

HICKORY HILLS OWNERS' ASSOCIATION

PHASE 1

HAREWOOD SQUARE - TOWN OF MCCANDLESS

(1600 HAREWOOD SQUARE - WEXFORD PA 15090)

RULES & REGULATION (Revised as of July 13, 2021)

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"COMMUNITY ASSOCIATIONS ENFORCE -RULES AND RESTRICTIONS TO ENSURE A HIGH QUALITY OF LIFE FOR RESIDENTS AND TO PRESERVE PROPERTY VALUES - NOT TO HARASS RESIDENTS."

Source: Community Association Institute, 2003

INTRODUCTION

The rules apply to the properties, lots, buildings and common areas which make up HAREWOOD SQUARE which hereafter is referred to as the "SQUARE".

THE PROPERTIES INCLUDED in the domain of Hickory Hills Owners Association, Phase I are lots which are owned by individual owners and on which their housing units sit, and the Common Area which is within the property lines established by the Declaration and outside the owners' property parcels.

Generally, individual owners' parcels or lots are 64 ft. or 66 ft. deep, depending on the building involved, and are 18 ft., 20 ft., or 23.335 ft. wide, depending on the building involved. Setbacks from front lot line to building front wall varies from 20 ft. to 24 ft.; the distance from building back wall to rear property lines varies from 10ft. to 12 ft. Owners' parcels total 1.18 acres. Total HHOA-I acreage including the Common Area is 6.98.

The Common Area as used in the Rules is composed of improved areas and unimproved areas. The improved areas include lawns, planted shrub areas, paved roads and portions of sidewalks not on owners' lots. The unimproved area basically includes the wooded area inside the property line and behind the 1200, 1300, and 1400 buildings.

All should be aware that the Declarations states that all assessments shall be divided equally among the lots.

A supplemental section has been provided behind the rules to include some pertinent general information for all, which is not covered by the rules, per se.

It is important that these rules be followed in order to prevent the Square from becoming a hodge podge and as a result destroy the attractiveness of the Square. In some cases, as in the past, you may be asked to remove some improvement or replacement if it is not approved by the Board.

A. PAYMENT OF DUES AND ASSESSMENTS

A-1 - Maintenance fees are due by the 15th of the month involved. Maintenance fees received after the 15th of the month involved shall include a \$25.00 late fee. These amounts may be increased by the Board, as the need arises. When a maintenance fee increase is justified, the rule will be revised, and all homeowners notified.

A-2 – Payment methods may be found on the Community Management website.

A-3 - An owner who submits a check for maintenance fees or assessments that is returned for non-sufficient funds by the bank, will be liable for any bank charges to the Association and a Non-Sufficient Funds charge. All such charges must be paid with the next month's Association Maintenance Fees.

A-4 - Failure to pay monthly maintenance fees will result in liens placed against the offending unit.

B. LOTS

B-1 - The areas in front of the buildings shall not be obstructed or used for any purpose other than to ingress and egress from the units.

B-2 - Each owner shall keep their lot in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows, any dirt or other substance.

B-3

- a. Any owner who plants flowers or shrubs or provides improvements on the front of their/her property, namely the area between the unit and the sidewalk, may do so subject to approval of the Board. Any such improvements or plantings, except for flowers, becomes the responsibility of the Association to maintain as need arises.
- b. Any owner who plants flowers or shrubs or provides improvements on the rear of their/her property, namely the area within 10 feet of the rear unit wall, may do so subject to review of the Board. Any such improvements or plantings remain the responsibility of the owner to maintain or repair as need arises.
- c. Any owner who wishes to plant flowers, trees, or shrubs in any common area, which includes land more than 10 feet beyond the rear wall of a unit, must have prior approval of the Board of Directors.

B-4 - No resident shall use sodium chloride (table or rock salt) on their porch, sidewalk, driveway, or any other concrete or paved surface. Only calcium chloride or other non-caustic material is approved for application during icy conditions. The owner is liable for any damage that may result from the use of a caustic substance.

B-5 - Any damage to the lots, buildings, or Common Area or equipment caused by owners, renters, or their guests shall be repaired at the expense of the owner. Owners shall be held responsible for the actions of their children and their guests.

B-6 - Replacement of shrubs in owner's lots to maintain and/or improve the appearance and marketability of all units is normally done at the Association's expense. However, replacement of shrubs at Association expense which have died, or are obviously dying, because of a lack of water being applied by the owner of the lot is an unjust expenditure of Association funds from the standpoint of owners who do water their shrubs. The replacement of shrubs on owner's lots which have obviously died or are dying because of a lack of water will be carried out and paid for by the Association's Board, but the cost of the replacement will be billed to the lot owner involved.

C. BUILDINGS

C-1 - No exterior of any unit shall be decorated in a manner that will detract from the general appearance of the development.

C-2 - No ventilators, fans or air conditioners shall be left visible in unit windows facing the Square; no ventilators, fans or air conditioners shall protrude from windows in the rear of units without written permission of the Board of Directors.

C-3 - All interior window treatments, shades, vertical blinds, horizontal (no wider than two (2) inches) blinds, liners, valances, curtains, shutters or drapes that are visible from the outside of the units shall be white or off-white in color. No other color window treatment is permitted without the written approval of the Board.

C-4 – Signs: No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building except such as shall have been approved in writing by the Board, nor shall anything be projected out any window in the building without similar approval.

C-5 - No radio or television aerial shall be attached to or hung from the exterior of the building without written approval of the Board.

C-6 – Satellite Dish: Any owner who wishes to install or replace a satellite dish must complete an Alteration Request to the Board for such installation or replacement, and the unit owner must receive written Board approval before installation or replacement can commence. Installation or replacement of satellite dishes will be dealt with by the Board on a case-by-case basis. The satellite dish installer must provide the Board with proof of liability insurance in writing prior to the commencement of the work. The dish must be mounted above the gutter line on a brick chimney if a chimney is present. If no chimney is present on a particular unit, the satellite dish shall be mounted at the peak of the unit's roof, a minimum of ten feet from either side of the unit. Where an attic ventilator is installed, a section of the ventilator shall be removed to permit installation of the satellite dish. No dish shall be mounted directly on a shingled surface, except as previously described. The unit owner shall be responsible for any water leakage that occurs as a result of the satellite dish installation or removal. The Association shall not be held responsible for any damage, or any required repairs related to the satellite dish. The unit owner is responsible for the removal of the satellite dish upon the sale of the property and for the repair of any damage to the exterior surface where the removed vent shall be replaced. If not repaired to the Board's satisfaction, (the condition of the roof prior to the installation/removal of the satellite dish), the Board will have the damage repaired and the cost of such repair will be considered a lien against the property until compensation has been received. Upon the sale of the unit, if the satellite dish has not been removed, the new owner must accept the satellite dish service as a rider addendum to the sales agreement.

C-7 - Our insurance policy requires that each unit be equipped with two smoke alarms and one ABC extinguisher of at least 6 pounds capacity.

C-8 - No owner shall do any painting of the exterior of the building or of the patio, fences, parking areas, or storage areas that will alter the existing color scheme without the prior written approval of the Board of Directors.

C. BUILDINGS (Continued)

C-9 - As windows and doors are the responsibility of the owner to maintain, except for external painting or caulking, needed repairs must be made in timely fashion for the Board to carry out its responsibility of keeping the Square attractive. If an owner repairs or replaces any part of their unit such as windows or doors, replacements must conform to the current architecture and be of comparable materials that require the same maintenance as the previous parts. Any replacements made prior to this rule (January 1987) requiring different maintenance are the owner's responsibility to maintain at an equal standard with other units. The Board has approved replacing a sliding glass door with a French Style door. Replacement of front storm doors with an open view storm door or a cross-buck door may be done with the approval of the Board. All doors and window replacements need to be maintenance free material, either aluminum or vinyl-clad and of the color white. Any muntins present in the windowpanes shall be white and of the same proportions as those in existing unit windows. Non-white door and windows installed prior to this date will be the owner's responsibility to replace or paint if the current building color scheme changes in the future.

C-10 - Every potted plant placed on rear decks shall be on a large dish or planter so that the deck surface is protected from standing water.

C-11 - No resident shall use or permit to be brought into any unit flammable oils or fluids such as gasoline, naphtha, or benzene, or other explosives or articles deemed extremely hazardous to life, limb or property without in each case obtaining written approval from the Board.

C-12 - Firewood shall not be stored indoors or in garages, but rather outside behind units and not directly on the ground or against the unit wall or deck supports.

C-13 - Alterations or additions to the outside of buildings for the purpose of providing intake air to, or exhausting, appliances (such as high-efficiency furnaces) shall not be undertaken without prior approval of the Board of Directors.

C-14 - Due to the nature of our sewer (they run from home to home beneath the buildings to the collector), sanitary products, condoms, grease, diaper liners and other similar items shall not be flushed through the system but shall be disposed of in the trash. If you notice 'any sewer odor, please notify a Board member immediately. Each owner should pour a bucket of warm water into each drain monthly to keep the gas trap water level high.

C-15 – Security Cameras: Any owner who wishes to install exterior security camera must complete an Alteration Request to the Board for such installation must receive written Board approval before installation can commence. If the security camera Alteration is Board approved, the owner will need to provide pictures after installation as per the picture angle. In Pennsylvania, installing a video surveillance system to monitor your home, is illegal unless the camera is only viewing your property. Monitoring someone without their knowledge or consent is illegal when they are in an area that provides a reasonable expectation of privacy. The Association shall not be held responsible for any damage, or any required repairs related to the security camera. The unit owner is responsible for the removal of the security camera upon the sale of the property and for the repair of any damage to the exterior surface where removed. If not repaired to the Board's satisfaction, the Board will have the damage repaired and the cost of such repair will be until compensation has been received.

D. COMMON AREA

D-1 - No owner, renter, or resident is permitted to keep a dog in Harewood Square.

D-2 - No feeding of any wild animal shall be permitted in the Square. This also includes bird feeders of any kind.

D-3 - No bicycles, scooters, baby carriages, or similar vehicles or toys, or other personal articles shall be allowed to stand in any Common Area.

D-4 - To ensure the safety and convenience of all residents, the use of bicycles, tricycles, roller skates, skateboards, or any other such toy or implement, shall not be permitted on the streets or sidewalks except by adults, or children under direct and immediate adult supervision.

***Children or adults must observe the same traffic rules as automobile drivers when riding bicycles in the Square.**

D-5 - Team sports such as football, softball, baseball, etc. are not permitted in the Common Area.

E. NOISE

E-1 - No owner shall make or permit any noise *** including pet noise *** to be made that will disturb or annoy the occupants of any of the homes in the Square or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners.

E-2 - The residents shall not cause or permit the blowing of the horn of any vehicle of which a guest or family shall be occupants.

F. VEHICLES AND PARKING

F-1

- a. Parking shall be restricted to the following paved areas:
 1. Parallel along the side of the landscaped island, on the side facing the 1600 building and NOT on the side facing 1300 and 1400.
 2. Only 2 cars parked side by side facing the 1500 building at the north end of the gazebo
 3. One single row of cars parallel parked opposite 1209-1211, 1511-1515 and 1407-1415 but not to block access to the trash disposal area, sidewalks, or driveways. In addition, two cars may be parked side by side at the very end. of the parking area near units 1415 and 1515 as long as they do not block driveways or the trash or storage buildings.

Parking is not permitted on sidewalks or in front of driveways except during loading and unloading.

SEE ATTACHED DRAWING DETAILING PARKING

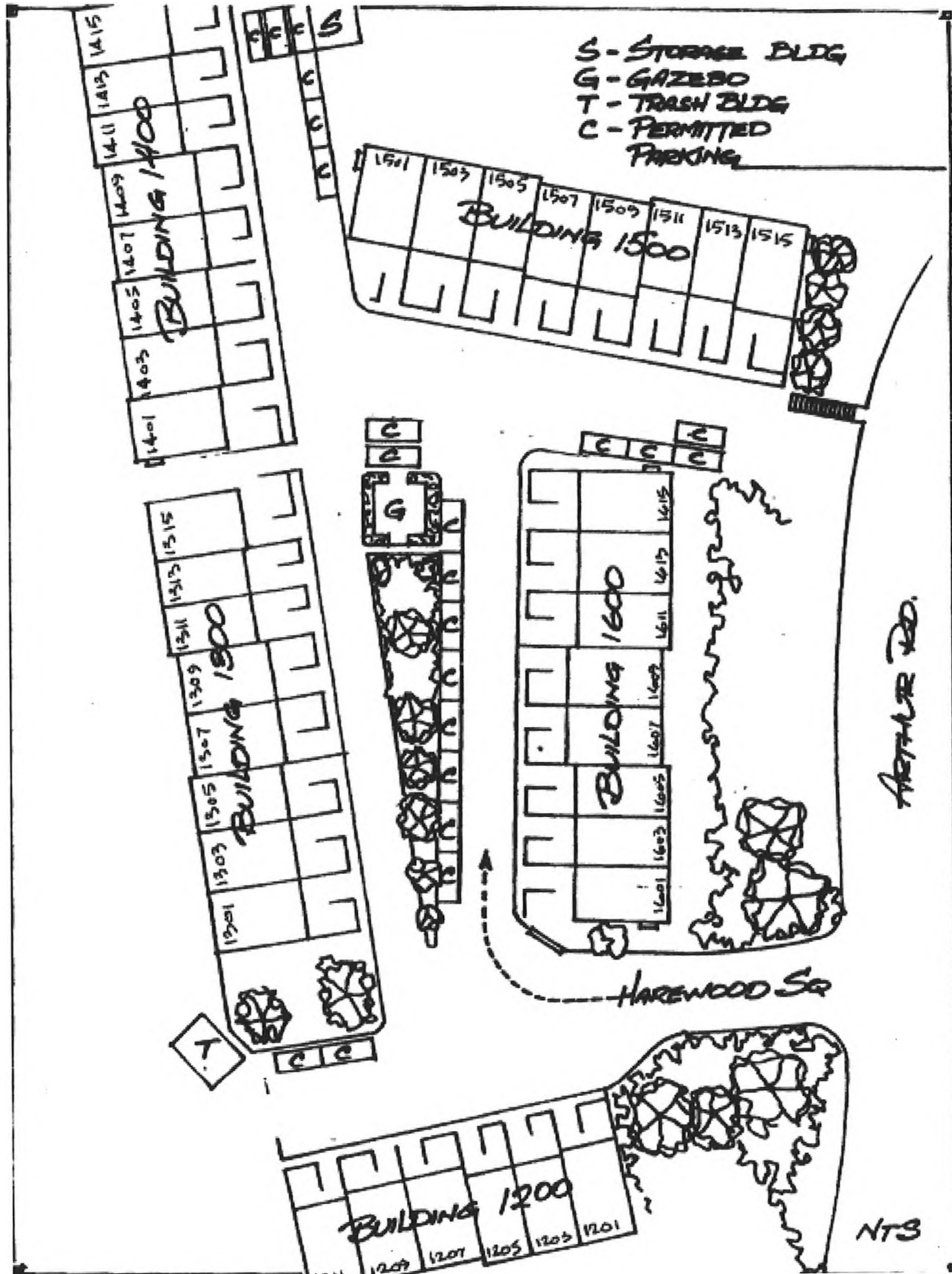
- b. No vehicle belonging to any resident guest, or employee of an owner, shall be parked in such a manner as to impede or prevent ready access to another driveway, except for vans during moving days. All residents, guests or residents and their families, agents or employees shall obey all parking and traffic regulations. **THE OWNER WILL BE HELD RESPONSIBLE FOR ANY VIOLATIONS.**
- c. Due to the limited number of parking spaces available, residents should avoid parking in the Common Area if possible and shall not park more than one vehicle at a time there overnight.
- d. Vehicles not regularly driven must be parked in the owner's garage or driveway.
- e. When a resident is away from their home for overnight or longer, then all vehicles belonging to the resident or to the resident's guest shall be parked in their garage, driveway, or a place other than the Common Area.
- f. Any vehicle parked in the Common Area that does not have a valid registration will be considered an abandoned vehicle and removed at the owner's expense.
- g. No boat, recreational vehicle, etc., shall be parked or stored in the Common Area.
- h. "Truck" License Plate Vehicles: Personal vehicles of conveyance which have a "Truck" license plate:
 1. 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, etc., or equivalent shall be parked or stored in the Square, except during loading or unloading. This rule excludes those trucks owned by, and vehicles of contractors or repairmen doing business in the Square.
 2. The vehicle must be for personal use and not intended for commercial use or display signage to that effect.
 3. The vehicle must be of the size that fits into the owner's garage.
 4. Exceptions to this rule must be made by the Board of Directors.

F. VEHICLES AND PARKING (Continued)

F-2 - During the winter months when the weather forecast predicts snow accumulations, ALL RESIDENTS must keep their vehicles in their garages and driveways to facilitate snow cleanup. Only exceptions are vehicles belonging to contractors. Failure to comply will result in a written warning once, followed by a \$25.00 fine assessed for each incident thereafter. The Board will not be responsible for damage to illegally parked cars.

F-3 - No repairs on automobiles, boats, recreational vehicles, etc., shall be done in the Common Area without the prior consent or approval of the Board of Directors.

PARKING DRAWING DETAILS



G. TRASH DISPOSAL

Trash includes two types: Recyclable and Other (Non-recyclable).

Recycling is mandatory by state and local laws, and we must comply.

G-1 Non-Recyclable Trash

- a. All non-recyclable garbage and refuse shall be deposited with care in refuse containers intended for such purpose. Boxes, crates, and cardboard cartons shall be broken down or flattened before being placed in the containers. Christmas trees or similar bulky items shall be cut into reasonably sized pieces before being placed into the containers. Wet garbage should be deposited in the resident's garbage disposal unit rather than in the outdoor refuse container whenever possible.
- b. In disposing of trash in the disposal containers provided by the disposal contractor, residents shall dispose of only municipal solid waste in the containers provided by the contractor, in accordance with the contract signed by the Association.
The contract 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 flammable, 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.
The contractor will collect waste of a residual nature, or as a by-product from a manufacturing process, or pathological or infectious waste, only by special permit or authorization from PA DER. Obtaining a permit and issuing an order for collection shall be the responsibility of the owner involved and not the Association.
- c. Disposal of large items such as refrigerators, water heaters, furniture, grills, bedding etc., is the responsibility of the individual owners; they are NOT to be placed in or at the containers.

G-2 Recyclable Trash

The following recyclable materials are to be placed loose in the recyclable bin:

- a. Tin – Metal – Aluminum – rinsed out and emptied of contents. No chemical or paint cans. Clean pie plates, foil, etc.
- b. Glass – rinsed out and empty of contents. Lids must be removed and discarded with the trash. Do not break. Food or beverage containers only. No window or plate glass, light bulbs, headlights, etc.
- c. Plastic- # 1 and # 2 (PET& HDPE) rinsed out and empty of contents. Lids must be removed.
- d. Newspaper Office Paper and Magazines – Loose or placed in paper bags only. Do not bundle with twine or tape.
- e. Clean corrugated cardboard.
- f. Pizza boxes and plastic bags are NOT considered recyclable trash.

G-3 Disposal of Paint

- a. oil-based paints and paint thinners since they are NOT to be disposed of in the trash receptacles. Water based paint can be disposed of in the trash AFTER the can has been left open and the water has evaporated leaving a solid material in the can.

H. INSURANCE

H-1 - On any loss confined to the common property, the Association will pay the entire deductible.

H-2 - On any loss to privately owned property that is covered by the Master Insurance Policy, the unit owner will pay the entire deductible.

H-3 - On any loss that occurs to both common and private property covered by the Master Insurance Policy, the Association will pay the portion of the deductible on the common property loss and the unit owner will pay the portion of the property loss.

H-4 - The Executive Board reserves the right to use its discretion as to the unit owner's responsibility for the payment of the deductible. The factors the Executive Board will consider include but are not limited to mitigation of damages by the unit owner and the cause of the loss.

I. LEASING OF UNITS

I-1- Unit owners may lease their units. The following rules concerning the leasing of the property:

- a. A unit may be rented as a whole but not in part from time to time 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 as owner of record does not reside in their unit, any other occupant of such unit shall be considered a renter, tenant, or lessee. Maximum number of units occupied by a renter, tenant, or lessee shall not exceed four (4) units. No tenants or occupants may be accommodated therein.
- b. A unit owner shall not lease their unit to any person except with the approval and consent of the Board of Directors, which approval and consent shall not be unreasonably withheld.
- c. If the unit owner is approved to rent their unit, the unit owner will need to complete a Rental Unit Registration/Update Form and provide a copy of the Lease no later than 15 days prior to execution thereof by the lessee or the tenant and unit owner. This information will not be distributed to anyone outside of the Management Company and Board of Directors
- d. It shall be the responsibility of the owner to make available to the lessee or tenant a copy of the condominium documents (By-laws and Rules and Regulation) no later than five (5) days prior to the execution of the lease or agreement. All of the Hickory Hills Documents can be found on the Community Management's website. Hardcopies can be provided to the owner for a fee.

I. LEASING OF UNITS (Continued)

- e. A unit owner shall not engage in leasing their unit except after having their lessee execute a lease or other agreement which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained by the By-laws and Rules ("The Condominium 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 Condominium 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 lease hereunder."

"Lessee further agrees that he 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."

- f. 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 above-mentioned provisions shall be submitted to the Board of Directors no later than fifteen (15) days prior to the execution thereof by the lessee or the tenant and unit owner. (Note: if this presents a problem, the owner should contact the President or any officer of the Board of Directors so that the problem can be resolved.)
- g. An executed lease indicating the lessee agrees to abide by the By-laws and Rules and Regulations of the Association shall be submitted to the Board of Directors no later than ten (10) days after the execution thereof.
- h. A unit owner shall be charged an annual fee of \$600.00 which will be Due by March 31st. This is 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.
- i. If any tenant has complaints regarding the management of the development, the Common Area, or regarding the actions of owners, the complaint shall be addressed to the unit owner and the owner should make the complaint to the Board of Directors in writing.
- j. Unit owners shall be held responsible for any violation of the Rules by their tenants. Failure to comply with the above-stated provisions shall subject the unit owner to a fine or fine pursuant to Article V of the By-Laws.

J. FIRE PIT GUIDELINES

J-1 – Fire Pit rules are based on National Fire Protection Association (NFPA 1 Section 10) and Town of McCandless regulations. One firepit per household is permitted, conditional upon approval by the Hickory Hills Owners Association Board of Directors. Owners shall use an alteration request to seek Board approval before purchasing or using a firepit on the property. Approval is conditional upon the following guidelines being adhered to:

- a. When in use, the firepit, clay “oven”, or other entertainment/warming open-flame device must be stationed a minimum of fifteen (15) feet from the rear side of the building. This means that no firepits can be *used* on the rear patios or decks but must be moved into the rear yard to be fifteen (15) feet from the rear wall of the building.
- b. The firepit must be enclosed with a fireproof screen or cage cover. Please see examples below.
- c. It must be mobile or temporary, so that it can be moved 15 ft. out from the building for use and returned to the patio for storage when it is done being used and has cooled off. Firepits cannot be left in the yard for more than one evening, as they will encumber grass mowing.
- d. No permanent firepit structures may be built anywhere on the property. This includes brick and mortar styles, barrels, and rock or brick “rings” built onto the ground. In other words, the pit must not be used in a way that will damage to ground and must be moveable.
- e. Unit owners are required to comply with applicable National and Town of McCandless regulations and permitting.
- f. The firepit cannot encourage late night noise, odor, or lighting nuisances that would reasonably infringe on the rights of surrounding Owners to enjoy their properties.
- g. Repeated violation of these guidelines may constitute the Association’s request that you discontinue use or remove the fire pit. All firepits illegally built affixed to the ground will be required to be removed at the resale of the property.

K. GARGARE DOOR GUIDELINES

K-1 - Listed below are the Only approved specifications for your Hickory Hills Garage Doors:

When the time comes to order your garage door, please present this information to your preferred vendor.

No Alteration Request will be needed for this approved Exterior Change.

Manufacturer: Clopay
Color: Desert Tan
Collection: Classic Steel
Series: Premium
Door Style/Design: Elegant Short / Raised Panel
Model Numbers: 4050 (R-6.5) or 9130 (R-12.9)
 (The R-value: Indicates the insulation value of the door only. Models are the same design, but R-12.9 is a higher insulated door)



ELEGANT SHORT

Optional Cost
Window Design: Plain Short
Window Glass: Thermal Clear



PLAIN SHORT

Preferred Vendor: Garage Door Doctor, Inc.
 Pittsburgh PA 15235
 Phone: 412-829-2007
 Email: garagedoordoctor@verizon.net

L. MISCELLANEOUS

L-1 - No owner or resident shall send any employee of the Association out of the development on any private business of the owner.

L-2 - 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 Common Area.

M. RULE VIOLATION - PROCEDURES, FINES, ETC.

M-1 - The following are the procedures to be followed for violations of the By-Laws and Rules:

- a. Any unit owner may file a complaint with the Board of Directors for violations of the By-Laws and Rules. The complaint must be made in writing, signed by the complainant, to the President of the Board of Directors and shall set forth with specificity the activity or conduct which constitutes grounds for the complaint.
- b. Upon receipt of the complaint and as soon as practicable, the President or their designee shall investigate the complaint and discuss the matter with the person alleged to have violated the Rules. Within 30 days after the complaint is made, the President or their designee shall make a report of their investigation and meeting with the parties and recommendation of further action to the Board of Directors.
- c. The Board of Directors in acting on the report may accept, change, or reject the recommendations contained therein. If the matter has not been amicably resolved and if the Board finds that substantial grounds exist to find a violation of the Rules, the Board may (1) issue a written warning or (2) assess a fine.
- d. Upon request for a hearing, there shall be at least a majority of the Board of Directors present when the hearing takes place. The personal presence of the affected unit owner and lessee or tenant, as the case may be, shall be required. Failure to appear without good excuse shall be deemed to constitute a waiver of the right to a hearing. At the hearing, the affected Unit owner shall be given an opportunity to be heard, to present evidence, and to call witnesses in their behalf.
- e. Upon presentation of the evidence, the hearing shall be closed. The Board of Directors may thereupon, at a time convenient to itself, conduct its deliberations and levy any fine pursuant to the Association's By-Laws or take such other action as it shall deem fit.

N. RULE ADDITIONS, REVISIONS, AND REVOCATIONS

N-1 - Any consent or approval given under these Association Rules shall be revocable at any time.

N-2 - These Association Rules may be added to or repealed at any time by the Board of Directors.

MISCELLANEOUS - PERTINENT INFORMATION

TRASH PICK-UP DAYS:

These dates are set by the Trash Contractor.

PARKING ON TRASH PICK-UP DAYS:

It is recommended that residents avoid parking by the trash building on these mornings to avoid having their cars damaged by the garbage trucks backing up. Also, the trucks MUST have access to the bins without interference. The Trash Hauler has, in the past, left notes on car windows asking people not to park there.

EMERGENCY EGRESS PLAN:

All residents should make up an emergency exit plan for their unit. Remember that top floor windows are some 20 plus feet above the ground and a rope ladder or equal should be available in each bedroom for egress in case the stairwell and or upper hallway are fume or flame filled.

KEEPING FIREPLACE CHIMNEYS SAFE:

The owners of units with fireplaces are responsible to have chimneys inspected and cleaned to prevent chimney fires that could affect their residences and those adjoining.

KEEPING ADDRESSES AND PHONE NUMBERS CURRENT WITH THE ASSOCIATION:

It is imperative that the Association be kept abreast of non-resident owner's addresses and phone numbers. Also, resident owner's phone numbers should be kept up to date with the Association.

CARE OF FRONT YARD PLOTS OF UNITS

The Association plants fertilizes and trims shrubs in the unit front plots. It should be obvious to all that there is no practical way for the Association to water the shrubs and trees in the front plots and this task has been delegated to the owners. The shrubs and trees require watering to prevent their demise. By watering we mean to deep soak the shrubs and trees so that the root system gets the required water - an occasional sprinkling with a handheld hose will not do the job unless owners wish to water this way on a daily basis for a long enough time. It has been announced earlier that if shrubs die due to lack of watering that the shrubs will be replaced by the Association with the cost being billed to the owner involved.

Many compliments have been received on the overall appearance of the Square due to the attention most owners pay to the front plots by planting flowers and keeping them and the ground around them in a neat condition. It is to everyone's advantage to keep the Square looking well as this keeps property values up and aids in selling units quickly when the time comes for this event.

The Board has approved the installation of edging around the front plots, and many have done this. To maintain a uniform appearance in the Square all edging should be grey concrete scallops.

GARAGE SALES

The Board has tacitly approved the conduct of garage sales by residents. However, please remember this creates added traffic and congestion in the Square for your neighbors and should be conducted thoughtfully - including removing advertising signs on and off the Square property when the sale is not open. Holding garage sales for others who do not reside here is discouraged.

DISPOSAL OF PAINT

This is a difficult problem with oil-based paints and paint thinners since they are NOT supposed to be disposed of in the trash receptacles. The Board has not solved this problem yet, but the best solution is to use the material, which means do not buy more than you need. Water based paint can be disposed of in the trash AFTER the can has been left open and the water has evaporated leaving a solid material in the can.

OUTSIDE LIGHTS

To prevent vandalism owners are encouraged to turn on their outside lights at night. Many owners have installed sensors that turn their front lights on at dusk and off at dawn. Also, many owners have installed lights with motion sensors at their back door that only come on when motion is detected.

SNOW AND ICE REMOVAL

Owners are responsible for removing snow and ice from their front porches, sidewalks, steps and driveways. (Refer to Rule B-4 for acceptable materials to be used.) Keeping a second car parked in the driveway, rather than on the street, makes for easier snow removal from the driveway.

HIRING OF CONTRACTORS

Owners who employ contractors, handymen, etc., to work on their unit MUST ask such persons for proof of insurance. If an uninsured worker should cause damage to the building, the homeowner will be responsible for correcting the damage through their own insurance.

DECK MAINTENANCE BY OWNERS

To contribute to the longevity of the decks, owners need to:

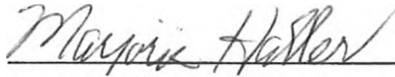
1. Keep wet leaves cleared from the deck.
2. Prevent the accumulation of snow.
3. Clean residue from grills, food, etc.
4. As noted in the rules, saucers should be used under all potted plants.
5. Do not use salt or sodium chloride on the deck surface.

EXTERIOR MAINTENANCE

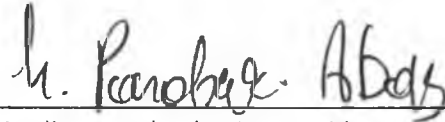
In addition to maintenance upon the COMMON AREA, the ASSOCIATION shall provide exterior maintenance upon each LOT which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

July 13, 2021

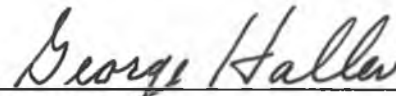
IN WITNESS WHEREOF, we, being all the Directors of HICKORY HILLS OWNERS ASSOCIATION PHASE I have hereby adopted these Rules and Regulations and have hereunto set our hands this 13th day of July 2021.



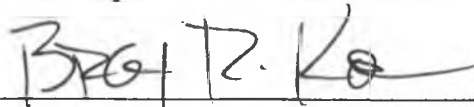
Marge Haller, President



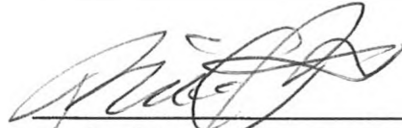
Nadine Parobeck, Vice President



George Haller, Member



Brian Kohler, Member at Large



Richard Quitko, Member at Large