

**The
Greens**
OF DOYLESTOWN

Homeowners Association

Rules and Regulations

As Revised July, 2021



Homeowners Association

Rules and Regulations

Revised November, 2020

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These Rules and Regulations are based on the Declarations and By-Laws of the Association. Refer to these documents for subjects not covered herein. These Rules and Regulations supersede all previous versions, including prior enforcement procedures.

I. Board of Directors/Committees

1. Board of Directors

The Board of Directors manages the affairs of the Association and ensures all exterior appearances are consistent with the standards and guidelines as set in most cases and in accordance with the Declarations, By-Laws, and legal and township documentation regarding the community.

2. Architectural Committee

The mission of this committee is to ensure that all exterior appearances are consistent with the standards and guidelines as set in most cases, and in accordance with the Declarations, By-Laws, and legal and township documentation regarding the community and additional materials approved by the Board of Directors and issued to the members of the Community.

The Board appoints the members of the Committee annually and will consider any volunteers from the membership of the Association. In the event of the absence of an Architectural Control Committee, the Association's Board of Directors will perform the functions of the Architectural Control Committee.

The Board of Directors will appoint a Committee leader from the body of the Committee. This individual has the responsibility of scheduling inspections and ensuring that regular reports go to the Board of Directors. No additional authority is implied by this appointment. Conflicts shall be resolved by vote and the absence of consensus must be brought to the Board's attention when recommendations for approval.

Responsibility and Authority

Committee membership brings with it the following basic responsibilities:

- a. Receive all requests for exterior changes, including landscaping from homeowners
- b. Evaluate requests and make recommendations to the Association's Board of Directors
- c. Maintain lists of standards approved by the Association's Board of Directors
- d. Conduct exterior inspection of all properties, including common areas
- e. Submit a monthly report of violations or requests to the Association's Board of Directors

II. Maintenance Responsibility of Association and Owners

All aspects of repair, maintenance or replacement of all portions of the Owner's Lot and Dwelling, including the sidewalk and aprons located within the dedicated right of way shall be the responsibility of the Owner as well as water and sewer lines. Each Lot shall be maintained in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and these Rules and Regulations. Owners are responsible for all utilities and maintenance of their homes. The Greens of Doylestown Homeowners Association is responsible for painting exterior paintable surfaces on a scheduled basis, lawn mowing, turf application and front yard mulching and edging.

III. Common Facilities

The Greens of Doylestown Homeowners Association is responsible for the maintenance and repair of Common Facilities. Since all Owners are homeowners of the community, any damage to common property should be reported to the Association's management company.

IV. General

1. Each home shall be used for residential purposes only and shall not be occupied by more persons, including children, than the maximum permitted by law for such dwelling units.
2. No resident shall carry on or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment of another home or the common areas, or which creates or results in a hazard or nuisance to others.
3. Owners and/or lessees shall be held responsible for the actions of their minor children and their guests.
4. A unit Owner is solely responsible for the acts of his/her tenant, guest, contractor or service providers.
5. Each home shall be maintained by its owner or lessee in a safe, clutter-free, clean and sanitary manner and in a condition of good order and repair.
6. No business or commercial building shall be commenced, erected or maintained on any lot. No business may be conducted in any part thereof.
7. No drying or airing of any clothing or bedding shall be permitted outdoors. Clothes hanging devices such as lines, reels, poles or frames are prohibited.
8. Window unit air conditioners are prohibited.

9. The exterior of any home may not be changed in any way, without the prior written consent of the Association to whom requests for changes must be submitted in writing, and must comply with local Township Codes.
10. The unit owner/lessee is responsible for the replacement of lamp post light and bulbs and the efficient operation of the lamps. This includes the sensors that automatically turn the lights on and off. Light bulbs must be a clear, candelabra style bulb. (See approved lamp light in specifications)
11. Decorations on the exterior of the home are permitted only during holiday seasons. Holiday decorations are permitted for a reasonable period of time, not to exceed fifteen (15) days after the holiday.
12. With the exception of holiday season decorations, decorations are not permitted on the exterior front of the building. For end units this prohibition includes the street front, side front and fireplace.
13. A maximum of two (2) lawn ornaments are permitted in the front. Lawn ornaments should not exceed 18 inches by 18 inches in size. The Board may require the removal of distasteful decorations.
14. A single garden bench is permitted subject to prior approval by the Board. Chairs are not permitted to remain out front.
15. One (1) "For Sale" sign is permitted per home in accordance with the Association's Declarations. This sign must be placed on the homeowner's lot and shall not exceed six (6) square feet in size. No other signs are permitted. No "For Rent" signs are permitted.
16. Neither the Greens of Doylestown Homeowners Association nor the Board thereof shall be responsible for injuries to any person acting in violation of these Rules and Regulations. Such violation(s) shall be deemed as to be a voluntary assumption of the risk of injury.
17. Garage sales are permitted, but posting of signs is not permitted in common areas. Residents are urged to participate in the development-wide garage sales, which are held periodically.
18. No window boxes may be affixed to the units, either on a permanent or seasonal basis. Annual flower pots may be placed on decks, patios or sidewalks. Such flower pots must be maintained in good repair or replaced seasonally. No more than 4 flower pots may be placed on the property front.
19. No structures including but not limited to swing sets, tree swings, play equipment, basketball nets and backboards, sheds or pet kennels shall be permitted on any part of a property or on the common area.
20. All window coverings must be white or off-white in color in accordance with the Association's Declarations.
21. Fences of any type are not permitted.
22. Walking paths will be closed dusk to dawn and also during inclement weather.
23. No solar panels are permitted.

24. Generators must be powered by natural gas. Test cycles are only permitted between 11:00 a.m. – 1:00 p.m. Generators can only be run during a power outage and must be buffered with approved plantings.
25. Brass kick plates are allowed on front doors. The kick plate must run the full width of the door and must be six (6) or eight (8) inches high. Only solid brass is to be used and be installed according to manufacturer's instructions.

Replacement doorknobs are to be solid brass (good quality). Brass doorknockers are also permitted on front doors.
26. A single flag mounting wall bracket may be attached to the building for displaying the American Flag only.
27. A storm door may be installed. The approved storm door style is single full-view, color white, clear glass, with or without a kick plate. Kick plates must be no higher than 12" in height. Storm doors must have white trim.
28. Street tree limbs and/or branches must be elevated to an 8 ft. clearance above ground level.
29. Trees may be planted in the rear of the property and must be placed a minimum of four (4) feet from the property line. Shade trees must be at least 2 ½" in caliper and evergreens should be at least six (6) feet tall.
30. Plantings around the base of the lamp posts should not be more than 18" from the center of the lamp post. This is a three foot diameter. Planting height may not obstruct the lamp post lantern. No border or fence of plastic, wood, stone or any other type material may be placed around the perimeter or within the planting area. Flower pots may not be located within the planting area. Holiday decorations are permitted around the posts for a period of one month and must be removed during a time period not to exceed fifteen (15) days after the holiday. Seasonal hanging baskets are permitted on the lamp post arms.
31. Stone ground cover such as rock, marble chips, river rock, goose rocks, stepping stones etc. are not permitted in the front planting beds or on the front lawn area.
32. Annual and perennial flower plantings are allowed in established planting beds. The homeowner is responsible to maintain all plantings.
33. Rear property planting beds may be established no more than four (4) feet from the deck, patio or building. These beds may consist of plantings, marble chips, goose egg rocks, and river rocks or like material not exceeding two (2) inches in diameter. All materials must be installed over weed preventative fabric.
34. Low voltage exterior lighting is permitted in mulch beds next to the walkways. The number of lights is limited to six (6) for interior units and eight (8) for end units. The wires and connections must be concealed from sight. Flood lights are permitted (Malibu Landscape, MOD#8301-9608-01) but only to directly illuminate house numbers. Lights must face directly towards house numbers. No shrubs should block view of numbers from the street. Bulbs in low voltage landscape lights and in floodlights shall be clear and without color.

35. Low voltage exterior lighting is permitted in rear yard landscape surrounding decks. The number of lights is limited to six (6). Wires and connections must be concealed from sight. Rear yard flood lights are not permitted in landscape. Rear yard lights shall be clear and without color.
36. Decks are permitted per approval by the Board and Doylestown Township. Deck staining/painting, deck replacements or deck expansions must be approved by the Board. Homeowners are responsible for obtaining any required permits. If appropriate, decks may run the length of the rear of townhome but cannot exceed current depth of the privacy wall. Railings, spindles and stairs must match existing. A Request for Approval form must be submitted for Board approval prior to proceeding.
37. Only rear deck awnings are permitted. Awnings must be of the approved type and color and are to be retracted when not in use. The awnings are to be kept clean and in good repair by the Owner. Awning length is to be the length of the deck.
38. Privacy walls are permitted in the rear of the unit. Existing privacy walls cannot be extended.
39. An attic ventilation fan is permitted to be installed on the roof, rear side, one per unit. This ventilation fan must be a low profile thermal controlled.
40. Roof shingle replacement must receive prior written approval by submitting a Request for Approval form to the management company for Board approval prior to proceeding. The management company will provide the homeowner with the proper shingle type and color.
41. Deteriorated lawns must be repaired by the homeowner. This includes turf on each side of the front sidewalk as well as turf in the rear yard.
42. Due to lawn maintenance considerations, no stepping stones or pavers may be placed on the turf.
43. No more than one (1) set of house numbers is permitted per home. Shrubs must be trimmed back so house numbers are visible. Replacement numbers must duplicate the then current sign.
44. No fence, wall, building or other structure may be attached to the building. Hose reels are to be hidden from view.
45. No above ground swimming pool, play structure, or outdoor storage shed may be erected or maintained by any Resident. Lawn chairs, children's wading pools, etc. shall not be left on the lawns after daily use.
46. No exterior signage shall be displayed to the public view except "home for sale" and "security signs".
47. No garage can be erected on any lot. No existing garage may be converted to a den or living quarters.
48. The exterior grade of the lot may not be altered. This restriction includes the installation of retaining walls, plantings or other alterations which retard, change or otherwise interferes with the natural flow of surface water.

49. No above ground storage tanks are permitted on any lot.
50. No outside radio or television antennae are permitted to be erected. No telephone, radio or TV extension cables are allowed on the outside of any building. ALL such wires must be concealed beneath the siding and/or trim and completely hidden from view. Satellite dishes may be installed in accordance with the guidelines in Appendix B.

V. Architectural and Landscape Requests

1. A Request for Approval form is required for repair or replacement of anything exterior to include but not limited to garage doors, roofs, roof shingles, chimneys, front doors, lampposts, walkways, decks, deck staining/painting.

Request for Approval forms must be submitted to the management company for subsequent approval by the Association's Board. Work may not begin until approval is received. See Appendix A for a copy of the Request for Approval form.

2. It is the homeowners' responsibility to replace dead trees and shrubs within the same growing period. The replacement must be the same variety or of a comparable variety. Tree removal without approval is not permitted.

In order to maintain the tree-lined street appearance, shade trees closest to the street must be replaced. The replacement trees must be approved by the Board of Directors and must be at least 6' to 8' in height. Trees with invasive root systems such as Willows and Oaks are not recommended.

A Request for Approval form must be submitted to the management company for subsequent approval by the Association's Board. Work may not begin until approval is received. See Appendix A for a copy of the Request for Approval form.

To provide additional privacy for homeowners whose property is contiguous with overflow parking lots, evergreens may be planted in arrow or staggered on their property. A Request for Approval form must be submitted to the management company for subsequent approval by the Association's Board prior to planting.

VI. Vehicle Parking

1. Each Resident has been provided two (2) parking spaces for vehicles. Those locations are the Resident's garage and the Resident's private driveway. In the event that overflow parking spaces are needed, the use of the common parking lot is available for non-commercial vehicles.
2. Resident private driveways may be used for light duty pick-up truck parking. "Light duty pick-up trucks" are defined as non-commercial pick-up trucks with a weight class of a half-ton or less. Half-ton pick-up trucks are recognized as nothing larger than a Nissan Titan, Ford F-150, Ram 1500, Toyota Tundra and Chevy/GMC 1500.

Half-ton or less pick-up trucks are not permitted to park in private driveways if powered by a diesel engine or are equipped with any up-fits such as a utility body or flat bed, lift kits, ladder racks, side mounted tool boxes above the bed lip, camper tops, dual rear wheels or commercial pickup trucks.

The truck bed must be empty or covered with a commercially purchased tonneau cover.

Ideally, pick-up trucks should be backed into private driveways for safety reasons and aesthetics.

3. Non-commercial pick-up trucks not included in paragraph 2 above, may park in overflow lots provided they are not equipped with exposed pipe or ladder racks, ladders or other commercial type equipment.

The truck bed must be empty or covered with a commercially purchased tonneau cover.

Ideally, pick-up trucks should be backed into overflow lots for safety reasons and aesthetics.

4. Vans, commercial vans, delivery vans, trailers of any variety, limousines, buses, mobile homes, recreation vehicles, motorcycles, vehicles which have or display commercial lettering, exposed pipe or ladder racks, ladders, tool boxes, lights or other commercial equipment are not permitted in private driveways or overflow lots.

Contractor trucks and vans may park in driveways only in connection with work being performed on a unit.

5. For safety reasons, parked vehicles are not permitted to block the sidewalk.
6. Inoperable, unlicensed/unregistered vehicles or those with expired inspection stickers are not permitted to be parked anywhere within the Property unless garaged.
7. Vehicles parked in overflow lots are not permitted to be covered.
8. Vehicles displaying "For Sale" signs are not permitted.
9. The repair or dead storage of vehicles shall not be permitted anywhere on the Property.

Dead storage shall be defined as a vehicle which has not been moved or driven on a public street at least once within a thirty (30) day period. Such vehicles shall be considered abandoned and shall be subject to towing. In addition, all unlicensed/unregistered or those without a current inspection sticker are considered dead storage/abandoned vehicles.

10. Any vehicle in violation of the parking restrictions may be towed at the Owner's expense. Owners shall be given 48 hours notice to remove such vehicle. Charges may include towing, storage and/or any applicable citations of Doylestown Township law enforcement personnel.

11. Vehicles should be removed from overflow lots during a snow storm until snow removal efforts are completed.

VII. Pets

1. No animals of any kind shall be kept or bred in any unit other than two (2) domestic dogs or two (2) domestic cats, or one of each which may be kept as household pets.
2. Pets must be curbed. Pet owners are responsible for the immediate and permanent removal of their pet's solid waste from all private lots and common areas. Owners may not walk pets on other Owners' property.
3. When outside, pets must be carried or on a leash and be attended by a responsible person at all times. Pets may not be left outdoors unattended.
4. Pets are not permitted to disturb other residents or guests at any time.
5. Pet owners are responsible for any property damage, injury or disturbance caused by pets belonging to themselves or their lessees.
6. All pets shall be vaccinated against Rabies and/or other diseases as required by law.
7. Nothing in the aforesaid Rules shall be read to prohibit the use of licensed service animals.
8. The Board of Directors has the right to direct the removal of any pet if it proves to be a danger to any Greens property owners, lessees or their guests.

VIII. Trash Disposal

1. Trash and Recycling shall be placed at curbside for collection and must be secured for trash pick-up. Trash and Recycling is to be placed curbside no earlier than 6:00 PM the evening before pickup. Trash and Recycling containers must be brought in by 6:00 PM the day of trash pick-up.
2. Trash and Recycling Bins must be kept inside of the garage or otherwise in the dwelling at all times except for trash days and the preceding evening.
3. It is the owner's/lessee's responsibility to pay for all large items like furniture, air conditioners, refrigerators, crating, etc., that is not accepted as a regular trash pickup. Owners/lessees should call the trash service company to arrange for the pickup of bulk items.
4. Owners/lessees must ensure that trash and/or recyclable materials do not litter other Owner/lessee properties or the common areas.
5. No garbage, refuse rubbish, or cuttings shall be deposited on any lot, street, sidewalk, parking area, or common area.

IX. Guidelines for Planting Trees and Shrubs

1. Shrubs and trees should not be planted so as to grow against the building at maturity.
2. No tree or shrub shall be planted that has potential to intrude on or overlap a neighbor's lot or common ground or beyond an approved landscape area. Spreading shrubbery must be contained within a planting area.
3. No tree shall be planted that has surface roots or has roots that will cause the potential spreading of that tree to other locations.
4. No true fruit tree may be planted. Ornamental fruit trees are permitted on a case by case basis.
5. No shrub or tree shall be planted closer than 1 foot from a property line.
6. Following are approved trees for planting:

Street Trees - Red Sunset Maple, Zelkova, Armstrong Red Maple, Columnar Sargent Cherry, Green Pillar Pin Oak, Sunset Locust

Interior Small Trees Under 30' Tall at Maturity - Amur Maple, Japanese Blood Good Maple, Paperback Maple, Serviceberry, American Hornbeam, Eastern Red Bud, Chinese Fringe Tree, Dogwood, Winter King Green Hawthorn, Sourwood, Kwanzan Cherry, Japanese Tree Lilac, Saucer Magnolia, Crepe Myrtle, Plum

X. Rental Regulations

No Owner shall be permitted to lease his or her dwelling unit unless the lease is in writing. All leases must be written for a minimum of one (1) year and shall provide that the lessee be subject in all respects to the governing documents of the Greens of Doylestown Homeowners Association and that failure by the lessee to comply with all terms of these documents shall be a default under the lease. It is the lessor's responsibility to furnish to the lessee a copy of the Greens of Doylestown Homeowners Association's Rules and Regulations, Declarations, Bylaws and all other pertinent documents. A copy of said lease must be provided, in advance of occupancy, to the management company upon rental of the dwelling unit with the along with the following information:

1. Names of all occupants
2. Phone numbers of occupants (work, home, cell phones and email addresses)
3. Proof that the tenant(s) has received the Rules and Regulations
4. Home address and phone number of all Owners
5. Copy of all tenant(s) criminal background history from the Pennsylvania State Police, be submitted to the Association's management company within ten (10) days of the lease execution

XI. Enforcement Procedures

The Board may impose fines on unit Owners who violate the Association's Declaration, By-laws or Rules and Regulations.

The Association, its designated committee or its managing agent, shall notify the unit Owner in writing of a violation to the Rules and Regulations, By-laws and/or Declarations.

The violation must be abated or corrected by the owner within 10 business days of the date of the notice of violation. If the Owner is unable to comply with the correction deadline, the Owner must contact the management company with justification for requesting an extension. The Association's Board reserves the right to allot a specific amount of time for correction of a violation. The homeowner may or may not be granted a new "correction deadline".

In the event the violation is not abated or corrected by the Owner within the term determined by the Board; it may impose a fine upon the unit Owner in an amount consistent with the below. The Board reserves the right to waive the initial fine due to extenuating circumstances and also extend a correction deadline if it determines a need.

The Association's designated committee or managing agent shall notify the unit Owner in writing, of the fine and the amount thereof. If the fine is not paid within ten (10) business days of the date of the notice of fine or within ten (10) days of a decision following a hearing if applicable, additional fines may be imposed until the violation is abated.

Any fine imposed shall be collected in the same manner as the collection of annual assessments.

A unit Owner charged with a violation of the Rules and Regulations, By-laws, and/or Declaration, shall have the right to request a hearing by the Board or its designated committee by submitting said request, in writing to the Board, its designated committee or managing agent within ten (10) days of the date of the notice of violation. In any event, the decision of the Board or its designated committee shall be final.

A unit Owner is solely responsible for the acts of his/her tenant, guest, contractor or service providers.

Fines associated with violations of these Rules and Regulations are as follows:

1st Offense – Warning

2nd Offense if not corrected within 30 days from the date of the warning notice - \$50

3rd Offense if not corrected within 60 days from the warning notice - \$100

Failure to correct a violation after the third offense shall be deemed to be a Continuing violation and a \$100 fine shall be assessed each month until the violation is corrected.

Egregious offenses will be addressed individually by the Board of Directors.

Appendix A

- REQUEST FOR APPROVAL -

CHECK ONE: **ARCHITECTURAL** **LANDSCAPE**

Name of Applicant: _____ Date: _____

Address: _____

Telephone: _____ Signature: _____

Description of and Reason for Proposed Change or Modification:

ALL EXTERIOR CHANGES REQUIRE ADVANCED APPROVAL. *Please include a diagram of the proposed alteration including dimensions on a separate paper along with a copy of your contractor's proposal, when applicable.*

Approval of the request is granted with the following conditions:

Request for approval is denied for the following reasons:

COMMITTEE AUTHORIZATION:

Authorized Signature _____ Date _____

FOLLOWING APPROVAL BY THE ASSOCIATION'S BOARD OR LANDSCAPE COMMITTEE, HOMEOWNERS ARE RESPONSIBLE FOR OBTAINING ANY APPLICABLE PERMITS FROM DOYLESTOWN TOWNSHIP.

Appendix B

Satellite Dish Guidelines

Based on changes in the laws related to regulations of satellite dish placement, the Association cannot prohibit installation of a satellite dish. They can, however, require that the satellite dish be of a color and size as to be unobtrusive as possible from an appearance standpoint. With respect to placement of the dish, the Association is not allowed to impede the receipt of acceptable reception, but can specify placement if reception can be obtained from several alternative locations.

Prior to installation of a satellite dish, the homeowner should submit a Request for Approval form to the Association's management company for subsequent approval by the Board of Directors. The request must include the size and color of the dish, two (2) to three (3) placement locations identified by the installer from where an acceptable signal can be received and in what manner the satellite dish will be shielded from view, if necessary based on its size and/or placement.

The following specifications should be followed before installing a satellite dish on the exterior of a homeowner's unit. This only includes the installation of a dish on a portion of the building or property where the individual has complete ownership. It precludes a renter from installing a dish, as they do not own the property.

- Installation cannot violate any fire, building, or electrical codes
- The installation cannot cause any damage to a non-owner's property, or damage to an owner's property
- Only one (1) satellite dish per unit
- Size can not be more than one (1) meter in diameter (39.37"), preferably 18" or less
- Cannot be installed on common ground, (contact the management company if unsure)
- To prevent safety problems, wiring must be concealed on the building and/or underground in accordance with code
- Recommended locations are in the rear below the roof ridgeline or attached to the chimney
- Maintenance of the dish is the sole responsibility of the owner

The following Indemnification Agreement in Appendix C regarding Satellite Dish Installation must be executed by the Owner prior to installation:

Appendix C

INDEMNIFICATION AGREEMENT
RE: SATELLITE DISH INSTALLATION

In conjunction with the installation of a satellite dish by the undersigned, the undersigned does hereby agree to indemnify and hold harmless THE GREENS OF DOYLESTOWN HOMEOWNERS ASSOCIATION and its directors, officers and employees, of and from any claim or loss for personal injury or property damage resulting from the installation, maintenance, placement or removal of the satellite dish owned by the undersigned and located on the undersigned's home.

Proof of insurance must be provided to the Association on a yearly basis naming THE GREENS OF DOYLESTOWN HOMEOWNERS ASSOCIATION as an additionally insured.

INTENDING TO BE LEGALLY BOUND HEREBY the undersigned does hereby execute this Indemnification on the date indicated below.

Homeowner's Signature

Unit #

Date

Homeowner's Signature

Unit #

Date

