

## OPERATIONAL POLICIES

### INDEX

	<u>Page</u>
Common Area Shrub, Tree and Sod Replacement Policy	2
Guidelines for Homeowners on Planting of Annuals and	
Policy on Tree Donations	3
Flowers and Ground Cover Policy	4
Policy on Terrace, Courtyard and Swimming Pool	
Maintenance Services	4
Concrete Replacement Policy	5
Front Door Painting Policy	6
Storm Door Policy	6
Atrium Maintenance Policy	6
Service Line Policy/Exterior Sewer/Water Line Amendment	7
Chimney Flue Cleaning	7
Policy on Planters, Urns, Pots, etc.	7
Policy on Maintenance of Natural Wooded Areas	8
Courtyard and Pool Lawn Replacement Policy	8
Stone Veneer Maintenance Policy	9
Policy on Contractor, Utility Company Modification	
Of Limited and Common Areas	9
Structural Modification Policy	9
Roof Modification Procedure/Policy	10
Construction Rules/Policy	10, 11
Parking Policy	12
Policy on Pavers and Other Surface Coverings	12
Driveway Maintenance Policy/Cedar Replacement Policy	12, 13
Exterior Sewer and Water Line Service Memo	14, 15
Improvements, Additions, Alterations, Changes by Owner	16
Policy on Natural Gas Lines	17
Policy on Power Washing and Pest Control Services	17, 18
Policy on Community Services	18
Policy on Cluster Staining/Color Policies	18
Policy on Ground Lighting Damage	19

**OPERATIONAL POLICIES ARE FOR INFORMATION PURPOSES ONLY, AND ARE NOT PART OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS, AND ARE SUBJECT TO ERRORS AND OMISSIONS.**

**Updated March 30, 2020**

## SHRUB, TREE AND SOD REPLACEMENT/PRUNING POLICY

1. Each spring and fall, the Association will inspect the common area grounds and determine which shrubs and trees require replacement. Sick or damaged trees and shrubs that are removed will be replaced, unless an overgrowth or overcrowding situation exists.
2. Shrubs in the common area will be replaced with like plant material as available, e.g., a one-gallon red azalea will be replaced with a one-gallon red azalea. To remain within budget parameters, the Association retains the right to replace mature, fully grown shrubs and trees with standard-sized nursery stock available in the immediate area. Tree size limit is 1 ½" caliber and 6 to 7 feet in height. The Association will not subsidize the purchase of larger trees or shrubs with community funds. Homeowners that desire large trees and shrubs must apply to the ARC for approval. A complete landscape plan must be submitted with the ARC application. The Association will not select, purchase or warranty larger tree or shrub installations which are the responsibility of the unit owner to repair, replace and or maintain.
3. The Association will not upgrade plant stock, redesign plantings, or replace plantings that have become undesirable to the homeowner. At their own expense, homeowners can redesign their limited common areas (courtyards, terrace and pool areas) **Prior Architectural Review Committee review must be obtained before proceeding.**
4. If it is the opinion of the Association that common area plant loss was the result of poor plant selection for the intended purpose, substitute plant material may be installed.
5. The Association will not replace common area shrubs and trees installed by the homeowner or their independent contractors; nor will the Association replace limited common area shrubs and trees (those located in the courtyard, terrace or pool areas).
6. If it is determined that a common area overgrowth situation is affecting the survival of other plantings, these plantings shall not be replaced until the overgrowth situation has been remedied.
7. If a homeowner requests removal of shrubs or trees in the common area due to overcrowding, the Association, at its expense, will remove the shrub or tree and will return the area to either grass or mulch. This service is limited to site conditions and available budget funds. Tree stumps located in the mulched beds which are inaccessible due to surrounding plantings will be cut flush and not removed. If a homeowner requests shrub or tree removal in this same overcrowding situation, and desires the Association to replace the shrub or tree, they may be able to have this done at their expense, **with prior ARC and Board approval.**
8. All limited common area shrubs must be kept below the fence, and all limited common area trees must be kept off the roof.

9. Common area tree removal and tree pruning requests, for any reason other than an emergency, safety, dead or dangerous conditions, as determined by the Association, **must be approved by the ARC**. For this reason, homeowners are asked **not to make such request to the staff or office**; rather, the homeowner should fill out an application to the ARC. Homeowner's preferential requests will only be considered by the ARC with the understanding that the applicant will be responsible for any financial costs associated with such request. In addition, the Association will not expend funds to prune trees located within the natural areas unless the tree is dead or poses a danger to person or property.

10. In a very few unusual situations, the Association has replaced some sod in a homeowner's limited common or common area. If such a situation were to be approved by the ARC and the Board in the future, it would only be with the understanding that the homeowner is responsible to establish the new sod by proper watering and proper care. The Association will not repeatedly re-sod any area lost due to neglect or abuse.

### **POLICY ON LANDSCAPE DONATIONS – TREES**

Any homeowner wanting to donate a tree may do so using their private contractor to select, purchase and install the tree at a pre-approved location. The tree must be installed per the Hermitage Standards. Mulch color to match existing Hermitage mulch color, guise wires (if required) must have warning tape. All excavation debris must be removed from site, lawn area restoration (seeding), as needed. Contractor must provide written warranty for one (1) year. The Association will not warranty the tree or workmanship of the installer.

### **GUIDELINES FOR HOMEOWNERS ON PLANTING OF ANNUALS**

The Association encourages homeowners to plant and maintain annuals around their homes and it is not necessary to apply to the Architectural Review Committee for such plantings.

Homeowners may plant annuals around their homes without prior approval of the Architectural Review committee, providing that such plantings are done in good taste, are not excessive and maintain the general Hermitage environment and conform as follows:

1. All plantings must be in existing beds, contiguous with the house, patios or walks, and/or well within your limited common area. Any enlargement of beds must receive prior approval. (The definition of "limited common area" is located in the Association office.)

2. Plantings along driveways, around mailboxes and along the street edge **are not permitted**. These locations are common areas.
3. All care, feeding and maintenance, including removal of dead plantings of annuals, is the homeowner's responsibility. Private arrangements should be made for watering and maintenance during any prolonged absence of the homeowner.
4. The Association is not liable for plantings removed by accident during the normal course of weeding or mulching of beds.
5. Large, unsightly plantings, such as sunflowers, are not allowed.
6. **Approval by the Architectural Review Committee** is required for any woody plantings, such as azaleas, miniature bushes, mums and other perennials, in accordance with the Rules and Regulations.
7. Homeowners must notify the Association office in writing of any location where spring bulbs are located to avoid damage during the spring turning of mulch.

### **FLOWERS**

At their own expense, homeowners are permitted to plant flowers in the garden beds around their homes. The Association will not maintain the flowers. See Architectural Review Committee's "Guidelines for Planting of Annuals".

### **GROUND COVERS – IVY**

Ivy or vines of any type may not be grown on the exterior walls (stone or cedar), fences, gutters, gates, etc. or upon the limited or common areas. Ivy may be grown at ground level, but must be kept neat and trimmed at all times. Ground covers such as pachysandra, periwinkle, etc. are permitted within the foundation beds of a unit, courtyards, pool areas, etc. Any damage caused by an Owner for failure to maintain ground ivy, or any vine planting at ground level, will result in the Association invoicing the owner for any and all removal and repair costs associated with correction of said damage.

### **POLICY ON TERRACE, COURTYARD AND SWIMMING POOL MAINTENANCE SERVICES**

The Hermitage Homeowners Association Declaration of Covenants, Easements and Restrictions states that it is the homeowner's responsibility to maintain the terrace and swimming pool areas. See Article II, Section 1, of the Declaration. The terrace areas include the rear deck or patio, upper and lower level, side deck or concrete, and areas

enclosed by the unit fence. The pool areas are the areas enclosed by a fence installed by the homeowner, or the homeowner's contractor.

All landscaping, concrete walks, patio concrete, slate walks, pavers and patios, stone walks or patios, wood decks and railing, stairs, spiral staircases or custom gates, etc. located in the terrace or pool areas, are the responsibility of the homeowner to maintain.

The Association will stain all fences and gates, as well as the balcony baluster trim, 1x4 and 1x12 freeze board and railing caps in these areas on a scheduled cycle. The 2x3 rail balusters must remain natural and are not stained. The Association will provide certain basic services to the terrace, courtyard and pool areas as follows:

1. Cutting and trimming of lawn areas;
2. Edging of garden beds per landscape specifications;
3. Treatment of shrubs and trees for insects per landscape specifications;
4. Annual leaf removal per landscape specifications;
5. Fertilization of lawn areas located in these areas.
6. Application of mulch per landscape specifications.

### **CONCRETE REPLACEMENT POLICY**

Each spring, the Association shall inspect the concrete walk leading from the unit front door to the driveway. Walks with extensive cracks or elevation of differences of one-half inch in width or one inch (1") in height, through the entire width of walk, that in the opinion of the Association could endanger the health, safety and/or welfare of the community members, will be replaced. Walks that are found to be breaking up or have significant surface spalling due to natural conditions will also be replaced, as determined by the Association. If the surface damage is the result of rock salt use, the homeowner will be responsible for the cost of replacement. Walks are not replaced due to age, color variation, stains or stone aggregate being visible within the concrete surface. Any gaps between sections of the walk or the result of expansion joint failure will be packed and caulked with chem-caulk expansion joint seal, which will act as a replacement of the expansion joint. The Association does not maintain sidewalks that have been modified at any time, e.g., slate, brick, pavers, aggregate stone, etc.

Note: The Association does not maintain or replace concrete walks within courtyards, pool areas, patios and the front entrance stoop.

Any Homeowner that requires replacement of the concrete walk that does not meet the above listed criteria, will be invoiced for the work performed, after submitting a replacement request in writing to the Association.

### **FRONT DOOR PAINTING POLICY**

As established in the Reserves, the front door and trim and the garage entrance door and trim will be repainted every four years. \* Those homeowners who wish to paint their doors more often may do so at their own expense. Any change in door color must be approved by the Architectural Review Committee and Board of Directors, but the color must be one of the four standard colors (see color samples in the Association Office). Storm doors will be painted but billed to the homeowner for Association labor and material.

\* Additional doors to the unit will be painted at an extra cost to the unit owner. The Association **does not** paint the white trim around windows, sliders or etc.

### **STORM DOOR POLICY**

The only approved storm door allowed at the Hermitage is a full-view storm door. No grills, homeowner initials, etc. are permitted on the door. The approved colors are white, Green, Town & Country Red, Militia Blue and English Brown (see color samples in the Association Office). NOTE: Color names may change due to supplier.

### **ATRIUM MAINTENANCE POLICY**

Homeowners of end units are reminded that it is their responsibility to maintain the atrium area. The cedar should be stained every six years, and knotholes should be filled. The caulking around the windows and the 1 x 4" trim should be checked annually; open seams should be caulked. PLEASE NOTE: failure to maintain the caulk around the windows and on top of the 1 x 4" trim located over the window unit can result in water leaks around the atrium, which will result in water damage to inside the drywall, window frames, etc. Homeowners are also responsible for maintenance of landscape, plumbing fixtures and overhead wood louvers covering the atrium area, including staining of cedar, cedar trim and 2 x 12 louvers above the atrium. The Association does not stain the Atrium areas or the 2 x 12 louvers above the atrium.

## **SERVICE LINE POLICY**

Electrical, sewer and water lines located within a building, or under a building or garage, servicing an individual unit or multiple units, are the responsibility of the owner to repair, replace and maintain. The unit owner is responsible for the water meter, electric meter and panel servicing his or her unit. **The Association also reaffirms its position that it will not provide service for conduit, or service lines for heating and air conditioning units nor does it provide service for plumbing (outside faucets) or electrical systems (outside power outlets, exterior lighting, mushroom lights, door bells, security systems, etc.)** which originate inside the unit and/or limited common areas, or within the foundation of the home. The Association will maintain water and sewer lines from the exterior foundation, subject to the owner deductible (\$5,000), of a unit to the meter pit or township connection, per the Exterior Sewer and Water Line Amendment dated April 18, 2018.

## **CHIMNEY FLUE CAPS/CHIMNEY CLEANING**

The repair, replacement or maintenance of chimney flue caps installed by individual homeowners is not the responsibility of the Association. Chimney cleaning and maintenance of the fireplace flue are the responsibility of the individual homeowner. Prior notification of entering upon the roof and evidence of insurance must be provided to the Association office prior to service by owner contractor. Homeowners may install chimney caps with prior approval of the ARC.

## **POLICY ON PLANTERS, URNS, POTS, ETC.**

The purpose of this policy is to set forth reasonable standards against which homeowners and the Board can manage the desires of homeowners to place flower and/or decorative planters, pots, urns, etc. on, or hang above, their patios, porches and/or walkways. This policy does not apply where such items are screened by fencing and also does not apply to window boxes covered by the Association Rules and Regulations.

Size – not to exceed 24 inches in diameter, not to exceed 36 inches in height.

Color – subdued colors appropriate for the existing environment (final decision upon any controversy left to the Board).

Usage – must be used for plants and must be removed from view within 30 days when not filled with live plants.

Responsibility – Homeowner has full responsibility to care for their own planters. The Association accepts no liability for any damage by maintenance crew or contractor staff.

Conflict with Rules and Regulations – In case of any conflict with the Rules and Regulations, this policy shall apply.

The Association staff will not move planters, pottery, urns or statues at any time for winter storage or seasonal display.

### **POLICY ON MAINTENANCE OF NATURAL WOODED AREAS**

Natural wooded areas on the site will remain natural and will not be landscaped or upgraded. On an annual basis (during the winter months), the Association staff will remove all downed trees, branches, sticks, logs and any unnatural debris from these areas. Trash will be picked up from these areas on a regular basis. \*

\* The Association **will not** spend operational funds to remove dead trees located within the natural areas that are un-sightly.

### **COURTYARD AND POOL LAWN REPLACEMENT POLICY**

The Association will seed bare spots in the courtyard and pool area lawns each Fall. Homeowners are requested to assist the staff by watering these areas during reseeding and dry periods.

If the courtyard and pool area lawn have significant turf loss, the Association may sod the area in the spring (April to May 15) or fall (September 15 to October 15).

However, courtyards or pool area lawns that have very shady conditions or have had a history of continued die-back and loss will be cause for the Association to consider alternative courtyard surface treatments to reduce costs, i.e., river rock, mulch, etc.

Courtyard and pool area lawns damaged by pets will not be replaced by the Association free of charge. Homeowners will be charged time and material for this work.

The Association will not restore lawn areas damaged by owners' pets by fouling, etc. The cost to restore these areas will be invoiced to the homeowner.



## **STONE VENEER MAINTENANCE POLICY**

The Association will be responsible for masonry repairs to the exterior stone veneer, chimneys, wing walls and retaining walls around each unit. Minor masonry repairs are defined as the repair of cracks in the mortar, mortaring of loose stones in walls and installation of mortar between the stone work and wood surfaces of the exterior only.

The Association will limit the expenditure to **\$1,000 per unit** without Board approval. Larger expenditures will require the approval of the Board of Directors.

The Association will not be responsible for masonry stone wall cleaning, application of sealants or maintenance of foundation sealants to stone work.

Waterproofing and/or sealing of basement or garage foundation walls are the responsibility of the unit owner.

## **POLICY ON CONTRACTOR, UTILITY COMPANY MODIFICATION OF LIMITED AND COMMON AREAS**

Homeowners that employ outside contractors, service vendors, or authorize utilities to modify, change or alter the Limited Common Areas or Common Areas, will be financially responsible to restore those areas to their original state.

Restoration shall be completed within thirty (30) days of any modification, change or alteration that has occurred.

This policy shall include and is not limited to, Limited and Common Area landscaping, sidewalks, driveways, fences, building components, lighting, water and sewer systems, drainage systems, etc.

## **STRUCTURAL MODIFICATION POLICY**

Any structural modification to a unit must first be approved by a registered architect, structural engineer and Lower Merion Township. Structural modifications include, but are not limited to, attic area trusses, load-bearing walls or exterior walls of a unit.

The attic areas are designed for light storage, approximately 20 pounds per square foot, and are not designed to carry heavier loads. Overloading an attic area could result in cracks and movement in the living space below, truss fatigue or structural failure, and possible roof collapse. Homeowners that make structural changes without prior approval of Lower Merion Township may be liable for any damages as a result of

such action. We further suggest that you notify our office prior to commencing any work.

### **HERMITAGE HOMEOWNERS ASSOCIATION PROCEDURE FOR MODIFICATION OF ROOF SYSTEM**

Prior approval and review of any modification of the roof system must be made by the Architectural Review Committee and Board of Directors of the Association. A review by the Association Architect is required to ensure that proposed modification meets the roof warranty requirements of the GAF Corporation. The homeowner/applicant requesting such modification will be required to pay the cost of such a review.

Any roof modification such as skylights, breezeway connections, building additions, installation of greenhouses that tie into the roof, atrium enclosures, chimney additions, gutter changes, modifications to upper level cedar walls (windows, vents, etc.), or any penetration or modification of the approved roof or ventilation system requires review and approval.

All roof modifications must be completed by a certified GAF Golden Pledge Warranty Contractor. **Cooper Roofing Corporation** is the designated certified contractor for the Hermitage, providing they maintain their status with GAFMC as a Master Elite Contractor. Prior written notice of said modification must be issued and approved by the GAF Corporation prior to commencement of any modification. Only GAF materials may be used for modifications. Paperwork must be filed with the GAF Warranty Department.

Failure to comply with all of the roof modification requirements will lead to the modified portions of the roof to be excluded from coverage under the terms and conditions of the GAFMC Golden Pledge Limited Warranty and the Cooper Roofing Corporation Workmanship Warranty, and any problems that occur with the roof system in the future would then be the responsibility of the homeowner.

Waiver of ARC 45-day restriction must be agreed to in order to consider change.  
NOTE: Due to changes in the size of shingles, (English sizes to Metric), in order to obtain a watertight roof, the owner may, at their expense, be required to replace an

entire shingle field to a break point (i.e. ridge vent, sidings, etc.) in order to obtain approval of the modification.

Final Approval by Board of Directors 9/9/03

### **HERMITAGE CONSTRUCTION RULES/POLICY**

1. Dumpsters may be brought onto the site to remove debris for no longer than 24 continuous hours. If dumpster is placed on the driveway, homeowner/contractor is responsible to place plywood sheeting on driveway to protect from roller marks, gouges, etc. Dumpsters may not be placed on the roads or grass. Homeowners shall be responsible for all damages to the driveway from off-loading of a dumpster onto the driveway.

2. Temporary Porta-Johns **may not** be placed on the property at anytime.

3. Materials may not be stored on the property at any time. Materials can be placed in the garage or behind the courtyard fences, but may not be visible from common areas.

4. No contractor signs shall be placed on the property.

5. Contractor equipment, trucks, etc. may not be kept on the property overnight.

6. Working hours on the site are: 8:00 a.m. to 5:00 p.m. Monday through Friday; 8:00 a.m. to 3:00 p.m. Saturday \*; **no work permitted on Sunday.**

7. No burning of construction debris on site.

8. No entrance onto roof without prior permission of the Association. Any interior modifications that adversely affect the performance of the roof system resulting in damage shall be the financial responsibility of the unit owner to correct.

9. No temporary overhead wires or construction trailers may be placed on the property.

10. Contractor parking shall be limited to the peanut side of the street. Parking on the grass is not permitted.

11. No dumping of any materials into street or driveway drains.

\* \* \*

\* Saturday work is restricted to inside of the unit. No work is permitted outside the unit so as to not disturb the quiet of the neighborhood.

Adopted by Board of Directors 6/27/06

## PARKING POLICY

1. Vehicles shall be parked on the peanut side of the street. No parking on driveway side of street. Do not block the fire hydrants, mailboxes or entrances to peanut walks.
2. No parking on the connector roads – Calaway Lane and Raffles Lane.
3. Due to the limited amount of parking, it is recommended that contractors carpool to the site.
4. During snowstorms in the winter months, parking is prohibited on the streets until after the completion of plowing operations.
5. No parking of vehicles overnight, on grass, or neighbor's driveways.

## POLICY RE: SURFACE COVERINGS FOR PATIOS AND WALKS NOT VISIBLE FROM COMMON AREAS

General Description of Areas:

Patio -- End unit: front and rear; not enclosed by fence

Patio – Middle unit: rear, lower level; not enclosed by fence

Owner may replace existing concrete patio in these areas with concrete, E.P. Henry pavers, or slate. Owners may also cover the patio with a deck; deck railing is required. The deck may be constructed of pressure-treated lumber, Trex, cedar.

The approved colors for slate or pavers are: tan, natural, pewter blend, harvest blend, fall blend. \*

There is no restriction on pattern of material. Mixing of colors is not acceptable, nor installation of a design on the surface.

Pavers or slate **may not** be applied to the main walk or stoop between the stone columns or on driveways. Pavers may be installed on courtyard walks behind the gates or fences. The owner will become responsible for the repair, replacement and maintenance of these areas, and will hold the Association harmless in the event of surface damage by snow removal equipment or materials.

All requests to replace surface coverings must be made in writing to the Architectural Review Committee.

\*E.P. Henry Colors/2003.

8/10/06

## **DRIVEWAY MAINTENANCE POLICY**

The Association provides **limited services** to driveways, i.e., snow removal, ice control, leaf removal and the blowing-off of debris (grass clippings, etc.) on a weekly basis during the mowing season (April through November). Unit owners that require services above the limited services currently provided will be financially responsible for those services. This would include such services as driveway sealing, driveway resurfacing for any reason ahead of the Long-Range Planning Committee schedule (Driveway resurfacing defined as a half inch to one-inch overlay wear surface), installation of driveway drains, driveway widening, etc.

The Long-Range Planning Committee, in establishing the reserve fund, has assigned a 20-year life to driveways. Driveways will be resurfaced based on that schedule.

## **EXTERIOR CEDAR REPLACEMENT POLICY**

The Association will replace the exterior Cedar siding or trim that has become rotted due to weather and/or age, or no longer functions as was originally designed, becomes warped, severely cracked, no longer weather tight, etc. Cedar that is damaged by insects will be replaced once the owner has certified that a pest control service has treated the area to eliminate the damaging insects. The Association **will not** replace the support structure under the cedar siding/trim that has been damaged by water, insects, etc. The cost to replace any sheathing or building support structure is the Homeowner's responsibility and replacement or repair costs will be invoiced to the individual unit owner. Cedar damaged by pests, squirrels, chipmunks, mice, etc. will be replaced once the pest has been eliminated by a pest control contractor. Cedar with knot hole openings will be sealed by the Association and will not be cause for replacement. Cedar damaged as a result of improper installation by a third-party contractor during exterior modification of a home (installation of windows, doors, decks, etc. with ARC approval). Not properly water tight or with proper flashing, will be replaced and the Homeowner invoiced for this service by the Association. The

Association will not correct construction defects on decks, fences, or building extensions, greenhouses, or other building modifications approved by the ARC, which are the responsibility of the owner to repair, replace and or maintain.

## **HERMITAGE HOMEOWNERS ASSOCIATION**

### **EXTERIOR SEWER AND WATER LINE SERVICE MEMO: UMBRELLA COVERAGE POLICY**

**WHAT WE SERVICE:** The Association will service the water and main sewer line from the exterior foundation wall of the unit to the water meter pit or the township sewer lateral.

\* See Hermitage Site Plan dated April 15, 1980 – Sheet #27.

**SERVICE LIMIT:** The Association **will not** service interior water or sewer lines or interior plumbing. Cleaning of debris or blockages from sewer lines is not covered. Water meter replacement is not covered. The owner may privately contract with their own plumber for this service.

**GENERAL TYPES OF SERVICE PROVIDED:** Excavation of sewer or water lines due to cracking, splitting, leaking, settlement, root blockage, failure of pipe. Replacement / Repair of same to restore service and flow.

**TYPES OF SERVICE NOT PROVIDED:** Routine Roto Rooter service to clear a blocked sewer line from natural or unnatural debris generated by the unit. Water pressure analysis of any kind. Replacement or service to unit water meter or meter enclosure. Replacement of underground shut off valves for water. Construction defects.

**NOTICE:** In the event of a need to excavate on site to access underground water or sewer lines, the owner is required to notify the Association in advance of any excavation and provide video confirmation (this can be provided by your plumber or video service employed by your plumber) of the need to excavate said pipe/drain in order for umbrella coverage to be effective under this policy.

**DEDUCTIBLE:** A \$5,000 deductible applies for all exterior line work performed by the Association or designated contractor. Unit owners will be

responsible for expenses associated with the lateral and water line serving their unit. However, where the sewer line is a common connection and not the individual unit lateral, the repair costs below the deductible will be billed to the unit owners that share the common line using the following formula: One third, One third, One third. Four-unit clusters will be billed at one-fourth each.

### **DEFINITIONS:**

1. Lateral: Is the portion of sewer line that runs from the exterior wall of a unit to a common line shared by adjacent neighbors.
2. Common Sewer Lines: Lines shared by several unit owners that connect to the Township municipal line. These lines are highlighted in yellow on plans at the Association Office, numbered PR 59 4/15/1980 A, B, C.
3. Common sewer lines begin 12 inches after the unit-clean out location. If two or more clean outs exist, the common sewer line begins 12 inches past the 2<sup>nd</sup> or final clean out / vent location.

**BILLING:** Expenses below and up to the deductible will be billed to the unit owner or owners being serviced direct by the service provider. All charges are due and payable within 30 days.

**LIABILITY:** The Association **will not** be responsible for any interior damage as a result of water or sewer line failure.

**EXCLUSION OF CUSTOM EXTERIOR UPGRADES:** The amendment requires the unit owner to be financially responsible to restore all custom exterior upgrades. Exterior upgrades are pavers, brick, slate walks or patios, wood decks on the ground, custom concrete, custom stone walls, ponds, pools, stairways, upgraded landscaping, propane tanks and lines, etc. Upon the completion of the repair, the Association will backfill the excavation with soil or stone. Only standard concrete walks and driveways will be patched with like material.

**OTHER EXCLUSIONS:** Any interior plumbing or pipes, pipes under garage floors, under the home building, greenhouse, pool water systems, irrigation systems, conduit pipes, outside faucets, water meters, water meter enclosures, underground shut off valves, etc.

**POLICY ON IMPROVEMENTS, ADDITIONS, ALTERATIONS, CHANGES BY OWNER  
EITHER APPROVED OR NON-APPROVED**

As set forth in the Declaration of Covenants, Easements and Restrictions, no improvements, additions, alterations, repairs, change of paint colors, landscaping, excavations, no building, fence, wall, swimming pool or other structure shall be commenced, erected, improved, altered, made or done on such property without the prior written approval of the Board of Directors or the ARC. Approved or non-approved (in violation of the documents or without approval for which the Association has no knowledge of the violation) improvements, additions, repairs, changes, etc. installed by an owner, the obligation to maintain such improvements, alterations and/or changes are hereby made a covenant which runs with the land as defined in Article IX, Section 5 of the documents, that is, subsequent conveyance of title to each living unit so affected shall carry with the title the continuing obligation to maintain the improvements or additions, either approved or non-approved, and to comply with the conditions, and each subsequent owner takes title under and subject to such obligation. All improvements, alterations, changes either approved or non-approved shall be subject to an Improvement Levy as defined in Article IX Section 4 of the documents. An owner, as defined by the documents, shall mean and refer collectively to the record holder of the fee simple title to any living unit, whether one or more persons or entities, and shall include contract sellers, but excludes those having such interest merely as security for the performance of an obligation. A person, partnership, the developer, corporation or LLC or other such entities may be an owner.



## **HERMITAGE POLICY ON NATURAL GAS LINES**

The Hermitage Homeowners Association will permit the installation of Natural gas lines and meters within the community, at the unit owner's expense, with the following conditions.

1. A plan must be submitted to the ARC for approval showing where underground lines will be located. Where a meter will be located, etc.
2. No lines may be run on the exterior of the home.
3. The Gas meter, if visible from the common areas, must be landscaped. If the meter is located within a fenced courtyard/pool area, landscaping is not required.
4. The owner shall be responsible for the restoration of any landscaping, lawns, trees, shrubs, paved surfaces, etc. disturbed during installation.
5. If roof venting is required, approval by the ARC must be received prior to any penetration through the roof. A GAF certified roofer is required to make such a roof penetration. Cooper Roofing, Inc. of Bridgeport, PA is the designated contractor for the Hermitage. Any pipe or vent through the roof must be painted black.

## **POLICY ON POWER WASHING STONEMWORK, SIDEWALKS, PATIOS, DECKS, ETC.**

The Association **does not** provide power washing services of any kind. Homeowners, at their expense, may engage private contractors to perform these services. Prior to a stone wall masonry service (repair, re-pointing, setting of loose stones, etc.), the Association will power wash the wall, at the request of the Masonry contractor, in preparation of the wall for repair, sealing, etc.

## **POLICY ON PEST CONTROL SERVICES / ANIMAL CONTROL SERVICES**

The Association **does not provide** pest control services of any kind. The Association is not licensed to provide these services. The removal of nuisance animals, such as raccoons, squirrels, chipmunks, foxes, rabbits, etc. is not a provided service. Homeowners may engage a private pest control service, at their expense, to address any concern.

## **POLICY ON COMMUNITY SERVICES / ASSOCIATION OBLIGATIONS**

As set forth in the Hermitage Declaration of Covenants, Easements and Restrictions, under Article III, Section 1, Page #9, "Obligations of the Association". "The Association is limited as to services that can be provided". See items listed as covered by the monthly fee, dated July 27, 2018. Items not listed are the responsibility of the unit owner.

## **POLICY ON CLUSTER STAINING/COLOR**

1. All clusters will be stained the colors indicated on the master staining guide located at the Hermitage office.
2. No more than two (2) clusters, side by side, shall be stained the same color.
3. An absolute minimum of two (2) clusters on each circle must represent each of the three (3) approved colors.
4. Any additional costs incurred for change in any cluster's color (labor, materials, etc.) will be paid equally by the homeowners occupying the cluster.
5. All three (3) homeowners must request the change in writing.
6. The ARC and Board of Directors must approve the change.

## **HERMITAGE** **GROUND LIGHTING DAMAGE POLICY**

As a result of the variety of upgraded ground lighting being installed by unit owners.

In the event an ARC approved ground light is damaged by Hermitage staff or contractors working on behalf of the Association, the following damage claim policy was approved by the Board of Directors on March 10, 2020.

As set forth in the Hermitage Documents and Operational Policies, all exterior lighting is the responsibility of the unit owner to repair, replace and maintain. ARC approved ground lighting that is damaged in the course of providing services to limited and common areas of the property shall be subject to a \$50 claim limit no matter what the total value of the fixture and services to restore may be.

Ground lighting that has rusted, leaning, has fallen over due to rusting poles, etc. or is in disrepair ***is not*** covered under this policy.

The Association staff is not authorized to repair, re-wire or maintain existing lighting around a unit.