



## INTRODUCTION

The following Regulations should be viewed as protective rather than restrictive in that they are designed to enhance the quality of life for individuals living within the Summer Lea Community by protecting the property values and safety of all Occupants.

The Regulations set forth in this handbook are enacted under the authority given the Board as set forth in Article IV, Section 3, of the Bylaws of Summer Lea Community Association, Inc. a Planned Community (hereinafter referred to as "Bylaws") dated May 22, 2002; in Article III, Section 3.01, of the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Summer Lea Community Association, Inc. a Planned Community (hereinafter referred to as "Declaration") dated May 22, 2002; and are a supplement thereof.

These Regulations are binding to all Unit Owners, Renters, Occupants (hereinafter collectively referred to as "Occupants,") as well as their Guests, and are enforceable to the same extent as if they were specifically set forth as provisions of the Bylaws and Declaration. Failure to comply with any of the aforementioned documents shall be grounds for assessment of fines as set forth in said documents and outlined in the Regulations.

A copy of this handbook will be delivered to each present and future Unit Owner either personally or by mail. The Unit Owner shall have the responsibility to inform their Occupants and Guests of the provisions contained in these Regulations.

The creation of Regulations is an evolutionary process which may require change as they are applied. Therefore, from time to time the Board will review these Regulations, republishing if any changes are deemed necessary. Any such change to these Regulations shall become effective upon being placed in the mail, postage prepaid, and sent to the last known address of each Unit Owner of the Association. Notice given to the Unit Owner shall also be notice to that Unit's Occupants and Guests.

## TABLE OF CONTENTS

Introduction.....	1
Table of Contents.....	2 & 3
Regulations.....	4
Architectural.....	4
Regulation 1 Primary Architectural.....	5
1.01 Roofs.....	5
1.02 Capping.....	5
1.03 Gutters and Downspouts.....	5
1.04 Siding.....	5
1.05 Brick.....	5
1.06 Stucco.....	5
1.07 Windows.....	6
a. Double Hung.....	6
b. Fixed.....	6
c. Skylight.....	6
d. Egress.....	6
1.08 Unit Doors.....	6
a. Front or Side Entry Doors.....	6
a. Storm Doors.....	6
c. Rear Entry Doors.....	7
d. Garage Doors.....	7
1.09 Trim.....	7
Regulation 2 Secondary Architectural.....	8
2.01 Walkways.....	8
a. Sidewalk and Driveway Bib.....	8
b. Service Walk and Stoop.....	8
2.02 Driveways.....	8
2.03 Decks and Patios.....	8
2.04 Retractable Awnings.....	9
Regulation 3 Dependant Architectural.....	10
3.01 Above Ground Utilities.....	10
3.02 Air Conditioning.....	10
3.03 Lighting.....	10
3.04 Electronic Insect Traps and Bug Lighting.....	11
3.05 Stacks, Chimneys, and Attic Fans.....	11
3.06 Signs and Symbols.....	11
3.07 Mail and Drop Boxes.....	12
3.08 Fences.....	12
3.09 Outbuildings.....	12
3.10 Pools and Hot Tubs.....	12
Regulation 4 Landscape.....	13
4.01 Grass.....	13
4.02 Flower and Planting Beds.....	13
a. Dimensions.....	13
b. Contents.....	14
c. Grass Strips.....	14
4.03 Trees.....	15
4.04 Water Features and Ornaments.....	15

General	16
Regulation 5 Unit and Lot Usage	16
5.01 Residential	16
5.02 Leasing	16
5.03 Insurance	16
5.04 Storage on Lot	16 & 17
Regulation 6 Common Area Usage	18
6.01 Hours	18
6.02 Recreation	18
6.03 Gathering	18
6.04 Storage on Common Area	18
6.05 Damages	18
Regulation 7 Miscellaneous	19
7.01 Vehicles	19
7.02 Snow Removal	19
7.03 Pets	20
7.04 Trash	20
7.05 Laundry	21
7.06 Holiday Lighting and Decorations	21
7.07 Solicitation	21
7.08 Yard and Garage Sales	21
7.09 Grills	21
7.10 Flags and Banners	21
7.11 Window Treatments	21
7.12 Standby Generators	21
7.13 Portable Generators	22
Procedures	23
Architectural Review Request	23
Request for Permit	23
Enforcement of Regulations	24
Inspections	24
Complaints	24
Violations	24
8.1 Architectual	25
Appeal	25
Assessments	26
Budget	26
Collection	26
Grandfather Clause	26
Disclaimer	26

## REGULATIONS

### Architectural

As stated in Article IV, Section 4.01 d., of the Declaration:

*Unit Owners shall be responsible for all work, repairs and replacement to dwelling units not expressly the responsibility of the Association...*

Additionally, as stated in Article VII, Section 7.10 a., of the Declaration:

*... No exterior additions, modifications, or alterations of any Dwelling or other improvements on a Lot shall be constructed unless:*

*... The exterior materials and colors to be used in connection therewith are consistent with the exterior materials and colors used in connection with the original construction of the Dwelling on such Lot or are otherwise approved by the Board.*

Each Unit in Summer Lea Community is owned "fee simple"; therefore, Unit Owners have the responsibility for maintenance of their roof, siding, and foundations, etc.–in short, all elements, both exterior and interior of a Unit unless otherwise described herein. However, **primary and secondary architectural changes made to a Unit must be approved by the Board** using the method described in Article VII, Section 7.12 a.–f. of the Declaration and as supplemented in the Regulations Procedure Section (Architectural Review).

An approved color and material list relative to primary, secondary, and dependant architectural changes as indicated in the following Regulations 1 through 3, is as follows and should be consulted prior to application for review. Any color not specifically listed will require prior approval from the Board. Below is a list of Colors and Materials:

	<u>Make</u>	<u>Color</u>
<b>Shingles</b>	GAF	Pewter gray blend
<b>Front door</b>	Sherwin Williams	SW6300 Burgundy
<b>Siding</b>	Certainteed	Antique Linen
<b>Brick</b>	Slatmer Mason	Flashed Range Radcliffe
<b>Lighting</b>	Progressive	#5911631
<b>Deck</b>	Composite Decking	Natural brown tones - (Owner to provide sample)
	Wood Decking	Pressure Treated Lumber
	Wood Stain	Natural brown tones or pure white
	Railing	Color to match decking or white
	Pavers	Tan, Gray or Red Brick

## **Regulation 1 Primary Architectural**

### **1.01 Roofs**

Shingles equivalent in measurement, color, and material to that originally installed by the builder are to be used when replacing or repairing the same. Application of shingles must be contiguous with the roofline and in the event a roof has no distinct break between one Lot and the next, the Unit Owner will do their best to "feed in" shingles as to not create one.

### **1.02 Capping**

Capping equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same.

### **1.03 Gutters and Downspouts**

Gutters and downspouts equivalent in measurement, color, and material to that originally installed by the builder are to be used when replacing or repairing the same. Gutters must be contiguous with the roofline and in the event a gutter has no distinct break between one Lot and the next, the Unit Owner will do their best to "feed in" the gutter as to not create one.

In no instance may the addition of gutters and downspouts be permitted to adversely effect drainage of adjacent properties. Surface downspout deflectors not to exceed thirty-six inches (36") in length may be used to disperse flowing water so long as to not create a negative effect to the ground surrounding it.

### **1.04 Siding (where applicable)**

The textile used for future applications on any portion of a Unit which were originally siding must be again the same textile insomuch as it cannot be substituted with brick, stucco or any other material. Additionally, siding equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same. In the event a wall has no distinct break between that of one Lot or the next, the Owner will do their best to "feed in" siding as to not create one.

### **1.05 Brick (where applicable)**

The textile used for future applications on any portion of a Unit which were originally brick must be again the same textile insomuch as it cannot be substituted with siding, stucco or any other material. Additionally, brick equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same.

### **1.06 Stucco (where applicable)**

The textile used for future applications on any portion of a Unit which were originally stucco must be again the same textile insomuch as it cannot be substituted with siding, brick or any other material. Additionally, stucco equivalent in texture, color, and material to that originally installed by the builder is to be used when replacing or repairing the same. In the event a wall has no distinct break between that of one Lot or the next, the Owner will do their best to "feed in" stucco as to not create one.

## 1.07 Windows

### a. Double Hung (where applicable)

A six (6) divided-light over six (6) divided light window equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same.

A four (4) divided-light over four (4) divided light window equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same.

### b. Fixed (where applicable)

A half circle, four (4) divided-light window equivalent in measurement, color, and material to that originally installed by the builder is to be used when replacing or repairing the same.

### c. Skylight

A skylight window may be installed only on the rear roof.

### d. Egress (where applicable)

A window not to exceed twenty-four inches (24") by twenty inches (20") with a maximum sill height of forty-four inches (44") from the basement floor shall be used; "Bilco" doors or the like are impermissible.

## 1.08 Unit Doors

As stated in Article IV, Section 4.01 a., of the Declaration:

*... The Association shall be responsible for painting of all exterior paintable surfaces of a dwelling unit.*

A color equivalent to that originally used by the builder or as selected by the Board will be applied when painting the front or side and rear entry doors of a Unit.

### a. Front or Side Entry Doors

A six (6) panel door (and where applicable a sidelight filler with a three (3) divided-light window) equivalent in measurement and material to that originally installed by the builder is to be used when replacing or repairing the same.

### b. Front or Side Entry Storm Doors

All new and replacement storm doors must be full-view style with outer framing that does not exceed 4" in width. No scalloped edges or jalousie windows are permitted. Storm doors can be white to match the trim and capping, or burgundy to match the color of the front door. Self storing storm doors with a single center divider bar are permitted.

Door hardware shall be brass to include the knob, deadbolt, hinges, peephole, and kick plate.

b. Rear Entry(s)

Two sliding or French doors, fifteen (15) divided-light panel doors equivalent in measurement and material to that originally installed by the builder are to be used when replacing or repairing the same.

c. Garage

A sixteen (16) panel door, divided by four (4) hinged horizontal subsections, having the top four (4) panels being divided-light windows (sunburst mutton) equivalent in measurement, material and color to that originally installed by the builder is to be used when replacing or repairing a garage door.

Hardware shall be chrome to include the knob and lock.

**1.09 Trim**

Trim equivalent in measurement and material to that originally installed by the builder is to be used when replacing or repairing the same.

As stated in Article IV, Section 4.01 a., of the Declaration:

*... The Association shall be responsible for painting of all exterior paintable surfaces of a dwelling unit.*

A color equivalent to that originally used by the builder will be applied when painting the trim around front or side and rear entry doors of a Unit.

## Regulation 2 Secondary Architectural

### 2.01 Walkways

#### a. Sidewalk and Driveway Bib

As stated in Article IV, Section 4.01 f., of the Declaration:

*...The Association shall be responsible for maintenance, repair, replacement of sidewalks in front of dwelling unit, whether or not within the common facilities.*

Modification of the sidewalk and driveway bib other than by the Association on any Lot or Common Area is not permissible.

#### b. Service Walk and Stoop

Each Lot having a service walk and stoop must remain the same and be replaced or repaired with an equivalent material to that originally installed by the builder. With proper medical documentation, ramps or the like may be fitted by a Unit Owner for access to the front entry.

### 2.02 Driveways

Each Lot having a minimum two-car driveway must remain the same and be replaced or repaired with an equivalent material to that originally installed by the builder.

### 2.03 Decks and Patios (where applicable)

Decks built as an addition to a Lot shall be as follows:

- Location: in the rear yard attached directly to a Unit's rear exterior wall
- Size: no larger than a sixteen foot (16') by fourteen foot (14') dimension with a three foot (3') height of the balustrade; gates installed must be at the top of stairs
- Material: lumber (both natural and manufactured)
- Design: equivalent to those originally installed as an option by the builder; lattice applied to the underside of a deck must be equivalent in color to the deck or white

Decks may not have a floor height greater than the elevation of the entry to the Unit. Therefore, elevated decks attached to the top level of a Unit are prohibited.

Patios (next page)

Patios built as an addition to a Lot shall be as follows:

- Location: in the rear yard beginning directly from a Unit's rear exterior wall
- Size: no larger than a sixteen foot (16') by fourteen foot (14') patio
- Material: brick, stone or commercial paver tiles
- Design: scale and style equivalent to the design of the Unit

Enclosing and/or privacy screening a deck or patio are not permissible.



## 2.04 Retractable Awnings

Retractable awnings are permitted in accordance with the following regulations and must be approved by the board of directors prior to installation.

- a. Retractable awnings shall be no wider than an existing deck or patio and shall have a maximum width of 16' feet.
- b. Retractable awnings shall not extend beyond the front edge of an existing deck or patio and shall have a maximum projection of 14' feet.
- c. All awnings shall be secured directly to the building by the use of mounting brackets and lags directly into the building structural system as per the manufacturers specifications.
- d. The base unit must be centered over the deck or patio; no offset is permitted.
- e. The unit must be retracted at all times when not in use.
- f. The approved fabrics are all solid in color with no strips or other designs permitted.
  - White
  - Off-white
  - Taupe
  - Forest – referred to as Evergreen by some awning vendors
  - Tan – referred to as Sand by some awning vendors

Neither side panels nor screening may be hung from the awnings.

## **Regulation 3 Dependent Architectural**

### **3.01 Above Ground Utilities<sup>1</sup>**

As stated in Article VII, Section 7.03, of the Declaration: ... *Satellite dishes or other free standing or roof-mounted antennae or reception devices ... except for one (1) ... not to exceed one (1) meter in diameter, which shall be screened in such a manner, as the Board shall approve.*

It is the intent of these regulations to ensure that satellite dishes and their installation meet all appropriate building, safety, and electrical codes, and Association Rules and Regulations.

- All proposed installations require the prior written approval of the Executive Board. The proposal must include the type of satellite dish, dimensions and sketch of the planned location on the home.
- The Board does not restrict the use of video receiving dishes less than one meter (39.37") in diameter, properly installed on the Unit Owner's private property.
- Dishes must be properly grounded under electrical code and installed in a professional manner not to pose a safety hazard to residents or surrounding homes.
- Dishes must not "hang over" or encroach a neighbor's property, roof, walls or windows.
- Dishes must not have wires "draped" on the roof or side of the Unit Owner's home. The dish wiring should match the color of the building and be run discreetly under the corner molding, along the trim under the roofline, or through the attic, as not to be seen.
- Dishes and installation must meet all local, state, and county codes that may apply.

### **3.02 Air Conditioning**

Air conditioning units must be replaced with an equivalent appliance to that originally installed by the builder. The use of window air conditioning units is not permissible.

### **3.03 Lighting**

Exterior lighting equivalent in measurement, color, and material to that installed by the builder is to be used when replacing or repairing the same.

Any lighting in addition to the three (3) fixtures (garage door, front or side door, and rear door) installed by the builder must be shielded to prevent glare and annoying emission of light which unreasonably affects any other Lot. Only a soft white light bulb is permissible in the front or side and garage door fixtures. No higher than a one hundred (100) watt bulb may be used in any fixture.

Landscape lighting fixtures must be contained within the parameters of flower or planting beds.

No solar panel (or the like) installations may be made.

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<sup>1</sup> On October 5, 1996 the FCC (Federal Communication Commission) implemented Section 207 of the 1996 Telecommunications Act. The purpose of this Act is to allow individuals to receive television broadcast signals, direct broadcast satellite services or multi-channel, multi-point distribution services. The Declaration is in direct conflict with the law and shall only be applicable for dishes exceeding one meter (1m) in measurement.

### **3.04 Electronic Insect Traps and Bug Lighting**

Electronic insect traps may not be installed or maintained in such a way as to cause discomfort to adjacent Lots as a result of the noise from the trap and may only be operated during those times when the immediate area protected by the trap is occupied.

Bug lighting (yellow bulb) installed in the rear door(s) fixture(s) must be shielded to prevent glare and annoying emission of light which unreasonably affects any other Lot. No higher than a one hundred (100) watt bulb may be used in any fixture.

### **3.05 Stacks, Chimneys, and Attic Fans**

Any stack, chimney, and attic fan must be installed on the rear roof.

### **3.06 Signs and Symbols**

As stated in Article VII, Section 7.18, of the Declaration:

*... No signs shall be placed on the exterior of a Dwelling or on a Lot, except...*

House numbers must be displayed within six inches (6") of the garage exterior light (and if desired, rear door(s) light(s), each individual digit can be no smaller than three inches (3") or no larger than four inches (4"). In addition, Unit Owners are permitted to display one sign, maximum ten inches (10") by sixteen inches (16"), announcing house number, street address, and/or family name on the first floor front or side exterior wall. Radiant signage is impermissible.

Signs for business or advertising purposes, to include Contractors' and security signs, are not permitted on any Lot or Common Area, except as follows:

- Sign posted on Lot - Unit Owners or their agents using the method as described in the Procedure Section (Request for Permit), may place one (1) real estate sign, no larger than sixteen inches (16") by twenty-four inches (24"), inside a window of a Unit for the sole purpose of advertising the sale or rental of the Lot where the sign is placed. Lot signs must be removed within (30) days of posting or a new Request must be submitted. A sign must also be removed within the thirty (30) days upon settlement or signing a lease.
- Sign posted on Common Area - Unit Owners or their agents using the method as described in the Procedure Section (Request for Permit), may place one (1) real estate sign, no larger than sixteen inches (16") by twenty-four inches (24"), on a Common Area for the sole purpose of advertising an open house for the sale or rental a Lot. Common Area signs may be posted three (3) days in advance of the open house and be removed the day after.

Real Estate signs and advertisements are not permitted to be displayed in any other manner except as previously described.

Posting any type of sign or announcement on the cluster mailboxes, light poles, etc. is not permissible.

### **3.07 Mail and Drop Boxes**

Cluster boxes have been provided for mail delivery for each Unit. No additional private mail or drop boxes may be installed on any Lot or Common Area.

### **3.08 Fences**

As stated in Article VII, Section 7.09, of the Declaration:

*... No fencing of any kind shall be allowed on any Lot.*

The planting of shrubs rows or other "living" boundary markers are not permitted.

### **3.09 Outbuildings**

As stated in Article VII, Section 7.08, of the Declaration:

*No outbuildings or other enclosures, storage sheds or recreational equipment may be constructed on any Lot unless such improvements are approved by the Board and/or comply with any Regulations relating thereto promulgated by the Board.*

### **3.10 Pools and Hot Tubs**

As stated in Article VII, Section 7.05, of the Declaration:

*No above or in-ground pools shall be constructed or maintained on any Lot.*

No hot tubs (or the like) may be installed on any Lot.

## Article IV Landscape

### 4.01 Grass

As stated in Article IV, Section 4.01 b., of the Declaration:

*... The Association shall provide grass cutting of and turf applications for lawn on dwelling units. Unit owners shall be responsible for replacement and reseeding of lawn areas, if necessary.*

### 4.02 Flower and Planting Beds

As stated in Article IV, Section 4.01 c., of the Declaration: *...The Association shall maintain landscaping...as installed by Declarant. Unit Owners shall be responsible for maintaining the landscaping and all other portions of the lot not installed by the Declarant...The Association's responsibility...limited to edging, mulching and pruning of shrubs. Weeding, removal and replacement of plantings...shall remain the responsibility of the Unit Owner.*

#### a. Dimensions

- Alexandria:

The front flower or planting bed cannot extend further than fourteen feet (14') from the front bathroom exterior wall.

- Bainbridge

The front flower or planting bed cannot extend further than fourteen feet (14') from the front stairwell exterior wall.

The side flower or planting bed (in Twin Units) cannot extend further than nine feet (9') from the side exterior wall.

- Carlisle

The front flower or planting bed cannot extend further than fourteen feet (14') from the front living room exterior wall.

The side flower or planting bed cannot extend further than nine feet (9') from the side exterior wall.

- All Models

The rear flower or planting bed cannot extend further than seven feet (7') from the rear exterior wall, deck or patio.

- Utility Boxes (where applicable)

The flower or planting bed cannot extend further than four feet (4') from the box edge or limit access to said appliance.

- Tree Bases (where applicable)

The flower/planting bed cannot extend further than three feet (3') in diameter from the trunk edge.

## b.) Contents

The use of climbing plants to scale the exterior wall of a Unit is not permissible. However, a trellis or latticework may be used to support flowers but cannot exceed six feet (6') in height by four feet (4') in length, being attached to an exterior wall and set out no more than eighteen inches (18").

Mulch installed by Owners must be triple-ground and dark brown or black in color. The use of decorative stone or rock is permissible, however, must be of a neutral tone.

Landscape timbers and retaining walls that are more than eighteen inches (18") above local grade must be approved by the Association using the method described in the Procedure Section (Architectural Review). All landscape timbers and retaining walls must be constructed so as to not divert ground water onto adjoining Lots or otherwise substantially change existing drainage patterns. Materials used should be a neutral tone.

- Shrubs and Bushes:
  - a. Defined as any woody, perennial, bushy plant that branches into several stems or trunks at the base and is smaller than a tree.
  - b. Shrubs and bushes planted within approved planting areas can be installed without prior approval from the Board.
  - c. Shrubs and bushes must be maintained at a height no greater than five feet (5') and shall not be allowed to obstruct entrances or walkways.
- Trees:
  - a. Defined as tall perennial woody plants having a main trunk and branches forming a distinct, elevated crown.
  - b. All trees and their placement must be approved by the Board prior to installation and maintained at heights and spreads no greater than those determined by the Board.
  - c. All arborvitae must be maintained at a height no greater than eight feet (8') and may not be used in such a manner as to constitute a living fence or boundary. (See section 3.08 Fences in the Rules and Regulations.)
  - d. The maximum number of arborvitae permitted to be planted in a row will be limited to a total of three (3). This includes the areas between decks and patios. All arborvitae must be pruned annually to maintain a clear and defined separation between each arborvitae.
- Climbing Plants: change the regulation about climbing plants to:
  - a. ....a trellis or lattice work may be used to support flowers but cannot exceed six feet (6') in height by four feet (4') in width, being attached to an exterior wall, deck or patio and set out no more than eighteen inches (18").
- Failure to maintain plantings in compliance with all landscaping Rules and Regulations will result in the Board having the work done at owner's expense as well as fines for non-compliance as outlined in this document.

## c.) Grass Strips

All driveways have been separated and made distinct by the builder with the use of grass between them. No area designated as such may be altered with the use of any other application (e.g. mulch, pavers, stones, etc.).

#### **4.03 Trees**

Planting of trees on any Lot or Common Area must be approved by the Board using the method as described in the Procedure Section (Architectural Review).

#### **4.04 Water Features and Ornaments**

No permanent water features on any Lot are permitted. Ornaments are to be displayed in flower or planting beds and may not exceed three feet (3') in height. Furthermore, ornamentation should be limited as to not appear cluttered.

## **General**

### **Regulation 5 Unit and Lot Usage**

#### **5.01 Residential**

As stated in Article VII, Section 7.02, of the Declaration:

*...Lots and Dwellings shall be used solely for residential purposes. Home occupations shall be permitted if permitted by applicable ordinances and if they are incidental and/or accessory to the primary and principal residential use of the Lot and Dwelling.*

This regulation shall not be construed to prevent or prohibit an Occupant from maintaining a personal professional library, keeping personal business or professional records, handling personal business or professional calls in a Unit.

#### **5.02 Leasing**

As stated in Article VII, Section 7.15, of the Declaration:

*...A Unit Owner may lease or sublease no less than his entire Unit...only to a Family Unit...provided that the following conditions are satisfied...(i) lease shall be in writing...term of one (1) year or more,(ii) lease shall be delivered to the Association within ten (10) business days after signing(iii) lease shall expressly provide that the lessees shall be obligated to comply with...and bound by the Declaration, Regulations and By-Laws,(iv) the Association is deemed a third party beneficiary...governing the lessee's obligation to comply with the Declaration, Regulations and By-Laws, (v) the Association shall be entitled to demand payment directly from the lessee of any Assessment, fines or other sums payable by the Unit Owner if requested by the Association, (iv) the Association shall have the right to require that the Unit Owner terminate such lease within thirty (30) days after written notice from the Association as a result of any violation... fifteen (15) days after written notice...*

#### **5.03 Insurance**

As stated in Article VI, Section 6.06, of the Declaration:

*Each Unit Owner shall be individually and solely responsible for maintaining hazard, fire, flood and liability insurance with respect to his Lot and Dwelling...*

It is required that all Unit Owners yearly (within thirty days of the anniversary date of their homeowner's insurance policy) provide a written "proof of insurance" to the Association. This document is to be supplied by either the insurance company or their agent.

Nothing shall be done to or kept on any Lot or Common Area that will increase the rate of insurance on the property, or the contents thereof, applicable for residential use. No Unit Owner shall permit anything done to or kept on any Lot or Common Area which will violate any law, statute, ordinance, or regulation of any governmental body, which will result in the cancellation of insurance maintained by the Association.

#### **5.04 Storage on Lot**

As stated in Article VII Section, 7.06, of the Declaration:

*Outdoor storage of appliances, lumber wood or building materials shall not be permitted except during the construction of a Dwelling or other permitted structure...*



Storage of any item (i.e. garden tools, hoses, trashcans, bicycles, and grills) in the front or side of a Lot is not permissible. However, during construction, materials such as lumber, siding, bricks, etc., may be stored within the confines of a Unit's driveway and must be used within a reasonable time. (*Exception: Portable storage units*)

Portable storage units shall be acceptable based on the following:

- Storage unit must be placed in driveway and shall not extend onto sidewalk.
- Only one storage unit per homeowner.
- Storage unit can be placed on property for up to 2 weeks.
- Homeowner can request up to a 2 week extension if required.
- Homeowner must fill out a request for permit form prior to receiving storage unit.

Exterior household items (i.e. hoses, tables, chairs, and grills) stored on the rear of a Lot must be contained to your deck or patio area or kept in such a manner as to not hinder landscaping tasks.

Toys, sports gear, children's swimming pools, game sets, etc. must be stored on a deck, patio or inside a Unit between the hours of 10:00 p.m. to 7:00 a.m. each day. However, "camping" overnight in a Unit's rear yard is permissible with tent only to remain or be removed by the following morning at 9:00 a.m. as to not inhibit landscaping operations.

Storage beneath a deck is not permissible.

Additionally, as stated in Article VII, Section 7.08, of the Declaration:

*No...recreational equipment may be constructed on any Lot...*

Permanent sports and/or play equipment (i.e. swing sets, basketball nets, and trampolines) are not permitted on any Lot.

## **Regulation 6 Common Area Usage**

As stated in Article IV, Section 4.02, and Article VII, Section 7.17, of the Declaration:  
*The Common Elements shall be for the common use and enjoyment of the Unit Owners...*

Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.

### **6.01 Hours**

Recreation or gathering before 7:00 a.m. and after 9:00 p.m. on the Common Areas is not permissible.

### **6.02 Recreation**

As stated in Article IV, Section 4.02, of the Declaration:  
*...the use of motorized vehicles shall be strictly prohibited on any Common Elements...*

Motorized Vehicles shall include snowmobiles, motorbikes, all-terrain, scooters, etc.

Sledding, skiing and "trick" skateboarding are strictly prohibited on any Common Areas. Inline skating and bicycle riding are permitted provided these activities remain on asphalt surfaces at all times.

Climbing of fences and trees in the Common Areas is not permitted.

### **6.03 Gathering**

Using the method as described in the Procedure Section (Request for Permit), social gatherings (picnics, block parties, etc.) of ten (10) or more people may take place on Common Areas.

The use of alcoholic beverages is not allowed on Common Areas.

### **6.04 Storage on Common Area**

As stated in Article VII, Section 7.17, of the Declaration:  
*No Unit Owner...shall have any right to place, construct, erect, deposit or store any structure, improvement, refuse, rubbish, or other property on any Open Space or on any other Common Elements...*

### **6.05 Damages**

As stated in Article V, Section 5.02, of the Declaration:  
*Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or his tenants, agents, guests, family members, licenses, contractors or subcontractors, Such damage may be assessed and collected as a Special Assessment against such Unit Owner.*

## **Regulation 7 Miscellaneous**

### **7.01 Vehicles**

As stated in Article VII, Section 7.06, of the Declaration:

*No camper, travel trailer or mobile home, recreational vehicle, all terrain vehicle, boat, boat trailer, or other trailer, nor any unlicensed or uninspected, motor vehicle shall be kept or stored on any Lot or on or along the parking courts, Hampshire Drive within the Community, unless stored in an enclosed garage on the Lot, except in connection with the immediate maintenance, cleaning, repair, use or transportation thereof. Outdoor storage or parking of commercial vehicles or equipment on or about any Lot shall be prohibited.*

Commercial motor vehicles are defined as any motor vehicle or trailer that is:

- a.) modified or serves principally a commercial purpose
  - b.) such an integral part of a commercial business as to be inseparable from it
  - c.) neither incidental to, nor customary in, a residential neighborhood
- and shall include, but not be limited to, motor vehicles or trailers that are insured or required by the Motor Vehicle Code to be registered with the Department of Transportation as a truck, truck tractor or trailer (regardless of its gross weight).

Any vehicle that advertises in the form of mobile publicity must cover or remove said advertisement while parked on or about any Lot, except in connection with the immediate maintenance, cleaning, or repair of the Unit.

All vehicles must be completely parked in driveway. Vehicles may not extend over any portion of the sidewalk or driveway bib which must be left clear for pedestrians. Residents and guests that park vehicles in permitted street areas on Hampshire Drive and Glenwood Drive are prohibited from leaving their vehicles in a manner where they block, restrict or extend in front of any driveway entrance. Parking on grassy areas of a Unit is not permissible. Parking over the sidewalk or driveway bib will be permitted on a temporary basis only during snow emergencies and to accommodate roadway snow removal services.

No repair or mechanical work is to be performed on any vehicle in a parking lot or street unless for emergency purposes. Temporary use of a driveway for standard maintenance is permissible.

No Occupant shall store or permit to be stored any inoperable, unregistered and/or uninspected vehicle on any driveway, street or parking lot. Any warranted towing will be at the vehicle owner's expense.

### **7.02 Snow Removal**

As stated in Article IV, Section 4.01 f., of the Declaration:

*Unit Owners shall be responsible for snow removal from the sidewalks abutting their lot and driveways of all dwelling units.*

Within twelve (12) hours of a storm conclusion snow must be removed from the adjoining sidewalk and driveway bib of all Lots. The cost of necessary snow removal due to non-compliance will be at the owner's expense.

### **7.03 Pets**

As stated in Article VII, Section 7.04, of the Declaration:

*...no Lot shall be used...except for personal domestic household pets... No Unit Owner...shall permit or allow any pets to run loose on or about any part of the Open Space, or on any other Lot. Each Owner...shall be responsible for immediately collecting, removing and properly disposing of any and all animal waste left by his or her pets...*

Pets are required to be leashed or restrained at all times when outdoors (invisible or electronic fencing is not a substitution). Further, under no circumstances may pets be tied or staked outside unattended. Kennels, runs, or houses are not allowed on any Lot.

The act of allowing pets to defecate on Common Areas and other Lots to avoid using one's own Lot is impermissible.

Pets are not permitted in enclosed or fenced in Common Areas such as tot-lots or basin areas.

All pets must have appropriate shots, licenses, and tags.

### **7.04 Trash**

As stated in Article IV, Section 4.01 e., in the Declaration:

*The Association shall provide for trash collection and recycling pick up for Unit Owners.*

Additionally, as stated in Article VII Section 7.07 of the Declaration:

*No storage, depositing, dumping, burial, or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted, except for trash or refuse placed outdoors (not more than twenty-four (24) hours in advance) for trash collection purposes, in which case such trash or refuse shall be kept in enclosed containers or approved recycling bins or containers. Trash shall be removed and placed indoors promptly after the contents thereof have been collected.*

Storage of trash outside of buildings is impermissible. All containers must be put away by 10:00 pm the day of collection. Trash should be placed out for collection no earlier than dusk the night before the scheduled collection. Placement should occur no later than 6:00 a.m. on the scheduled day to ensure pick-up. Trash totes, recycling bins and other trash items should be placed as close as possible to the end of the driveway so not to extend more than five feet (5') away from a driveway. If waste and recycling requires more space, place these items on the grassy area between the sidewalk area and curb.

Each Unit is permitted the use of one large trash tote as well as one recycling bin. Receptacles provided by the contracted trash company must be used and should be clearly marked with your house number. Cardboard boxes must be broken down and tied together neatly with natural twine or placed in a paper bag before placing out for collection.

Owners must contact the management company to coordinate a special pick-up prior to placing any bulk item (mattress, sofa, desk, etc.) out for collection. Should the trash hauler charge a fee for collection of a bulk-item, the fee will be assessed back to the owner of the item. State law bans the disposal of televisions, computer monitors, desktop and laptop computers, printers, and other computer peripherals in any landfill and other solid waste disposal facility in PA. The trash hauler will not take these electronic components, or any item that contains Freon, so please do not place them curbside at any time.

### **7.05 Laundry**

No linens, clothes, curtains, rugs, bedding, etc. shall be hung or exposed from any window, door, patio, deck, or entryway. Use of clotheslines or drying racks on the exterior of a Unit is not permitted.

### **7.06 Holiday Lighting and Decorations**

Outdoor holiday lights associated with Christmas, Hanukkah, etc. shall not be installed and illuminated before Thanksgiving and must be 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. Lighting must be shielded to prevent glare and annoying emission, which unreasonably affects any other Lot.

### **7.07 Solicitation**

Using the method described in the Procedure Section (Request for Permit), solicitation is acceptable.

### **7.08 Yard and Garage Sales**

Using the method as described in the Procedure Section (Request for Permit), yard or garage sales may take place on Lots.

### **7.09 Grills**

Grills must be stored and used in the rear of a Lot and operated at a minimum of five feet (5') from the Unit.

### **7.10 Flags and Banners**

Display of flags or banners over three feet (3') by five feet (5') and free standing poles are not permissible.

### **7.11 Window Treatments**

Draperies, curtains, Venetian blinds, or other window treatments must be white, off-white, or natural wood tone to the exterior side. Any window treatments not in acceptable condition, including torn or damaged blinds, must be removed and replaced promptly.

### **7.12 Standby Generators**

The installation of standby generators will be reviewed on a case by case basis. Owners wishing to install a standby generator are required to submit an Architectural Modification Request Form, generator specifications, and a sketch indicating the proposed location of the generator on the lot in relation to the home. Association approval does not negate the owner's responsibility to obtain any necessary permits from Hilltown Township.

### **7.13 Portable Generators**

- a) The use of a portable generator is only permitted when electricity is not available to the home.
- b) Up to five (5) gallons of gasoline or propane may be stored in approved portable fuel containers.
- c) Portable generators and fuel containers are to be stored inside the garages when they are not in use.
- d) Portable generators may be tested for up to one (1) hour during the day between the hours of 9:00 am to 4:00 p.m.
- e) Portable generators are not permitted to be run inside any home. This includes basements and garages since generators are capable of emitting high carbon monoxide levels that can be hazardous to you and neighboring units. Generator should be placed to operate at least 15' feet from the home and away from all doors and windows so no exhaust gas can seep in the home.

## PROCEDURES

### Architectural Review Request

Incorporated herein by reference Article VII, Section 7.12 a.-f., of the Declaration

All Architectural Review Requests must be sent to the Board in writing (see example). It is necessary to attach a diagram addressing elevation, dimension and location relative to the Lot as well as a sample of the proposed material to be used. It is suggested that Unit Owners consult or request a list of the approved textiles and colors for use in Summer Lea Community prior to application.

Within sixty (60) days of receiving an Architectural Review Request the Board shall advise a Unit Owner in writing of its decision. Requests may be "granted", "denied", or "denied with suggestion of appeal upon supplementation". Denial shall be without prejudice to the right of a Unit Owner so that they may resubmit a request. Therefore, if further information is necessary for the Board to make a fully informed decision, the date for answer runs from receipt of said information. Determinations of Requests are made on the basis of retaining the community's overall appearance and compliance with the governing documents.

Upon completion of any work for which approval was sought, the Unit Owner shall notify provide written notice to the Board. Within fifteen (15) days thereafter, the Board may cause inspection. If non-compliance with the approved plans is found, the Board will notify the Unit Owner in writing within fifteen (15) and shall require that it be remedied within a period of not more than fifteen (15) days. If the terms of the Board are not met, the work will be removed or remedied at the expense of the Unit Owner. A special assessment may be levied against a Lot if the Association is not promptly repaid.

Modifications must be completed within one hundred twenty (120) days of review or a new Request must be submitted.

**In no way does the granting by Summer Lea Community Association negate the necessity for obtaining permits as per Hilltown Township Ordinances.**

### Request for Permit

All Requests for Permit must be sent to the Board in writing (see example.) Within ten (10) days of receiving a Request for Permit the Board shall advise a Unit Owner in writing of its decision. Requests may be "granted", "denied", or "denied with suggestion of appeal upon supplementation". Denial shall be without prejudice to the right of a Unit Owner so that they may resubmit a request. Therefore, if further information is necessary for the Board to make a fully informed decision, the date for answer runs from receipt of said information. Determinations of Requests are made on the basis of retaining the community's overall appearance and compliance with the governing documents.

Upon end of permitted act the Unit Owner shall give written notice to the Board. Within ten (10) days thereafter, the Board may cause inspection. If non-compliance within the permitted act is found, the Board will notify the Unit Owner in writing within ten (10) days and shall require that it be remedied within a period of not more than ten (10) days. If the terms of the Board are not met a special assessment may be levied against the Unit Owner who requested the permit.

## **ENFORCEMENT OF REGULATIONS**

Incorporated herein by reference Article VII, Section 1, of the By Laws and Article X, Sections 10.01-10.03, of the Declaration.

The Association reserves the right to enforce replacement or repair of any item governed by the Declaration, By-Laws, Regulations or any Amendment thereof as well as the time frame in which said action must be completed.

### **Inspections**

The Board or their agent may conduct unscheduled inspections of Lots at any time and cannot be denied access.

### **Complaints**

Occupants who wish to file a Complaint must do so in writing. In the event a Complaint is filed against an Occupant or Guest, the Board and or their agent shall conduct an investigation.

### **Violations**

Violations shall include, but are not limited to, the following lists, which have been taken from the Declaration, By Laws, Regulations and Amendment I. If compliance is not achieved within the required time, a second notification will be given with the corresponding fifty-dollar (\$50.00) fine.

Violations are cumulative as are the related fine. Non-compliance to the first notice is seen as an additional violation and will be treated accordingly<sup>2</sup>. Furthermore, if the same violation occurs again, escalation of fines will pick-up where the last violation left off.

Habitual violations can result in the required appearance of a Unit Owner before the Board, an escalated amount in fine, and in the event of a lessee-eviction. Additionally, the Owner's account with the Association will reflect fines, payments received, and an account balance. All fines imposed, no matter when, shall be and reflect as an assessment against the property. Once imposed, the fine remains in effect until the violation is corrected, or for a period not to exceed thirty (30) days. After the 30-day fine period, the file can be forwarded to the Association attorney for enforcement.

Failure to enforce any rights, provision, covenant, condition or regulation does not constitute waiver.

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<sup>2</sup> third (3<sup>rd</sup>) offense generates a seventy-five dollar (\$75.00) fine; fourth (4<sup>th</sup>) offense generates a one hundred fifty dollar (\$150.00) fine; and so on, as the Board shall determine on a case by case basis.



## 8.1 Architectural

An Architectural Modification Request Form must be submitted prior to starting any exterior modification or addition.

The following fall under Architectural Violations:

- Starting any addition or modification without prior approval
- Non-conformance with filed Architectural Request approval
- Non-repair or replacement of damaged items governed by Association documents

If any of the above conditions exist, the homeowner will be sent a notice giving **fifteen (15) days** to submit a formal request and correct the non-conforming work. If a request is not submitted and the property modification is not brought into conformance within that time, the homeowner will be assessed a one hundred dollar (\$100.00) fine. Once imposed, such a fine will be assessed every fifteen (15) days and continue to accrue: (a) until compliance with the Rules & Regulations and the Association receives notification of compliance, or (b) the owner removes the non-conforming addition or modification.

Unit Owners are given an opportunity to correct violations. If the Unit Owner chooses not to correct a violation, the Association shall impose the necessary violation fine.

### Appeal

Violations may be appealed by the Unit Owner within ten (10) days of receipt; the Board's decisions shall be final and binding.

## **ASSESSMENTS**

### **Budget**

Incorporated herein by reference Article V, Section 5.08 a.-c., of the Declaration

### **Collection**

Incorporated herein by reference Article V, Section 5.01-5.07, of the Declaration

The late fee for an assessment received after midnight on the fifteenth (15<sup>th</sup>) of each month is Fifteen Dollars (\$15.00).

## **GRANDFATHER CLAUSE**

Any infraction, unless otherwise regulated by the original Bylaws or Declaration, made prior to the enactment of the aforementioned Regulations is hereby grandfathered. However, upon application for a Section 5407 Certificate, and inspection of the Lot will be held and said violations must be resolved by the seller within sixty (60) days of settlement.

## **DISCLAIMER**

This handbook addresses a broad range of regulations and is not intended to create, nor should it be construed to constitute a contract between the Association and Occupants. The policies and procedures apply to all Occupants and Guests without regard to race, national origin, religion, age, sex disability or citizenship. Applicable Federal and State Law or County Ordinances will prevail where in conflict with any provision of this handbook.