

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NEW FOX RIDGE HOMEOWNERS ASSOCIATION
ADOPTING POLICY No. 3 of 2014
REGARDING RULES AND REGULATIONS FOR RENTALS**

This Resolution is adopted by the Board of Directors of The New Fox Ridge Homeowners Association on the 8th day of December, 2014 and is effective immediately.
Amended and Restated October 13, 2015

RECITALS

The background of this Resolution is as follows:

R.1. The New Fox Ridge Homeowners Association (the "**Association**") is responsible for governance and maintenance of the residential planned community commonly known as New Fox Ridge located in the City of Harrisburg, Dauphin County, Pennsylvania (the "**Community**").

R.2. The Community is controlled by Amended and Restated Bylaws of The New Fox Ridge Homeowners Association (last amended 6/23/05) recorded in the Recorder of Deeds Office of Dauphin County, Pennsylvania on February 16, 2006 to Instrument # 20060006164 (as amended from time to time, the "Bylaws"), which Bylaws the Board of Directors deem to constitute a declaration for purposes of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§5101-5414 (as amended from time to time, the "**Act**").

R.3. The Board has enacted or in the future may enact rules and regulations (the "**Rules and Regulations**") to supplement the Bylaws and the Act and to fulfill the Board's obligation to operate the Community and the Association in the best interests of the Association. The Bylaws, Act, and Rules and Regulations are referred to herein as the "**Governing Documents**").

R.4. The Association was formed by the filing of Articles of Incorporation with the Corporation Bureau of the Pennsylvania Department of State on or about June 6, 1985, which Article of Incorporation were amended by the filing of Articles of Amendment –Domestic Corporation on June 29, 2005.

R.5. The Association, acting through its duly elected Board of Directors (the "**Board**"), is responsible for, among other rights and obligations, managing the common areas of the Community and carrying out the duties and responsibilities required by the Bylaws.

R.6. The Association is governed by certain provisions of the Act, including, without limitation, the power to adopt and amend rules and regulations relative to the Community.

R.7. Pursuant to Article IV, Section Two of the Bylaws, the Board has all authority granted by the Act, which includes the power to act in all instances on behalf of the Association.

R.8. The Executive Board desires to adopt reasonable restrictions governing the rental of Units or Units within the Community, as more specifically set forth herein for the following reasons:

1. To preserve the values of the Owners' individual Units.
2. To strengthen enforcement of the Association's restrictions as contained in the Governing Documents.
3. To assist financing and refinancing options for Owners, that are guaranteed through state and federal agencies (such as FHA and Fannie Mae).
4. To maintain the attractiveness of the residences and to preserve, protect, and enhance the values of the amenities of the Community.

NOW THEREFORE, the Board hereby adopts the following restrictions and regulations for the Community (the "**Rental Rules and Regulations**"), which shall be binding upon all Owners and their grantees, tenants, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter. Unless otherwise stated herein, all capitalized terms shall have the meaning assigned to them in the applicable Governing Document.

I. GENERAL RENTAL RESTRICTIONS.

An Owner may lease the Owner's Unit or Units at any time and from time subject to the terms and conditions set forth herein.

- a. Leases shall be only to natural persons.
- b. Leases shall be only for residential purposes.
- c. Leases shall not be for less than the entire Unit.
- d. Subleasing of Units is prohibited.
- e. The number of occupants in a Units hall not exceed twice the number of bedrooms in the house on the Unit.
- f. All Unit Owners who lease their Units shall consent to the release of their contact information and the contact information of any tenants, to any Member of the Association who, upon showing of good cause, requests the same. Good cause shall include, but not be limited to, being a neighbor who issues a complaint with the Board resulting from any action of the Unit Owner's tenant.
- g. Owners must provide all tenants with a copy of the Governing Documents.
- h. Regardless of the number of occupants in the rented Unit, the maximum number of vehicles of said Unit's occupants using the Association's parking lot is two.

II. LEASES

- a. All leases of Units shall be in writing and signed by both the Unit Owner and all adult tenants.
- b. No Unit may be leased for an initial term of less than one year.
- c. The lease shall include notice that the Unit is part of a neighborhood governed by certain rules and regulations (Governing Documents) and shall require tenants to comply with all of the Governing Documents. The Owner may inform the renters by providing hard copies of the Governing Documents, directing them to the Association's web site, providing the contact name of the Unit's block representative, or by similar means.

- d. The lease shall grant the Association the right to evict tenants who violate any of the restrictions in the governing documents or the rules and regulations adopted by the Board from time to time.
- e. All leases shall permit the enforcement of restrictions of the Association against the tenants and against the Unit Owners, or both, including, without limitation, the imposition of fines, at the discretion of the Board.

III. APPROVALS

- a. Upon request of the Board, the Owner shall provide to the Board a copy of the lease as set above.
- b. The Board shall have the right, using its reasonable discretion, to approve the terms of all leases that would otherwise affect the integrity of the Community. This right includes requiring inclusion, modification, or removal of lease term(s) and the execution of the revised lease.

IV. ENFORCEMENT

- a. The rights of any tenant of any Unit will be subject to, and each such tenant and all occupants of any Unit will be bound by, the covenants, conditions, and restrictions contained in Governing Documents; however, this does not impose any direct liability on any tenant of a Unit to pay any monthly assessments or special assessments on behalf of the Unit Owner of the Unit.
- b. The Association, for the benefit of the Association and every Unit Owner, shall have the rights of enforcement of any lease directly against the tenant(s) including, without limitation, the right to terminate any lease by reason of violation of the provisions of the lease or any Governing Document and to then, at the option of the Association, evict the tenant from the Unit without liability to the Unit Owner.
- c. Owners shall be fully responsible for all actions of their tenants and any occupants of the Units.
- d. Unit Owners shall be responsible for all costs and expenses resulting from the actions of the tenants, including, without limitation, attorneys' fees.

V. APPEALS

Any Unit Owner who is aggrieved by any of the provisions of these Rental Rules and Regulations shall have the right to file an appeal with the Board, in writing, which appeal then result in a meeting or hearing before the Board or a member thereof appointed to consider such matter. At such meeting or hearing, the Unit Owner shall have the right to present such facts and circumstances as he or she deems necessary in order to be relieved from one or more of the requirements of these Rental Rules and Regulations. If less than the entire Board shall participate in such meeting or hearing, those representatives appointed by the Board shall, within seven (7) days issue a recommendation to the entire Board. Within fifteen (15) days of the conclusion of such meeting or hearing, the Board shall consider all information presented and shall render a written decision to the Unit Owner, which decision shall be final and unappealable. In rendering its decision, the Board may consider any facts or circumstances it deems appropriate, including, without limitation, any

hardship, financial or otherwise, on the Unit Owner. Any decision of the Board under this provision shall be effective only upon the particular Unit Owner and shall not be transferrable in any manner to any future Unit Owner.

VI. MISCELLANEOUS PROVISIONS

- a. Failure by the Board to enforce any provision of these Rental Rules and Regulations or any alleged violation of any provision of the Governing Documents shall in no event be deemed to be a waiver of the right to do so thereafter.
- b. The provisions of these Rental Rules and Regulations shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- c. These Rental Rules and Regulations shall be effective immediately and shall supersede any previous policy, resolution or rules and regulations adopted by the Association or the Board on the subject matter hereof.