulations (pages 1-16), Resolutions, Glass Replacement Policy, requisite application/request forms, and the 2 Amendments (pages 17-44), which are applicable to Glenwood Village.**

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## 1. Preface

- 1.1. ARTICLE VI USE RESTRICTIONS Section 6.1.15 Rules and Regulations. Rules and regulations, not in conflict with the provisions of the AMENDED AND RESTATED DECLARATION OF COVENANTS AND EASEMENTS FOR THE VILLAGE OF GLENWOOD, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Council, 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 Council promptly after the adoption of such Rules and Regulation or any amendments thereof.
- 1.2. In accordance with **Article I, Paragraph J, of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood 2014** (the “Declarations”), the Village Council has the duty to publicize Rules and Regulations for the Village. Not all items listed here are referenced in the Declarations. Where pertinent, the specific Article and/or paragraph of the Declarations is cited in this document.
- 1.3. In the event there is any ambiguity associated with any rule or regulation, the Glenwood Council has the responsibility and authority to make the final interpretation as long as there is no conflict with the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood 2014
- 1.4. The Glenwood Council has the responsibility and authority to resolve any situation or item not covered in these Rules and Regulations or in the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood 2014
- 1.5. Resident and nonresident owners, tenants, houseguests and visitors are subject to these Rules and Regulations.
- 1.6. Homeowners who fail to comply with any of these Rules and Regulations will be notified of the infraction by the Managing Agent and will be given a specified, reasonable amount of time to comply. Continued violation could lead to further action by the Village Council.
- 1.7. Enforcement of these Rules will be in accordance with the *Resolution # 3, Rules Enforcement Procedures*. **Refer to Article XV, General Provisions, Section 1.5.1 Enforcement**
- 1.8. These Rules and Regulations may be amended or revised by majority vote of the Village Council. Amendments or revisions will become effective when published. **Refer to Article VI Use Restrictions, 6.1.15 Rules and Regulations**

## 2. Definitions - Article II Property Subject to this Declaration

- 2.1. House--The perimeter boundaries of each house are:
  - 2.1. Exterior wall surfaces of the residential building which shall be deemed closed by planes crossing openings formed by windows and doors
  - 2.2. Vertical planes along the perimeter of the patio and deck (if any) extending out from the house

- 2.3. A plane bisecting any wall separating the house from any adjoining house. The houses have no upper or lower boundaries within such perimeters
- 2.4. For the purposes of the above description, the title lines of each house shall be deemed to include exterior architectural or structural elements of the residential building serving or attached to that house, including stairs, decks, shutters, windows, door frames, chimneys, balconies and the like (but excluding walkways) and shall include additions to any house made by the builder or by the homeowner after receiving written approval by the Village Council.
- 2.5. Common Area - All of the Village land outside the boundaries of the residential buildings is Common Area. This includes: mulched areas, lawns, interior roads, parking areas and driveways.

### **3. Architectural Control – Article X Architectural Control**

- 3.1. Any addition to a house which will include an expansion of its exterior walls or roof (excluding stairs, decks, balconies, jalousies, window greenhouses, patios or other similar nonstructural details) into the Common Area, or will result in the enclosure of any patio or deck must first be approved in writing by 67% of the homeowners and 51% of any first mortgagees which have registered with the Secretary of the Homeowners Association.
- 3.2. Any modification, repair, renovation, replacement, or reconstruction (including painting or staining) of any house (except nonstructural work on the interior) by any homeowner must first be approved in writing by the Village Council.
  - 3.2.1. This includes: exterior doors and hardware, exterior door locks, storm or screen door frames, window frames, tinted window film, window or door screens, roof and/or wall penetrations of any kind. A Glenwood Village Architectural Change Request form must be submitted to and approved by the Council prior to the start of any above described work.
- 3.3. No holes are permitted to be drilled or made nor are any nails or screws permitted to be driven into or through the vinyl siding of any building or into any stone wall in the village.
- 3.4. To extend the life and maintain uniform and attractive appearance of the wood decks throughout the village, homeowners must maintain decks, railings, visible supporting structure, and lattice in a manner that prevents splintering, rot, and deterioration. These items must be sealed and/or stained on an as needed basis as determined by the Village Council. Deck owners are to call the Managing Agent to obtain the current products to be used and procedures to be followed.
- 3.5. Tampering or interfering with, attempt to repair, alter or make a connection to any interior or exterior electrical, telephone, water, sewer, other utility cable, pipeline, or such equipment by any person shall not be permitted without the prior written permission of the Village Council. The attached GLENWOOD VILLAGE ARCHITECTURAL CHANGE REQUEST form must be submitted for Council approval before any work can begin.

- 3.6. Signs or other objects except the American Flag shall not be erected or attached to the exterior of any building on any part of the Common Area by any homeowner without first obtaining written approval from the Village Council.
- 3.7. Curtains, drapes, shutters, blinds, or tinted films may be installed as interior window treatment. No window shall be covered with aluminum foil or mirror-like reflective film. All such treatments shall present a white or neutral appearance when viewed from the exterior of the residence.
- 3.8. When a homeowner has made changes to the outside/external frame/shell of the home, and there is no record on file with the Management Company or Secretary of the Council of these changes through architectural forms of permission given by the Council, the responsibility for any damages caused by the changes or damages to these changes is the responsibility of the current homeowner
- 3.9. The Association complies with the FCC regulations on the installation of satellite dishes and antennas. Guidelines for the installation of dishes and antennas are available through the Managing Company... Owners must comply with the guidelines and submit the form before installation. ***Refer to Satellite Dish Resolution #2.***

#### **4. Landscape Control - Article VI Use Restrictions, Paragraph 6.1.2 Common Facilities**

- 4.1. Any Common Area modification, reconstruction, or removal of any plantings made by Glenwood's landscape contractor or by any homeowner must first be approved in writing by the Village Council.
  - 4.1.1. Homeowners may plant flowers in mulched areas without approval if the plants do not exceed 24 inches in height at maturity. Homeowners who plant these flowers will be responsible to maintain such flowers. Fences of any type may not be installed
  - 4.1.2. For the rest of the Common Area, any planting done by a homeowner must be approved by Council via submission of a Landscape Request Form and, if approved by Council, will be the responsibility of the planting homeowner to maintain and replace them if the plants do not survive.
  - 4.1.3. If a Homeowner plants an invasive species, as determined by Hershey's Mill Landscape, the Homeowner is responsible for the cost of having it removed.
- 4.2. Due to the maturity of the majority of the plants throughout the Village as well as the overplanting in some areas, automatic replacements will not be done. If a tree or shrub is removed, an evaluation by the Landscape Division and the Village Landscape Committee will be conducted to determine if replacement is needed. Replacements will be made on a case by case basis at Council's discretion
- 4.3. A homeowner, without prior approval, may plant flowers (but not vegetables, herbs, trees or shrubs) in a bed up to 24" wide adjacent to the ground level patio, deck, or unit structure. If a homeowner wishes to expand the bed, a written request must be submitted (including a landscape plan) to the Council for approval.
  - 4.3.1. The homeowner will be responsible for maintenance and replacement of plants that do not survive in such a bed. If it is not properly maintained, the area will be restored at the homeowner's expense.

- 4.4. Lampposts, birdbaths, statues, sculptures or other improvements/adornments shall not be erected or placed in the common area without the Council's written approval. Wind chimes may be installed; however, they must be removed, if after installation a written complaint of excessive noise is submitted to the Village Council.

## **5. Residential Use Only- Article VI Use Restrictions**

- 5.1. No part of the Village land shall be used for other than residential related recreational purposes for which the Village land was designated. Each house shall be used as a residence for one family only.
- 5.2. For either owner occupied units or for non-owner occupied units held for investment purposes, no lease shall be for less than the whole unit, nor for an initial term of less than 1 year. All leases must be approved by the village Council. Subletting of leases is not permitted.
- 5.3. No industry, business, trade, or occupation shall be conducted on or in any part of the Village except to the extent permitted by the Zoning Ordinance of East Goshen Township
- 5.4. Activities which unreasonably disturb, annoy, or interfere with the rights, comfort, quiet enjoyment and convenience of other residents shall not be permitted
- 5.5. All trash and other refuse shall be kept out of sight in tightly covered, waterproof containers located in the trash storage area. All recyclable trash shall be segregated and accumulated in containers designated for that purpose. Each homeowner shall take steps to ensure that trash odors are contained.
- 5.6. Unsupervised children shall not be permitted to loiter or play upon the walks, parking areas or driveways
- 5.7. All parking regulations, speed limits, and other traffic regulations shall be strictly obeyed. Vehicles are not to be serviced on Village land. Inoperable vehicles will be towed at the owner's expense. Homeowners have the obligation to impress upon guests and service people the necessity to comply
- 5.8. Firearms, bows and arrows, fireworks or explosive materials are not to be discharged on Village land.
- 5.9. A telephone landline must be maintained by the homeowner at all times, in every house in the village, even though the house is unoccupied. The alarm/security system must be able to transmit signals to the Security Department in the event of smoke, fire, heat or panic emergency. This is necessary to protect the homeowner, but also to protect the adjacent neighbors, their homes and their property.
  - 5.9.1. Failure to maintain a working telephone line for the purpose explained above will result in a \$25 PER DAY fine which will begin 72 hours after delivery of notice by certified mail notifying the homeowner of such non-compliance. The daily fine will continue until the Managing Agent of the Association has received notification that the condition has been remedied.

**Residential Use Only (Continued)**

- 5.10. Bicycles, toys, tools, ladders, or other items of personal property shall not be stored or left on any patio or on or under any deck or on any part of the common area. The exceptions to this rule are that outdoor tables, chairs and barbecue sets which may remain set up on decks and patios. Barbecue sets used on decks must have a fireproof underlayment extending 12 inches beyond each side of the grill.
- 5.11. A fire extinguisher or water hose is to be at hand in case of an accidental blaze.
- 5.12. Nothing shall be done or kept in any house or on the common area which could cause the cancellation, reduction of coverage, or increase the premium of any insurance policies maintained by the Council pursuant to the Declarations or which would violate any law, ordinance or regulation.
- 5.13. One above ground outdoor propane tank is permitted for outdoor cooking grills, for gas in an existing fireplace, and for hot water heating devices, when authorized by the Village Council. **Refer to Outdoor Propane Tanks, Resolution #4** for more details. Owners must comply with the Resolution #4 and submit the Request for Installation of Outdoor, Above-Ground Propane Tank... form before installation.

**6. PETS – Reference: Article VI, Use Restrictions, Paragraph 6.1.11**

- 6.1. Dogs, cats or other animal pets may be kept in the House provided, however, that the presence of such animals does not disturb or interfere unreasonably with the rights, comfort, or convenience of any other resident of the Village or cause injury to property.
- 6.2. The owner of the house where any animal is kept or harbored or whose guest brings any animal upon the Village Land shall be responsible for and shall indemnify and hold harmless the Council, the Homeowner's Association and each other Home Owner from and against any loss or liability to person or property of any kind arising out of the presence of such animal from that House on the Village Land.
- 6.3. No animal, insect, fish or reptile of any kind shall be bred in a House over the objection of any resident of the Village; and in no event shall more than two dogs, cats, or other ambulatory pets be kept in any House. Dogs, cats and other ambulatory pets shall, when not on a leash, be kept within their owner's House. No dog, cat or other animal shall be permitted to relieve itself on any shrub, fence or car. Any solid waste left on any Common Area shall be promptly placed in a bag and put in the pet owner's refuse container. Every pet owner shall take all reasonable steps to prevent the noise, waste, or odors of his pet from annoying other residents of the Village.
- 6.4. The Council shall have the right to require that any potentially dangerous or habitually diseased, infested, unclean or noisy animal, reptile, fish or insect, be removed from the Village Land. In the event of the breach of this Rule, the Council or its agent, with the sole discretion of the Council or its agent may require of the owner of such pet or animal that it be permanently removed from the Village Land.

## **7. VEHICLES – Reference: Resolution #6, Types, Storage, and Location of Permitted Vehicles in Glenwood Village**

- 7.1. Automobiles of residents shall be parked in the resident's garage or in nearby parking areas. Space in an assigned garage must be used for an automobile before outside parking is used. The garage must not be used for storage if such storage makes automobile parking impossible. Outdoor parking spaces are not assigned. Courtesy dictates that neighbors share parking spaces in a manner that is most considerate for all concerned. For safety and security reasons and Village aesthetics, garage doors should be kept closed. For the same reasons parking in front of garage doors is prohibited.
- 7.2. Automobiles and other permitted vehicles, including passenger minivans, full-size passenger vans, or sport utility vehicles for passenger use, may be parked within guest parking areas provided that garages and driveways shall be utilized before available guest parking spaces are used for parking such vehicles. Pickup trucks with non-commercial license plates used exclusively or primarily for passenger transport will be considered as passenger vehicles and are subject to the same rules as passenger vehicles.
- 7.3. No vehicle, whether belonging to residents or visitors, shall be parked so as to impede or prevent ready access to and from walks or ramps, other vehicles, mailboxes or parking spaces. For safety and in order to allow full access for emergency vehicles to all homes, parking in front of garage doors, sidewalks, ramps, or around the island is strictly prohibited. Visitors should be asked to park in other available parking areas.
- 7.4. In order to provide trash trucks and emergency vehicles easy access to all Village units, all residents and guests must utilize designated guest parking spaces and are not permitted to park along the shoulder of Village streets.
- 7.5. Overnight parking on the shoulders of Village streets is prohibited. No vehicle shall park, stop, or stand along the side or in the middle of any driveway or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking space.
- 7.6. No motorcycle, commercial van/truck, pickup truck with commercial license plates or other non-passenger vehicle shall be parked within the Village land, other than for purposes of loading and unloading, unless parked within a garage.
- 7.7. No inoperable or unlicensed vehicles shall be parked within the Village land for more than 48 hours.
- 7.8. No boats, trailers, trucks, or campers shall be stored or left unattended on the Village Land except in such areas as may be designated by the Council and no commercial vehicles shall be left or stored on the Village Land.
- 7.9. No vehicle shall be repaired, tuned, or otherwise mechanically serviced or attended (except for changing a flat tire or charging a battery), washed, polished, waxed, vacuumed or otherwise cleaned (except for the removal of snow and the cleaning of ice, snow and dirt from the windshields) on Village Land.
- 7.10. Moving vans and large trucks are permitted in Glenwood Village only during DAYLIGHT HOURS. Homeowners are responsible for any damage to Village property caused by your moving company. It is suggested that the homeowners supervise the arrival and departure of these trucks.
- 7.11. Golf carts shall be housed or stored only in garages. They may not be parked under decks or in any location adjacent to the house. A golf cart shall not be stored in such a manner that it forces the automobile normally housed in that garage to be moved outside. Golf carts may not be driven on any landscaped Common Area. They are intended for use only on paved roads.



- 7.12. Moving vans are not permitted to be left parked anywhere in the Village overnight. If there is a need for the van to be here more than one day, special arrangements must be made with Hershey's Mill Security for a location where the van may be parked overnight.
- 7.13. Residents should notify neighbors of the date of scheduled move to allow them to move their vehicles etc.
- 7.14. The council shall have the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the expense of the responsible homeowner, and without liability for damage caused to the moved or towed vehicle.

## **8. EQUIPMENT AND INSTALLATIONS**

- 8.1. No person shall go up on the roof of the Residential Buildings, garages or other buildings without the prior written permission of the Council or Management Company. Any damage to a roof caused by a workman hired by a Homeowner will be repaired at the Homeowner's expense.
- 8.2. All radio, television, phonograph, audio or other electrical equipment of any kind, and all appliances of every kind however powered, such as washers, dryers, space heaters, sun lamps and the like, installed or used in a House, shall comply with all rules, requirements and recommendations of all public authorities and boards of fire underwriters having jurisdiction. All homeowners are required to use only licensed contractors and equipment approved by Underwriters Laboratories.

## **9. WATER AND PLUMBING**

- 9.1. The water shall not be left running for any unreasonable or unnecessary length of time in any House. Since the Glenwood Village HOA Council pays for all water used by the village, use of water for shrubs and lawn care, or any purpose other than necessary human consumption, shall be subject to the regulations and limitations which may, from time to time, be imposed by the Council.
- 9.2. Toilets and drains shall be used for no other purpose than that for which they were designed. No sweepings, rubbish, rags, papers, ashes or other substances shall be deposited therein. Any repairs necessitated by the misuse of such facilities shall be charged to the offending Homeowner.

## **10. EXPLOSIVES AND INFLAMMABLES – Article VI Paragraph 6.1.12**

- 10.1. No inflammable or combustible material or any explosive or otherwise extra-hazardous fluid, material, chemical or substance shall be brought into or stored in any House except those in common use for ordinary household purposes. The disposal of these materials should be according to environmental regulations.
- 10.2. Portable propane tanks for outdoor grills may be stored only in a **DETACHED** garage or on a deck or patio.
- 10.3. No more than 2 propane tanks/unit may be in use or in storage at any given time. This is for safety purposes so that, in case of a fire, firefighters will know that when they have found 2 tanks, there are no more at that unit.

## 11. MISCELLANEOUS

- 11.1. Any complaints regarding the maintenance and condition of the Village Land or the actions of the Council or its officers, agent, employees or independent contractors, or of any Home Owner or any members of his family, guests, invitees, employees or independent contractors, shall be made in writing to the Council or its managing agent which shall be permitted [except in emergencies] a reasonable time in which to study and act upon the complaint before any other action is taken by the complainant
- 11.2. Any consent or approval given by the Council under these rules may be revoked or modified at any time.
- 11.3. The Council may amend these Rules from time to time. ***Refer to Article I Amendment to Declaration Defined Terms, Paragraph J***
- 11.4. No Home Owner or resident of the Village of Glenwood shall attempt to direct, supervise, or in any manner attempt to assert any control over the employees of the Homeowners Association, the Council or the Council's managing agent. No employee shall be used to perform any function or service except that for which said employee is employed.

## 12. BUILDING MAINTENANCE – Article IX Maintenance and Repair Obligations

- 12.1. The Declarations require the Glenwood Village Homeowners Association to maintain certain parts of our houses. It is important that the homeowners be informed and aware of the kinds of maintenance that are common expenses and those that are the responsibility of the homeowner. Refer to Table 1 for a list of examples.
- 12.2. If your house requires maintenance you must contact CSK Management and identify the problem.
- 12.3. If the Association's contractor performs the work and it is later determined that it is the homeowner's responsibility, the homeowner will be billed for the work performed.
- 12.4. Standard specifications have been prepared for the following: awnings and storm doors. These are available from the Managing Agent.

## 13. GLASS REPLACEMENT – Reference: Glenwood Village Glass Replacement Policy; Effective 7/23/2018

With regard to replacement of damaged windows, Article IX, Sections 9.1.5, 9.1.12, and 9.2.4d of the declarations clearly state that the glass is the responsibility of the unit owner. The intent is for the unit owner to be responsible for the window other than the window frame. In keeping with several window manufacturers, other HM villages and the HM Master Association, the Glenwood Village Council defines window glass, which is the responsibility of the homeowner, as follows:

1. Skylights – The glass itself and all the elements that hold the glass in place. This can be removed and replaced.
2. Double hung - The glass itself and all the elements that hold the glass in place, including the sash, plus any required hardware and weather stripping.

3. Casement –The glass itself, the sash, and everything that swings out, together with the required hardware, mechanism, and the weather stripping.

Also, in keeping with other villages in Hershey's Mill as well as the HM Master Association, GV Council has determined that glass, as defined above, represents 50% of the total cost of the complete window and, therefore, the unit owner is responsible for 50% of the total cost, including labor, of the replacement window. The cost of the Velux FS (Fixed Skylights) with the requisite Velux flashing kits and Andersen 400 double hung and casement windows will be the standards used to determine the 50/50 payment split. If a unit owner chooses to upgrade the replacement window from the standard, the HOA will pay 50% of the cost for the standard window and the unit owner will pay for the rest.

## **14. HOLIDAY DECORATIONS**

### 14.1. General Rules

- 14.1.1. All outdoor holiday decorations in the Village shall be in good taste as determined by Council. Refer to 14.5 below.
- 14.1.2. Lighting may not be strung or hung on the outside of a house, garage, or stone wall, except as approved by Council
- 14.1.3. For the sake of safety and/or of clearing snow and ice, no electric cords may be laid across any paved walkway or driveway.

### 14.2. Village Decorations for Year End Holidays

- 14.2.1. The Village decorations are put in place by resident volunteers from the Village. Generally, weather permitting, they are put in place during the week of Thanksgiving and removed by no later than the next January 15. The Village does not decorate for any other holiday than Year End Holidays.
- 14.2.2. The Village decorations are provided by the Council and are stored in the Village shed.

### 14.3. Individual Decorations

- 14.3.1. Individual Homeowners may put out their own decorations provided they comply with the General Rules above
- 14.3.2. Individual decorations may consist of:
  - 14.3.2.1. Natural or artificial decorations hung beside, on, or inside a door or window and must use the proper type of hook for siding if mounted on the siding of the house
  - 14.3.2.2. Strings of lights in trees or shrubbery adjoining the homeowner's unit
  - 14.3.2.3. Roping or other decorations on pillars, deck railings, or other parts of the house except as noted
  - 14.3.2.4. Decorations should be taken down after a holiday in a timely fashion

14.4. For Year End Holiday Decorations, all lighting put up by a home owner may be put up during or after the week of Thanksgiving and, weather permitting, removed no later than the next January 15, weather permitting.

14.5. Holiday Decorations in the Common Area

The following is based on *Landscape Control - Article VI Use Restrictions, Paragraph 6.1.2 Common Facilities, Declaration of Covenants and Easements for the Village of Glenwood*. **Common ground means any land beyond the outside footprint of a unit including the 18 inches from the house foundation allowed for landscaping.**

At any time during the year, but not later than the October Council meeting, residents who wish to place Year-end Holiday decorations (excluding lights) on Common ground must submit written requests to the Council. Examples of these decorations are, but not limited to, crèches, deer, angels, Santa Clauses, Rudolph, the Red-nosed Reindeer, etc.

For other holidays, a written request to place decorations on common ground must be submitted 2 months in advance of a holiday. The written request must contain a detailed description or picture of the decoration and describe where on Common ground the decoration will be placed. The Council will then take each request under advisement individually and approve or disapprove the request. Failure to adhere to Council's decision will result in fines being levied and the decorations removed.

The above compliances as described in this **Article 13. Holiday Decorations** apply to any holiday.

**Table # 1**  
**Village of Glenwood**  
**Summary of Association and Unit Owner Responsibilities for Maintenance**

To help clarify the assigned responsibilities for maintenance that are provided in the Declarations. Please Refer to the following list:

<b><u>Exterior Walls</u></b>	<b>Association</b>	<b>Homeowner</b>	<b>Declarations</b>
Painting, including siding and stucco	<b>X</b>		<b>9.2.4</b>
Siding	<b>X</b>		<b>9.2.4</b>
Pebble insulation board	<b>X</b>		<b>9.2.4</b>
Cracks in foundation and water leaks from outside		<b>X</b>	<b>9.1.7</b>
<b><u>Interior Walls</u></b>			
Interior title walls – common walls between units	<b>X</b>		<b>9.2.4.g</b>
Interior framing		<b>X</b>	
Interior trim		<b>X</b>	<b>9.1.3</b>
Interior finish		<b>X</b>	<b>9.1.3</b>
Dry wall		<b>X</b>	<b>9.1.3</b>
Insulation		<b>X</b>	<b>3.1.4</b>
<b><u>Exterior Doors &amp; Frames</u></b>			
Painting (exterior side)	<b>X</b>		<b>9.2.4.a</b>
Doors & Frames (except screen doors)	<b>X</b>		<b>9.2.4.d</b>
Sliding doors & screens (excluding glass and screens)	<b>X</b>		<b>9.2.4.d</b>
Door Hardware (Council Specifies, Homeowner pays cost)		<b>X</b>	<b>9.1.5</b>
Garage Door openers, mechanism and hardware		<b>X</b>	<b>9.1.5</b>
Glass and Screens		<b>X</b>	<b>9.1.5</b>
Weather stripping		<b>X</b>	<b>9.1.4</b>
Storm doors, frames, glass, and screens		<b>X</b>	<b>9.1.5</b>

**Table 1 (Continued)**

<b><u>Exterior Windows and Frames</u></b>	<b>Association</b>	<b>Homeowner</b>	<b>Declarations</b>
Windows and Frames	<b>X</b>	<b>X</b>	<b>Glass Policy</b>
Painting	<b>X</b>		<b>9.2.4.a</b>
Glass, Screens, and Hardware	<b>X</b>	<b>X</b>	<b>Glass Policy</b>
Weather stripping		<b>X</b>	<b>9.1.4</b>
<b><u>Exterior</u></b>			
Common area lawns, plantings, walkways	<b>X</b>		<b>9.2.1 &amp; 9.2.2</b>
Common area original planting as council judges desirable	<b>X</b>		<b>9.2.1</b>
Front stoops – if original slate or concrete has not been modified or replaced since originally built	<b>X</b>		<b>9.2.4.c</b>
Front stoops – if original slate or concrete has been modified or replaced since originally built		<b>X</b>	<b>9.2.4.c</b>
Decks and deck stairs, railings and lattice		<b>X</b>	<b>9.1.1</b>
Gutter and downspout repair and replacement	<b>X</b>		<b>9.2.4.h</b>
Mailboxes	<b>X</b>		<b>9.2.4.c</b>
Patios, concrete		<b>X</b>	<b>9.1.1</b>
Exterior faucets	<b>X</b>		<b>9.2.4.a or j</b>
Exterior lighting & light sensors on Village circuit	<b>X</b>		<b>9.2.4.i</b>
Exterior Electrical Outlets		<b>X</b>	<b>9.2.4.i or j</b>
Exterior light fixtures controlled by home owner's switch		<b>X</b>	<b>9.1.1</b>
Privacy stone walls around privacy decks	<b>X</b>		<b>9.2.4.g</b>
Homeowner added plantings		<b>X</b>	<b>9.1.2</b>
Homeowner landscape improvements		<b>X</b>	<b>9.1.2</b>
Homeowner exterior improvements		<b>X</b>	<b>10.1.1</b>
Replacement of shrubs in homeowner added landscaping beds		<b>X</b>	<b>9.1.2</b>
Roads and utility lines in common areas	<b>X</b>		<b>9.2.2</b>

**Table 1 (Continued)**

<b><u>Structural Elements above Wallboard of the uppermost floor</u></b>	<b>Association</b>	<b>Homeowner</b>	<b>Declarations</b>
Skylight frames + glass	X	X	Glass Policy
Skylight motors and operating mechanisms		X	9.1.12
Roof surfaces including shingles and underlayment	X		9.2.4.b
Roof beams		X	9.1.12
<b><u>Central Fire &amp; Security Alarms</u></b>			
Lines, fixtures, and related equipment	X		9.2.4.j
Periodic testing	X		9.2.4.j
<b><u>Damage due to leakage or overflow from plumbing, heating, air conditioning or other equipment and appliances,</u></b>		X	9.1.10
<b><u>Utility Related Installations</u></b>			
Heating and air conditioning equipment		X	9.1.8
Hot water heaters, sump pumps, ventilators		X	9.1.8
Interior electrical fixtures, equipment and appliances		X	9.1.8
Interior plumbing fixtures and equipment		X	9.1.8
Telephones and television		X	9.1.8
Interior piping, wiring related to utility related installations		X	9.1.9
Interior Lines and ducts related to utility related installation		X	9.1.9
Dryer vent cleaning		X	9.1.9
Wells and piping installed underground as part of the geothermal wells at units 607-612		X	Amendment 2

**Table 1 (Continued)**

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<b><u>Chimneys &amp; Fireplaces</u></b>	<b>Association</b>	<b>Homeowner</b>	<b>Declarations</b>
Cleaning of chimneys and maintenance below the damper		<b>X</b>	<b>9.1.6</b>
Chimneys above the damper along with chimney caps. Chimney maintenance above damper including periodic inspection, testing, and repair	<b>X</b>		<b>9.2.e</b>
<b><u>Pest Extermination</u></b>			
Exterior extermination and control of bees, wasps or wood damaging insects	<b>X</b>		<b>9.2.4.k</b>
Interior insect control and/or damage		<b>X</b>	
<b><u>Water Lines</u></b>			
Building connections	<b>X</b>		<b>9.2.5</b>
<b><u>Sewer Lines</u></b>			
Piping to first clean out outside the building		<b>X</b>	<b>9.1.9</b>
Individual building connections and laterals	<b>X</b>		<b>3.2.1 &amp; 3.3.2</b>



## **15. RESOLUTIONS, APPLICATIONS, AND AMENDMENTS**

This section contains the following documents:

- RESOLUTION #1 - GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION ASSESSMENT COLLECTION PROCEDURE
- RESOLUTION # 2 - GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION SATELLITE DISH INSTALLATION
- GLENWOOD VILLAGE SATELLITE DISH APPLICATION REQUEST AND INDEMNITY FORM AND RESPONSIBILITY ACKNOWLEDGEMENT FORM FOR CONTRACTOR
- RESOLUTION # 3 - GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION RULES ENFORCEMENT PROCEDURES
- RESOLUTION #4 - GLENWOOD VILLAGE HOME OWNERS ASSOCIATION OUTDOOR PROPANE TANKS
- GLENWOOD VILLAGE REQUEST FOR INSTALLATION OF AN OUTDOOR ABOVE-GROUND PROPANE TANK AND RESPONSIBILITY ACKNOWLEDGEMENT FORM FOR CONTRACTOR
- RESOLUTION #5 - GLENWOOD VILLAGE HOME OWNERS ASSOCIATION CAPITAL IMPROVEMENT FEES
- RESOLUTION # 6 - GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION TYPES, STORAGE AND LOCATION OF PERMITTED VEHICLES IN GLENWOOD VILLAGE
- GLENWOOD VILLAGE WINDOW GLASS REPLACEMENT POLICY
- GLENWOOD VILLAGE ARCHITECTURAL CHANGE REQUEST
- RESPONSIBILITY ACKNOWLEDGEMENT FORM FOR CONTRACTOR
- GLENWOOD VILLAGE LANDSCAPE REQUEST FORM AND RESPONSIBILITY ACKNOWLEDGEMENT FORM FOR CONTRACTOR OR HOMEOWNER INSTALLED LANDSCAPE
- FIRST AMENDMENT TO AMENDED AND RESTATED DECLARAION OF COVENANTS AND EASEMENTS FOR THE VILLAGE OF GLENWOOD
- SECOND AMENDMENT TO AMENDED AND RESTATED DECLARAION OF COVENANTS AND EASEMENTS FOR THE VILLAGE OF GLENWOOD

**RESOLUTION #1**  
**GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION**  
**ASSESSMENT COLLECTION PROCEDURE**

**WHEREAS**, Article VII and Article VIII of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood (the "Declaration") define the duty of the Village Council to determine the amount of the annual assessment against each unit and to levy and collect such assessment from members; and

**WHEREAS**, the Village Council wishes to clearly define the administrative procedures it will follow to carry out the collection of any such assessments,

**BE IT THEREFORE RESOLVED** that the following procedures apply:

1. The assessment for Common Element Expenses of each Unit shall be assessed equally for each unit.
2. Any quarterly payment received after the tenth of the month shall be termed delinquent.
3. A late fee charge of 4 % of the amount due will automatically be added without notice to every account with a balance as of the tenth of the month the assessment is due to be paid.
4. Assessments shall, until fully paid, together with interest accrued at 18 % per annum (or the highest rate allowed by law, if lower), from the 30th day following the date of such notice, constitute a charge on the House of each Home Owner assessed, and shall be a continuing lien upon the House subject to the prior lien of certain mortgages as provided in the documents. Each such Assessment, together with the interest and cost of collection as provided, shall also be the personal obligation of the person who was Home Owner at the time when the Assessment fell due.
5. Any Unit Owner who has delinquent balance in excess of the quarterly payment shall receive a copy of this Resolution, as well as a letter advising them that if payment is not received within ten (10) days, the Village Council shall take necessary action to collect the delinquent assessment.
6. The delinquent owner shall be obligated to pay all expenses of the Homeowner's Association including attorney's fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, which expenses shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.
7. Any delinquent amount, together with accrued interest and late charges, may be enforced by suit by the Association, and the Association shall have any and all other remedies available at law or in equity.
8. The Village Council may exercise any and all of its rights permitted by law.

This Resolution was approved and adopted on February 19, 2018 by the Glenwood Village Council.

**RESOLUTION # 2**  
**GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION**  
**SATELLITE DISH INSTALLATION**

**WHEREAS**, Article VII of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood (the “Declaration”) creating the Glenwood Village Homeowners Association provides for a Board of Directors (called the Village Council) which shall have all the power to act on behalf of the Community Association: and

**WHEREAS**, Article VII of the same Declaration provides for the Council to have the right to impose rules and regulations governing the use and care of portions of the Community Facilities and Limited Community Facilities;

**WHEREAS**, Article VI of the same Declaration sets forth use restrictions of the Community and provides for the use restrictions to be amended by the Council from time to time without approval of the members;

**WHEREAS**, Article X of the same Declaration, sets the architectural review and approval process for the Community;

**WHEREAS**, Article VI of the same Declaration clarifies conflict in the interpretation of the Declaration and applicable law if inconsistencies should occur; the law supersedes the Declaration;

**WHEREAS**, Article X of the Declaration prohibits modifications, installations, additions or improvements on the residential buildings or common area without council approval, however due to the Federal Communications Commission adoption of rule implementing Section 207 of the Telecommunications Act of 1996, which allows the installation of satellite dish and antenna but allowing community associations to impose guidelines which will not impair receiving a quality signal nor at an unreasonable cost;

**BE IT THEREFORE RESOLVED THAT:**

1. All requests are to be submitted on the approved Satellite Dish Application Request Form.
2. Satellite dishes cannot be more than one (1) meter in diameter.
3. Satellite dishes must be placed in the least obtrusive location possible. The following locations must be explored in the order stated as follows:
  - 3.1. Inside the attic of the residence.
  - 3.2. Within landscaped beds to the side of the residence.
  - 3.3. Within landscaped beds to the front of the residence.
  - 3.4. Roof installation, provided the satellite dish is located below the rear peak of the roof.
4. Satellite dishes must be located a minimum of ten feet (10') from any adjoining property.
5. Satellite dishes must match the color of the home structure, if placed at or near the ground, and of the roof color if mounted on the roof.

# Glenwood Village Satellite Dish Application Request and Indemnity Form and Responsibility Acknowledgement Form for Contractor

NAME: \_\_\_\_\_ UNIT # \_\_\_\_\_

Diameter of proposed satellite dish (1 meter maximum) \_\_\_\_\_

Satellite dishes must be placed in the least obtrusive location possible. Please select proposed location from the following:

1. \_\_\_ On a deck surface which is surrounded by a railing or on the inside of the railing below the rail line.
2. \_\_\_ Inside the attic of the residence;
3. \_\_\_ Within landscaped beds to the side of the residence. The applicant must justify why not in location 2 above;
4. \_\_\_ Within landscaped beds to the front of the residence. The applicant must justify why not in location 2 or 3 above;
5. \_\_\_ Roof installation provided the satellite dish is located below the rear peak of the roof. The applicant must justify why not in location 2, 3, or 4 above.

Justification for location 3, 5, or 5 above: \_\_\_\_\_

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Proposed location distance from any adjoining property (10' minimum) \_\_\_\_\_

Proposed satellite dish color (must match the color of the unit siding if placed at or near the ground or the roof color if mounted on the roof.) \_\_\_\_\_

**Name of Contractor:** \_\_\_\_\_

The contractor must file a **Certificate of Insurance** and signed Responsibility Acknowledgement form with the Managing Agent **BEFORE ANY** work begins, and is responsible for any damage to the Common Areas, buildings, wires, etc. All Construction debris is to be removed from Hershey's Mill. The contractor will keep all equipment on paved areas within the Village unless special permission to place it elsewhere is granted through the Homeowners' Management Company.

As the owner of Unit # \_\_\_\_\_ I/we agree to be totally responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) of the satellite dish; waive any claims and damages for any damage to the Applicant's house, roof, or roof leakage; agree to pay for the installation  
Last Reviewed: April 15, 2019

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of landscape screening; and damage to the common area, as provided in the July 2014 Glenwood Village Homeowners' Association (GVHOA) Satellite Dish Resolution. This Agreement will be made part of any Agreement of Sale that I/We may enter into on the above unit.

Further, we agree to indemnify and hold harmless the Glenwood Village Association, the Village Council, and the Homeowners' Management Company and their contractors from any and all liability, damages, roof leakage, causes of action, claim, dispute, or lien arising from the installation of the proposed satellite dish.

If damage is caused to the satellite dish and/or its associated wiring by the Association and/or their contractors in the performance of their contractual obligations in the areas where such satellite dish is installed, I/we agree to indemnify and hold harmless the Glenwood Village Homeowners' Association, the Glenwood Village Council, and the Homeowners' Management Company.

I/we agree that if Federal regulations change, GVHOA has the right to have the unit owner remove the satellite dish at the owner's expense.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COUNCIL DISPOSITION

Approved \_\_\_\_\_

DATE \_\_\_\_\_

Disapproved \_\_\_\_\_

PHOTOCOPY RETURNED TO HOMEOWNER – DATE \_\_\_\_\_

**RESOLUTION # 3**  
**GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION**  
**RULES ENFORCEMENT PROCEDURES**

**WHEREAS**, Article VII of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood (the "Declaration(s)") provides for the Council to establish and enforce rules and regulations governing Glenwood Village; and

**WHEREAS**, Section 5302 (a) (11) of the Uniform Planned Community Act permits the Association, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws and rules and regulations of the Association; and

**WHEREAS**, the Glenwood Village Council wishes to clearly define the administrative procedures to carry out the enforcement of any such rules and regulations.

**WHEREAS**, The Declaration contains certain Use Restrictions or Rules, which also are to be enforced by the Council

**BE IT THEREFORE RESOLVED** that the following procedures apply:

1. Any Homeowner(s) or Village Council member(s) may submit a complaint to the Village Council alleging a violation by a Homeowner(s) of the Declarations or Rules and Regulations. Complaints must be submitted in writing, signed by the complainant, specify the Village Rule or provision of the Governing Documents allegedly violated, and set forth in reasonable detail the facts constituting the violation.
2. In the event that the Village Council determines that there has been a violation of the Declarations or Rules and Regulations, the Village Council shall make every effort to resolve the matter informally with the Homeowner.
3. If the Village Council's informal efforts to remedy a continuing violation are ineffective, the Village Council shall issue a Notice of Violation by registered mail to the Homeowner(s) found to be committing or having committed a violation. A copy of such Notice of Violation shall be sent to the complainant.
  - 3.1. Such Notice of Violation shall set forth, by citing relevant provisions of the Governing Documents or Village Rules and Regulations which have been found to be in violation, a statement of the basis for the charge of violation, a cease and desist order for any a continuing violation, and a statement describing the fine that the Village Council may impose against the Homeowner.
  - 3.2. If no Notice of Violation is issued, the Village Council will advise the complainant of the resulting disposition of the matter.
4. The cited Homeowner(s) may elect to notify Village Council of their intention to cure a violation or, may request a hearing with the Village Council by written Notice of Appeal. If the Homeowner(s) fails to cure the violation or fails to request a hearing or otherwise demonstrates to the satisfaction of the Village Council that the Homeowner(s) did not commit a violation or is not in violation, such violation shall be deemed proven to have occurred.
5. If the Homeowner(s) files a Notice of Appeal requesting a hearing, such hearing shall be held

before the Village Council within thirty (30) days after receipt of the Notice of Appeal. The Homeowner(s) shall be notified of the hearing by a ten (10) day written notice to the Homeowner(s) from the Village Council. The Homeowner(s) shall have the right to attend the hearing before the Village Council, and produce any statements, evidence, and /or witnesses on their behalf.

- 5.1. The proceedings at any hearing shall be informal, and formal rules of evidence shall not apply. The parties attending the hearing, including the Village Council, may be represented by legal counsel. If either the complainant or the offending is a member of the Village Council, the Homeowner(s) shall not participate in any deliberations of the Village Council concerning the alleged violation and shall not be entitled to vote on the matter.
6. After consideration of the evidence presented at the hearing, the Village Council shall issue its decision in writing to the Homeowner. Such decision shall be issued within ten (10) days after the conclusion of the hearing. Decisions of the Village Council shall be by majority vote of those members attending the hearing (not less than three [(3)] and shall be final and binding.
7. If the Homeowner(s) fails to cure the violation or fails to request a hearing or otherwise demonstrate to the satisfaction of the Village Council that the Homeowner(s) did not commit a violation or is not in violation, or the Homeowner(s) is determined to be in continuing violation at the requested hearing, the Village Council may impose a fine to a maximum amount of Fifty Dollars (\$50.00) for each day of violation. In determining the amount of any fine, the Village Council shall consider the nature and severity of the violation and its effect on the health, safety, welfare, and peaceful enjoyment of the Village by, the residents of the Village.
8. Any fine imposed in accordance with this Section shall, until fully paid, constitute a Common Expense Assessment and a lien against the Homeowner's House, and shall be collectible in the same manner as provided for in the collection of Assessments and enforcement of liens.
9. The enforcement procedures set forth in this Section shall not be exclusive of other rights and remedies available to the Association or the Village Council as provided by the Governing Documents or law. All legal fees, court costs and other expenses incurred by the Village Council in the enforcement of the Governing Documents or the Village Rules and in the collection of any fine imposed shall be the obligation of the Homeowner(s) against whom enforcement is sought or fine levied. Such costs or fines shall constitute a Common Expense Assessment and a lien against the House of such Homeowner(s) and shall be collectible in the manner set forth therefore in this Declaration.

This Resolution was approved and adopted on February 19, 2018 by the Glenwood Village Council.

**RESOLUTION #4  
GLENWOOD VILLAGE HOME OWNERS ASSOCIATION  
OUTDOOR PROPANE TANKS**

**WHEREAS**, Article VII of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood (the "Declaration") provides for a board called the Village Council;

**WHEREAS**, Article VII of the Declaration provides that the Homeowners Association shall have the power to impose rules and regulations governing the use and care of the Common Area and of the Houses;

**WHEREAS**, Article VII of the Declaration provides that the Village Council shall manage the business and affairs of the Homeowners Association and the performance of its duties with respect to the Common Area and of the Houses;

**WHEREAS**, Article VI of the Declaration provides restrictions on the use of the Village Land, Common Area and Houses without the approval of the Homeowners Association;

**WHEREAS**, Article X of the Declaration sets the architectural review and approval process for the Village;

**THEREFORE, BE IT RESOLVED** that effective immediately the following rules and procedures will apply to all requests for the installation and use of propane gas tanks in the Village of Glenwood:

1. Approval Required: Before Council will approve the installation and operation of any gas-fired fireplace or hot water heating device, its approval must be sought and received for the installation of the necessary propane gas tank in the Common Area,
2. Standards:
  - 2.1. The preferred location for the installation of a propane gas tank is above ground, to the rear of the house it is to serve.
  - 2.2. The installed tank shall be located in the least obtrusive location feasible, shall be adequately screened by shrubbery, if required by Council, and shall be painted to blend into its background.
  - 2.3. Tanks shall be installed in locations reasonably accessible for filling by a bulk truck, parked only on existing blacktop.
  - 2.4. The tank shall be no larger than 48" in height and 33" in diameter.
  - 2.5. No tank shall be installed within] ° feet of any source of ignition, direct vent, or mechanical ventilation system.
  - 2.6. Where a tank is to be installed below a wood deck, there must be at least 36" (inches) clearance from the top of the tank to the underside of the deck structure.
  - 2.7. All installations must be made by licensed, qualified propane installation contractors.



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2.8. All federal, state, and local ordinances and regulations must be observed at all times.

3. Application Process:

3.1. The request shall be submitted to the Managing Agent on the Village Propane Tank Request Form, which shall also include specifications for the tank, a location diagram for the installation, and the screening proposed and include:

3.1.1. A waiver of claims and damages for any damage to the applicant's House.

3.1.2. An agreement to pay for the provision and installation, for any screening required, and for any damage to the Common Area, to any utility or cable facilities in the Common Area, or to the exterior of any House resulting from the installation.

3.1.3. An agreement to pay for the removal of the tank and any associated piping and for restoration of the location of the tank, if its use is discontinued or the removal of the tank is required by the Village, by Hershey's Mill or by any governmental or regulatory body. This obligation shall remain the obligation of any successor owner of the applicant's House.

4. Requests for all tank installations will be reviewed by the Landscape Committee, after which they will be submitted to the Village Council for final action.

5. General Matters: Before beginning the installation of a propane tank, the installer must furnish the Managing Agent with a current Certificate of Insurance demonstrating workers' compensation and public liability insurance in amounts satisfactory to the Village Council.

This Resolution was approved and adopted on February 19, 2018 by the Glenwood Village Council.

# Glenwood Village Request for Installation of an Outdoor Above-Ground Propane Tank and Responsibility Acknowledgement Form for Contractor

NAME \_\_\_\_\_

UNIT # \_\_\_\_\_

Please check the line below which indicates the nature of the request to be considered.

Installation of gas tank                       Installation of gas in an existing fireplace  
 Installation of gas water heater       Outdoor grill

Description and Specifications: (attach as separate sheets)

    Description and specifications of the propane tank

    Sketch of the proposed location of the propane tank including proposed screening

The work is to be done by (Contractor name)

\_\_\_\_\_

The location of any tank and the landscaping thereof must be approved by Council. As part of the approval the contractor must submit a satisfactory insurance certificate BEFORE work commences.

As the owner of Unit # \_\_\_\_\_ I/we agree to be totally responsible for the entire installation; waive any claims and damages for any damage to the Applicant's house; agree to pay for the installation of landscape screening; and damage to the common area, as provided in the Glenwood HOA Outdoor Propane Tank Rules and Regulation. This Agreement will be made part of any Agreement of Sale that I/We may enter into on the above unit.

We further agree to abide by all the provisions contained in the GLENWOOD VILLAGE HOME OWNERS ASSOCIATION OUTDOOR PROPANE TANKS RESOLUTION #4 attached hereto.

Further, we agree to indemnify and hold harmless the Glenwood Village Association, the Village Council, and the Homeowners Management Company and their contractors from any and all liability, damages, causes of action, claim, dispute, or lien arising from the installation of above ground propane tank(s).

If damage is caused to the propane tank(s) and/or wiring by the Association and/or their contractors in the performance of their contractual obligations in the areas where such tank(s) are installed, I/we agree to indemnify and hold harmless the Glenwood Village Association, the Glenwood Village Council, and the Homeowners Management Company.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COUNCIL DISPOSITION

Approved \_\_\_\_\_

DATE \_\_\_\_\_

Disapproved \_\_\_\_\_

PHOTOCOPY RETURNED TO HOMEOWNER – DATE \_\_\_\_\_

## Responsibility Acknowledgement Form For Contractor

1. Contractor who is going to do the work, shall contact Pennsylvania One Call System, Inc. (1-800-242-1776) before digging in order to locate any underground utilities, entering the Utility Inspection number here \_\_\_\_\_.
2. No vehicle will be driven off the paved areas of the Community.
3. All debris and leftover material shall be removed by Contractor. The Glenwood Village Homeowner's Association and their landscaper will not remove or collect any construction or landscape waste.
4. Contractor will not dispose of any debris on Hershey's Mill property or in any dumpster belonging to the Homeowner's Association.
5. Any damage done to the Common Area, including pipes, electric, telephone or television cables will be the total responsibility of the contractor to repair to the satisfaction of the Homeowner's Association.
6. All planting around electric transformers will conform with measurements in the Hershey's Mill landscape guidelines. Adequate space should be left near electric meters to facilitate meter readings.
7. No work will begin without the written approval of the Glenwood Village Council and completion and signing of this acknowledgement form.
8. Contractor must file a Certificate of Insurance with the Managing Agent of the Glenwood Village Homeowner's Association:  
CSK Management, Inc.  
1012 W. 9th Avenue  
Suite 10  
King of Prussia, PA 19406  
Phone: 610-337-3500

I have read and understand this Acknowledgement Form and agree to comply with all of the above requirements:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Homeowner if self-installed)

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

**RESOLUTION #5  
GLENWOOD VILLAGE HOME OWNERS ASSOCIATION  
CAPITAL IMPROVEMENT FEES**

**WHEREAS**, the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood creating the Village of Glenwood Homeowners Association (the "Association");

**WHEREAS**, the Association, acting through the Village Council, has the responsibility to maintain and improve the Association Property in accordance with the provisions of Section 5307 of the Pennsylvania Uniform Planned Community Act (the "Act") and Section 2.3 of the Declaration;

**WHEREAS**, the Association, acting through the Village Council, must raise the funds it needs to maintain and replace improvements comprising Common Area in order to preserve the appearance and value of the Common Area;

**WHEREAS**, Section 5302(A)(12)(i) of the Act grants the Association, through the Village Council, the power to impose a capital improvement fee on the resale or transfer of Units;

**WHEREAS**, the Village Council has determined that the Association would benefit from the creation of a source of income which will provide additional revenue to be used by the Association to repair and replace the Common Area;

**WHEREAS**, the Village Council has determined that the Association will use the revenue generated by the levying of a Capital improvement Fee to improve the Common Area and preserve its appearance.

**THEREFORE, BE IT RESOLVED THAT** the Village Council hereby adopts the following resolution:

1. Except as stated below, a Capital Improvement Fee will be levied and must be paid upon every conveyance or transfer of the title to a Unit. The Capital Improvement Fee must be paid by the person, persons, partnership, corporation, trust or other entity taking title to, or receiving the title to, a Unit.
2. The Capital Improvement Fee is hereby set in an amount equal to the equivalent of 2X the quarterly HOA fee payments for houses contracted for and settled after January 1, 2017. This will go into the Glenwood Village Reserve account.
3. The amount of the Capital Improvement Fee may be changed by the Village Council from time-to-time through the adoption of an amendment to or a revision of this Capital Improvement Fee Resolution.
4. The Capital Improvement Fee must be disclosed by the Association in any Resale Certificate issued by the Association in accordance with Section 5407 of the Act in preparation for the sale of a Unit.
5. The Capital Improvement Fee shall be deemed to be an Assessment. The Capital Improvement Fee is non-refundable.
6. No Capital Improvement Fee must be paid upon a purely gratuitous transfer between spouses, former spouses, parent and child, siblings, or grandparent and grandchild. A gratuitous transfer is a transfer of the title to a Unit to one of the persons identified above for absolutely no consideration or benefit.
7. A new Owner of a Unit must either pay the Capital Improvement Fee or provide the Village Council with proof that the new Owner received title to the Unit through a gratuitous transfer, within thirty (30) days after the date when the deed, assignment agreement or other instrument or document transferring title to the Unit is delivered to the transferee or assignee.

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8. If the Capital Improvement Fee is not promptly paid, in full, then it shall be collectable and enforceable by the Association, if necessary, in the same manner as an unpaid Assessment. The Capital Improvement Fee, if not paid upon conveyance or transfer of title, shall constitute a lien against the new Owner's Unit, and shall be deemed a personal obligation of the new Owner.

This revised Resolution was approved and adopted on November 17, 2016 by the Glenwood Village Council.

**RESOLUTION # 6**  
**GLENWOOD VILLAGE HOMEOWNERS ASSOCIATION**  
**TYPES, STORAGE AND LOCATION OF PERMITTED VEHICLES IN GLENWOOD VILLAGE**

**WHEREAS**, Article VII of the Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood (the "Declaration") provides for a board called the Village Council;

**WHEREAS**, Article VII of the Declaration provides that the Homeowners Association shall have the power to impose rules and regulations governing the use and care of the Common Area and of the Houses;

**WHEREAS**, Article VII of the Declaration provides that the Village Council shall manage the business and affairs of the Homeowners Association and the performance of its duties with respect to the Common Area and of the Houses;

**WHEREAS**, Article VI of the Declaration provides restrictions on the use of the Village Land, common Area and Houses without the approval of the Homeowners Association;

**THEREFORE, BE IT RESOLVED** that effective immediately the following rules and procedures will apply to all Types, Storage, and Location of Permitted Vehicles in Glenwood Village:

Automobiles of residents shall be parked in the resident's garage or in nearby parking areas. Space in an assigned garage must be used for an automobile before outside parking is used. The garage must not be used for storage if such storage makes automobile parking impossible. Outdoor parking spaces are not assigned. Courtesy dictates that neighbors share parking spaces in a manner that is most considerate for all concerned. For safety and security reasons and Village aesthetics, garage doors should be kept closed. For the same reasons parking in front of garage doors is prohibited.

Automobiles and other permitted vehicles, including passenger minivans, full-size passenger vans, or sport utility vehicles for passenger use, may be parked within guest parking areas provided that garages and driveways shall be utilized before available guest parking spaces are used for parking such vehicles. Pickup trucks with non-commercial license plates used exclusively or primarily for passenger transport will be considered as passenger vehicles and are subject to the same rules as passenger vehicles.

No vehicle, whether belonging to residents or visitors, shall be parked so as to impede or prevent ready access to and from walks or ramps, other vehicles, mailboxes or parking spaces. For safety and in order to allow full access for emergency vehicles to all homes, parking in front of garage doors, sidewalks, ramps, or around the island is strictly prohibited. Visitors should be asked to park in other available parking areas.

In order to provide trash trucks and emergency vehicles easy access to all Village units, all residents and guests must utilize designated guest parking spaces and are not permitted to park along the shoulder of Village streets.

Overnight parking on the shoulders of Village streets is prohibited. No vehicle shall park, stop, or stand along the side or in the middle of any driveway or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking space.

No motorcycle, commercial van/truck, pickup truck with commercial license plates or other non-passenger vehicle shall be parked within the Village land, other than for purposes of loading and unloading, unless parked within a garage.

No inoperable or unlicensed vehicles shall be parked within the Village land for more than 48 hours.

Village of Glenwood Rules and Regulations  
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No boats, trailers, trucks, or campers shall be stored or left unattended on the Village Land except in such areas as may be designated by the Council and no commercial vehicles shall be left or stored on the Village Land.

No vehicle shall be repaired, tuned, or otherwise mechanically serviced or attended (except for changing a flat tire or charging a battery), washed, polished, waxed, vacuumed or otherwise cleaned (except for the removal of snow and the cleaning of ice, snow and dirt from the windshields) on Village Land.

Moving vans and large trucks are permitted in Glenwood Village only during DAYLIGHT HOURS. Homeowners are responsible for any damage to Village property caused by your moving company. It is suggested that the homeowners supervise the arrival and departure of these trucks.

Golf carts shall be housed or stored only in garages. They may not be parked under decks or in any location adjacent to the house. A golf cart shall not be stored in such a manner that it forces the automobile normally housed in that garage to be moved outside. Golf carts may not be driven on any landscaped Common Area. They are intended for use only on paved roads.

Moving vans are not permitted to be left parked anywhere in the Village overnight. If there is a need for the van to be here more than one day, special arrangements must be made with Hershey's Mill Security for a location where the van may be parked overnight.

Residents should notify neighbors of the date of scheduled move to allow them to move their vehicles etc.

The council shall have the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the expense of the responsible homeowner, and without liability for damage caused to the moved or towed vehicle.

This Resolution was approved and adopted on February 26, 2019 by the Glenwood Village Council.

## **Glenwood Village Window Glass Replacement Policy**

**July 23, 2018**

With regard to replacement of damaged windows, Article IX, Sections 9.1.5, 9.1.12, and 9.2.4d of the declarations clearly state that the glass is the responsibility of the unit owner. The intent is for the unit owner to be responsible for the window other than the window frame. In keeping with several window manufacturers, other HM villages and the HM Master Association, the Glenwood Village Council defines window glass, which is the responsibility of the homeowner, as follows:

1. Skylights – The glass itself and all the elements that hold the glass in place. This can be removed and replaced.
2. Double hung - The glass itself and all the elements that hold the glass in place, including the sash, plus any required hardware.
3. Casement –The glass itself, the sash, and everything that swings out, together with the required hardware, mechanism, and the weather stripping.

Also, in keeping with other villages in Hershey's Mill as well as the HM Master Association, GV Council has determined that glass, as defined above, represents 50% of the total cost of the complete window and, therefore, the unit owner is responsible for 50% of the total cost, including labor, of the replacement window. The cost of the Velux FS (Fixed Skylights) with the requisite Velux flashing kits and Andersen 400 double hung and casement windows will be the standards used to determine the 50/50 payment split. If a unit owner chooses to upgrade the replacement window from the standard, the HOA will pay 50% of the cost for the standard window and the unit owner will pay for the rest.



# GLENWOOD VILLAGE ARCHITECTURAL CHANGE REQUEST And Responsibility Acknowledgement Form For Contractor

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Approval must be obtained for any proposed changes to the exterior of the residential buildings.

DESCRIPTIONS AND SPECIFICATIONS: Please provide a concise description in the space provided. Use other side for sketch or submit separate page with plans.

If work is done by a contractor or a resident, they must be approved by registering with the Glenwood Village Managing Agent, Janet Burgess, at CSK Management Company, Inc. 1012 W. 9<sup>th</sup> Avenue, Suite 10, King of Prussia, PA 19406. Plans must also be approved by the Architectural Committee and the Council. As part of the approval, the contractor must submit an Insurance Certificate of Liability and the Responsibility Acknowledgement Form for Contractor must also be completed and submitted **BEFORE** the work begins.

If approved, as owner of \_\_\_\_\_, I/we agree to be totally responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) of the addition requested above. This agreement will be made part of any agreement of sale that I/we may enter into for the above mentioned home.

DATE \_\_\_\_\_ UNIT OWNER SIGNATURE \_\_\_\_\_

UNIT OWNER SIGNATURE \_\_\_\_\_

COUNCIL DISPOSITION: Approved \_\_\_\_\_

DATE \_\_\_\_\_ Disapproved \_\_\_\_\_

DATE COPY RETURNED TO HOMEOWNER \_\_\_\_\_

## Responsibility Acknowledgement Form For Contractor

1. Contractor who is going to do the work, shall contact Pennsylvania One Call System, Inc. (1-800-242-1776) before digging in order to locate any underground utilities, entering the Utility Inspection number here \_\_\_\_\_.
2. No vehicle will be driven off the paved areas of the Community.
3. All debris and leftover material shall be removed by Contractor. The Glenwood Village Homeowner's Association and their landscaper will not remove or collect any construction or landscape waste.
4. Contractor will not dispose of any debris on Hershey's Mill property or in any dumpster belonging to the Homeowner's Association.
5. Any damage done to the Common Area, including pipes, electric, telephone or television cables will be the total responsibility of the contractor to repair to the satisfaction of the Homeowner's Association.
6. All planting around electric transformers will conform with measurements in the Hershey's Mill landscape guidelines. Adequate space should be left near electric meters to facilitate meter readings.
7. No work will begin without the written approval of the Glenwood Village Council and completion and signing of this acknowledgement form.
8. Contractor must file a Certificate of Insurance with the Managing Agent of the Glenwood Village Homeowner's Association:  
CSK Management, Inc.  
1012 W. 9th Avenue  
Suite 10  
King of Prussia, PA 19406  
Phone: 610-337-3500

I have read and understand this Acknowledgement Form and agree to comply with all of the above requirements:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Homeowner if self-installed)

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

# Glenwood Village Landscape Request Form and Responsibility Acknowledgement Form for Contractor or Homeowner Installed Landscape

Homeowner: \_\_\_\_\_ House # \_\_\_\_\_

**INFORMATION: The Glenwood Village Homeowners Association Council has the legal authority over all Common Elements and Limited Common Elements, including all building exteriors within the community. The Glenwood Village Council requires that any proposed modification to the landscaping of the Common Elements must be submitted in writing to the Glenwood Village Council before requests will be considered for approval.**

Approval for any proposed change or addition to the landscaping in the Common Area around a homeowner's unit must be obtained from the Village Council in advance and on this form. The plan must conform to the Glenwood Village Landscape Guidelines and be submitted on this form no later than the last day of the month prior to the month approval is requested.

**LANDSCAPE REQUEST PROCESS:**

1. Homeowner or contractor completes this form and sends it to the Landscape Committee Chair Person
2. Landscape Chair Person sends it to CSK MANAGEMENT, INC. approved or disapproved and/or with comments/corrections.
3. CSK MANAGEMENT, INC. places the request on the agenda for the next Council meeting for approval or disapproval.
4. Following Council disposition, CSK MANAGEMENT, INC. informs the homeowner that the request has been approved or disapproved.
5. The homeowner informs the contractor that the request has been approved or disapproved.

Ongoing care and maintenance of any and all landscaping in any Common Area or Elements in Glenwood Village will be the responsibility of the Glenwood Village Council.

By signing this form, the homeowner has assumed all responsibility for assuring that any related PA state or local laws, permit requirements, and/or building codes are being followed.

A scale drawing must be submitted using the back of this form or a separate sheet of paper. The drawing should include:

1. Location and type of change proposed in relation to existing structures and common elements;
2. Dimensions of existing bed(s) and any enlargement or new bed;
3. Names and location of plants to be used and their height and width at maturity.

For example: Juniper – Blue Rug, height 8"; width spreading up to 6'.

Mulch must be the same type used by Hershey's Landscape Company in Glenwood Village.

No work may begin until notice of approval is received by the homeowner. Approval is valid for 180 days after date of approval by Council. Work must be completed within this period. If work is postponed or changed in any way, a new approval must be obtained.

All improvements shall maintain the integrity of the drainage plan as approved by East Goshen Township at original construction; and any subsequent problems with adjoining properties, down-slope residences, and/or common areas caused by runoff water shown to be a result of the project shall be remediated by the homeowner or at the homeowner's expense, including investigation.

**NAME OF CONTRACTOR** \_\_\_\_\_

The *Contractor* must file a *Certificate of Insurance* with the Managing Agent **BEFORE** work begins, and is responsible for any damage to Common Areas, buildings, wires, etc. He will keep all equipment on paved areas within the village unless special permission is granted through the Managing Agent.

The requesting homeowner and his/her contractor must sign the attached "RESPONSIBILITY ACKNOWLEDGEMENT FORM for Contractor or Homeowner Installed Landscape" and submit it to CSK MANAGEMENT, INC. either along with this form or before any approved work can begin.

**COST RESPONSIBILITY** (check any that apply):

SHARED: \_\_\_\_\_% Homeowner, \_\_\_\_\_% Council; \_\_\_\_\_ 100% Homeowner; \_\_\_\_\_ 100% Council

**All expenses related to any resulting damages to Common Areas or Common Elements or other units is the responsibility of the homeowner who has submitted this request form. Said homeowner agrees to hold the Glenwood Homeowners Association and its Council harmless from any and all liability with regard to this modification and any approval of same. Homeowner will permit members of the Landscape Committee and/or Council and its appropriate agents to make reasonable inspections related to this proposal.**

**Acknowledgements and Comments of neighbors who can see the changed area:**

- (1) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (2) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (3) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (4) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (5) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (6) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (7) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (8) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (9) \_\_\_\_\_ **Unit #** \_\_\_\_\_
- (10) \_\_\_\_\_ **Unit #** \_\_\_\_\_

The signatures of neighbors do not imply either approval or disapproval, merely that they have been informed of the request by the Homeowner. They may obtain a copy of the request and plan from the Management Agent. Any homeowner wishing to comment on the request may do so in writing, forwarding comments to the Managing Agent as soon as possible prior to scheduled Committee and Council meetings.)

**LANDSCAPE COMMITTEE RECOMMENDATION: COUNCIL DISPOSITION:**

**Approved:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

**Disapproved:** \_\_\_\_\_ **Disapproved:** \_\_\_\_\_

**Final Committee Inspection: Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date Copy Returned to Homeowner:** \_\_\_\_\_

## Responsibility Acknowledgement Form For Contractor or Homeowner Installed Landscape

1. Contractor or Homeowner, whichever is going to do the work, shall contact Pennsylvania One Call System, Inc. (1-800-242-1776) before digging in order to locate any underground utilities, entering the Utility Inspection number here \_\_\_\_\_.
2. No vehicle will be driven off the paved areas of the Community.
3. All debris and leftover material shall be removed by Contractor. The Glenwood Village Homeowner's Association and their landscaper will not remove or collect any construction or landscape waste.
4. Contractor will not dispose of any debris on Hershey's Mill property or in any dumpster belonging to the Homeowner's Association.
5. Any damage done to the Common Area, including pipes, electric, telephone or television cables will be the total responsibility of the contractor to repair to the satisfaction of the Homeowner's Association.
6. All planting around electric transformers will conform with measurements in the Hershey's Mill landscape guidelines. Adequate space should be left near electric meters to facilitate meter readings.
7. No work will begin without the written approval of the Glenwood Village Council and completion and signing of this acknowledgement form.
8. Contractor must file a Certificate of Insurance with the Managing Agent of the Glenwood Village Homeowner's Association:  
CSK Management, Inc.  
1012 W. 9th Avenue  
Suite 10  
King of Prussia, PA 19406  
Phone: 610-337-3500

I have read and understand this Acknowledgement Form and agree to comply with all of the above requirements:

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
(Homeowner if self-installed)

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

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND  
EASEMENTS FOR THE VILLAGE OF GLENWOOD**

25260-000

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01/26/2018 11:36:14 AM Page 1 of 4  
Rec Fees: \$80.75 State \$0.00  
Rick Loughery Recorder of Deeds, Chester County, PA

**Prepared by:**  
Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin



**Return to:**  
Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin  
375 Morris Road, P. O. Box 1479  
Lansdale, PA 19446-0773  
215-661-0400; cweiner@hrmmml.com

✓ **UPI #: Part Of 53-2-25.3**

**FIRST AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND EASEMENTS  
FOR THE VILLAGE OF GLENWOOD**

**THIS FIRST AMENDMENT TO DECLARATION** is made on this 15<sup>th</sup> day of January, 2018 by **VILLAGE OF GLENWOOD HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit corporation (hereinafter referred to as the "Association"), a part of the **HERSHEY'S MILL HOMEOWNERS ASSOCIATION**.

**RECITALS:**

A. A Declaration of Covenants and Easements for the Village of Glenwood dated January 15, 1985 was recorded in the Office of Recorder of Deeds of Chester County in Deed Book 676, Page 183 (the "Initial Declaration"). Nine subsequent amendments were recorded.

B. An Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood, dated March 27, 2014, was recorded in the Office of Recorder of Deeds of Chester County on May 14, 2014 in Deed Book 8923, Page 725 (the "Amended Declaration").

C. The Association has determined that there is an inconsistency in the Declaration regarding the form of voting permitted for amendments to the Amended Declaration.

D. The Association desires to clarify that voting on amendments to Declaration may occur in the same manner as provided in the Amended and Restated Bylaws adopted by Council.

**NOW, THEREFORE**, the Amended Declaration is hereby amended as follows:

**Section 1.** Section 15.4 of the Declaration is hereby amended to read as follows:

**"Section 15.4 General Amendments.** This Declaration and the Village Plan may be amended at any time or from time to time by the affirmative vote of at least 67% of all of the members of the Association; provided that no such amendment shall, without the consent of all Unit Owners affected, (a) reduce or

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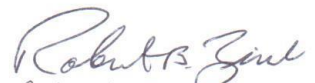
limit the right, title of interest of any Unit Owner in and to the Common Facilities or as a member of the Association; or (b) increase any Unit Owners' proportional share of the Common Expenses."

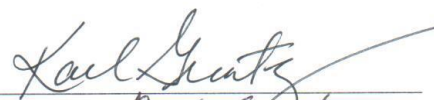
**Section 2. RATIFICATION.** Except as amended herein, all other terms and conditions of the Amended Declaration shall remain in full force and effect and the Amended Declaration is hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the duly authorized officers of the Association, intending to be legally bound, have executed this First Amendment to Declaration on the day and year first written above.

Attest:

GLENWOOD VILLAGE HOMEOWNERS  
ASSOCIATION

  
Robert Zink -secy

By:   
Print name: Karl Grentz  
Title: President

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SECOND AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND EASEMENTS  
FOR THE VILLAGE OF GLENWOOD

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND EASEMENTS FOR THE VILLAGE OF GLENWOOD (the "Amendment") is made this 18<sup>th</sup> day of June, 2018 by the Village of Glenwood Homeowners Association (the "Association").

RECITALS

A. A Declaration of Covenants and Easements for the Village of Glenwood dated January 15, 1985 was recorded in the Office of Recorder of Deeds of Chester County in Deed Book 676, Page 183 (the "Initial Declaration"). Nine subsequent amendments were recorded. An Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood dated March 26, 2014 (the "Amended Declaration") was recorded on May 14, 2014 in Deed Book 8923, Page 725 which superceded the Initial Declaration along with the nine subsequent amendments. A First Amendment to Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood dated January 15, 2018 was recorded on January 26, 2018 in Deed Book 9689, Page 1808.

B. Article IX, Section 9.2.4.f of the Amended Declaration provides that among the maintenance obligations of the Association are the "wells, piping and electric lines installed underground as part of the Energy Wells Systems providing heat and air conditioning to Units 607 to 612 as Controlled Facilities." This provision was based upon the description of an additional improvement to the Village land contained in the Fourth Amendment to the Initial Declaration. However, the described improvement was not made as a single system serving units 607 to 612. Rather six (6) individual wells, each with a

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10/01/2018 01:51 PM Page 2 of 6  
GILBERT E TOLL





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separate pump and wiring within the boundaries of the unit served, were installed, one well serving each unit.

C. To the extent that Association funds would be used to repair or maintain the individual wells, the expenses were to be assessed against the owner of the well requiring service pursuant to Section 5314 of the Pennsylvania Uniform Planned Community Act. As a result, there is no benefit to either the unit owner or the Association by requiring that the Association be responsible for the maintenance of the individual wells. Therefore Article IX of the Amended Declaration needs to be amended to provide for the inclusion of the maintenance of such wells as within the maintenance obligations of Unit Owners.

D. This Second Amended has been approved by the Unit Owners pursuant to Section 14.2 of the Amended Declaration.

**NOW THEREFORE**, the Amended Declaration is amended as follows:

1. Section 9.2.4.f of the Amended Declaration is deleted in its entirety. Subsections "g" through "k" are renumbered as Subsections "f" through "j".

2. The following Subsection is added to Section 9.1 of the Amended Declaration:

"9.1.14. Well equipment within the boundaries of the Units 607 to 612 including, without limitation, pumps and wiring and the wells connected thereto even if located more than three feet (3') from the exterior wall of a house."

3. Except as amended herein all other terms and conditions of the Amended Declaration and the First Amendment thereto shall remain in full force and effect.

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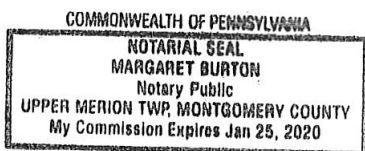
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IN WITNESS WHEREOF, the President and Secretary of the Association have executed this Second Amendment to Amended and Restated Declaration of Covenants and Easements for the Village of Glenwood on the day and year first above written.

VILLAGE OF GLENWOOD HOMEOWNERS  
ASSOCIATION

By: Karl Greutz  
Print Name: Karl Greutz  
President

Attest: Robert B. Zink  
Print Name: Robert Zink  
Secretary



*M. BURTON*

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GILBERT E TOLL

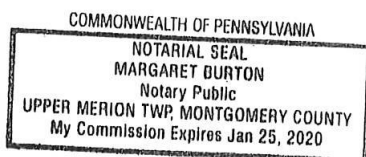


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COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

On the 18 day of June, 2018 before me, the undersigned officer, personally appeared Karl Grentz, who acknowledged himself/herself to be the President of Village of Glenwood Homeowners Association, a Pennsylvania non-profit corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by the signing the name of the Association as President.

IN WITNESS WHERE, I have set my hand and official seal.



M. Burton  
Notary Public

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GILBERT E TOLL



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EXHIBIT "A"

UPI Numbers - The Village of Glenwood

<u>UPI</u>	<u>Address</u>	<u>UPI</u>	<u>Address</u>
53-2-704 ✓	607 Glenwood Lane	53-2-723 ✓	626 Glenwood Lane
53-2-705 ✓	608 Glenwood Lane	53-2-724 ✓	627 Glenwood Lane
53-2-706 ✓	609 Glenwood Lane	53-2-725 ✓	628 Glenwood Lane
53-2-707 ✓	610 Glenwood Lane	53-2-726 ✓	629 Glenwood Lane
53-2-708 ✓	611 Glenwood Lane	53-2-727 ✓	630 Glenwood Lane
53-2-709 ✓	612 Glenwood Lane	53-2-728 ✓	631 Glenwood Lane
53-2-710 ✓	613 Glenwood Lane	53-2-729 ✓	632 Glenwood Lane
53-2-711 ✓	614 Glenwood Lane	53-2-730 ✓	633 Glenwood Lane
53-2-712 ✓	615 Glenwood Lane	53-2-731 ✓	634 Glenwood Lane
53-2-713 ✓	616 Glenwood Lane	53-2-732 ✓	635 Glenwood Lane
53-2-714 ✓	617 Glenwood Lane	53-2-733 ✓	636 Glenwood Lane
53-2-715 ✓	618 Glenwood Lane	53-2-734 ✓	637 Glenwood Lane
53-2-716 ✓	619 Glenwood Lane	53-2-735 ✓	638 Glenwood Lane
53-2-717 ✓	620 Glenwood Lane	53-2-736 ✓	639 Glenwood Lane
53-2-718 ✓	621 Glenwood Lane	53-2-737 ✓	640 Glenwood Lane
53-2-719 ✓	622 Glenwood Lane	53-2-738 ✓	641 Glenwood Lane
53-2-720 ✓	623 Glenwood Lane	53-2-739 ✓	642 Glenwood Lane
53-2-721 ✓	624 Glenwood Lane	53-2-740 ✓	643 Glenwood Lane
53-2-722 ✓	625 Glenwood Lane		

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