

# 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. Rules that are part of our Master Declaration may not be altered in any way and are included in this document. The Rules & 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 & 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 (5) member Executive Board governs the Association. The homeowners elect the Board for a three (3) 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 569 homes currently in this community, and there will be many varying opinions. 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**

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.

#### **1. Additions/Modifications/Renovations of any exterior part of the home**

- a. All homeowners must secure proper permits and township approval.
- b. The architectural design of any and all additions, alterations and renovations to the exterior of an existing 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.
- c. No unit may be combined with any other unit.
- d. No garage, deck, or patio may be converted to residential living space.
- e. 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.
- f. The height of any addition to an existing home shall not be higher than the original roofline.
- g. All additions to a home shall be built within the setback lines originally established for Applecross Country Club.
- h. 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.
- i. When additions, alterations or renovations are performed to a home, the established lot drainage shall not be altered. All altered roofs shall drain to the ground solely within the deeded lot area.
- j. 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.
- k. Any mobile or fixed air conditioners or fans that extend outside the window or are visible from the exterior of the dwelling are prohibited from use within the community.
- l. Bright untarnished copper and metallic surfaces shall be treated to reduce reflections.
- m. Irrigation pipes serving sprinklers must be buried. Sump pump and rain gutter downspout extensions, regardless of the material from which they are made, must be buried if they extend beyond two (2) feet of the pipe or downspout that they serve. 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.

#### **2. 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.

### **3. 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.

### **4. Awnings**

- a. Must be retractable, motorized, hard wired, with manual override and no outside switch/exposed cord.
- b. Must have a minimum of a ten (10) year warranty on the fabric.
- c. May be no wider than the length or width of the deck/patio and not to project more than sixteen (16) feet.
- d. Must have a wind class rating of Class two (2).
- e. Must be neutral, solid colors that complement the siding of the home.
- f. Valance detail may be straight or scalloped.
- g. Awnings must be retracted when not in use.

### **5. 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.
- 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.

### **6. Irrigation**

- a. The use of underground drip irrigation systems, rather than spray type systems, is encouraged.
- b. Spray irrigation should be limited to turf areas because of its inefficiency and the effect it has on the microclimate.

### **7. 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 lights.
- 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 uplighting) must be hard wired and fixtures must be concealed by shrubbery.
- 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 approved with a homeowner's deck/patio approval.
- 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.

#### **8. Patios/Courtyards/Decks/Steps/Porches**

- a. All decks: Composite deck material must be used; this includes the risers and treads. White hand rail/top rail with either black or white spindles must be used.
- b. All decks: All structural beams, posts, band boards, stair stringers must have pressure treated materials.
- c. All decks: All structural beams/column supports must be pressure treated wood and concealed with white vinyl wrapping.
- d. All decks: Lattice must be white in color.
- e. All decks, steps and column supports/structural beams: No exposed wood is permitted.
- f. 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.
- g. 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.
- h. Patio, deck and porch furniture must be well maintained and compliment the home's colors. No plastic furniture is allowed on the front porch.

#### **9. 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 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.

#### **10. Screened Porches**

- a. Screened porches are only allowed on the Classic, Estate, Fairview, Meadow and Village homes. Structures must be contiguous with the rear of the home.

#### **11. 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.
- d. Decorative styles are approvable; HOWEVER, no animal, plant or character depictions allowed.

#### **12. Privacy Fences/Screens/Gates**

- a. Privacy screens are permitted for the purpose of separating adjacent decks/patios.
- b. 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 fence.
- c. LENGTH: May not exceed fifteen (15) feet and may not extend past the outer boundary of the patio or deck.
- d. MATERIALS: Composite materials, wrought iron, vinyl, or vinyl wrapped pressure treated wood are the only materials permitted.
- e. Privacy fences must be built with materials that harmonize with external designs of the residence and should be white in color.
- f. Privacy fences/screens are not to unreasonably obstruct the adjacent homeowner's view of the community owned property. For all privacy fences/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.
- g. Privacy fences intended to create full separation between adjacent properties are not permitted. Refer to **Fences** for approved fence design specifications for your home.
- h. No gates to access the Golf Course are permitted.

#### **13. Satellite Dishes/Antennas**

- a. Satellite dishes or antennas can only be installed on a homeowner's property.
- 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.*

#### **14. Permanent Swing Sets/Play Equipment**

- a. These are only permitted on the Classics, Estates and Village homes.
- 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 play set must be solid, earth-tone colors (with the exception of slides or injection molded plastic parts).

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

- a. Fences/Walls/Electric Fences are **NOT** allowed in the Fairviews, Meadows, Towns or Carriages.
- b. Fences/Walls/Electric Fences are allowed in Classics, Estates and Villages, but must be approved by the ARB.
- c. No fence of any kind may be installed within fifteen (15) feet of the golf course.
- d. No alterations, changes or additions shall be allowed to walls or fences constructed by the builder or adjacent lot.
- e. Unless installed by the builder, no courtyard wall (wall attached to home) may be greater than thirty (30) inches above finished grade elevation nor be constructed in the front yard of any lot closer than twenty feet to the front yard property line.
- f. Decorative walls (free standing) must not exceed thirty (30) inches in height above finished grade elevation and must be setback a minimum of ten (10) feet from the edge of the sidewalk. If no sidewalk, a minimum of fifteen (15) back from the curb.
- g. Aluminum/Vinyl fencing must match existing fence both in style and color used by the builder in the neighborhood in which such lot is located.
- h. No post or rail type fencing is permitted.
- i. No chain link or similar material is permitted.
- j. Variances in fence height may be granted by the ARB for walls adjacent to public rights of way.
- k. Maximum height of walls must be measured from the finished ground elevation on the highest side of the submitted wall.

- l. Cut or fill slopes along the exterior of the wall must be smooth and taper gradually to match existing grade.
- m. Retaining walls may be used as an accent to create raised planting beds. They must not exceed thirty (30) inches. Material used must be decorative in nature and use deep, muted tones chosen to blend with colors found in nature, or blend with the architecture.
- n. Retaining walls, which are partially below the finished grade or walls used as planters, must be properly moisture-proofed to avoid unsightly water staining.
- o. 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.

## 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 stored away at night.
- f. All plants in containers and pots must be healthy, trimmed and otherwise maintained. Unhealthy and dead plant material should be removed/replaced immediately. Empty pots/containers should be stored inside.
- g. All street trees should be pruned up to a minimum height of seven (7) feet to allow for safe pedestrian and street traffic movement.
- h. 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.
- i. 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 spade 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, i.e. rocks.
- 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.
- 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.
- j. 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.
- k. 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.
- l. 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.
- m. Street numbers should be easily visible at all times and immediately replaced if damaged or missing.
- n. Homeowners should confine their landscape activities to their own lots, unless recognized by the Executive Board to do so.
- o. The exterior of homes (including decks, patios and porches) should be kept neat and orderly. The following items should be stored within the home unless in active use: garden supplies, garden tools, snow shovels, empty pots/containers, sports equipment, children's toys, clothing, footwear, towels, etc.

## 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 the permitted list. See Appendix A for permitted plants. Other plant selections may be approved with an ARB design submission on a case by case basis.
- e. All trees and shrubs should be planted so that their anticipated full growth drip line is within the homeowner's property boundaries.
- f. Mulched shrub bed edges must be spade edged. Beds may be outlined with stone or masonry type products (no plastic, wood, etc.) that must be approved by the ARB committee. These products must be installed per manufacturer's specifications as applicable. Areas with special drainage issues will be reviewed on a case by case basis by the Executive Board.
- g. Landscape ornaments are allowed but must be less than twelve (12) inches in height and **must be placed in mulch beds only.**
  - 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.
- 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:
  - 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.

## Section 4



## GENERAL RULES

### 1. Basketball Hoops/Goals

- a. Permanent basketball hoops are only permitted in the Classics, Estates and Villages and require ARB approval.
- b. Portable basketball hoops (large units with weighted bottoms) may be used in all other areas, but **MUST** be stored in the owner's garage each evening.
- c. As a courtesy to your neighbors, basketball hoops may only be played during daylight hours.
- d. They must be in good condition and repaired/maintained with the net in good condition at all times.
- e. 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.
- f. 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.
- g. Portable (large units with weighted bottoms) basketball hoops
  - i. Portable basketball hoops must be positioned at a minimum distance from neighboring property lines. The distance shall be equal to or greater than the height of the hoop at full extension. For example: If the height of the pole is 10' from the ground to the top of the backboard, the placement must be 10' from the adjacent property line, easement, sidewalk and common area.
  - 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.

### 2. 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.

### 3. Flags

- a. Homeowners must use brackets mounted on the house or garage to display flags.

- b. Permitted flags: USA, Commonwealth of Pennsylvania and no more than one of the Armed Service flags.
- 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.

#### **4. 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 February 2<sup>nd</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 front door only.
- f. Seasonal (winter, spring, summer, and fall) wreaths may be displayed during each season on a homeowner's front door only.
- g. Holiday wreaths must follow rule 4d, listed above.
- h. No decorations are allowed on or near the homeowner's mailbox.

#### **5. 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.

#### **6. Pets**

- a. Homeowners may not have more than three pets.
- b. 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.
- c. Pets must be leashed at all times (exception stated below in 6d). 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.

- d. 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.
- e. 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 #10. Homeowners are encouraged to allow pets' sufficient time to use their own property for bathroom purposes before proceeding onto neighboring properties.
- f. No plastic bags with pet waste shall be left in yards/driveways/front porches/patios/decks or in open containers of any kind.

## **7. 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.

#### **8. Portable Play Sets**

- a. This includes plastic play sets, bulky sports equipment, toddler play houses, sand boxes, soccer goals, etc.
- b. All of these recreations items must be stored inside the owner's home each night.
- c. Classics and Estates: Portable play sets, when not in active use, may be left in the rear yard not visible to neighboring lots.

#### **9. Signage**

- a. Signs are not allowed within the community unless approved by the Executive Board or appropriate 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 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 upon the 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 homeowner's 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. One (1) "This property is protected by an electrical fence" sign may be installed on a homeowner's property. A homeowner must contact management prior to installing the sign.
- e. No other service signs are permitted.
- f. 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).

#### **10. 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 must be stored in the garage if you do not have an ARB approved cover installed.
- c. 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.
- d. 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.
- e. For bulk pick-up, holiday pick-up, etc., please refer to the East Brandywine website: <http://www.ebrandywine.org/243/Trash-Recycling-Chipping-Yard-Waste>

#### **11. Window Coverings**

- a. Interior window coverings (blinds, backs of curtains, shutters) that are white, off white or natural solid wood colors shall be permitted.

## **Section 5 PROHIBITED ITEMS**

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

- 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
- 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**

#### **GOLF CART PERMITS**

1. Owners of the Community are not permitted to use personal Golf Carts within the community without first obtaining a valid Golf Cart Permit from the Applecross Country Club Master Association, Inc., A planned Community (the "Association"). 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.
2. 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. An Owner must fill out a registration form and submit the following documentation:
  - a. Proof of Insurance: In order to obtain a Gold Cart Permit, an Owner's insurance coverage must expressly include 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.
  - b. 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 agreeing 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.
  - c. Copy of a valid Pennsylvania state driver's license.
  - d. Golf car owners' are subject to a one time fifty (\$50) dollar registration fee. Additionally, the Board of Directors reserves the right to charge golf cart owners a reasonable fee(s) for the privilege at a frequency and amount determined by the Board of Directors, as needed. Golf cart owners would be properly notified of any adopted fees.
  - e. A signed acknowledgment that the Owner has been provided with and agrees to fully comply with these Rules and Regulations.
3. 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. Golf Cart Permits shall only be granted for Golf Carts which are electric and not designed to exceed a maximum speed of 19.9 miles per hour. All Golf Carts must be inspected annually to ensure that each Golf Cart has a certain mandatory items, including but not limited to, operative brakes (including parking brake), safe tires, two operative tail lights, two operative headlights, and a rearview mirror, in addition to any other safety equipment which may be required by state law. Turn signals are recommended. All such annual inspections shall be conducted by the Community Manager on behalf of the Association.
4. The Association shall keep a record of all Golf Cart Permits granted by the Board of Directors, including, but not limited to, the Owner's name, address, and contact information. Each Owner receiving a Golf Cart Permit shall be assigned a registration number. Such registration numbers shall be clearly displayed on the rear bumper of the Golf Cart to which such permit relates.

5. Owners who are delinquent on their monthly HOA fee payments will not be eligible to register golf carts. Owners who become delinquent after registering their golf cart will have their privileges suspended until their account is current.
6. The Executive Board has the discretion to limit the number of Golf Carts in the program at any time.
7. The Executive Board has the authority to immediately suspend the Golf Cart Permits and Program at any time if homeowners are abusing the program.

#### **OPERATION OF GOLF CARTS**

1. 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, as defined in the sole and absolute discretion of the Association. Golf Cart drivers are required to yield the right of way to pedestrians, cyclists and automobiles at all times.
2. 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 any one operating it or otherwise, and the Owner shall assume all risk and liability for any and all damages the Owner, Association, other Owners or any other person or property may sustain by reason of use or misuse, including, without limitation, damage to other Golf Carts and any property of the Association.
3. Owners with a registered personal Golf Cart shall be responsible to ensure that all drivers of the Golf Cart are of legal driving age with the State of Pennsylvania and have a valid driver's license.
4. Each passenger shall have an individual seat and seat belt within the Golf Cart. The total number of passengers may not exceed the designed capacity of 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.
5. Golf Carts shall only be used in areas where Golf Cart use is expressly permitted, such as the private roads within the Community and the golf course and related facilities. Golf Carts shall not be operated on walking trails or sidewalks, except where permitted to cross or in designated areas to access a private road or the golf course or related facilities. Golf Carts are not permitted to be driven on or across a public Township or State roads, including, but not limited to, Bollinger, East Reeceville and Zynn Roads. As Pennsylvania state law does allow Golf Carts to cross over public roads while the Cart is being used by golfers engaged in a game of golf, players are permitted to cross over Zynn Road at the two designated crossing areas.
6. Owners shall not leave the keys to the Golf Cart in the Golf Cart while unattended. Owners shall make sure that the parking brake is set at all times the Golf Cart is not in use.
7. Golf Carts must be housed or stored within a garage overnight. Golf Carts may not be parked over night in any location outside of the garage (including, but not limited to, under a deck, patio, in the driveway or adjacent to the house).
8. While operating a Golf Cart within the Community, 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 the immediate revocation of the Owner's Golf Cart Permit and suspension of the privilege to use said Golf Cart in the Community. Alcohol may be consumed on the golf course; this rule references the use on HOA roadways and ground.

9. All Owners who are granted permits to use personal Golf Carts within the Community shall abide, at all times, with all local, state, and federal laws and regulations governing the use of Golf Carts.

#### **VIOLATIONS AND DISPUTES**

1. Any violation of these Rules and Regulations must be reported immediately to the Association's Community Manager in writing. Such report 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 in 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.
2. All violations, whether reported or observed, shall be handled in accordance with Article XXV of the Declaration, as any enforcement policies or provisions set forth in the Association's Governing Documents or available at law.
3. 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 Elements 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 as determined above shall be deemed to be an assessment and shall constitute a lien on the Owner's Unit. Golf Cart Owners are responsibility to pay the Association immediately upon demand all costs and expenses as determined by the Board of Directors.
4. 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.

#### **TRIAL PERIOD**

1. The permissibility of Golf Carts within the Community and the foregoing Rules and Regulations relating thereto shall be subject to a trial period through December 2016, at which time the Board of Directors shall consider whether the continued use of Golf Carts is within the best interest of the Community. If the privilege to use Golf Carts is abused, or if any issues or problems surface as a result of the permitted use of Golf Carts, then the Board of Directors reserves the right to revoke the privilege to use Golf Carts.



## 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

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 (p32) and indemnity form (p33) requesting review by the Executive Board is required for all requests. 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. 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.
  - g. The name, address, email address, and telephone number of owner’s agent, representative or subcontractor (if applicable).

- h. 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:
  - 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. All review requests should be forwarded to management by email ([josh.rozzi@fsresidential.com](mailto:josh.rozzi@fsresidential.com)) or mail:

## Review Procedures

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 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 180 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 six months of final approval by the Executive Board for said plan.
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.
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 a ninety (90) day period 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 a ninety day (90) period, 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.

**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: \_\_\_\_\_

## APPENDIX A APPROVED PLANT LIST

### EVERGREEN SHRUBS – FOR SHADY AREAS

Catawba Rhododendron	Mountain Fire Pieris	Rhododendron P.J.M.
China Girl Blue Holly	Pieris japonica 'Mountain Fire'	Skip Cherry Laurel
Euonymus katuschovicus 'Manhattan'	PJM Hybrid Rhododendron	Steeds Japanese Holly
Ilex crenata 'Steeds'	Prague Viburnum	Viburnum x pragense
Ilex x meserveae 'China Girl'	Prunuslaurocerasus 'Schipkaensis'	
Manhattan Spreading Euonymus	Rhododendron carawbiense var.	

### MEDIUM SHRUBS – FOR SHADY AREAS

Azalea x 'Delaware Valley White'	Ilex crenata 'Bennett'	PJM Hybrid Rhododendron
Bennett's Japanese Holly	Ilex crenata 'Compacta'	Prunuslaurocerasus 'Otto Luyken'
Compact Japanese Holly	Japanese Skimmia	Rhododendron P.J.M.
Delaware Valley White Azalea	Mountain Fire Pieris	Skimmia japonica
Dense Yew	Otto Luyken Cherry Lural	Taxus media 'Densifolius'
English Yew	Pieris japonica 'Mountain Fire'	Taxus media 'Repandens'

### DECIDUOUS SHRUBS – FOR SUNNY AREAS

Acoma Crape Myrtle	Pocahontas Hybrid Lilac	Syringa x hyacinthiflora 'Pocahontas'
Hybiscus syriacus 'Woodbridge'	Prunus x cistens	Tardiva Panicle Hydrangea
Hydrangea paniculata 'Tardiva'	Purpleleaf Sand Cherry	Viburnum p. var. tomentosum 'Shasta'
Lagerstroemia indica 'Acoma'	Shasta Doublefile Viburnum	Woodbridge Rose of Sharon

### MEDIUM SHRUBS – FOR SUNNY AREAS

Anthony Waterer Spiraea	Iteavirginica 'Henry's Garnet'	Spiraea x burnaldii 'Anthony Waterer'
Fothergilla gardenia 'Mt. Airy'	Korean Spice Viburnum	Viburnum arlesii 'Cayuga'
Garnet Sweetspire	Mt. Airy Fothergilla	

### DECIDUOUS SHRUBS – FOR SHADY AREAS

Autumn Jazz Viburnum	Ilex verticillata 'Winter Red'	Viburnum dentatum 'Autumn Jazz'
Clethra alnifolia 'Ruby Spice'	Ruby Spice Summerset	Winterberry Holly
Hydrangea quercifolia 'Snow Queen'	Snow Queen Hydrangea	

### MEDIUM SHRUBS – FOR SHADY AREAS

Abelia x grandiflora 'Edward Goucher'	Goldencup St. Johnswort	Mt. Airy Fothergilla
Dwarf Glossy Abelia	Hydrangea macrophylla 'Nikko Blue'	Nikko Blue Hydrangea
Fothergilla gardenia 'Mt. Airy'	Hypericum patulum 'Hidcote'	
Garnet Sweetspire	Iteavirginica 'Henry's Garnet'	

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

East Brandywine Township Ordinance: <http://www.ebrandywine.org>

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