

RULES AND REGULATIONS  
HIGH GROVE PLANNED COMMUNITY ASSOCIATION

DATED: OCTOBER 15, 2015

**A GUIDE FOR THE RESIDENTS OF  
HIGH GROVE PLANNED COMMUNITY ASSOCIATION**

**A. CONFLICT**

In the event of a conflict between the Declaration and these Rules and Regulations, the Declaration shall prevail. All of the terms used herein, unless specifically defined herein, shall have the same meanings as are set forth in the Declaration.

**B. ARCHITECTURAL GUIDELINES**

Each Unit Owner shall submit to the Executive Board and Manager of the Association by United States mail or hand delivery, plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Unit Owner's proposed change, alteration or addition to the Unit. A Change Request Form is attached as Appendix A. The submission shall contain proof of compliance with all applicable codes, laws and ordinances.

The Executive Board shall use reasonable efforts to respond, within thirty (30) days, to all architectural requests. The Executive Board shall respond to architectural requests either verbally or in writing. In the event the Executive Board fails to approve, with or without conditions, or deny the application within thirty (30) days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Executive Board, have been submitted, approval will be deemed to have been denied.

**C. USE RESTRICTIONS**

All Unit Owners, as well as all guests, residents, occupants, lessees, etc., in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the Certificate of Incorporation, Bylaws of the Association, and these Rules and Regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Unit Owners, occupants, guests, invitees, tenants, residents and lessees, etc.

1. Accessory Structures. No tents, storage tanks, sheds or accessory buildings or structures shall be erected or permitted to remain on a Unit or on the Limited Common Facilities unless approved by the Executive Board.

2. Awnings. No Unit Owner is permitted to cover any deck and/or patio with any kind of permanent covering or structure, unless otherwise approved by the Executive Board.

3. Clothesline. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, including private yards and decks. No Unit Owner shall install poles and/or lines for the drying of laundry nor shall any Unit Owner dry laundry outside of his home.

4. Decks and Patios.

a. Any decks/patios installed on the Limited Common Facility yard area to the rear of a Unit shall be properly maintained by the respective Unit Owner. Any permitted deck/patio shall not exceed eight (8) feet in depth from the rear of the Unit and are only permitted if approved by (i) the Builder, or (ii) the Association after the conveyance of all of the Units by the Builder to their home purchasers, and (iii) are approved by the Township.

b. Areas below decks are not to be used for storage areas.

c. Notwithstanding the fact that patios may be shown on the recorded Land Development Plans and referenced in the Declaration, patios shall not be permitted on or adjacent to any Unit (a) prior to the conveyance of all of the Units by the Builder to their home purchasers, unless approved by the Declarant and the Builder, or (b) after the conveyance of all of the Units by the Builder to their home purchasers, unless approved by both the Association and the Township. The reason for these restrictions on the installation of patios is due to impervious surface limitations in the Community.

5. Fences. A Unit Owner shall be permitted to install a white PVC, 6-foot high privacy fence on the rear of its Unit, per the specifications approved by the Executive Board. The privacy fence shall be installed on the side edge of the Unit, shall not extend farther than twelve (12) feet from the rear of the Unit or otherwise encroach on another Unit Owner's Unit, or Limited Common Facilities adjacent thereto, if installed, and shall not be enclosed. Unit Owners shall not be permitted to install any other type of fence.

6. Flagpoles. A single flag mounting wall bracket may be attached to the Dwelling. The only flags permitted are the American flag, Commonwealth flag and/or military flags.

7. Front Doors.

a. Front doors shall be the type installed by the Builder. Any replacement door not consistent with the original door installed by the Builder must be approved by the Executive Board.

b. Kick plates are allowed on front doors. The kick plate must run the full width of the door and must be 6 to 8 inches in height. The type and material of kick plates, doorknobs and door knockers shall be consistent with the type and material installed by the Builder.

8. Garages. No garage may be converted to living space.

9. Garbage and Refuse Disposal.

a. The Association shall employ a trash removal company to perform regular trash pick-up services in the Community. The trash removal service shall not include any "bulk" items or any trash which requires additional pick-up fees (i.e., chemical or hazardous substances). The Executive Board shall make decisions regarding which trash removal company to employ and shall determine the frequency of the trash removal service. Unit Owners shall be required, at the Association's direction, to directly pay the trash removal company.

b. No Unit or portion of the Common Elements shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste. Trash, garbage or other waste shall be kept in trashcans or heavy-duty plastic bags waiting disposal. Trash, leaves and other similar material shall not be burned. It is requested that trash and recycling containers not be placed on the curb until after dusk on the night before collection. Containers are also to be taken in by the end of the day of collection and stored in the garage of the Unit.

c. The storage or collection of rubbish of any kind; any materials that emit foul or obnoxious odors; the growing of any noxious weed or other natural substance; and the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort or serenity of other Unit Owners is prohibited.

10. Garden Devices. Hose reels and other similar garden devices must be hidden from view.

11. Hazardous Materials. Nothing shall be done or kept in or on any Unit which will increase the rate of insurance maintained by the Association or result in the cancellation of such insurance.

12. Hours of Work. No Unit Owner, contractor or workman employed by any Unit Owner shall be permitted to do any work in or upon any home (except for emergency repairs) between the hours of 9:00 p.m. and 8:00 a.m. if such work is likely to disturb the occupants of any other home.

13. House Numbers. No more than one set of house numbers is permitted per home. If the original numbers are hidden by shrubs, the Unit Owner shall trim the shrubs. If replacement numbers are required, they must duplicate the original. The type of house numbers shall be as installed by the Builder, if any, or otherwise approved by the Executive Board.

14. Landscaping.

a. Existing Beds. The Declarant and Builder will plant many trees and shrubs throughout the Community. Unit Owners shall not alter the existing landscaping or landscaping installed by the Declarant or the Builder throughout the Community. Notwithstanding the foregoing, a Unit Owner may plant additional landscaping materials such as flowers and shrubs within the landscaping beds located adjacent to their Unit and within the Limited Common Facility yard area allocated to their Unit, as further described in the Declaration and shown on the Declaration Plat, subject to Executive Board approval.

b. Artificial Flowers. No artificial flowers shall be permitted to be planted in the Community.

15. Lighting.

a. No floodlights or other lighting is permitted beyond those supplied by the Builder. Outside lighting can be replaced with an upgraded light fixture as long as it is consistent with the Builder installed fixtures. If the Unit Owner is planning to change the exterior fixtures not consistent with those installed on their home, a written request to the Executive Board and a brochure of the sample fixture should be presented to the Executive Board for approval before installation of the new fixtures.

b. All lighting must be approved for outdoor use. Lights cannot exceed 12 volts and all electrical lines must be hidden. Only matte black fixtures with clear bulbs are permitted. Colored lighting is not allowed. All maintenance must be performed by the Unit Owner. The Association will have no responsibility and/or liability for any outdoor lighting installed by the Unit Owner.

16. Mailboxes. The group mailboxes are not to be used as bulletin boards for lost or stolen items or pets, garage sales, or other announcements. The group mailboxes are the property of the United States Postal Service.

17. Motor Vehicles.

a. The parking of motor vehicles, except in designated paved areas, is prohibited. The overnight parking or storage of trucks or any other commercial vehicles, including vehicles with commercial signs affixed is prohibited. The parking or storage of any recreational vehicles, including but not limited to camping vehicles, boats, boat trailers and other trailers in the Community is prohibited. The overflow parking area is for guests, emergency situations, and overflow parking, not for storage of seldom used vehicles. No trucks which are (i) used for commercial purposes, (ii) contain commercial lettering or commercial equipment, or (iii) other than sport utility vehicles, having a capacity in excess of three-quarters of a ton (whether or not registered as a commercial vehicle with the State Department of Transportation), shall be permitted to be parked on the Property, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work on the Unit or enclosed entirely within a garage.

b. Any non-conventional motor vehicles, including but not limited to trail bikes, mini bikes, dune buggies and snowmobiles, golf carts, all terrain vehicles, and off road motorcycles shall not be driven or parked in the Community.

18. Nuisances.

a. No Unit Owner shall make or permit any noises, soot, odor or vibrations that will unreasonably disturb or annoy the occupants or any of the other Units. Nor shall a Unit Owner permit anything to be done that will unreasonably interfere with the rights, comfort, convenience or quiet enjoyment of other Unit Owners.

b. Each Unit Owner shall be charged with the responsibility of directing his tenant(s), guests and invitees to comply with the Association's Declaration, Bylaws and these Rules and Regulations.

19. Outdoor Holiday Lighting and Decorations. Decorations that prove to be a nuisance, produce excessive glare or noise, or endanger the health and welfare of the Community, visitors or residents are not permitted. Outdoor holiday décor and/or lights associated with Christmas, Hanukkah, Halloween, Valentine's Day, etc., shall not be installed more than thirty (30) days prior to the holiday and must be removed not more than thirty (30) days after the holiday.

20. Outdoor Storage. Grills, patio furniture and the like are permitted to be stored on the rear patio and/or deck of a Unit (if authorized); provided, however, (i) grills shall be placed a reasonable distance from the siding of a Unit and a privacy fence (if applicable) when in use; and (ii) only furniture specifically designed for outdoor use may be placed on the patio or deck. All other outdoor storage shall be prohibited in the Community. Moveable children's play equipment, sporting equipment, etc. shall be put away after usage.

21. Pets. No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on any Unit or in any Unit with the exception of dogs, cats or other common household pets (no exotic animals) provided that they are not kept, bred or maintained for any commercial purpose. **No more than two (2) common household pets will be allowed in any one Unit, unless otherwise approved in writing by the Executive Board, on a case-by-case basis, in their sole discretion.** Animals shall not be housed outside of any Unit. When outside, animals shall be leashed and the Unit Owner shall be responsible for cleanup. Pets shall not be left unattended outside for any reason. Dog owners will be responsible for keeping their pets from barking unnecessarily and disturbing their neighbors. **When walking your dogs, please curb them and be sure to clean up after them.**

22. Regrading.

a. Except for the Declarant and/or the Builder, no Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any substantial digging or earth moving or regrading operations of any nature without first obtaining permission from the Executive Board. This is intended as protection against inadvertent disruption of surface drainage, underground services and creation of a nuisance to other Unit Owners.

b. Retaining walls and grading alterations which change the contour of the earth and/or water drainage patterns must be submitted to the Executive Board, with complete details including sketches, for approval.

c. Unit Owners are responsible for verifying locations of all underground utilities and existing easements and bear total responsibility for any and all service interruptions directly attributable to work performed on their property. Unit Owners can contact Pennsylvania One Call free of charge at 1-800-242-1776 to verify underground utility locations. There is a fee for contractor requests.

23. Signs, Banners, etc. No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs and those of contractors and subcontractors, shall be erected on the Unit, unless otherwise approved by the Executive Board. "For Sale" or "For Rent" signs are permitted to be placed in the window of a Unit. If permission is granted to any Unit Owner to erect a sign within a Unit, the Executive Board may restrict the size, shape, color, lettering, height, materials and location of the sign or, in the alternative, provide Owner with a sign the Executive Board will permit Owner to use for such purposes. No signs shall be nailed or affixed to trees. Notwithstanding the foregoing, the Declarant and the Builder shall be permitted to maintain signage in the Community.

24. Statues, etc. No statues, lawn ornaments, sculptures, birdbaths or similar objects greater than 18" in height may be affixed or placed in the Community without the express approval of the Executive Board.

25. Solar Heat. No solar heating panels or similar installation shall be permitted on any Unit.

26. Window Air Conditioners. No window air conditioning units shall be permitted on any Unit.

27. Satellite Dishes. Any antenna or satellite reception device erected on any Unit may not be greater than one meter in diameter and must be erected on the rear the Unit, low to the ground, unless such placement impedes reception, in which event such antenna or satellite reception device may be erected in the following locations, in the following order of preference so as to provide the least amount of visibility from the street: on the upper portion of the rear of the Unit; the side of the Unit; or the front of the Unit. Notwithstanding the foregoing, no antenna or satellite reception device shall be installed on a Unit without the prior written approval of the Executive Board. No antenna or satellite reception device may be erected on the Common Facilities without the prior written approval of the Executive Board.

#### **D. COMPLIANCE WITH RULES AND REGULATIONS**

It is hoped and anticipated that all Unit Owners will comply with the Rules and Regulations as they are outlined in this document, since they are intended to preserve the character of the Community and the property values of each Owner. In the event that a situation arises where violations have taken place, it is the responsibility of the Executive Board to enforce the established rules in a consistent fashion according to the process outlined in the following enforcement procedures.

#### **E. ENFORCEMENT PROCEDURES**

1. Reporting Violations. Complaints concerning violation of the Rules and Regulations, or any provisions of the Association's Declaration and Bylaws, by a Unit Owner or tenant must be submitted, in writing, to the Executive Board or Management Company, signed by the Unit Owner or tenant. The complaint must be in sufficient detail to determine whether a violation has occurred.

2. Complaint Forms.

a. Complaints regarding the management of the Association property, repairs to the Common Facilities and/or Controlled Facilities, or concerning actions of any other Unit Owners shall be made in writing to the Association through the managing agent.

b. A copy of the complaint form (see Appendix B) is provided for your use should you deem it necessary to identify a violation of the above Rules and Regulations. The Executive Board understands the need to maintain a clean and aesthetically pleasing environment. Each Unit Owner deserves such and pays monthly to obtain it. It is also each Unit Owner's responsibility to comply with these Rules and Regulations in an effort to do their part for the Community.

3. Investigation. A member of the Executive Board, committee member or representative of the management company shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.

4. Initial Violation Notice/First Notification. The Association will send a written notice describing the violation to the Unit Owner and/or tenant, instructing them to correct the violation or respond within a maximum of ten (10) days. If a response is requested, the Unit Owner shall respond in writing utilizing the form attached hereto as Appendix C. If a violation is not corrected within the amount of days detailed in the letter, or if the Unit Owner has not contacted the Executive Board concerning the violation, the Executive Board will proceed further with the enforcement procedures.

5. Second Notification. If no response or correction concerning the violation is performed within the amount of days of the written warning, a letter will be sent to the Unit Owner and a One Hundred Dollar (\$100.00) fine will be assessed to the Unit Owner.

6. Third Notification. If no correction or response within thirty (30) days after the second notification, another letter will be sent to the Unit Owner, and a Two Hundred Fifty Dollar (\$250.00) fine will be assessed to the Unit Owner.

**If after the third notice the situation has not been resolved, the Executive Board has the authority, as established by the Bylaws, to initiate any or all corrective action at the Unit Owner's expense. Thus, it would be to each Unit Owner's benefit to abide by the Rules and Regulations, as well as resolve violations prior to elevating to this extreme.**

7. Fines and Penalties. Depending upon the seriousness of the violation, the Executive Board has the right to impose larger fines if the violation or problem disregards the safety of the residents, is in complete disregard of the Association and adjoining neighbors, and/or in violation of the Association's Declaration or Township ordinances. Depending upon the seriousness of the violation, the fine could either be enacted for each incident or a fine charged for each day that the violation remains uncorrected. The penalties for the Unit Owner could include loss of Association privileges. The Executive Board has full authority in establishing the amount of fines and loss of privilege penalties. The amount assessed is due upon receipt of the notice.

**If the situation persists after the third notice, fines in the amount of Two Hundred Fifty Dollars (\$250.00) will be assessed to the Unit Owner's account every thirty (30) days.**

8. Hearing. All Unit Owners and tenants shall have the right to a hearing, which could either be conducted by a committee responsible for Rules and Regulations enforcement or by the Executive Board. If a hearing is conducted by a committee, the Unit Owner or tenant may appeal the committee's decision to the Executive Board. Any decision made by the Executive Board is final.

9. Noncompliance. In the event that a Unit Owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the Unit Owner for collection of the fines and compliance with the Association's Declaration, Bylaws, and Rules and Regulations. Any expense associated with legal action and the collection of fines incurred by the Association shall be added to the complaint and become the responsibility of the Unit Owner to pay. If a judgment awarded by the court remains unpaid, the Executive Board may place a lien for the amount of the judgment, plus costs, against the Unit Owner's property.

**F. AMENDMENT**

These Rules and Regulations may be amended by the majority vote of the Executive Board.

ESTABLISHED AND ADOPTED, by the undersigned, being the current Executive Board of the High Grove Planned Community Association, as of the date set forth on the top of page 1 above.

\_\_\_\_\_, President

\_\_\_\_\_, Secretary

\_\_\_\_\_, Treasurer