The Villages of Spring Ridge Homeowners Association

Rules and Regulations

Adopted September 28, 2006 Effective January 1, 2007

DIRECTORY OF RULES AND REGULATIONS

THE VILLAGES OF SPRING RIDGE HOMEOWNERS ASSOCIATION

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DIRECTORY OF RULES AND REGULATIONS THE VILLAGES OF SPRING RIDGE HOMEOWNERS ASSOCIATION

I. INTRODUCTION

- TO: Hawthorne Hill, Hickory Hill, Laurel Hill, Hawthorne Hill North, Sycamore Hill, Linden Hill and Spring Ridge Estates Homeowners
- FROM: The Board of Directors
- SUBJECT: Directory of Rules and Regulations

In order to better direct the property manager and the Architectural Control Committee, a Directory of Rules and Regulations (the "Directory") that follows the legal documentation in the Declaration of Covenants and Bylaws was created. This document particularly applies to the unique attached homes in Hawthorne Hill, Hickory Hill, Laurel Hill and Hawthorne Hill North and the patio homes in Sycamore Hill where the land around each home is Common Area owned by The Villages of Spring Ridge Homeowners Association, Inc. and the architectural plan is for uniformity and harmony of property exteriors, though certain items as noted also apply to the single homes in Linden Hill and Spring Ridge Estates.

This design concept is meant to be pleasing to all residents and guests and to avoid individual initiatives that may be offensive to some. It is also intended to enhance property values. The key principle to which you subscribed upon the purchase of your residence in a multi-unit community, a patio home in Sycamore Hill and as applicable to the single homes in Linden Hill and Spring Ridge Estates is a prohibition of any exterior additions, changes or alterations to it or the property without written permission of the Board of Directors (the "Board"). Exterior signs of any kind, or display of anything on the exterior surfaces of the units or on the Common Areas, are also prohibited. A few exceptions have been agreed upon by the Board and written into the rules.

Over the development period of The Villages of Spring Ridge, the documentation of clarifications, modifications, changes and deletions to the initial Directory of Rules and Regulations has been inconsistent and often confusing. In order to incorporate the changes in a more systematic way, the Board of Directors has revised the 2002 Directory of Rules and Regulations, subject to the Declaration of Covenants and Restrictions which are filed of record, for the Villages of Hawthorne Hill, Hickory Hill, Laurel Hill, Hawthorne Hill North, Sycamore Hill, Linden Hill and Spring Ridge Estates, which is attached. Please review it carefully so that each homeowner will have an understanding of the individual responsibilities. These rules supersede any directives that may have been issued in the past. We hope that all owners will comply with them voluntarily. They will be enforced by the property manager and backed by the legal authority of the Board. The procedure for citing infringements of the rules is contained in Appendix B.

Upon review and approval, the Board may grant certain individual variances as indicated in the Directory and in accordance with Appendix "A". The Board may supplement the Directory from time to time.

We hope that through this effort of mutual responsibility we will provide for the attractiveness and well-being of our community.

The Directors of the Villages of Spring Ridge Homeowners Association

II. DEFINITIONS

All definitions are referenced in the Declaration of Covenants and Easements and the following is a summary of those definitions.

Cluster zoning

The design of the town home dwelling units of the Villages of Spring Ridge embodies the concept of cluster zoning. Instead of erecting homes on many individually owned lots, the dwelling units are clustered so as to provide for attractive open space for the enjoyment of all residents. After development is finished, all the land will be owned by the Homeowners Association, collectively. No owners will possess privately owned yard area. This definition does not apply to the single family home sites in the Villages of Linden Hill and Spring Ridge Estates.

Common Open Space and Common Area

Common Open Space is the open area of land under our cluster zoning (including the land that is not owned by individual homeowners in the Villages of Linden Hill and Spring Ridge Estates) that is reserved for open space, active and passive recreation. That land, together with all other properties of The Villages of Spring Ridge such as parking areas, driveways, roadways and walkways, except the individual residential lots, constitutes common area (the "Common Area"). Ownership of the Common Area is shared equally by all members of the Homeowners Association and governed, by the Covenants and By-Laws. All Rules and Regulations related to the Common Areas apply to all unit owners of the Villages of Spring Ridge.

Harmonious Living

Cluster zoning creates neighborly proximities that require particular consideration of others on the part of residents and guests to avoid unwelcome intrusions of sight or sound upon those who adjoin.

Multi-unit Townhomes

The single family attached dwelling units within the communities of Hawthorne Hill, Hawthorne Hill North, Hickory Hill and Laurel Hill that share at least one common wall with another unit (the "Multi-units"). Each unit and the land on which it stands are individually owned. The unit owner is responsible for the maintenance and repair of the unit including the exterior envelope subject to the Rules and Regulations. All area within each community outside the exterior walls of the unit is Common Area.

Patio Homes

The single family detached dwelling units of the community of Sycamore Hill. Each unit and the land on which it stands are individually owned. The unit owner is responsible for the maintenance and repair of the unit including the exterior envelope subject to the Rules and Regulations. All area outside the exterior walls of the unit is Common Area.

Single Homes

The single family detached dwelling units (the "Singles") of the communities of Linden Hill and Spring Ridge Estates. The dwelling unit, other improvements and lot on which the unit and improvements are situated that is bounded by either Common Area, public right of way or adjacent single home lot, is owned by and is the responsibility of the unit owner subject to the Rules and Regulations noted below as "(*also applies to Singles*)".

The Villages of Spring Ridge Homeowners Association, Inc. ("VSRHOA" or the "Association")

The private, non-profit corporation that operates under the Declarations, By-laws and with covenants that are recorded in the property deeds for the dwelling units within the seven

villages of the planned community development of The Villages of Spring Ridge. The membership consists of the owners of those dwelling units (the "Members"). The primary purpose of the Association is to maintain Common Area and common facilities and provide services for the common enjoyment of the Members.

Underlying Governing Rule

The legal documentation establishing the Common Areas at The Villages of Spring Ridge provides that residents may not modify the exterior of the Multi-unit Townhome or Patio Home units or the property or hang or display anything on the units or the property unless authorized in writing by the Board or by proper amendments to the Declaration of Covenants and By-Laws. This is intended to promote community harmony and enhance property values by maintaining uniformity of appearance without visual blemishes.

III. ARCHITECTURAL CONTROL

1. MAINTENANCE RESPONSIBILITY- MULTI UNITS

In an effort to delineate between the maintenance responsibilities of the Association and the individual Homeowners, the Board has established this maintenance responsibility policy for all Multi-units. The responsibilities are subject to the applicable specifications and restrictions established for each Multi-unit village.

A. Owner's Responsibility:

- 1. All glass windows and glass enclosures, regardless of whether the glass is part of the building.
- 2. Exterior doors, locks, hardware, replacement
- 3. Deck flooring regular application of a clear sealant and repair/replacement
- 4. Light fixtures (all except street lights) maintenance, cleaning and bulb replacement
- 5. Garage door repair/replacement
- 6. Screens windows and doors
- 7. Chimney cap and cleaning
- 8. Awnings
- 9. Roofs and Siding
- 10. Gutters, down spouts
- 11. Exterior painting
- 12. Spigots (exterior) repair/replacement
- 13. Sewer line repairs and/or clogs up to and including the cleanout located outside the unit

<u>Note</u>: Exterior maintenance of Singles units inside the lot lines is the responsibility of the homeowner including all sewer repairs up to the point where the sewer lines are dedicated to the Township of Spring.

B. Association's Responsibility:

- 1. Mailbox repair/replacement
- 2. Concrete work-Sidewalks
- 3. Paving or seal coating of driveways
- 2. **INTERIOR OF UNITS -** Certain interior items that are visible from the outside of the unit are subject to restrictions.

A. Window Coverings - all window coverings must be an achromatic color or lined in an achromatic color.

B. Window Fans & Air Conditioners - window fans or air conditioners are not permitted. (*also applies to Singles*)

C. Signs and Other Window Displays - window signs, displays, paper and plastic stickup decorations are not permitted with the following exceptions:

1. Tot finder and pet finder signs/decals may be displayed in appropriate room's windows. Security signs/decals may be displayed in windows contiguous to entrances.

2. One "For Sale" or "For Rent" sign may be displayed in a window as appropriate. Such signs must be limited to 20 x 24 inches in size.

D. Garage Sales and Yard Sales <u>(also applies to Singles)</u> - are not permitted, other than a community wide garage/yard sale to be held annually on a date to be determined by the Board of Directors (the "Sale"), subject to the following conditions:

- Members who wish to participate from all Multi-unit Villages (Laurel Hill, Hawthorne Hill, Hawthorne Hill North, Hickory Hill) and Sycamore shall display any items in those areas designated on the common grounds <u>outside</u> the Recreation Center (the "Designated Areas"). No display or sale of items shall be permitted at individual Multi-units or Sycamore units.
- 2. Members who wish to participate from the Singles (Linden Hill and Spring Ridge Estates) shall either display items in the Designated Areas at the Recreation Center or at individual units.
- 3. The hours of the Sale shall be from 8:00 A.M. to 1:00 P.M., or as otherwise established by the Board.
- 4. A member of the Board shall work with a resident Member or Members to organize and coordinate the Sale activities and all participants shall abide by the procedures established by that person or persons.
- 5. All debris shall be cleaned up immediately after the Sale and any damage to the common area outside the Recreation Center used for the Sale must be repaired in a reasonable time after the sale.
- 6. There will be no access to the Recreation Center Building during the sale either for inside sale of items or for use of any facilities in the building.
- 7. A rain date may be set at the discretion of the Board for set-ups at the Recreation Building. Sale may continue during inclement weather in the Singles area at the discretion of the participating individuals.
- **E.** Chimneys All chimneys utilized for wood burning fireplaces in multi unit townhomes shall be cleaned by the first day of December of even years. The owner shall either: 1) provide a certificate from the company performing the service or, 2) sign an affidavit that the chimney will not be used within the next two years.

3. EXTERIOR OF UNITS

A. Decks and Patios and Porches

- 1. **Awnings** must conform to the specifications established by the Board of Directors . (Section VIV.4, Color & Styles) and may not extend past the outside wall of the home or past the edge of the patio or deck. Homeowners may be asked to replace their awning when the color or appearance of the awning changes due to age and fading. Fixed awnings should not be installed prior to April 1st and must be removed before November 1st to help extend the life of the awning.
- 2. **Outdoor furniture** must be neutral in color.
- 3. Umbrellas must be neutral in color.
- 4. Covers for outdoor furniture must be tailored and neutral in color.
- 5. **Planters and railing boxes** must be neutral in color and not visually conspicuous in themselves.

- 6. Artificial flowers are not permitted.
- 7. **Decorations and Fixtures** such as flags, wind socks, and wind chimes are not permitted other than provided for in section "3.B. Flags" below. One (1) set of wind chimes is permitted in Sycamore. However, a resident may be asked to be remove the wind chimes if a complaint is registered by a neighbor.
- 8. Permanent floor coverings of any size are not permitted on decks and patios.
- 9. Temporary floor coverings on decks and patios must be neutral in color.
- 10. Painting or staining of decks is limited to the colors indicated on Section VIV.4.
- 11. **Walkways and Terraces** may not be installed at deck entrances except that a maximum of three flagstones or similar neutral and natural stepping elements may be placed between the deck and the lawn area.
- 12. Laundry and bedding may not be aired or dried on the exterior of units.
- 13. **Storage** of anything other than regular outdoor furnishings and firewood, in the wintertime, is prohibited. Firewood is to be stored on decks or patios only in a firewood ring or container.

B. Flags

- 1. **No decorative flags**, banners, flag holders, brackets, etc. (except as provided in Section III.3. B.2. below) may be attached to the exterior of any building, door frame, patio railing, etc.
- 2. **One American Flag**, no larger than 3' x 5', may be displayed on the unit. A permanent flag holder is permitted upon the unit exterior. The following conditions apply to flying the American Flag:
 - a. The flag must be the current recognized American flag.
 - b. The flag must be replaced if becomes torn or dirty.
 - c. The flag may not touch the ground
 - d. The flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness. If the flag is not properly illuminated, it must be taken down at dusk each day.
 - e. The flag may not interfere with the landscaping maintenance of the common ground around the unit.
 - f. If the flag holder damages the exterior of the unit, the unit owner must promptly repair the exterior.
 - g. Small decorative flags are permitted one week before and one week following national holidays.
 - h. Flag pole installations require <u>prior</u> written approval of the Board following the submission of an Exterior Alteration Request Form.

C. Hose Policy

- 1. Laurel Hill No hoses shall be hung on hangers attached to outside walls of your dwelling, laid out on porches, patios or flower beds. No hose reels of any type are permitted. Hoses must be stored in hose pots or hose chests.
- 2. Hawthorne, Hawthorne North, Hickory and Sycamore Hill Hoses may be stored on the outside of the dwelling either on a porch or behind a shrub. Hoses

must be stored in a hose pot or hose chest, on a hose reel or coiled neatly behind a shrub.

D. Doors and Windows

- 1. **Approved storm doors** are permitted. See the Master Specification sheet (see Section XIV.4) for details. Door knockers are to made of solid brass and are not to exceed 8" x 8".
- 2. **Door Kick Plates** must be solid brass, well maintained and may not exceed 6" in height.
- 3. Garage doors are to be kept closed except when there is active garage use.

E. Signs (also applies to Singles)

- 1. **No signs** of any kind are permitted on the outside of dwelling units except one yard arm "for sale" sign in the Singles.
- 2. **Open House** signs are permitted in lawns in front of homes and are restricted to all day Saturday and Sunday to 6:00 P.M. No other exterior signs, arrows or indicators are permitted except as provided for the Singles as noted above. Realtors must be notified of these regulations by the homeowners. No "Sold" signs are permitted. Violations are subject to a <u>\$100 fine</u> for first time offenses.
- F. Air Conditioner Condenser Units and Air Conditioner Covers (also applies to Singles)
 - 1. **Air conditionerer condenser units** may be replaced without Board permission providing the replacement unit is placed in the same location and is of similar appearance as existing unit.
 - 2. **Air conditioner covers**, if used, are to be tailored specifically for the unit, neutral in color and of the type available from the contractor or of comparable design. Covers improvised from plastic tarps or sheeting are not permitted.

G. Decorations and Ornamentations

- 1. **No decorations** may be attached to the outside of dwelling units (including the door area, siding, outside light fixtures or garage door) with the following exceptions:
 - a. You may place a decoration on your front door such as a seasonal wreath or small welcome sign. The decoration should not exceed 12" x 12" and should be a predominantly neutral color.
 - b. Holiday or seasonal wreaths, swags or similar decorations may be displayed at the entry-ways of the dwelling units provided they are made of *primarily natural looking materials*. House numbers must remain visible.

<u>Note</u>: Plaques on building exteriors, gazing globes and fountains are not permitted.

- 2. **Decorations and Fixtures** No personal decorations of any kind are permitted in the Common Area with the following exceptions:
 - a. Door Decorations: Limit one (1) per residence.
 - b. Winter holiday decorative lighting of the evergreens in the original foundation planting areas, for generally recognized holidays where lighting is traditional, beginning at Thanksgiving and ending on January 15th.

- 3. Garden Decorations Each residence is permitted three (3) garden decorations. One may be located in a front bed, one may be located in a rear bed and one may located on a porch. Such items must be approved by the Board of Directors upon recommendation of the Architectural Control Committee. They are not to be mass produced or colored or configured so as to dominate the visual surroundings and are to be made of natural or natural appearing materials. These decorations include shepherd hooks, bird baths, welcome signs, number signs and sculptures. Gazing globes and fountains are not permitted.
- 4. Solar Lights Installation requires that the unit owner submit a written exterior alteration request describing the proposed lights and location of the installation. Owners may not install solar lights without prior Board written approval.

5. Bird Feeders, Bird Houses and Bird Baths

- a. Bird Feeders Residents of all units may place one (1) birdfeeder in a rear or side planting bed. The location of the birdfeeder may not interfere with landscaping services. Residents may be asked to remove the Bird Feeder if a complaint is registered.
- b. Bird Houses Residents may place one (1) Bird House (which does not contain bird feed) in a tree or on a suitable and sturdy pole in the planting bed. The Bird House should be made of natural or natural appearing materials and shall not be colored or configured so as to dominate the visual surroundings.
- c. Bird Baths are considered to be a Garden Sculpture and are addressed in the previous paragraph 3.
- 6. Window Boxes Permitted in Hawthorne Hill, Hawthorne Hill North and Sycamore Hill provided they meet the criteria listed below and the owner has submitted a Request for Alterations form and received written approval from the Board. All other villages will adhere to the policy prohibiting window boxes.

The following criteria must be met:

- a. Window boxes must be made of wood.
- b. Window boxes must have a plastic liner.
- c. The Window box must be the same color (see list in Rules and Regulations book) as the window framework.
- d. The window box must be the same length as the window frame.
- e. No artificial flowers may be placed in window box.
- f. The flowers must be well maintained and removed promptly when the flowers start to die.
- g. If any damage to the residence resulting from the installation of the window box is noted upon inspection of the unit, the owner must repair the damage immediately and may be required to remove the window box to prevent further damage to the residence.
- h. The owner will be responsible for all expenses related to installing and maintaining the window box.
- i. The Architectural Review Committee will recommend the placement of the window box subject to Board approval.
- H. Alterations & Modifications (also applies to Singles) No exterior additions or changes in shape, color or material may be added to dwelling units by owners without

prior written approval by the Board of Directors (See Section IV. for complete details). No fences or walls may be constructed except for Singles units where fences may be permitted of a type and location approved by the Board.

- **I.** Sheds no storage sheds are permitted (also applies to Singles)
- 4. WALKWAYS & DRIVEWAYS Unit walkways and driveways are part of the Common Area and are intended only for access to and egress from the Dwelling Units and Garages. Storage of items or extended recreational activities are prohibited. All equipment and all recreational driveway markings must be completely removed at the end of any day of use.

5. PRIVATE USE OF COMMON AREA (also applies to Singles)

A. Storage - No personal property of any kind is to be stored in the Common Area.

B. Recreational Activities and Equipment

- 1. Furniture, Accessories and Recreational Equipment may be temporarily placed in the Common Area contiguous to a dwelling unit for the use and enjoyment of residents and guests. Deck items shall be returned when not in use and other items shall be stowed out of sight. In no case shall anything be permitted to remain in the Common Area overnight. Organized games around the dwelling units are not permitted. Common areas are not to be used for golf practice or any other games such as softball, baseball, etc.
- 2. "Party" Tents are permitted with prior Board written approval after an application is submitted (see attached application)
 - a. No trucks or any motor vehicles will be used to move structures or materials across lawn areas. All materials must be moved by hand.
 - b. The tent may be set up no sooner than the day prior to the event and must be removed no later than forty-eight (48) hours following the event.
 - c. It is the responsibility of the Owner to remove and dispose of all trash and waste materials. Any failure to do so will result in the Association performing the task and charging the cost of the clean up, plus a fine, to Owner's account.
 - d. It is the responsibility of the Owner to see that the Common Ground used for this event is returned to its original condition. Any damage to the Common Ground will be the Owner's responsibility. If the Owner fails to repair any damage to the Common Ground, the Association will charge the owner the cost of restoration and a fine.
 - e. No music or other sound will be allowed at a volume that will disturb the peaceful enjoyment of the surrounding households.
 - The event, if located on Common Area of the Multi-units, must be concluded by f. 10:00 P.M. Sunday through Thursday nights and by 11:00 P.M. on Friday and Saturday nights.
 - g. In no event, shall any person sleep in the tent.
- 3. "Community Camp Out" The Board may permit communities of the Villages of Spring Ridge to conduct an event at which residents may sleep in tents on Common Area. An application must be submitted prior to any such event that is subject to written Board approval (see attached application).
- 4. Damage to Common Areas Any damage to the Common Area caused by a resident, guest or renter is the responsibility of the unit owner and if not corrected, after notice from the Board and/or Management Company, the Assocation will repair the area and charge the unit owner. If the Common Areas are damaged by moving

trucks or any other vehicles, any repairs will be made by the Association, and the repair costs will be charged to the unit owner. We urge all owners and investor owners to notify your tenants and/or new buyers (if applicable) not to park on the grass.

5. Outdoor lighting - No outdoor lighting, including low-voltage landscape lighting, may be installed in the Common Areas by homeowners without prior written permission of the Board of Directors as specified in Appendix "A".

ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO UNITS IV.

The purpose of these quidelines is to provide for the preservation and enhancement of the integrity, value and beauty of The Villages of Spring Ridge. The following guidelines are intended to conform to and accommodate special desires and needs of the Villages of Spring Ridge owners while at the same time strive to maintain the architectural consistency and the topographical harmony and uniformity originally intended.

Since we recognize that individual tastes and styles may vary from the originally intended personality and character of the community, there is a need for the Board of Directors to establish uniform guidelines and enforcement policies to implement architectural and property use restrictions for Owners.

1. GENERAL REQUIREMENTS AND RESTRICTIONS

- A. Request for Alterations Form the Unit Owner shall submit a Request for Alterations Form (attached hereto as APPENDIX "A") for all exterior alterations to the Unit. (also applies to Singles).
 - 1. In addition the Form itself, the request shall include:
 - a. Detailed plans at $\frac{1}{2}$ = 1' scale (if plans are larger than 11" x 17" resident must provide 9 copies), drawings and specifications in sufficient detail to adequately disclose the proposed alteration
 - b. A schedule indicating the planned starting date and duration of the project
 - 2. Application for permits shall be made by the Unit Owner at the expense of the Unit Owner.
 - 3. Your signature upon the Request signifies your agreement to expeditiously complete the project in accordance with the plans and specifications provided, if approved by the Board, and to absorb its full cost.
 - 4. Contractor requirements are detailed in APPENDIX "F"
- **B.** Structural Changes No Unit owner shall make or permit any changes in the Unit or upon the Common Area which adversely affect the structural integrity of the property. (also applies to Singles)
- C. Electrical Improvements No Unit owner shall install, remove, reconstruct or repair any electric lighting, unless application has been made to and written approval has been received from the Board. No outdoor lighting or other fixtures may be installed by homeowners without prior written permission of the Board of Directors as specified in Appendix "A".

2. BOARD OF DIRECTORS REVIEW PROCEDURES (also applies to Singles)

- A. Board Review The Board shall review all complete Request for Alternations Forms packages submitted.
- B. Board Response The Board shall act upon a Request for such consent in writing within sixty (60) days by responding as follows:
 - 1. APPROVED meaning the Board has no objections to the Request and construction may proceed as planned.
 - 2. APPROVED AS NOTED meaning the Board has no major objections but that specific noted revisions are required.
 - 3. DISAPPROVED RESUBMIT meaning there are either: (i) major items missing from the request or; (ii) significant violations of the policy. No construction may begin until the Request has been appropriately revised, resubmitted and approved by the Board.

Note: If no answer is given by the Board to the unit owner within sixty (60) days of submission of the request, the request is automatically denied.

- C. Appeal If at any time a unit owner wishes to appeal the decision of the Board, a letter detailing the reasons stating why the applicant believes the decision should be reviewed must be submitted to the Board. An open discussion of the issue will be scheduled for the next Board meeting. The unit owner will be given prior notice of the date and time of this meeting.
- D. Completion Notice Upon completion of a Board approved alteration project, the resident is to provide written notice to the Manager.

3. MUNICIPAL AND TOWNSHIP APPROVALS

Notwithstanding any approval that may be given by the Board in response to a Request for Alterations, the Township of Spring may also have requirements that the project be submitted for Township approvals, permitting and inspections under various codes and ordinances. While the Board of Directors and Architectural Review Committee will not knowingly review and/or approve a project which is in violation of the Township codes or other municipal regulations, it is the sole responsibility of the unit owner seeking to undertake an alteration project to obtain both Board approval and all required Township approvals and permits prior to commencing a project.

Note: See APPENDIX "A" for a copy of the Request for Alterations Form.

V. LANDSCAPING CONTROL

1. LANDSCAPING AND GARDENING

Because of the variety of the types of residential units in the seven villages of The Villages of Spring Ridge, landcaping regulations for the common areas will vary somewhat from village to village.

To ensure that any landscaping changes/additions do not result in any additional maintenance costs to the Homeowners Association, all proposed landscaping changes, extensions to original foundation planting areas and the planting of perennials, trees or shrubs must be clearly defined by the property owner and submitted to and approved in writing by the Board of Directors. The Board may determine that the property owner will be responsible for the costs of maintenenance of the landscaping change/alteration.

Because "owner added beds" often require maintenance beyond that which is normally provided by the Association, when the Unit is sold the new owner will be informed of any personal landscaping maintenance responsibilites via the 5407 Certificate of Resale.

2. GENERAL RULES AND REGULATIONS

- **A. Annual plantings** may be placed in the original planting areas.
- **B.** Border Plantings are not permitted bordering driveways and walkways except for the original planting beds.
- C. Flower Pots in Planting Beds A limited number of flower pots will be allowed in the planting beds. The number must be appropriate for the size of the bed and must not interfer with bed maintenance. The pots must be planted with seasonal flowers and must be removed when the flowers are gone.
- D. Trellises Residents may have one (1) freestanding trellis in the planting bed area or in a large pot (not attached to pillars, columns, etc.). It may not exceed a height of six (6) feet and must be properly maintained. Dead plants must be promptly removed from the trellis. The trellis should be stored inside once the plants have been removed.
- E. Artificial flowers and plants not permitted.
- F. Vegetable & fruit gardens not permitted in planting beds or in pots on decks, patios or porches.
- **G.** Garden fixtures and equipment -Garden lights, sprinklers or other fixtures may not be installed except in compliance with Appendix A and with prior written approval of the Board of Directors. Hoses, soakers and other gardening equipment may not be left in the Common Area when not in use.
- H. Plants grown on decks or patios shall not extend into the mowing area.
- 1. Special Exceptions: Landscaping changes, extensions to original foundation areas and the planting of perennials, trees or shrubs must be clearly defined by the property owner and submitted to and approved in writing by the Board of Directors. As a guideline, new beds are not to extend more than three (3) feet from the home (four (4) feet for Sycamore residents). However, each proposed change will be judged on a case-by-case basis.
- **3. COMMON AREAS** Common Area trees, shrubs or other landscaping items, other than those in foundation plantings, may not be trimmed or altered by homeowners unless such modifications are approved in writing by the Board of Directors. The exception being any plantings that were requested by the resident and approved by the Board <u>(also applies to Singles)</u>.

Note: Trees will be removed in the Common Area if they are dead, diseased, dying, or crowding out other trees or plantings. Trees will not be topped.

VI. PARKING & TRAFFIC CONTROL

1. PARKING

Because of the variety roadways, driveways and parking facilities in the seven Villages of the Villages of Spring Ridge, certain parking regulations, in addition to those uniformly applicable to all Villages, will apply specifically to a Village or Villages as described below

A. Uniform Parking Regulations Applicable to all Villages

1. Abandoned Vehicles - No vehicle, defined as an "Abandoned Vehicle" by the Pennsylvania Vehicle Code, shall be parked or stored by residents in the Common Areas and are subject to towing at the owner's expense.

Note: The Vehicle Code defines an "Abandoned Vehicle" as: any vehicle without a valid registration plate, current certificate of inspection, ascertainable vehicle identification number, or a physically inoperable vehicle.

2. Motor Homes belonging to residents or guests of residents may be temporarily left in parking areas during loading and unloading situations. Motor home parking is available at the pool parking area for one night (do not park immediately in front of the clubhouse). Parking in the pool parking area for any period longer than one night must be approved in advance by the Board.

B. For Hawthorne Court, Hawthorne Court North, Hickory Hill, Sycamore Hill

- 1. Due to the limited number of visitor parking spaces, personal vehicles should be parked in garages or driveways whenever possible.
- 2. If homeowners are going on vacation or away for a weekend, they should park their vehicles in their garage or driveway to ensure adequate visitor parking.
- 3. No parking is allowed on Village roadways except for active delivery or pick-up sitituations or service vehicles.
- 4. Parking on the grass is not permitted at any time.

C. For Laurel Hill

- 1. See The Villages of Spring Ridge Declaration, Article II Section 4.
- 2. No parking is allowed on Village roadways except for active delivery or pick-up sitituations or service vehicles.
- D. For Linden Hill and Spring Ridge Estates there are no additional parking regulations other than those in Section A above.
- 2. SPEED LIMITS the speed limit for all roads within the Villages is 15 miles per hour. Obvious violators will be fined.

3. SIZE AND VEHICLE LIMITATIONS

- A. Permitted Vehicles The Villages parking lots are strictly for residential passenger vehicles, the weight of which will not cause undue excess wear on the parking areas.
- B. Prohibited Vehicles Vehicles with more than two (2) axles or weighing more than three tons are not permitted.
- C. Specifically Prohibited Vehicles The following vehicles are specifically prohibited and not permitted to remain parked on the Villages of Spring Ridge property except during a load or unload situation:

- 1. Campers boxes.
- 2. Vehicles with more than 4 wheels.
- 3. Truck caps larger or taller than their cab will allow.
- 4. Vans with exterior body conversions.
- 5. Snow plows and/or attachments.
- 6. Roofing, siding, dump trucks; campers, trailers, boats and/or boat trailers, etc.
- 7. Vehicles with body extensions, body racks, ladder racks or ladders.
- 8. Boats, trailers, campers.
- 9. All-terrain vehicles (ATVs), dune buggies, snow mobiles, etc.
- 10. Race cars or other unlicensed sport vehicles.
- 4. DELIVERY RESTRICTIONS Delivery trucks with more than two axles and more than six wheels, especially eighteen wheel tractor trailers (with the exception of moving vans or service vehicles such as garbage trucks or landscaper vehicles while performing services) are not allowed in any Village for any reason. If a delivery is expected that may be delivered in such a large vehicle, arrangements must be made with the delivery agent for it to be picked up at a remote location such as the Recreation Center/Pool auxiliary parking lot. Residents who disregard this rule shall be subject to being immediately fined for each observed offense.

5. REPAIR RESTRICTIONS

- A. No vehicle shall be left standing in a parking space in a non-operative condition, nor shall any vehicle be tuned, repaired, or otherwise mechanically serviced or attended (except for changing a flat tire and other emergency repairs needed to permit an inoperative vehicle to be moved). Owners will be charged for any damaged caused by their vehicle leaking oil or other lubricants onto the asphalt.
- **B.** Washing of vehicles with mild soap on the driveways or roadways that are part of the Common Area is permitted providing no damage occurs to the common areas or any adjacent property.
- 6. LIABILITY AND RESPONSIBILITY OF OWNERS a guest is considered an Invitee of the Unit Owner and the Unit Owner will be responsible for all damage or fines incurred In the event that the guest brings a prohibited vehicle (boat, trailer, all terrain vehicle, etc.) onto the Property. Unit owners are responsible for all fines and expenses incurred for the towing of vehicles as a result of vehicle violations by themselves, their guests, tenants or contractors.

7. MOTORCYLCLES

- **A.** All motorcycles must use a wooden or metal plate beneath the kickstand to prevent damage to the blacktop.
- **B.** Motorcycles must be kept in good mechanical condition (i.e. no noisy mufflers) so as to not disturb the peace.

VII. PET POLICY

(also applies to Singles)

1. GENERAL RULES

- A. Each Unit may keep a total of two domesticated household pets (dogs and cats) for noncommercial purposes. Such pets shall be on a leash when in the Common Area and their waste shall be <u>immediately</u> picked up and properly disposed of by the owner. Such pets may only be kept if they do not create a nuisance. Visitor's pets are subject to the same rules and regulations as resident's pets and observance is the responsibility of Member/resident.
- **B.** No exotic pets, that are not normally domesticated, shall be raised, bred or kept in any unit or in the Common Area.
- **C.** In addition to the pets permitted in Section A above, a reasonable number of small pets (such as birds and fish) may be kept in Units subject to Rules and Regulations adopted by the Board. These rules may be further defined to exclude any type or category of pet.
- **D.** No pets may be kept, bred or maintained for any commercial purposes.
- **E.** Any authorized pet causing or creating a nuisance, unreasonable disturbance or health hazard shall be permanently removed from the property within ten (10) days of receipt of written notice from the Board.

Note: See Appendix C for Registration Form

2. DOGS

- A. In no event shall a dog be permitted on any portion of the Common Area unless on a leash.
- **B.** Owners are responsible for immediately cleaning up any droppings that may be made on the ground and for preventing urination on shrubbery, other plantings, signs and other fixtures.
- **C.** No dog houses, temporary or permanent shelters, dog runs or electronic fences are permitted. Tying of leashes to exteriors of any building or to porches, decks, patios, trees or any anchoring devices is not permitted.
- **D.** Dogs may not be left unattended on porches, decks, patios or any other outdoor areas under any circumstances.

3. CATS

- **A.** In no event shall a cat be permitted on any portion of the Common Area except in the company of its owner. Cats may not roam overnight or at any other time or be left unattended in any area of a dwelling unit which permits free access to the outside.
- **B.** Owners are responsible for immediately cleaning up any droppings which may be made on the ground. The owner will reimburse the Homeowners' Association or individual unit owners, as appropriate, for any damage caused by urination, tooth or claw.

4. NUISANCE SITUATIONS

- **A.** Residents will not cause or permit their pets to make disturbing noises, in or outside dwelling units, which will interfere with the rights, comfort or convenience of other residents.
- **B.** In any instances where shrubs, lawn areas, other plantings or any dwelling unit or Common Area property must be repaired or replaced due to pet damage, the pet owner will be held financially liable and charged accordingly.

- **C.** The Board can require removal of any pet whose conduct or condition is duly determined to constitute a nuisance or threat to the health or safety of occupants or other persons in the community (see Section VII. 1. E. above).
- **5**. **VISITING PETS** Visiting pets are subject to the same rules and restrictions as resident pets. They are equally the responsibility of dwelling unit owners. Pets who visit more than occasionally, or who stay for extended periods, will be regarded as resident pets for purposes of the two (2) pet limit set forth in Section VII. 1. A. above.

VIII. SATELLITE DISH AND ANTENNA POLICIES

(also applies to Singles)

In compliance with Federal Communications Commission (FCC) Regulations regarding antennas, and what a community association is, and is not permitted to do to regulate antennas under the Over-The-Air-Reception-Devices (OTARD) Rule implementing Section 207 of the Telecommunications Act of 1996, the Board of Directors for the Villages of Spring Ridge Homeowners Association (VSRHOA) has approved the following guidelines for installation of Satellite Receiving Dishes/antennas.

None of the guidelines are intended to impair Direct Broadcast Satellite (DBS) antennas that are less than 1 meter (39.4") in diameter, television broadcast or Multi-point Distribution Services (MDS) antennas that are less than 1 meter (39.4") in diameter and required masts by: a) preventing or unreasonably delaying the installation maintenance or use; b) unreasonably increasing the cost of antenna installation, maintenance or use; c) precluding the reception of acceptable quality signals.

- 1. Only one satellite dish providing certain services from a service provider per home.
- 2. The satellite dish may not exceed 1 meter in diameter (39.4")
- 3. Dish cannot be installed on common ground.
- 4. To prevent safety problems, wiring must be concealed underground and on the building. The wire should match the color of the siding.
- 5. The satellite dish must be for the owner's personal use, not for commercial use.
- 6. If FCC or other applicable federal regulations change, the Association has the right to require the homeowner to remove/relocate the satellite dish at the owners' expense.
- 7. The preferred location/installation is one that is not visible from the front of any home, as close to the ground as possible with no extension masts, directly attached or adjacent to your home (rear side) and shielded from view by landscaping.
- 8. Any required mast must be adequately supported and secured. Furthermore, any mast that extends more than 12 feet above the roof line or extends higher than the distance between the antenna location and the lot line shall require prior Board approval of the proposed installation.
- 9. Any antenna installation contractor shall have adequate liability insurance.
- 10. The VSRHOA may require indemnification against damage to common areas or other resident's property that may result from the installation of an antenna.
- 11. The VSRHOA may restrict any antenna installation that creates a safety hazard.

IX. POOL, RECREATION CENTER AND TENNIS COURT FACILITIES (also applies to Singles)

The pool, Recreation Center and tennis court areas are part of the common facilities that are operated and maintained by the Association for the common enjoyment of the Members. Certain Rules and Regulations and procedures have been adopted to assure the proper operation of these facilities.

1. POOL

A. Fees

- 1. There are no Fees for the use of the pool and tennis court facilities for Multi-units or Sycamore Hill Members.
- 2. There is an annual fee (the "Pool Membership Fee") for Singles Members for use of the pool that includes use of the tennis court and a separate fee for Singles to use only the tennis court. (The fee is subject to change but as of 2006 was \$160 per season).

<u>Note</u>: The Singles will be issued new keys for the pool gate(s) each year upon payment of the Pool Membership Fee for that year and the proper completion of the application for membership and acknowledgement from the management company.

3. The Replacement Fee for all lost keys is \$25.00.

B. Pool Rules / Regulations

The Pool Rules/Regulations are listed below. <u>Please note that these Rules/Regulations</u> <u>may be changed or amended at any time</u>. Please see the Rules posted at the Pool area or contact the property manager for the most up-to-date version.

POOL REGULATIONS FOR THE 2006 SEASON

 POOL HOURS:
 8:00 AM TO 11:00 AM –
 ADULTS ONLY (18 & OLDER)

 11:00 AM TO 8:00 PM FAMILIES

 8:00 PM TO 10:00 PM –
 ADULTS ONLY (18 & OLDER)

I. ADMITTANCE PROCEDURES

- 1. Admittance to the pool is allowed by owners of this community and no more than two visitors. Members and guests must sign in upon arrival.
- 2. Children under the age of **16** must be accompanied by a parent or responsible guardian who must be inside the pool area with the child. Parents please do not send young children to the pool alone. Violation of this rule will result in suspension of pool privileges.
- 3. It is the parent's responsibility to watch their own children in the baby pool.
- 4. THE POOL ATTENDANT HAS THE AUTHORITY TO REFUSE ADMITTANCE TO PERSONS FELT UNFIT TO SWIM FOR REASONS OF HEALTH, SAFETY, INTOXICATION, DRESS, OR UNRULY BEHAVIOR.

II. GUEST POLICIES

- 1. No more than two (2) guests per household are permitted to enter the pool area at all times.
- 2. Guests must also be accompanied by the Resident host.

III. GENERAL RULES AND REGULATIONS

- 1. Have babies wear cloth diapers with rubber pants or swim diapers. No disposable diapers are permitted as they will dissolve and clog the filter. Infants must use the smaller child pool. Only "potty trained" children are allowed in the big pool.
- 2. Wear proper swim attire (NO cutoff jeans, etc.)
- 3. OBEY THE INSTRUCTIONS OF THE POOL ATTENDANT AT ALL TIMES.
- 4. Do not extinguish cigarettes on the grass. Please dispose of them properly.
- 5. Clean up the pool area before leaving.
- 6. Vacate the pool during thunder and lightning storms.

IV. NOT PERMITTED IN THE POOL AREA

- 1. Glass containers of any kind.
- 2. Running, diving, cannonballs, playing ball, or engaging in horseplay.
- 3. Rafts or other flotation devices in the pool (only at pool attendant's discretion).
- 4. Playing radios loud enough to disturb others.
- 5. Pets.
- 6. Leaving children unattended.
- 7. Gum chewing
- 8. Diving, jumping backwards, or doing flips off the edge of the pool.
- 9. Entering the pool with an open wound.
- 10. Climbing fences.
- 11. Alcoholic beverages.

FAILURE TO COMPLY WITH THESE POOL REGULATIONS MAY RESULT IN TEMPORARY OR PERMANENT LOSS OF POOL PRIVILEGES AND/OR FINES AGAINST THE HOME OWNER.

2. RECREATION CENTER

A. Rules and Regulations - The Recreation Center Rules and Regulations are listed below. <u>Please note that these Rules/Regulations may be changed or amended at any time</u>.

The property manager should be contacted to arrange for the rental of the Recreation Center.

RECREATION CENTER RULES AND REGULATIONS

- 1. A Lease Agreement must be signed prior to the use of the facility.
- 2. There is no smoking allowed in the Recreation Center.
- 3. The Fireplace is not in operation. Please do not attempt to operate it.
- 4. The hours of operation are from 9:00 AM to 12:00 Midnight. Earlier admittance may be arranged in advance.
- 5. No alcoholic beverages may be consumed on the premises, in the parking lot, or anywhere adjacent to the Recreation Center.
- 6. Supervision:

- All rentals must have adult supervision (over the age of 21).
- At least one adult must be in attendance for every fifteen children under the age of 16.
- 7. Use of the Pool is NOT INCLUDED in the rental of the Recreation Center.
 - No one attending the Recreation Center function may enter the pool area through any door of the Recreation Center.
 - The LESSEE will be fined \$100.00 for each member of the group entering the pool area.
 - In addition, if any Member or guest enters the pool area, the LESSEE will lose his/her security deposit as well as his/her family pool privileges.
- 8. Fees: Rental fees cover a four (4) hour time period. Additional fees may be charged for a longer rental period.
 - There is a \$100.00 cleaning/damage deposit due at the time of the signing of the Lease Agreement. This deposit may be returned (see Lease Agreement).
 - There is a \$50 rental fee due at the time of the signing of the Lease.
 - Special fees will be negotiated for groups having regular functions at the Recreation Center.
- 9. Any excessive noise in the room during the time of the rental that is overly annoying to the neighbors will be subject to a \$50.00 fine.
- 10. The kitchen may not be used for the cooking or baking of any foods, but only for the warming and preparation of foods.
- 11. The number of guests should not exceed 50 persons.
- 12. No staples, tape or other items that may potentially harm the paint surface of the walls may be used to hang decorations.
- 13. All common expenses, special assessments, late fees, interest and all other charges assessed against any unit owed by the LESSEE shall have been paid in full at the time this Agreement is signed.
- 14. Admission may not be charged at any party given in the clubhouse. This room is to be used for social gatherings only and may not be used for money-making functions.
- 15. The Recreation Center may not be rented by a LESSEE for use by another person or group.
- 16. The LESSOR reserves the right to terminate the function at any time if, in the LESSOR's sole opinion, such function is in violation of these conditions or is causing a disturbance. In the event of such termination, the entire fee will be retained.
- 17. Clean-Up Requirements: (failure to do these tasks will result in the loss of your cleaning/damage deposit)
 - All tables and counters must be wiped clean.
 - Floors and rugs must be vacuumed.
 - Do not leave any food or drink behind
 - Stove must be off and refrigerator must be empty.
 - Furniture should be moved back to its original location.
 - Decorations should be removed.
 - Trash must be removed from the Recreation Center and disposed of privately. Trash is <u>not</u> to be left at the Recreation Center.

- Lights must be turned off.
- Bathrooms must be cleaned-floors, toilets and sinks.
- All exterior doors are to be locked.
- Thermostat must be set at 80 degrees in the summer and 60 degrees in the winter upon leaving the building.

Note: Vacuum, mop and bucket are in the closet, and cleaning supplies and trash bags are in the kitchen.

B. Recreation Center Lease Agreement - The form of Recreation Center Lease Agreement is shown in Appendix D.

3. TENNIS COURT

- A. Fees There are no Fees for Multi-unit or Sycamore Hill Members. There is an annual fee for Singles use of the Tennis Court if the Singles Member has not paid a Pool membership Fee for the current year.
- B. Rules and Regulations The Tennis Court Rules and Regulations are listed below. Please note that these Rules/Regulations may be changed or amended at any time.

TENNIS COURT RULES AND REGULATIONS

COURT TIME

- Admittance to court will be from DAWN TO DUSK.
- Period of play will be ninety (90) minutes for doubles and sixty (60) minutes for singles.

RESERVATIONS

- All reservations shall be on a first come, first served basis, BUT courts may be reserved no more than three (3) days in advance via the posted sign-in-sheet.
- Reservations are to be made on the hour or half-hour.
- An individual family may not reserve a court for more than one reservation per day.
- Adults (18 years or older) have priority from 5:00 PM weekdays and all day on weekends and holidays. Juniors may not reserve the court during these adult priority hours. Juniors may use the court during adult priority hours if no adults are utilizing the court at that time.
- PLAYERS UNDER 14 MUST BE ACCOMPANIED BY A RESIDENT ADULT.
- Use of courts is limited to RESIDENTS and to guests accompanied by RESIDENTS. . Guests may not play on the court at any time unless a RESIDENT is playing with them.
- If reservations are not honored by ten minutes after the reservation time, they are automatically cancelled.
- Play time starts on the hour or half-hour and players must leave the courts promptly . at the end of the scheduled time to allow others their fully scheduled time.
- As a common courtesy, please play your time or remove your name from the sign-up sheets to make time available to others.

COURT ETIQUETTE

- Tennis shoes and reasonably appropriate attire must be worn on the court. TRACK SHOES, RIGID OR HARD SOLED shoes are strictly forbidden, as they can damage the court surface. NO ONE IS PERMITTED ON THE COURT WITH STREET SHOES.
- No food shall be permitted on the court areas.
- All tennis players shall dispose of trash in the receptacles provided for such purposes.
- No visitors are permitted on the courts for any reason (i.e., sunbathing, reading, etc.). RESIDENTS are permitted to finish a game, not a Set with the permission of the next reservation holder.
- The Court is for recreational play only, no chargeable tennis lessons are to be given.

MOST IMPORTANTLY

- The Tennis court is for tennis ONLY. NO ROLLER SKATING, SKATEBOARDS, BICYCLES, ETC. OR OTHER ACTIVITIES WILL BE TOLERATED. ADULTS ARE RESPONSIBLE FOR THEIR CHILDREN'S ACTIONS.
- THE COURT MUST BE LOCKED WHEN LEFT EMPTY, EVEN IF THERE ARE RESERVATIONS POSTED FOR LATER IN THE DAY. Unfortunately, this is absolutely necessary to prevent vandalism to our court. Players leaving court are asked to confirm that the persons waiting to play are RESIDENTS. OTHERWISE, unauthorized persons will have access and may accidentally lead to irreparable damages to the court.

Preserve your tennis court - make sure the gate is locked when you leave.

X. OTHER RULES AND GUIDELINES

1. TRASH AND RECYCLING (also applies to Singles)

- **A.** Trash is to be stored inside until the morning of the day of pick-up.
- B. Trash shall be deposited for pick-up in heavy-duty sealed vinyl trash bags or plastic garbage cans at the end of the resident's driveway (NOT on the grass on mowing day or blocking the mailbox from mail delivery). Cardboard or other materials that are inappropriate for trash bags or cans are to be bundled and tied or otherwise secured so as not to be wind-susceptible. Residents must tightly secure light items such as Styrofoam packing peanuts so they will not be blown around by the prevailing winds.
- **C.** If, for any reason, trash is not picked up on the designated day, it is to be returned inside on that day until subsequent pick-up.
- **D.** Recyclable items (as prescribed by the trash hauling contractor) are to be placed in the provided blue recycling buckets (or other acceptable container) with the tops securely snap-locked on. Newsprint is to be tied in bundles or placed securely in brown paper grocery bags. Placement and storage rules are the same as for trash. All recycling buckets are to be returned inside as soon as possible after pick-up and in no case are to be left outside beyond the day that pick-up is scheduled.
- E. It is suggested that homeowners mark their addresses on recycling buckets and lids, if any, with indelible magic marker to aid in retrieval of wind blown or mishandled items.

F. Single units shall handle trash and recyclables per the methods set forth by the Township of Spring for municipal collection and disposal should there be any conflict with the above.

2. SNOW REMOVAL POLICY

- **A.** Snow removal policies are determined by the Association depending on conditions. Please refer to your latest directive from the Board or property management firm for instructions.
- **B**. General Snow Removal Procedures:
 - 1. The contractor shall commence removal only after 2" of snow has accumulated.
 - 2. The main roadways will be cleared first followed by driveways and parking areas.
 - 3. Walkways will be cleared only after the snowfall has stopped, depending upon conditions, at the contractor's discretion. The Association has the snow removal obligation for the Villages of Spring Ridge. Therefore, we have instructed the contractors to treat <u>all</u> sidewalks with ice-melt material. Individual unit owners may not instruct the contractors to leave their sidewalks untreated.
 - 4. It is the responsibility of individual owners to shovel out their vehicles. The contractor has been instructed not to shovel out vehicles
 - 5. If applicable, please park your vehicles inside your garages prior to a storm.
 - 6. When the plows are in your Village, please move your cars so the parking areas can be cleared out more efficiently and cars will not be plowed in.
 - 7. In an effort to keep all owners happy, the contractor will be alternate the first plow and shovel operations in different areas so that no one section will always be cleaned out last (i.e. both ends toward the middle sections, then the next time, plow and shovel from the middle towards both ends, etc.)
 - 8. We have many areas that once cleaned, may refreeze, because of ice melting, rain or water dripping from downspouts, etc. You will notice that some Villages have placed barrels near the mailboxes. These barrels will be stocked with a proper ice-melting agent. Please feel free to help yourself to it, and use it if you know you know of any area that is prone to icing and/or refreezing. **DO NOT USE ROCK SALT**, or other material not provided for you in the barrels, because that material may have a deteriorating effect on the concrete that causes it to pit and crumble.
- **3. SOLICITATIONS** <u>(also applies to Singles)</u> Intra-Village and Inter-Village solicitations are prohibited. Flyers, pamphlets and door-hangers and the use of mailboxes for solicitations is prohibited. Identifiable outsider solicitations should be reported to the management firm for appropriate action.
- 4. DISTURBANCES <u>(also applies to Singles)</u> No noxious, unsightly, or offensive activity, including vehicle repairs, which may become an annoyance or nuisance to other residents, shall be conducted on any lot or on any portion of the Common Area by owners, residents or guests.
- 5. COMMON AREA MAINTENANCE <u>(also applies to Singles)</u> Homeowners' complaints or requests concerning Common Area Maintenance should be submitted to the management firm in writing for review and appropriate action.

6. PEST CONTROL/EXTERMINATION POLICIES

- **A.** Some extermination services are included as part of the benefits of your monthly fees. These cover the Common Area elements of the Association and each individual Unit under the following condition: The source of the infestation is external and the nature is destructive or a health problem. Items covered by the Association include meadow voles, skunks, and wasp and hornets nests on common area trees.
- **B.** Individual unit problems such as roaches are the responsibility of the Unit Owner. These should be dealt with immediately on an individual basis. If the infestation travels to adjoining units it becomes an Association responsibility and will be treated however, if an individual Unit is determined to be the source of the infestation, that Owner will be responsible for payment.

XI. ENFORCEMENT PROCEDURES (also applies to Singles)

- If you witness a violation or an infringement of the Rules and Regulations that you believe should be remedied, you may decide to discuss it directly with the responsible party or, as an alterantive, if it seems that this action would lead to undue friction or unpleasantness, you may submit *a written complaint* (Appendix B) including a full description of the issue, date and time of the violation and mail it to the Management Company.
- All violations will be reviewed by either the Board of Directors, or the Architectural Control Committee which will investigate the violation and recommend disposition to the Board. The Board will then instruct the Manager as to appropriate remedies, fines or other penalties. You will be notified of the outcome.
- **3.** Those submitting written complants will remain anonymous unless their identities must be revealed, with their permission, to satisfactorily dispose of the violation.
- **4**. In addition to violations reported and handled as above, The Board of Directors and the Architectural Control Committee will make periodic planned tours to try to insure the attractiveness and well-being of our community. If violations are noted, the Owner will be sent a violation notification.
- **5.** In accordance with the By-laws, Article V, Section 8 (d), the Board of Directors has the right to: "Adopt and publish rules and regulations including fees, if any, governing the use of the common area and facilities, ... together with such additional regulations as are necessary to protect and preserve the health, safety and welfare of the residents.

XII. ASSESSMENTS, FEES AND LATE CHARGES

<u>(also applies to Singles)</u>

1. ASSOCIATION FEES

- **A**. Quarterly Association Fees are due at the Management Office on the first day of the billing quarter with a fourteen (14) day grace period.
- **B.** Payments received in the Management Office after the 15th of the quarterly billing month (regardless of postmark date) will be considered delinquent and subject to administrative late collection fees in the amounts listed below:

\$25.00 per month - Hawthorne, Laurel, Hawthorne North, Hickory, Sycamore

\$10.00 per month - Linden and Spring Ridge Estates

- **C**. Units with delinquencies over one quarter (1/4) year late will be taken to the local District Justice (small claims court) for collection.
- **D.** Unit owners will be responsible for all attorney fees, legal costs and any other related costs incurred against their unit for the collection of any amounts overdue.

2. WATER BILLINGS

- **A**. Quarterly water and sewer bills are mailed to all owners of units at Hawthorne. Monthly water and sewer bills are mailed to all owners at Laurel. Since the Association only has a legal relationship with owners and not with their tenants, the Association will only accept payment from owners, not from tenants and investors must make their own arrangements with their tenants for reimbursement.
- **B.** Any water billing accounts with an outstanding balance after the 15th day of the quarter will be assessed a \$10.00 late charge per month.
- **3. DENIAL OF PRIVILEGES** Any unit owner, who is not paid up in full for all obligations to the Association, will be denied recreation facility and pool privileges. This includes Association Fees, assessments, water bills, late fees, court costs, etc.

4. FINES

- **A.** The Board of Directors shall review the facts in each case of a violation and may impose a monetary fine. The fines shall range from a minimum of \$25 to a maximum of \$500 for the first occurrence, in addition to the costs of repairing or replacing items damaged by the violation, plus administrative costs. In setting the fine, the Board of Directors shall consider the severity of the violation, prior warnings, affect on other residents, and any other matters it deems relevant.
- **B.** Once a fine is levied upon a unit for violations of the Association's rules and regulations, payment is expected immediately.
- **C.** If the fine is not paid within sixty (60) after being imposed, additional fines and late fees may be imposed until payment is made.
- **D.** The Board of Directors will take legal action if the violation is not immediately corrected and if the prompt payment of any fines is not received.
- **E.** Accounts with delinquencies over one quarter (1/4) year late will be taken to small claims court for collection.
- F. If at any time a unit owner wishes to appeal the decision of the Board that resulted in the imposition of a fine, a letter detailing the reasons why the decision should be reviewed must be submitted to the Board. An open discussion of the issue will be scheduled for the next Board meeting. The unit owner will be advised in advance of the date and time of this meeting. The Board may agree to have a private discussion with the unit owner under certain circumstances.

XIII. INSURANCE

(also applies to Singles)

The Homeowners Association is responsible to maintain the following insurance protection for Association property and Members:

- 1. **PROPERTY COVERAGE** Insurance coverage, at replacement cost, is provided for the Recreation Building.
- LIABILITY COVERAGE Coverage provides protection to the Association for personal injury including Bodily Injury, Property Damage, and Advertising Injury claims for which the Association becomes legally liable.

The Association's Directors and Offifcers ("D & O") policy coverage is designed to protect Directors and Officers for damages incurred because of a wrongful act for which they may be legally liable.

3. EXTENSIONS OF COVERAGE - The Association insurance policy also includes coverage for common improvements of the Association including fences, walks, tennis courts, and the inground pool for Named Peril coverage. These Named Perils do include fire, lightning, falling objects, windstorm, vandalism, sinkhole and earthquake, and are subject to exclusions.

Other coverages includes Employee Dishonesty and Workers Compensation.

- **4. INSURANCE PREMIUM -** The policy premiums for the Homeowners Association are a common expense and are collected as part of the Association fee.
- 5. NEED FOR MEMBER PERSONAL INSURANCE The Homeowners Association policy provides <u>no</u> personal coverage for individual homeowners. It only provides protection for the Association. Owners must purchase homeowners type or, if renting the unit, landlord type insurance coverage. This would include coverage for the building or unit, personal contents, additional living expense/loss of rents, and personal liability. Consideration should be given to the following items in your homeowners policy: earthquake and sinkhole, special assessment, sewage back-up, water line.

Note: The statements contained in this Section are intentionally broad and general in nature. These statements do not extend, modify or explain all of the clauses and conditions of the Association insurance policies. In cases where the wording of the regulation differs from the wording of the Association insurance policy(s), the wording of the policy shall govern. Specific policy wording, terms, conditions and warranties will determine the applicability and extent of coverage provided.

XIV. ALTERATION GUIDELINES

- 1. **ELECTRIC HEAT TAPE –** To prevent ice damming, heat tape installation is approved subject to certain restrictions:
 - **A.** Installations of heat cable (tape) can present a very dangerous problem, fire etc. Therefore, before installation a Request for Alteration Form must be submitted to the Architectural Review Committee for approval. The Form must include specifications from a certified and licensed electrical contractor and a specification sheet on the type of material being used, etc.
 - **B.** Installation may be inside downspouts and gutters provided that the wiring is not visible. Roof heat tape wiring is permitted on the lower portions of the main roof provided that the tape installation is professionally installed and the wires are dark in color.

- 2. INTRUSION LIGHTS (*also applies to Singles*) The Architectural Committee reviewed and developed community standards for intrusion lights. The following standards apply:
 - **A.** The fixture is to blend in with the existing outdoor light fixtures.
 - **B.** The light should be directed towards the Common Areas and not toward other homes (so as not to shine into other bedrooms etc).
 - **C.** Fixtures should include a motion detector so that unit is not "on" continually.
 - **D.** Height of fixture should be considered so that an intruder would be unable to unscrew the light. If you are simply converting your existing fixture, please make certain that it is made tamper proof.
- 3. GUTTER HELMETS The following standards apply:
 - **A.** "Bronze" is the official color of Gutter Helmets for all Villages, except for Hickory Hill.
 - **B.** Hickory Hill shall remain with the previously approved "Light Gray" as the official Gutter Helmet color.

Note: See the following Section XIV. 4. for additional architectural guidelines.

	RS AND STYLES - VILLAGES OF			I	EXTERIOR	1	1
PROPERTY	AWNINGS	TRIM COLOR	STORM/SCREEN COLOR/DOOR	GUTTER HELMETS	LIGHT	DECK STAIN	MISC
Hawthorne	Sunbrella #4630 "Cadet Gray" Scalloped Edge White Trim (Optional)	Trim, Posts, Columns, Super Satin White, Cedar Trim at windows SW3023 Flagstone <u>Stucco:</u> Elasto Meric Dryvit (Manning) Custon Color - Hawthorne Silver – Sherwin Williams	Glidden Specialty Manual Formula (see below) "Blue Beard" Take formula to Home Depot	Bronze	Designer's Fountain 8128001- 02-PM	CWF-UV Clear wood finish – Cedar	Lights may be purchase at Progress Elec. (610) 375-432
Hawthorne North	Sunbrella #4630 "Cadet Gray" Scalloped Edge White Trim (Optional)	Same	Glidden Specialty Manual Formula (see below) "Blue Beard" Take formula to Home Depot	Bronze	Designer's Fountain 8128001- 02-PM	CWF-UV Clear wood finish – Cedar	Lights may be purchase at Progress Elec. (610) 375-432
Hickory	Dickson #681 "Dune" Scalloped Edge White Trim (Optional)	Bright White – Super Bright Paint- Sherwin Williams	Shire Green – SW2226 Sherwin Williams	Light Grey		CWF-UV Clear wood finish – Cedar	Siding: Mitten Double 4 ½ Shiplap "Ivory"
Laurel	Sunbrella #4630 "Cadet Gray" Scalloped Edge White Trim (Optional)	Sherwin Williams Bright White – Super Bright Paint- Sherwin Williams Privacy Fency – Doric White # 1151	Glidden – Specialty Formula Tarrytown Green			CWF-UV Clear wood finish – Cedar	Certainteed Triple 3 "Delta Clay" No longer Availabl
Sycamore	Sunbrella #4630 "Cadet Gray" Scalloped Edge White Trim (Optional)	Duron "Woodcut" Garage Doors & Bilco Doors: Duron "Woodcut"	Larson Forever Storm door Color-Sandstone Front Door Colors Country Seat SW2233 (green) Reddish Dust SW2281 (rose) Medieval Mauve SW2145 (mauve) Sherwin Williams	Bronze		CWF-UV Clear wood finish – Cedar	Certainteed Carolina Beade Silver Ash"
All Multi Units	Awnings are 100% Acrylic Fabric Galvanize pipe installation Retractable awning is permitted so long as it does not interfere with downspouts. A.W. Brown 610-372-2908 Todd Lengle 610-777-0731	Sherwin Williams Penn Ave, W. Reading	Blue Beard Formula BAC Colorant OZ 32 64 128 W1-White - 7 1 - L1-Blue - 58 1 - R2-Marcon - 3 1 - Y3-Deep Gold - 6 1 1 Quart Ultra-deep A89t00054 640333969 Storm Doors Full View w/max 6" brass kick plate No center bar support (except for screen door), High-impact solid wood core, Special magnetic weather-stripping, Keyed outside lock, 5 lifetime hinges, Door sand, 2 coats of paint applied	Mid-Penn Gutter Helmet		Clear Sealant may be used over stain	
Estates & Linden		All trim and exterior colors and materials shall match existing colors used.					Fences: White vinyl 3 rail or picket,privacy as approved

APPENDIX "A" The Villages of Spring Ridge Homeowners Association **REQUEST FOR EXTERIOR ALTERATIONS**

UNIT OWNERS:

ADDRESS:

HOME PHONE:

_____BUSINESS PHONE:_____ FAX:__

DESCRIPTION OF PROPOSED ALTERATION (Write on separate sheets of paper attached to this form if necessarv):

Please supply the following as they pertain to your project:

- * Name, address & telephone # of Contractor * Description of materials, color, size etc. * Project start and completion dates.
- * Contractor requirements
- 1. Repair of any done to common areas.
- 2. Proof of liability insurance (certificate to be included with request).

Homeowner understands that no work is to begin prior to written approval being received. All work done will comply with approved plans; any changes or modifications will require resubmission. The Homeowner is responsible for seeing that all Association requirements are met and assumes any damage to the common areas and meeting all local codes and permit requirements. If a plan is not approved within sixty (60) days of submission, the plan is considered disapproved and must be re-submitted.

IF ANY DIGGING IS NECESSARY, OWNERS ARE REQUIRED TO CONTACT PENNSYLVANIA ONE CALL TO IDENTIFY UNDERGROUND UTILITY LINES, PRIOR TO THE START OF THE PROJECT. THEY CAN BE REACHED AT 1-800-242-1776.

Homeowner understands the terms and condition of this exterior alteration request and indicated by signature below:

Homeowner Signature:	Date:
ARCHITECTURAL REVIEW COMMITTEE RECOMMENDATION	N:
ARC Member Signature:	Date:
BOARD DECISION (Homeowner must have Board written app APPROVED DENIED APPROVED WITH TH	
Board Member Signature:	Date:
MAIL ALTERATIONS REQUEST TO:	
The Villages of Spring Ridge HOA C/O Danella Realty & Management C Phone: (610) 834-6200, Fax: (ompany , PO BOX 1017, Blue Bell, PA 19422 610) 834-6204

APPENDIX "B"

The Villages of Spring Ridge Homeowners Association REPORT OF INFRACTION/VIOLATION

This form is to be used to report all infractions of the community, as described in the Declaration, the By- Laws, and the Rules and Regulations promulgated by the Board of Directors.

Unit Owner reporting
infraction:
Address:
Phone/Home:Phone/Work:
Name of Violator (If known):
Address of Violator (If known):
Date of Infraction:Time of infraction:
Location/Address of infraction:
Nature of Infraction: Provide a description of the infraction that will adequately describe it for
consideration and action. (Please print or type)
Attach a second sheet if needed.
Signature: Date:
Complement/s name will be held in confidence where a formal bearing becomes necessary at
Complainant's name will be held in confidence unless a formal hearing becomes necessary, at which time the complainant may be called to encour before the Board of Directory
which time the complainant may be asked to appear before the Board of Directors.
PLEASE MAIL TO: Villages of Spring Ridge, c/o Danella Realty & Management Company,
470 Norristown Road, Suite 100, Blue Bell, PA 19422 or fax to (610) 834-6204.
(To be completed by Management Company and for Board use only)
(To be completed by Management company and for board use only)
Date received by Management Company
Date Referred to Board of Directors
Date Violation Letter Sent
Follow Up Date for Compliance
Date 2 nd Violation Letter Sent
Fine Amount and Date
Hearing Date (If requested)
Comments/Board Action (if any):

APPENDIX "C"

The Villages of Spring Ridge Homeowners Association PET REGISTRATION FORM

OWNER:	
ADDRESS:	
HOMEPHONE#:	WORK PHONE #:
I and members of my residence have Ridge Homeowners Association and to obey the Rules and Regulations p my privilege to have a pet. I und temporarily visit my Unit are subject	e read the rules pertaining to pets in Villages of Spring I/we agree to abide by them. I understand that failure ertaining to pets may result in fines and revocation of derstand that guests with pets or other pets which ct to the published Rules. I further understand that with the Rules will result in a \$25 fine to be increased
SIGNED:	DATE:
PET INFORMATION	
KIND OF PET:	
BREED:	
SEX: OR ALTERED: (SPAYED OR NEU	TERED):
NAME OF PET:	
WEIGHT:COLORA	TION:
LICENSE NUMBER (DOGS):	
WHERE LICENSED (TOWN and COUN	ПҮ):
RABIES VACCINATION EXPIRATION	DATE:
KIND OF PET:	
BREED:	
SEX: OR ALTERED: (SPAYED OR NEU	TERED):
NAME OF PET:	
WEIGHT:COLORA	TION:
LICENSE NUMBER (DOGS):	
WHERE LICENSED (TOWN and COUN	ПҮ):
RABIES VACCINATION EXPIRATION	DATE:
ANY SPECIAL COMMENT REGARDING PETS(S):	
MAIL FORM TO: The Villages of Spring Ridge H C/O Danella Realty & Manage PO BOX 1017 Blue Bell, PA. 19422	

APPENDIX "D" The Villages of Spring Ridge Homeowners Association

LEASE AGREEMENT FOR RECREATION CENTER RENTAL

The LEASE AGREEMENT dated	, 20, is between the VI	LLAGES OF SF	'RING
RIDGE HOMEOWNERS' ASSOCIATION ((LESSOR) and		
	, (LESSEE). The scheduled	date for the	
Recreation Center Rental is	(day/date) between the hours of	and	at 1
Village Dr.			

- 1. LESSEE shall pay the rental fee (\$50.00) as determined by the LESSOR at the time of the signing of this contract.
- 2. LESSEE represents hereby that they have fully inspected the premises and there are no dangerous conditions thereon.
- 3. LESSEE shall be solely responsible for the conduct, supervision and safety of LESSEE'S guests and invitees and any other persons entering upon or using the leased premises during the rental period identified in this lease.
- 4. The LESSEE shall indemnify, defend and hold harmless the LESSOR from any and all claims, costs, expenses, or losses incurred by the LESSEE as a result of damage to property or personal injury or death arising from or in connection with this Agreement of his/her use of the Premises and agrees to indemnify the LESSOR against any claims, costs and expenses (including reasonable attorney's fees), arising from any loss, damage, or injury (including death) occurring in connection with this Agreement and the use of the Premises to the extent that costs or expenses incurred as a result of such claims are not recovered by the LESSOR.

Without limiting the generality of the foregoing, the LESSEE acknowledges that she/he is responsible for any thefts or damage to the Premises caused by the LESSEE'S guests, caterers, suppliers or any other persons present on the Premises during the use period. Any un-reimbursed costs or expenses incurred by the LESSOR in connection with this Agreement shall constitute an assessment against the LESSEE'S home, payable in accordance with the Bylaws and Declarations of the LESSOR.

- 5. A deposit of \$ 100.00 shall be paid to the LESSOR as security for damage to the property. If the Recreation Center is not cleaned and doors not securely locked at 12 MIDNIGHT or time stated above, your deposit of \$100.00 will be forfeited. However, your Security Deposit of \$100.00 will be returned promptly within 15 days after inspection of premises by the LESSOR provided no damages have been done. If the cost of the damages is less than the deposit then the balance of the deposit will be returned to the LESSEE. If the cost of returning the room to its original conditions exceeds the damage deposit then the LESSEE will reimburse the LESSOR immediately upon being billed. Unpaid damages shall constitute an assessment against the LESEE'S home, payable in accordance with the Bylaws and Declarations of the LESSOR.
- 6. CANCELLATIONS if LESSEE must cancel reservations for Recreation Center Rental, they must provide at least three (3) days written notice of that cancellation, otherwise, LESSEE will forfeit their Rental Fee.
- 7. LESSEE hereby agrees that they have read the Rules and Regulations concerning the rental of the Recreation Center and they agree to abide by each and every of the Rules and Regulations as stated.

(Please make checks payable to the Villages of Spring Ridge HOA, mail to Villages of Spring Ridge, c/o Danella Realty & Mgmt., P.O. Box 1017, Blue Bell, PA 19422).

	LESSEE
--	--------

ADDRESS

DATE

PHONE # HOME

_PHONE # WORK

APPENDIX "E"

The Villages of Spring Ridge Homeowners Association

From the Declarations

ARTICLE V

Architectural Control; Protective Covenants

Section 1. Architectural Control, Excepting any original construction by Declarant, no building, fence, wall, improvement or other structure shall be commenced, erected, maintained or used upon any Lot, Properties, or Common Areas, nor shall any exterior addition to or change or alteration thereof be made, including any alteration to the original exterior materials and colors or shades of colors of the Dwelling Unit, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the Board of Directors of the ASSOCIATION, or by an Architectural Control Committee (hereinafter referred to as the "Architectural Control Committee") composed of three (3) or more representatives appointed by the Board of Directors. The Board of Directors or the Architectural Control Committee, as the case may be, shall consider, among other things, harmony of the external design of the Dwelling Units.

Any proposed change by any Owner, other than Declarant, in the existing color or finish of any exterior surface of any Dwelling Unit shall also be submitted to and approved by the Board of Directors as above provided. Whether proposed exterior maintenance constitutes a change within the meaning of this section shall be determined by the Architectural Control Committee or a simple majority thereof whose decision in this regard shall be final without right of appeal. In the event the Board of Directors or the Architectural Control Committee fails to approve or disapprove such change, design, color, and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied. The first order business of the Architectural Control Committee shall be to establish standards by which requested changes shall be judged.

Section 2. Protective Covenants. Without intending to limit the generality of foregoing provisions of Section 1 of the Article V, the following restrictions are imposed as a common scheme upon all Dwelling Units:

(a) no above-ground tank for storage of gas or liquids may be maintained on part of the Properties;

(b) firewood may be stored only on the porch or patio of a Dwelling Unit in Laurel Hill and Hawthorne Hill. Dwelling Units in Linden Hill may store firewood in structures placed at locations approved by the Architecture Control Committee.

(c) no animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or on any lot, except that dogs, cats, or other domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that the ASSOCIATION does not consider such pets to be a nuisance. Said pet shall be under leash when in the Common areas and all waste thereof shall be immediately disposed of by the owner and there shall be strict compliance with such additional rules and regulations as are promulgated by the ASSOCIATION relating to pets. No Unit shall have more than two (2) such pets and these may be maintained only if they do not create a nuisance;

(d) no garbage, refuse, rubbish, or cutting shall be deposited on any Lot, street, sidewalk, parking area, or Common Areas but shall be placed in appropriate sealed vinyl trash bags or cans and deposited in the refuse collection area designated by the ASSOCIATION.

(e) no commercial or other non-passenger vehicle of any type (motorhome, recreational vehicle, or boat) and no unlicensed motor vehicle of any type shall be parked in the common area, including automobile parking spaces or private driveways other than as may be used by the Declarant in conjunction with building operations or by persons currently performing services or deliveries or improvements to the unit or as may be permitted upon application to the ASSOCIATION;

(f) no outside radio or television antennas shall be erected on a lot or by any dwelling unit owner and no additional electric supply utilities or outlets or connections shall be installed or constructed by any Dwelling Unit Owner unless and until permission for the same has first been granted by the Board of Directors of the ASSOCIATION or the Architectural Control Committee;

(g) no drying or airing of any clothing or bedding or other articles of any kind shall be permitted outdoors on a Lot or any portion of the Common Area or by any Unit Owner, and clothes handling devises such as lines, reels, poles, frames, etc., shall not be erected;

(h) no noxious, unsightly, or offensive activity, including vehicle repairs, shall be conducted on any Lot or on any portion of the Common Area or by any unit Owner, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of The Villages of Spring Ridge;

(i) no fence, wall, building, or other structure shall be commenced, erected, or maintained in any portion of the Common Area or individual lots (except those constructed by the Declarant);

(j) no above-ground swimming pool or outdoor storage shed shall be commenced, erected, or maintained on any portion of the Common Area or lots or by any Unit Owner;

(k) each Dwelling Unit shall be used for residential living purposes only and no business or commercial enterprise or building shall be commenced, erected, or maintained in any Dwelling and no business may be conducted on any part thereof; provided, however, Declarant shall at all times have the right to maintain a general sales office in any Unit, to maintain any residence on any Lot or in any Unit, as a model or for speculative inventory, and to enter upon the Common Areas and facilities and Units owned by Declarant to take any actions, including grading and other site preparation, installation of utilities, construction, reconstruction, repair, finishing, and furnishing any unit and displays to third parties relating to selling, lease, or rental activities of Declarant;

(I) no sign of any kind, other than signs erected and maintained by the Declarant, shall be displayed to the public view on a lot or unit except for, if permitted by the Township of Spring Zoning Ordinance as it is from time to time amended, one (1) sign containing not more than thirty (30) square inches identifying the resident of the lot or unit, Declarant notes that the zoning regulations of the Township of Spring, in effect at the time of the recording of this Declaration, permit no residential signs other than identifying address numerals;

(m) except for construction by Declarant, the existing slope or configuration of any lot shall not be altered, nor shall any structure, retaining Wall, planting, or other activity be taken which retards, changes, or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot or Dwelling Unit, or which creates erosion or sliding problems;

(o) access shall not be in any way prevented to nor shall any items or materials be stored or placed in those areas designated as public Utility Areas on the Record Plan described above;

(p) There shall be no obstruction of the Common Area nor shall anything be stored in the Common Area without the prior consent of the Board of Directors except as herein expressly provided. The maintenance, repair and replacement of any or all of the exterior surfaces of the Unit shall be subject to the Rules and Regulations of the Board of Directors.

(q) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors, which consent may be conditioned upon the Home Owner of such Unit being required to bear the full amount of such increase. No Homeowner shall permit anything to be done or kept in his Unit or in the Common Area which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Board of Directors.

(r) Homeowners shall not cause or permit anything to be hung or displayed on the outside of windows or doors or placed on the exterior surfaces of the Unit or on the Property, and no flag, awning, canopy, shutter shall be affixed to or placed upon the exterior surfaces of the Unit without the prior written consent of the Board of Directors.

(s) Declarant makes no specific commitment to any Owner or to the ASSOCIATION for landscaping, grading and site plantings. The plantings displayed at the model center are suggestive of the type of planting that will be made by Declarant at the entrance to individual units. There shall be no specific commitment by Declarant as to number or type of plants placed at the individual units. Declarant further represents that the Common Areas, other than those immediately adjacent to individual units, shall be deeded to the ASSOCIATION when all plantings are complete, sod or seeding installed along with the landscape contractor's one (1) year warranty on all plantings and sod. The plantings and other landscape materials furnished by Declarant for the Common Areas, as determined solely by Declarant, shall be Declarant's total responsibility for landscaping the Common areas, notwithstanding the record plan or other requirement or plan. Maintenance and replacement shall be the responsibility of the ASSOCIATION following installation.

Section 3. The ASSOCIATION shall have the right to establish and enforce "no parking" areas on the private streets and roadways within The Villages of Spring Ridge Development in which the ASSOCIATION holds a fee interest or otherwise has the right of control. The ASSOCIATION may request the assistance of and/or to delegate the enforcement of such parking regulations to the Police Department of The Township of Spring or its successors or assigns.

APPENDIX "F" The Villages of Spring Ridge Homeowners Association

CONTRACTOR REQUIREMENTS

Contractors engaged to perform work on approved Requests for Alterations shall:

- 1. Before commencing work, furnish the Association with a certificate of insurance from the Contractor's Insurance carrier specifying the following coverage:
 - a) Workman's Compensation Policy Statutory Limits
 - b) Comprehensive general Liability \$1,000,000 covering:
 - Bodily Injury/Property Damage
 - Personal Injury
 - Products/Completed Operations
 - Broad Form Property damage

c) Auto Liability

- Bodily Injury/Property Damage \$500,000
- 2. Agree to indemnify and save harmless the Association and its Management Agent against loss or expense by reason of liability imposed by law upon the Association and its Management Agent for damages because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, and injury to or destruction of Property caused by accident, due to any act or omission of the Contractor.
- 3. Agree to be responsible for loss or damage to materials, tools, or appliances of the Contractor to be used in the construction, caused by water, wind, acts of God, theft or other causes. The Association shall not be responsible for any loss or damage to plans and/or tools or equipment of the Contractor through fire or lightning or any other cause. The Contractor shall be responsible for loss or damage due to his employees or suppliers damaging the work of the Contractor or their contractors, sub-contractors or suppliers.
- 4. Agree to abide by the Declaration, Covenants and Restrictions of The Villages Of Spring Ridge, the Rules of the Association and such other requirements made applicable to the specific alteration or alterations.