**RULES AND REGULATIONS**

 **HANOVER WOODS PLANNED COMMUNITY ASSOCIATION**

 **AMENDED: OCTOBER 12, 2018**

 **A GUIDE FOR THE RESIDENTS OF**

 **HANOVER WOODS PLANNED COMMUNITY ASSOCIATION**

1. **CONFLICT:**

 In the event of a conflict between the declaration and these Rules & Regulations, the Declaration shall prevail. All of the terms used herein, unless specifically defined herein, shall have the same meaning as are set forth in the Declaration.

1. **ARCHITECTURAL GUIDELINES:**

 Each Unit Owner shall submit to the Executive Board and Manager of the Association by United States mail or hand delivery, Plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Unit Owner’s proposed change, alteration or addition to the Unit. A change request form is attached hereto as Appendix A. The submission shall contain proof of compliance with all applicable codes, laws and ordinances.

 The Executive Board shall use reasonable efforts to respond, within thirty (30) days, to all architectural requests. The Executive board can respond either in writing or verbally. In the event the Executive board fails to approve, with or without conditions, or deny the application within thirty (30) days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Executive Board have been submitted, approval will be deemed to have been denied.

 Pursuant to section 17.03 of the Declaration, the Declarant and the Builder are exempt from the architectural guideline requirements of this section B.

1. **USE RESTRICTIONS:**

 All Unit Owners, as well as all guests, residents, occupants, lessees, etc., in addition to any other obligation, duty, right and limitation imposed upon them by the Declaration, the certificate of Incorporation, Bylaws of the Association, and these Rules and Regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Unit Owners, occupants, guests, invitees, tenants, residents and lessees, etc.

1. **Accessory Structures:**

 No Tents, Storage tanks, sheds or accessory buildings or structures shall be erected or permitted to remain on a Unit unless the Unit Owner has obtained the prior written approval of the Executive Board. Approval may be requested from the Executive Board by submitting a Change Request Form in accordance with **SECTION B** of these Rules and Regulations titled “Architectural Guidelines”

**MODIFICATION CHANGES TO SECTION C.1 ASSESSORY STRUCTURES (SHEDS):**

**C.1.1 DESIGN LIMITATIONS:** Sheds shall match the Unit’s home to the maximum extent possible.

Minimum requirements include:

1. The architectural style shall match the style of the house. Roof style and slopes shall be similar.
2. Windows and doors in accessory buildings shall be similar in style to those in the house. (Alternate styles of shed doors may be approved at the discretion of the Executive Board.)
3. All exterior finish materials and colors shall match the house. Matching colors or dissimilar materials is not acceptable.
4. Accessory buildings may be set on foundations which match the house, or may be set directly on the ground on skids. When skids are used, the shed must be set level and plumb. Any space visible under the shed must be concealed with lattice or plantings. Sheds should be located no closer than five feet from a Unit’s property line, which is a township code requirement. Locations of shed are restricted to the side or rear yard of the Unit. Placement of sheds shall not have a negative impact on established drainage capabilities.
5. The maximum floor area of any shed shall be 120 square feet (ex: 10 x 12’), unless otherwise approved by the Executive Board.
6. The maximum interior height of a shed shall be eight feet (8’), measured at the eaves (exclusive of sloped roof height).
7. The maximum height of the sloped shed roof at the peak shall not exceed twelve feet (12’).

**C.1.2 EFFECTS OF DESIGN ON NEIGHBORING LOTS:** The design and location of the structure shall not adversely impact the privacy between neighboring houses. The Executive Board reserves the right to reject certain designs or require screening by the applicant in situations where, in the opinion of the Board, it is required.

1. **Awnings:**

 No Unit Owner is permitted to cover any deck and/or patio with any kind of permanent covering or structure, unless otherwise approved by the Executive Board.

1. **Clotheslines:**

 No clothing, bedding or similar items shall be dried or aired in any outdoor area, including private yards and decks. No Unit Owner shall install poles and/or lines for the drying of laundry nor shall any Unit Owner dry laundry outside his home.

1. **Decks and Patios:**
2. Any decks and patios installed on a unit shall be properly maintained by the Unit Owner.
3. Areas below deck are not to be used for storage, ***(MODIFICATION CHANGE:******unless the under deck area is hidden from view by permanent structures such as lattice.)***
4. Patios are not permitted to be enclosed unless approved by the Executive Board.
5. **Fences:**

 ***(MODIFICATION CHANGE: 5a.) After consulting with the New Hanover Township Management, the board has determined that the front fence installed by the builder on each property is an integral part of the “look and feel” of the community, and must be maintained. The township’s position is that the fences were part of the approved development plan for the community and therefore are to remain on each property. If a fence encroaches on an individual driveway, limiting access to a vehicle, then the fence can be shortened (3 feet or less) to accommodate easier vehicle access. A change request form is to be submitted to the Board for approval prior to any modifications.***

 ***(MODIFICATION CHANGE: 5b.) The Executive Board desires to set forth specifications for the fences permitted on the rear and side yards of a unit – A fence of a height no greater than four and a half feet (4.5’), or the maximum height permitted by the Township Zoning Ordinance, whichever is less, may be constructed around any portion of the rear and side yards of the Unit. Any such fence must be constructed of pressure treated wood, redwood, cedar, wrought iron or white PVC vinyl; other types of fencing may be permitted if approved in writing by the Executive Board prior to installation. Fences shall be of the standard “picket, shadow box or post and rail” style; any other style fencing must be submitted and approved in writing by the Board prior to installation. The finished side of the fence shall face the outside of the Unit.***

1. **Flagpoles:**

 A single flag mounting wall bracket may be attached to the dwelling. The **ONLY** flags permitted are the American flag, Commonwealth flag and/or Military flags.

1. **Front Doors:**
2. Front doors shall be the type installed by the builder. Any replacement door not consistent with the original door installed by the Builder must be approved by the Executive Board. ***(MODIFICATION CHANGE: Upon further discussion, the Board has interpreted Paragraph C7 of the Rules and Regulations, “Front doors shall be the type installed by Builder”, to include door type AND COLOR. As most original Owners will recall, the Builder had a set palate of color combinations for siding, stonework, doors and shutters, and the Board wants to maintain a consistent appearance for all homes in the development. Any deviations to the initial color of the front door needs to be approved by the Board via a change request form, which must include color samples for the requested color change.)***
3. Kick plates are allowed on front doors. The kick plate must run the full width of the door and must be 6 to 8 inches in height. Only oil rubbed bronze is to be used and to be installed according to manufacturer’s instructions. Replacement door knobs are to be oil rubbed bronze (good quality). Oil rubbed door knockers are also permitted on front doors.
4. ***(MODIFICATION CHANGE)*** Storm doors are acceptable additions to the front entry of a home. Storm door additions are to be submitted via a change request form, along with pictures of the requested door to include color.
5. **Garages:**

 No garage may be converted to living space. Notwithstanding the foregoing, the garages of any model homes shall be permitted to be used as a sales office.

1. **Garbage and Refuse Disposal:**
2. The Association shall employ a trash removal company to preform regular pick-up services in the Community. The trash removal service shall not include any “bulk” items or any trash which requires additional pick-up fees (i.e., chemical or hazardous substances). The Executive Board shall make decisions regarding which trash Removal Company to employ and shall determine the frequency of the trash removal service. Unit Owners shall be required, at the Association’s direction, to directly pay the trash removal company.
3. No Unit or portion of the Common Facilities or Limited Common Facilities shall be used or maintained as a dumping ground for rubbish or waste. Trash, garbage or other waste shall be kept in trash cans or heavy-duty plastic bags awaiting disposal. Trash, leaves and other similar material shall not be burned. It is requested that trash and recycling containers not be placed on the curb until after dusk on the night before collection. Containers are also to be taken in by the end of the day of collection and stored in the rear of the unit.
4. The storage or collection of rubbish of any kind; any materials that emit foul or obnoxious odors; the growing of any noxious weed or other natural substance; and the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort or serenity of other Unit Owners is prohibited.
5. **Garden Devices:**

 Hose Reels and other similar garden devices must be hidden from view.

1. **Hazardous Materials:**

 Nothing should be done or kept in or on any Unit which will increase the rate of insurance maintained by the Association or result in the cancellation of such insurance.

1. **House Numbers:**

 No more than one set of house numbers is permitted per home. If the original numbers are hidden by shrubs, the Unit Owner shall trim the shrubs. If replacement numbers are required, they must duplicate the original. The type of house numbers shall be installed by the builder, if any, or otherwise approved by the Executive Board.

1. **Lighting:**
2. No floodlights or other lighting is permitted beyond what is supplied by the Builder. Outside lighting can be replaced with an upgraded light fixture as long as it is consistent with the Builder installed fixtures. If the Unit Owner is planning to change the exterior fixture not consistent with those installed on their home, a written request to the Executive Board and a brochure of the sample fixture should be presented to the Executive Board for approval before installation of new fixtures. ***(MODIFICATION CHANGE: Any outside lighting, beyond that supplied by the Builder, must be approved in advance by the Board, and should not be installed in a manner that will impinge on neighbors’ property. Outside lighting can be replaced with an upgraded light fixture as long as it is consistent with the Builder installed fixtures. Any planned change to the exterior light fixtures must be submitted to the Board for approval before installation of the new fixtures.)***
3. All lighting must be approved for outdoor use. Lights cannot exceed twelve (12) volts and all electrical lines must be hidden. Only flat black fixtures with clear bulbs are permitted. Colored lighting is not allowed. All maintenance must be performed by the Unit Owner. The Association will have no responsibility and/or liability for any outdoor lighting installed by the Unit Owner. ***(MODIFICATION CHANGE: All lighting must be approved for outdoor use. Landscape lighting should not exceed twelve (12) volts and all electrical lines must be hidden. Only flat black fixtures with clear bulbs are permitted. Colored lighting is not allowed, EXCEPT for appropriate temporary holiday season lighting. All maintenance must be performed by the Unit Owner. The Association will have no responsibility and/or liability for any outdoor lighting installed by the Unit Owner.)***
4. **Unit Owner’s Contractor/Unit Owner:**

 No Unit Owner, Contractor or Workman employed by any Unit Owner shall be permitted to do any work in or upon any home (except for emergency repairs) between the hours of 9:00 PM and 8:00 AM, if such work is likely to disturb the occupants of any other home.

1. **Motor Vehicles:**

 The overnight parking or storage of trucks or any other commercial vehicles, including vehicles with commercial signs affixed thereon, is prohibited, except in a large enclosed garage. The parking or storage of any recreational vehicles, including but not limited to camping vehicles, boats, boat trailers and other trailers upon a Unit is prohibited, except in an enclosed garage.

1. **Nuisances:**
2. No Unit Owner shall make or permit any noises, soot, odor or vibrations that will unreasonably disturb or annoy the occupants or any other Units. Nor shall a Unit Owner permit anything to be done that will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners.
3. Each Unit Owner shall be charged with the responsibility of directing his tenant(s), guests and invitees to comply with the Association’s Declaration, Bylaws and these Rules and Regulations.
4. **Outdoor Holiday Lighting and Decorations:**

 Decorations that prove to be a nuisance, produce excessive glare or noise or endanger the health and welfare of the community, visitors or residents are not permitted. Outdoor holiday lights associated with Christmas, Hanukah, etc., shall not be installed and illuminated before Thanksgiving and must be turned off completely and removed by January 15th. Other holiday decorations associated with Halloween, Valentine’s Day, etc., Should be displayed for no longer than thirty (30) consecutive days.

1. **Pets:**

 No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on any Unit or in any Unit with the exception of dogs, cats or other common household pets (no exotic animals), provided that they are not kept, bred or maintained for any commercial purpose. **No more than three (3) common household pets will be allowed in any one Unit, unless otherwise approved in writing by the Executive Board.** Animals shall not be housed outside of any Unit. When outside, animals shall be leashed and the Unit Owner shall be responsible for cleanup. Pets shall not be left unattended outside for any reason. Dog owners will be responsible for keeping their pets from barking unnecessarily and disturbing their neighbors. **When walking your dogs, please curb them and be sure to clean up after them.**

1. **Re-Grading:**
2. Except for the Declarant and the Builder, no Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any substantial digging or earth moving or re- grading operations of any nature without first obtaining permission from the Executive Board. This is intended as protection against inadvertent disruption or surface drainage, underground services and creation of a nuisance to other Unit Owners.
3. Retaining walls and grading alterations which change the contour of the earth and/or water drainage patterns must be submitted to the Executive Board, with complete details including sketches for approval.
4. Unit Owners are responsible for verifying locations of all underground utilities and existing easements and bear total responsibility for any service interruptions directly attributed to work performed on their property. Unit Owners can contact **Pennsylvania One Call** free of charge at 800-242-1776 to verify underground utility locations. There is a fee for contractor requests.
5. **Signs, Banners, etc.**

 No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, “for sale” or “for rent” signs and those of realtors, contractors and subcontractors, shall be erected on the Unit while the Declarant maintains a sales office on the property. Notwithstanding the foregoing, the Declarant shall be permitted to maintain signage in the Community.

1. **Statues, etc.**

 No statues, lawn ornaments, sculptures, birdbaths or similar objects may be affixed or placed in front or side private yards without the express approval of the Executive Board.

1. **Solar Heat:**

 No solar heating panels or similar installation shall be permitted on any Unit.

1. **Antennas and Dishes:**

 **(*MODIFICATION CHANGE: Antennas and/or television dishes, if used, must be installed so as not to be visible from the street in front of the home)***

1. **COMPLIANCE WITH RULES AND REGULATIONS:**

 It is hoped and anticipated that all Unit Owners will comply with the Rules and Regulations as they are outlined in this document, since they are intended to preserve the character of the Community and the property values of each Unit Owner. In the event that a situation arises where violations have taken place, it is the responsibility of the Executive Board to enforce the established rules in consistent fashion according to the process outlined in the following enforcement procedures.

1. **ENFORCEMENT PROCEDURES:**
2. **Reporting violations:**

 Complaints concerning a violation of the Rules and Regulations, or any provisions of the Association’s Declaration and Bylaws, by a Unit Owner or tenant must be submitted in writing, to the Executive Board or Management Company, signed by the Unit Owner or tenant. The complaint must be in sufficient detail to determine whether a violation has occurred.

1. **Complaint Forms:**

 A copy of the complaint form (see **Appendix B**) is provided for your use should you deem it necessary to identify a violation of the above Rules and Regulations. The Executive Boards understands the need to maintain a clean and aesthetically pleasing environment. Each Unit Owner deserves such and pays monthly to obtain it. It is also each Unit Owner’s responsibility to comply with these Rules and Regulations in an effort to do their part for the community. A copy of the complaint response form is attached hereto as **Appendix C**.

1. **Investigation:**

 A member of the Executive Board, Committee member or representative of the Management Company shall investigate the complaint to determine whether there is a reasonable cause to believe a violation has occurred.

1. **Initial Violation Notice/First Notification:**

The Association will send a written notice describing the violation to the Unit Owner/tenant, instructing them to correct the violation or respond within a maximum of ten (10) days. If a violation is not corrected within the amount of days detailed in the letter, or if the Unit Owner has not contacted the Executive Board concerning the violation, the Executive Board will proceed further with the enforcement procedures.

1. **Second Notification:**

 If no response or correction concerning the violation is performed within the amount of days of the written warning, a letter will be sent to the Unit Owner and a One Hundred Dollar ($100.00) fine will be assessed to the Unit Owner.

1. **Third Notification:**

 If no correction or response within thirty (30) days after the second notification, another letter will be sent to the Unit Owner, and a Two Hundred Fifty Dollar ($250.00) fine will be assessed to the Unit Owner.

 **If after the third offence the situation has not been resolved, the Executive Board has the authority, as established in the Bylaws, to initiate any or all corrective action at the Unit Owner’s expense. Thus, it would be to each Unit Owner’s benefit to abide by the Rules and Regulations, as well as resolve violations prior to elevating to this extreme.**

1. **Fines and Penalties:**

 Depending on the seriousness of the violation, the Executive Board has the right to impose larger fines if the violation or problem disregards the safety of the residents, is in complete disregard of the Association and adjoining neighbors, and/or in violation of the Association’s Declaration or Township ordinances. Depending upon the seriousness of the violation, the fine could either be enacted for each incident or a fine charged for each day that the violation remains uncorrected. The penalties for the Unit Owner could include loss of Association privileges. The Executive Board has full authority in establishing the amount of fines and loss of privilege penalties. The amount assessed is due upon receipt of notice.

**If the situation persists after the third notice, fines in the amount of Two Hundred Fifty Dollars ($250.00) will be assessed to the Unit Owner’s account every thirty (30) days.**

1. **Hearing:**

 All Association Unit Owners and tenants shall have the rights to a hearing, which could either be conducted by a committee responsible for Rules and Regulations enforcement or by the Executive Board. If a hearing is conducted by a committee, the Unit Owner or tenant may appeal the committee’s decision to the Executive Board. Any decision made by the Executive Board is final.

1. **Noncompliance:**

In the event that a Unit Owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the Unit Owner for collection of the fines and compliance with the Association’s Declaration, Bylaws, and Rules and Regulations. Any expense associated with legal actions and the collection of fines incurred by the Association shall be added to the complaint and become the responsibility of the Unit Owner to pay. If a judgement awarded by the court remains unpaid, the Executive Board may place a lien for the amount of the judgement, plus cost, against the Unit Owner’s property.

1. **AMENDMENT:**

 These Rules and Regulations may be amended by the majority vote of the Executive Board.

 ESTABLISHED AND ADOPTED, by the undersigned, being the current Executive Board of the Hanover Woods Planned Community Association, as of the date set forth on the top of page 1 above.