

**Heatherbrook**

**Rules &**

**Regulations**

# Heatherbrook Homeowner's Association

## Rules and Regulations

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# **Heatherbrook Homeowner's Association Rules and Regulations**

## **GENERAL**

1. The Heatherbrook Homeowner's Association (the "Association", or "Community"), acting through the Executive Board (the "Board"), have adopted the following Rules and Regulations ("Regulations").
2. The Association, after appropriate evaluations, may alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder, at any time. Such action shall be by resolution of the Executive Board.
3. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any unit, to his family, tenants whether in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner. Wherever within these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent acting on behalf of the Association.
4. The Unit Owners shall comply with all the Regulations herein governing the Common Elements, meaning controlled facilities or common facilities, as the context or circumstance require, or Limited Common Elements, meaning a part of the Common Elements allocated pursuant to the Declaration or the Act for the exclusive use of one or more (but fewer than all) on the units, and the Units. (also see declaration for Heatherbrook, a Planned Community)
5. Should these Rules and Regulations conflict with those of the Valley Ponds Community Association, the Heatherbrook Home Owner's Association Rules and Regulations will take precedent.

## **ASSOCIATION**

6. All charges, penalties and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be mailed to the Association, or the Association's Management Company and made by check or money order, payable to: Heatherbrook Homeowner's Association, Inc. Cash is not accepted.

7. Complaints regarding the management of the Association or regarding actions of other Unit Owners shall be made in writing to the Executive Board, or its Managing Agent (as applicable). No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

### **RESTRICTIONS ON USE**

8. No part of the Unit shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Unit was designed. Each Unit shall be used as a residence for a single family and guests.
9. There shall be no obstruction of the Common Elements. Nothing shall be stored or placed on the Common Elements, or removed, without the prior consent of the Executive Board.
10. No unit owner shall permit anything to be done which would be in violation of any public law, ordinance or regulation. No waste shall be committed to Common or Limited-Common Elements.
11. Each Unit Owner shall keep his Unit in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or decks thereof, any food, dirt or other refuse.
12. No unlawful, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises in the Units or other common buildings or do, or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.
13. Unit owners are permitted to display **ONE** "For Sale" or "For Rent" sign in a window. But in no event, will any sign be permitted that is larger than one foot by two feet. No other type signs are permitted in or on any parts of the community. Open House signs are permitted to be placed up in common areas **ONLY** 24 hours prior to the open house and must be taken down immediately after an open house is over.

14. No Unit Owner shall cause or permit anything to be hung, displaced or exposed on the exterior of a Unit or Common Elements, whether through or upon windows, doors, siding or masonry of such Unit.
  - a. No clothesline may be hung or used on the exterior of any Unit or any lot. No clothes may be hung from the patio, deck or out of windows.
  - b. No statues, lawn ornaments, benches, flags, swings, or furniture may be placed on any part of the lawns or planted beds unless prior approval is granted by the Board. American flags may be flown for the day of an applicable, recognized holiday (e.g. 4<sup>th</sup> of July, Labor Day, Veteran's Day, Memorial Day).
  - c. Garden hoses and sprinklers may be kept neatly on patios or decks, but not on lawn areas or building exterior walls.
  - d. Birdfeeders, birdhouses, and birdbaths are not permitted.
  - e. Also see Storage section.
15. Seasonal holiday decorations may be displayed after December 1st and must be taken down before January 16<sup>th</sup>.
16. All window coverings visible from the exterior must be white or off-white in color, to maintain a consistent, appealing appearance within the community.
17. No toys, bicycles, tools, kiddie pools or any other movable items may be left unattended or on Common Elements/Areas, or Limited Common Elements/Areas overnight, including front porches and sidewalks/driveways. The items should be stored inside.
18. Satellite dishes are acceptable. Prior Board approval is required for the installation of satellite dishes.

### **ALTERATIONS AND ADDITIONS**

19. No alteration to the exterior of a unit is permitted without prior written approval from the Executive Board. A written request for such approval should include: descriptive information, pictures, specifications, color, materials, etc., as may be necessary to fully outline the request.
20. All alterations shall be subject to all applicable ordinances and resolutions of Caernarvon Township.

21. After reviewing alteration requests, the Executive Board will make a final determination which will be reflected in the minutes of the Board meeting. A letter of approval or denial will be issued to the homeowner.
22. Any approved modification will be subject to a final inspection by the Executive Board upon completion, to assure that it has been completed in accordance with the approved proposal, as submitted to the Executive Board.
23. Satellite dish TV antennas smaller than 18" diameter may be installed on unit structure subject to written petition of the unit owner to the Executive Board, and written approval by the Executive Board. The unit owner must supply certification that all applicable municipal codes have been met as well as the electrical, mechanical, safety, and structural standards of the Association.
24. The following alterations will not be permitted by the Executive Board:
  - a. Exterior colors of the homes may not be changed in any way.
  - b. Patios, decks and balcony areas cannot be screened in or otherwise enclosed.
  - c. Decks may not be painted (clear sealer, preservative, or "Cedar Stain" is permitted).
  - d. Storage sheds, dog houses, play equipment, or any other out buildings cannot be added to the property or any lot.
25. Storm doors are permitted with prior written approval from the Executive Board.

The door must be:

|                   |  |
|-------------------|--|
| Manufacturer:     | Larson   |
| Model             | Classic-View™ Series Storm Doors   |
| Model #           | 224-FL, Full-Lite  |
| Exterior Hardware | Polished Brass<br>Or Brushed Nickel, as is consistent with original hardware of the dwelling |
| Glass             | Clear (no engravings, inlays, etching etc.)  |
| Color             | Black  |

26. Replacement windows are permitted with prior written approval from the Executive Board.

The windows must be:

|          |   |
|----------|---|
| Color    | White   |
| Material | Vinyl   |
| Grids    | (6) per window and must be between panes of glass |
| Design   | Double Hung                                       |
| Frame    | Not greater than 2 inches                         |

### **TRASH REMOVAL**

27. All trash and recyclables must be disposed of in a proper manner consistent with all applicable regulations of Caernarvon Township and any other governmental entity with jurisdiction over the Property.

- a. Trash cans must remain inside garages always, excluding trash pick-up times.
- b. Trash and recyclables may be placed curbside after 6:00 PM the night before a scheduled pick up and must be removed by the end of the pickup day.
- c. All trash must be placed inside a trash can with a lid or other closed containers. Trash bags may not be placed out for pickup by themselves. They must be within a container, as above.
- d. Recyclable items should also be bagged up and tied and placed in the recycle bin. This is to stop the light weight items in the bins from blowing away.
- e. Christmas trees are to be placed with your trash on regular pick-up days. They may not be stored anywhere outside the unit and should be placed out for pick up by January 15th.
- f. Unit Owners must contact the trash company (Mountz Disposal) directly for bulk item removal. Large items cannot be placed curbside until the night before pickup day.

### **PET RULES**

28. Domesticated orderly dogs, cats and birds shall be acceptable pets in the Community. No more than a total of three dogs and cats in any combination may be kept in an Owner's Unit at any time. No animals may be kept or maintained outside of a unit. Nowhere in Heatherbrook or the greater Valley Ponds communities, should dogs or other pets run freely.

- a. Pets must be leashed when outside of the unit. No animals, including cats, shall be allowed to roam freely about any Limited or Common elements.
- b. Please walk pets away from the buildings and clean-up all deposited solid waste, at the time the waste is created. Coming back a day later to remove solid waste is not acceptable.
- c. Pets may not be left outside unattended.
- d. Pets may not be tied to a stake or to the interior or exterior of the buildings, trees, posts, etc.

29. When walking a pet, you should **ALWAYS** have a bag with you to be ready at the time the pet relieves themselves. Failure to clean up after your pet will result in a fine.

30. If a pet becomes a nuisance such as but not limited to are as follows:

- a. Abnormal or unreasonable crying and barking
- b. Scratching or unhygienic offensiveness
- c. Aggressive behavior towards another animal or human

The pet owner must take extra precautions that the pet does not get loose and is never left off leash. Heatherbrook Homeowner's Association reserves the right to demand the pet is removed from the unit and all community grounds.

31. All pets must be licensed and inoculated as required by law. If management requests proof of dog license with the County or inoculation records, the owner must comply with the request within five (5) business days.

32. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets. Any damage done to the lawns, shrubs or trees by a pet will be rectified at the pet owner's expense.

33. No unit owner shall be entitled to keep any animals on any portion of the Common elements, including Limited Common Elements appurtenant to a Unit.

34. Unit Owners may not allow a pet to relieve themselves on any deck.

### **STORAGE**

35. No patio, deck, front porch or any other part of the building exterior may be used for storage. Beneath all decks must remain empty. A property modification form can be submitted and the Executive Board may approve storage, if a proper storage container is appealing. If the required modification form is not submitted, approved, and on file, Unit Owner(s) will be asked to remove items already placed.



## **PARKING AND VEHICLE OPERATION**

36. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks (except for pick-up trucks) trailers, boats, recreational, commercial, lettered or other oversized vehicles shall be parked anywhere within the Community. Each vehicle must have a current registration, inspection sticker and license plate and must be in good operating condition. No leakage of gas, oil or antifreeze shall be permitted anywhere within the Common elements or Limited Common Elements. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.
37. All Unit Owners, family members and guests shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities.
38. Unit Owners may only park their vehicles in their own garage or driveway. Guest parking areas are provided for guests and visitors, not Unit Owners. Cars partially parked in driveways (and partially on Heather Way), or otherwise obstruct any part of Heather Way will be considered illegally parked and are subject to towing, as set forth in regulation #41. If a Unit Owner has work being done to their driveway or garage floor and requires use of the guest parking area for a specified, limited period, they are to contact the Association and inform them immediately.
39. Parking on Heather Way is prohibited. Additionally, parking is not permitted in front of the mailboxes or fire hydrants, or on any grassy area.
40. A maximum speed of 15 m.p.h. is to be observed throughout the community.
41. The Association may tow, or cause to be towed, at the Unit Owner's expense, any vehicle which is illegally parked, abandoned, or otherwise not in compliance with the regulations herein, **without prior warning**. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such non-compliance with the regulations and any consequences thereof.

## **BUILDINGS AND GROUNDS**

42. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements.
43. A Unit Owner may plant, but then must properly maintain, any normal, annual and perennial plants in the existing planted beds in the Limited Common Elements. If they are not maintained, the Board has the right to return the bed to its original condition, at the Unit Owners' expense. Additional or "different than original" plants, shrubs and trees must be approved by the Executive Board in advance of any such plantings.

44. No ornamental borders are permitted around planted beds or along curbs or walkways. Approved edging may be used in mulch beds.
45. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.
46. The trees in the community are not to be climbed on. Should the trees be climbed upon, a warning letter being sent to the Unit Owner where the children reside and subsequent fines will apply.
47. No indoor-outdoor carpeting or turf-style floor covering may be placed on any patio not surrounded by a privacy fence or enclosure or on any unenclosed deck.
48. Snow removal in the Limited Common Elements, decks, patios, sidewalks and driveways is the responsibility of the Unit Owner. Snow removal of the access roads and parking lots is the responsibility of the Association.
49. The use of **ANY** outdoor clay/metal chimneys and wood fire pit is prohibited.
50. Deck staining is the responsibility of the Unit Owner using an approved deck stain such as a "Cedar Stain", or other color matching product of sufficient quality. Cleaning and staining of decks should be performed to maintain their general appearance and durability. In no event shall decks go longer than three (3) years without being cleaned and refinished, or as the Executive Board may otherwise determine, in order to maintain the appearance and value of the general surrounding of the community.
51. All painted surfaces are the responsibility of the Unit Owner using color matching product of sufficient quality. Cleaning and staining of wood surfaces, including front doors, should be performed to maintain their general appearance and durability. In no event wood surfaces go longer than three (3) years without being cleaned and painted, or as the Executive Board may otherwise determine, in order to maintain the appearance and value of the general surrounding of the community.
52. All driveway surfaces are the responsibility of the Unit Owner. Cleaning and sealing of driveways should be performed to maintain their general appearance and durability. In no event shall driveways go longer than three (3) years without being cleaned and sealed, or as the Executive Board may otherwise determine, in order to maintain the appearance and value of the general surrounding of the community.

53. All sidewalks are the responsibility of the Unit Owner including their general repair and maintenance. All sidewalks are to be maintained as to general appearance and safety of guests and the public. The Executive Board may, at its discretion, determine maintenance or replacement is required, in order to maintain the appearance and value of the general surrounding of the community.
54. The Executive Board may, at its discretion, determine maintenance or replacement is required of any exterior of a unit. In accordance with home owner financial responsibilities, the Executive Board may also have the work performed and invoice the unit owner in instances where the unit owner does not comply with association regulations and notifications.
55. Extermination and related expenses are the responsibility of the Unit Owner.

### **LEASING OF RENTAL UNITS**

56. Unit Owners who wish to rent their Unit(s) in accordance with section 7.14 of the Declaration, must apply to Executive Board prior to renting a unit. The Executive Board will determine whether the percentage of units is less than 15%, and if so, shall grant approval for the unit to be leased or rented. If the percentage of units within the community which are rented at that time is greater than 15%, the Executive Board shall not allow the applicant to rent the unit. A unit which is currently rented shall not require this approval if they are just obtaining a new tenant for said property, provided that the Unit Owner follows all requirements of these regulations.
57. Unit Owners who lease or rent their Unit(s) must provide to the lease/renter a copy of the regulations in effect at the time of rental and the Declaration AND must make those regulations part of the terms and conditions of the rental.
58. Unit Owners who rent their Unit(s) must provide to the Board, within 10 days after renting a unit, the name and phone number of the lessee/renter, and a copy of any lease/rental agreement, as well as the names and vehicle information of those people who will reside at the Unit. Consistent with section 7.14 of the Declaration, the Board is entitled to enforce the rules and regulations against such persons directly, provided that the Unit Owner shall at all times be responsible to ensure that the tenants and occupants of the rental property comply with the Declaration and the Rules and Regulations. The Association shall have the right to require the Unit Owner take all necessary steps to terminate such lease and evict such tenant(s) within thirty (30) days after written notice from the Association as a result of violations of the lessee (or his family, guest or visitors) of the Declaration or regulations which continue to reoccur after written notice thereof is given by the association to the Unit Owner or the lessee. (also see section 7.14 of the Declaration)

## **FEES AND FINES**

The following chart will be followed for fees and fines associated with enforcement of the rules and regulations of the Heatherbrook Community.

| Notice              | Fee/Fine   |
|---------------------|--|
| <b>First Notice</b> | <b>Warning</b><br>(excludes parking violations that are subject to towing and/or a fine)                 |
| Second Notice       | \$50   |
| Third Notice        | \$100  |
| Fourth Notice       | \$250  |
| Subsequent Notices  | \$250 for each instance per specified period of time until remedied (if unpaid, all sums are cumulative) |

The above chart also applies to monthly Association Fees. The period will be for a rolling 12-month period, specific to the collection of association fees.

All fees/fines may also include attorney fees, as applicable, that are incurred in collecting the fees/fines.

## **ASSOCIATION FEE**

The current association fee is \$115.00, which is payable to the association on a monthly basis. Payment is due by the 1<sup>st</sup> of the month and any payment received after the 15<sup>th</sup> of the month, is considered late.

This fee may be changed periodically by the Executive Board to ensure the Association can maintain its budgetary needs.

## CHART OF COMMON MAINTENANCE RESPONSIBILITIES

### HEATHERBROOK HOMEOWNER'S ASSOCIATION INC.

| Component {note: all components not featured in all homes}                    | ASSOCIATION RESPONSIBILITIES | HOMEOWNER RESPONSIBILITIES                                      |
|---|------------------------------|---|
| Asphalt Parking Areas & Private Roadways (excludes driveways)                 | All                          | None  |
| Chimney Flues   | None                         | Cleaning, Repair, Maintenance                                   |
| Decks, Patios   | None                         | Maintenance, Cleaning, Replacement, Snow Removal<br>Ice Removal |
| Exterior Building Finishes- Siding, Cultured Stone                            | None                         | All   |
| Exterior Doors  | None                         | All   |
| Fireplaces, Hearths   | None                         | All   |
| Foundation, Slab, Structural Components                                       | None                         | All   |
| Gutters, Downspouts, Splash Blocks  | None                         | All   |
| Hardware, Locks, Hinges on Windows, Doors, Garage Door Mechanicals            | None                         | All   |
| Heating, Ventilation, Air-Conditioning, HVAC support pads                     | None                         | All   |
| Interior Components   | None                         | All   |
| Landscaping, Lawns  | Maintenance                  | Watering  |
| Lighting-Building Exterior (controlled by unit)                               | None                         | All   |
| Plumbing (Serving One Unit- Regardless of Location)                           | None                         | All   |
| Privacy Screening/Fencing Enclosing Patio or Deck                             | None                         | All   |
| Private Driveways   | None                         | Snow Removal, Sealing, Repair, Resurfacing/Replacement          |
| Recreation Facilities (if any)  | All                          | None  |
| Retention Ponds   | All                          | None  |
| Roof, Flashing, Soffit, Trim  | None                         | All   |
| Sidewalks & Entry Walks   | None                         | Repair, Replacement, Snow & Ice Removal                         |
| Service Lateral for Water & Sanitary Sewer from curb box or clean-out to home | None                         | All   |
| Storm Water Management System- Swales, Storm Piping                           | All                          | None  |
| Street Lighting   | All                          | None  |
| Valley Ponds Drive  | None (Public Road)           | None  |
| Valley Ponds Drive Landscape & Main Entrance Areas                            | All                          | None  |
| Windows, Glass, Patio Doors, Storm Doors, Skylights                           | None                         | Cleaning, Repair, and Replacement (with Association permission) |

**ARCHITECTURAL & LANDSCAPING ALTERATION REQUEST FORM**

**Heatherbrook Homeowner’s Association, Inc.**

Name: \_\_\_\_\_

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

Phone - Home: \_\_\_\_\_ Work: \_\_\_\_\_

Please state as concisely as possible the nature of the request to be considered. Include all proposed exterior additions and landscaping changes for which approval must be obtained. Cite any architectural guidelines which may be relevant to the Board of Directors' decision.

**Description and Specifications:**

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

Use other side for sketch or submit a separate page with plans.

Work to be completed by: \_\_\_\_\_. If a contractor will be performing the work, the insurance certificate of liability must be submitted as part of this request. The homeowner is responsible for the entire installation, maintenance, and upkeep (replacement, insurance, etc.) for the above request. If approved, this request will be made part of any agreement of sale that I/we may enter into, for the aforementioned unit. If any local building permits are applicable, it will be my/our responsibility to secure those permits (All unit owners must sign request form below).

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Forward completed form to: Heatherbrook Homeowner’s Association, Inc.

Approval:      Approved as Noted \_\_\_\_\_      Disapproved/Resubmit \_\_\_\_\_

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

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

## ANNUAL CENSUS

### Heatherbrook Homeowner's Association Inc.

Name: \_\_\_\_\_

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

Phone - Home: \_\_\_\_\_ Work: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Please list the names of the primary and secondary residents of your Unit:

Primary: \_\_\_\_\_ (for correspondence)

Other Resident 1: \_\_\_\_\_

Other Resident 2: \_\_\_\_\_

Other Resident 3: \_\_\_\_\_

Other Resident 4: \_\_\_\_\_

Please List Your Vehicles:

| Year | Make / Model | Color | License Plate State / # |
|------|--------------|-------|-------------------------|
|      |              |       |                         |
|      |              |       |                         |
|      |              |       |                         |
|      |              |       |                         |

Please List Your Pets:

| Animal Type | Breed | Color | Number, if more than one |
|-------------|-------|-------|--------------------------|
|             |       |       |                          |
|             |       |       |                          |
|             |       |       |                          |

Forward completed form to: Heatherbrook Homeowner's Association, Inc.