

## **RULES AND REGULATIONS OF HUNTER'S RIDGE**

### **GENERAL**

1. Hunter's Ridge Homeowner's Association ("Association"), acting through its Board of Directors ("Board"), has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board.
2. Whenever in these Regulations reference is made to "unit owners", such term shall apply to the owner of any unit, to his family, tenants (whether or not in residence), employees, agents, visitors, and to any guests, invitees or licensees of such unit owner, his family or tenant of such unit owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any agent of the Association when that agent is acting on behalf of the Association.
3. The unit owners shall comply with all the Regulations hereinafter set forth governing the buildings, public areas, grounds, and any other appurtenances.
4. The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Board.

### **RESTRICTIONS ON USE**

5. No part of the Property shall be used by or through a unit owner for any purpose except housing and the common purposes for which the Property was designed, except for such accessory uses as may be authorized by the Board pursuant to Article III of the Declaration. Each unit shall be used as a residence for a single family, its agents, and guests.
6. There shall be no obstruction of the common area. "Common area" includes all sidewalks, streets, parking areas, and landscaped areas of the Hunter's Ridge Property. Nothing shall be stored or placed on the common area without the prior consent of the Board except as expressly provided herein or in the Declaration or Bylaws. Bicycles, toys, benches, chairs, or other articles of personal property shall not be left unattended in the common area.
7. No unit owner shall cause or permit anything to be hung, displayed, or exposed on the exterior of a unit or limited common area appurtenant thereto through or upon windows, siding, or masonry of such unit. ("Limited common area" includes all patios, front entry stoops, decks, and tan-barked areas adjacent to the individual units.) The prohibition herein includes, without limitation: clotheslines, laundry, clothing, rugs, awnings, canopies, shutters, radio or television antennas, or any other items. Air conditioning apparatus, window fans, television or radio

antennas, or other items shall not be installed by the unit owner beyond the boundaries of his or her unit without prior written consent of the Board.

A) As approved by the Board of Directors on 3/1/05, unit owner(s) are permitted to install a satellite dish receiver on the exterior of the unit. However, prior to the installation of such device, unit owners **MUST** submit the designated form to the Board for approval. (The request form is available online at [hrhoa17070.com](http://hrhoa17070.com) or from the Association's Secretary.) Approved guidelines for the proper and approved installation of a satellite dish will be forwarded to the unit owner(s) following the approval by the Board. After installation of the satellite dish, a formal inspection by the Association's "Compliance Officers" will take place to insure proper adherence to all guidelines. Should there be improper installation of a satellite dish, the Board reserves the right to request that the device be immediately removed from the unit.

B) Seasonal decorations are permitted in the limited common area and on doors and windows.

The displaying of decorations may not involve any damage; i.e. nail holes, to the above areas. If such damage occurs, the unit owner will be responsible for the cost of repairs. Holiday decorations must be removed no later than thirty (30) days after that holiday.

Should complaints or a dispute arise regarding decorations, the Board's decision will be final.

8. Patios, front entry stoops, and decks shall not be used as storage areas. No patio, front entry stoop, or deck shall be altered in any way without the prior written consent of the Board.

The following articles are permissible on a patio or deck: grills, patio furniture and accessories, planters, and hose reels/carts. Said articles shall be properly maintained and acceptable in appearance. Covers used for patio furniture and grills must be specifically designed for these articles. Tarps, plastic sheeting, blankets, etc. are not acceptable as appropriate covers.

Chimineas are permissible only when approved by the Board. The necessary request form is available on-line at [hrhoa17070.com](http://hrhoa17070.com) or from the Association's Secretary.

9. Nothing shall be done or kept in any of the units or limited common areas which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his or her unit or on the limited common areas or the common area which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or flammable material may be kept in any unit, limited common area, or common area. No waste shall be committed on the limited common area or common area.

10. The Township-issued green wheeled trash cart and blue/yellow recyclables cart **MAY** be stored on the rear patio or deck. Covers must be closed at all times. **NO** other bags, loose trash/recyclable receptacles, **INCLUDING THE BLUE OR GREEN RECYCABLE CONTAINERS THE TOWNSHIP ISSUED IN THE PAST**, shall be stored outside the unit.

The unit owner or occupant may place garbage and trash in front of his/her unit or on the grassy area directly behind the unit, where appropriate, no earlier than 6:00 PM on the evening before the designated collection day. Empty trash and recycle containers must be removed the same day as collection.

Garbage and trash awaiting pickup must be secured in covered containers or in bags that are securely tied so that animals and the wind do not spread contents throughout the neighborhood. In addition, recycle containers should not be overflowing.

Exterior storage of the tightly closed trash and recycle containers shall be permitted within a Board-approved enclosure. (The required form is available on-line at [hrhoa17070.com](http://hrhoa17070.com) or from the Association's Secretary.) The building cost and maintenance of the enclosure shall be the responsibility of the unit owner.

11. The water and storm sewers shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes, or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse shall be borne by the unit owner causing such damage.

12. Nothing shall be done in any unit or on the common area which may impair the structural integrity of the buildings or which may structurally change the buildings, nor shall anything be altered or constructed on or removed from the common area, except upon the prior written consent of the Board.

13. No unlawful, immoral, improper, noxious, or offensive activity shall be carried on in any unit or on the common area, 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 buildings or do or permit anything which will interfere with the rights, comforts, or convenience of any 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.

14. All unit owners **MUST** install and maintain on all windows and doors, at all times, white-backed or off-white backed coverings.

## **PET RULES**

15. Only common household pets, such as dogs, cats, birds, fish, hamsters, etc., shall be kept in any unit within the Hunter's Ridge community. No unit shall house or keep more than two (2) of these common pets, the exception being small birds, small mammals (i.e., gerbils or hamsters), and fish.

Any unit owner or occupant desiring to keep a canine weighing in excess of 85# shall be restricted to only one (1) such animal, but may keep one (1) additional animal of a smaller size, preferably weighing less than 30 pounds.

Nothing contained herein shall prohibit any unit owner or occupant from keeping a seeing eye, hearing ear, or other certified AID dog in his/her unit. This dog shall be counted as one (1) of the two (2) pets allowed.

16. A pet may be maintained in a unit so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable barking, howling, crying, scratching, or failure of the pet owner to maintain sanitary conditions.

17. All pets must be licensed and inoculated as required by law. All pets must be registered with the Board or its designated representative.

18. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

19. No unit owner or occupant may erect any fencing, gate, animal enclosure, animal run, chain, rope, or tie-out stake on any limited common area or common area or area outside a unit for the purpose of securing a space, either temporary or permanent, for any pet or animal.

Pets must be accompanied by an individual and maintained on a leash at all times. No pets, including cats, shall be allowed to roam freely about any limited common area or common area.

20. Pet owners shall be responsible for the immediate cleanup, removal, and disposal of all pet excrement.

Pet excrement should be stored in tightly covered, plastic-lined containers, and should be disposed of weekly with household trash. Any container used for the purpose of storing animal excrement is subject to the same restrictions as other waste/trash receptacles and can only be stored outside the unit, if said unit owner has installed an approved trash can enclosure, or if said container is kept in the utility shed, if one exists.

21. Any damage caused to trees, shrubs, plantings, or grass by animals, either by the act of relieving themselves or digging of holes, etc., shall, if necessary, be restored/replaced by the Association to its original condition, with said unit owner or occupant responsible for the cost of such restoration.

## **PARKING**

22. Unless otherwise authorized by the Association, the streets and parking areas may not be used for any purpose other than parking automobiles or motorcycles. No buses, trucks (except small pickup trucks), trailers, boats, recreational, commercial, or other oversized vehicles shall be parked anywhere within the Property. Commercial vehicles are defined as those displaying lettering or advertisements and/or commercial license plates.

All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Property with conspicuous "For Sale" signs attached. No leakage of gas, oil, antifreeze, or other fluids shall be permitted. 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. No part of the Property may be used for the storage, repair, maintenance, construction, or reconstruction of any vehicle.

23. Parking so as to block sidewalks or streets is not permitted. If any vehicle owned or operated by a unit owner, any member of his/her family, tenants, guests, invitees, or licensees shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such unit owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of the state or local laws and ordinances are hereby expressly waived. The unit owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

24. All unit owners and occupants shall observe and abide by all parking and traffic regulations posted by the Association or by municipal authorities. Vehicles may not be driven on or parked on the grass for any reason.

Unit owners and occupants should park in the two designated spaces assigned to each unit by the Board. The following areas shall be utilized for additional vehicles of residents: Capitol View Drive and paved areas along straight sections of Kings Arm Court and Josiah Chowning Way. **NO vehicles shall be parked around any of the center islands on any street. Designated parking spaces on each street shall NOT be used by Hunter's Ridge residents or extended-stay visitors.**

Vehicles parked in violation of any such regulation may be towed away at the unit owner's or occupant's sole risk and expense.

25. As described in #34, ENFORCEMENT OF RULES, failure of unit owners to correct noncompliance with the terms of the Declaration, the Bylaws, and the Rules and Regulations, or repeated violations of the same, may result in the revocation of parking privileges and, if necessary, towing of vehicle(s) from the Property at the unit owners' sole risk and expense.

## **ENTRY INTO UNITS**

26. The Board and any contractor or workman authorized by the Board may enter any unit in the building(s) after reasonable notice and at any reasonable hour of the day (except in case of emergency, in which entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including, without limitation, inspecting such unit for the presence of any vermin, insects or other pests, and for the control or extermination of any such vermin, insects, or other pests.

27. Employees and agents of the Association are not authorized to accept packages, keys, money (except for common expense assessments), or articles of any description from or for the

benefit of a unit owner. If packages, keys (whether for a unit or an automobile), money, or articles of any description are left with the employees or agents of the Association, the unit owner assumes the sole risk therefore and the unit owners, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. The Association does not assume any responsibility for loss or damage in such cases.

## **ARCHITECTURAL CHANGES**

28. No unit owner may make or install any alterations, additions, or replacements to the exterior of any unit, including windows, doors, trash can enclosures, privacy fences, patios, decks, or step railings without prior approval by the Board. Requests for such changes must be made using the appropriate forms available on the website ([hrhoa17070.com](http://hrhoa17070.com)) or from the Association's Secretary.

Only approved styles/models, if listed on the request form, are acceptable. Any non-approved styles/models used for alterations, additions, or replacements will need to be removed from the unit at the owner's expense.

## **ASSOCIATION**

29. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Association's principal office by check or money order, payable to the Association. Cash will not be accepted.

30. Unit owners and occupants are encouraged to resolve difficulties regarding neighbors directly with the individuals and in a civil manner. If said difficulties cannot be resolved, the resident should notify the Board. Complaints will only be accepted in writing. Issues that constitute a violation of local, state, or federal law should be directly referred to Lower Allen Township authorities.

Complaints regarding the management of the Property shall be made in writing to the Board. No unit owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.

## **CONSIDERATION IN USE OF UNITS**

31. All persons shall be properly attired when appearing in any of the public spaces of the Property.

32. All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner or occupant alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit.

Gas equipment installed in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and those public authorities having jurisdiction. In addition, propane gas tanks or any other type of gas equipment may not be installed on the exterior patio or deck of any unit without the prior written approval of the Board.

## **RESALE AND LEASING**

33. The unit owner shall provide a copy of any lease affecting his/her unit to the Board no later than ten days **prior to** commencement of the lease. The unit owner shall also provide written acknowledgement by the tenant of the receipt of the Project Documents as provided in Section 3.1.2 of the Declaration, and of the receipt of a copy of these Rules and Regulations. The unit owner shall also submit a written notice to the Board within ten (10) days of the termination of the lease or the termination of the tenant's occupancy of the unit.

34. A) No "For Sale," "For Rent," or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or on any unit without prior written consent of the Board. The right is hereby given to any mortgagee who may become the owner of any unit to place such signs on any unit owned by such mortgagee with prior written consent of the Board.

B) "For Sale," "For Rent," or "For Lease" signs shall not exceed 6.5 square feet in size and shall not be over 3.5 feet high, top to ground. Signs must be placed in the tan-barked area in front of the unit.

C) Federal law requires the Association to submit a "Certificate of Resale" for any unit that is sold. A minimum of five days is required for preparation of this document. There will be a document preparation fee, as established by the Board.

D) When selling a unit in Hunter's Ridge, the unit owner is required by law to disclose that polybutylene (PB) pipe was installed when the unit was built, unless the PB piping already has been replaced.

E) Unit owners are required to request that realtors remove the "For Sale" sign as soon as the sale of the property is final.

F) At the closing of the sale of the unit, the unit owner must ensure that one month's homeowner's association fee is placed in escrow by the buyer.

G) Unit owners are responsible for providing written notification to the Board of the name(s) of the new unit owner(s) or tenants and their respective telephone number, if available.

## **ENFORCEMENT OF RULES**

35. Unit owners will be notified by the Board, in writing, of noncompliance with the terms of the Declaration, the Bylaws, and the Rules and Regulations.

Unit owners are required to take corrective action within fourteen (14) days of the notice.

Failure to do one of the above will result in the following progressive steps:

- 1) Attendance at a hearing before the Board.
- 2) Imposition of a fine.
- 3) Revocation of parking privileges and, if necessary, towing of vehicle(s) from the Property at unit owners' sole risk and expense.
- 4) Repeat violations of a same noncompliance issue will automatically result in Step 1.
- 5) The Association also may initiate legal action against unit owners at the owners' expense, if necessary.

## **OTHER**

36. The plantings of perennial plants, flowers, trees, shrubbery, and crops of any kind, and the erection of landscaping fences or edging are prohibited anywhere on the common area.

Plantings in the limited common area adjoining each unit are permitted providing they do not interfere with the maintenance of the grounds nor harm or create a conflict with the appearance or exterior of the units.

It is the responsibility of the unit owner or occupant to maintain plantings during the growing season, remove or trim plantings at season's end, and provide proper maintenance for landscape fences or edging.

37. The installation or use of kerosene heaters or other unvented petroleum-product fueled heaters in any unit is prohibited.

38. Unit owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturers' directions.

39. Solicitors are not permitted on the Property. If a unit owner is contacted by a solicitor on the Property, the unit owner is encouraged to contact the Managing Agent or a Board member immediately.