

EXHIBIT "A"

CAINE'S CREEK COMMUNITY ASSOCIATION  
APPROVED LEASE ADDENDUM

Addendum to Lease dated \_\_\_\_\_  
between \_\_\_\_\_, Lessee (s) and  
\_\_\_\_\_, Lessor for Unit  
No. \_\_\_\_\_ at Caine's Creek

1. Association Documents. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants and Easements of Caine's Creek, By-Laws of Caine's Creek Homeowners Association and the applicable Rules And Regulations of Caine's Creek Homeowners Association and any amendments thereto (the "Association Documents") as shall apply to the demised premises, subject to the provisions of this Lease, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Lessor for all liabilities and responsibilities and for the performance of all obligations applicable to Unit Owners under the Association Documents, applicable laws and ordinances, or otherwise whatsoever during the term of this Lease. The failure of Lessee to abide by the terms and conditions of the Association Documents shall be a default under this Lease. However, Lessor, in all events, shall retain the right to exercise any voting rights associated with the demised premises.

Lessee hereby acknowledges receipt of said Association Documents. A true and correct copy of such Association Documents is available for inspection and review from the Association Manager.

2. Delegation of power to Board of Directors of the Association. The lessor hereby delegates to the Board of Directors of the Association ("Board") its power under this Lease and under law with respect to the remedies for breach of this Lease so that the Board may exercise any of such remedies upon the default by Lessee or Lessor in the payment of any charges or assessments levied by the Association against the unit constituting the demised premises or upon the failure of the Lessee or Lessor to abide by all of the terms and conditions of the Association Documents. The pursuit of any of such remedies by the Lessor against the Lessee shall not preclude the Board from pursuing any such remedies against the Lessee.

3. Association Charges and Assessments.

(a) In the event Lessor shall fail to pay any charge or Assessment levied by the Board against Lessor or the demised premises, and such failure to pay continues for thirty (30) days, the Board shall so notify Lessee in writing of the amount (s) due and within fifteen (15) days after the date of such notice, Lessee shall pay to the Board the amount (s) of such unpaid charges or Assessments, subject however to subparagraph (b) below. The amounts of such unpaid charges and Assessments paid to the Board by Lessee after the nonpayment by Lessor shall be credited against and shall offset the next monthly rental installment due to Lessor following the payment by Lessee of such charges or Assessments to the Board.

b) In no event shall Lessee be responsible to the Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly installment of rent.

4. Assignment of Subletting. Lessee shall not assign this Lease or sublet the demised premises without the prior written consent of the Board or its duly appointed agent and it is hereby agreed and provided that any lawful levy or sale or execution, or other legal process, and any assignment or sale in bankruptcy shall be deemed and taken to be an assignment within the meaning of this Lease.

5. Amendments and Modifications. This Lease addendum may be modified, amended, or surrendered only by an instrument in writing duly executed by Lessor and Lessee and approved by a duly authorized officer of the Association or member or duly authorized agent of the Board in writing.

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

_____	_____
Witness	Lessee
_____	_____
Witness	Lessee
_____	_____
Witness	Lessor
_____	_____
Witness	Lessor

UNIT OWNER'S SIGNATURE:

APPLICANT'S SIGNATURE

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

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

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

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

FORM APPROVED BY THE BOARD OF DIRECTORS OF CAINE'S CREEK HOMEOWNERS ASSOCIATION.

By: \_\_\_\_\_

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

CAINES CREEK COMMUNITY  
ASSOCIATION RULES AND  
REGULATIONS

**CAINE'S CREEK COMMUNITY ASSOCIATION**  
**RULES AND REGULATIONS**

**A. INTRODUCTION**

When you bought your home at Caine's Creek, you became the owner of more than just a spacious and fully equipped condominium. You also became the owner of a percentage interest in the CE which are the roads, buildings, recreation facilities, lawns and grounds AND you automatically became a member of the Association which manages it all.

The Association is responsible for the management of the Common Elements and through the Council and Managing Agent, governs the affairs of the Community Association.

The Council is composed of five (5) elected members, each serving a two-year (2) term. Elections are held at the Annual Association Meeting in March. The Council appoints individuals to complete unexpired terms should the need arise. The Council elects its own officers who are: President, Vice President, Treasurer and two (2) Members at Large.

**B. OBLIGATIONS TO COMPLY WITH THE RULES AND PAY ASSESSMENTS**

Possession or occupancy of a unit automatically obligates the Unit Owners, tenants and their guests to abide by the Rules and Regulations of the Association. Failure to comply is grounds for legal action.

Unit Owners are bound to contribute to the Common Expenses. A Unit Owner is presumed, by the acceptance of the title, to have agreed to pay his/her proportionate share of the Common Expenses. A Unit Owner MAY NOT exempt himself/herself from this liability by waiving his/her right of use any of the Common Elements.

**C. PAYMENT OF FEES**

1. Council will assess each unit on an annual basis
2. Fees are due and payable on the first day of each month
3. Fees are to be mailed to: Caine's Creek Community Association  
**CSK MANAGEMENT, INC.**  
**1012 W. 9TH AVENUE, SUITE 10**  
**KING OF PRUSSIA, PA 19406**
4. Late Fees are assessed after 15 days delinquency.

**CAINE'S CREEK COMMUNITY ASSOCIATION**  
**RULES AND REGULATIONS**

The following Rules and Regulations shall govern the use and operation of the property know as CAINE'S CREEK COMMUNITY ASSOCIATION, including but not limited to the use of the Common Elements of the Association, and are intended to supplement the use Restrictions set forth in Article VII of the Declaration.

These Rules have been formulated not only for the safety and welfare of the residents, but also to protect the Unit Owners' privacy and property. These rules shall apply to all present and future owners, mortgagees, lessees and occupants of the Units, and their agents, employees and guests, and to any person or persons who or which may use the facilities of the Association.

**A. GENERAL USE RESTRICTIONS**

1. The various parts of the Common Elements shall be used only for the respective purposes for which intended.
2. No industry, business, trade, occupation, or profession of any kind, commercial, educational or otherwise, designed for profit, shall be conducted on the Common Elements nor shall any Unit, or part of any Unit, be used or rented for transient, hotel, rooming house, or dormitory purposes.
3. No "for sale", "for rent", "for lease", "leased", or "sold" sign shall be displayed nor shall any advertising be maintained or permitted on any part of the Common Elements or in or on any building or improvement therein, provided however that, "Sales Signs" may be displayed on Open House days and be placed at the front entrance and Roskeen Court.
4. No, motorcycles, mopeds, motorbikes, tires, tools, ladders, or any other items of personal property shall be stored or left on any balcony or patio or any part of the Common Elements; however, outdoor tables, chairs and barbecue grills may remain on such balconies and patios, subject to such regulations as the Council may from time to time issue.
5. No shrubbery or trees shall be planted on or removed from any part of the Common Elements without the PRIOR WRITTEN consent of the Council.
6. Because of the hazardous nature of the following articles, and in accordance with state laws pertaining to multi-family dwellings, no Unit Owner shall use or permit to be used or brought into or kept in any Unit or any portion of the Common Elements (storage closets included) any flammable or combustible material such as gasoline, kerosene, propane, naphtha, or benzene or any explosives, fireworks or like hazardous articles (including motorcycles or other vehicles with gas tanks).

7. Unit Owners will install and maintain at least one (1) smoke detector in the unit in a location that will provide warning to residents in case of a fire.
8. Unit Owners are responsible for cleaning their chimney. Caine's Creek will periodically inspect the chimneys and if necessary have the cleaning done at the Owner's expense.
9. All radio, television, phonographic, 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 Unit shall comply with all safety rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.
10. In order to maintain a pleasing uniformity in the outside appearance of the buildings, no Unit Owner shall paint, decorate, or alter any portion of his Unit which is visible from the exterior of his Unit without the PRIOR WRITTEN consent of the Council.
  - a. No clothes or other articles shall be dried, aired or hung from windows or balconies. This includes any drying apparatus placed on patios or any other Common Elements.
  - b. No exterior shades, awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or like devices, including without limitation, air conditioning devices, which are visible from outside a Unit, shall be used in or about any Unit or the Buildings except those which shall have been approved in WRITING by the Council.
  - c. All drapes, curtains, blinds, shades, screens, decorative panels and other types of window coverings or door coverings visible from the exterior side shall be backed on the exterior side with a white or off-white liner.
  - d. No radio or television aerial shall be attached or hung from the exterior of any building. All antennas must be interior with no wires or antennas or satellite dishes visible from the exterior of the building. This also applies to security or alarm systems and cable TV.
  - e. All garbage and other refuse shall be kept out of sight in tightly covered, waterproof containers. The individual Unit Owners must make arrangements, through the trash hauler, for removal of building construction materials, major appliances and other large items. Trash containers are permitted curbside after 6:00 p.m. the night before trash pick up and MUST be removed curbside before 8:00 p.m. of the pick up day.
  - f. Door decorations, i.e., door knockers and wreaths, will be permitted on front doors of the units only.
  - g. Unit owners are responsible for keeping the exterior portion of the unit free of dirt and debris.

11. Toilets and drains shall be used for no purpose other than the purpose for which they were designed. No toxic substances, oil, gasoline, diesel fuel, sweepings, rags, rubbish, sanitary napkins, newspaper, ashes or the like shall be deposited therein. Any repairs necessitated by the misuse of such facilities shall be CHARGED TO THE OFFENDING Unit Owner.
12. No use which shall be unlawful or which shall constitute a nuisance shall be made of the Common Elements or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Association shall be observed.
13. No Unit Owner (except for a Unit Owner who is also an officer of the Association and who is acting in his official capacity) shall attempt to direct, supervise, or in any manner attempt to assert any control over the employees and/or subcontractors of the Association or the Council or the Managing Agent.
14. Any complaints regarding the maintenance and condition of the Common Elements or the actions of the Council, its officers, agents, family members, guests, employees or contractors, shall be made IN WRITING, to the Council or its agent, which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action may be taken by the Unit Owner.
15. The Council may delegate any of its responsibilities hereunder to its Managing Agent except that only the Council may amend these Rules.
16. No Unit Owner shall make or permit to emanate from his Unit any disturbing noises that will interfere with the rights, comfort, or convenience of other Unit Owners.
17. Any damage to the Property caused by any Unit Owner, his family, visitors, invitee, employees, agents or tenants, shall be repaired at the EXPENSE OF THE UNIT OWNER.

**B. GROUPS AND WALKS**

1. The land or plantings in the Common Elements shall not be filled, seeded, planted, cultivated, rolled, cut, trimmed, edged, fertilized or otherwise treated except in accordance with instructions issued from time to time by the Council. Walks shall not be obstructed, or used other than for purposes for ingress and egress. Each resident shall use care to prevent littering of the Common Elements.
2. No signs, lampposts, fences, or other improvements or adornments shall be erected or placed upon the Common Elements by Unit Owners. No existing fence or enclosure, walkway or curb shall be used to mount a sign or be painted, written upon, removed, marked or otherwise defaced. No part of the Common Elements shall be used for storage

of personal articles except as otherwise specifically permitted hereby or by the Declaration of Association or Bylaws.

3. No garbage or refuse shall be carried through, over or across any portion of the Common Elements except in a watertight plastic bag or container adequate to keep the refuse from offending the senses of other residents, and from soiling the Common Elements. The Borough of Phoenixville prohibits burning of trash or refuse.
4. Christmas or other seasonal decorations may be erected by a Unit Owner on his unit door and inside the windows only, and on the plantings immediately adjacent to the unit. In as much as the exteriors of the units are designated as Common Elements, care shall be taken to erect such decorations in a fashion which will minimize or eliminate damage to the plantings. The Christmas decorations may be displayed after Thanksgiving and must be removed by January 15th.

**C. PATIOS AND BALCONIES**

1. No articles which might prove potentially hazardous, such as window boxes, shall be placed upon the window sills of any Unit or balcony railings. Safety and insurance considerations dictate that no one shall be permitted to sit or lie on balcony railings or roof structures.

**D. CLUBHOUSE**

1. The Clubhouse is available for use on a limited basis.
2. The Clubhouse is only available to residents not owing back fees.
3. The Clubhouse is available to residents for private parties. A rental fee is required. Those fees are determined by the Council and noted in Caine's Creek's Rental Agreement. Rentals will be made under the following conditions:
  - a. A refundable Security Deposit is required but does not limit the liability of the renter who is responsible for full repair and replacement costs for damage incurred during the rental period.
  - b. An inspection of the Clubhouse will be made before and after the rental period.
  - c. All guests MUST be out of the Clubhouse by 1:00 a.m.

**E. POOL**

Below is a list of standard rules that ALL residents, resident's children and guests should follow. The Council reserves the right to change and therefore update the pool rules annually.

1. Pool hours are determined annually by the Council.



2. Fee-current status is required to entitle members or their children to recreational facility privileges.
- 3. An Association member must accompany guests at all times. No more than four (4) guests per Unit are permitted without special exception by the Council. Members will be held accountable for their guests' behavior.
- 4. Pool badges MUST be worn conspicuously at all times. All persons over the age of five (5) years will be expected to wear them.
- 5. Any activity in or out of the pool, which may subject anyone including oneself to potential harm, is strictly prohibited.
6. All Association members are authorized and requested to enforce all pool rules in the absence of a lifeguard. Any member or guest continuing to disregard these rules after being corrected by their peers will have their recreation privileges revoked for the remainder of the season.
7. LIFEGUARD (when present);
  - a. Is in ABSOLUTE charge at all times.
  - b. Is authorized to enforce ALL rules.
  - c. WILL NOT BE OVER-RULED BY ANY BATHER.
  - d. Is authorized to expel bathers for rule violations.
  - e. MUST be informed of all visitors when entering.
8. Three (3) warnings from the lifeguard will cause you to be expelled from the pool for the day.
9. Excessive offenders will be brought to the attention of the Council for further action.
10. The use of the pool is exclusively permitted to residents of Caine's Creek Community Association, the Village, their children and authorized guests only.
11. No articles made of breakable glass (i.e. glasses, bottles, pitchers, etc.) are permitted in the pool area.
12. No rafts are allowed in the pool area. NO TIRE TUBES.
13. Swimsuits are the only permissible attire; no cutoffs are allowed.
14. No pushing, pulling or throwing of anyone into the pool.
15. No eating in the pool area.
16. No running in the pool area. No running dives into the pool. Standing dives should only be made into the deep end of the pool.

17. Small children should stay in the shallow end of the pool and children under 12 years MUST be accompanied by a responsible person.
18. No animals are permitted in the pool area.
19. Use of rest rooms will be limited. No running in or out and ABSOLUTELY NO playing or loitering inside the clubhouse.

**F. VEHICLES**

1. No vehicle belonging to a Unit Owner or a member of the families, visitors, invites, employees, or tenants of a Unit Owner shall be parked in such manner as to impede or prevent ready access to another parking space.
2. All parking regulations, speed limits and other traffic regulations, including any handicap and reserved parking spots posed or promulgated by the Council from time to time, shall be strictly obeyed.
3. No blowing of any horn or screeching of any tires or brakes shall be permitted while approaching or upon any of the driveways or parking areas of the Common Elements.
4. No boats, trailers, trucks (trucks not to be in excess of 1/2 ton capacity), stake body trucks, dump bodies, Recreational Vehicles or commercial vehicles (vehicles with writing on the vehicle) may be parked on the property at any time. All existing circumstances to be grandfathered unless the Council sees fit to change this Rule.
5. Major vehicle repairs, tuning and other mechanical servicing, (including oil changes) are not permitted in driveways, roads or parking areas or any other section of the Common Elements, with the exception of changing a flat tire and emergency repairs needed to permit an inoperative vehicle to be moved.
6. No inoperable or unlicensed vehicles shall be parked on the property. Nor shall any vehicle with expired tags, registration or state inspection stickers be permitted on the property. The Council shall have the right to cause any vehicle not conforming to these regulations to be moved or towed away, as necessary, at the **EXPENSE** of the responsible Unit Owner.
7. Vehicles must be maintained so as not to damage the parking areas of the Common Elements. (i.e., leaking oil, gas or other fluids). Unit owners will be responsible for the clean-up and/or repair of the damaged area.
8. Motorcycles must be parked in parking areas only. Motorcycles or motor-driven cycles must use wooden blocks under kickstands to prevent damage to roads.

**G. PETS**

1. Unit Owners that possess a pet shall be responsible for the behavior of their pet and shall promptly repair any damage done by and immediately clean up any mess made by such pet at the Property or on the Common Element areas. Dogs and cats must be kept under leash at all times when taken outside of the unit and must be "curbed" away from the buildings.

**H. PLAY EQUIPMENT**

1. Temporary children's play equipment must be removed on a daily basis and stored indoors. All play equipment must be temporary, freely moveable and storable and maintained in good repair. There will not be allowed any swing sets, jungle gyms, sliding boards or other child like play equipment.
2. No sand boxes, wading pools, toys, tables and chairs, bicycles, motor bikes, etc. are to be left on the Common Areas.

**I. ENFORCEMENT OF RULES AND REGULATIONS**

1. The Rules and Regulations presented here are nothing more than an attempt to formalize SAFE REQUIREMENTS and the COMMON COURTESY, which will help us all to more fully enjoy our community. Unfortunately, in every community, there are a few residents who are inconsiderate enough to make life unnecessarily unpleasant for the majority of responsible residents. It is the hope of the Council that the following procedures will help to remedy some of the problems that have been encountered.
  - a. The Council and/or Managing Agent will take complaints in writing from residents. Anonymous complaints will not be processed.
  - b. The Council and/or Managing Agent will investigate to determine the facts.
  - c. The Council and/or Managing Agent will make ONE attempt to resolve the problem before imposing fines.
  - d. The Council will hear appeals.
  - e. The Council and/or Managing Agent will keep records of all complaints, investigations, fines and appeals.
  - f. Fines will be assessed and will be added to monthly fees due on the Unit whose resident, owner or guest is guilty of the infraction.

In the event that after notification of the infraction the responsible party allows the situation to continue, the situation will be treated as an additional violation pending the Council and/or Managing Agent's decision on the appropriate fine.

**J. FINING PROCEDURES**

1. The Council, the Council's designated Committee or managing agent shall notify the unit owner responsible for a violation of the Governing Documents and/or these Rules and Regulations of the violation in writing and describe the violation with reasonable particularity.
2. In the event that the violation is not abated or corrected by the unit owner within fifteen (15) days from the date of the notice of violation, the Council, its designated Committee or Managing Agent may impose a fine upon the unit owner in an amount consistent with the nature and severity of the violation. Fines may be imposed on a per diem basis, inasmuch as the continuation of the violation on each day constitutes a separate offense.
3. The Council, the Council's designated Committee or Managing Agent shall notify the unit owner in writing the amount of the fine. If the fine is not paid within thirty (30) days of the notice of the fine (or within 30 days of a decision following a hearing, if any) additional fines may be imposed until the violation is abated. Within thirty (30) days of the date of the imposition of the fine, a person fined may file an appeal and request for hearing form with the Council, designated committee, or managing agent, which form will be provided to the person along with notification of the imposition of the fine. The person fined, by filing the appeal and request for a hearing, shall be entitled to a hearing on the merits of the violation and fine before the Council or a committee designated by Council to hear same in order for the person fined to define the notice of violation and imposition of fine. Upon the receipt of the appeal and request for hearing form, a date, time, and place shall be scheduled for a hearing on merits of the violation and fine which was the subject of the notice to the said person. Written notification of the date, time, and place of hearing shall be given to said person and a hearing shall be held as indicated therein. A hearing shall be scheduled within thirty (30) days of the filing of the appeal and request for hearing form. A decision on the merits of the violation and fine shall be issued in writing to said person within fifteen (15) days of the hearing.
4. Any fine imposed in accordance with this Rule shall constitute common expense assessment and a lien against the unit and shall be collectible in the same manner as provided for in the collection of common assessments. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine shall be the responsibility of the unit owner.

**K. DELINQUENT ASSESSMENT COLLECTION PROCEDURES**

1. Any common expense assessment, special assessment or other assessment as may be levied by the Council shall be termed delinquent if not paid on the date when such assessment is due.
2. Common expense assessments are payable monthly and are due on the first of each month.
3. If the assessments remain delinquent for fifteen (15) days, a notice of delinquency shall be sent by regular mail to the delinquent unit owner and a \$10.00 late fee shall be added to the delinquent account. Additional late fees of \$10.00 shall be added each month to any account with a balance in excess of the unit's monthly assessment.
4. An interest charge of one and one-quarter percent (1 1/4%) per month (annual interest rate of 15%), or the maximum interest rate as permitted by law, of the unpaid balance (including all late fees, charges, legal fees and costs) shall be charged monthly to any account after fifteen (15) days delinquency.
5. If the assessments, included in this paragraph and hereinafter, all late fees, charges, interest, legal fees and court and related costs, remain delinquent for thirty (30) days, a final notice of delinquency shall be sent by certified mail to the delinquent unit owner advising the unit owner of the balance in the account. At that time a suit shall be instituted to collect the balance unless the account is brought current within ten (10) days of the date of said notice.
6. If the assessments remain delinquent for fifteen (15) days, the entire balance of the current fiscal year's assessment may be accelerated by the Council and be declared due and payable in full.
7. All late fees, charges, interest, legal fees, court costs and other expenses or fees incurred in the collection of a delinquent account shall be the responsibility of the unit owner.
8. Until the same are paid, all delinquent assessments shall constitute the personal liability of the unit owner and shall be a charge and lien upon the delinquent owner's unit.
9. A delinquent unit owner (and any family members or tenants occupying the unit) forfeits any right and privilege to use any of the Association recreational facilities, to serve on the Council, to serve as an officer of the Association, to serve on any committees thereof and to vote at any election meeting of unit owners.
10. The assessment collection procedures set forth in this resolution shall not be exclusive of other rights and remedies available to the Council or the CAINE'S CREEK COMMUNITY ASSOCIATION, INC.

L. ARCHITECTURAL GUIDELINES

1. No Unit Owner will paint or alter any exterior portion of his/her dwelling without the **PRIOR WRITTEN** consent of the Board.
2. No above ground swimming pools shall be permitted on the property.
3. Patio and balcony areas shall not be screened or enclosed. There will be no alteration in or on any patio, balcony, balcony railing or partition without the **PRIOR WRITTEN** approval of the Council.
4. No Unit Owner shall install additional exterior lighting without the **PRIOR WRITTEN** consent of the Council.
5. No building, fence, or wall shall be erected, maintained or used upon the property. No other improvement or structure or exterior addition to or change or alteration thereof be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in **WRITING** as to the harmony of external design and location in relation to the surrounding structures and topography by the Council.
6. Any proposed change by a Unit Owner in the existing color or finish of any exterior surface or any building on the property shall be submitted to and approved by the Council. In the event that the Council fails to approve or disapprove such change within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied.
7. No lamp posts, fences, storage sheds, doghouses, basketball backboards, kiddie pools (unless removed at the end of each day), or other improvements, structures or adornments shall be erected or placed upon any Common Elements or Limited Common Elements. No enclosure, walkway or curbs shall be painted, written on, used to mount a sign, removed, marked or otherwise defaced.
8. The Architectural Control Committee shall be composed of three (3) or more representatives appointed by the Council.
9. Unit owners must submit applications to alter or improve the exteriors of their units (including but not limited to, balconies, patios, lighting, painting, etc.), along with plans, if necessary to the Architectural Control Committee **IN WRITING**.
10. The Architectural Control Committee shall review the application and make a recommendation for approval or disapproval of said application to the Council. Recommendation for approval of any application by the Architectural Control Committee shall not be deemed permission to proceed with said alteration or improvement until said application is approved by the Council.

11. The Architectural Control Committee shall monitor the lots, dwelling units, Common Elements and Limited Common Elements to insure compliance with architectural standards and approved plans for alteration or improvement.
12. The existing slope or configuration of the property shall not be altered, nor shall any structure or retaining wall be erected or other activity taken which retards, changes or otherwise interferes with the natural flow of surfaces drainage waters or which creates erosion or sliding problems.
13. Any proposed change or additions by a Unit Owner to the existing landscaping and plantings, must be submitted to and approved by the Council. In the event the Council fails to approve or disapprove such change or additions within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied.
14. The Unit Owner shall maintain existing garden areas. Unit Owners may add no other plantings, except flowers, to existing garden areas. Vegetables shall not be grown on Common Elements or Limited Common Elements. If a Unit Owner fails to maintain said garden area or adds unauthorized plantings to said garden area, the Association will maintain the garden and/or remove unauthorized plantings at the **UNIT OWNER'S EXPENSE**. No additional garden areas shall be added without the **PRIOR WRITTEN** consent of the Council.
15. Unit Owners are responsible for watering grass, shrubs and trees during a drought or limited rain period.
16. If planted by Unit Owner, dead trees and shrubs will be removed and replaced. If it is deemed that such is to occur, the Unit Owner will be notified by the Association and given two (2) weeks to decide if they will remove and replace the trees/shrubs themselves or have the Association do so and subsequently be billed accordingly. If the Unit Owner decides to remove/replace the trees/shrubs, they will have two (2) weeks to do so.
17. The land or plantings in the common areas will not be filled, planted, cultivated, rolled, cut, fertilized or otherwise treated except in accordance with the instructions issued from time to time by the Council. Walks will not be obstructed, or used other than for ingress or egress.

**M. LEASING POLICY**

No residential dwelling unit at Caine's Creek (the "Unit") may be leased by an Owner or subleased unless the Owner or Sublessor has complied in all respects with the provisions of the Governing Documents of and Caine's Creek Condominium and the rules and regulations set forth below.

Prior to the leasing or subleasing of any Unit at Caine's Creek, the Owner shall follow the procedure set forth below:

1. Every Owner who wishes to lease a Unit or have his/her Unit subleased shall use a written lease agreement containing all of the provisions set forth in the Addendum to Lease, a copy of which Addendum is attached hereto as "Exhibit A."
2. Every owner shall submit to the Caine's Creek Homeowners Association, Inc., ("Association") (i) the written lease with approved Addendum to Lease, (ii) a completed information form, a copy of which form is attached hereto as "Exhibit B" (both (i) and (ii) must be executed by the prospective Lessee, and (iii) a nonrefundable \$50 fee ("Application Fee") to the Association to cover the cost to the Association of lease and form processing.
3. The failure of any Owner or its Lessee to follow these procedures and the substantive rules regarding unit leasing shall be considered a violation by such Owner of the Declaration, Bylaws, and Rules and Regulations of Caine's Creek and shall entitle the Board to take whatever actions are provided in said Documents in the event of a violation thereof.
4. Those powers given to the Board concerning leasing procedures, including, but not limited to, the review and approval of tenants and leases, may be delegated by the Board to its appointed agent, who shall exercise such delegated powers in conjunction with the provisions of these procedures and at the direction of the Board.

In addition to the procedures outlined above, the following substantive rules are to be followed with respect to any Unit leased at Caine's Creek:

5. Leases for Units shall not be for a term of less than one (1) year.
6. The maximum number of individuals who shall be entitled to lease any Unit or occupy any leased Unit shall not be greater than the maximum permitted by any applicable ordinance or regulation.
7. Notwithstanding the foregoing, in all events occupancy of any Unit shall comply with all applicable laws, ordinances, and codes and substantive rules and regulations of Caine's Creek.



EXHIBIT "A"

CAINE'S CREEK COMMUNITY ASSOCIATION  
APPROVED LEASE ADDENDUM

Addendum to Lease dated \_\_\_\_\_,  
between \_\_\_\_\_, Lessee (s) and  
\_\_\_\_\_, Lessor for Unit  
No. \_\_\_\_\_ at Caine's Creek

1. Association Documents. Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants and Easements of Caine's Creek, By-Laws of Caine's Creek Homeowners Association and the applicable Rules And Regulations of Caine's Creek Homeowners Association and any amendments thereto (the "Association Documents") as shall apply to the demised premises, subject to the provisions of this Lease, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Lessor for all liabilities and responsibilities and for the performance of all obligations applicable to Unit Owners under the Association Documents, applicable laws and ordinances, or otherwise whatsoever during the term of this Lease. The failure of Lessee to abide by the terms and conditions of the Association Documents shall be a default under this Lease. However, Lessor, in all events, shall retain the right to exercise any voting rights associated with the demised premises.

Lessee hereby acknowledges receipt of said Association Documents. A true and correct copy of such Association Documents is available for inspection and review from the Association Manager.

2. Delegation of power to Board of Directors of the Association. The lessor hereby delegates to the Board of Directors of the Association ("Board") its power under this Lease and under law with respect to the remedies for breach of this Lease so that the Board may exercise any of such remedies upon the default by Lessee or Lessor in the payment of any charges or assessments levied by the Association against the unit constituting the demised premises or upon the failure of the Lessee or Lessor to abide by all of the terms and conditions of the Association Documents. The pursuit of any of such remedies by the Lessor against the Lessee shall not preclude the Board from pursuing any such remedies against the Lessee.

3. Association Charges and Assessments.

(a) In the event Lessor shall fail to pay any charge or Assessment levied by the Board against Lessor or the demised premises, and such failure to pay continues for thirty (30) days, the Board shall so notify Lessee in writing of the amount (s) due and within fifteen (15) days after the date of such notice, Lessee shall pay to the Board the amount (s) of such unpaid charges or Assessments, subject however to subparagraph (b) below. The amounts of such unpaid charges and Assessments paid to the Board by Lessee after the nonpayment by Lessor shall be credited against and shall offset the next monthly rental installment due to Lessor following the payment by Lessee of such charges or Assessments to the Board.

b) In no event shall Lessee be responsible to the Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly installment of rent.

4. Assignment of Subletting. Lessee shall not assign this Lease or sublet the demised premises without the prior written consent of the Board or its duly appointed agent and it is hereby agreed and provided that any lawful levy or sale or execution, or other legal process, and any assignment or sale in bankruptcy shall be deemed and taken to be an assignment within the meaning of this Lease.

5. Amendments and Modifications. This Lease addendum may be modified, amended, or surrendered only by an instrument in writing duly executed by Lessor and Lessee and approved by a duly authorized officer of the Association or member or duly authorized agent of the Board in writing.

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

_____	Witness	_____	Lessee
_____	Witness	_____	Lessee
_____	Witness	_____	Lessor
_____	Witness	_____	Lessor

UNIT OWNER'S SIGNATURE:

APPLICANT'S SIGNATURE

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

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

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

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

FORM APPROVED BY THE BOARD OF DIRECTORS OF CAINE'S CREEK HOMEOWNERS ASSOCIATION.

By: \_\_\_\_\_

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

**EXHIBIT "B"**

Unit No. \_\_\_\_\_

INFORMATION FORM  
CAINE'S CREEK COMMUNITY ASSOCIATION

Unit Owner \_\_\_\_\_

Phone Number \_\_\_\_\_

NAME OF APPLICANT(S) (All tenants on lease should be listed):

\_\_\_\_\_ Age \_\_\_\_\_ Married \_\_\_\_\_ Single \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_ Married \_\_\_\_\_ Single \_\_\_\_\_

SPOUSE OR CO-HABITANT'S NAME \_\_\_\_\_

CHILDREN'S NAMES AND AGES \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

LEASE TERM \_\_\_\_\_ PROPOSED STARTING DATE \_\_\_\_\_

RENEWAL OPTIONS, IF ANY \_\_\_\_\_

AUTOMOBILES, MAKE & YEAR \_\_\_\_\_ LICENSE NO. \_\_\_\_\_

OTHER PERTINENT INFORMATION: \_\_\_\_\_

\_\_\_\_\_

UNIT OWNER'S SIGNATURE

APPLICANT'S SIGNATURE

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FORM APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**N. MISCELLANEOUS PROVISIONS**

1. If any provisions of these Rules and Regulations are determined to be invalid, that determination shall not affect the validity of the remaining provisions herein, of which shall continue in effect as if the invalid provisions had not been included.
2. The number and gender, as used in these Rules and Regulations, should extend to and include both singular and plural and all genders as the context and construction require.
3. These Rules and regulations may be amended, from time to time, by the Council.
4. In the event that Council, its Committees, or its Managing Agent, should choose not to strictly enforce any of the provisions of these Rules and Regulations, or should not become aware of any violation of these rules and Regulations, this shall not constitute a waiver by them for the enforcement of any of these Rules and Regulations.
5. Except for as herein specifically set forth at length, the interpretation and applicable law of the commonwealth of Pennsylvania shall at all times apply, and specifically, the provisions of the Unit Property Act, the Pennsylvania Condominium Act, and the Amendments to those, and all case law interpreting and applying provisions of those, the Zoning Ordinance of the Borough of Phoenixville, and any and all other applicable governmental statutes, rules and regulations.

**CLUBHOUSE RENTAL**

As of January 1, 1999, the rental fee for the Clubhouse will be \$100.00 with a \$200.00 deposit. The \$200.00 deposit is refundable upon inspection and confirmation that the clubhouse was left in the same condition as rented. Anyone wishing to rent the Clubhouse should contact the clubhouse attendant for scheduling. Clubhouse rental checks are to be made payable to the Caine's Creek Condominium Association and given to the clubhouse attendant.

**TRASH**

Phoenixville Borough has contracted for trash removal and inquiries regarding the trash should be directed to the borough office at 933-8801.