

The GMHA annual meeting originally scheduled for August 5, 2020 was canceled due to restrictions on public gatherings brought about by the COVID-19 pandemic. Proxy forms were sent to all residents asking them to a) approve the minutes of the May 14, 2019 GMHA meeting, b) acknowledge the 2020 budget, and c) list any concerns they had for the Board.

Current members of the Board are

- Ron McLaughlin - President
- Richard Haefner - Member
- Bob Cassidy - Member
- David Kraige - Member
- Diane Marie Spokus - Member

Proxy forms were received from Victor Bakaev, Mark and Karen Golanoski, Jeanne M. Kitko, Richard Haefner, Carmen Meyer, Robert W. Larson, Chris Moyer, Linda Haffly, Jean Chamberlin, Janet T. Fleming, Robert Cassidy, Cindy Meuser, Daniel Strein, Ronald K. McLaughlin, Christopher Lee, Mero, Ivy A. Naumowicz, Maria and Robert Moeslein, Virginia F. Rainey, Linda Brown, Theodore Pruss, and Joel McCawley.

The minutes of the 2019 Annual Meeting were approved without corrections by a proxy vote of 17 to 0 with three abstentions.

Budget

Sam Hawbaker provided a spreadsheet documenting revenues and expenses for 2019. He received annual assessments producing a gross income of \$18,100. Expenditures included \$125 for maintenance and repairs, \$9,950 for grounds and landscaping, \$798 for snow removal, \$737 for insurance, \$409 for electricity, \$1,810 (10% of income) for management fees, \$75 for copies and postage, and \$92 for miscellaneous expenses. This resulted in total operating expenses of \$13,996 producing a net operating income of \$4,104. Cash reserves at the end of the fiscal year equal \$30,674.

The budget for 2020 was approved by a proxy vote of 17 to 0 with three abstentions. We anticipate receiving \$17,750 in gross income. Total operating expenses for the year are budgeted to be \$16,865 with disbursements of \$3,000 for maintenance and repairs (including the purchase of two new picnic tables for Shaw Park), \$10,000 for grounds and landscaping, \$1,000 for snow removal, \$737 for insurance, \$420 for electricity, \$1,633 for management fees, and \$75 for copying and postage. This budget forecasts a net operating income of \$885 and an end-of-year cash reserve of \$31,559.

Accomplishments and Maintenance for 2019

- Routine seasonal maintenance at the entrances, retention ponds, and Shaw Park
- Power washing of park benches and gazebo in Shaw Park

Schedule of Maintenance and Projects for 2019

- Routine seasonal maintenance at the entrances, retention ponds, and Shaw Park
- Addition of two new picnic tables in Shaw Park

- Repair and sealing of asphalt surfaces in Shaw Park
- Painting of line on the basketball court in Shaw Park
- Installation of permanent rubber mulch at the playground area in Shaw Park thereby improving the safety of the playground area and making the playground area compliant with the Americans with Disabilities Act

List of Neighborhood Concerns

The following is a list of the concerns cited by residents/property owners on the proxy forms. Joel McCawley submitted a letter that is attached and incorporated into these minutes.

- If feasible, street lights @ the retention ponds, especially @ the lower end of Farmstead
As properties are being sold, it seems more are becoming rentals. I'm wondering if the owners are making their renters aware of our covenants.
- I am fine with loose enforcement of the covenants.
- Ask the Board to enforce the covenants. Residents in violation need to be notified of violation and number of days to correct violation. Any legal expenses would be responsibility of the violator.
- I *strongly* favor a family's right to install a playground or shed on their property. I feel that the rules against this *should be removed* from the Restrictive Covenants. This will give individuals the freedom they need to meet their needs. A family friendly community *will* have the benefit of increasing the value of property for all!
- I think the Covenants should be reinforced.
- As a home health pediatric nurse, I would like to express my concern for the exercise of our children. Covid-19 has shifted the amount of hours we are all at home. Because of these mandatory changes, I request that the board "shift" its position for play - yard equipment including trampolines. Families health & wellbeing are the priority. Obesity and Type II diabetes are growing at an alarming rate in our youth. Please reconsider backyard playground equipment to be allowed.
- NO SHEDS
- We support more strict enforcement of the outside appearance of homes/maintenance & upkeep of lawns/landscape.
- I am less concerned about play equipment than their maintenance and removal when deteriorating.
I dislike fences that visibly disrupt and segregate homes.
- No sheds should be allowed.
- I favor a lax attitude toward restrictive covenants.
- We think that play structures should be allowed in back yards as long as neighbors do not have a problem with it.
- I'd like to start by thanking all of you for your time and efforts on behalf of those of us living in the neighborhood. On my more frequent walks around the neighborhood, I am always greeted by friendly neighbors and I'm always very pleased with the way that our neighborhood looks. It seems to me that houses don't take long to sell and our neighborhood maintains its desirability
With this in mind, I would like to share my thoughts on the issue of our Greenleaf Manor Restrictive Covenants. I favor a more flexible approach to enforcing the covenants and giving homeowners some decision making in meeting individual needs, specifically in respect to play equipment. I feel that it is important to

encourage families to move into our neighborhood and enjoy the mix of ages and families that we have been able to attract. There have been several new families move in on my street since I moved in twelve years ago and I have been very happy to see families with young children playing outside. Were I in that position, I would have liked to be able to add some play equipment to my backyard. When my grandchildren were younger, we would go to Shaw Park, but I would not do that in today's environment. It is nice for my six-year old grandson to have neighborhood friends to play with when he comes over., which is quite often since March! I believe that modifying this restriction of the covenants will continue to make our neighborhood desirable to young families.

I think there should be some flexibility if there are other requests that arise with regard to the covenants. I believe that a former neighbor of mine had requested to have a small ramp from his deck so that his elderly dog could come down to the yard and I thought he said that was turned down by the Board. He had asked me if I would mind since it would be on my side of his house, and I certainly would not have disagreed with it. I think if this situation was presented, perhaps some accommodations could have been made by the Board.

I would not be in favor of fences and have mixed feeling about sheds, but I know that in two-car families and full garages, storage can be an issue. I do enjoy the openness in the backyards and have to say that all my neighbors are very respectful and mindful of being good neighbors. It is enjoyable for me to know the neighbors within a few houses of me and talk when we are outside, share thoughts about our gardens, etc.

I do have one more question/concern that I am hoping can be cleared up. I think many of us are walking more often these days and I have noticed that there are some low overhanging branches from the trees that are between the sidewalks and the road. I am wondering whose responsibility it is to keep these trimmed. and assuming, it is the homeowner's, perhaps a reminder might help.

Again, thank you to all of the Board for your efforts and time. I know that I have tried to participate and attend the annual meetings each year, and it's too bad that one cannot be held this year when we could voice our thoughts in person. But, thank you for keeping our safety first and foremost this year.

- We all want to protect our neighborhood and its value and appearance. With that being said, we need to recognize the difficult position this virus has presented to us. I think **temporary** allowance for a play set should be allowed as long as it is installed neatly and properly and does not present a visual detriment to the neighborhood. In the future (hopefully soon) once the virus is no longer an issue, the board should reconsider accepting it or requiring its removal.

Also, I think the board should use its good judgement in cases where compost bins or small sheds have been installed in locations such as a back yard where it is not visible from the street (not a corner lot where it can be seen from anywhere). One of these properly and neatly installed against a fence or tree row probably is not detrimental.

As far as the repeat offenders and especially those that have been requested to correct a violation where no action was taken by the owner, these should be enforced.

- Much thanks for the thoughtful letter that we just received today. This letter basically posed the question of:

Are we in favor of the HOA using money and resources to enforce the 10% or more of our neighbors that are in violation of the various restrictive covenants?

Our response is that we are not in favor of strict enforcement and especially not in favor of resources being used for this. We are among the 90% not in violation; however, we do not feel that people in violation are negatively impacting us or our community in any way. In addition, we worry that a reputation of strict enforcement of the wide variety of covenants would lead to a decrease in property value. For example, no one wants to live in the neighborhood with a reputation for taking people to court or fining residents for building swing sets, especially in a neighborhood that is already littered with "grandfathered in" swing sets.

Much rather we prefer to see the time and the resources of the HOA be continued to be used for the great things you all are doing and continue to do; such as the lovely new picnic tables in the park

- Good afternoon, I am totally on board with enforcing our covenant in the manner of sheds. I do believe that allowing sheds would be of detriment to the neighborhood. I believe that except for a handful of houses the development has maintained an excellent image without sheds. In most cases where I have seen sheds in the backyards of many houses the storing Outdoor materials seems to end up in the vicinity of the shed not in the shed. Needless to say I am totally against sheds. As an original homeowner I would be curious if the sheds and or play equipment has been installed in resold homes? When a homeowner places their home up for sale I am curious whether or not they provide the covenant to the new buyers. As for play Equipment. I Understand the need for personal play equipment during this time. I also understand the parents may not want their children to go to the community park without their supervision. I would hope that if one of my neighbors wished to install play equipment in an adjacent backyard to mine, they would consult with me on how I would feel about it. I do believe the parameters should be approved by the board. With the future development of the farm behind Tanager drive - the need for fences may again arise. I would hope that all of the neighbors would have a consensus of what type of fence should be used.

Reminders

Residents are reminded of the following.

- Please keep your pole light turned on for safety in the neighborhood. They are required in the Covenants and doing so should keep the Township from mandating us to install streetlights.
- Please be considerate of your neighbors and clean up after your pets. This includes at the park, park woods, retention ponds, and anywhere else in the community.
- Please secure your trashcan lids so trash does not blow into our retention ponds and neighbors' yards. Trash bags should not be left out overnight; place them outside the morning of pick up.
- Please secure lids when using the trashcans at the park.
- Please do not pour or dump materials into the storm drains. This washes into our retention basins.
- Please remove snow as necessary for safety in the neighborhood. Township ordinance requires a 24-hour clearing of snow from sidewalks.

- For the safety of our children and pets, please slow down and drive with care.
- Please remember to spray for dandelions in the fall or spring - your neighbors will appreciate it.
- Any animal complaints in the neighborhood should be referred to the Township office (238-4651)
- *Please submit all suggestions, inquiries, complaints, etc. to Park Forest Enterprises (814-238-3431) for review and referral to the GMHA Board of Directors.*

Respectfully submitted,
Ronald K. McLaughlin, President

Greenleaf Manor Homeowners' Association (GMHA) Board
C/O Park Forest Enterprises Inc.
100 W Aaron DR
State College PA 16803

August 5, 2020

To the GMHA Board,

I understand the GMHA Board is considering options for the enforcement of the GMHA restrictive covenants and is seeking input from GMHA members in order to make decisions on possible future GMHA Board enforcement action of restrictive covenants against members.

I believe that the GMHA Board should and must be able to enforce restrictive covenants. But I also believe there are legal problems that exist with the current covenants that must be addressed by the members of the association and the GMHA Board before any restrictive covenant enforcement action can be taken or considered by the GMHA Board against any members.

As a 12-year resident of the neighborhood, I have had the opportunity to review and have had legal counsel review on my behalf the by-laws, the protective covenants, and the restrictive covenants of the GMHA. I did so after receiving a letter from the GMHA Board, back in the 2011 or 2012 timeframe, inquiring about a shed installed on our property at 679 Tanager Drive.

I will share with you what my attorney shared with me and which I shared with Les Shaw during my meeting with the GMHA Board over sheds. It was not a formal board meeting that I recall, so I am not sure if minutes exist or not. I would encourage the GMHA Board to seek its own legal interpretations of the items I present below.

- 1) The GMHA by-laws and covenants are generic boilerplate templates that are common to many neighborhoods in the State College area developed during that time by the developers who developed Greenleaf Manor
- 2) Most of the articles, clauses and definitions contained in the GMHA by-laws and covenants govern the actual development of the neighborhood before houses/townhouses existed 25 years ago. These documents were legally required to be filed by the developer in order to begin construction of houses in the neighborhood
- 3) The GMHA Board is created and given its authority by the GMHA members/owners via the GMHA by-laws and the protective covenants. The GMHA Board is not specifically mentioned or referenced in any of the restrictive covenants
- 4) A common practice by other HOAs, once developed and inhabited, is to formally amend any development focused by-laws and covenants to better reflect and address governance of the living aspects of the neighborhood and to further define rules, processes and authority of the HOA Board
- 5) No changes have been made to the GMHA by-laws or the covenants by any GMHA Board subsequent to the initial filings by the developers in 1996
- 6) The GMHA by-laws and covenants say what they say on paper, not what has been interpreted by different GMHA Board's or individuals over time
- 7) Selective interpretation and enforcement of the GMHA restrictive covenants has occurred; sheds, fences and play sets are examples where enforcement has been applied inconsistently or with exceptions

- 8) In practice, the GMHA Board has prioritized some restrictive covenants over others when in fact there is no weighting or prioritization of the covenants within the documents themselves. Yard signs are not more or less egregious than a visible garbage can, for instance
- 9) Any disagreements related to the GMHA covenants or enforcement by the GMHA Board would require legal interpretations with all determinations made by outside parties in a court of law, not by the GMHA members or the GMHA Board. Neighbors would have to sue neighbors
- 10) Without changes and amendments to the covenants and the by-laws, enforcement of ANY restrictive covenants by the GMHA Board, not dealing with member assessments and common area maintenance, is questionable from a legal standpoint and could/would be challenged legally
- 11) Changes or amendments to the by-laws and covenants require approval of the members as set forth in **Protective Covenant Article VII, Section 1, page 8**, which basically says the majority of GMHA Members must approve any changes to the covenants, it cannot be done by executive action of the GMHA Board

Below are some specific examples of the challenges I believe the GMHA Board faces in any effort to enforce the restrictive covenants as they currently exist.

**Copied verbatim from the GMHA Website, under Do's and Don'ts;
(this is what someone thinks the restrictive covenants say)**

- *The Board will approve residents' requests for aboveground fencing only under exceptional circumstances or as required by law. The Board has no objection to residents installing in-ground (aka "invisible") fencing. Furthermore, the Board recognizes that the Restrictive Covenants permit residents to use landscape plantings (shrubbery, decorative grasses, etc.) as borders/barriers on their properties.*
- *Sheds are not permitted.*
- *Motor homes and trailers must be moved after 5 days or they will be considered permanent.*
- *As noted in restriction 2 of the Restrictive Covenants, all play structures, including swing sets, trampolines, etc. must not be installed without the permission of the Board.*

What Clause 2 of the GMHA Restrictive Covenants actually says, verbatim;

2. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises except children's tents; nor shall any motorhomes, campers, boats, or recreational vehicles be kept or stored on the premises except in a garage. Storage sheds and play structures can be erected only after approval of the Homeowners Association.

Discrepancies to point out that my attorney pointed out;

- 1) Restriction 2 does not prohibit sheds
- 2) Restriction 2 gives equal weight to sheds and play structures; it does not differentiate between the two; it does not say to prohibit one but the other is ok, sometimes, especially when there is a pandemic
- 3) Restriction 2 specifically mentions approval of the Homeowners Association, not the GMHA Board, they have different roles and definitions in the documents and there is no definition at all in the restrictive covenants
- 4) Restriction 2 does not define or set forth a process for members to seek approval from the Homeowners Association for sheds or play structures, which leaves it wide open to interpretation

- 5) One interpretation of ‘...only after approval of the Homeowners Association.’ is that no sheds or play sets can be erected until the Homeowners Association is given authority and responsibility from the Developer as set forth in Article VI. Section 1-3 of the protective covenants
- 6) Restriction 2 does not define play sets, but the website does
- 7) With respect to RV’s, Restriction 2 does not define the terms “kept” or “stored” on the premises which leaves it open to interpretation
- 8) Restriction 2 does not mention trailers in the list of items prohibited from being “kept” or “stored” on the premises, but the website does
- 9) Restriction 2 does not define or create a 5-day time limit on RVs in driveways being declared ‘stored’, but the website does

What Clause 7 of the Restricted Covenants says about fences, verbatim;

7. No fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of the fences shall be in accordance with Paragraphs 4 through 5 above.

Discrepancies to point out;

- 1) Restriction 7 does not prohibit fences; it actually establishes a process for the approval of fences
- 2) Restriction 7 clearly uses the term Developer and refers to paragraphs 4 and 5 which deal with the development of lots and construction of houses in the neighborhood prior to the existence of houses 25 years ago
- 3) Restriction 7 does not require approval of the GMHA Board, it requires the approval of the Developer

Enforcement - The Slippery Slope

Restrictive covenant enforcement with the current restrictive covenants has the GMHA Board standing on a slippery slope and the next step may determine if we all slide off the hill over what someone THINKS a covenant says or does not say.

We cannot have selective enforcement as has been the practice of prior Boards. We cannot have individual interpretations deciding actions of the entire association. We are ultimately talking about neighbor taking legal action against neighbor over what any outside observer would objectively describe as ambiguous language and unclear authority for the Board to enforce anything besides the annual assessments.

At any given time, there are plenty of trash receptacles, weeds and depending on time of year, non-sale related yard signs in plain view around the neighborhood. Each of which is prohibited specifically and unambiguously by the covenants, but enforcement of these covenants does not seem to have the same priority as fences, sheds or RVs.

We have numerous examples in the neighborhood where a fence was allowed, a shed, a play set. I think it will be too difficult and expensive to reverse these supposed ‘violations’. We also need to come to terms with what the covenants actually say or don’t say. If they don’t say the things we need them to say, then we need to change them. Changing them will take time and involve legal costs but it is the only way forward if strict enforcement is the chosen direction of the members.

Lastly, if I've heard it once, I've heard it a thousand times. The restrictive covenants are in place to make sure our property values are not negatively impacted. That is a valid argument, but only to a point. I am confident that in the 12 years I've lived here, the value of my property has appreciated right along with everyone else's in the neighborhood even with all of the so called restrictive covenant violations that have been identified as the sure path to a devaluation of our properties.

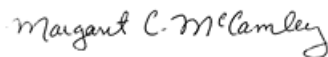

My thing happens to be a shed, a shed no one but my neighbors are able to see. Neighbors whose permission I got before I put in my shed because it was the neighborly thing to do and WE are the Homeowners Association.

One of my neighbors was Harry Corl, the farmer that owned all this property and was part of the development corporation. I remember talking to him about putting in a shed while we were in his camper that he kept in his driveway every year during the summer months in front of the shed he kept his mower in. A shed which has passed on to the newest owner who paid a fair market price for a home in Greenleaf Manor.

I also recall a statement Les Shaw made during that meeting back in 2011-2012 which was something to the effect of he knew this day would come, he knew this was an underlying issue and he asked me at the time if I would be willing to help work through changing the covenants so the GMHA Board would have better standing in these matters. I said yes with the caveat that this would require legal support but I never heard another thing. Seems we've come full circle.

All paths for enforcement will require costs and could increase member assessments. Before that takes place, the GMHA Board must remain transparent and follow a prudent, diligent path towards a resolution that is both legal and establishes a framework within the covenants for future GMHA Boards to operate with clear authority and legal standing as it relates to the covenants and any enforcement.

All the best,



Joel and Margaret McCamley
679 Tanager DR
State College PA 16803

CC: board@greenleafmanor.org