

# APPLECROSS COUNTRY CLUB

## *Homeowner Rules, Regulations and Design Opportunities*



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## Introduction

A planned community is real estate in which a person, through ownership of his or her unit is obligated to pay a portion of the costs, fees and expenses for the administration and maintenance of the Common Areas and Common Facilities. The Master Declaration, Master Bylaws and Rules/Regulations are the documents known as the **Master Governing Documents of the Applecross Country Club Planned Community**. To the extent that any local government ordinance, building code, or regulation requires a more restrictive standard than the Master Governing Documents, the local government's standards shall prevail. To the extent that any local government standard is less restrictive than the Master Governing Documents, the Master Governing Documents shall prevail.

Applecross Country Club is dedicated to promoting and sustaining the environment within the community property by providing a safe, welcoming and aesthetically pleasing neighborhood while maintaining and increasing property values. The primary identity of Applecross Country Club will be established at the community level. At this level, the physical design of the landscape and other modifications will create continuity and unifying elements for Applecross Country Club. We strive for environmentally wise landscape design and management.

The Applecross Country Club Executive Board and Committee members are dedicated to being fair and courteous to all HOA members; equitably applying Applecross Country Club Master Governing Documents to every HOA member; and reviewing each HOA member's request, complaint, issue or questions in a timely manner and providing a written response, where appropriate, detailing the action taken, the nature of the response, or the resolution of the complaint or issues.

The Executive Board, in conjunction with various committee members, has compiled this manual. The rules and regulations have been in force since 2007 and have been updated over the years. From time to time, it may become necessary for the rules and regulations to be modified by the Executive Board. The Executive Board has the authority to make immediate changes and enforce said changes. If such changes are made, there will be correspondence sent out to all homeowners. This document will be updated as required and the latest version will be posted on the HOA management website:

<http://northeast.fsrconnect.com/applecrosscountryclubmaster>

In order for our rules to be effective, it is important that all homeowners and their tenants comply voluntarily with these rules. It is important that homeowners communicate with their tenants that a set of rules exist and is the responsibility of the tenant to comply. Unfortunately, when rules are not followed, whether out of ignorance or defiance, it becomes necessary to warn, and then fine a homeowner until compliance occurs. This responsibility for enforcement is placed upon the Management Company.

## Organization of the Association

A five member Executive Board governs the Association. The homeowners elect the Board for a three year term. It is the role of the Board to make all operating decisions of behalf of the community. The Board meets monthly in an Executive Session. The daily day to day operation of the Association is delegated to a Management Company. The Management Company, in the person of a Property Manager, is in constant contact with the Board members. Any concerns regarding the operation of the Community should be directed, in writing, to the Management Company who will represent them at the next regularly scheduled Board meeting.

There are over 579 homes currently in this community, and there will be many varying opinions. When the final section is complete the total buildout will be 659 homes. It is the role of the elected Executive Board to make decisions on behalf of all homeowners.

## Common & Controlled Facilities Definitions

(For a complete listing of examples, please refer to the Master Declaration, Article X & XI on page 16-18)

**Common Facilities:** includes all the real estate in the community that is owned or leased by the Association.(Some examples: streets, sidewalks in the common area, storm water basins, flag poles on the common area, driveways on the common area, etc.)

**Controlled Facilities:** includes all the real estate within the community that is not owned by the Association, but that may be maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.(Some examples: lawn and yard areas on the lots, sidewalks on the lots, mulched beds installed on the lots, etc.)

**Limited Controlled Facilities:** a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a unit, allocated by or pursuant to the Declaration for the exclusive use of one or more but fewer than all of the units.(Some examples: the clubhouse and pool)

## Section 1 Architectural Rules

In order to ensure harmonious and efficient development of the Property, before any owner may build, construct or make any addition, alteration, change, improvement, modification, reconstruction, renovation, repair, replacement or removal of or to any exterior part, portion or surface of a Unit, any structural portion of a Unit, or any portion of a lot or Unit visible from any other unit (the "Proposed Improvements"), the Owner must submit a written application to the Architectural Review Board ("ARB") and obtain written architectural approval of the Proposed Improvements from the ARB.

Every item in this section requires a request to the Architectural Review Board (ARB). Once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance. If any work is started prior to the Owner receiving ARB approval, the owner will incur a \$500 per day fine until all work ceases and the property is restored to its original condition.

The Owner must submit the written application and obtain written approval of the Proposed Improvements in accordance with the application and approval process outlines in Section 7 of these Rules and Regulations. By submitting an application for architectural approval the Owner will be deemed to have agreed to comply with these Rules and Regulations, and to have agreed to accept and comply with any conditions of architectural approval, imposed by the ARB as a condition of any approval granted.

Architectural Functions of the ARB and Executive Board: In the performance of their architectural review responsibilities, the ARB, and the Executive Board if necessary, are responsible for performing the following architectural functions:

**First**, to maintain, regulate and preserve consistent and harmonious external design, appearance and location of the Units, Neighborhood and the Common Area and all improvements thereon, in such a manner as will preserve and enhance the value and appearance of the Property and the Owner's and Occupants' health, safety and welfare; and

**Second**, to maintain a harmonious and aesthetically pleasing relationship between the Property and the improvements, including the Neighborhood's prevailing vegetation, topography and improvements; and

**Third**, to monitor compliance of the Owners with all applicable architectural control provisions of the Declaration and such Architectural Rules and Regulations as the Executive Board may adopt, and any architectural applications which may be approved by the ARB and/or the Executive Board.

The following are meant to serve as an example of the factors taken into consideration by the ARB, and/or Executive Board, in evaluating and ruling on requests for architectural modifications:

- a. the overall aesthetics of the community
- b. value of the home and surrounding homes in the development
- c. owner views which are known to be important in this development
- d. maintenance of the home

- e. The affect the proposed addition will have on nearby HOA facilities such as storm water basins, trails, CCWA properties, golf course, etc.

**Conditions of All Architectural Approvals:** The following conditions of architectural approval are meant to supplement the architectural application and review procedures outlined in Section 7 and elsewhere in these Rules and Regulations. The conditions of architectural approval stated below will be deemed to be attached to all applications approved by the ARB and/or Executive Board without regard for whether such conditions are specifically stated in the approval issued or obtained. The conditions of architectural approval stated below will also be deemed to be attached to all deemed approvals, approvals obtained on appeal, and any other approvals, if any, which an Owner might otherwise obtain, without regard for whether such conditions are specifically stated in the approval issued or obtained. The conditions of architectural approval which will apply to all architectural approvals are the following:

- a. The owner must secure such building permits as may be necessary under prevailing federal, state, local or municipal statutes, laws, codes or ordinances, before any materials are delivered to the site, and before starting the Proposed Improvement; and
- b. The owner and the owner's contractors must comply with all applicable laws, regulations and ordinances, including safety rules and regulations and applicable zoning regulations, during and throughout construction; and
- c. The owner who submitted the application will be deemed to have irrevocably agreed, at the owner's sole cost and expense, to indemnify, defend and hold the Association harmless from all claims, demands, injuries, judgments, losses and risks arising from or in relation to the Proposed Improvements; and
- d. The Proposed Improvements must be built, completed, insured, maintained, repaired, replaced and used at the sole cost and expense of the Owner; and
- e. The owner and/or the owner's general contractor, as applicable, must maintain workman's compensation and general liability insurance in adequate amounts throughout the course of the construction, installation and completion of the Proposed Improvements; and
- f. The Proposed Improvements must be completed in strict compliance with the application and all plans and specifications approved, as well as all conditions attached to the approval by the ARB, and/or Executive Board if applicable; and NO hazardous substances may be used, installed, transferred, stored, treated, or held upon the property during the course of constructing the Proposed Improvements; and
- g. Upon completion of the Proposed Improvements, all disturbed portions of the Property, the Common Facilities, the Lot and Unit, if any, must be promptly returned by the Owner, at the sole cost and expense of the Owner, to the condition and appearance which prevailed thereon prior to the start of work, except for those approved Proposed Improvements.

**Unit Additions:** Additions will be held to a much higher standard of review. The Owner should consider a preliminary meeting with the Community Manager to review the potential work and preliminary sketch plan and have a general discussion of work to be done. This will provide the Owner with information about the possibility of approval before they spend time and unnecessary costs on technical plans and other building costs before approval is granted. When submitting an application for an addition of living space, a fee of \$250 will be required to cover additional management costs associated with review, communication and oversight.

**“Addition” Defined:** An addition to a unit, for purposes of architectural review, is defined as an enclosed structure attached to the current home which provides additional square footage of living space. Enclosed porches with either partial walls and/or screening will be considered enclosed and treated as additions.

The architectural design of any and all additions, alterations and renovations to the exterior of a home shall strictly conform to the design of the original home in style, detailing, materials and color. Any exterior component must match the original size, color, type and style EXACTLY.

Due to the harsh winters, we recommend building in warmer months to allow the owner time to complete the project in the allotted ninety (90) days and to minimize extended turf destruction. See Section 7, “Implementation of Approved Plans” for fines related to non-compliance to these addition rules).

The ARB reserves the right to require the installation of on lot dry wells or other drainage amendments to mitigate additional impervious load and will inform the owner if this is applicable to their application submission.

**1. General Rules Applicable to all Additions, Decks, Patios, and major exterior modifications**

- a. **TIMING:** Unless otherwise approved in writing by the ARB and/or Executive Board, the owner will have ninety (90) days from the start date to complete the project. The start date will be defined as the beginning of any work associated with the project.
- b. **Township Documents**
  - i. All homeowners must secure proper permits and township approval, along with ARB approval, prior to beginning any work. The ARB will require a true copy of the full permit before final HOA/ARB approval will be granted.
- c. **Construction Material**
  - i. Exterior construction materials must always match the existing materials EXACTLY, including but not limited to: siding, roofing, soffits, gutters, downspouts, drains, windows, and doors. The ARB will consider the use of upgraded materials in certain situations, i.e., original materials no longer available. However, these requests will be closely scrutinized. The reason for such a substitution must be provided. If you are the original owner, your settlement document has the original colors and materials used on your home. If you do not have this document or are not the original owner, please contact [necwarranty@pulte.com](mailto:necwarranty@pulte.com) to request the information.
  - ii. Please keep in mind that color fading of original construction materials occurs over time, and even though the same color is used, the entire side of siding, for example, may need to be replaced to assure complete uniformity of color, and this decision is at the sole discretion of the ARB and HOA.
- d. **Technical Drawings**
  - i. Professional grade drawings to scale are required for Additions, Decks, Patios as well as any exterior modifications. The ARB reserves the right to require drawings drafted by a certified draftsman, engineers and architects as needed.
  - ii. The owner must submit a site plan, drawn to scale, depicting the location, height and dimensions of the proposed addition to the unit; as well as the property lines for the lot, the setback requirements and easements, and the footprint of the home, driveway, sidewalks, decks, patios, walls and existing landscaping.

- iii. Two sets of unit floor plans must be submitted for review, including a copy of the as-built floor plans for the unit and a copy of the model floor plan for the type of unit in questions. Both sets of floor plans must depict the elevation of the unit in relation to the grading for the lot. Any proposed changes to the unit's elevation, caused by the addition, must also be depicted in both sets of floor plans.
- iv. Drawing elevations: Drawings must include appropriately scaled views of front, rear, and both side elevations as well as an overhead view. The relationship to the existing home and grading should be made clear. **Lot grading cannot be altered.**
- v. Materials List: Homeowners are expected to provide a complete and separate list of ALL materials to be used on the submitted project. Details should include type of material, brand and manufacturer and model as applicable, color, and size.
- vi. A roof plan must also be submitted, if applicable, with respect to any proposed additions to the unit.
- vii. Technical drawings must clearly identify the size and position of all, but not limited to, pre-existing window wells, down spouts, sump pump outlets, drains, staircases, walls, fencing, privacy screens, hardscape planters, fireplace vents, decks, porches, patios, stoops, etc. Any of these items/structures that are on a neighboring property and are within twelve (12) inches of the proposed modification/addition should also be noted on the technical drawing. The proximity relationship to the proposed modification should be clear.
- viii. Technical drawings should clearly depict the size and position of any new proposed gutters, downspouts, drains and type of any materials to be used.
- e. Permitted Height of Unit Additions and porch roofs: The height of any addition to an existing home shall not be higher than the original roofline.
- f. Drainage
  - i. When additions are performed to a home, the established lot drainage shall not be altered.
  - ii. All altered roofs shall drain to the ground solely within the deeded lot area.
- g. Construction Vehicles & Equipment
  - i. A list of any motorized and/or hauling equipment being used on the property must be submitted, along with the width and weight of the equipment.
  - ii. A protective underlayment must be used underneath dumpsters or any heavy equipment that is being used.
- h. Construction Vehicle/Equipment Access
  - i. Your application must specifically indicate how construction vehicles and equipment will access the addition site.
  - ii. No access will be granted across HOA common property, the HOA trail, or over an easement.
  - iii. If you are considering using your neighbor's property for access you must complete the form in Section 7 entitled Neighbor Access Agreement.
- i. Unit Setback & Impervious Surface Coverage
  - i. All additions to a home shall be built within the setback lines originally established for Applecross Country Club.
  - ii. No impervious surfaces such as but not limited to patios, decks, walks, etc., may be installed within thirty five (35) feet of a storm water basin or any other storm water management facility.
  - iii. PA One Call should be contacted in advance of any excavation.
- j. Turf Disturbance - All disturbed turf areas should be remediated as follows:
  - i. Any soil areas where compaction may have occurred should be aerated to a minimum depth of six (6) inches.



- ii. A minimum of four (4) inches of high organic content (4% minimum organic matter) topsoil shall be present.
- iii. All level bare soil areas should be carefully covered with loose straw, which should be maintained until the turf is adequately stabilized. All bare and/or disturbed turf areas that are sloped should be covered with erosion control blankets and also remain in place until the turf is stabilized.
- iv. Adequate high-quality seed should be spread in such a quantity that rapid soil stabilization will result. Over seeding will be required if adequate stabilization has not occurred with the first seed installation. The HOA recognizes that current weather conditions are unlikely to allow effective germination and agree to delay seeding until the first warm weather in the spring. Given this, the maintenance of the straw coverage and erosion control blankets will be imperative to prevent erosion with possible silt deposition on the HOA trail and/or nearby storm water basin.
- k. Erosion Control Requirements
  - i. The Board uses the Pennsylvania Department of Environmental Protection's Erosion and Sediment Pollution Control Program Manual for determining best practices for erosion control within the community. A copy of the manual can be found on the ARB website. Chapter 4 of the manual details the type and design of the erosion barriers that are recommended for residential projects.
  - ii. Either compost socks or silt fencing can be used as erosion control measures in construction projects. We do require that these be sized, installed and maintained as described in this document (chapter 4).
  - iii. Any construction project that requires disturbing the ground and/or delivery of sand or topsoil would require an erosion plan. Compost socks must be a minimum of twelve (12) inches, staked carefully according to manufacturer's instructions (we would ask to see a copy of these), and have filter media either appropriately blown or placed at the base. If biodegradable fill was used the socks would need to be replaced after six (6) months of use. Periodic maintenance and inspection would need to occur during the actual construction period. If silt fences are employed, they must be constructed as described in the manual and accordingly maintained and inspected during the project.
  - iv. Any erosion control failure must be immediately reported to the Community Manager. All expenses that may be incurred as a result of failure will be borne solely by the owner.
  - v. Erosion control measures should be put fully in place prior to any other construction work (including delivery of materials). The Community manager should be informed by email that the erosion measures are completed.
- l. Catastrophic Situations: Unfortunately, homeowners may experience catastrophic situations, i.e., fire, flood, stucco remediation, etc., that create unique building issues. Special accommodations will be considered by the board and ARB. Please contact the Community Property Manager to discuss special needs.
- m. No unit may be combined with any other unit.
- n. No garage, deck, or patio may be converted to residential living space.
- o. No garage or parking space created on or in a unit may be changed, modified or used in such a manner as to prevent or impair its continued use for the parking of motor vehicles.
- p. All materials used in the maintenance, repair, addition and alteration of a home shall be consistent with those materials used in the original construction of the home as to color, composition, type and method of attachment.

- q. The established Lot drainage shall not be altered when alterations or renovations are performed to a home. All altered roofs shall drain to the ground solely within the deeded lot area.
- r. Bright untarnished copper and metallic surfaces shall be treated to reduce reflections.
- s. A protective underlayment must be used underneath dumpsters or any heavy equipment that is being used.

## 2. Additions

### a. Neighborhoods

- i. Additions will be allowed in the Classics, Estates, Villages, Fairviews and Meadows but **MUST** be submitted through the ARB and approved prior to any start of construction.
- ii. Additions will **NOT** be allowed in the Carriages, Towns and Village Towns.

### b. Pulte Addition Options

- i. An addition/option to the home that was offered by Pulte at the time a particular model was built will be reviewed and approved provided all other conditions outlined here are also met. This should be considered first when adding additional living space.

### c. Permissible Size of Unit Additions – The allowed size of a requested addition will be based on the following:

- i. All requests for new additions will be considered as to their impact on the architectural aesthetic impact on the particular neighborhood from which the request originates.
- ii. In making this determination, the ARB and/or Executive Board shall consider and/or compare the following:

**A. STEP 1:** The square footage of the first floor footprint of the largest Pulte model home, including any potential options (built or not built), that currently exists within the particular Applecross neighborhood from which the request originates will be determined. This will form the basis for comparison.

**B. STEP 2:** The square footage of the requested addition will be added to the existing home square footage, including any options (built or not built). This total must be equal to or less than the total square footage calculated for the model chosen in Step 1 above. **No approvals will be given for any requested square footage beyond the maximum allowed.**

**(Note:** This method of comparison provides for an equal basis of comparison when considering the overall architectural impact of the sizes of both homes in the neighborhood. It also means that an owner will maximize their ability to obtain living space by building out the original home options first.

### d. Addition Locations

- i. Fairviews, Meadows and Villages: Additions to Units in these neighborhoods are **ONLY** permitted in the rear of the home. Additions will **NOT** be allowed in the front or sides of the home. No changes to the front elevation/style/design of the home are allowed.
- ii. Classics and Estates: Additions to Units in these neighborhoods are permitted in the rear of the home. Additions on the side of the home will be permitted **ONLY** as provided by Pulte's original options offered. No changes to the front elevation/style/design of the home are allowed.

### e. Basement Additions Prohibited: Additions requiring basements to be dug out are **NOT** allowed.

### 3. Maintenance of homes

- a. All homeowners are required to maintain the exterior of their home to keep the siding free of mold, dirt, algae and debris.
- b. Homeowners will ensure that all surfaces of such devices or equipment, whether painted or color materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community.
- c. Damage to any home exterior must be remedied in a timely manner. Minor repairs should be completed in 6 weeks. When more extensive repairs are necessary, contact the Community Property Manager for direction and time limits.

### 4. Driveways

- a. Carriages, Fairviews, Meadows, Towns, Villages and Village Towns: Asphalt driveways are limited to the current delivered sizes and shapes and asphalt additions to these driveways are prohibited. See rule “c” for the only allowed modifications for these areas.
- b. Classics and Estates only: Asphalt driveways are limited to a reasonable size addition that **must be approved by the ARB**. If approved, the entire driveway **MUST** be sealed within one (1) year of the extensions completion.
- c. One (1) row “only” of pavers will be allowed down each side of a driveway in the Fairviews, Meadows, and Villages only to aid in stepping out of vehicles.
  - i. The maximum width of the paver or block is limited to twelve (12) inches measured perpendicular to the driveway.
  - ii. Colors may be the typical Belgian block gray/white or muted natural colors similar to those allowed in the front walk upgrades. The selected colors, as well as the overall project, **MUST be approved by the ARB**.
- d. Driveways must be maintained in good overall repair in the same way all structures on the property must be maintained. Potholes and cracks must be repaired, large damaged sections may need to be replaced and/or all of a driveway may need to be replaced. At the appropriate times, for larger repaired sections, the homeowner may be required to seal the entire driveway to bring the color to a uniform look along the entire driveway.

### 5. Garage Doors

- a. Detached homes may change their garage doors, including windows, **with ARB approval**; however, they must be similar to the original Pulte design (windows not allowed if they were not originally supplied at the time the unit was built). They must not have added hardware beyond the handles originally supplied (see c below for an exception).
- b. Attached homes **MUST** replace their garage door with the same style they originally had on the home (including windows if they had them).
- c. Classics and Estates: The garage doors may have additional design leeway; however, they may not be radically different than the original door. They may have windows. They may not have unusual heavy hardware, or for example, be made of wood.
- d. Garage doors must be maintained in good shape and properly painted white, except in the Village Towns where the color is Monterey Sand.

- e. When not in active use, garage doors should be shut. The must not be left open overnight.

## 6. Patios/Decks/Steps

- a. **NOTE:** *The Village Towns off of Bondsville Road have unique decks and steps built by Pulte and delivered in their own unique color combination which match the new siding colors. All new construction must match the identical color scheme and sizes. Many of the requirements below still apply. Exceptions which require conformity are noted with the "VT" for Village Towns. The VT specs are listed under rule "d" below.*
- b. All decks:
  - i. Composite deck material must be used; this includes the risers and treads.
  - ii. White hand rail/top rail with either black or white spindles must be used.
  - iii. All structural beams, posts, band boards, stair stringers must have pressure treated materials.
  - iv. All structural beams/column supports must be pressure treated wood and concealed with white vinyl wrapping or composite deck material. (except VT)
  - v. Lattice must be white in color. (except VT)
  - vi. No exposed wood is permitted. Painting exposed wood is not permitted. (except VT)
  - vii. All decks must be in the rear of the home.
    - 1. Carriages, Fairviews, Meadows, Towns, Village Towns and Villages: No decks or steps may be constructed which extend beyond a line created by the side walls of the home.
    - 2. Classics and Estates: Rule #1 should be followed; however, it may be reviewed on a case by case basis and allowed depending on specific angles, design concepts and proximity to neighbors. The ARB and HOA Executive Board's decision will be final.
- c. All steps:
  - i. Composite deck material must be used for all steps.
  - ii. Standalone stairs on the back/side of the home can have steel or wrought iron railings. The railings must be black or white in color (*exception VT – see below "d"*).
  - iii. All steps; stand alone or associated with a deck; **MUST** have white risers to match the white stringers (*exception VT – see below "d"*).
  - iv. All steps **MUST** be covered in the rear with matching, neutral, composite deck material as far down as practical. Exceptions are short steps at ground level where the rear is not visible.
- d. Specifications for Village Towns:
  - i. All composite material is by Timbertech and the color must be "Cedar".
  - ii. The rails are "Fairway – Landmark Vinyl Railing V100 Series" and the color must be "Khaki". (*This item is available at SWI on Rt. 322*)
  - iii. Privacy walls color must be "Monterey Sand".
  - iv. All structural beams/column supports must be pressure treated wood and appropriately painted per item v. below.
  - v. Any painted trim must be Sherwin Williams color "SW7506 Loggia Solo – Semi Gloss".
  - vi. Deck sizes on the Surrey model must be 10' deep x 20' wide.
  - vii. Deck size for the Adirondack and Cascades must be 10' deep x 8 ½' wide.

- viii. No gazebos or covered deck structures are allowed.
- e. All patios: Do not alter storm water intent by discharge of roof leaders or altering grade intent on the property. Excess spoils from excavation of patio area to be removed and disposed of properly.
- f. Storage of personal items on deck is limited to portable fire pits, barbeques, deck storage boxes, deck furniture and plants. All other items must be stored in the owner's home when not in use. No items to be stored underneath decks.
- g. Patio, deck and porch furniture must be well maintained and compliment the home's colors. No plastic furniture is allowed on the front porch.
- h. Decorative styles are approvable; HOWEVER, no animal, plant or character depictions allowed.

## 7. Privacy Screens

- a. Privacy screens are permitted for the purpose of separating adjacent decks/patios in the Carriages, Towns and Village Towns only.
- b. Privacy screens are **NOT** allowed in the Classics, Estates, Fairviews, Meadows and Villages.
- c. HEIGHT: May not exceed six (6) feet in height. Maximum height measured from the finished ground elevation/finished deck flooring to the highest point of the submitted screen.
- d. LENGTH: May not exceed ten (10) feet and may not extend past the outer boundary of the patio or deck.
- e. MATERIALS: Composite materials, vinyl, or vinyl wrapped pressure treated wood are the only materials permitted.
- f. Privacy screens must be built with materials that harmonize with external designs of the residence and should be white in color. (exception VT)
- g. Privacy screens are not to unreasonably obstruct the adjacent homeowner's view of the community owned property. For all privacy screens, the applicant must submit a signed and dated letter from the owner of the adjacent home. These letters will not supersede the final decision of the ARB committee or Executive Board.
- h. Privacy screens intended to create full separation between adjacent properties are not permitted. Refer to **Walls/Fences** for approved fence design specifications for your home.

## 8. Roof Shingles

- a. Minor repairs: When homeowners experience the intermittent loss of a few shingles and require replacement, they should use the appropriate shingle type and color made by IKO to EXACTLY match their existing roof shingles installed by Pulte. The color throughout the development is 'Weatherwood'. In some areas of the development a traditional, 'flat strip' shingle was used, while in other areas a heavier 'dimensional' shingle was used. It is important to exactly match the type and color to avoid an obvious 'patched' appearance.
- b. Major repairs: Original shingles used in many areas of Applecross are not wearing well, particularly in high wind conditions. Therefore, the Board has made a decision to require that all larger roof repairs/replacements use a higher quality shingle that is heavier, aesthetically more pleasing, provides fungus protection and carries a much better warranty. The color **must also match** the existing shingles to insure a uniform community aesthetic.

The use of these shingles should be reserved for situations when there is a need or desire to fully replace a roof **or** to replace all of either a front or rear roof elevation. The selected shingles to be used are "CertainTeed Landmark Weatherwood Shingles". *(This item is available at J&L in Frasier and Superior Distributions in West Chester).*

- c. Architectural/Dimensional, luxury, and designer shingles with different styles/shapes are not allowed.
- d. Any damaged or missing shingles must be replaced immediately and properly fitted into existing shingles.
- e. Homeowners are required to maintain their roofs to the same degree the rest of the house is maintained. There are 5 signs a roof needs replacing: curling or clawing shingles, missing granules and bare spots, broken or missing shingles, buckling shingles, or damaged flashing. If the homeowner does not take proper action, the HOA can require this to be done.
- f. Applying new shingles over existing shingles is not permitted. All old shingles, all freeze barriers, and all felt must be removed. Shrub beds and lawns must be protected and all debris and nails must be removed and hauled away.
- g. Felt should be #30 lb. or a synthetic paper for underlayment. Ice and water guard on the bottom eaves and in the valley areas is required.
- h. All roofs must have drip and side edging.
- i. Ridge vents should go end to end but the opening should be about twenty-four (24) inches from the end.

## **9. Walls/Fences/Electric Fence**

### **a. FENCES**

- i. Fences/Electric Fences are NOT allowed in the Carriages, Fairviews, Meadows, Towns, or Village Towns.
- ii. Fences/Electric Fences are allowed in Classics, Estates and Villages, but must be approved by the ARB.
  - 1. These may only be installed along and/or to the rear of a line created by the rearmost wall of the unit. They are not allowed in the side yards or front yards.
  - 2. Only wrought iron or aluminum type "wrought iron" fencing is allowed.
  - 3. The height may not exceed six (6) feet.
  - 4. Electrical pet fences may be installed by owners to restrain pets, but such fences may only be installed along and/or to the rear of a line created by the rear most wall of the unit. They may not be located in side yards or front yards. All electrical fences must be installed underground. The electrical fence must be installed, maintained, repaired, replaced, removed, serviced, used by, and at sole cost, risk and expense of the homeowner.
- iii. No fence of any kind may be installed within fifteen (15) feet of the golf course. No gates to access the golf course are permitted.
- iv. No alterations, changes or additions shall be allowed to walls or fences constructed by the builder or adjacent lot.
- v. No post or rail type fencing is permitted.
- vi. No chain link or similar material is permitted.
- vii. Variances in fence height may be granted by the ARB for walls adjacent to public rights of way.

- viii. If a fence is to be built on a common property line, letters from neighboring homeowners must be obtained stating their agreement to the construction/modification of the fence. Such letters must be submitted at the time of the request to the ARB. These letters will not supersede the final decision of the ARB committee or Executive Board.

**b. WALLS**

- i. Walls are allowed in the Carriages, Classics, Estates, Fairviews, Meadows, Towns, Villages, and Village Towns and **must be approved by the ARB**.
- ii. Walls may only be installed along and/or to the rear of a line created by the rear most wall of the unit. They are not allowed in the side or front yards.
- iii. No alterations, changes or additions shall be allowed to walls or fences constructed by the builder or adjacent lot.
- iv. Maximum height of any walls must not exceed thirty (30) inches as measured from the finished ground elevation on the highest side of the submitted wall.
- v. Cut or fill slopes along the exterior of the wall must be smooth and taper gradually to match existing grade.

**10. Wood Safety Barriers** – (The temporary pressure treated wood safety barrier placed by the builder across rear exit doors to prevent accidental falls. The construction of these is not intended for permanent use and does not meet general ARB design standards for outside home additions.)

- a. Once the unit with the existing wood safety barrier becomes one (1) year old from completion, the HOA recommends removing the above described barrier and replacing it with a proper deck, steps, or impervious surface which will provide a safe rear exit from the home. Homeowners should refer to Rules Section 1 for all design requirements of these structures. **Note:** These rules specify different colors for the Village Towns, please read carefully.
- b. If a homeowner does not build the steps, deck or impervious structures recommended in rule “a” above, the homeowner must remove the temporary barrier and replace it with a white composite material suitable for “railing” and if the location is in the Village Towns the composite material must be Monterey Sand in color. Further details about color and construction details may be found under Rules Section 1.
- c. Homeowner must submit an ARB request for design approval. Please call the Community property manager for details.

**11. Lighting**

- a. No ornamental lighting is permitted in mulch beds (i.e. decoration lighting during non-holiday times).
- b. Walk lighting may only be used on one side of the walkway leading from a homeowner’s driveway to front door and the lights must be spaced at least five (5) feet apart. These may be solar lights or hard wired (120V or 12V connected to the home electrical system).
- c. All light fixtures must be properly maintained, equal height and equal distance apart.
- d. No lighting is permitted on either side of the driveway leading from street to garage.
- e. Accent lighting (landscape up-lighting and other forms of architectural lighting) must be hard wired (120V or 12V connected to home electrical system) and fixtures must be concealed by shrubbery. This type of lighting may **NOT** be solar.



- f. All fixtures must be incandescent, halogen lamps, CFL, or LED with a brightness level less than 60 watts.
- g. Deck/Patio lighting will be reviewed along with a homeowner's deck/patio ARB request.
- h. Colored lighting is not permitted anywhere on the exterior of a home. Colored lighting may only be used during the holiday season and must follow the duration rules listed under Holiday Decorations, please see Section 4.

## **12. Pools**

- a. Pools are only allowed on the Estates and Classic homes. Consideration must be given in designing pool and spa areas to provide privacy for the owner and neighbors.
- b. All pools/spas must be located in the rear yard only.
- c. All pools/spas must be of the in-ground type, EXCEPT that the above ground spas may be permitted if the spa will be adequately screened from street view and the view of the neighboring property, including Common Area.
- d. Above ground spas must be of the hard shell type. They must be installed on a patio or deck and must have a locking cover in place. The cover must be locked when the spa is not in use.
- e. Pools/spas must be enclosed as required by East Brandywine Township Code.
- f. Automatic closures are required on gates leading to pool areas.
- g. All ground mounted spa equipment must be screened from street view and from the view of neighboring property. Screening must be at least one (1) foot higher than the equipment. Such screening structures must be set back from the equipment according to Manufacturer's recommendations or, if no recommendations are available, must be placed a minimum of three (3) feet away from the equipment, to allow for adequate air circulation.
- h. If the setback requirements for a lot would prohibit the construction of a screening structure as provided herein, a landscape buffer may be approved by the committee as an alternative.
- i. Portable children's pools are allowed in the rear yard only and must be emptied and stored indoors at the end of the day. Residents are responsible for any damage to the turf area where said children's pool is located. Immediate repair and restoration of said turf will be expected.

## **13. Screened Porches**

- a. See Section 1 "Additions Defined" (page 7)

## **14. Security/Screen/Storm Doors**

- a. Screen fabric must be dark brown or black.
- b. Doorframes must complement the color of the home.
- c. Full-view white doors are permitted.

## **15. Windows/Window Coverings**

- a. Mirrored surfaces and all treatments that change an ordinary glass into a mirrored surface are prohibited. Gray or bronze glass can be used to minimize reflectivity. Non-mirrored window tinting is permitted, but must be approved by the Architectural Review Board.
- b. Window treatments (blinds, backs of curtains, shutters) that are white, off white or natural solid wood colors shall be permitted.



- c. Window treatments are to be maintained properly. Broken blinds/missing slats, shades and curtains hanging crooked in the window, etc. are not permitted.
- d. Storage of boxes and other miscellaneous household items in front of windows, that are visible from the outside, are not permitted. If this is desired, an appropriate window covering is needed.
- e. Stickers, gel stick ups, and other forms of suction cups must follow the Holiday Decoration rules in Section 4.
- f. Replacement window architectural styles must be consistent with those originally supplied with the house.

#### **16. Drainage and Irrigation Drains, Pipes and Systems**

- a. All pipes and/ or drains that emerge from any home must be buried within 2 feet of the location where they emerge from the home. Homeowners are encouraged (and may be required) to consider 'buried' extensions in situations where pipes/drains are carrying heavy water loads that are causing erosion, turf damage and/ or extended periods of wet turf, or may pose potential damage to the home. Any configuration that is used must be easily maintainable by landscapers, not pose a tripping hazard, nor cause any turf erosion or standing water. All pipes and drains should be buried a minimum of 6 inches below (measured from ground level to the top of the pipe or drain). The surface grading should be preserved. Water from sump pumps, rain gutter systems and other impervious surfaces (i.e. patios and decks) must be handled in such a manner that it does not negatively impact nearby homeowners, common ground, or storm water facilities. Proposed solutions must be submitted for ARB approval.
- b. Temporary use of above ground extensions for up to three (3) months is permitted for emergency uses, or to allow time for underground placement. Permanent use of such extensions is not permitted. Sump pumps and rain gutter extensions must be placed in such a way that water is not diverted to an adjacent lot.
- c. The use of underground drip irrigation systems, rather than spray type systems, is encouraged.
- d. Spray irrigation should be limited to turf areas because of its inefficiency and the effect it has on the microclimate.

#### **17. Ancillary Equipment**

- a. Air conditioning privacy fencing must be white or match the color of the home's siding, having a maximum height of four (4) feet at the highest point of grade. Fencing must be vinyl material and must maintain manufacturer's minimum clearance from unit to object so as to not void the unit's warranty.
- b. Permanent standby generators require ARB requests. Consideration will be based on relative size, location, and aesthetic, noise, and exhaust impact on applicants unit as well as neighboring unit. Proposed installation specs must be supplied.

## Section 2

### Solar Panel Rules

**Every item in this section requires a request to the Architectural Review Board (ARB). Please see Section 7 for application and approval process. Once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance.**

The laudable goal of saving energy and incorporating equipment and systems into and onto homes has resulted in increased interest in the installation and use of solar energy devices and equipment. The Association does not want to prevent use of such devices, but feels it is important to ensure that such equipment is reasonably controlled as to appearance and location of installation, so as to protect neighbors and the community as a whole from unsightly equipment and/or installation. Accordingly, the purpose of these rules about solar energy devices and equipment is to reasonably control use and location to protect home values and aesthetics in the community, without preventing their use.

1. Due to the high density of areas of our community, solar panels will only be allowed in the Classics and Estates. This could change upon special request or when landscaping in the community has matured.
2. Installation Guidelines
  - a. Detailed plans for installation and place of any solar panel/energy device must be submitted to the ARB and the township for review and receive written approval from the ARB and township prior to such installation.
  - b. Homeowners must check with Pulte and their insurance company prior to installation of devices for how such installation may impact their roof warranty or other aspects of their structure. Neither the ARB nor the Association is liable for roof damage or for effects to roof warranties that may occur upon installation of solar panels.
  - c. All installations and maintenance work shall be performed only by contractors who meet all of the qualifications, certifications and liability insurance requirements defined by any local, county, state, or federal governing body. Each contractor must have a PA home improvement contractor registration number (e.g. PAHIC#12345) as required by the PA Home Improvement Consumer Protection Act of 2008. The PAHIC number and proof of required insurance must be submitted with the original ARB request.
  - d. Only roof-mounted solar panels are permitted. Their installed location must not be seen from the street. The Association realizes that for any house located on corner lots where the back of the house/roof is visible from a side street, that installation of such devices on the back side roof may still be visible from the street abutting the side of owner's lot; installation on the back roof side of the house under these circumstances will not be considered a violation of these rules.
  - e. Roof-mounted systems must be installed so that the panels are flush mounted and centered on the backside of the house roof if sufficient space is available.
  - f. The solar panels should be installed as far back as possible to the rear of the house. The front slope of the roof of the house or garage may not be used.
  - g. If an alternative placement location is necessary in order for the energy device to reasonably work as intended, so that any loss of efficiency or capability is no more than ten (10) percent, the ARB must consider the ability of the device to properly work regarding its location. If the location which would be required under these rules would result in the device losing ten (10) percent or more of its efficiency or energy generating

capability, then the ARB should approve the Owner's prefer location if that location is truly necessary under the factors set out in this subsection.

- h. Solar panels should be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with slope of the roof. Solar units must not break the ridgeline.
- i. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
- j. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ARB.
- k. All roof-mounted equipment must match the color of the roof material. Exposed surfaces such as any frame or supports for panels but excluding the exposed collector panel face itself must be painted to match, or the color of the materials used must match, the surface on which it is mounted.
- l. All exterior plumbing lines shall be painted to match, or the color of the materials used must match, the color of adjacent roof material and walls. Aluminum trim if used and visible should be anodized or otherwise color treated to blend into the surroundings as much as possible.
- m. Homeowners will ensure that all surfaces of such devices or equipment, whether painted or color materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community.

## Section 3

### LANDSCAPE RULES

Every item in this section requires a request to the Architectural Review Board (ARB). Please see Section 7 for application and approval process. Once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance.

Landscape within the front and backyard can be upgraded and personalized from what the builder installed initially within the home lot lines, **but requires ARB approval**. All landscape improvements installed/upgraded by the homeowner must be watered, weeded, fertilized, treated, mulched, pruned, moved, removed, replaced and maintained by, and at the sole cost and expense of the homeowner who installed them.

Homeowners are reminded that any additional mulch beds created, **once approved by the ARB**, become their responsibility to maintain up to the original rules and regulations including the required additional fresh dark brown or black mulch. In addition, homeowners are responsible for the maintenance of any plants in these mulch beds, including irrigation, pruning and removal of dead growth.

#### 1. Landscape – Maintenance

- a. Grass should be maintained regularly to a height of three (3) to five and one half (5 ½) inches. All other grass must be trimmed where it meets sidewalks, driveways, house, and any other items allowed in the yard and should be done at the time of each mowing.
- b. Lawns must be maintained and seeded to prevent crabgrass infestation, bare areas and damaged turf. If turf must be disturbed or is damaged for any reason, it should be quickly remediated.
- c. Where grass cutting and trimming is provided by the HOA, no flowers, flower pots, trees, rocks, landscape ornaments, metal stakes, pet stakes, shepherd's hooks, portable charcoal grills, portable fire pits, or shrubs may be placed in the grass areas. Grills cannot be placed on mulch; they must be on a deck or patio.
- d. Where grass cutting and trimming is provided by the HOA, homeowners must insure that all solid pet waste be removed from the grass and mulch beds.
- e. All outside hoses must be wound up every night. They can be stored in a hose box or hung up. They may not be left thrown onto steps, porches, grass, driveways, etc. Hose reels and hose storage boxes are not allowed in driveways, in the grass in front of the home, or in the front shrub/mulch bed UNLESS the hose bib is located there and none exist on either side of the home. If a hose reel/storage box is in the front mulch bed, it MUST be hidden behind a shrub and not visible from the street.
- f. A maximum of three (3) pots are allowed in the front houses (six (6) in Classics and Estates)
  - i. **Location:** Singly placed in strategic spots such as porch, next to bottom steps in mulch, or either side of driveways in mulch (not in grass). Pots are not allowed sitting in grass or mulch beds anywhere along the sides or rears of houses and must be on patios and decks if in the rear. Pots are not allowed sitting along walks or actually in the shrub beds (exception – see rule g below).
  - ii. **Type:** All pots must be of substantial quality and size. They must not be common nursery grade pots designed for nursery stock or small indoor plant

- pots. The sizes of pots should be designed for hanging basket use or for making a decorative statement in front of a home.
- iii. **Color:** Pots should be of tasteful neutral tones that blend well with the house décor (such as, but not limited to, black, grey, white, bronze, brown, tan, dark green, and shades of blue/grey).
  - iv. **Plants:** All pots must contain healthy, well maintained plants. Unhealthy and dead plant material should be removed/replaced immediately. Empty pots/containers should be stored inside.
- g. Shepherd hooks and decorative wrought iron pot stands/holders are allowed in mulch beds only and only when holding a pot. They must be removed immediately when the pots are removed. Each one of these will count as one of the previously mentioned three (3) pots allowed (six (6) in Classics and Estates). Also, if these shepherd hooks or pot stands/holders are located in the mulch bed, they will count as one of the four (4) ornaments allowed in the bed (eight (8) in Classics and Estates).
  - h. All street trees should be pruned up to a minimum height of seven (7) feet to allow for safe pedestrian and street traffic movement.
  - i. All homeowners must remove dead trees and shrubs promptly and replace within sixty (60) days, weather permitting. If a homeowner replaces an item with the same item, no approval is required. Management must be consulted before the replacement of any street tree.
  - j. Mulch
    - i. Classics, Estates, Villages: Homeowners are required to maintain their own lawns and mulch beds. Mulch beds must be free of weeds and grass and must be edged and trimmed. Two (2) to three (3) inches of fresh black or dark brown mulch should be freshly applied to front beds each spring prior to June 1<sup>st</sup>. Similar mulch should be applied to all side and rear beds at least bi-annually. Any deviations must be approved by the ARB committee.
    - ii. Carriages, Fairviews, Meadows, Towns: The HOA provides mulch each spring for all front mulch beds and street tree rings. At the time mulching is completed, weeding of these beds will also be completed. Homeowners are required to keep these mulch beds free of weeds and grass throughout the season as needed.
    - iii. Street tree rings on either side of the street are to be mulched only. They must be free of all flowers, plants, containers or any other materials.
  - k. Shrubs
    - i. Carriages, Fairview, Meadows, Towns: The HOA provides pruning each spring in the front mulch beds.
    - ii. Classics, Estates and Villages: Where homeowners are required to maintain their own shrub beds, the shrubbery and all other plants should be maintained and pruned yearly so that the shrubs maintain their individual shapes, they are trimmed back from the bed edges and mulch is visible. Heights of shrubbery should be kept in relation to home structures such as windows, porches, etc. Dead shrubs must be removed and replaced.
    - iii. Any homeowner who opts out from HOA maintained areas is responsible for shrub maintenance.
  - l. Grills may be kept on ARB approved patios and decks. They should, otherwise, be stored in a garage. Their storage and/or use on grassy or mulched areas is prohibited.

- m. On lot drainage from a home's gutter system and sump pump systems are the responsibility of each homeowner. Drain spouts should empty onto a splash plate or large flat stone to disperse water in such a manner that erosion and standing water is avoided. No above ground drainage piping should be used. If excessive drainage is an issue, an alternative drainage system should be designed and submitted to the ARB and Executive Board for review and approval. Water discharge from individual lots should not negatively affect other lots, common area or properties adjoining the community.
- n. Mailboxes:
  - i. Fairviews, Meadows, Villages: Due to the high density of the area and homes, mailboxes must be maintained in the original design and black color. Mailboxes and posts must be painted periodically to maintain a fresh appearance. Nothing is to be attached to the mailbox, post or beside it. The mailbox must be forty (40) inches in height measured from the bottom of the mailbox to the ground. The front of the mailbox must be four (4) inches from the street side of the curb per the township guidelines. A homeowner is permitted to place a mulch ring around the mailbox; however it must be free of all flowers, vines, pots, etc. to the same standard as mulched tree rings. This is to protect the visibility of the house address numerals for emergency situations.
  - ii. Classics and Estates: Mailboxes must be maintained in the original design and black color. Nothing is to be attached to the mailbox, post or beside it. If a homeowner wants to change the appearance, a request to the ARB must be completed. The mailbox must be forty (40) inches in height measured from the bottom of the mailbox to the ground. The front of the mailbox must be four (4) inches from the street side of the curb per the township guidelines. A homeowner is permitted to have a mulch ring around the mailbox. Planted flowers are allowed in the mulch ring; however the visibility of the house address must not be compromised for emergency situations.
- o. Street numbers should be easily visible at all times and immediately replaced if damaged or missing.
- p. Homeowners should confine their landscape activities to their own lots, unless recognized by the Executive Board to do so.
- q. The exterior of homes (including decks, patios and porches) should be kept neat and orderly. Residents are expected to pick up trash items in every part of their yard all the way to the street. Items such as, but not limited to, paper, candy wrappers, plastic bottles, broken plastic, glass, etc. should be disposed of in their trash cans. Trash on lawns interferes with lawn and mulch bed maintenance where HOA lawn services are provided. The following items, such as, but not limited to: garden supplies, garden tools, snow shovels, sleds, empty pots/containers, sports equipment, children's toys, clothing, footwear, towels, etc. should be stored within the home unless in active use.

## **2. Landscape – Design**

- a. Classics and Estates: Hedges can be used to define the property in place of a fence on the rear lot only. Hedge plants can be evergreens with small leaves or densely branched deciduous shrubs.
- b. No flowers shall be planted closer than two (2) feet from the sidewalk or street, and no tree or shrub where it will grow past the homeowner's property line.
- c. Homeowners are permitted to plant flowers only in original mulched beds provided by the builder and ARB approved mulched beds.

- d. The selection of trees, shrubs and plants are subject to ARB approval. See Appendix A for prohibited plant list.
- e. All trees and shrubs should be planted so that their anticipated full growth drip line is within the homeowner's property boundaries.
- f. All mulched shrub beds must be edged.
  - i. Carriages, Fairviews, Meadows, Towns and Villages, Village Towns: Outlining mulch beds is NOT permitted. Where certain landscaping and drainage issues are present, requests will be reviewed on a case by case basis by the ARB committee and the Executive Board.
  - ii. Classics and Estates: Outlining mulch beds must be approved by the ARB committee. Concrete, stone, brick that complement the color of the home/landscape may be used. They must be set at a minimum of 3" under grade.
- g. Landscape ornaments are allowed but must be less than twelve (12) inches in height and **must be placed in mulch beds only**. Decorations/Ornaments may not be hung on siding, columns, stucco and similar house structures.
  - 1. Classics and Estates: A maximum of eight (8) landscape ornaments in the front and eight (8) in the back. These landscape ornaments must be placed in the mulch beds.
  - 2. Carriages, Fairviews, Meadows, Towns, Villages: Due the high density of the area and homes, a maximum of four (4) landscape ornaments are allowed in the front and four (4) in the back. These landscape ornaments must be placed in the mulch beds.
  - 3. Any landscape ornament over twelve (12) inches in height, requires ARB approval and are generally not encouraged for front mulch beds areas.
  - 4. Rocks and stepping stones are considered lawn ornaments.
  - 5. In honor of our service men and woman on active duty, the family/unit of such individual(s) is allowed a single yellow ribbon/bow attached to any tree on their property until such time as they return, at which time it should be removed. No other items, bows, or colors of ribbons for other causes are allowed without ARB approval.
- h. Vegetable/fruit bearing plants and vegetable/fruit gardens are permitted if NOT visible by neighboring properties. Small containers/pots of fruit/vegetable plants are permitted on a homeowner's deck or patio. No material for such planting is permitted to grow over the edge of the deck.
- i. No pots, planters or baskets may rest on deck railings. Any containers must be secured to deck railings by over the railing hooks or inconspicuous removal tie down straps. No plantings are permitted to grow over the edge of the deck.
- j. No other miscellaneous materials such as, but not limited to, cement blocks, pallets, wood, unused construction materials, etc. may be maintained anywhere around the outside of the home or under a deck. (See SRB section for special instructions during ARB approved construction periods.)

### 3. Snow Removal

- a. Classics, Estates, Fairviews, Meadows, Towns, Villages, Village Towns:
  - i. Homeowner is responsible for clearing and salting driveways.

- ii. Homeowner is responsible for clearing sidewalks immediately in front of home and the sides of the property (corner lots only), and lead walks (from driveway to front door of home) within forty-eight (48) hours of snowfall/ice ending.
  - iii. If snow/ice is not removed within forty-eight (48) hours, the Association will have snow/ice removed and bill the homeowner accordingly.
  - iv. Homeowners should take care that they do not place snow from their properties in the street, on neighbor's properties or common areas.
- b. Carriages: The HOA is responsible for all sidewalks, driveways and lead walks. Homeowners should insure that their sidewalks, driveways and lead walks are clear of vehicles and any items that would interfere with snow removal.
- c. All common areas are cleared by the HOA.
- d. Homeowners must remove all vehicles from the street and overflow parking areas just prior to the start of any snow or ice storm to allow for safe and effective snow removal. Vehicles can be returned to these areas for parking when the areas have been cleared and the precipitation has ceased.
- e. During snow periods, homeowners should place trash receptacles in such a manner that snow removal is not impeded. Information regarding changes in the trash service due to inclement weather can be found on the East Brandywine Township website.
- f. Placing snow into the street, common areas or overflow parking spots is NOT allowed. If a homeowner is placing snow into any of these areas, they will be fined, starting at \$100.



## Section 4

### GENERAL RULES

Some items in this section require a request to the Architectural Review Board (ARB). Please see Section 7 for application and approval process. Once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance.

#### 1. Barbecues/Fire Pits/Fireplaces

- a. Built-in barbecue units, fire pits and fireplaces must be contained within the rear yard patio/courtyard and must be designed as an integral part of the home. **These must be approved by the ARB.**
- b. Homeowners' must locate chimney elements to avoid obstruction views from inside the house or from adjacent properties. The adjacent homeowner must consent. Letters must be obtained prior to and enclosed with the submittal of a review request. The letters will not supersede the final decision of the ARB committee.
- c. For portable fire pits/grills, please see Section 3.1.c.

#### 2. Basketball Hoops/Goals

- a. Permanent basketball hoops are only permitted in the Classics and Estates **require ARB approval.**
- b. Portable basketball hoops (large units with weighted bottoms) may be used in all other areas except for the Village Towns due to the compressed nature of these units.
- c. As a courtesy to your neighbors, basketball hoops may only be played during daylight hours.
- d. For safety reasons, please do not play basketball on the streets, overflow parking, sidewalks or other common areas. Play must stay on the homeowner's property.
- e. They must be in good condition and repaired/maintained with the net in good condition at all times.
- f. Poles and assemblies must be black, white or a color complimentary to the house color scheme. Backboards must be white, transparent or a color complimenting the color scheme of the house.
- g. Permanent basketball hoops must be installed on a pole of a size meeting the installation requirements.
  - i. A permanently installed basketball hoop must be of sound structural condition, rust free and neat appearance at all times.
- h. Portable (large units with weighted bottoms) basketball hoops:
  - i. SPECIFIC LOCATIONS:
    1. Village Towns: Not Allowed.
    2. Classics and Estates: The basketball hoop should be located as far back on the driveway as possible to reduce the impact on the neighboring views from front yards.
    3. All Other Areas: The basketball hoop must be located in the driveway, on the asphalt, directly in front of the garage door within two (2) feet of the door or less. The rear of the backboard must be facing the house (parallel to the house) and the front of the backboard and hoop will be facing the street (or side yard in the case of some end units with turned garages.)

- ii. Portable basketball hoops must remain on the homeowner's lot and may not be used on the street, sidewalk or common areas.
- iii. Portable basketball hoops must be stored inside when not in use for extended periods of time (winter season, vacation, etc.).
- iv. Portable basketball hoops must be stored in a safe manner in the event an anticipated storm is approaching that could present enough wind to move or topple the net.
- v. The portable basketball hoops base must be filled with the proper amount of material per manufacturer's instructions to safely stabilize the assembly. Items NOT permitted: sand bags, tires, cinder blocks, or any other material to that effect.

### **3. Fireworks/Sparklers**

- a. Due to the high density of the area and homes and high risk of fire potential, only small sparklers, fountains, wheels/spinners, novelties and other devices containing extremely small amounts of powder are permitted for use on the homeowner's property.
- b. None of the above are permitted for use on the common facilities, controlled facilities (this includes the sidewalks, street and walking trails) and limited controlled facilities.
- c. All trash from fireworks must be immediately picked up and disposed of properly.

### **4. Flags**

- a. Homeowners must use brackets mounted on the house or garage to display flags. The appropriate location for these are on the garage trim next to the door, or a porch column on the front of the house.
- b. Permitted flags: USA (limit of one), Commonwealth of Pennsylvania (limit of one).
- c. Flags are not permitted to be attached to mailboxes or posts.
- d. No other flags permitted without approval from the Executive Board per the Governing Documents.
- e. Small garden flags are allowed in mulch beds near the home. A limit of two (2) for each home is allowed.
- f. The large semi-circle centennial banner is not a flag and should follow Holiday Decorations rules.

### **5. Holiday Decorations/Any Other Decorations**

- a. No inflatable decorations are permitted for any holiday, event or season.
- b. In order to accommodate major end of the year holidays, decorations may be displayed from October 15<sup>th</sup> until January 15<sup>th</sup>.
- c. All other holidays, including religious events, decorations may be displayed two weeks prior to the holiday and must be removed no later than one week after the holiday.
- d. No decorations from one holiday are to overlap with another holiday.
- e. Long term permanent decorations may be displayed on a homeowner's door only. These decorations are to be of the wreath or small plaque variety. Ultra large decorations which cover the entire door or multiple doors and those with signage on them are not permitted. In addition, small decorations across the top of a door are permitted but these should be limited to small areas above the door only and color choices should be complimentary to the home.
- f. Seasonal (winter, spring, summer, and fall) wreaths may be displayed during each season on a homeowner's door only.

- g. All holiday wreaths (including Christmas) must follow 4c and can only be hung on a homeowner's door. Holiday and Christmas wreaths are **NOT** permitted on any other exterior location.
- h. No decorations are allowed on or near the homeowner's mailbox.

## 6. Leasing/Rental Agreements

- a. Homeowners who lease their units are required to have a written lease agreement between themselves and their tenant. A copy of this written lease must be sent to the Management Company with the tenant names and phone numbers **PRIOR** to the tenants taking occupancy.
- b. A lease may not be less than twelve (12) months.
- c. Every lease must include the following conditions which must be stated in the lease:
  - i. That the tenant received a copy of the Governing Documents (Master Declaration and the Rules and Regulations) and the tenant acknowledges and agrees that any breach by the tenant of the Governing Documents is a breach of the lease.
  - ii. The failure of the tenant to comply with the terms and conditions of the Governing Documents will be a default under the lease.
  - iii. That the owner and tenant acknowledge and agree that if the tenant breaches the Governing Documents, fines may be levied against the homeowner.

## 7. Pets

- a. Pet owners should be aware that Applecross homeowners own their property "fee simple" all the way to the Belgian block beside the road on both sides of the road. The grass area between the sidewalk and the road, including the sidewalk, trees, and mulch, is the responsibility of the homeowner to maintain. Residents have the right to pass through this property on the sidewalk only. Please respect and comply with the homeowner if they request kindly that your dog not use any of their yard for bathroom purposes.
- b. Homeowners may not have more than three pets.
- c. Homeowners may not have, breed, or house any vicious or venomous animals, livestock, reptiles, pets, fowl or poultry of any kind anywhere in this community, including their own property.
- d. Pets must be leashed at all times (exception stated below in 6e). The leash must be held at all times by a person capable of controlling the pet. The leash may not exceed six (6) feet in length.
- e. If a homeowner has a fenced rear yard or electrical fence, your pet may be unleashed. No pets may be tied outside and left alone without a fenced yard.
- f. Pet waste must be picked up immediately and discarded properly into the homeowner's trash receptacle that has a cover. The trash receptacle must follow the same rules as Section 4, item #13.
- g. No plastic bags with pet waste shall be left in yards/driveways/front porches/patios/decks or in open containers of any kind.
- h. Please follow East Brandywine Township ordinance:  
<http://www.ecode360.com/32371277> and adhere to the limit of ten (10) minutes or less for a pet to make any noise continuously and/or incessantly or make noise intermittently for one-half hour or more which results in a noise disturbance to any

person at any time of day or night regardless of whether the animal is on private property.

## **8. Parking**

- a. Homeowners/renters and their guests (personal and professional) must follow all posted traffic signs including stop signs, parking signs and posted speed limit signs.
- b. The Association has the right to tow any vehicles in violation or vehicles parked on the common area without notice and at the owner's expense.
- c. Vehicles may not be parked on both sides of the street as it makes the road nearly impassable for emergency vehicles. Please follow the posted parking signs.
- d. No vehicle shall be parked on the common area, common facilities or controlled facilities in such a manner as to impede or prevent ready access to any entrance to any home, nor to the overflow parking areas, driveways, sidewalks, and roadways.
- e. No vehicle shall be parked on a sidewalk.
- f. No vehicle shall be parked on the common area, common facilities, or controlled facilities, which does not fit entirely within one parking space.
- g. Homeowners may not park more than one vehicle per home in the overflow parking or road overnight. The street and the overflow parking are not for long term parking. A homeowner must utilize their own driveway/garage for parking of their vehicle.
- h. No vehicle which is in disrepair, leaking any fluid, fuel, lubricant, coolant, refrigerant, or oil may be operated or parked on the common area or common facilities.
- i. No unlicensed motor vehicle of any type, no vehicle with expired inspection stickers, or any unregistered or uninspected vehicle, shall be parked or left in the common areas or common facilities.
- j. No motor vehicles, trailers of any kind, mobile homes, motor homes, campers, buses of any kind, boats, water craft of any kind, may be parked anywhere on the common area, common facilities, controlled facilities or any lot as a residence or place to sleep.
- k. No trailers of any kind, including any water craft, Ski-Doos, mobile homes, motor homes, campers, buses of any kind shall be parked overnight, stored, or left unattended, anywhere on the common area, common facilities, or controlled facilities.
- l. No boat trailers, boats, recreational vehicles of any kind, or vehicles more than twenty (20) feet long shall be parked overnight, or stored or left unattended, anywhere on the common area, common facilities or controlled facilities without prior written approval from the Executive Board.
- m. No unlicensed motorcycles, trail-bikes, mini-bikes, Ski-Doos, snowmobiles, dune buggies or any other unlicensed motorized recreational vehicles of any type may be operated on the common area, common facilities, controlled facilities or club easement area.
- n. No vehicle of any type which makes broadcasts, emits any noise, or emits a foul odor may be used, maintained, kept, or operated by any homeowner or occupant on the common area, common facilities, or controlled facilities.
- o. No commercial vehicles of any type, no vehicles which have a load bearing capacity, as stated by the manufacturer, in excess of 1500 pounds, no vehicles which are more than twenty feet long, and no unlicensed or unregistered vehicle of any type shall be permitted to remain overnight on the property, except:
  - i. Except for commercial vehicles operated by the Declarant, or the Declarant's agents, employees or contractors.
  - ii. Association agents, employees or contractors engaged in operating vehicles to maintain the property.

- iii. Persons engaged in making deliveries or pickups on the property.
- p. Materials are not allowed to be left on common property, overflow parking areas or the street.

#### 9. Permanent Swing Sets/Play Equipment

- a. These are only permitted on the Classics, Estates and Village homes and **must be approved by the ARB.**
- b. Wooden sets must be maintained with a natural non-colored wood preservative.
- c. The set cannot exceed twelve (12) feet in height.
- d. The playset must be solid, earth-tone colors (with the exception of slides or injection molded plastic parts).

#### 10. Portable Play Sets/Sports/Riding Equipment

- a. Larger items, such as, but not limited to: brightly colored plastic play sets of all kinds, bulky sports equipment, various portable children's toys (i.e. toddler play houses, sand boxes), soccer goals, volleyball or badminton nets, etc. may not be used in front yards. These are appropriately used in back yards only.
  - i. Carriages, Fairviews, Meadows, Towns, Village Towns: These toys **MUST** be removed from the rear yard and stored in the owner's home each night. These toys should always be stored inside if not in daily use.
  - ii. Classics and Estates: These toys may be left in the rear yard when not in active use if they are not visible to neighboring lots.
- b. Smaller outside toys, such as, but not limited to: bicycles, scooters, balls, frisbees and all other small yard toys may be used in the front of homes as well as in the rear yards.
  - i. All of these smaller outside items **MUST** be stored inside the home when not in active use (when children or adults are not actively riding the various toys, playing the games, or using the yard toys they should be brought up to the house or garage and stored inside). At no time should they be left on common grounds, sidewalks, overflow parking lots, or streets. These toys can become a tripping hazard for people in these areas, and they interfere with lawn and mulch bed maintenance where HOA lawn services are provided.

#### 11. Satellite Dishes/Antennas

- a. Satellite dishes or antennas can only be installed on a homeowner's property and **must be approved by the ARB.**
- b. Sizes of above shall be smallest size possible and shall not exceed one (1) meter in diameter or diagonal dimension.
- c. To the maximum extent possible, ground level satellite dishes shall be screened from view from the street, golf course and other lots using landscaping or fencing of reasonable cost.
- d. Satellite dishes/antenna may not be installed on the ground in the front yard where they may be easily viewed by other homeowners unless the owner can document that the signal reception is unacceptable in the described preferred installation locations.
- e. All exposed wires must be concealed and made as unobtrusive as possible.
- f. Satellite dishes and antennas must be properly installed in accordance with all applicable state and country regulations and the manufacturer's instructions.
- g. Satellite/antenna bases/stands/poles and installation infrastructure must be of a color, material and design that is compatible with the exterior of the home and surroundings,

provided it will not interfere with reception or impose unreasonable cost. Any infrastructure installed to secure a satellite dish to a roof or ground must be of sufficient strength and quality to support the satellite dish and not create a safety risk. It is recommended that all satellite dishes/antenna be professionally installed.

- h. The recommended locations for installing satellite dishes or antennas in order of preference:
  - i. rear roof of the house, at a height not visible from the front of the house
  - ii. rear of the house, ground level\*
  - iii. side of the house, ground level\* (detached homes and end units only)
  - iv. exterior wall mount, rear of the house
  - v. exterior wall mount, side of the house (detached homes and end units only)
  - vi. elevated ground installation, rear of the house\* (i.e. pole or platform)

*\*installed at the lowest possible height necessary for the reception of an acceptable quality signal.*

## 12. Signage

- a. Signs are not allowed within the community **unless approved by the ARB committee.**
- b. One (1) "For Sale" sign, or one (1) "Open House" sign, with an area of not more than five (5) square feet, may be displayed only in the front window of the unit which is for sale. The "Open House" sign may only be displayed in the front of the unit the day before an open house is held, and the day upon which the open house is held. The homeowner, for whom the open house is held, must remove the "Open House" sign promptly open conclusion of the open house. The homeowner must remove the "For Sale" sign within forty-eight (48) hours after an agreement of sale is signed. "Sold" signs may NOT be displayed.
- c. One (1) security sign may be installed in the front yard of a residence. The sign must be no greater than one hundred (100) square inches, no higher than eighteen (18) inches and placed no more than two (2) feet from the foundation of the residence.
- d. No other service signs are permitted.
- e. Political signs are permitted but must follow the following requirements:
  - i. Homeowner must submit a request form for the Executive Board to review and give approval before displaying any sign on their property.
  - ii. There is a maximum of twenty-five (25) signs per candidate within the community.
  - iii. Only one sign per home.
  - iv. An approved sign cannot exceed eighteen by twenty-four (18 x 24) inches.
  - v. Approved signs are permitted seven calendar days before any election (primary or general).
  - vi. Signage must be removed the day after the election date (primary or general).

## 13. Trash and Recycling Containers

- a. No garbage/trash shall be stored in a yard except if there is an **ARB approved cover installed** on the home to protect the trash/recycle containers from view.
- b. Trash and recycling containers may not be stored in the front yard of any home.
- c. Trash containers must be stored in the garages or shielded from view.
- d. Trash/recycling containers may be placed at the curb for pick up no earlier than 6pm the evening prior to collection and must be removed no later than 6pm the evening of collection.
- e. All trash bags must be placed in covered containers and may not be laid out on the curb for pick up unless in proper trash receptacles.

## **Section 5**

### **PROHIBITED ITEMS**

Prohibited items in Applecross, including, but not limited to:

- Awnings
- Bird Feeders/Bird Baths/Bird Houses
- Clothes lines or clothes poles
- Detached garages
- Dog houses/kennels
- Fountains
- Gazebos (except if part of a deck)
- Lawn ornaments over twelve (12) inches in height, unless approved by the ARB committee
- Plastic flowers
- Plastic lawn furniture on the front porch
- Plastic spinners/windmills
- Skylights (unless installed by the builder)
- Statues
- Storage buildings or sheds
- Tents of a permanent nature
- Trampolines
- Tree Houses
- Trellises
- Window air conditioners/fans
- Window boxes
- Wind chimes

The Executive Board has the right to immediately amend, change, delete or add to this list at their discretion. Notice will be sent to all homeowners if a change has been made.

## Section 6

### GOLF CART RULES AND REGULATIONS

#### 1. General

- a. Contact the Community Manager for help in registering a new golf cart.
- b. All personal golf carts to be used within the Applecross community must be registered within one week of obtaining the cart. It must be inspected by the Community Manager and must have a valid golf cart permit from the Applecross Country Club Master Association, Inc., (the "Association"). Any golf cart operated within the community without such registration and inspection is subject to an **immediate \$500 fine**. The issuance of golf cart permits shall be subject to the approval of the Board of Directors of the Association and shall be further subject to these Rules and Regulations.
- c. "Street Legal Vehicle/LSV/Electric Low Speed Vehicle" golf carts of any type are required to be registered and must follow every rule stated above and below as if it were a "non-street legal" golf cart (because it is utilized as a golf cart and travels on the same private roads within Applecross).

#### 2. Golf Cart Permits and Annual Registration

- a. Payments below may be made by check only to "Applecross Country Club Master HOA". All required forms are available at <http://northeast.fsrconnect.com/applecrosscountryclubmaster> and are found under "Forms and Documents").
- b. In order to obtain a golf cart permit, an owner must register his or her golf cart with the Association's Community Manager on an annual basis. A fee of \$50 will be collected at this time. An owner must fill out a registration form and submit the following documentation:
  - i. **Proof of Insurance:** In order to obtain a golf cart permit, an owner's insurance coverage must expressly include the use of the golf cart within the Community. Insurance policies must provide coverage for general liability in an amount of at least three hundred thousand dollars (\$300,000). The policy must further provide that the Association shall be given at least thirty (30) days' notice prior to the non-renewal, lapse, cancellation or termination of that policy. This must be shown at each inspection.
  - ii. **Indemnification Agreement:** Any owner wishing to use his or her golf cart within the Community must sign and date an Indemnification Agreement acknowledging and assuming any risk of liability resulting from the use of the golf cart within the Community and agree to indemnify and hold harmless the Association from any injuries, damages or other losses arising from or relating to the use of the golf cart. The existence of this document will be confirmed with each yearly inspection.
  - iii. Copy of a valid Pennsylvania state driver's license will be confirmed at each yearly inspection.
  - iv. Golf cart owners are subject to a yearly fifty (\$50) dollar registration fee. Additionally, the Board of Directors reserves the right to charge golf cart owners a reasonable fee(s) for this privilege at a frequency and amount determined by the Board of Directors as needed. Golf cart owners would be properly notified of any other adopted fees.



- v. A signed acknowledgement that the owner has been provided with and agrees to fully comply with these Rules and Regulations will be collected at the time of each yearly registration.
- vi. A **MANDATORY** meeting will be held by the Golf Cart Committee each spring to review all rules and discuss any desired changes to the program they may request of the Association. This meeting will be a “one stop shop” for all new registrations, inspections and the collection of the yearly fifty (\$50) dollar registration fee. This yearly inspection will be done with the help of the Golf Cart Committee.

### 3. Golf Cart Construction and Type/Required Equipment

- a. The Association retains the right to stipulate from time to time the Golf Cart manufacturer(s) and model(s) that are approved for use within the community, including, but not limited to, the color, accessories and safety features that are required.
- b. Golf cart permits shall only be granted for golf carts inspected annually to ensure that each golf cart has certain mandatory items, including, but not limited to:
  - i. seat belts
  - ii. operative brakes
  - iii. safe tires
  - iv. two operative tail lights
  - v. two operative head lights
  - vi. rearview mirror
  - vii. any other safety equipment which may be required by state law

### 4. Records and Numbering Systems

- a. The Association shall keep a record of all golf cart permits granted by the Board of Directors, including the owner’s name, address and contact information. Photos of the golf cart may be taken and kept on file.
- b. Each owner receiving a golf cart permit shall be assigned a registration number. This registration number must be placed on all four sides of the golf cart and must be of a size that can be read from a distance of fifty (50) feet. Any golf cart missing this registration number is subject to **an immediate hundred dollar (\$100) fine and will fail inspection.**

### 5. Operations of Golf Carts

*(Please note that the registered owner of the golf cart is fully responsible for anyone operating their cart. All items with an “\*\*” are subject to an immediate hundred dollar (\$100) fine).*

- a. The policing of all aspects of private golf cart operation falls entirely upon the Association and any resident of Applecross is free to report any violations to the Community Manager for resolution. All rules, and changes or updates to the rules are at the discretion of the Association. The Golf Cart Committee is encouraged to present all suggestions for rule changes and edits to the Community Manager for presentation to the Board of Directors.
- b. **\*\*Owners** shall not use their golf carts or permit their golf carts to be used in such a way that creates a nuisance or a danger to the health and safety of other residents or the personal property of the Association. The definition of this situation is at the sole and absolute discretion of the Association.

- c. Owners with a registered personal golf cart shall be strictly responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the owner shall assume all risk and liability for any and all damages the owner, association, other owner or any other persons or property may sustain by reason of use or misuse, including, without limitation, damage to other golf carts and any property of the Association.
- d. \*\*Golf cart drivers are required to yield the right of way to pedestrians, cyclists and automobiles at all times.
- e. \*\*Owners with a registered personal golf cart shall be responsible to ensure that all drivers of the golf cart have a valid driver's license and follow all applicable Pennsylvania laws regarding age limits for such licenses. (A learner's permit at sixteen (16) years old allows driving between 5am to 11pm and a full license occurs at eighteen (18) years old plus six (6) months.)
- f. \*\*The total number of passengers may not exceed the designed capacity of the golf cart.
- g. \*\*Each passenger shall have an individual seat and seatbelt within the golf cart. All passengers are required to fasten their seat belts at all times when the golf cart is in operation on any roadway.
- h. Owners shall not leave the keys to the golf cart in the golf cart while unattended.
- i. \*\*Owners shall make sure that the parking brake is set at all times the golf cart is not in use.
- j. While operating golf carts within the Community, on HOA roadways and grounds, individuals are prohibited from possessing open alcoholic beverages in the golf cart and individuals may not drive, operate or be in actual physical control of the movement of the golf cart after consuming a sufficient amount of alcohol such that the individual is rendered incapable of safely driving, operating or being in actual physical control of the movement of the golf cart. An arrest for open containers or driving under the influence (DUI) in any golf cart will result in immediate revocation of the owner's golf cart permit and suspension of the privilege to use said golf cart in the Community. Use of alcohol on the golf course is regulated by the Golf Club.
- k. All owners who are granted permits to use personal golf carts within the community shall abide, at all times, with local, state and federal laws and regulations governing the use of golf carts.

#### 6. Golf Cart Storage and Where They May be Used

*(Please note that any violation to any rule in this section is subject to an immediate hundred dollar (\$100) fine).*

- a. Golf carts must be housed or stored within a garage overnight. Golf carts may not be parked overnight in any location outside of the garage, including, but not limited to, under a deck, patio, in the driveway or adjacent to the house.
- b. Golf carts **MAY** operate on:
  - a. Private roads within Applecross.
  - b. The overflow parking lot of South Haines in the Villages where they may enter and cross onto the grass at hole number eight (8) which then gives access to Applecross Blvd. (NOTE: this is the only entrance to the course for residents at the Villages).
  - c. Zynn Road only at the two (2) designated crossing areas.
  - d. Golf course related facilities.

- c. Golf carts **MAY NOT** be operated on:
  - a. HOA walking trails except where the Applecross golf cart path crosses the walking trail prior to holes 1, 5, 6, 8, and 10. There are **NO EXCEPTIONS** to this rule.
  - b. HOA common property or sidewalks except where the cart path crosses.
  - c. Fire/Emergency Roads.
  - d. Public or township roads (i.e. Bondsville, Bollinger, East Reeceville, Zynn).  
(NOTE: this may not apply to LSV carts if they were to meet the requirements of state laws to travel on these roads.)
  - e. Any personal property belonging to another resident without expressed permission of the property owner.
  - f. Therefore, at this time, carts may not be owned in the Village Towns or the East Reeceville Towns.)

## **7. Violations and Disputes**

- a. Any violation of these Rules and Regulations must be reported immediately to the Community manager in writing. Such reports shall include as much identifying information as possible, such as the identity of the party, the golf cart registration number, the date, time, and location of the occurrence and a detailed description of the violation. If a golf cart is involved in any accident resulting in injury, or any accident in which the golf cart or another vehicle cannot be driven away from the scene, then the East Brandywine Township Police Department must be immediately notified.
- b. All violations, whether reported or observed, shall be handled in accordance with the Article XXV of the Master Declaration, as any enforcement policies or provisions set forth in the Association's Governing Documents or applicable law.
- c. The owner of the golf cart shall be responsible for the cost and expense of any maintenance, repair and/or replacement to any Unit or Common Element Areas of the Community which are necessary in the determination of the Board of Directors as a result of the ownership, operation or use of the golf cart by the owner or anyone else, with or without owner's permission. Any amounts due and owing to the Association determined above shall be deemed to be an assessment and shall constitute a lien on the owner's unit. Golf cart owners are responsible to pay the Association immediately upon demand all costs and expenses in connection with any damages caused by the ownership, use or operation of the golf cart, as determined by the Board of Directors.
- d. In addition to any of the remedies granted to the Association by its Governing Documents or applicable law for violations of these Rules and Regulations, the Association reserves the right to suspend an owner's privilege to use a golf cart within the Community.

## Section 7

### APPLICATION AND APPROVAL REQUIREMENTS

For any rules that require approval, a homeowner must submit an application and other materials as set forth in this section to the Management Company. These requests will be reviewed by the appropriate Committee and the Executive Board. The commencement of any construction or alteration is not permitted until written approval is received by the homeowner from the Management Company. There are no exemptions or automatic approvals.

It shall be the responsibility of all homeowners to comply with all standards and procedures within these Rules and Regulations, as well as all requirements of the **Governing Documents** and any applicable amendments. Article XXII & Article XXIII (pg. 844) of the Governing Documents should be reviewed for general use restrictions and architectural control.

The appropriate Committees and/or the Executive Board shall review plans and specifications and the Executive Board shall enforce these Rules and Regulations and may promulgate additional design standards and review procedures. The Executive Board has exclusive jurisdiction over original construction, initial landscape installation, modifications, additions, alterations made to lots/structures/landscaping on lots. After a lot and its structures have been completed according to the approved plans, the appropriate Committees and/or the Executive Board must review all proposed changes to the exterior of the structure and the lot.

#### Submittal Procedures

**IF A HOMEOWNER BEGINS WORK OR COMPLETES WORK WITHOUT ARB APPROVAL, THE EXECUTIVE BOARD WILL FINE THE HOMEOWNER A MINIMUM OF \$500 AND RESERVES THE RIGHT TO REQUIRE THE HOMEOWNER TO REMOVE THE CHANGES MADE. THE HOMEOWNER MUST SUBMIT ANY EXTERIOR HOME MODIFICATIONS TO THE ARB.**

You can still continue to email or mail requests to management for approval OR you can now use the online submittal process at <http://www.applecrossarb.com>

1. A signed application (p43), indemnity form (p44) and vendor/contractor form (p45-46) is required for **ALL** requests. Neighbor Access Agreement (p47) or your own signed neighbor access agreement is required for addition submissions. The application must include the following information:
  - a. Owners name, mailing address and telephone number.
  - b. The neighborhood and street address of the lot.
  - c. The nature of the request. Such request shall be limited to:
    - i. Review and approval official plans (initial submission)
    - ii. Appeal of any denied Review Request or any notation of a “conditionally approved” Review Request
    - iii. Review and consideration of exceptions to or deviations from the Design Guidelines
  - d. A brief description of the proposed construction/modification.
  - e. Planned completion date for the construction/modification proposed.

- f. The East Brandywine Township Permits (when applicable).
  - g. An acknowledgement that the owner is responsible for scheduling all work in a timely manner and for complying with any approval issued by the appropriate committee.
  - h. The name, address, email address, and telephone number of owner's agent, representative or subcontractor (if applicable).
  - i. Insurance certificates naming the Association and the unit owner as additional insured during the project. For contractors not eligible for Worker's Compensation Coverage, notice of ineligibility is required with the certificate of insurance.
- 2. In addition to the application, owners must also submit plans for the proposed construction/modification as follows: **Note: See Section 1 for a comprehensive and more detailed list of requirements.**
  - a. For changes and additions to the home the owner must submit:
    - i. two sets of floor plans for the side, including the as-built plan and a copy of the floor plan for the model and elevation
    - ii. On such plans owner must draw the proposed changes/additions to the exterior elevation. If owner has a photograph of another home or from a magazine that will assist in the review, such photo should be submitted.
    - iii. A description of the materials that the owner plans to use in the changes/additions must be submitted.
    - iv. If the change/addition reflects the roof/roofline, a roof plan must also be submitted.
    - v. A building section may be requested depending on the complexity of the change/addition.
    - vi. The Executive Board may require that plans be prepared by an architect or engineer depending upon the nature of the request.
    - vii. A fee may be charged to the applicant when professional assistance is required.
  - b. For **ALL** other improvements/changes/additions to the lot or home:
    - i. The owner must submit a site plan drawn to scale showing the location, height, and dimension of the proposed improvement/change/addition; the property line of the lot; the setback requirements and easements; and the footprint of the home and driveway, sidewalks, decks, patios, walls and existing landscaping.
    - ii. The owner must also submit a detailed description of the proposed improvement/change/addition construction specifications, material and color samples (if applicable).
- 3. The Executive Board may request any additional information/clarification from the homeowner. Until all requested information is provided to the Executive Board, the request shall be deemed incomplete.
- 4. If you are submitting my mail or email, forward requests to: [josh.rozzi@fsresidential.com](mailto:josh.rozzi@fsresidential.com) or

Executive Board of Directors  
Applecross Country Club Master Association, Inc.  
c/oFirstService Residential  
400 Campus Drive – Suite 101  
Collegeville, PA 19426

## Review Procedures

1. The Executive Board shall review all requests without hearing and based solely on the information contained within the review request, however the Executive Board or any appointed Committee may at any time request additional information or review a lot for compliance with the Rules and Regulations.
2. The Board will reference these Rules and Regulations in reviewing requests. Although, the Rules and Regulations address a broad range of exterior building and site conditions, they are not intended to be all inclusive. The appropriate committee, only in accordance with the Governing Documents, may permit variance to these Rules and Regulations.
3. As soon as possible following a receipt of a complete review request, the Management Company shall respond to the owner. The Executive Board or appropriate committee's decisions shall be rendered in one of the following three forms:
  - a. Approved: The entire document submitted is approved in total.
  - b. Approved with Conditions: The document submitted is partially approved. The owner must adhere to and follow the stipulations as outlined. Resubmission is not required.
  - c. Denied: The entire document submitted is not approved and no work may commence.

### **Implementation of Approved Plans**

1. All work must conform to approved plans. If it is determined by the Executive Board or appropriate committee that the work being done on the lot is not in compliance with the approval, the homeowner will be notified in writing of such noncompliance within thirty (30) days of the inspection. The letter will specify in detail the particulars of the noncompliance and shall require the homeowner to remedy the work. If the homeowner fails to remedy such noncompliance, then such noncompliance shall be deemed to be in violation of the Governing Documents.
2. If construction does not commence on a project for which plans have been approved within ninety (90) days of such approval, such approval shall be deemed withdrawn, and it will be necessary for the homeowner to resubmit the plans to the Executive Board for reconsideration.
3. Alterations must be completed within 90 days from the start of any construction. The Community Property Manager must be notified of the start date of the project.
4. The Executive Board may impose, for any approval, a maximum time period for the completion of any new construction/modification. The homeowner may request an extension of such maximum time period not less than three days prior to the expiration of the maximum time period. The Executive Board may approve or disapprove at its sole discretion.
5. If construction/modification is not completed on a project for which plans have been approved within the period set forth in the approval or written extension approved by the Executive Board, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of the Governing Documents.

### **Appeal of Not Approved and Conditionally Approved Decisions**

1. Any homeowner shall have the right to appeal a decision of the Executive Board or Committee by resubmitting the information, documents and fees set forth in the Governing Documents within thirty (30) days of denial; however such appeal shall be considered only if the appellant has modified the proposed construction/modification OR has new information, in the Executive Board or Committee's opinion, that would warrant reconsideration.

2. If a homeowner fails to appeal a decision within thirty (30) days OR if the Executive Board or Committee, after appeal, again rules in a manner aggrieving the appellant; the decision of the Executive Board or Committee is final.
3. The filing of an appeal does not extend any maximum time period for the completion of any new construction/modification, including the period for completion for initial landscaping.

### **Building Permits**

1. If the plans submitted by an owner require a building permit, it is the responsibility of the homeowner to obtain such permit. A full copy must be provided to the Community Property Manager before final approval will be granted.
2. The approval of the Executive Board or any Committee is not a guarantee that the Township will approve such plans.
3. If the Township requires design review to the plans, the appropriate Committee or Executive Board must approve such modifications.

### **Fees**

1. The Executive Board may establish and charge reasonable fees for review of applications.
2. Any fee payments shall be made at the time of request and prior to review by the Executive Board.
3. All fees shall be made payable to Applecross Country Club Association, Inc.
4. All fees are non-refundable in part or whole.

### **Enforcement**

1. In the event of any violation of the Governing Documents and Rules and Regulations, the Executive Board may take any action set forth in the Governing Documents and Rules and Regulations.
2. The Executive Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation.
3. The Executive Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine, which fine shall not exceed ten (10) percent of the cost of achieving compliance, against the lot upon which such violation exists.

## Section 8

### FINE AND ENFORCEMENT POLICY

#### 1. **Compliance and Breach**

- a. Each owner, tenant and/or occupant of a unit (hereinafter collectively referred to as the “homeowner”) shall be governed by and shall comply with all of the terms, covenants, conditions and restrictions of the Governing Documents.
- b. The Executive Board of Applecross Country Club Master Association, Inc., a Planned Community, shall have the power to adopt, amend and enforce compliance with all terms, covenants, conditions and restrictions of the Governing Documents.
- c. Upon any violation of the terms, conditions, restrictions or covenants of the Governing Documents by any homeowner, the Executive Board shall have the authority to exercise any and all remedies provided for, directly or indirectly, by the Governing Documents to enforce compliance OR remedy any violation of the Governing Documents OR applicable laws. This includes the right to issue fines, bring a suit at law or in equity, or in certain circumstances, self-help measures, including entering a unit to abate or remove any violation.
- d. The Association shall be entitled to recover the costs of such proceedings, including reasonable attorneys’ fees, expenses and other costs incurred in connection therewith from a homeowner or other person violating the Governing Documents or applicable laws.

#### 2. **Fines, Suspension of Good Standing Status:** In addition to such other rights and remedies available to the Associations for a violation of any Governing Documents or applicable laws; the Association may levy fines pursuant to the following guidelines.

##### a. **First Violation**

- i. A notice of violation will be mailed to the homeowner advising of the violation and providing the homeowner with forty-eight (48) hours from the effective date of the notice to remove, rectify or cure said violation.
- ii. If the Executive Board determines that an existing violation or condition is of a type or nature requiring immediate curing OR it presents a threat to the health, safety and/or welfare of the community and/or one or more people OR would present such a threat, if left un-remedied for said forty-eight (48) hours, the Association shall have the right to:
  1. shorten the forty-eight (48) hour cure window (provided the notice of the violation sets forth the shorter period)
  2. if reasonably called for by the condition, take immediate action to remedy the condition, the costs of which shall be charged to the violating homeowner
  3. If the Association takes any action under clause ii. above, the Association shall still be obligated to issue a notice of violation to the homeowner, including a description of the remedial action taken by the Association and a description of why the Association believed such immediate action was necessary.



- iii. Nothing herein shall preclude the Association from contemporaneously pursuing an action at law or in equity in order to enjoin or abate the violation if the Executive Board determines that such course of action is appropriate.
- iv. The notice is to be forwarded via hand delivery or regular mail to the address of the residential unit within the Association and, if provided, an alternate address provided by the homeowner for such notices.

**b. Second Violation**

- i. In the event that a homeowner fails, within the forty-eight (48) hours (or other time frame as set forth above and in the notice of violation), to remove, rectify or cure the violations set forth in the notice OR in the event a second violation occurs of the same type or nature within eighteen (18) months of the prior violation, a per day occurrence fine of twenty five dollars (\$25) (as the Executive Board deems appropriate based upon the violation) shall be assessed against the homeowner until the homeowner has had an inspection done by the Executive Board and provided written notice to the Executive Board that the violation has been corrected to the satisfaction of the Executive Board.
- ii. In the event a third or further violation occurs of the same type or nature within eighteen (18) months, a per day occurrence fine of one hundred dollars (\$100) (as the Executive Board deems appropriate based upon the violation) shall be assessed against the homeowner until such times as the homeowner has had an inspection done by the Executive Board and provided written notice to the Executive Board that the violation has been corrected to the satisfaction of the Executive Board.
- iii. If the fine is not paid by the homeowner within the time period set by the Executive Board, the homeowner shall pay the fine upon notice of the Association. The Association shall provide written notice in the manner set forth above to the homeowner advising said homeowner of the fine and its continuing nature. The second notice may be sent contemporaneously with the imposition of the fine.
- iv. Please be aware that any payments made to the Association for monthly assessments will first be used to pay the fine which could subsequently cause your account to become delinquent.

**c. Suspension of Good Standing Status**

- i. In addition to such other rights and remedies available to the Association, any violation of any of the Governing Documents or applicable laws by a homeowner may result in suspension of such homeowner's good standing status in accordance with the procedures set forth in the Governing Documents. Such suspension shall be effective until the violation for which the suspension was imposed shall have been cured to the satisfaction of the Executive Board.

**3. Right to be Heard Procedure**

- a. If a homeowner desires to contest the issuance of a notice of violation or the imposition of a fine, then the homeowner must provide written notice to be addressed to and received by the Executive Board within ten (10) days of the mailing by the Association of the first notice of violation and/or first notice of imposition of a related fine.
- b. The written notice should request the Executive Board reconsider the imposition of a fine and must provide information supporting the reconsideration for the Executive Board's review and/or request an opportunity to be heard by the Executive Board.

- c. Upon receipt of the homeowner's written notice, the Executive Board shall either review the contents of the notice and advise the homeowner of the Executive Board's decision or shall schedule a date for the opportunity to be heard within thirty (30) days. Written notification will be provided to the homeowner advising of the Executive Board's decision with respect to any reconsideration of advising of the date and time to be heard.
- d. A Committee empowered by the Executive Board shall hear the matter, make findings of fact and recommend fines and/or penalties to be imposed. The Committee's decision, whether based on the written request for reconsideration or on any presentation before the Committee, shall be considered by the Executive Board at the next regularly scheduled Board meeting following said hearing by the Committee.
- e. The Executive Board's decision is final.
- f. If the homeowner fails to provide said written notice contesting the notice of violation or requesting an opportunity to be heard within the ten (10) days of either notice set forth above, then the imposition of any fines shall be final.
- g. All notices to the Executive Board must be in writing, contain the name and address of the homeowner, the street address, the name and number of any and all occupants and/or tenants, if any, and must be addressed as follows:

Executive Board of Directors  
Applecross Country Club Master Association, Inc.  
c/oFirstService Residential  
400 Campus Drive – Suite 101  
Collegeville, PA 19426

**4. Fines, Costs and Legal Fees**

- a. If any fines are imposed by the Association pursuant to this policy and/or any costs and legal fees are incurred by the Association with respect to the enforcement of the Governing Documents, then all such fines, costs and legal fees shall become a lien upon the homeowner's property as if the same were assessments pursuant to the Declaration.
- b. All remedies available to the Association for enforcement of payment of assessments shall also be available for the Association for the collection of fines, correcting the violation and enforcing the Governing Documents, including but not limited to, the reasonable costs and attorneys' fees for any action to enforce the same.

**5. Additional Enforcement Rights**

- a. At the Executive Board's discretion and pursuant to the Association's Governing Documents, the Executive Board may elect to enforce any provision of the Declaration, the By-Laws or the Rules and Regulations through self-help measures, entering a home or upon any portion of the Common Elements to abate, remove any violation, using such force as may be reasonably necessary, restricting a homeowner's voting rights or restricting a homeowner's use of the Common Elements.
- b. The Executive Board shall not restrict a homeowner's right of ingress and egress to a unit.

**Request for Architectural Change  
Applecross Country Club  
Architectural Review Board**

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

Type of Home: \_\_\_\_\_  
(Classic, Estate, Towns, etc.)

Owner(s): \_\_\_\_\_ Address: \_\_\_\_\_

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

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

Description and Specifications: \_\_\_\_\_

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

(Please continue on another sheet of paper if needed)

Work to be completed by \_\_\_\_\_  
(Contractor Name)

All work performed, either by contractor or a homeowner, must receive prior approval from the Executive Board. All contractors or homeowners are responsible to familiarizing themselves with and As-Built Plan prior to commencement of requested work. As part of the approval, the contractor **MUST** submit an Insurance Certificate of Liability before the work is started.

As the homeowner, I/We agree to be fully responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) for the above request, if approved. This agreement will be made part of any agreement of sale that I/We may enter into for the above-mentioned unit.

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

\*\*\*\*\* (office use only) \*\*\*\*\*

Date submitted to the Architectural Review Board: \_\_\_\_\_

Approved: Y N Date: \_\_\_\_\_

Date Submitted to the Executive Board: \_\_\_\_\_

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

Notification was made on: \_\_\_\_\_ in the form of a \_\_\_\_\_

Notification was made by: \_\_\_\_\_

**Applecross Country Club**  
**Architectural Change Indemnity Agreement**

It is understood that prior to the commencement of the architectural change/modification, a Certification of Insurance must be received (including Workman's Compensation Insurance) from my contractor.

Furthermore, I agree to indemnify APPLECROSS COUNTRY CLUB MASTER ASSOCIATION from any claim, dispute or mechanic's lien arising from the proposed architectural change/modification. Any and all damage to the common and limited common areas, community owners, residents and visitors arising out of the architectural change/modification is my responsibility and I agree to save the Executive Board, Association and Management harmless from any and all liability which may result from the approval of my request.

Owner: \_\_\_\_\_  
(Please print name legibly)

Owner: \_\_\_\_\_  
(Please print name legibly)

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

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

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

## Vendor/Contractor Signature Page

The association wishes to help you, as the owner, have a good experience when making alterations to your home or exterior projects within the Applecross Country Club Homeowner's Association. Please provide a signed copy of this form to the ARB when submitting your application.

\*\*\*\*\*

### General

1. The association does not have a deposit policy as we feel our owners are responsible in taking pride in our community and will ensure that once the work is completed, there will be no negative evidence left behind in the common area or around the home, just positive increases to the property value of the property.
2. Homeowners should provide written notice (email is fine) to the Community Manager just prior (within 3 days) of the actual start of their project. Similarly, a written notice should be sent at the project's conclusion. The maximum allowable time for exterior projects is 3 months. If a homeowner becomes aware that their project may take longer, they must immediately contact the Community manager to discuss possible options.
3. **The homeowner will be fined \$500 if the HOA rules are not followed. Multiple rule infractions could lead to multiple fines. No warnings will be given.**
4. **Any damage to common HOA property will be repaired by the HOA and be billed back to the homeowner.**

### Permits/Licensure

1. All permits required by East Brandywine Township must be obtained by the homeowner prior to receiving an ARB approval for the start of a project. A copy of the permit(s) must be provided to the Community Manager and the homeowner must receive a final approval before starting any work. Permits should be displayed in a front window of the house during construction.
2. All contractors must have appropriate licensure for the work they will be completing.

### Work Hours

1. Any work on the property should be completed within normal daytime hours (8 AM – 6 PM).
2. Weekend construction activity is not prohibited, but as many of your neighbors use these hours for family time and disruptive noise next door may cause disruption in their rest, entertaining and family outdoor schedules and this should be taken into consideration with any work schedules.
3. Work on exterior projects on a holiday is not allowed.
4. Interior work causing loud noise (i.e. hammering, use of power tool) in attached homes should be limited to 8AM – 9 PM.

### Vehicles and Equipment

1. Any employees of the contractor must park their vehicles in front of your home (unless parking is restricted) or in your driveway. Contractors and their employees must obey the parking rules of the Applecross Country Club Homeowner's Association with strict attention to No parking areas. **Special attention should be paid to providing adequate room for the access of emergency vehicles at all times.**
2. Contractor's vehicles and trailers may not be parked overnight on the property.
3. Vehicles and equipment may not be driven over HOA common ground for any reason.
4. Homeowners must obtain written permission to access neighbor's lots and provide such paperwork as a part of their ARB application.
5. Dumpsters and other types of refuse containers (trailers) may be used for the removal of trash and debris with the following restrictions:
  - a. Protective material should be placed under the dumpster or trailer to eliminate damage to the street or driveway.
  - b. Dumpsters and trailers should not be placed on any sidewalk, trail or overflow parking area.

- c. Dumpsters and trailers should be covered with tarps if left overnight.
- d. Dumpsters and trailers should be well marked with reflective barriers at both ends set @ 10 feet from each end.
- e. The maximum allowable time a dumpster may be parked is 1 week. The Community Manager should be contacted for the need for a possible exception.

**Site management**

- 1. Homeowners and contractors should make every effort to time the delivery of construction and materials with their actual use to limit the amount of time unused materials are 'laying around'.
- 2. **Construction materials may never be placed on any HOA property to include: streets, overflow parking, common turf areas, trails, and sidewalks.**
- 3. Construction material and supplies should be stored in the garage or rear yard only. If unusual work is to be done in the front of the house and there is a need to temporarily store materials in the front of the house, the homeowner should contact the Community Manager to discuss the possibility of a storage exception.
- 4. At the end of each work day, obvious trash and loose debris should be cleaned up and appropriately disposed. Hand tools and should be neatly organized.
- 5. Any unused construction materials, debris, excessive dirt, etc., should be completely removed from the site when the job is completed.
- 6. NO DUMPING is allowed anywhere on the property. If supplies need to be used over a few days' time period, they MUST be stored in the back of the property. Supplies CANNOT be stored in front yards, driveways, common areas or the street.
- 7. Work should be planned carefully to avoid damage to turf and landscaping. Remediation of damaged turf and landscaping should be completed at the conclusion of the project. When turf is damaged, the area should receive the following remediation: over-seeding, straw & matting on a grade, aeration, amended soil layer, seeding, fertilization and watering. Regular watering, as weather dictates, should be completed. Damage to mulch beds, shrubs and trees should also be immediately attended to. All turf remediation must go through the ARB process. If the construction occurs in the winter months (November to March), please develop a turf and landscape remediation plan for the spring to submit to the ARB.
- 8. Restroom facilities should be made available for a contractor's use so that they do not need to relieve themselves in the common area or in the landscaping on your property.
- 9. No contractor advertising signage may be displayed at any time.

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Applecross Country Club  
Neighbor Access Agreement**

I, \_\_\_\_\_ residing at \_\_\_\_\_ am requesting temporary access of  
(name of requesting owner) (requesting owners address)  
my neighbor's property, \_\_\_\_\_ for the purpose of \_\_\_\_\_  
(approving neighbor's address)  
\_\_\_\_\_  
(reason for access)

Such access will be restricted to \_\_\_\_\_.  
(description of the area that will be used for access)

The access will terminate on \_\_\_\_\_. I will accept full  
(date access will be terminated)

responsibility whatsoever for any losses or damages (personal or property) which you suffer or incur  
as a result of using the property, \_\_\_\_\_, and agree to indemnify  
(approving neighbor's address)

you against any losses suffered by me or claims made against me by any employees, agents and others  
who access the property, \_\_\_\_\_ pursuant to the rights given under this  
(approving neighbor's address)

letter. I agree to repair any damage caused to the property, \_\_\_\_\_ as a  
(approving neighbor's address)

result of my access and will restore the accessed area to its original condition within thirty (30) days  
of access termination stated above OR have the approving neighbor hire their own vendor to complete  
remediation and provide a bill for material and labor to be paid by requesting owner within thirty (30)  
days. Parties may use this document or come up with their own agreement to submit with the ARB  
application.

Requesting Owner Signature & Address: \_\_\_\_\_  
(Please print name and address legibly)

Approving Owner Signature & Address: \_\_\_\_\_  
(Please print name and address legibly)

## **Appendix A**

### **Prohibited (and Invasive) Plant List**

#### **Aquatic Plants**

- Brazilian water-weed
- Carolina fanwort, Green Cabomba, fish grass, Washington grass
- Curly pondweed, Curly-leaved or curlyleaf or crispy-leaved pondweed
- Didymo, Rock snot
- Eurasian water-milfoil, Eurasian milfoil, spike watermilfoil
- European water chestnut, Devil pod
- Floating seedbox Water primrose
- Hybrid cattail
- Hydrilla, Esthwaite waterweed
- Narrow –leaved cattail, Narrow leaf cattail, nail rod
- Parrot feather watermilfoil, Parrotfeather

#### **Further invasive items**

- Amur corktree
- Amur maple
- Bee-bee tree, Korean evodia
- Bigleaf periwinkle, Greater periwinkle
- Butterfly bush, Orange-eye butterfly bush
- Chinese silvergrass, Eutalia, zebra grass, maidenhair grass
- Chinese wisteria
- Common periwinkle, Ground myrtle
- Doublefile viburnum, Japanese snowball bush
- Japanese corktree
- Japanese pachysandra, Japanese spurge, Chinese fever vine
- Japanese wisteria
- Lavella corktree
- Linden viburnum, Linden arrowwood
- Orange day-lily
- Paper mulberry
- Ravenna grass, Hardy pampas grass
- Rough bluegrass
- Siebold viburnum, Siebold's arrowwood
- Small carpetgrass, Joint-head grass, hairy joint grass, jointhead
- Velvet grass, Yorkshire fog
- White mulberry, Common/Chinese/Russian white mulberry
- Wavyleaf basketgrass



## **Grasses**

- (Homeowners are reminded of two points regarding grasses: 1 - while certain types of “fountain” and “plume” grasses which are seedless are allowed, they must be cut back to within a few inches of the ground as soon as the grasses begin to die for the winter so that the long “fronds/grasses” do not blow into neighbors yards and 2 – no creeping grass varieties such as but not limited to zoysia, centipede, Bermuda, or any creeping “golf” type grasses are allowed to be planted because they invade common grounds and neighbor’s yards.)
- Any form of “plume” or “fountain” grass with seeds
- Cheatgrass, Downy or drooping brome, bronco grass, June grass
- Common reed
- Japanese stiltgrass, Nepalese browntop, packing grass
- Johnson grass
- Poverty brome
- Reed canary grass
- Shattercane

## **Herbs and Forbs**

- Beefsteak plant, Chinese basil, purple mint
- Bristled knotweed, Oriental lady’s thumb, Asiatic smartweed
- Brown knapweed, Horse-knobs, rayed knapweed, hardheads
- Black knapweed, Lesser or common knapweed, hardheads
- Bull Thistle
- Canada thistle, Canadian thistle
- Dames rocket, Dame’s violet, dame’s gillyflower, dame’s wort
- Garlic Mustard Hedge mustard
- Giant hogweed, Giant cow parsnip or parsley cartwheel flower
- Giant knotweed, Sakhalin knotweed
- Greater celandine, Tetterwort
- Goatsrue, Holy hay, professor-weed, Italian fitch
- Goutweed, Bishop’s weed, snow-on-the-mountain, holy hay
- Harry willow herb, Great willowherb
- Japanese knotweed, Fleeceflower, Mexican bamboo
- Jimsonweed, Jamestown weed, devil’s trumpet thorn apple
- Lesser celandine, Fig buttercup, pilewort
- Moneywort, Creeping Jenny or Charlie, wandering sailor
- Musk thistle, Nodding thistle
- Narrowleaf bittercress, Bushy rock-cress
- Poison Hemlock
- Purple loosestrife, Swamp loosestrife
- Spotted knapweed
- Smallflower hairy willowherb

- Star-of-Bethlehem, Silver bells, drooping star-of-Bethlehem
- Wild Chervil, Cow parsley, keck, bur chervil
- Wild parsnip, garden parsnip
- Yellow flag Iris

### **Shrubs**

- Amur honeysuckle
- Autumn olive
- Bell's honeysuckle, Bella or showy bush or pretty honeysuckle
- Blueberry
- Border privet, blunt-leaved or obtuse-leaved or regal privet
- Chinese bushclover, Chinese Lespedeza, sericea lespedeza
- Chinese privet
- Common buckthorn, Purging buckthorn
- Common privet, European privet, wild privet
- European barberry, Common barberry
- Forsythia
- Glossy buckthorn
- Guelder rose, Cranberrybush viburnum, red elder, cramp bark
- Japanese barberry, Red barberry, Thunberg's barberry
- Japanese privet, Waxleaf ligustrum, wax privet
- Japanese spiraea, Japanese meadowsweet, Nippon spiraea
- Jetbead, Black jetbead
- Morrow's honeysuckle
- Multiflora rose, Rambler or Japanese or baby or seven-sisters rose
- Russian olive, Oleaster, wild olive
- Shrubby bushclover, Shrubby lespedeza
- Standish honeysuckle
- Tartarian honeysuckle
- Wineberry, Wine raspberry, Japanese wineberry
- Winged Euonymus, Burning brush, winged burning brush, winged wahoo

### **Trees**

- Any type of fruit bearing tree, such as but not limited to, Crabapple, Apple, Pear, etc.
- Callery pear
- Callery Pear (weak branches)
- English Oak
- Empress tree, Princess tree, royal paulownia
- European black alder, Common alder
- Fastigate white pine
- Female Ginkgo trees (odor)

- Golden bamboo, Yellow grove bamboo, fish pole bamboo and any other variety of bamboo
- Golden raintree (weak branches)
- Hawthorn (thorn bearing)
- Japanese angelica tree
- Kwanzan Cherries (in narrow yards-low branches)
- Lombardy Poplar
- Mimosa, Persian silk tree, silktree, silky acacia
- Norway Maple
- Red, Pin, Scarlet, or Shingle Oak
- Sycamore Maple, Mock Plane
- Siberian elm
- Sweetgum (spiny gumballs)
- Tree-of-heaven, Chinese or stinking sumac, tree of hell

### **Vines**

- Any climbing vine species, especially those attaching to any structural surface as these quickly
- Black swallow-wort, Louis' or Louise's swallow-wort
- Chocolate vine, fiveleaf akebia, raisin vine
- Clematis
- English Ivy, Common ivy
- Japanese honeysuckle, Chinese honeysuckle
- Japanese hops
- Jasmine
- Kudzu, Vine that ate the South
- Mile-a-minute, Devil's tear-thumb
- Morning glory
- Oriental bittersweet, Asiatic or round-leaved bittersweet
- Pale swallow-wort European swallow-wort, dog strangling vine
- Porcelain berry, Amur peppervine, porcelain vine
- Wintercreeper climbing euonymus, fortune's spindle

**Appendix B**  
**Town Ordinances and Codes**

**East Brandywine Township Ordinances & Codes:** <http://www.ecode360.com/EA1968>

**Pennsylvania Public Nuisances Law:**

<http://www.lgc.state.pa.us/download.cfm?file=/Reports/deskbook14/Issues-Health-Welfare-Safety-02-Public-Nuisances.pdf>

**Pennsylvania Statutes:** <http://www.webcitation.org/5IDPLAFTo>