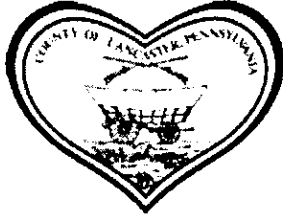
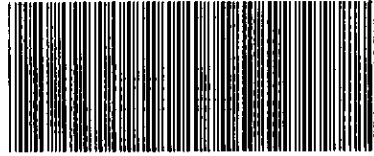


Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen St.
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6426632
 RECORDED DATE: 11/01/2018 11:20:07 AM



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LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 10

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Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$10.00
Total:	\$28.50

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I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

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AMENDMENT TO THE DECLARATION OF THE VERANDA HOMEOWNERS' ASSOCIATION
REGARDING RENTAL RESTRICTIONS

The Veranda Neighborhood Association (the "Veranda Association") having duly noticed and convened a meeting pursuant to the Declaration of Covenants, Restrictions, Easements, and Establishments of the Neighborhood Association for Veranda, a Planned Community in East Hempfield Township, Lancaster County, Pennsylvania (the "CC&Rs"), hereby adopts the following amendment by a majority (75%) vote:

WHEREAS, circumstances have arisen that indicate the interests of the Veranda Association are best served by setting a limit on the number of rentals permitted within the community at any one time and;

WHEREAS, circumstances have arisen that indicate the interests of the Veranda Association are best served by allowing homeowners to rent or lease their homes for a term of not less than twelve (12) months and;

WHEREAS, the Veranda Association adopts the following amendment to the CC&Rs;

IT IS HEREBY RESOLVED:

- A rental property is defined as a property occupied by someone other than the owner of record, parents, spouse, or children of the homeowner.
- No more than twelve (12) properties in the neighborhood of the Veranda Association will be available for rental at any one time. All homeowners shall consult with the Veranda Association Board of Directors (through the current management company) prior to the execution of any lease to ensure compliance with this provision. Veranda's Management Company will provide the homeowner with a rental application to complete and return for approval/rejection by the board of directors before the commencement of any rental leases.
- Only qualified homeowners may be approved to offer rental housing in the Association. A 'qualified homeowner' is a homeowner in good financial standing with the Association and abides by all provisions outlined within the governing documents.
- The number of properties subject to rental at any one time by any one homeowner shall not exceed three (3).
- No lease shall be for a period of less than twelve (12) months, and all leases must be in writing.
- All signs on a homeowner's property advertising a rental or in any way indicating the existence of a rental property must be either a sign of a licensed real estate agent or a sign approved by the current management company.
- Within ten (10) days of executing a lease, homeowners are required to submit a Receipt of Governing Documents (as defined in the CC&Rs) to the Veranda Association via the current management company. All Tenants of Record (as defined in the CC&Rs) are required to sign such receipt.
- Subletting will not be allowed.
- The number of tenants occupying any one unit must comply with all applicable municipal regulations.
- The Veranda Board of Directors have the option of granting exceptions to any rental restriction of the Veranda Association in the event of illness, death, financial hardship, or other

circumstance deemed appropriate. Any request for an exception shall not be unreasonably withheld.

- Any rental property will be held to the same standards that exist for all other Veranda Association properties. Owners of record will be responsible for their tenant's adherence to all governing documents, and such documents shall be incorporated in lease agreements pertaining to Veranda Association properties. The homeowner will be notified of violations occurring on any rental property.
- Homeowners of record are responsible for the payment of all assessments and fines pertaining to their properties.

Violation and Enforcement

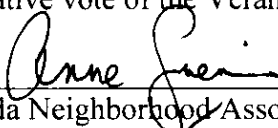
A). If an Owner fails to submit the required Application or rents their home anyway after the Board of Directors has denied an Application, the Board of Directors may assess a fine not to exceed \$500.00 per month against the Owner (The exact amount of the fine to be issued should be determined by the acting Association Board, as long as it does not exceed this maximum).

B). This Rental Policy/Amendment may also be enforced in a court of law, by any unit owner, (at their own expense), in the Veranda Neighborhood Association should the Association refuse to take action. Should an individual unit Owner seek enforcement by their own doing in a court of law, it may not then seek any restitution or reimbursement from the Veranda Neighborhood Association or the community's management company. This Rental Policy/Amendment may also be enforced in a court of law, by the Veranda Neighborhood Association Board of Directors, and shall be entitled to recover attorney fees and court costs.


Right of Appeal

A). Appeals to fines resulting from a Violation notice, or a Legal action, must be received in writing by the Board of Directors within 15 days of the written notice to the unit Owner. Once an appeal is received, the Board will schedule a hearing within 90 days to review the matter with the unit Owner. No further legal action will take place pending the outcome of the appeal. If the Board does not schedule a meeting within the 90 days, as required, the matter may be considered dropped. The Board's decision on the appeal is final. If the Appeal is rejected, the violation notice becomes effective, retroactively, to three days after the original written notification to the unit Owner.

THIS AMENDMENT to the CC&Rs was adopted on October 29, 2018 after full deliberation and an affirmative vote of the Veranda Association in accordance with the CC&Rs.



Veranda Neighborhood Association Board President



Veranda Neighborhood Association Board Secretary

Veranda Association Rental Request Form

Veranda Home Address: _____

PART I OWNER/LANDLORD INFORMATION

Owner's Name	Owner's Address	Phone	Owner's Email address
Agent's Name	Agent's Address	Phone	Agent's Email address

PART II TENANT / RENTER INFORMATION

Responsible Tenant Name(s) & Other Residents (please list phone numbers after adult tenant(s) name(s))	
1.	5.
2.	6.
3.	
4.	

<i>Tenant's E-mail Address</i>	
---------------------------------------	--

Tenant Vehicles (*Automobile/Pickup/SUV/Motorcycle/Other*)

Tenant's Name	Vehicle Make / Model / Color/ Year	State & License Number

PART III OWNER/LANDLORD CERTIFICATION

I agree to provide a copy of our Veranda Association Rules and Regulations to my tenant(s). *Please visit: VHOA.info for all applicable Association documents.* I hereby acknowledge my responsibility for any occupant of my unit who violates the Association's Declaration, Bylaws, and/or Rules and Regulations. I further understand that I am subject to penalties, according to the schedule adopted by the Board of Directors, which if not paid, shall become liens on my property and/or result in court action. I will ensure that this Rental Request is approved before my tenant moves in or I will incur a \$500 fine and additional penalties and/or court action as prescribed in the Association's rental policy.

Homeowner's Name/Date

Homeowner's Name/Date

<i>Veranda Unit #</i>	<i>Renewal Yes/No</i>	<i>Lease Start Date (mm-dd-yy)</i>	<i>Lease End Date (mm-dd-yy)</i>

<i>Unit Owner/Agent Signature or E-signature</i>	<i>Date:</i>

PART IV – Veranda Association Management/Representative

Date Received	Date Approved/Denied	Date Homeowner Notified

Veranda Neighborhood Association Policy Resolution

Schedule of Fines

LET IT BE RESOLVED THAT the following Schedule of Fines will be followed:

The Board of Directors is authorized to enforce compliance with the Governing Documents of the Association by assessing monetary penalties against homeowners who are in violation. These rules are designed to ensure aesthetic consistency in the neighborhood as a prerequisite to keeping property values high. In addition, this policy addresses administrative penalties for delinquent Association dues and returned check fees.

FINES FOR SPECIFIC A&L VIOLATIONS:

Architectural and Landscape Review Violations: architectural or landscape changes started without VNA approval OR architectural or landscape changes that violate the A&L submission's approval guidelines:

- a. First offence: Notice with 30 days to correct the issue to the Board's satisfaction.
- b. Non-compliance after 30 days will result in a \$25 per day fine until the homeowner and Association resolve the issue.

INFRACTIONS OF THE GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO:

- a. Holiday decoration violations; remove holiday specific decorations within 30 days of the holiday.
- b. Noncompliant signage - no signs other than address, owner identification, brokerage firm sales or lease signs. For-Sale or For-Rent by Owner signs must be pre-approved by the Association before being erected. No sign may encroach on common ground.
- c. Trash can violations - trash, trash containers, lawn waste, recycling, must be out of sight except 24 hours before collection.
- d. Landscape encroachment or landscape maintenance issues.
- e. Exterior maintenance of any structure on the property that a reasonable person would determine is not being properly maintained in accordance with the Association's rules and regulations, neighborhood aesthetics, and surrounding homeowner(s) have expressed concerns.

\$25 Fine per occurrence. Fine assessed after notice of first violation. Additional fines may be assessed up to \$25.00 per day until the violation is corrected.

ADMINISTRATIVE FINES FOR NON-PAYMENT OF MONTHLY ASSESSMENT & ANY ADDITIONAL FINES AND/OR FEES:

- a. Late Fees - \$25 late charge for any monthly fee not paid by the 30th day of the month.
- b. Returned check fees - \$35 for any payment returned for non-sufficient funds.

PARKING VIOLATIONS:

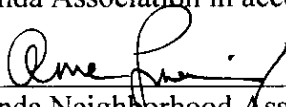
No parking in the Alleys. No part of a vehicle may encroach into the alley.

- a. First offence: Written warning of the offense.
- b. Should the homeowner fail to move their vehicle or continue to park in the Association owned alley-ways, the Association reserves the right to have the vehicle towed without notice at the homeowner's expense. The Association has contracted with Wayne's Towing to enforce parking standards within the Association.


APPEAL PROCESS:

- a. Any owner receiving a fine who believes no violation occurred may submit a written explanation to the Board of Directors. The Board will review the Appeal and will decide regarding the violation in question. The Board will notify the Homeowner of their decision within 31 days of receipt of the Appeal.
- b. Should the Board rule for the homeowner, written notification will be provided to the Homeowner, and all fines and fees previously paid for this violation will be refunded to the Homeowner.
- c. Should the Board rule against the homeowner, written notification will be provided to the Homeowner and the assessment of fines will resume as of the date of the notification. The fines will continue to be assessed until the violation is remedied.

THIS AMENDMENT to the Veranda Neighborhood Association's governing documents was adopted on October 29, 2018 after full deliberation and an affirmative vote of the Veranda Association in accordance with the governing documents of the Association.



Veranda Neighborhood Association Board President



Veranda Neighborhood Association Board Secretary

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Pennsylvania } ss.
County of Lancaster

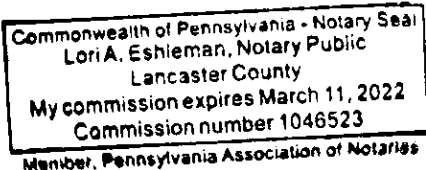
On this the 29 day of October, 2018, before me,
Lori A Eshleman, the undersigned Notary Public,
Day Month Year
Name of Notary Public

personally appeared Anne Guenin and Carolyn Estaszak
Name(s) of Signer(s)

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

Lori A Eshleman
Signature of Notary Public
Lori A Eshleman

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

INFORMATION IN AREAS 1-4 REQUIRED IN ARIZONA. OPTIONAL IN OTHER STATES.

Description of Any Attached Document

- 1 Title or Type of Document: _____
- 2 Document Date: _____ 3 Number of Pages: _____
- 4 Signer(s) Other Than Named Above: _____

Veranda Neighborhood Association
c/o Woo-Cat Management
930 Red Rose Court
Lancaster, PA 17601

**Board of Directors Meeting Minutes
Friday, October 19, 2018 at 8:30AM**

Board Members:

Anne Guenin
Galen Miller
Tom Cumpson
Dr. William Spitler
Carolyn Staszak

Item 1: Anne Guenin called the meeting to order at 8:30AM and the agenda was unanimously accepted.

Item 2: Approval of September 11, 2018 Meeting Minutes – The meeting minutes were unanimously approved and have been posted to Veranda’s website. Tom Cumpson made a motion to have WCPAM alert the community when meeting minutes have been added to the Association’s website, Galen Miller 2nd the motion and the Board unanimously approved.

Item 3: A&L Committee Report

- A. 1421 Drake – Pool Application – Let the record reflect that the Board and the A&L Committee will email WCPAM further questions concerning the pool application. WCPAM will forward the questions to the homeowner for the homeowner’s response.

Item 4: Management Report

- A. Rental Amendment Update – Let the record reflect that the Board has obtained at least 75% approval from the voting membership to move forward with the rental amendment change. The Board directed WCPAM to record the rental amendment change in the Recorder of Deeds Office.
- B. Inspection Update – Let the record reflect that WCPAM provided the Board with the Fall 2018 inspection report.
- C. Financials – Let the record reflect that the Board unanimously approved the September 2018 financial reports.

Item 5: Unfinished Business

- A. Fine Policy - Let the record reflect that the Board provided WCPAM with a few fine policy changes and directed WCPAM to revise the fine policy and circulate back to the Board for final approval. Once the Board provides WCPAM with final approval, WCPAM has been directed by the Board to record the fine policy change in the Recorder of Deeds Office.
- B. Fence Power-Washing/Painting Update – Let the record reflect that George Lane finished the fence project and the Board commended George Lane for a

job well done! The Board would like George Lane to wrap the bottom of the fence posts in white aluminum metal to protect the fence posts from weed whackers and lawn mowers.

- C. RPI Project Updates – WCPAM provided updates concerning several RPI projects. RPI noted:
- “We are in process of installing the tree and shrub replacements in and around T/C’s and CA. All plant material for these two contracts should be in ground by this afternoon. Touch-up mulching will take place and be completed by this coming Tuesday afternoon. On Monday; we will be installing 5 trees in the common area on the west side of the property. We will then complete all mulching of plant material installed by end of day Tuesday. On Wednesday; the emphasis will be seeding work. This work (over seeding & 1408/1413 Picket) will continue through Friday and be completed Friday pm. The forecasted weather looks good at this time. No anticipated delays from weather should occur.”
- Galen Miller stated that RPI will be mowing on Tuesday 10/23 before commencement of RPI’s over seeding project. Galen Miller noted that RPI did plant liriopse but the rabbits ate all plantings.
- Tom Cumpson asked WCPAM to remind RPI that trees were removed on Banner drive but the stumps were never taken out nor were replacement trees installed. Mr. Cumpson wants RPI to provide an update on this work.

Item 6: New Business

- A. Discuss Annual Meeting Format – Let the record reflect that the board delegated annual meeting topic presentations as noted below:
- *A&L Report – Dr. William Spitler
 - **State of the Association Report – Tom Cumpson
 - ***Financial Report – WCPAM Representative
 - ****Charter Homes Update Report – Galen Miller
 - *****Social Committee Report – Carolyn Staszak
 - *****Fine Policy & Rental Amendment Report – Anne Guenin
 - *****Board Nominations - Anne Guenin
- B. Roof Discussion - The Board decided that all homeowners must submit an A&L application before commencing any roof replacements. It is in the best interest of the community to have the A&L Committee approve all roof replacement materials in order to preserve the aesthetic integrity of the community and to protect the Association by having all roofing contractors provide their insurance and workman’s comp policies to the Association.

Adjournment – Let the record reflect that the meeting adjourned at 10:45AM.