

**HICKORY HILLS OWNERS ASSOCIATION, NO. 2**

St. James Place • Town of McGandless  
(1900 St. James Place • Wexford, PA 15090)

**RULES**

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## INTRODUCTION

These Rules are adopted pursuant to Section 3.5 of the DECLARATION and have as their purpose the protection of the rights, comforts and convenience of all Owners in the use of their LOTS and of the COMMON AREA.

The rules included herein have been rearranged and revised with some improved and expanded wording changes for clarification, and grouped in categories for ease in referencing and for future revisions and additions. Rules that appear in bold print clarify information that is contained in the DECLARATION and the BY-LAWS but such information has not previously been explained or specified in the Rules section of the Document Manual.

All rules herein have been duly authorized by Board of Director resolutions at various times as permitted by the Declaration of Covenants and By-Laws of the Association.

Each rule presented is identified with a reference relating it to the previous sequence arrangement. Each Rule Category is placed on a separate sheet(s) to facilitate future revisions and/or additions by Category.

The rules apply to the Properties, Lots, Buildings and Common Areas as described in Exhibit No. I of the Declaration of Covenants. Total HHOA-2 acreage including the Common Area is 9.1844 Acres

The Common Area as governed in these Rules is composed of improved and unimproved areas. The improved areas include lawns, planted shrub areas, and paved roads. The unimproved area includes the wooded area inside the property line and behind the 1900, 2000 and 2100 buildings.

The Declaration of Covenants states that all assessments shall be divided equally among the Lots. \*Exception is the group fire and hazard insurance pro rata assessment in the fall of each year.

A Supplemental Section is provided to include pertinent general information which is not covered by the Rules.

Any consent or approval given under these Rules shall be revocable at any time. These Rules may be added to, amended, repealed or implemented by regulations at any time by the Board of Directors in accordance with the BY-LAWS.

These Rules shall be interpreted broadly in order to give the greatest possible effect to the stated purpose in accord with the DECLARATION and the BY-LAWS of the ASSOCIATION. In the event of a conflict between these RULES and the DECLARATION or the BY-LAWS, the BY-LAWS shall control.

## A. PAYMENT OF DUES, ASSESSMENTS, CHARGES

This information enhances the Schedule of Assessments, Fines, Penalties, Charges (effective January 1, 1994), filed in the Financial Section of the Document Manual.

- A-1 Monthly fee (maintenance) currently is \$100.
- A-2 Group fire and hazard insurance is renegotiated each year. The Board sets due date and penalty amount in the fall of each year. Due date may be affected by the timeliness of invoicing by the carrier, but will be no later than December 16.
- 1994 Association insurance premium is \$5,319. Individual assessments allocated by unit size (determined by number of bathrooms) are (10 large end units) \$149.10; (14 large interior units) \$142.91; (14 small interior units) \$130.52
- A-3 Closing certificate (no lien letter) required for property sale is charged at \$25 due at Closing. Owner/seller must request such letter from Board representative/ Treasurer/Secretary at least two weeks prior to Closing.
- A-4 Replacement of lost, stolen or damaged Document Manual is charged at \$50 due at Closing of property sale. Owner/seller is required to return Manual to Board Secretary at time of property listing for sale to ensure that all information is contained therein for review by potential buyer/owner.
- A-5 Manual Document page photocopies provided by Board/Association to update Manual is \$2.00 per page due on receipt.
- A-6 Providing Association Financial and Property information to lending institutions for purposes initiated by Owners is charged at \$50 due at Closing and/or refinancing. Completing any informational questionnaires requested by lending institutions is charged at \$25 due at Closing.
- A-7 Bank returned checks for any dues, assessments, fines, penalties, charges, etc. carry a \$10 surcharge plus any Bank charges to the Association. All such charges shall be paid by the Owner with the next month's Association's dues.

B. LOTS

B-1 (old B.1.) The areas in front of the LOTS and BUILDINGS shall not be obstructed or used for any purpose other than to enter and exit from the Units.

B-2 (old B.8.) Owners shall keep their Units and LOTS in a state of good repair and cleanliness and shall not sweep or throw or permit to be swept or thrown, dirt or other substances from the doors, windows or decks of their Units.

B-2-a. (old B. 16) Owners shall keep the surfaces and interiors of the patios and driveways of the Units clean and free from obstruction.

B-3 (old B.20.) Any Owner who plants flowers, shrubs or trees or provides improvements on the front of his/her property, i.e., that area between the Unit and the paved street, may do so subject to approval by the Architectural Committee. Seasonal low-growing flowers planted at discretion of the Owner do not require Committee approval. Such improvements or plantings, except for flowers, become the responsibility of the Association to maintain as need arises. The Board of Directors shall direct the removal of nonconforming plantings or improvements upon three (3) days written notice.

a. Any Owner who plants shrubs, trees, or makes improvements at the rear of his/her property, i.e., that area on either side of the patio and extending only to the end of the patio, may do so subject to approval by the Architectural Committee. Such improvements and/or plantings are the responsibility of the Owner to maintain. Proper maintenance to preserve the appearance of the area may be carried out by the Association and costs for such maintenance will be billed to the Owner involved. Seasonal low-growing flowers planted at discretion of the Owner do not require Committee approval.

B-4 (old Supp.1) Replacement of shrubs/trees in Owners' LOTS to maintain and/or improve the uniform and attractive appearance of all units and the Street is normally done at Association expense. Watering of such shrubs/trees is the responsibility of the Owner. Replacement of such plantings at Association expense, which have died, or are obviously dying, because of a lack of water and/or other neglect by the Owner is an unjust expenditure of Association funds. Any replacement plantings necessary because of lack of watering by Owners will be carried out and paid for by the Board but the cost of the replacement will be billed to the LOT Owner involved.

B-5 No resident shall use sodium chloride (table or rock salt) on the porch, patio, driveway, street or any other concrete or paved surface. Only calcium chloride or other non-caustic material is approved for icy conditions. The Owner is liable for any damage that may result from the use of a caustic substance.

B-6 (old C.1.) Any damage to LOTS, BUILDINGS, and COMMON AREA or equipment caused by Owners, family members, employees, agents, renters or guests shall be repaired at expense of the Owner involved. Owners shall be held responsible for the actions of their children and their children's guests.

C. BUILDINGS

C-1 No exterior of any Unit shall be decorated in a manner that will detract from the uniform and marketable appearance of the Street.

C-2 (old B.2.) The exteriors of the Units shall not be decorated in any manner without prior consent of the Board of Directors with the exception of seasonal or holiday decorations. Such approved decorations must be removed within a reasonable time after the season or holiday. Seasonal door wreaths are approved. (Exterior Christmas decorations must be removed by January 8.)

C-3 (old B.3. Rev.3) No articles shall be hung from the doors or windows or placed on the exterior of windows or on the exterior window sills of any Unit. No articles shall be hung from the interior of the windows or placed on inside window sills where they are visible from the Street, with the exception of plants.

C-4 (old B.3. Rev.3.a.) All interior window treatments - shades, vertical blinds, horizontal (no wider than one inch) blinds, liners, valances, curtains, or draperies that are visible from the outside of any Unit shall be white or off-white in color. No other color window treatment or covering is permitted without the written approval of the Architectural Committee.

C-5 (old B.4. Rev.4) No shades, awnings, window guards, ventilators, storm windows or doors shall be used in or about any Unit without the prior written consent of the Architectural Committee.

C-6 (old B.4. Rev. 4.a.) No ventilators, fans or air conditioners shall be placed in windows where they are visible from the Street. No ventilators, fans, or air conditioners shall protrude from windows in the rear of any Unit without written permission of the Architectural Committee.

C-7 (old B.6) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of any Building without the prior written consent of the Board of Directors, nor shall anything be projected out of any window of any Unit without such consent. Exception is made for Sale of Property, at which time listing realtor may place a FOR SALE sign in one corner of a front window until such time as Property Sale is final.

C-8 (old B.13) No radio or television aerial shall be attached to or hung from the exterior of any Building.

C-9 No Owner shall paint the exterior of any Building, fence, patio, parking area, gazebo or any other exterior surface or equipment without prior written approval of the Architectural Committee.

C-10 Windows, sliding glass doors, storm doors, and screens are the responsibility of the Owner to replace/maintain except for external painting, sealing or caulking, (screens are not painted, sealed or caulked). Needed repairs and/or replacements must be made in a timely manner in order for the Board to carry out its responsibility in preserving the uniform and marketable appearance of the Street.

Any Owner who wishes to replace/repair any part of his/her Unit such as windows, glass doors or storm doors must have prior written approval by the Architectural Committee to ensure that such replacements/repairs conform to the current architecture and be of comparable materials that require the same maintenance as the previous part. Any replacements made prior to December 1, 1992 which require different maintenance are the Owner's responsibility to maintain at an equal standard with the other Units. Proper maintenance to preserve the appearance of the Street may be carried out by the Association and costs for such maintenance will be billed to the Owner involved.

Any non-conforming replacements made after December 1, 1992 without prior written consent of the Architectural Committee will be removed at the expense of the Owner involved.

C-11 (old B.1B) No Owner shall use or permit to be brought into any Unit any flammable liquids or gases such as gasoline, kerosene, propane, naphtha or benzene, or other explosives or articles in amounts or containers which are dangerous to life, limb or property, without the prior written consent of the Board of Directors in each case.

C-12 Firewood shall not be stored indoors or in garages. Firewood should be stored outside behind units, on patios, stacked neatly, not directly on the ground, and at least one to two feet away from the exterior Unit wall.



C-13 (old Add. 7.a.) Owners are permitted to hold Moving, Estate, Garage, or In-Home sales at their place of residence only with prior written Board approval. Request for approval of sale date must be submitted in writing at least two (2) weeks prior to desired sale date. Approved sales may take place on two (2) consecutive days only. Sale may not include non-resident merchandise. Advertising signs on or off St. James Place must be removed when sale is not open. Owner holding the sale is responsible for any damage incurred to the COMMON AREA, LOTS, BUILDINGS, GAZEBOS, PARKING AREAS, TREES, SHRUBS or any exterior surface. Repairs will be made at the expense of the Owner involved.

D. COMMON AREA

D-1 (old B.5.) No bicycles, scooters, baby carriages, toys, patio furniture or other personal belongings shall be allowed to stand in any COMMON AREA, on the front lawns or on the front porches.

D-2 To ensure the safety and convenience of all residents, to preserve the appearance of and not incur additional maintenance to any of the COMMON AREA the use of bicycles, tricycles, roller skates, roller blades, skate boards, or any other such toy or implement shall not be permitted on the Street except by adults or children under direct and immediate adult supervision.

D-3 (old Supp. 2) Team sports such as football, softball, baseball, street hockey are not permitted in any COMMON AREA.

D-4 (old B.12.) No animals of any kind shall be raised or kept in any Unit or in any COMMON AREA, EXCEPT that dogs or other household pets of the Owners may be kept in the Units provided they are not bred or maintained for commercial purposes. Any pet causing a nuisance or noise shall be removed permanently from the PROPERTIES upon three (3) days' written notice from the Board of Directors. No pet is permitted on or in any portion of any COMMON AREA except on a leash. No outside pet housing is permitted. In no instance is any pet to be staked or tied anywhere outside, or to be left to run free (with the possible exception of cats) unless accompanied by the Owner at all times. No pet may be left unattended to disturb others.

Owners of pets are responsible for prompt clean up of fecal and other matter deposited by their pets on their LOTS, the LOTS of others and in any portion of the COMMON AREA. Prompt clean up means immediate clean up with a scoop and bag and disposal of the bag in a proper manner.

D-5 To ensure the safety and convenience of all residents a special fine of \$25 will be assessed for vehicle speeds in excess of the 10 MPH posted limit on St. James Place.

E. NOISE

E-1 (old B.7) No Owner shall make or permit to be made any noise that will disturb or annoy occupants of any of the Units, or do, or permit anything to be done which will interfere with the rights, comfort, or convenience of other Owners.

E-2 (old B.17.) Blowing of vehicle horns is not permitted on the PROPERTIES.

F. VEHICLES AND PARKING

There are NOT 38 overflow Parking Area spaces available on St. James Place; spaces must be shared and no more than one space should be used by residents.

Street parking is prohibited and carries an automatic fine.

F-1 (old B.15.) No vehicle belonging to any resident, guest, or employee of any Owner shall be parked in such a manner on the Street or grass so as to impede or prevent access to any other Owner's driveway, mail boxes or trash gazebos. Parking on any grass area is not permitted.

F-2 (old B.15) Only private vehicles may be parked in driveways or in the Parking Areas, except vehicles of contractors or repairmen conducting business. No Owner habitually shall use more than one space in the Parking Areas.

F-3 Any vehicle parked in the Common Area or Parking Areas that does not have a valid registration will be considered an abandoned vehicle, unless prior written approval has been obtained from the Board, and will be removed at Owner's expense.

F-4 (old B.16.) No boats or recreational vehicles shall be parked or stored in the COMMON AREA or in the driveway of any Unit.

F-5 No vehicle with a truck license plate, including but not limited to semi-tractors, tractor/trailers, dump trucks, commercial vans, pick-up trucks, motor homes, or equivalent shall be parked or stored on the Street, the COMMON AREA, PARKING AREAS or in any driveway except during loading or unloading. (This Rule excludes pick-up trucks owned by residents prior to 12/1/92.) Excluded are vehicles of contractors or repairmen conducting business.

F-6 (old B.16.) No automobiles, boats, recreational vehicles or other personal property shall be repaired in the COMMON AREA, the PARKING AREAS or any driveway without the prior written consent of the Board of Directors.

F-7 Guest parking for parties or large gatherings cannot block any part of the Street, driveways, Parking Areas and or the COMMON AREA. Convenient public parking areas are accessible to St. James Place.

F-8 (old B.15.) Owners, their families, employees, agents and guests shall obey traffic regulations posted on St. James Place, the Parking Areas and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of Owners. POSTED SPEED LIMIT IS 10 MILES PER HOUR.

G. TRASH

The Association contract with VOGEL DISPOSAL SERVICE, INC., provides that residents shall dispose of only municipal solid waste in the containers provided by the contractor.

The contract also provides that the contractor . . . "shall not accept, nor dispose of toxic or hazardous waste and material of any nature, including, but not limited to, radioactive, volatile, highly inflammable, explosive materials, or any material considered toxic or hazardous by any governmental authority and the same are not to be included in any waste collected" . . . by the contractor.

G-1 (old B.9) Trash includes two types - Recyclable and Other (Non-recyclable). Recyclable trash, at present, is:

- a. Glass, all colors
- b. Plastic bottles (with aluminum ring removed)
- c. Aluminum and Bio-Metal cans

All of the above items shall be rinsed clean. All items can be placed together in the same clear plastic bag provided by the Association. (Bags may be obtained from the designated Board representative.)

The designated recycling dumpster is located in the trash gazebo opposite the 2000 building.

Other or Non-recyclable trash includes:

- Only garbage and refuse from the Units.

Such garbage and refuse should be securely bagged, tied and deposited in the containers designated for such purposes in such a manner as indicated by the Board of Directors. Unit sink garbage disposals shall be used for wet or odor-causing garbage whenever possible.

- Boxes, crates and cardboard cartons shall be broken down or flattened before being placed in the dumpsters.

Disposal of large items such as refrigerators, water heaters, etc., is the responsibility of individual Owners. Such items are not to be placed in, near or at the trash gazebos or dumpsters.

It is the Owner's responsibility to make arrangements with VOGEL DISPOSAL SERVICE, INC. for collection of large items such as any discarded furniture, appliances, carpet, toys, Christmas trees over 6'. Telephone number is:

625-1511, ext.324

Estimated charges for various items are:

Couch	\$20
Chair	\$20
Large Appliance	\$55
Hot Water Heater	\$35
**** Christmas Trees	\$10 for trees over 6'
	-No charge for trees under 6'

\*\*\*\*McCandless Twp. has been providing discarded Christmas tree pick-up "free of charge" to our street for the past few years. Place your discarded tree beside the trash gazebos for pick-up after the holiday.

## H. INSURANCE

## H-1 INSURANCE CLAIM PROCEDURE

- a. The Declaration of the Association requires that the Board of Directors obtain appropriate Insurance for the Buildings and Grounds to protect the Association and the individual Owners against fire and hazard losses and against liability losses. The Association obtains such insurance annually and prorates the cost to the individual Owners but the named Insured is the Association. The current type of coverage is an all-risk blanket condominium policy that includes damage from fire, windstorm, hail and water. It does not cover flood, earthquake and subsidence. The policy deductible is \$250 per occurrence with said deductible being the responsibility of the individual Owner.
- b. In the event of loss or damage to an individual Owner's unit, the loss should be reported verbally by the Owner to the Board President or the Board Insurance Representative.

The Owner will be advised on procedure to follow, depending on the type of loss. In the event of MINOR LOSS, the Board Representative will contact the Insurance Agent to determine if the loss or damage is covered by the Policy. If the loss is covered by the Policy, the Board will advise the Owner to make a formal, written loss statement addressed to the Board, covering who - what - when - where - why and - how - specifics of the incident. The Owner will then be directed to obtain a bid(s) from contractors of the Owner's choosing or by one(s) designated by the Insurance carrier. The Board will forward a copy of the signed Owner's loss statement to the Insurance Agent together with any pertinent Board statements. Upon receipt of an acceptable bid, the Board will obtain permission from the Insurance Agent to proceed with corrections. The Owner will pay the contractor's bill and be reimbursed by the Insurance carrier through the Association for the amount of the bill that exceeds the deductible amount involved.

In the event of a MAJOR LOSS, the Board will appoint a Coordinator to work with the Insurance Carrier and the Owner. The loss will be reported to the Insurance Agent to ascertain if the loss is covered under the Policy, and who the Insurance Carrier desires to be the contractor. The Owner will be required to submit to the Board Coordinator, a letter detailing the specifics of the loss. A copy of the letter will be forwarded to the Insurance Agent. The Coordinator will obtain an estimated correction cost from the designated contractor acceptable to the Insurance Carrier and arrange to have an on-site inspection of the damaged site with the Owner and contractor.

The Coordinator and other Board members will accompany the contractor to the damaged area(s), primarily in the role of auditor, so that the Board and Owner know what corrections are to be estimated and delivered in priced form to the Insurance Carrier. The contractor will be requested to provide the Owner and the Association with a copy of the correction list.

The Insurance Carrier will be requested to have the Coordinator and/or other Board members accompany the Carrier's Adjuster if he/she inspects the damaged site so that the Board and Owner know what is being adjusted and why.

The Insurance Carrier will arrange with the Owner and contractor suitable dates for damage correction.

The Insurance Carrier will normally issue a check for the cost of correction less the deductible stated in the Policy in the name of the Association (the Insured) and the contractor. A release form normally will accompany the check. When agreed-to work has been completed satisfactorily, the Association will require the Owner to initial the check before the Association signs the check and release for delivery to the contractor. The contractor will deposit the check, thus completing the claim procedure.

The Coordinator will keep a written record of events by date of occurrence until the claim procedure is completed.

The amount of the Insurance Deductible (currently \$250) will be charged to the Account of the Unit(s) Owner(s) involved in the claim.



I. LEASING OF UNITS

I-1 (old Procedures A & B adopted 4/18/91)

Unit Owners may lease their Units in accordance with Article XV, Section 3 of the BY-LAWS. The following are the rules and procedures governing the leasing of property.

a. A Unit may be rented as a whole, but not in part, by the Unit Owner to any person or entity for use as a single family residence only, for a minimum term of twelve (12) months. When an Owner of record does not reside in his/her Unit any other occupant of such unit shall be considered a renter, tenant or lessee. No transient tenants or occupants may be accommodated therein.

b. A Unit Owner shall not lease his/her Unit to any person or entity except with the approval and consent of the Board of Directors, which approval and consent shall not be unreasonably withheld. Certain lending institutions' criteria for mortgage/refinancing limit to 10% at any time, the number of units in a PUD/Condominium that are not occupied by Owner of record.

c. A Unit Owner wishing to lease his/her Unit shall provide the following documents/information to the Board of Directors prior to the tenant taking up occupancy:

1. Written request to the Board stating proposed leasing dates.
2. A Unit Owner wishing to lease his/her unit shall also include the following provisions in the rental agreement:

"Lessee agrees to be bound by all terms and conditions contained in the Declaration, By-Laws and Rules (The Manual Documents) of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all the liabilities and for the performance of all obligations applicable to Unit Owners under Pennsylvania law, the Association Documents or otherwise whatsoever during the term of this lease. However, lessor, in all events, shall retain and may exercise any voting rights associated with the Unit leased thereunder."

"Lessee further agrees that he/she will not sublet or assign this lease except with the approval and consent of the Association Board of Directors, which approval and consent shall not be unreasonably withheld."

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Category I  
LEASING OF UNITS  
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3. An unexecuted copy of such lease or rental agreement for the Unit containing the names and addresses of the prospective lessee or tenant and containing the previous specified provisions shall be submitted by the Unit Owner to the Board of Directors no later than 15 days prior to the execution thereof.
4. The Board of Directors shall make available to the lessee or tenant a copy of the Manual Documents no later than five (5) days prior to the execution of the lease or agreement. A charge of \$25 will be made for copies of the Documents and charged to the Owner's account.

I-2 A Unit Owner shall be charged a fee of \$100 to cover administrative and incidental expenses of the Association in connection with the lease or occupancy of the Owner's Unit by others than the Owner of record at the execution of the lease and a \$150 annual fee thereafter on the anniversary date of such lease or occupancy. Said fee shall be due and payable as of the date of the execution of the lease and shall apply to all leases executed or renewed on or after the Board resolution dated November 9, 1992.

NOTE: The Owner shall notify the Board within ninety (90) days of the expiration of a lease, if a renewal is intended.

I-3 A Unit Owner shall provide the following documents to the Board of Directors within 10 days after tenant takes up occupancy.

- \* Copy of the executed lease.
- \* Copy of a "tenant homeowner insurance" policy as proof that the tenant has renter's insurance to include comprehensive personal liability insurance of no less than \$50,000.
- \* Owner's current address and telephone number.

The Board of Directors must have the Owner's current address and telephone number at all times.

I-4 A Unit Owner shall be held responsible for any violation of any Rules found in the Association Documents by their tenant, tenant's families, tenant's guests, or agents, including non-payment of any Assessments, Fines, Penalties or Charges.

"Association Documents" refers to any and all formal and informal documents relevant to Hickory Hills Owners Association, No. 2 and St. James Place as contained in, or provided for, in the Hickory Hills Association Owners Association, No.2 Homeowner's Document Manual

I-5 If any tenant has complaints regarding the management of the Properties, the complaint shall be addressed to the Board of Directors in writing, with a true copy to the Owner-landlord.

I-6 Failure to comply with any of the previously stated provisions shall subject the Owner and/or Lessee to a Fine or Fines according to the Rules and By-Laws of the Association, and serious infractions which are not corrected may result in revocation of the lease or eviction of the lessee upon proper notice given to the Owner-landlord.

J. MISCELLANEOUS

J-1 (old B-11) No owner or resident shall send any person(s) doing work for the Association out of the Development on any private business of or for the Owner while performing work for the Association. Nor shall any Owner request any personal services be done for the Owner while employee or contractor is performing work for the Association.

J-2 (old B-14) Agents of the Association and any contractor or workman authorized by the Board of Directors shall be permitted to enter any Unit or patio or deck, or upon any LOT at any reasonable hour of the day to make repairs or for any purpose permitted under the DECLARATION, the By-Laws or the Rules of the Association; provided that, except in case of emergency, entry shall be made by prearrangement with the Owner.

J-3 The Board of Directors assumes no liability for loss, damage, or theft of articles stored in or on Owner's property or in Owner's or guest's cars parked in the Parking Areas.

K. RULES VIOLATIONS, PROCEDURES, FINES, ETC.

K-1 (old C)

a. Complaints regarding the management of the Association or the Properties shall be reviewed by the Board of Directors at its next regularly scheduled meeting.

b. Any Unit Owner may file a complaint with the Board of Directors for alleged violations by other Owners of the By-Laws and the Rules. The Complaint must be made in writing, signed by the complainant, to the President of the Board, and shall set forth with specificity the activity or conduct which constitutes grounds for the complaint. Complaints regarding the acts of other Owners shall be heard by the Board of Directors as soon as possible after receipt of the complaint.

c. The Board of Directors shall decide by majority vote the merit of the Complaint after a hearing at which both the complaining party and the party against whom the complaint is made shall have the opportunity to be heard, if the Board deems such a hearing necessary.

Such hearing shall be held after no less than three (3) days' notice to the parties involved. In the event of a decision that the complaint has merit and that the actions complained of violate these Rules, the Board of Directors shall notify the Owner against whom the complaint is made in writing of its finding.

d. If the actions complained of are not corrected within three (3) days of the issuance of notice by the Board of Directors, the offending Owner shall be assessed a Fine at the Board set rate currently then in effect for each day the violation continues, if the offense is of a continuing nature; or the current rate will be charged for each offense in all other instances.

Such Fine shall be payable to the Association and shall be recoverable in the same manner as provided in the DECLARATION for maintenance assessments.

**M. RULES ADDITIONS, REVISIONS AND REVOCATIONS**

M-1 (old B. 23) Any consent or approval given under these Rules shall be revocable at any time.

M-2 (old B. 24) These Rules may be added to, amended, repealed or implemented by regulations at any time by the Board of Directors in accordance with the By-Laws.

TO: HOMEOWNERS on St. James Place

BACKGROUND INFORMATION for Rule 7.a., Revised Rules 3,4, and Rules Supplements 1,2.

RULE 7.a.

Because of increasing homeowner concerns and complaints regarding added traffic on our private residential and dead-end street, the congestion of parked cars, and the general disturbance directly related to garage and in-home sales on St. James Place, the Board has established Rule 7.a. for inclusion in the ASSOCIATION's RULES AND PROCEDURES.

RULES 3 and 4 have been re-defined and updated to provide a degree of flexibility while continuing to preserve the attractive appearance of our street.

RULES-SUPPLEMENT ONE

The Association allocates funds to plant, fertilize, re-seed and trim shrubs in front plots of the townhouses. It is not practical nor possible for the Association to assume the responsibility for watering shrubs and trees and grass. The landscape contractor is able to determine whether a shrub, plant or tree has died from neglect/lack of water. Therefore, the Board has established that the Association will replace dead plantings that have died from causes other than lack of water BUT any replacements necessary because of lack of watering will be replaced at the Association's discretion and at owner's expense.

A watering guide provided by the landscape contractor will be posted on the Bulletin Board in late spring.

RULES-SUPPLEMENT TWO

The type of activities addressed have had adverse and damaging effects on the grassy Common Area; in addition these activities create a disturbance for other owners who wish to use and enjoy the privacy of their patios. A liability also exists in the case of sports activities where damage to buildings windows and bodily injury can be incurred. The Board has established Rules-Supplement Two, in order to prevent any unintentional violation.

The MISCELLANEOUS AND IMPORTANT INFORMATION should be read and maintained for reference in the RULES and PROCEDURES section of the Unit Document File.

EFFECTIVE MARCH 31, 1992

1992 Board of Directors, HICKORY HILLS OWNERS ASSOCIATION, NO. 2

ADDENDUM TO RULES AND PROCEDURES

MOVING, ESTATE, GARAGE, IN-HOME SALES

7. a. Homeowners are permitted to hold MOVING, ESTATE, GARAGE, IN-HOME SALES at their place of residence on St. James Place ONLY WITH WRITTEN BOARD APPROVAL. Request for approval of proposed sale date must be submitted in writing AT LEAST TWO WEEKS PRIOR to desired sale date. The Board will provide timely approval/disapproval in writing. Approved sales may take place on two (2) consecutive days ONLY. Sale may not include non-resident merchandise. Advertising signs ON or OFF St. James Place must be removed when sale is not open.

Holding such sales without written approval on file with the ASSOCIATION will constitute violation of the RULE, as will non-adherence to any of the described guidelines and said violation will carry an automatic fine of \$100. per day.

Effective March, 1992

1992 Board of Directors, LICKONBY HILLS OWNERS ASSOCIATION, NO. 2



**RULES-SUPPLEMENT ONE**

Any plant replacements necessary because of lack of watering on the part of homeowner (see Background Information) will be at the discretion of the Board for the Association but costs for replacements will be charged to individual owner account.

March 31, 1992

1992 Board of Directors  
HICKORY HILLS OWNERS ASSOCIATION, NO.2

**RULES-SUPPLEMENT TWO**

Team sports (football, baseball, softball, etc.) shall be confined to the swimming pool area. They are not permitted in the COMMON AREA.

Bicycle riding is not permitted on the grass areas of the COMMON AREA.

March 31, 1992

1992 Board of Directors  
HICKORY HILLS OWNERS ASSOCIATION, NO.2

**MISCELLANEOUS IMPORTANT INFORMATION-SAFETY**

**EMERGENCY EGRESS PLAN-** All residents should have an emergency exit plan for their unit. The top floor windows are 20 plus feet above the ground and a rope ladder, or equal, should be available in each bedroom for egress in the event the stair well and/or upper hallway are fume or flame-filled.

**SMOKE ALARMS-** Each unit should have one, preferably two, smoke alarms and one ABC fire extinguisher of at least (6) pounds capacity. Smoke alarms should be tested periodically to ensure that they are functioning properly.

**FIREPLACE SAFETY-** Owners of units with fireplaces are responsible for having chimneys inspected and cleaned to prevent chimney fires that could affect their residences and adjoining townhouses.

March 31, 1992

1992 Board of Directors  
HICKORY HILLS OWNERS ASSOCIATION, NO.2

MISCELLANEOUS IMPORTANT INFORMATION

CONTRACTOR WINDOW CLEANING

Your ASSOCIATION has contracted for outside window cleaning once a quarter.

A notice will be posted on the Bulletin Board several days before the scheduled cleaning date. It will be necessary for Owners to remove all window screens and cars from driveways on the cleaning day (so the window cleaner has access for ladders).

Screens on patio doors must be unlatched so they can be moved or the patio windows will not be cleaned.

Please note that if you do not remove screens from windows, unlatch patio screens and remove cars from driveways as requested, your windows will NOT be cleaned even though your ASSOCIATION WILL PAY for a total cleaning of all units.

March 31, 1992

1992 Board of Directors  
HICKORY HILLS OWNERS ASSOCIATION, NO.2

MISCELLANEOUS IMPORTANT INFORMATION-PETS

MCCANDLESS ANIMAL ORDINANCE ON PETS - is summarized on the following page by an extract from the 1991 Calendar published by the Town. The complete Ordinance is on file.

RULE 12 of our RULES AND PROCEDURES states the position of your Association regarding Pets on St. James Place. Our Landscape contractor has advised that no amount of care or reseeding will replace grass destroyed by animal urine or fecal deposits. The COMMON AREA is for the enjoyment of all and is NOT to be considered a "pet walk." The COMMON AREA also includes the grass area in front and behind all units and extends from the 1700 Building to that area bordering Arthur Drive on both sides of St. James Place. It is the responsibility of pet owners on St. James Place to pick up fecal matter immediately, place it in a bag and dispose of in an appropriate manner.

It is not the responsibility of the Landscape Contractor to clean up pet fecal deposits in the COMMON AREA.

March 31, 1992

1992 Board of Directors  
HICKORY HILLS OWNERS ASSOCIATION, NO.2

EXTRACT OF MCCANDLESS 1991 CALENDAR COVERING ANIMAL  
CONTROL

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## THIS 'n THAT

**ANIMAL CONTROL** - A Town ordinance provides for the regulation of dogs, cats and other animals; prohibiting the creation and commission of a nuisance; and, provides a penalty for the same. The ordinance is the result of many residents complaints of animals running loose and with people walking animals and letting them defecate on the property of others. Regulations also mandate that dogs must be leashed when being exercised and tethered or in an enclosed area when on an owner's property. Violations should be reported to the McCandless Police Department. Proper animal control can minimize the chance of personal injury (seventy percent (70%) of reported dog bites involve children) or the loss of a valued pet because of a traffic accident.