

**FOXWOOD MEADOWS RULES AND REGULATIONS
AND ARCHITECTURAL GUIDELINES**

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Should you have any questions or requests of the Executive Board, please forward them, in writing, to Merri Boswell of MRH Enterprise LLC, PO Box. #969, Fogelsville, PA 18051 or merri@mrhenterprise.com

Revised 11/06/2008
 07/21/2014
 09/26/2024

A. Air Conditioner:
Air Conditioner replacement must be of the similar size, style and color as the original and must be placed in similar location. This work may be performed by the contractor of your choice. It is recommended that the homeowner landscape around the Air Conditioner, but the homeowner must get written Board approval prior to installing any new landscaping.

B. Attic Storage:
This area may be used for storage of small items providing that these items are not flammable. However, any structural damage due to the homeowners use of this area will be the responsibility and liability of the homeowner. Homeowners who use the attic for storage are doing so at their own risk and by using the attic for storage the homeowner will assume all risk and liability for damage.

C. Awnings
Retractable awnings are permitted to be installed on the rear or side decks of all the units. Except only for units 2336, 2334, 2328 and 2326 (the "Facing Rear Deck Units"), the only approved color is Dickson – Chicago #7466. The approved color for the Facing Rear Deck Units is Sand or similar. Any owner wishing to install an awning should submit their request, in writing. Owners of the Facing Rear Deck Units should submit the specific color samples to the manager for approval, as well. Owners are responsible for any damages to the buildings due to the installation of use of the awning as well as any future owners of the unit. (revised 9/26/01)

Dealer:	Creative Awnings, Coopersburg, (610) 282-3305
Manufacturer:	Dixon
Color:	Chicago Multi Blue Color No: 7466

D. Doors:
Front and side storm door may be installed by each homeowner provided that they are white and do not have any decorative trim on them. To be sure you are purchasing a storm door acceptable to the Association it is suggested that you submit a picture of the storm door prior to installing it for approval.

E. Landscaping:
Maintenance of the mulch beds both in front and in rear of the condominium is the Association's responsibility. Each homeowner may plant only flowers in the mulch beds without the Association's approval.

We would greatly appreciate any watering you are able to perform, during dry spells.

F. End Unit Patio's:
End Unit homeowners may increase the size of the side yard patio to 10 feet by 20 feet provided the following guidelines are followed;

1. An architectural drawing must be submitted for approval. The drawing must be to scale and must include all finish materials that are being used. (Please note that the

patio must match existing patios as to appearance and construction with the same architectural style and form as the existing patios and buildings.

2. City of Allentown building permit must be obtained once the architectural drawing is approved and then submitted to the Association prior to any work started.
3. A copy of the construction contract, certificate of insurance and a recorded copy of the stipulation against liens must be provided to Association prior to any work being started.
4. The unit owner must provide all of the information before the Association will permit any work to be done on the Common Areas.
5. When a patio is to be built between two buildings there must be a minimum of a 10-foot buffer between buildings making the assumption that both end units will build 10 feet by 20 feet patio. If there is not enough room to do this, the 10 foot buffer will prevail and the patios will both be equally reduced in size to accommodate the 10-foot buffer.
6. The homeowner must maintain and warrant the construction of the patio for a period of 5 years. After the 5-year warranty period the Association will assume the maintenance of the patio provided it has been properly maintained by the homeowner

G. Leasing Requirements:

1. Owners may not lease their units for a term of less than 180 days (months).
2. Copy of the lease must be furnished to the management company within ten (10) days, of execution.
3. All leases shall be subject to the Declaration, Bylaws and Rules & Regulations established for this community. Owners are responsible for any and all actions of their lessee.
4. The unit may only be used for residential and only as the City of Allentown zoning code allows.

H. Pet Regulations:

1. Animal pets shall be allowed within the FOXWOOD MEADOWS Condominiums under the following conditions, except for any pet larger than 24 inches at the shoulder.
2. The Executive Board of the FOXWOOD MEADOWS Condominiums Unit Owner's Association shall be vested with control and authority over all matters dealing with animal pets located within the FOXWOOD MEADOWS.
3. The Executive Board shall be vested with the authority to require that any animal pet belonging to a unit owner, his assigns or lessees, be removed from the property of the FOXWOOD MEADOWS Condominiums if at the sole and absolute discretion of the Executive Board, said animal pet is a nuisance and disturbance to the remaining unit owners, their assignees or lessees.

4. Upon notification by the Executive Board to remove said animal pet, the unit owner, his assignees or lessee, shall have three (3) days to remove said animal pet.
5. No unit owner, his assignee or lessee, shall allow any animal pet to roam or wander freely or unattended within or upon the property of FOXWOOD MEADOWS Condominium, as well as the limited common elements. Pets may not be tied outside.
6. In the event that any unit owner, his assignee or lessee fails to clean up after their animal pet, on the property of the FOXWOOD MEADOWS Condominium, the Executive Board shall have the right to assess a \$50.00 fine and seek the immediate removal of said animal pet.
7. The Executive Board shall have the right and authority from time to time, to formulate any additional rules and regulations with respect to the possession and ownership of animal pets upon the property of the FOXWOOD MEADOWS Condominiums.

I. Use Restrictions:

Use and occupancy of unit and common elements:

The occupancy and use of the units and common elements shall be subject to the following restrictions/conditions.

- A. Each unit is intended to be and shall only be used as a single-family residence.
- B. Automobiles (and two or three wheeled motorized passenger vehicles) may be parked only in the areas provided for that purpose. The common parking area portions of the common area are to be used for temporary and overflow parking rather than for the long-term storage of automobiles. No parking area of common elements shall be used for the parking, storage or repair of:
 1. Boats and/or trailers.
 2. House trailers or campers.
 3. Trucks exclusive of pickup trucks used for noncommercial purposes.
 4. Parking of commercial vehicles not having direct business at the time of such parking with the condominium or its unit owners. However, snow removal equipment belonging to the designated snow removal contractor may be parked in the common areas during the winter months for expediency.
 5. Vehicles which are left unmoved for more than two weeks (except as set forth in item 4 above) without written permission from the Executive Board or its managing agent. Any unit owner or resident who wishes to park a vehicle in the common areas for more than two weeks must have written permission from the Executive Board or its managing agent, shall register such vehicle with the managing agent and shall park such vehicle in a parking space (preferably an end space) perpendicular to Fox Meadow Drive only. Any such vehicle must be in operable condition, presentable appearance, and must have current license plates and inspection stickers. It is suggested that keys for such vehicles be left with a neighbor or the managing agent so that the vehicles can be moved for snow removal, cleaning and parking lot maintenance. Any vehicle not in conformance with the foregoing and remaining in the same location for two weeks or more may be considered by the Association to be abandoned and removed by the Association without further notice at the full expense of the owner of the vehicle. As a courtesy to

the unit owners, the managing agent will make reasonable efforts to locate the vehicle's owner before the vehicle is removed. The expenses of attempting to locate the vehicle's owner and subsequent removal of the vehicle which remain unreimbursed to the Association shall be a lien against the unit owner under whose authority the vehicle was parked.

- C. No unit may be used for the conduct of any commercial enterprise. No resident shall post any advertisement or poster of any kind, except as authorized by the Executive Board.
- D. No common areas or limited common areas, other than those described as such and appurtenant to each unit, may be used for any type of storage of any unit owner's property.
- E. No alterations to the exterior of the units, decks, terraces of common elements or limited common elements may be made without written approval of the Board. No enclosures, extensions, alterations, fencing or screening of patio area are Permitted without the Board of Director's written consent.
- F. No unit owner shall make any modifications or alterations within his unit affecting a "bearing wall" or other common element without the written approval of the Executive Board.
- G. Garbage and trash must be placed in trash containers in the unit's designated location. Collection will be provided by the association. Day for garbage pickup is every Monday and Thursday after 8:00 PM, if you have any question please contact the City of Allentown.
- H. No radio or television antenna of any type nor any air conditioning unit (except as originally located by developer), flood light or any other equipment or appurtenance or any wiring for any purpose may be installed on the exterior of the building or protrude throughout the wall, windows or roof of a unit without the written consent of the Executive Board.
- I. Decks shall be used only for the purposes intended and shall not be used for the hanging of garments or other objects or for cleaning rugs or other household items or for the storage of firewood or general storage purposes.
- J. The hanging of awnings, garments, rugs or other personal property in the windows or from any of the facade of the condominium is prohibited.
- K. Dogs and similar type pets as more specifically set forth in the regulations and regulations dealing with pets may be revised from time to time.
- L. No unit owner or occupant may make or permit any disturbing noises, nor do or permit anything to be done which would interfere with the rights, comfort or convenience of other unit owners and/or occupants.
- M. No unit owner or occupant may play or allow to be played any musical instrument, phonograph, radio or television in his unit between the hours of 11:00 PM and 8:00

AM if the same shall disturb or annoy other unit owners or occupants of the condominium.

- N. No unit owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the common elements, without prior written consent of the Board.
- O. Unit owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Board. However, colors must remain uniform with existing color scheme
- P. No noxious or offensive activity shall be carried on, in or upon the common elements or in any such unit, nor shall anything be done therein either willfully or negligently which is or may become an annoyance or nuisance to the other residents of this community.
- Q. No improper, offensive or unlawful use shall be made of any unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
- R. Nothing shall be done to any unit or on or in the common elements which will impair the structural integrity of the buildings or which will structurally change the building. No unit owner may make any structural additions, alterations or improvements, without prior written consent of the Board. The Executive Board shall have the obligation to answer any written request received from a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) days after receipt of same. Failure to do so, within the stipulated time, shall constitute consent to the proposed structural addition, alteration or improvement.
- J. Satellite Dish Specifications:
 - 1. Permission must be sought by the owner of the condominium in writing to the Board of Directors. All requests will be approved on an individual basis and the Board of Directors reserves the right to change the specifications listed below to accommodate the location needed for the dish or to accommodate the aesthetics of the community, at the sole discretion of the Board of Directors.
 - 2. Satellite dishes may only be installed by a qualified technician who provides proof of insurance naming the Foxwood Meadows Condominium Association as an additional insured prior to the start of work.
 - 3. Satellite dishes can be installed on the decks of a unit, in the landscape surrounding the unit or on the chimneys of a unit.
 - 4. Satellite dishes must be located and screened from sight of other unit owners.
 - 5. The owner of the satellite dish is solely responsible for any and all damage to the property as a result of the installation and use of a satellite system.
 - 6. Satellite dishes are not permitted to be installed on the roofs.

7. Wiring is to be concealed and any building penetrations shall be adequately sealed from moisture and insects.
8. After approval by the Board, the owner requesting permission to install a satellite dish must notify and coordinate the installation with the surrounding owners that would be affected by cable crossing their limited common elements or in any other manner.
9. After approval by the Board, the owner requesting permission to install a satellite dish must sign a waiver form which can be obtained from the management company.
10. The satellite dish must be less than 2 feet in diameter.
11. If the unit is proposed for sale, which has an approved satellite dish located on its limited or common area, the purchasing unit owner, prior to settlement, shall execute a new responsibility waiver form provided by the Board of Directors; or the Satellite Dish must be removed, and the property and building returned to its original condition prior to the Unit being sold. If federal regulations change, the Association has the right to require the homeowner to remove the satellite dish at the owner's expense.
12. The unit owner understands that the installation of a satellite dish will not reduce condominium fees including that portion of the condominium fees which pays for group cable service.

Foxwood Meadows Condominiums Specifications for Satellite Dish Installation

1. Permission must be sought by the owner of the condominium in writing to the Board of Directors. All requests will be approved on an individual basis and the Board of Directors reserves the right to change the specifications listed below to accommodate the location needed for the dish or to accommodate the aesthetics of the community, at the sole discretion of the Board of Directors.
2. Satellite dishes may only be installed by a qualified technician who provides proof of insurance naming the Foxwood Meadows Condominium Association as an additional insured prior to the start of work.
3. Satellite dishes can be installed on the decks of a unit, in the landscape surrounding the unit or on the chimneys of a unit.
4. Satellite dishes must be located and screened from sight of other unit owners.
5. The owner of the satellite dish is solely responsible for any and all damage to the property as a result of the installation and use of a satellite system.
6. Satellite dishes are not permitted to be installed on the roofs.
7. Wiring is to be concealed and any building penetrations shall be adequately sealed from moisture and insects.
8. After approval by the Board, the owner requesting permission to install a satellite dish must notify and coordinate the installation with the surrounding owners that would be affected by cable crossing their limited common elements or in any other manner.
9. The satellite dish must be less than 2 feet in diameter.

Foxwood Meadows Condominiums SATELLITE DISH WAIVER

1. Permission must be sought by the owner of the condominium in writing to the Board of Directors. All requests will be approved on an individual basis and the Board of Directors reserves the right to change the specifications listed below to accommodate the location needed for the dish or to accommodate the aesthetics of the community, at the sole discretion of the Board of Directors.
2. Satellite dishes may only be installed by a qualified technician who provides proof of insurance naming the Foxwood Meadows Condominium Association as an additional insured prior to the start of work.
3. Satellite dishes can be installed on the deck of a unit, in the landscape surrounding the unit or on the chimneys of a unit.
4. Satellite dishes must be located and screened from sight of other unit owners.
5. The owner of the satellite dish is solely responsible for any and all damage to the property as a result of the installation and use of a satellite system.
6. Satellite dishes are not permitted to be installed on the roofs.
7. Wiring is to be concealed and any building penetrations shall be adequately sealed from moisture and insects.
8. After approval by the Board, the owner requesting permission to install a satellite dish must notify and coordinate the installation with the surrounding owners that would be affected by cable crossing their limited common elements or in any other manner.
9. The satellite dish must be less than 2 feet in diameter.
10. If the unit is proposed for sale, which has an approved satellite dish located on its limited or common area, the purchasing unit owner, prior to settlement, shall execute a new responsibility waiver from provided by the Board of Directors; or the Satellite Dish must be removed and the property and building returned to its original condition prior to the Unit being sold. If federal regulations change, the Association has the right to require the homeowner to remove the satellite dish at the owner's expense.
11. The unit owner understands that the installation of a satellite dish will not reduce condominium fees including that portion of the condominium fees which pays for group cable service.

I We, owner of _____, PA 18104 hereby agree to be responsible for any and all maintenance and/or liability associated with the installation and maintenance of the Satellite Dish as long as the Satellite Dish exists.

In the event a Unit owner no longer requires a satellite dish, the owner shall return the roof to its original condition immediately following removal of said dish.

SIGNATURE: _____

Date: _____

SIGNATURE: _____

Article 3
BUILDINGS ON THE CONDOMINIUM PARCEL: UNIT BOUNDARIES

3.1 Location of the Buildings

The location, dimensions and area of the existing and to-be built buildings are as shown on the Condominium Plans.

3.2 Unit Designations

Each Unit is identified on the Condominium Plans by a specific Unit Number. The porch or outdoor deck, if any, serving a particular unit identified on the Condominium Plans by the unit number assigned to the Unit it serves.

3.3 Description of Units

- (1) Each Unit consists of that portion of the Buildings within the tile lines shown on the Condominium Plan and more particularly described in this section. The title lines on the Condominium Plan are intended to designate as the boundaries of the Unit, the exterior walls, floor or ceiling of the Unit. Specifically, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, furnished flooring and any other materials constituting any part of the finished surfaces of the Unit are a part of the Unit. All other portions of the walls, floors, or ceilings are a part of the Common Elements. If any chute, flue, duct, wire, piping, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion thereof serving only that unit is Limited Common Element allocated solely to that Unit and the portion thereof serving more than one Unit or any portion of the Common Elements is part of the Common Elements. Except as provided above, all spaces, interior partitions and other fixture, appliances and improvements within the boundaries of a Unit are a part of the Unit.
- (2) All of the following, if within the tile lines of a Unit, shall be regarded as part of that Unit:
 - (a) All walls, partitions, dividers, doors door frames, door hardware;
 - (b) All kitchen equipment and fixtures, including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;
 - (c) All bathroom, lavatory and plumbing fixtures and equipment including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans and medicine cabinets;
 - (d) All electrical and lighting fixtures, including, without limitation, outlets, switches, outlet boxes, switch boxes, telephone outlets, circuit breakers and circuit breaker panels;
 - (e) All heating equipment;
 - (f) All floor and wall covering including, without limitation, carpeting, tiling, wallpaper and paint; and
 - (g) All piping, ducts, wiring, cables and conduits of any kind or type, provided, however, that all piping ducts, wiring, cables and conduits of any kind or type located within a particular Unit and serving other than or in addition to that

particular Unit shall not be part of the particular Unit but shall be a Common Element.

- (3) All heating, piping, ducts, wiring, cables and conduits of any kind and all associated equipment serving only one Unit and not located within that Unit or any other Unit shall be a Limited Common Element allocated to that Unit it serves.

Foxwood Meadows Condominium Association

Responsibility to Repair/Replace List

9/3/1999

NOTE: Owner neglect will result in charging the unit owner for required repairs/replacement.

10/15/2023

The expense of repair or replacement to the Limited Common Elements listed as Association responsibilities below and marked with ** shall be shared between the Unit Owner whose unit is served by the Limited Common Element and the Association. The Unit Owner shall be responsible for the first 25% of any such repair or replacement and the Association will pay the balance. Any expenses of repair or replacement to Limited Common Elements of a particular Unit which is to be borne by the Association must first be approved by the Association Executive Board if the total of such expenses of repair or replacement to Limited Common Elements of a particular Unit will exceed \$5000 in any single calendar year.

	ASSOCIATION	OWNER
AIR CONDITIONER/HEAT PUMP (REPLACEMENT TO BE OF COMPARABLE SIZE)		X
Inside Unit		X
Outside Unit		X
Slab Under Unit		X
Switch Box		X
ATTIC (See Guidelines)		
Floor Joists	X**	
Insulation (original only)	X**	
Light Bulb		X
Light Socket		X
CHIMNEY		
Cleaning (Every 5 years)	X**	
DECKS - (See Guidelines)		
Maintenance	X**	
Replacement	X**	
DOORS (See Guidelines)		
FRONT DOOR		
Doorbell		X
Door Handle		X
Frame	X**	

Hinges	X**	
Kickplate		X
Lockset		X
Peephole		X
Storm/Screen		X
Weather Stripping		X
Painting	X	
SIDE DOORS		
Frame/Slides	X**	
Glass	X**	
Screen		X
Screen Frame		X
Painting	X	
GARAGE DOOR		
Door replacement	X**	
Adjustments		X
Lockset/Opener		X
	ASSOCIATION	OWNER
FAUCETS, FRONT & REAR		
Garage		X
Rear		X
GUTTERS AND SPOUTING		
Cleaning	X	
Repair/Replacement	X	
LANDSCAPING		
COMMON AREA	X	
Feeding	X	
Mowing (All grass areas)	X	
Mulching	X	
Plant/Shrub Replacement	X	
Pruning/Shearing	X	
Weeding	X	
FRONT/BACK BEDS (EACH UNIT)		
Feeding	X	
Mulching	X	
Plant/Shrub Replacement	X	
Pruning/Shearing	X	
Weeding	X	
LIGHTS-ALL OUTSIDE		
Bulb-Replacement		X
Cleaning		X
Fixture Replacement	X**	
Globe Replacement	X**	
MACADAM/BLACKTOP		

Maintenance	X	
Resurfacing	X	
PATIO (SIDE) STRUCTURAL ONLY		
Maintenance	X**	
Replacement	X**	
ROOF	X	
SEWER		
Inside of Foundation		X
Outside of Foundation	X	
SIDING		
Aluminum	X	
Brick	X	
SIDEWALKS	X	
STOOP, FRONT	X	
WALLS, FOUNDATION		
Exterior	X	
Interior	X	
(not to include drywall)		
	ASSOCIATION	OWNER
WINDOWS		
Glass & Frame	X**	
All Hardware		X
Screens		X

** SPECIAL CIRCUMSTANCES APPLY-SEE RULES AND REGULATIONS AND ABOVE NOTES

Foxwood Meadows Condominium Association

REQUEST FOR ALTERATION FORM

Unit Owner: _____ **Date:** _____

Address: _____

Phone/Home: _____ **Phone/Work:** _____

Planned Project Starting Date: _____ Estimated Duration (Days): _____

Provide a description of the project which, together with the required drawings and specifications, will adequately disclose the project for consideration for approval. (Please print or type)

Attach second sheet if needed.

Attach the specifications for any material which will be used and a drawing where applicable on a scale of 1/2 inch = 1 foot or other appropriate scale.

For any project utilizing a contractor please provide the following:

CONTRACTORS NAME: _____

ADDRESS: _____ PHONE: _____

I have received, read and I understand the ALTERATIONS POLICY governing the townhomes of the Foxwood Meadows Condominium Association. I agree to abide by the policy and to proceed only after receiving written authorization from the Executive Board. I will expeditiously complete the project in accordance with the plans and specifications provided and absorb its full cost. I further understand that the Board's approval is subject to the building codes of the City of Allentown. Upon applying for a permit, disapproval of plan will require re-submission of new plan to Executive Board.

Signed: _____ **Date:** _____

PLEASE MAIL TO: FOXWOOD MEADOWS CONDOMINIUM ASSOCIATION, c/o Merri Boswell of MRH Enterprise LLC, PO Box #969, Fogelsville, PA 18051 or merri@mrhenterprise.com

Executive Board Use Only: DATE RECEIVED: _____

Approval Status

APPROVED _____ **APPROVED AS NOTED** _____ **DISAPPROVED** _____

Comments:

The Executive Board