

Stonehedge II Townhomes  
Homeowners' Association

*Philosophy of Management  
And  
Policy and Practice Manual*

*Updated: May 7, 2025*

**STONEHEDGE II TOWNHOMES  
HOMEOWNERS' ASSOCIATION**

**Policy & Practice Manual  
&  
Philosophy of Management**

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# Philosophy of Management

## Mission Statement

The Stonehedge II HOA Board is dedicated to fostering a thriving community by partnering on behalf of homeowners to evaluate and address neighborhood needs with integrity, ethical decision-making, and fiscal responsibility. We are committed to adhering to our founding documents and HOA policies to maintain and enhance the appearance of common areas and building structures. Our responsibilities include planning future projects in collaboration with community members and the management company, responding to requests in a timely manner, and promoting a sense of belonging, pride, and strong community relations.

## Principles of Governance

### Community Building:

- **Actively listen to and address resident issues and concerns promptly and fairly.**
- **Facilitate resident interaction and a sense of belonging through events, initiatives, and communication strategies. Craft newsletter, meetings, and other forms of community engagement. Encourage resident participation in HOA activities, committees, and decision-making processes.**

### Financial Responsibility:

- **Create and manage a balanced budget, transparently communicating financial information to residents. Prioritize actions that maintain and enhance the aesthetic appeal and market value of homes within the community.**

### Maintenance and Improvement:

- **Prioritize upkeep of common areas like landscaping, facilities, and infrastructure, planning for necessary repairs and upgrades.**

### Legal Compliance:

- **Ensure adherence to all relevant Pennsylvania HOA laws, regulations, and governing documents. Adhere to the association founding documents including the Declaration. Be open and transparent about HOA operations, finances, and decision-making processes.**

Conflict Resolution:

- Develop strategies to effectively mediate disputes between residents and address complaints in a professional manner.

Professionalism:

- Conduct board meetings, meetings with residents, and informal interactions with residents in a respectful and professional manner.

Fairness:

- Apply rules and policies consistently and equitably to all residents.

# POLICY

## Policy #1 - Architectural Review Decisions via Email

1. The Board of Directors may accept or reject requests for Architectural Review by email vote when
  - a. The total cost (including the value of “sweat” or “do-it-yourself” labor) of the requested architectural changes is less than \$2,500.00; and when
  - b. A vote by email is recommended by the Architectural Review Committee Chairperson
2. The Chairperson of the Architectural Review Committee may consider the following factors when deciding to refer an Architectural Review request for an email vote by the Board of Directors
  - a. Is there an urgent or emergent need for a unit owner or resident?
  - b. Precedent
    - i. Have substantially similar requests been previously approved or denied by the board?
    - ii. Is the request for a change substantially similar to previous changes that have been made to other units in the community?
  - c. The nature of the request does not appear to require a full discussion by the board.
3. Procedure
  - a. Request for Architectural Review shall be submitted by the unit owner to Esquire Management Associates
  - b. Requests for Architectural Review shall be referred to the Chairperson of the Architectural Review Committee (with copies to all board members).
  - c. If the conditions in Parts 1.a and 2 are met, the chairperson may refer the request to the President of the Board of Directors with a recommendation for a board vote by email.
  - d. The Board President shall, in a timely fashion
    - i. Facilitate an email vote
    - ii. Report the vote results to the Board of Directors and to Esquire Management Associates
    - iii. Esquire Management Associates will inform the unit owner of the Board’s decision

## Policy #2 - Planting and Landscaping in Common Elements

### I. Planting and Landscaping in Limited Common Elements

- a. Limited Common Elements include
  - i. mulched areas within approximately 5' in front of each unit, and
  - ii. within approximately 5' of the rear exterior wall of each unit.
  - iii. Areas to the side of end units **are not** Limited Common Elements.
- b. In Limited Common Elements unit owners may plant annual flowers and biannual flowers without the consent of the Landscaping Committee and Board of Directors
- c. In Limited Common Elements, perennial plants, including, but not limited to, trees, shrubs, and rosebushes may be planted only with the consent of the Landscaping Committee and Board of Directors
- d. No perennial plants may be removed from limited common areas without the consent of the Landscaping Committee and Board of Directors
- e. Unit owners are responsible for the care and maintenance of plants which they place in limited common elements

### 2. Planting and Landscaping in Common Elements

- a. Common Elements are all outdoor areas of the condominium community that have not been defined as Limited Common Elements
- b. Aside from exceptions listed in section 2.c, all plantings and Landscaping in Common Elements existing on June 1, 2017 are considered to have been approved by the Board of Directors
- c. Unit owners are required to properly maintain all existing planted and landscaped areas adjacent to their unit.
- d. Exceptions
  - i. Plantings and landscaping which have the potential to damage buildings or infrastructure of the community, unless those plantings have been specifically approved by the Board of Directors or the Declarant
  - ii. Planting and landscaping which may impede mowing or may otherwise interfere with maintenance of the condominium community, unless those plantings have been specifically approved by the Board of Directors of the Declarant



- e. The association will provide weeding and trimming in the limited common areas in front of each unit in accordance with Policy #3, Section 3.
  - i. The standard of service for trimming and weeding will be determined by the Association Board of Directors in consultation with the Community Manager and Landscape Contractor.
  - ii. Unit owners who desire weeding and trimming of the limited common areas, in front of their unit, at a higher standard may opt out the service provided by the association
    - 1. Unit owners who wish to opt out of this service must do so in writing no later than January 31 of each year
    - 2. The Association maintains the authority to weed and trim the limited common areas if the unit owner does not properly maintain these areas
    - 3. Unit owners who fail to properly maintain these areas will be assessed a service fee for any additional expense incurred by The Association
- f. No future planting will be approved in Common Elements.

## Policy #3 - General Landscaping Practices

- I. General Lawn Care Services
  - a. Mowing services will be provided weekly during mowing season except when weather conditions dictate otherwise as determined by the Association President and/or Manager in consultation with the landscaping contractor
    - i. Lawns shall be mowed to a length of 3" to 3.5"
    - ii. Cuttings shall be collected and disposed of by the landscaping contractor
    - iii. Edging with string trimmer shall take place
      1. At edge of mulched common areas in front of each unit
      2. Along sidewalks, curbs, driveways, and streets
      3. At the side and rear perimeters of each building
    - iv. The contractor will clean-up with leaf blower or other appropriate methods while demonstrating caution to avoid blowing debris onto porches, patios, or other structures.
  - b. Weeding of all mulched areas, except as provided for in sections b i and b ii, shall be performed on a bi-weekly basis
    - i. In compliance with Policy #2, unit owners may elect to weed in the mulched areas in front of their unit
    - ii. The Association Manager will provide the landscaping contractor of the units that shall not receive weeding services
2. Periodic Services to be provided by the Landscaping Contractor
  - a. Spring cleanup
    - i. Once each spring no later than May 15
      1. clean leaves and other debris from common areas
  - b. Fall leaf cleanup
    - i. Twice each fall
      1. First cleanup no later than November 15
      2. Second cleanup no later than December 15
3. Periodic Services – Done upon the direction of the Association Board or Manager
  - a. Annual edging and mulching of all mulched areas in the community except as noted in section 3 a i and 3 a ii
    - i. Unit owners may supply and apply their own dark brown mulch

- ii. Unit owners who wish to supply their own mulch must notify the Association Manager of their intent to do so no later than the last day of February
  - iii. In years when the Association has not completed community wide mulching by May 15 unit owners may supply and apply their own dark brown mulch.
- b. Trimming shrubs in limited common areas Elevating trees in common and limited common areas
- c. Edging and mulching of trees in common areas.
- 4. Other landscaping services will be performed at the discretion of the Board
- 5. The landscaping contractor will notify the Board or Association Manager of observed landscaping needs in the community
- 6. The landscaping contractor will perform only those tasks as directed by the Board or the Association Manager
- 7. Special Requests and Complaints
  - a. Unit owners who wish to make special requests or who wish to express a concern should address those requests or concerns to the Association Manager.
  - b. The landscaping contractor will perform only those tasks as directed by the Board
- 8. This policy shall be the basis for any Request for Proposal (RFP) for landscaping service issued by the Association and for any contact for landscaping service into which the Association enters
- 9. To assure compliance with the terms of this policy it is the responsibility of the Board and the Association Manager to make periodic evaluations of the performance of the service provided by the landscaping contractor
  - a. Upon direction of the Board of Directors the Association Manager will notify the landscaping contractor of any perceived deficiencies in the service provided
  - b. At the discretion of the Association Manager such notification may be done orally or in writing
  - c. The Association Manager will keep a record of any such notifications
- 10. In the case of non-compliance, any contact for landscaping service may be cancelled by either party by providing 30 days written notice.

## Policy #4 - Policy for Violation of Association Rules

1. Association rules are determined by
  - a. Condominium Declaration for the Stonehedge II Townhome Condominium and amendments
  - b. By-Laws of the Stonehedge II Townhome Condominium Association, Inc.
  - c. Policies established by the Association Board of Directors in compliance with
    - i. The Condominium Declaration
    - ii. The Association By-Laws
2. The Association Manager will issue a “Notice of Violation” to Unit Owners found to be in non-compliance with association rules
  - a. Unit owners, at their own expense, will be given 15 calendar days to come into compliance with Association rules
  - b. Violations not corrected within 15 calendar days will be referred to the Board of Directors which is empowered to impose fines consistent with the “Schedule of Fines” as defined in Section 5 of this policy
3. All fines will be billed by the Association Manager and are due and payable within 30 calendar days of invoice date.
4. Appeals
  - a. Unit owners may file a written appeal to the Board of Directors if they believe that they are in compliance with Association rules
    - i. Appeals must be filed with the Association Manager within ten calendar days of the invoice date
    - ii. Appeals must include an explanation of why the Unit owner believes that they have not violated Association rules
    - iii. The Board of Directors will consider and rule upon appeals within 30 calendar days of receiving the appeal – responses to the Unit owner will be in writing
    - iv. Fines which have been appealed to the Board of Directors will be suspended during the period of appeal
    - v. Fines for denied appeals are due and payable within 10 days of the notice of denial
    - vi. The Fines will continue to be assessed until the violation is remedied

## 5. Fee Schedule

- a. Structural changes to Common Elements or Limited Common Elements without prior approval of the Architectural Review Committee
  - i. A fine, determined by the Board of Directors, of up to \$500.00 per occurrence
  - ii. Violations not brought in to compliance within 15 calendar days of the initial invoice for a fine, or in the case of an appeal, within 30 calendar days an appeal denial, will be considered a reoccurrence of the violation, and shall be subject to a renewed fine every 30 days
  - iii. All costs the Association may incur to bring the property into compliance
- b. Violations of Policy #2, Planting and Landscaping in Common Elements
  - i. A fine, determined by the Board of Directors, of up to \$200.00 per occurrence
  - ii. Violations not brought in to compliance within 15 calendar days of the initial invoice for a fine, or in the case of an appeal, within 30 calendar days an appeal denial, will be considered a reoccurrence of the violation, and shall be subject to a renewed fine every 30 days
  - iii. All costs the Association may incur to bring the property into compliance
- c. Violations related to Fencing, Landscape Fencing, and Outdoor Storage Areas, as defined in Article X, Section 10.1 n of the Declaration
  - i. A fine of \$100.00 per occurrence
  - ii. Violations not brought in to compliance within 15 calendar days of the initial invoice for a fine, or in the case of an appeal, within 30 calendar days an appeal denial, will be considered a reoccurrence of the violation, and shall be subject to a renewed fine every 30 days
- d. Other Violations
  - i. A fine of \$50.00 per occurrence
  - ii. Violations not brought in to compliance within 15 calendar days of the initial invoice for a fine, or in the case of an appeal, within 30 calendar days an appeal denial, will be considered a

reoccurrence of the violation, and shall be subject to a renewed fine every 30 days

- iii. Other violations include, but are not limited to
  - 1. Regulations regarding household pets as defined in the Condominium Declaration
  - 2. Regulations regarding signs as defined in the Condominium Declaration
  - 3. Trash Tote violations as defined in Association Policy
- e. Administrative Fees of \$25.00 may be imposed by the Association for checks which are returned for insufficient funds.
- 6. The failure of a unit owner to pay a fine levied in accordance with this policy will result in a lien against the unit as stipulated in Section 9.18 of the Condominium Declaration.

## Policy #5 – Rental Policy

Article X, Section 10.1.3 of the Condominium Declaration for the Stonehedge II Townhomes provides that the Board of Directors of the Association may adopt such rules and regulations as it deems proper to carry forth its obligations.

The Association, through its Board of Directors, implements the following Rules and Regulations entitled “Rental Policy”, effective March 20, 2020 to ensure compliance with the governing documents of the Association:

### I. DEFINITIONS

Governing documents - The Condominium Declaration, Conditions and Restrictions for The Stonehedge II Townhomes; By-laws; Rules and Regulations and Board Resolutions.

Lease - the written instrument for lease of a Member's unit with the terms and conditions under which a Tenant (someone other than the Member), is permitted to occupy a unit.

Lease Addendum - A form, which is available from the Association's Managing Agent, under which Tenant agrees to abide by and be bound by the terms of the Stonehedge II Townhome Condos governing documents.

Managing Agent – Community Access Management, 910 South George Street, York, PA 17403. Telephone – (717) 505-4458

Member - the owner of a Unit as reflected on the recorded deed for said Unit.

Rental - any Unit which is occupied by a Tenant rather than a Member.

Tenant - any individual who is not a Member but who is permitted to occupy a Unit pursuant to the terms of a Lease. Per the governing documents, tenants of Stonehedge II may only be members of the owner's immediate family.

Tenant Registration Form - A form, which is available from the Association's managing agent, providing identification and contact information for Member, Tenant(s) and all occupants.

All other terms shall have the same definition and meaning as contained in the Governing Documents.

## II. RENTAL GUIDELINES

A. Any Lease of a Stonehedge II Townhome Condo property must be provided to the Association's Managing Agent. All leases must comply with Article XII of the Declaration.

B. No more than 5 units in the Community may be leased at any given time.

C. A Lease Addendum<sup>1</sup> must be incorporated into any Lease of a Stonehedge II Townhome Condo, and a fully executed copy must be provided to the Association's Managing Agent.

D. A Tenant Registration Form<sup>2</sup> must be submitted to the Association's Managing Agent for each existing Lease, on or before the effective date of such Lease, and no fewer than thirty (30) days prior to the execution or extension of any Lease.

E. For any Lease that is already in place as of the effective date of this Rental Policy, Members shall have until **April 30, 2020** to submit to the Association's Managing Agent a copy of the Lease, the Lease Addendum and the Tenant Registration Form.

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<sup>1</sup> See Addenda

<sup>2</sup> See Addenda



F. Any units which are currently leased to non-family members will be “grand-fathered” in until sale of the home.

**\*\*Leases, tenant registration form, and lease addendum must still be submitted to the Association’s Managing Agent no later than **May 15, 2020.****

## Policy #6 – Routine Maintenance

1. The Association is responsible for routine maintenance of the buildings and units in the community and shall cause the following tasks to be performed at the expense of the association from the general operating budget
  - a. Clean gutters
  - b. Power wash exteriors
  - c. Paint window shutters
  - d. Paint garage door trim
  - e. Paint front entry door trim
  - f. Paint exterior columns
  - g. Paint lamp posts
  - h. Paint exterior gas lines
  - i. Reseal driveways
2. Gutters shall be cleaned annually
3. In the spring of each year, but no later than April 15, the board and association manager will conduct an inspection of the exterior of each unit to determine
  - a. Which of the tasks, b through i, shall be performed during the current fiscal year
    - i. The board shall consider
      1. The current condition of the unit
      2. Notes from the previous year's inspection (See section III, B.)
  - b. Which of the tasks, b through i, are to be tentatively scheduled for completion during the next, or subsequent, fiscal year(s)
4. Based upon the inspections of the current and previous years, the board and association manager will seek bids for and award contracts for the completion of the decided upon tasks.
5. The Board and the Association Manager shall maintain a record of the maintenance tasks completed for each unit each year.

## Policy #7 – General Appearance of the Community

1. The objective of this policy is to maintain an attractive, tasteful, and uncluttered appearance within the community, fostering a harmonious and aesthetically pleasing environment. At the same time, it seeks to respect and allow for individual personalization by residents, ensuring that each homeowner can express their unique style while contributing to the overall beauty and order of the neighborhood
2. Section 3.2 of the Condominium Declaration for The Stonehedge II Townhome Condominium stipulates that the “exterior of all buildings, including but not limited to, the roof and exterior siding, but specifically not including windows and doors (including garage doors)” are Common Elements of the Community.
3. It is understood that the following are included among the Common Elements of the Community
  - a. Window shutters
  - b. Garage door trim
  - c. Front entry door trim
  - d. Exterior lamp posts
  - e. Exterior columns
4. It is understood that while entry doors and garage doors are not common elements of the community their appearance is subject to regulation by the Association
5. Section 10.1.h of the Condominium Declaration for The Stonehedge II Townhome Condominium stipulates that “no owner may paint, decorate, or otherwise alter or modify in any way the exterior of the unit...”
6. It is the responsibility of the Association Board of Directors to enforce the provisions of the Condominium Declaration for The Stonehedge II Townhome Condominium in accordance with Association Policy #4 – Policy for Violation of Association Rules
7. Unit Owners are expected to keep the limited common areas tidy and free from excessive clutter

8. The board will allow the following exceptions to the provisions of the Condominium Declaration for The Stonehedge II Townhome Condominium
- a. Unit owners may attach one (1) flagpole bracket to an exterior column or to garage door trim.
    - i. Only the United States flag may be displayed
    - ii. Flags may be no larger than 3.5' x 5'
    - iii. Flag poles may be no longer than 6'
  - b. Video doorbells may be installed
  - c. Key-pad locks may be installed
  - d. One, and only one, decorative item may be affixed to the siding within the confines of the unit front porch
    - i. Such items may be affixed by using 3M brand Command hooks, or similar
    - ii. The use of nails, screws, or other products which will damage the siding, soffit, fascia, posts, or crossbeams are prohibited
    - iii. Decorative items may be no larger than
      - 1. 18" x 18",
      - 2. 18" in diameter, or
      - 3. 254.47 sq. inches
  - e. Seasonal wreaths or other tasteful door decorations may be displayed on the front door
    - i. Door decorations may be no larger than
      - 1. 18" x 18", or
      - 2. 18" in diameter, or
      - 3. 254.47 sq. inches
  - f. Tasteful seasonal, holiday, or temporary special event decorations may be displayed
    - i. Decorations, including holiday lights, must be displayed in a manner that will not damage common elements
      - 1. The use of nails, screws, or other products which will damage the common element are prohibited
    - ii. Decorations may be affixed by using 3M brand Command hooks, or similar

- iii. Command Hooks or similar products used to hang seasonal decorations may remain affixed year around but must be installed so that they are not visible from the exterior of the unit
- g. The number of furniture items on the front porch should be limited to a reasonable amount, ensuring easy access and a neat appearance following these guidelines:
  - i. A maximum of two chairs
  - ii. One small table
  - iii. One bench (optional)
  - iv. No more than four decorative items
- 9. Except for a flagpole bracket, as described in Section 8 of this policy, no decorations or hanging devices may be affixed to shutters or building columns.
- 10. Oversized decorative items, including, but not limited to, figurines and similar ornaments are not permitted on garage light fixtures
- 11. Pole Lamp decorations
  - a. Decorative yard flags no larger than 12" x 18" may be displayed on the crossbar of pole lamps
    - i. Yard flags may not promote any business or commercial enterprise
    - ii. Yard flags may not use profane or offensive language
  - b. One hanging decorative or floral basket or wreath with a diameter of no greater than 14" may be hung from or displayed from the crossbar of pole lamps
  - c. No other objects or decorations may be hung from the crossbar of pole lamps.
- 12. The front porch and rear patio or deck should be maintained by regular sweeping, cleaning, and removal of debris; grime and other stains should be removed, as necessary.
- 13. All areas at the rear of units must be maintained in neat, orderly, and clutter-free fashion
  - a. Owner installed bricked or paved areas must be weed free
  - b. The storage of ladders, wheelbarrows, or any other type of tool under rear decks is prohibited
  - c. Areas under rear decks must be weed free and free of debris

# Practice

## Practice #1 - Decision Making Criteria – Repairs to limited Common Elements

- I. The following Limited Common Elements of the condominium are enumerated in Section 3.1 .1 of the Condominium Declaration for The Stonehedge II Townhome Condominium
  - a. Porches, Patios, and/or decks
  - b. Driveways and walking paths directly appurtenant to each Unit
  - c. Pole lights maintained by the Association (electricity costs are the responsibility of the Unit owner)
  - d. Mulched landscaping areas located within approximately five (5') feet of each Unit
  - e. Any other areas shown and identified as such in the Plats and Plan attached... as exhibit B [of the Declaration]
- II. Section 4.1 of the Declaration stipulates, in part “...and the Common Elements and Limited Common Elements shall be maintained and repaired by the Association in accordance with the provisions of the {Pennsylvania Uniform Condominium] Act...”
- III. Association Policy #3 provides for routine maintenance of Common and Limited Common Elements
- IV. The Board of Directors recognizes that Unit Owners may, from time to time, request the repair or replacement of a Limited Common Element associated with their unit
- V. The Board shall evaluate any such request based on the physical condition of the Limited Common Element
  - a. The Board may approve repair or replacement if
    - i. Failure to repair or replace the element may cause further damage or deterioration
    - ii. Failure to repair or replace the element may cause safety issues
    - iii. Damage has resulted from poor quality materials or craftsmanship
    - iv. Damage has resulted from natural wear and tear or deterioration
    - v. Or any other criteria deemed reasonable by the Board
  - b. The Board shall not approve requests to
    - i. remedy aesthetic or cosmetic concerns
    - ii. Damage to the Limited Common Element is the result of negligence or irresponsibility of the Unit Owner or of a guest of the Unit Owner

# ADDENDA



## Lease Addendum

### THE STONEHEDGE II TOWNHOME CONDOMINIUM HOMEOWNER'S ASSOCIATION

#### LEASE ADDENDUM

THIS LEASE ADDENDUM AGREEMENT, made and entered into as of the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ as a supplement to the Lease Agreement dated \_\_\_\_\_  
\_\_\_\_\_ for the Lease of the unit located at \_\_\_\_\_.

#### BY AND BETWEEN

\_\_\_\_\_, \_\_\_\_\_ 'MEMBER(S)'

#### AND

\_\_\_\_\_, \_\_\_\_\_ 'TENANT(S)'

WHEREAS, the unit is part of the Stonehedge II Townhome Condominium development and subject to the Declaration of Covenants, Conditions, and Restrictions, the By-Laws, the Rules and Regulations, and Board Resolutions, hereinafter 'the governing documents'; and,

WHEREAS, the Association's governing documents require leases of units within the development to provide assurances that Tenant(s) are notified of and agree to be bound by the governing documents for the Stonehedge II Townhomes Condominium Homeowners' Association development;

NOW, THEREFORE, intending to be legally bound hereby, the parties agree that the following terms and conditions are incorporated into any Lease of the unit by Tenant(s) as follows:

1. Member has provided to Tenant(s) the governing documents for Stonehedge II Townhomes Condominium Homeowners' Association;
2. Tenant(s) acknowledges receipt of the governing documents;
3. Tenant(s) understands that Tenant(s) is bound by the governing documents, and agrees to abide by the governing documents;

4. Tenant(s) understands and agrees that Tenant(s) is subject to fines for any violations of the rules and restrictions in the governing documents;

5. Tenant(s) understands and agrees to cooperate with the requirement that Tenant(s) complete a Tenant Registration Form and to provide all information requested thereon;

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Member

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Tenant

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Member

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Tenant

## Tenant Registration Form

### **THE STONEHEDGE II TOWNHOME CONDOMINIUM HOMEOWNER'S ASSOCIATION TENANT REGISTRATION FORM**

The Stonehedge II Townhome Condominium Homeowner's Association Rental Policy requires that this form be submitted to the Association's Managing Agent\* on or before the effective date of any Lease of the Stonehedge II Townhome properties and no fewer than thirty (30) days prior to extending any Lease.

#### **MEMBER INFORMATION:**

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

Date of Lease/Term \_\_\_\_\_

Name(s): \_\_\_\_\_

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

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

Email: \_\_\_\_\_

#### **TENANT(S) INFORMATION:**

Name(s): \_\_\_\_\_

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

Email: \_\_\_\_\_

Occupants Names and Relationship to Tenant(s):

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Emergency Contact - Name and Telephone

Number: \_\_\_\_\_

\*Managing Agent  
Community Asset Management  
910 South George Street  
York, PA 17403