

RULES AND REGULATIONS
OF
HICKORY GLEN PLANNED COMMUNITY

Unless specifically defined herein, the terms used in these Rules and Regulations shall have the same meanings as defined in the Declaration of Planned Community of the property known as **HICKORY GLEN**, a planned community created under and subject to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act"). All present and future owners, mortgagees, lessees, and occupants of the Lots or of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

A. DEFINITIONS

1. "Approved Builder" shall mean a builder approved by the Declarant with whom Lot Owners may contract for the construction of a residence on a Lot.
2. "Association" shall mean the planned community which shall be known as **Hickory Glen Homeowners' Association**.
3. "By-Laws" shall mean the By-Laws of the Association.
4. "Common Areas" shall mean all portions of the Property as defined in the Declaration, but shall exclude Lots.
5. "Declaration" shall mean the **DECLARATION FOR HICKORY GLEN, A PLANNED COMMUNITY**, as the same may be amended from time to time.
6. "Executive Board" shall mean the Executive Board of the Association.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration and the By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations at any time and from time to time.
3. The Common Elements shall be used only for the purposes set forth in the Declaration and By-Laws.

4. Except for model homes constructed by Declarant, no Lot shall be used for any purpose other than for residential use.
5. Lots shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Planned Community. Owners will be responsible for all damage to any other Lots or to the Common Elements resulting from such Owner's failure or negligence to make any necessary repairs to his Lot.
6. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Lots in the Planned Community or to do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, radios, fireworks, discharge of firearms, etc.
7. No garage or other structure, other than the dwelling for which the plans have been approved, shall be used as a residence, temporarily or permanently, nor shall any dwelling, foundation or basement in the process of construction be used for residential purposes.
8. No playhouse, treehouse, tool house, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Declarant and/or Executive Board as to the size, design, materials and location.
9. No additions, decks, awnings, hedges, walls, or fences shall be permitted on any Lot unless approved as to height, location, material, and design by the Declarant. All fences must also comply with applicable Township of Adams ordinances.
10. Only mailboxes approved by the U.S. Postal Service shall be permitted. Mail delivery shall be provided as approved by the Postmaster of Adams Township. Currently, only cluster box units are approved by the U.S. Postal Service.
11. No solar collector or any other device or equipment erected either on the exterior of a dwelling or detached therefrom and designed for the production of energy for heating or cooling or for any other purpose shall be permitted without approval from the Declarant and/or the Executive Board.
12. No swimming pools or sport courts shall be permitted on any Lot unless approved as to location, material and design by the Declarant, and/or Executive Board. No above ground swimming pools will be permitted in any case.
13. Lot Owners are responsible for any property damage caused by their families, pets, guests, or decorative items.

14. No signs of any character shall be erected, posted or displayed on any Lot, except: 1) marketing signs installed by Declarant or an Approved Builder while actively marketing Lots for sale; 2) street and identification signs installed by the Association or Declarant; or 3) one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is on the market may be displayed from inside a window only; or 4) political signs, unless approved by the Association.

15. Maintenance of the Common Elements and structural repair of the Limited Common Elements are the responsibilities of the Association, but are charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.

16. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed on any Common or Limited Common Elements.

17. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot in the area of the property line abutting any street and extending from said Property line a distance of 50 feet from the rear of any structure constructed on the Property.

18. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lots. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Lots.

19. In the event that any Lot Owner shall refuse to keep his Lot free from weeds, underbrush, refuse piles, or other unsightly growths or objects, the Executive Board, or its designee, may enter upon such Lot and remove the same at the expense of the Lot Owner, and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after demand is made therefore.

20. Laundry, towels, rugs, etc. shall not be hung outdoors on lines or deck railings.

21. Radio or television antenna and/or satellite dishes not greater than eighteen inches (18") in diameter are permitted.

22. Statues, artificial plants and trees, and other decorative accessories, except planters, are not permitted. Planters may only be placed on stoops/porches and not in the Common Elements.

C. SAFETY

1. Walkways and/or sidewalks, if installed, shall not be obstructed.
2. No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drain-ways. Such substances shall include, but not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like, and any and all substances as defined by and as the same as is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.
3. No Owner, guest, licensee, invitee or others shall take any action to interfere and/or impede with the flow of storm water for drainage purposes.
4. Open burning is not permitted on any Lot per the ordinances of Adams Township, except that outdoor fireplaces, fire pits, grills, and chimineas may be used if equipped with fire screens to prevent discharge of embers or ashes.

D. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.

E. REGULATION OF TRAFFIC AND PARKING

1. Outside parking areas other than driveways shall not be permitted.
2. Only licensed motorized vehicles are allowed in driveways and streets of the Planned Community.
3. Except in connection with construction activities, trucks, trailers, and other large vehicles may be parked on a Lot only if in garages. No junk or derelict vehicle or other vehicles on which current registration plates are not displayed shall be kept upon any portion of a Lot. Vehicle repairs and storage of vehicles are permitted on a Lot only if in garages.
4. Campers, recreational vehicles and boats may not be parked in driveway for a period of more than 2 weeks within any six (6) month period for the purpose of cleaning, loading or unloading.
5. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets. No automobiles shall be stored under protective coverings in the driveways or streets.

F. PETS

1. All pets must be registered and inoculated as required by law.
2. Each Lot Owner shall indemnify and hold harmless the Association from any claims of property damage and/or personal injury made as a result of the action of their or their guest's pets.
3. Pets must be leashed and accompanied by a responsible adult at all times when occupying any Common Areas or property not owned by the pet owner. Otherwise, a pet may be fenced or be allowed within the Lot Owner's Lot provided that, in all of the foregoing events, the Owner is available to attend to the pet.
4. Lot Owners must comply with all ordinances of the Township of Adams governing pets.
5. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages caused by their pets.
6. Lot Owners must promptly remove and properly dispose of their pet's droppings.
7. As set forth in the attached schedule, the Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner.
8. No farm animals and no animals of any type except for typical household pets such as dogs and cats shall be kept on the Lots. No chickens, roosters or bees, including coops and beehives, both indoor and outdoor, shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located on Lots or within the Planned Community for commercial purposes.

G. RESERVATION

1. The Declarant reserves to itself the right during the first ten (10) years of the initial term (i.e. until 2029) to prepare and record further covenants and restrictions without joinder of any Owner which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the Lots in the Planned Community and for the health, comfort, safety and general welfare of the Owners of said Lots.
2. Any such amendment after the first ten (10) years of the initial term shall require the requisite percentage of Owners who own Lots in the Plan to join in and consent to the change as required by this Declaration and the Act.

HICKORY GLEN PLANNED COMMUNITY
SCHEDULE OF VIOLATIONS AND PENALTIES

<u>CATEGORY/ VIOLATION</u>	<u>1ST NOTICE</u>	<u>2ND NOTICE</u>	<u>3RD NOTICE</u>
Pets (general)	Written request to pet owner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be imposed for a second violation	A \$100.00 fine will be imposed for each subsequent violation and removal of pet may be required.
Pets (damage to lawn and shrubs)	Written request to pet owner for damage repair within 30 days and notice of consequences for inaction	A \$25.00 fine will be imposed	A \$100.00 fine and costs will be imposed and removal of pet may be required.
Stored/unmoved vehicle	Vehicle ticketed and/or written request for compliance within 72 hours	After 72 hours Township Police will be notified to tow, vehicle owner will be billed	
All other violations	Written request to Lot owner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be imposed for a second violation	A \$100.00 fine will be imposed for each subsequent violation