

The Villas at Five Ponds Community Association

RULES AND REGULATIONS

ARTICLE I - INTRODUCTION and RESPONSIBILITIES

A. PURPOSE:

Under the Community Declaration and By-Laws, it is the duty of the Executive Board (Board) to establish Rules and Regulations to govern our Community and to enforce the Declarations, By-Laws and the Rules and Regulations. Terms used herein are consistent with Definitions in the Declaration, Article III, Section 3.01.

The purpose of the Rules and Regulations is to ensure that all residents have the benefits of living in a well-managed community. By supporting and adhering to the Declaration, By-Laws and these Rules and Regulations, continued enjoyment of a high standard of living and increased values of Villas at Five Ponds homes is ensured.

In the past few years, the Community has grown and, with the benefit of experience, the Rules and Regulations have been amended several times. This current document will provide each Unit Owner (Owner) with the information necessary to understand and abide by the fully revised and updated Rules and Regulations. To avoid confusion, it is suggested that you discard any other copies of previous Rules and Regulations you may have. An Appendix is included which contains the forms necessary to comply with the Rules and Regulations, various specifications, and other information that may be needed. Pertinent sections of the Community Declaration are also included.

B. RESPONSIBILITIES:

1. It is the responsibility of each Owner to maintain his/her Unit in a manner satisfactory to the Association in a safe, clean, and sanitary condition, in good order and repair and according to the standards in the Declaration and these Rules and Regulations set by the Association (**Declaration, Article XVII, Section 17.01c**). Owners are responsible for maintenance and repair of Unit and lot as outlined in the chart in **Appendix A**.

2. Owners shall maintain trees and plants in all mulched and lawn areas on their Property, whether provided by the developer or added later (with Board approval) by the Owner. Owners are responsible for obtaining all permits or variances required by Warminster Township, such as plumbing, electrical, construction, grading, etc.

3. Owners are required to obtain and maintain insurance on their Units, which shall include coverage for damages or destruction by fire and other casualty, and liability coverage for injury to persons or damage to Property occasioned by any use of the Unit. In addition, the Owners are required to have their insurance carrier identify The Villas at Five Ponds Community Association as a certificate holder or interested party so the Association can automatically receive renewals and changes. Note that Units are owned as individual homes, so that Condominium Policies are not appropriate or acceptable. (**Declaration, Article 12, Section 12.10**)

C. ASSOCIATION REMEDIES

In the event that the Unit is not maintained as discussed above under **Article I, Section B, Para 1**, the Association has the right to enter upon the Unit to maintain the Unit, after giving the Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association has the right, without limitation of other remedies, to assess the particular Owner for the cost of such maintenance. (**Declaration, Article XVII, Section 17.01k**)

D. DAMAGE TO OR DESTRUCTION OF A UNIT

1. If a Unit is damaged or destroyed by fire or other casualty, the Owner shall be responsible for repair or reconstruction of the Unit; and, with respect to the exterior of the Unit, the Owner shall use the same design, materials, colors and workmanship as existed in the original Unit. The Management Company has a list of Vendors who have performed services to the Community. The repairs or reconstruction shall commence and be completed as soon as practicable and in good faith.

2. Any insurance proceeds received by the Owner on account of damage to or destruction of the Unit shall be utilized for its repair or reconstruction. If the Owner fails or refuses to commence or complete the repairs or reconstruction in the manner and/or within the time periods set forth above, the Association shall have the right (but not the obligation) to commence or complete the repairs or reconstruction and to assess the Owner for the cost thereof.

3. In connection with the Association's rights hereunder, and in addition to any other remedies to which it may be entitled under the law, the Declaration or the By-Laws, the Association shall have the right to sue the Owner for the recovery of damages or for injunctive relief, or both, together with costs of suit and attorney's fees.

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ARTICLE II - ARCHITECTURAL RULES AND GUIDELINES

A. ARCHITECTURAL REVIEW

1. No building, wall or other structure or improvement including landscaping or plantings (except annual plantings), patios and decks nor exterior addition or alteration to the Unit which changes the external appearance of the Unit shall be installed upon the Unit before the Owner submits to the Board and the Architectural Review Committee (ARC) through the Management Company, an application requesting the Boards' review and approval of such improvement, addition, or alteration. The Request for Approval Form is included herein as **Appendix B**.

2. ARC is responsible to the Board to conduct reviews of and make recommendations regarding exterior change requests, for landscaping changes, and for recommendations of rules and architectural guidance for the general Common Elements; and to advise the Board of its recommendations on external modification requests. All alterations shall comply with Association Architectural Rules and Guidelines as well as all applicable ordinances and resolutions of Warminster Township.

B. PROCEDURES

1. As a condition of approval for a request, an Owner shall assume all responsibilities for maintenance, repair, replacement, and insurance to and for such change. When submitted, the request shall contain proof of compliance with all applicable codes, laws and ordinances. The contractor, if any, must submit a Certificate of Insurance (Liability Insurance with a minimum of \$1,000,000 coverage and Workers Compensation Insurance) with the request. After reviewing the request, the submitted form will be returned to the Owner and indicate approval or denial of the request.

2. In the event the Board fails to approve, with or without conditions, or deny the application within forty-five (45) days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Board, have been submitted, approval will be deemed to have been denied.

3. If the request is denied, the Owner has the right to request, through the Management Company, an appeal hearing with the Board

C. RULES AND GUIDELINES

1. AWNINGS

Only retractable awnings are permitted. The installation of retractable awnings on the Unit must meet certain requirements in keeping with the aesthetic and safety standards of the Community. The retractable awning may be installed over the deck or the patio only. Smart-drop attachments are not permitted. Allowable awning products, colors and specific rules regarding the awnings are contained in **Appendix C** with the necessary signature form for approval by the Board.

2. BIRDFEEDERS AND BIRD HOUSES

Birdhouses and Birdfeeders other than those that were previously grandfathered (installed prior to April 22, 2009) are not permitted unless Owners are preapproved by majority Board vote. Owners with permitted birdfeeders or birdhouses must comply with all current guidelines as approved by the Board on May 13, 2009 and have signed the agreement to follow the approved guidelines. No aviaries, coops, pigeons, or farm birds are permitted.

3. BUG ZAPPERS

Electronic Bug Zappers or beetle bags are not permitted.

4. FANS

Outdoor ceiling fans are permitted. An Architectural Request must be submitted. Fans must be manufactured for outdoor use to avoid rusting or unsafe conditions. Colors must be white or tan only. Attached light fixtures are permitted, but not recommended.

5. FLAGS AND FLAGPOLES

a. Flags and flagpoles must be attached to the Unit and must face the driveway. No free-standing flagpoles are permitted. Only American, Military, or Commonwealth flags are permitted and they must not exceed three (3) feet by five (5) feet in size. One small, doweled American flag with maximum size of 12" is permitted in mulch areas. No decorative flags are permitted.

b. American flags may be displayed at all times provided that the national laws regarding night time illumination are followed. Display of Military/Commonwealth flags is permitted only on President's Day, Iwo Jima Flag Raising Day, Vietnam Veterans Day, V-E Day, Armed Forces Day, Memorial Day, Flag Day, Independence Day, Korean War Veterans Armistice Day,

V-J Day, Patriot's Day, POW/MIA Recognition Day, Veterans' Day, Pearl Harbor Day and the birthday of each branch of the United States Armed Forces.

6. FLOWERS, SHRUBS, TREES and PLANT OPTIONS

a. Flowers may be planted only in the mulch areas, except that NO plastic flowers are permitted in mulch areas or on lawns. Plastic flowers are permitted only on patios/decks or in planters on patios/decks.

b. Owners may install annual planting without Board approval, provided the Owner shall maintain these annual plants at his/her sole cost and expense (**Declaration, Article XVII, Section 17.01q**). Shrubs and/or bushes planted around patios are limited to a maximum height of 36 inches. Other plant options are listed in **Appendix D**.

c. Prior to planting any additional trees, shrubs or bushes the Owner must sign and submit a written architectural change request and receive approval from the Board. Trees and bushes may be planted in the Common Areas but must be approved by the Board prior to planting. Other rules and information concerning planting of additional and allowable trees, shrubs or bushes are contained in **Appendix E** with the necessary signature form for approval by the Board.

7. FOUNTAINS, BABY POOLS AND SAND BOXES

Exterior water fountains, ponds and similar water features are not permitted. Baby pools are permitted only on patios/decks and only during daylight hours. They must be removed after daylight hours and are not permitted on lawns or in mulch beds. Sand boxes are not permitted anywhere at any time.

8. FURNITURE, OUTDOOR

a. Outdoor furniture must be kept on a deck or patio. Outdoor furniture, equipment or objects of any kind cannot be left on the lawn or Common Elements when not in use. Umbrellas on outdoor furniture must be collapsed when not in use. Decorations such as logos, insignias, names, teams, numbers, or cartoons are not permitted on umbrellas.

b. Lightweight furniture or glass-top tables are not recommended. Furniture covers and furniture must be properly secured to prevent wind damage. It is recommended that covers be tagged with house numbers on the inside of the cover.

c. Small benches will be allowed in mulch, walkway or front porch areas with approval by the Board as long as an adjacent or adjoining neighbor does not object.

9. GARAGES

a. Garages must be used for parking at least one vehicle and at least one vehicle must be garaged at night. If two or more vehicles are owned by a Unit it is preferred that two vehicles be garaged at night. A non-garaged vehicle should be kept in the driveway in front of the garage at night without blocking the common driveway. If the interior of the garage and the two spaces in front of the driveway are being used, the overflow vehicles (Owner or guests) are permitted to park on the Clubhouse lot.

b. The garage may not be used exclusively for storage and may not be converted to a living space, office and/or place of business. The garage door is not to be left open unnecessarily.

10. GARDEN DEVICES

Garden devices and tools are to be properly stored in the garage. Hoses are not permitted to be left on the ground. Hoses are to be stored in Hose Boxes, Wheeled Hose Carts, or in the garage when not in use. Hose Boxes and Cushion Boxes are approved for the summer season but it is recommended that they be stored in the home or in the garage during off-season. Cushion boxes must be neutral in color and have maximum dimensions of 30" high by 54" long and 28" in depth.

11. GRILLS

a. Barbeque grills must be used only on an uncovered deck/patio, pad or driveway. Grills must not be used on the lawn, Common Elements, in garages, or in mulch beds. When in use or when cooling, grills must be at least five (5) feet from the house for safety purposes. Grills must be covered when not in use. No decorative covers such as insignias, names, teams, numbers, or cartoons are permitted (except for grill manufacturer's name or logo). Grills may be stored in garages providing the propane tank is removed and stored outside. Any spare tanks must be stored outside.

b. Pads for the grill may be added to the patio but must be approved by the Board. The pad should be a maximum of 3' X 5', contiguous with the patio and of the same material as the patio (concrete or pavers). The pads must be located at least five (5) feet from the house wall and must be on the party wall side of the patio. See **Appendix F** for locations of pad for particular styles of houses. No grill pads are allowed with the Rosewell (unless it has a patio extension) or the Thornhill with a sunroom option and a full patio or deck already installed.

12. GUTTER GUARDS

Gutter guards to prevent leaf accumulations in house gutters may be installed with approval of the Board. Gutter guards approved for use are **Leaf Relief Gutter Protections System, #TP6300** (for existing gutters) or similar systems as approved by the Board. Specifications and information on *Leaf Relief Systems* can be obtained through www.leaf-relief.com. On common or shared gutters, an end cap must be installed between resident sections to restrict overflow of leaves, etc.

13. HOUSE NUMBERS

a. If replacement of original numbers on the house or mailbox is required they must duplicate the original in size, style, color and location.

b. House number display (solar) has been approved with specifications and styles of displays listed in **Appendix G**. Display is to be placed in the mulch area only. This display is in addition to the six (6) other lawn ornaments permitted.

14. LANDSCAPING STONE

All river rock areas must be of similar color and size to those now in position bordering on driveways. Rock beds may not replace mulch or grass areas without approval of the Board.

15. LAWN ORNAMENTS

a. Statues and other lawn ornaments are permitted but are limited to mulch areas and front porch only. Up to six (6) items are allowed per Unit, not including planters and flower pots on decks or patios. Height of items is restricted to thirty (30) inches with the exception of planters and shepherd's hooks. Statues and lawn ornaments should be constructed of durable, non-plastic material. Colors should be natural, compatible with the surrounding environment or blend with the house rather than add contrast.

b. Fine art lawn sculpture exceeding the height restriction may be approved by the Board for placement on Common Areas only.

c. Birdbaths are permitted only as a decoration, and must have a hole in the bottom so as not to hold water.

16. LIGHTING

a. Floodlights or other exterior lighting is permitted beyond those supplied by the developer with the approval of the Board. Uplights are permitted but are limited to a maximum of five (5) and must be low voltage only. One low voltage downlight may be installed over the house number provided the wiring is totally hidden behind the siding or gutter.

b. Outside light fixtures can be replaced with the same fixture or another fixture that has been approved by the Board.

c. Spotlights (150 total watts, 2 maximum) are permitted above the garage door and on rear lots with Board approval. These must be turned off by 11 PM. If security is an issue, a motion detector and/or timer will be required to turn lights on/off (lights must turn off within five minutes). Should the use and installation of the lights disturb a neighbor, the Board can request the removal or change in placement of the lights.

d. Except for the above and for approved pathway lighting, no other outdoor lights are permitted without Board approval. The Association will have no responsibility and/or liability for any outdoor lighting located on a Unit or in mulched areas.

17. PATHWAY LIGHTING

Pathway lighting is limited only to low voltage or solar lights and must be installed only within the mulched areas. Solar lights are not recommended because they are not as bright as wired low voltage lights. Any solar or low voltage lights must be similar in style, design, and appearance as the low voltage lights illustrated in **Appendix H**.

18. PAVERS AND PATIOS

Use of pavers for patios and paths must be approved by the Board. Approved pavers are E.P. Henry Old Towne Cobble Harvest Blend and Belgard Cambridge Cobble Potomac Blend.

19. SATELLITE DISH

A satellite dish (**Declaration, Article XVII, Section 17.01J**) must not be greater than one meter in diameter. The satellite dish must be erected in the rear of the unit in the mulch bed unless such placement impedes reception. The satellite dish and location must be approved by the Board. The satellite dish must be painted to match the basic house color which is Almond (*Duron Weathershield Exterior Semi-gloss, Five Ponds/Shady Brook Cream*).

20. SIDELIGHTS

The sidelight is the glass panel adjacent to the front door. Decorative leaded glass inserts have been approved to replace existing sidelights. These are one piece inside a framed encasement with or without coming (design metal). The coming can only be brass, nickel or copper. The glass must be clear or frosted with no coloring. The frame must be painted white or almond. All sidelights must have Board approval.

21. STONework

Board approval must be obtained prior to any stonework being performed. Stone must be Bucks County Dressed Fieldstone with water table sill. Stone may be installed in the garage area, under the bay window, and/or on foundation stucco areas. The area between garage doors can be done only if both neighbors agree and both sign the Architectural Request form.

22. STORM DOOR

Full view, single panel glass storm doors and triple-track full view self-storing doors are permitted. The top, bottom and side frames cannot exceed four (4) inches in width. No scalloped edges or jalousie windows are permitted. Color must match the door trim. See **Appendix I** for further specifications.

23. RADON REMEDIATION INSTALLATION:

Radon mitigation equipment must be limited to the interior of the house except for a projection through the roof for gas discharge. Exterior pipes or side vents are prohibited. An Architectural Request (Appendix B) must be submitted prior to installation of the equipment.

24. CHIMNEY CHASE COVERS:

Repairs should be made by capping the existing Styrofoam chase cover with aluminum capping directly over the Styrofoam. The capping must extend over the fascia of the Styrofoam with a leading edge extended beneath to cover the bottom edge of the Styrofoam. The capping must have a sloping (or tapered) top to avoid water collection. The color of the fascia must be a close match (gray) to the existing Styrofoam which simulates a concrete cap. The cost and repair is the complete responsibility of the Homeowner and approval of the Board by submission of a request to the Architectural Committee is required prior to installation of any metal capping over the Styrofoam chimney chase cover.

The color of the aluminum material must be Berger Building Products Inc. "Herringbone", Amerimax, Inc. "Herringbone", or Quality Aluminum Products number 819, or equivalent. For approval of equivalents, samples of the aluminum material must be submitted to the Board with the Architectural Request prior to installation. For convenience of the installer, a copy of a drawing for an approved cap design is included in **Appendix Q**. If a design other than Appendix Q is chosen, that design needs to be submitted to the Architectural Committee for review to the Board.

25. EXTERIOR CHANGES:

All exterior/architectural changes made to a Unit must be submitted on an Architectural Request Form for prior written approval by the Board before any installation, replacement, or modification work; those changes/modifications which are documented in the current rules are exempted. Any installation, replacement, or modification work prior to obtaining written approval will incur an immediate \$500.00 fine. The non-conforming installation, replacement, or modification may be required by the Board to be replaced with approved materials and work or restored to its original appearance.

Changes that have been approved by valid Architectural Requests with the then current owner of a Unit will or may require actions from any subsequent owner of the Unit. Examples of these types of actions are: a) the new owner would be responsible to remove any gutter guards installed by a prior owner of that Unit when the Unit has a roof replacement; b) maintaining any additional plant materials on the Unit or adjacent to the Unit in the common area that the prior Unit owner installed; c) maintenance and upkeep of any sprinkler system previously installed. It is the responsibility of any new Unit owner to identify the approved changes to the Unit that they become responsible to maintain. It is recommended that the prior owner should be consulted before closing or contact the property management company to review the records for the Unit.

ARTICLE III - COMMUNITY RULES AND REGULATIONS

A. GENERAL

1. AUTOMOBILES, MOTOR VEHICLES and PARKING

a. Automobile washing, waxing and interior cleaning are permitted on driveways. Automobile repairs or maintenance must be done inside the garage.

b. Driveways, streets and other exterior parking areas on the Property shall be used by Owners, occupants and guests for four wheel passenger vehicles, two wheel motorized bicycles, standard bicycles or scooters for the disabled only. No motor vehicles of any type are permitted to be driven on the lawn areas of Units or the Common Elements. See ***Declaration, Article XVII, Section 17.01m*** regarding prohibitions on recreational vehicles, mobile homes, trailers, boats, or trucks, etc.

c. Parking vehicles on the street or in driveways and/or turnaround area is not permitted during a snowstorm. Violations of this rule will result in an immediate \$100 fine. Vehicles that cannot be parked in garages during a snowstorm must be parked in the center parking spots (only) of the clubhouse parking lot at the discretion of the Executive Board. Any potential or temporary changes to this location will be promulgated prior to a snowstorm. Exceptions will be made only by prior written Executive Board approval.

d. Driveway Turn-around spaces can be used for occasional deliveries, but not for parking unless all Unit Owners in that driveway agree to allow parking.

e. Parking in front of or within eight (8) feet on either side of the mailboxes is not permitted during Postal Delivery times (8 AM to 6 PM, Monday through Saturday). Commercial vehicles may be parked in the Community on a temporary basis only in connection with work on a Unit or Common Element.

f. No Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, or any vehicle having an invalid and expired state motor vehicle inspection sticker parked anywhere on the Property, except if entirely enclosed in the garage. ***Declaration, Article XVII, Section 17.01m.***

2. DUMPSTERS

Approval for use of a dumpster must be obtained prior to delivery. The dumpster may be dropped off on the Owner's portion of the driveway nearest the house and must be of a size small enough that it cannot obstruct access to the common driveway of any other Unit and cannot be located on the street. Drop off and pickup can only be done between the hours of 8 AM and 5 PM. Other regulations and specifications regarding use of a dumpster are contained in **Appendix J** with the necessary signature form for approval by the Board.

3. FIREPLACES, OUTDOOR

Outdoor fireplaces or chimineas are not permitted.

4. GARBAGE AND REFUSE DISPOSAL

a. No portion of any lot or of the Common Elements shall be used or maintained as a dumping ground for rubbish or any type of waste, including garden waste. All trash, garbage or other waste shall be kept in trash and recycling containers provided for this purpose. Check with trash collection company for rules regarding bulk items and yard waste.

b. All trash bins and containers must be stored in the garage except on the day of collection. Trash and recycling containers should not be placed at the curb until dusk or after 6 PM on the night before collections, and taken into the garage by the end of the day of collection. Trash cans and recycle bins must be placed at the curb and not on the grass areas. To minimize trash spillage and/or attraction of animals and pests, trash must be placed at the curb in the containers provided by the refuse company and not in individual bags or cardboard boxes. ***Declaration, Articles XVII, 17.01i.***

5. HAZARDOUS MATERIALS

Hazardous materials such as gasoline, kerosene, fireworks, etc. cannot be kept in or on any lot or unit. The only exception is propane tanks for grills; and all propane tanks, in particular, must be kept outside year around, whether attached to the grill or not. Any damage resulting from violation of this rule will be the responsibility of the Owner.

6. HOLIDAY LIGHTING AND DECORATIONS

a. Decorations that produce excessive glare, noise, or endanger the health and welfare of the community are not permitted. Outdoor holiday lights may be displayed only for Christmas and Hanukkah.

b. Decorations and/or holiday lights associated with Christmas or Hanukkah may be installed and illuminated after November 15 and must be turned off and removed by January 15. Outdoor holiday lighting must be turned off by 12 AM. No lighting and/or decorations may be placed in the Common Elements except for Limited Common Areas if all adjoining and adjacent neighbors agree.

c. One lighted window display in each of two windows is permitted for holidays other than Christmas and Hanukkah. No lights are permitted outlining the windows. All decorations associated with holidays other than Christmas and Hanukkah are permitted for fourteen (14) days before and three (3) days after the holiday.

- d. For all holidays, each Unit shall be allowed up to a total of six (6) items in the mulch, walkway, patio, deck, or entry (including, for Christmas and Hanukkah, the adjacent Limited Common Area). One outdoor display item may be up to six (6) feet in height, and no other items shall exceed forty-eight (48) inches in height.
- e. Non-lighted decorations on entry doors and/or single white candles in windows are permitted at all times.
- f. No inflatable decorations are permitted at any time or for any holiday.
- g. Lights and/or decorations may not be placed on or attached to the roof, gutters, siding, chimneys, or outside window frames.
- h. Decorations and lights for the Clubhouse and the Community Entrances are not subject to this rule.
- i. Notices for violation of any of the above items will be issued by the Management Company with an attached copy of the rule being violated. Failure to comply within seven (7) days will result in a fine of \$25.00 per day.

7. MAILBOXES

Mailboxes, support posts, or utility boxes are not to be used as bulletin boards for lost pets, lost or stolen items, garage sales, security signs, address postings, or other announcements. ***Declaration, Section XVII, 17.01e.***

8. NOISE/NUISANCE

No Owner, resident, occupant or guest of any Unit shall carry on, or permit to be carried on, any practice or activity in or on the Unit or in the Community which unreasonably interferes with the quiet enjoyment or proper use of another Unit or the Common Elements, or which creates or results in a hazard or nuisance. Owners shall use good judgment and consult with neighbors prior to entertaining guests or conducting other activities that could be disruptive or interfere with the neighbors' enjoyment of their Property. ***Declaration, Article XVII, Section 17.01d.***

9. PETS

Dogs must be on a leash at all times and under the control of the Owner, tenant or pet sitter and must be curbed. Dogs may be on a dog tie-out leash on the Owner's Property provided the Owner, tenant or pet sitter is outside, present and in control of the dog at all times. No leash shall be long enough to extend into the driveway, street, or sidewalk areas. Leashes should not be long enough to allow the dogs to extend to the nearest neighbor's property or neighbor's common ground area. Leashes must be removed for lawn maintenance periods. Animal waste must be taken home and disposed of within the Owner's garbage bin. Disposal of solid pet waste in any open area, the Common Elements, storm drain, or on another Owner's Property is strictly prohibited. In no event shall an Owner or occupant of any Unit keep any more than a total of two (2) dogs or cats. Other rules regarding pets can be found in ***Declaration, Article XVII, Section 17.01h.***

10. PORTABLE STORAGE UNITS

Prior to using a Portable Storage Unit (PSU) the Owner must comply with the requirements stated in **Appendix K**. The PSU may be stored at the Property no longer than one week. Only one PSU may be used at the residence at a time with a maximum size of eight (8) feet high by eight (8) feet wide by sixteen (16) feet long and cannot obstruct access to the driveway by neighbors. Other regulations and specifications regarding use of a PSU are contained in **Appendix K** with the necessary signature form for approval by the Board.

11. SECURITY FOBS

Rules, regulations, restrictions and receipt for security FOBS are contained in ***Appendix L.***

12. SIGNS AND OUTDOOR DECORATIONS

a. No sign, banner, flag, billboard, political sign, or advertisement of any kind, including, without limitation, informational signs, "for sale" or "for rent" signs and those of Realtors, contractors and subcontractors, shall be erected on the Property without the prior written consent of the Board. If permission is granted to any Owner to erect a sign within the Unit, the Board reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Owner with a sign to be used for such purposes. Alarm Company signs are permitted in the mulch areas.

b. No sign shall be nailed or otherwise attached to trees or on any of the Common Elements. ***Declaration, Article XVII, Section 17.01e.***

c. Decorations, fixtures, or items of any kind, including speakers, shall not be placed on or attached to the roof, gutters, siding, chimneys or outside window frames at any time. Exception to this is exterior video cameras which, with permission of the Board through Architectural Request (Appendix B), can be attached to soffits or eaves with a maximum of four. For houses with basements, one additional camera will be permitted under the deck for a maximum of five.

13. SPRINKLER SYSTEMS, UNDERGROUND

The installation of underground sprinkler systems must meet certain requirements in keeping with the aesthetic and safety standards of the community. The Owner is free to select a vendor who must be licensed and insured, and the installation must be approved by the Board prior to start of work. Complete rules and regulations concerning the underground sprinkler systems are contained in **Appendix M** which is also the Agreement to be signed prior to approval.

14. STEPPING STONES

Stepping stones are only permitted in the mulch areas of a home and NOT on the grass or lawn areas.

15. TENANT(S), GUESTS, and CONTRACTORS

Each Owner is charged with the responsibility of directing tenants, guests and/or Contractors to comply with the Association's Declarations, By-Laws, Rules and Regulations, etc. and is responsible for their compliance. The Owner will be responsible for any and all damages, fees, costs, fines and penalties incurred as a result of their failure to comply.

16. TENTS, TANKS, ACCESSORY BUILDINGS

In Accordance with the **Declaration, Article XVII, Section 17.01p**, no tents, storage tanks or accessory buildings or structures shall be erected or permitted to remain on a Unit. An immediate \$300 fine per day shall be imposed by the Board for violation of this regulation.

17. WATERING LAWNS

Each Owner is responsible for watering of all plants, shrubs, trees, flowers and associated lawn areas. Residents shall abide by State, County or Township watering restrictions.

18. WIND CHIMES

Wind chimes (one set only), 24" or less in length, are permitted as long as an adjacent or adjoining neighbor does not object.

19. WINDOW AIR CONDITIONERS

Window air conditioners are not permitted.

20. SNOWSTICKS

Snowsticks are only permitted December 1 to March 31. These dates are at the discretion of the Executive Board and can be changed accordingly, as needed. Sticks must be less than 1/2 inch in diameter and no disc reflectors are permitted. A maximum of six (6) sticks on any one driveway is permitted, with 2 at the street end of the driveway, 2 at the turnaround area, and 2 at the center end (garage area) of the driveway. The Association assumes no responsibility for replacement of missing or damaged sticks in any manner.

21. ICE MEDIATION AND/OR ICE CONTROL:

AT NO TIME IS THE ASSOCIATION OR ITS CONTRACTOR OR CONTRACTORS RESPONSIBLE FOR ICE MEDIATION AND/OR ICE CONTROL WHICH RESPONSIBILITY FOR DEICING IN ALL EVENTS, AND AT ALL TIMES REMAINS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER, including, by way of example and not limitation, initial ice mediation and/or ice control; the result of snow accumulation adjacent to the driveway and/or entry/service walk which snow melts and results in water refreezing; water from melting snow from a homeowner's roof that is directed by a downspout or otherwise on to the homeowner's driveway and/or entry service walk and freezes; rain freezing; snow freezing. See **Appendix P**.

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B. CLUBHOUSE RULES AND REGULATIONS

1. HOURS OF OPERATION

Hours of operations are from 5:00 AM to 11:00 PM subject to adjustment by the Board as it sees fit. Hours may be extended for Association sponsored or other approved events. Use of Clubhouse facilities is reserved for residents in good standing (Owners/Tenants) and their allowable guests for permissible activities. Non-resident Owners with Tenants cannot use the Clubhouse and facilities or attend Association functions.

2. ACCESS FOBS

Entry into the Clubhouse by residents is allowed only with an Association issued FOB. See **Appendix L** for FOB information, regulations and form for receipt.

3. GUESTS

- a. Guests in the Clubhouse are limited to 4 persons per Residential Unit at any one time. No private functions or guest seminars are permitted at anytime in the Lounge, Library, Ballroom or Card Room. All guests must sign in when entering the Clubhouse and must be accompanied at all times by the resident who will be responsible for the guests' behavior.
- b. Tenants whose Unit Owners are in good standing with the Association are permitted to use the Clubhouse facilities.
- c. The pools, tennis court, Ping Pong Table, and Billiard Table each have their own separate guest policies.
- d. The fitness center does not have any guest privileges. It is only for residents and tenants in good standing.

4. ALCOHOLIC BEVERAGES

The legal drinking age in Pennsylvania is 21 years old. Residents must supply their own alcoholic beverages for all functions at the Clubhouse.

5. CARD ROOMS AND CONFERENCE ROOM

Card tables and the conference room may be reserved for community activities by notifying the calendar coordinator and logging the activity into the Clubhouse Reservation Book.

6. BALLROOM RESERVATIONS

When for the community, the reservation must be put on the calendar by the coordinator and the activity must be logged into the Clubhouse Reservation Book. For non-community affairs, the resident must sign contracts with the Association and must adhere to all the terms and conditions of the contract. During a private affair the kitchen and ballroom are off limits for non-invited residents and their guests.

7. BILLIARD AND PING PONG TABLES

Using the sign-up sheet in the lobby, the Billiard Table or Ping Pong Table may be reserved for one (1) hour at a time with no consecutive reservations allowed. Guests must be 19 years of age or older and must be accompanied by the resident to use the Billiard Table.

8. SMOKING POLICY

Without exception, smoking is not permitted anywhere in and around the Clubhouse including pool areas, walking paths, and tennis courts.

9. CLUBHOUSE PROHIBITIONS

The Clubhouse prohibitions include, but are not limited to, the following:

- a. Animals, other than those certified for assistance to physically handicapped persons and accompanied by them, are not permitted at any time.
- b. Wet bathing suits and bare feet are not permitted at any time except in the indoor pool room and locker rooms.
- c. There is no overnight usage of lockers. Residents must supply their own locks for usage of the lockers during regular hours. Locks left overnight may be cut and removed.
- d. Loud, obnoxious, rude, inappropriate behavior, noise or other activities that disturb users of the Clubhouse will not be tolerated and are not permitted.
- e. No political events are permitted for rental of the Ballroom, and no political meetings or seminars of any sort will be permitted in any area of the Clubhouse. Religious meetings, classes, or seminars, except for educational purposes, are

prohibited in the Clubhouse. All of the foregoing will require review by the Board on a case by case basis. Religious occasions such as weddings, bar/bat mitzvahs, funeral services, etc. may be permitted for rental of the Ballroom.

10. DAMAGES

Any damage of equipment or the facility must be reported to a Clubhouse Committee member, Lobby Front Desk, or a Board member. Any damage to the Clubhouse or its equipment will be repaired by the Association and a determination will be made by the Board concerning the liability of the Owner responsible.

11. GENERAL RULES

- a. Cell phones must be turned off or put on vibrate. Conversations must be kept private so as not to disturb others.
- b. To control costs, residents should take an active part in the operation of the facility by keeping it neat and clean. The last one out of a room should turn off all lights or TVs. Residents are responsible for cleaning up his/her area after each community function.
- c. Residents should not touch any switch other than light switches or TV where permitted; and should leave everything else to a Clubhouse Committee member or a Board member. No unauthorized opening of protected covers is permitted.
- d. Anyone who uses any of the Clubhouse facilities does so at his/her own risk and responsibility. The Association is not responsible for any accidents or injuries in connection with the use of its facilities. Accidents should be reported to the Management Company (currently Continental Management Co. at 215 343-1550)

12. CLUBHOUSE KITCHEN RULES

- a. When using the kitchen it is important that it be kept clean and sanitary; all trash must be placed in a trash container and spills on tables or floors must be wiped up immediately.
- b. The refrigerator must be cleaned once a month. Any food left in the refrigerator during the week will be thrown out on Sundays.
- c. Make sure all appliances are left in the off position. After use, unplug the used coffee pots and wash them.

13. LIBRARY RULES

- a. The Library operates on the honor system. There are no sign-out cards in the books and no sign-out logs.
- b. When a book is returned or donated, it must be put in the appropriate place.
- c. All children under the age of 14 must be accompanied by an adult.
- d. No food is permitted in the Library. Proper Library behavior is required (quiet voices, no cell phone conversations, and respect for the surroundings).
- e. No card playing is permitted in the library.

14. GAME COMMITTEE RULES

Food and drink are allowed in the Card Room and Lounge, but no glass containers or any type of fragile container. All games are first come, first served on Friday, Saturday and Sunday. No guests under the age of 19 years are allowed in the Card Room or Lounge.

C. POOL, FITNESS CENTER and TENNIS COURT RULES

1. HOURS OF OPERATION

- a. **Indoor Pool** - Open throughout the year 5:00 AM to 11:00 PM subject to adjustment by the Board as it sees fit.
- b. **Outdoor Pool** - Open Memorial Day weekend until the end of September, weather permitting. Opening and Closing dates are subject to Board decisions and will be announced. Hours are from 9:00 AM to Dusk.
- c. **Fitness Center** – 5:00 AM to 11:00 PM subject to adjustment by the Board as it sees fit.
- d. **Tennis Court** - 8:00 AM to Dusk

2. POOL SAFETY AND ENTRY

- a. There is no lifeguard at the Pools. For safety it is required by Bucks County law that a minimum of two (2) people must be present in the Pool areas when someone is swimming.
- b. Entry to the Pool areas should be through the Single Door Entrance and not the Main Entrance Doors. Pool gates can only be used for exiting the Pool areas.
- c. If pool activity is scheduled, the pool is closed to open swimming.

3. GUESTS

- a. Residents must accompany all guests, including children, at all times and must assume responsibility for them and their actions. Two adults must be present for more than two children. A maximum of eight (8) people including guests and residents from each Unit is permitted Monday through Saturday. On Sunday, a maximum of six (6) including guests and residents from each Unit is permitted.
- b. Residents must utilize Guest Passes with each guest using one pass per day. A Guest Coupon Book of 10 passes per book can be purchased at the Clubhouse Front Desk or from the Management Company.
- c. Residents are responsible for registering their guests, using the honor system, depositing their guest's ticket in the box located at the Pool entrance and adding their house address on the ticket at that time.
- d. Pool guests are not permitted on days when there are Association-sponsored events unless excepted by the Board. Residents cannot hold any individual events in the Pool area.
- e. Children under the age of 14 or pregnant women are not permitted in the Spa.

4. POOL RESTRICTIONS AND PROHIBITIONS

- a. To maintain the proper chemical balance in the Pools, all persons are required to rinse off in the locker room or outdoor showers prior to entering the Pools or Spa.
- b. Regardless of age, no one is permitted at any time in the Pools or Spa wearing diapers or "Depends" type items. A fine of \$25 will be imposed for each violation and all costs of pool maintenance, testing and remediation, if required, will be charged to the owner and/or tenant.
- c. Anyone with open wounds or sores may not enter the Pools or Spa and will be subject to the same fines and costs as noted in para b above.
- d. Appropriate attire must be worn in the Pool Areas and for entering the Pools or Spa. No wet attire or bare feet are permitted in the clubhouse past the locker room areas.
- e. Diving, jumping or unnecessary splashing is not permitted in the Pools. Floats or rafts are not permitted in the Pools. However, noodles and kickboards as needed for water therapy are permitted. Swimming aids are permitted for small children.
- f. Inappropriate behavior, such as swearing, drunkenness, yelling, screaming, mistreatment of the facilities, etc. will not be tolerated. Violators may be warned, fined and/or lose their Pool and Clubhouse privileges until reinstated by the Board.
- g. No pets are permitted in or around the Pool areas.
- h. Any personal audio, I-pods, or video devices must be used with earphones.

5. POOL AREA FURNISHINGS

- a. Only Association-provided furniture will be permitted in the entire Pool area with the exception of wheelchairs and other equipment for the physically challenged. Strollers are allowed during operating hours, but must be parked in a way that does not interfere with the free movement of others.
- b. Chairs, chaises or tables may not be reserved.
- c. Residents are responsible for restoring the Pool area to the condition in which they found it. Chairs, chaises, umbrellas, etc. must be returned to their original location. Umbrellas must be closed.
- d. The Community Grill will be available to Residents if it is not being used for Community Functions. Residents wishing to use the Grill must sign up at the Front Desk of the Clubhouse. Simultaneous multi-family usage is encouraged. Maximum allotted time for usage is 45 minutes which includes clean-up time. Clean-up should include scraping of the grill so it is ready for use by the next person(s). All attendees at Community Functions are responsible for cleaning up. Simultaneous multi-family use is encouraged.

6. FOOD AND BEVERAGES

- a. Food can only be consumed in the designated eating areas.
- b. Alcoholic beverages are not permitted in the Pools, Fitness Room, or Tennis Court area. Non-alcoholic beverages are permitted in non-glass containers only.
- c. All trash/garbage must be placed in available receptacles and all belongings must be removed when leaving the Pool or Tennis Court areas.

7. POOL DAMAGES OR MALFUNCTIONS

Residents are requested to report immediately any damage, malfunction or chemical problem with the water to any member of the Pool Committee or a Board Member.

8. FITNESS CENTER RULES

a. **THE FITNESS CENTER IS FOR RESIDENTS ONLY. NO CHILDREN OR GUESTS OF ANY AGE ARE PERMITTED AT ANY TIME, EVEN IF ACCOMPANIED BY A RESIDENT. ANY INFRACTION OF THIS RULE WILL RESULT IN AN IMMEDIATE FINE OF \$100 FOR THE RESPONSIBLE RESIDENT.**

b. There is a thirty (30) minute time limit for each machine. Equipment should be wiped off after each use by resident (liquid cleaner and paper towels are available).

c. To prevent serious trip and fall hazards after use, all free weights must be placed in their proper racks or original location. Weights must be set down gently during and after use. Dropping of weights at any time is prohibited.

d. Proper attire is required. No black-soled shoes that may scuff equipment are permitted. No wet bathing suits are allowed in the Fitness Center.

e. Damaged or improperly operating equipment should be reported to the Front Desk or to a member of the Clubhouse Committee or a Board member.

9. TENNIS COURT RULES

a. A resident must accompany guests and/or children at all times. Safety and courtesy must be practiced at all times. Sign up for Court use at the Front Desk.

b. Proper and appropriate attire, including shirts, is required. Only Tennis Shoes or non-streaking sneakers or athletic shoes are permitted.

c. Activities such as roller skating, roller blading, street hockey, or skateboarding are not permitted on the Court at any time.

d. A maximum of four (4) tennis players are permitted on the Court at one time.

e. The Court should be relinquished after one (1) hour. Starting and ending times are on the hours. No successive hours are permitted.

f. If no one in the party appears on the Court within the first fifteen (15) minutes of the allocated time, anyone may use the Court for the remainder of the hour.

g. Players using the Court play at their own risk.

10. GENERAL

a. Residents are encouraged to report any violations of these rules to the Board or Management Company. All reports will be kept confidential.

b. Anyone who uses the pools, spa, fitness center, and/or tennis courts does so at his/her own risk and responsibility. The Association is not responsible for any accidents or injuries in connection with the use of any of its facilities. Accidents should be reported to the Management Company (currently Continental Management Co. at 215 343-1550)

ARTICLE IV. FINES AND ENFORCEMENT PROCEDURES

1. Reporting Violations: Complaints concerning violations of the Rules and Regulations, the Declaration or the By-Laws may be initiated by the Board or an Owner. An Owner's Complaint must be submitted in writing to the Board through the Management Company by letter or Owner's Report of Violation (see **Appendix N**). It must be signed, dated and specific enough in detail for the Board to determine if an investigation is warranted. The Board will not take action on anonymous Complaints, and the source of all Owner initiated Complaints will remain confidential unless otherwise required by law.

2. Investigation of Complaints: A Complaint will be investigated by a member or members of the Board or by a member or members of a committee assigned by the Board to determine if a violation exists.

3. Violation Notice: If a violation is found to exist, the Board will send written notice to the Owner (and to the Tenant, if applicable), with instructions to correct the violation within a maximum of 10 days in order to avoid a fine or penalty. The Owner/Tenant is responsible to correct the violation and to notify the Board within 10 days. Depending upon the nature of the violation, the Board may specify a time period that is greater or less than 10 days to correct the violation.

4. Hearing: If the Owner/Tenant does not agree that there has been a violation, he/she may request a hearing before the Board. That request must in writing, sent to the Board through the Management Company, and received within 10 days after the receipt of the violation notice. The Board will then schedule a hearing and will notify the Owner/Tenant of its time and place. At the hearing, the Owner/Tenant will be entitled to present evidence and/or an explanation as to why he/she believes that there has not been a violation. The Board will either dismiss the Complaint or affirm the existence of the violation, in which case the Owner/Tenant will be allowed an additional 5 days to correct it. If the Owner/Tenant fails to appear at the hearing, the violation will be upheld, and the Owner/Tenant will be fined \$25, in addition to any fine or penalty for the violation.

5. Fines and Penalties: If the Owner/Tenant fails to correct a violation within the time period required, a fine or penalty will be assessed, and the Board will notify the Owner/Tenant in writing. In most instances, the fine will be in accordance with the Violations and Fines Policy set forth in **Appendix O**. However, the Board shall have full authority to establish additional or alternative fines and/or penalties in accordance with the nature of the violation. Any fine imposed is due and payable within 5 days after the receipt of the notification, and it shall be paid or collected in the same manner as monthly assessments.

6. Legal Actions: If after 30 days a violation is not corrected and/or a fine (plus any costs) is not paid, the Board shall have the right to take legal action to compel compliance and/or to collect the fine. In such event, in addition to any other liability, the Owner/Tenant may also be responsible for the costs of the suit and attorney's fees.

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APPENDICES

APPENDIX A

The following is a list of the Unit Owner and Association's maintenance, repair and replacement responsibilities. Each Owner is responsible for maintaining and repairing his/her Unit and Property. The Association is responsible for maintaining the common ground, clubhouse, and the exterior of the buildings.

	OWNER	ASSOCIATION
UNIT OWNER Property		
A/C units/related wires & pipes/Appliances/Hot water heater: <i>Maintenance, Repairs, Replacement, Pad under Unit</i>	X	
Alarm systems (Private units): <i>Maintenance, Repairs, Replacement, Monitoring</i>	X	
Basements: <i>Water seepage, Sump Pump Maintenance, Repairs, Replacement</i>	X	
Chimney/Fireplace: <i>Repairs, Cleaning, Caps, Flashing leaks</i>	X	
Decks and Railings: <i>Maintenance, Repairs, Replacement</i>	X	
Doors (entrance) & Frames: <i>Painting Outside (on scheduled basis)</i>		X
<i>Painting Inside, Maintenance, Repairs, Replacement, Locks, Hardware</i>	X	
Doors (Sliding, Storm, Garage): <i>Maintenance, Repairs, Replacement</i>	X	
Driveways: <i>Resealing, Snow Removal, Ordinary and Periodic Repairs, Replacement</i>		X
Driveways: <i>Misuse, Abuse, or Accident not part of Ordinary and Periodic Repairs</i>	X	
Dryer Vents: <i>Cleaning, Repairs, Replacement</i>	X	
Exterminating: <i>Inside & Outside Home</i>	X	
Gutters, Downspouts, Underground Drains to Point of Discharge and Gutter Guards: <i>Cleaning, Repairs, Replacement</i>	X	
House Numbers (<i>Must Conform</i>)	X	
Lawn Reseeding		X
Lawn Mowing/Trimming: <i>Edging, Turf Applications, Fall and Spring Cleanup</i>		X
Lawn Watering (<i>including adjacent common area</i>)	X	
Lights, Exterior: <i>Maintenance, Repairs, Replacement, Bulb Replacement</i>	X	
Patios and Decks: <i>Maintenance, Repairs, Replacement</i>	X	
Roof Sewer Vent: <i>Flashing Leaks, Replacement</i>	X	
Roof Shingles: <i>Replacement (at end of useful life)</i> <i>Maintenance and Repair</i>	X	X
Sewer Line: <i>Cleaning, Repairs, Replacement of Unit Line</i>	X	
Shrubbery and Planting Beds: <i>Edging, pruning and Mulching each Spring</i> <i>Shrubbery Replacement, Weeding of Beds</i>	X	X
Siding, Shutters & Aluminum Trim: <i>Maintenance & Repair</i> <i>Exterior Painted Wood Trim (per schedule)</i>	X	X
Streetlight: <i>Maintenance, Repair</i>		X
Trash Removal		X
Trash Removal: <i>Bulk Items, Hazardous Waste, Building Materials</i>	X	

	OWNER	ASSOCIATION
Tree Watering (<i>including adjacent common area</i>)	X	
Unit Structure, Foundation and Slabs	X	
Walkways from Driveway to Front Door:		
<i>Maintenance, Repair, Replacement</i>	X	
<i>Snow Removal of two (2) inches or more</i>		X
<i>Ice Mediation and/or ice control the result of snow accumulation adjacent to the driveway and/or entry/service walk which snow melts and results in water refreezing; water from melting snow from a homeowner's roof that is directed by a downspout or otherwise onto the homeowner's driveway and/or entry/service walk and freezes; rain freezing; slush freezing</i>	X	
Water Pipes/Water Spigot & Homeowner installed Sprinkler Systems:		
<i>Maintenance, Repairs, Replacement, Winterize/Summerize</i>	X	
Windows and Frames:		
<i>Glass and Unit Replacement and Frame Repairs</i>	X	
<i>Flashing Leaks and Recaulking</i>	X	
<u>ASSOCIATION Property – CLUBHOUSE</u>		
All Maintenance, Repairs, Replacement		X
<u>ASSOCIATION Property – GROUNDS</u>		
Common Roads and Parking Areas:		
<i>Snow Removal, Repairs, Replacement</i>		X
Curbs: <i>Repairs, Replacement</i>		X
Entrance and Street Signage:		
<i>Maintenance, Repairs, Replacement</i>		X
Fences on Common Area, Lamp Posts/Site Lighting:		
<i>Maintenance, Repairs, Replacement, Painting</i>		X
Utility Lines: <i>Common Main Line Repair/Replacement</i>		X
<i>Cleaning, Lawn Vent Cap Replacement</i>		X
Sidewalks (common): <i>Snow Removal, Repairs, Replacement</i>		X
<u>ASSOCIATION Property – LANDSCAPING</u>		
Common Area Sprinkler Systems, Association Owned:		
<i>Maintenance, Repairs, Replacement, Winterize/Summerize</i>		X
Detention Basins/Swales: <i>Mowing, Maintenance</i>		X
Lawn Maintenance: <i>Turf Applications, Mowing</i>		X
<i>Reseeding/Resodding, Leaf Removal, General Maintenance</i>		X
Lawn and Tree Watering: (<i>adjacent to Owner Property</i>)	X	
Tree & Shrubbery Beds:		
<i>Mulching, Weeding, Leaf Removal, Chemical Applications</i>		X
Trees & Shrubbery:		
<i>Spraying/Fertilization, Trimming, Replacement</i>		X
<u>OTHER</u>		
Fire Hydrants: <i>Maintenance</i>		X
Mailbox: <i>Non-scheduled Maintenance or Repair</i>	X	
Mailbox and Post Replacement at end of life and ordinary and Periodic Repair		X
All Retaining Walls and Fences: <i>Normal Wear and Tear</i>		X
Retaining Walls and Fences (Limited Common): <i>Non-normal abuse</i>		X
Retaining Walls and Fences (Common) : <i>Non-normal abuse</i>		X

APPENDIX B



Request for Approval of **ARCHITECTURAL or LANDSCAPE Change or Modification**

ALL EXTERIOR CHANGES OR MODIFICATIONS REQUIRE ADVANCE APPROVAL.

- **A drawing of the proposed alteration** with the model and plan of the home must be **drawn to scale on a separate piece of paper**, not less than 8.5" by 11", with all pertinent dimensions noted.
- **A copy of the Contractor's Proposal**
- **A Certificate of Insurance** showing coverage of Workers Compensation Insurance and a minimum of \$1,000,000 Liability Insurance naming The Villas at Five Ponds must accompany this request.
- **Signed Appendix E** Additional Trees/Shrubs/Bushes Agreement Form.
- This form is submitted to the **Executive Board** through the **Architectural/Landscaping Committee** in accordance with the Declarations, Article XVIII.
- **Initial submission** should be through the Management Company:
THE VILLAS AT FIVE PONDS COMMUNITY ASSOCIATION
975 Easton Road, Suite 102,
Warrington, PA 18976

Name of Applicant: _____ Model: ☐ Thornhill ☐ Willow ☐ Rosewell ☐ Mulberry
Address: _____ Telephone: _____ Email: _____

I/we have read and understand all the required and appropriate Rules and Regulations regarding the changes/modifications and/or usage concerning my request and agree to be bound by them.

Signature(s): _____ Date: _____

DETAILED DESCRIPTION of proposed change or modification (Please attach an additional sheet, if needed):

REASON for proposed change or modification:

Architectural Committee Recommendation: ☐ Recommend **approval of the request as presented.**

☐ Recommend **approval of the request with the following conditions:**

☐ Recommend request for approval be **denied for the following reasons:**

Committee recommendation by: Signature(s): _____ Date: _____

Following approval by the Executive Board, the **Homeowner is responsible for obtaining any applicable permits from Warminster Township.** Exterior changes **must be completed within six (6) months** of the approval letter and in accordance with Association Rules and Regulations.

Board Approval/Denial by: Signature(s): _____ Date: _____

APPENDIX C

RETRACTABLE AWNINGS

1. Prior to installing a retractable awning, the Owner must sign and submit a Request for Approval Form, this form, the proper insurance forms, and receive written approval of the Board.
2. The Owner is free to select an awning vendor, contractor and/or installer (Contractor).
 - a. The Owner and Contractor must comply with all the rules and regulations governing the installation, maintenance and repair of any retractable awning and must obtain and pay for any and all permits as required by Warminster Township.
 - b. The Contractor must provide written proof of liability insurance (\$1,000,000 minimum) and workers compensation insurance prior to commencement of installation, maintenance, and/or repair work.
3. The retractable awning may be installed only over a deck or patio. The awning, when opened, may not project beyond the edge of the patio or the deck over which it is installed and no extension or smart drop attachment may be added. If a motorized (electric) unit is installed, it must have a manual override to ensure that the awning can be retracted in the event of an electrical outage. The awning must be retracted when not in use, particularly at night.
4. The only approved awning product is *Sunrise #2000 by Perfecta*, or its approved equivalent. The only approved fabric and fabric color is *Sunbrella Linen #4633*, or its approved equivalent. The only approved color for the mounting of the trim (frame, hood finish and accessories) is *Sunbrella Beige #4683*, or its approved equivalent. For approval of equivalents, @ samples (fabric, color, etc.) must be submitted to the Board.
5. Awnings must be properly maintained at all times in accordance with the manufacturer=s recommendations and must be kept clean and in good repair. The purchase, installation, repair, maintenance and any other awning-connected issues are the sole responsibility of the Owner.
6. If any damage occurs to the awning or its mounting, or if the awning becomes frayed, torn, shabby, faded, or unsightly in appearance it must be repaired, replaced, or the entire unit must be removed. The cost of repair, replacement or removal is solely the responsibility of the Owner. If it is removed, the exterior of the Unit must be restored to its original condition.
 - a. Necessary repairs, if needed, should be reasonably completed within three (3) weeks. The Association is not responsible for any work done or damage caused by any Contractor.
 - b. If there is any violation of the foregoing requirements the Association will arrange for the necessary changes and repairs to be made and will charge the costs to the Owner as an exterior maintenance assessment.
7. If the installation causes damage to any Property, including but not limited to, the Owner's Property, any adjoining Property, or any other Property belonging to or for which the Association bears any responsibility, the Association will arrange for the necessary changes and repairs to be made and will charge the costs to the Owner as an exterior maintenance assessment.
8. No lights or Unit numbers are to be relocated on account of the installation of the awning. The awning must be retracted when using a barbeque grill. Such use under the awning is prohibited as it is a fire hazard.

I have read and understand the above “Retractable Awnings” and agree to be bound by them.

By: _____ Date: _____

Address _____ Board Approval _____ Date _____

APPENDIX D

PLANT OPTIONS

A. DECK AND PATIO PLANT MATERIAL OPTIONS

1. **Ornamental Grasses:** Pennisetum, Japanese Sedge.
2. **Perennials:** Coreopsis, Sedum, Liriope, Day Lily.
3. **Evergreen Shrubs:** Arborvitae, Holly, Cypress, Azalea, Yew Juniper, Dwarf Alberta Spruce.
4. **Deciduous Shrubs:** Sand Cherry, Viburnum, Spires, Euonymus, Cherry Laurel, Lilac.

B. ADDITIONAL APPROVED TREES, SHRUBS AND ORNAMENTAL TREES

1. Recommended Site Tree Plantings:

a. **Shade Trees** - Pears (no Bradfords), Zelkova, Maples, Oaks, Ash, Sycamore, Locust.

b. **Evergreen Trees** - Spruce, Fir, Hemlock, Leyland Cypress, Holly, Beech, Pines, Black Pyramidal.

2. Recommended Shrubs for Foundation Plantings:

Common Boxwood, English Boxwood, Oakleaf Hydrangea, PJM Rhodendron, Spreading Yew, Abelia, Glossy Abelia, Azalea, Japanese Barberry, Butterfly Bush, Wintergreen Boxwood, Dwarf English Boxwood, Goldthread Cypress, Japanese Holly, Shamrock Inkberry, Ilex X Meserveae, Chinese Juniper, Otto Luykens Cherrylaurel, Bumalda Spirea, Japanese Spirea, Palibin Lilac, Miss Kim Lilac, Knockout Rose, Hicksii Yew, Hatfield Yew, Andorra Juniper, Crimson Pygmy Barberry, Birds Nest Spruce, Mugo Pine.

3. Recommend Plantings of Ornamental Trees:

Bloodgood Japanese Maple, Threadleaf Japanese Maple, Cornus Florida, Cornus Rubra, Cornus Kousa, Saucer Magnolia, Star Magnolia, Thundercloud Plum, Okame Cherry, WG Snowgoose Cherry, Snow Fountains Cherry, River Birch, Japanese Snobell, Amelanchier, Red Bud.

APPENDIX E

ADDITIONAL TREES/SHRUBS/BUSHES

1. Prior to planting any additional trees, shrubs or bushes (Plantings), the Owner/Tenant must sign and submit a Request for Approval Form, this form, the proper insurance forms, and receive written approval of the Board.
2. The Owner is free to select a nursery/gardener (Contractor) and is free to select Plantings from the Approved List provided by the Association (Appendix D).
3. The Owner and Contractor must comply with all the rules and regulations governing the Plantings and the contractor must provide written proof of liability insurance (minimum \$1,000,000) and workers compensation insurance.
4. For safety, the Owner or Contractor must contact PA ONE CALL and request proper identification of all underground utilities before any tree planting is commenced. The Owner and Contractor are jointly and severally responsible for any damage to underground utilities caused by tree planting.
5. Plantings may be planted in the Common Elements. Mulch bed(s) may be added or expanded around the patio or deck and/or expanded to incorporate the mulch bed(s) around neighboring trees after submission of the appropriate forms (above) and written approval of the Board.
6. The cost and expense to repair any damage to the Common Elements and the cost to replace any Plantings is solely the responsibility of the Owner.
7. The additional Plantings may not be left to grow untrimmed and unshaped. If the Owner fails to cut or trim any of the Plantings, after notice from the Board, the Board may contract to have such Plantings cut or trimmed with the costs to cut or trim charged solely to the Owner.
8. In the event any Plantings become diseased or infested with insects, the Owner is responsible to treat such diseased or insect infestation to prevent its spread to neighboring trees, shrubs, bushes and/or flowers. If the Owner fails to treat any Plantings that become diseased or insect infected, after notice from the Board, the Board may contract to have such Plantings treated, and the costs of which will be charged solely to the Owner.

I have read and understand the above "Additional Trees/Shrubs/Bushes" and agree to be bound by them.

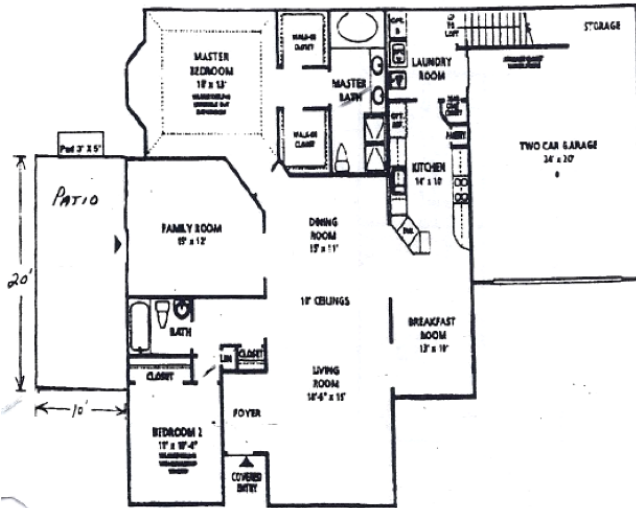
By: _____ Date: _____

Address: _____ Board Approval: _____ Date: _____

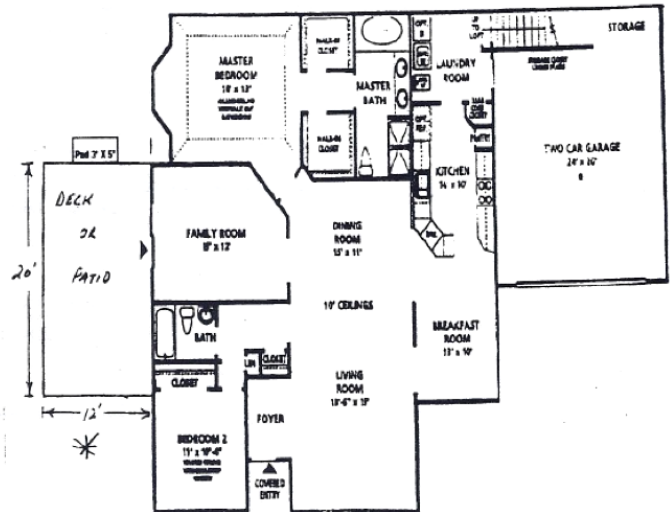
APPENDIX F

PATIO PLANS AND LAYOUTS FOR GRILL PADS

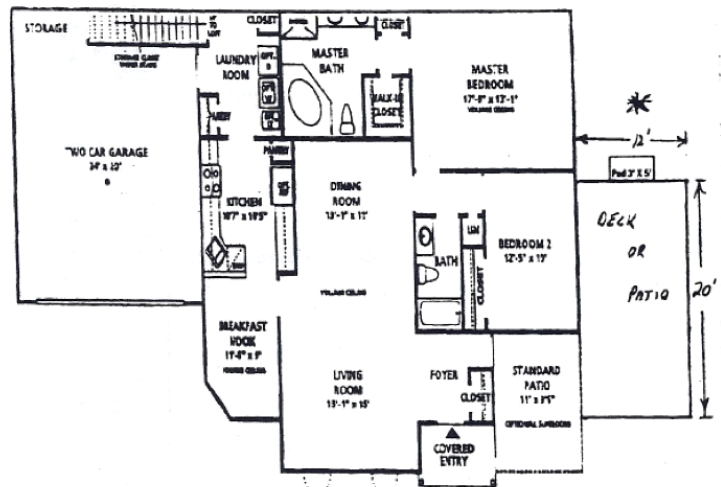
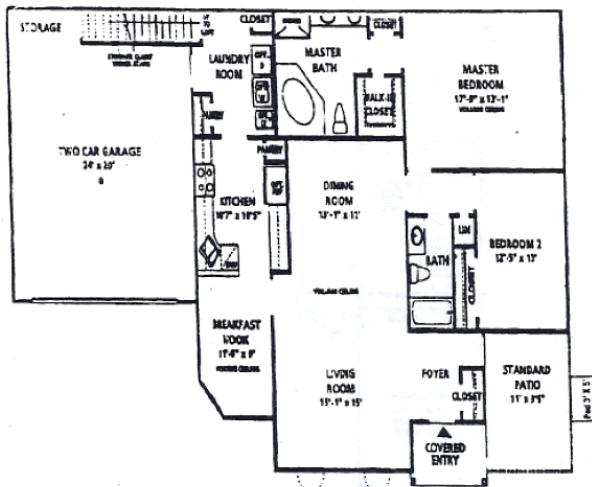
The following diagrams show locations for grill pads where permitted and normal patio layouts. Note that where perimeter lot patios are shown (indicated with an asterisk) the maximum patio depth is 12' while the comparable street lot maximum depth is 10'.



Street Lots



Perimeter Lots

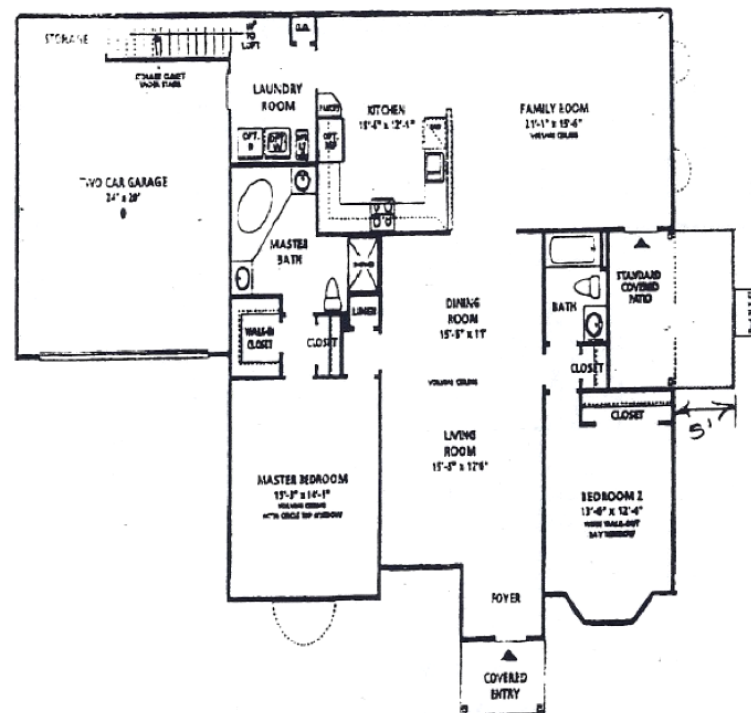
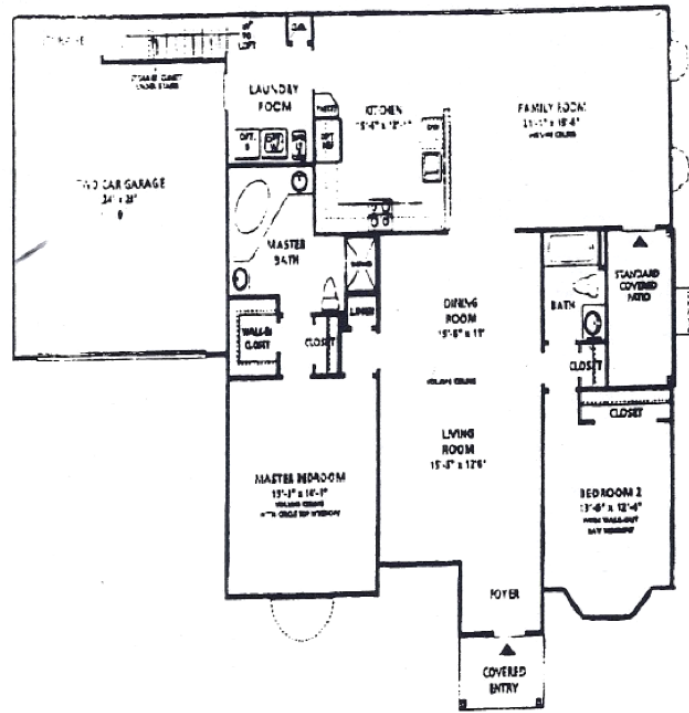


THE MULBERRY
(Perimeter or Street Lots)

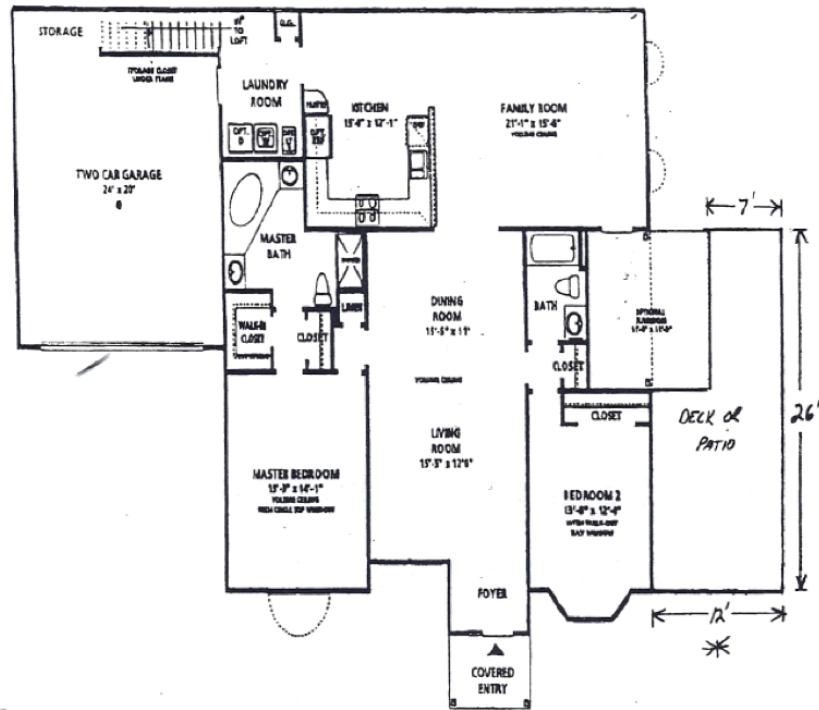
APPENDIX F

THE THORNHILL

Grill pads permitted only with no optional sunroom - Perimeter or Street Lots

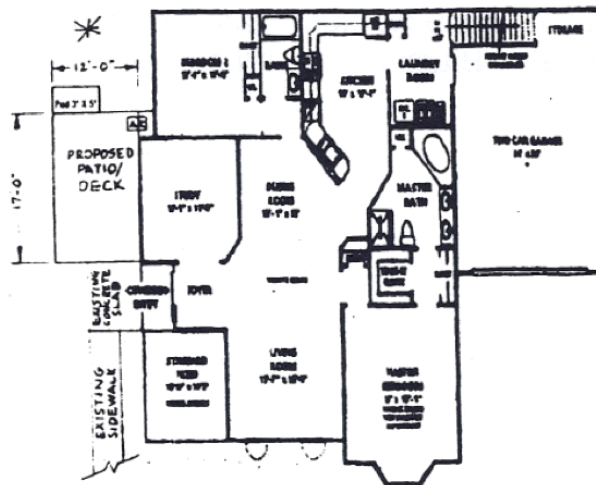


APPENDIX F



THE THORNHILL

Maximum patio dimensions with optional sunroom - no grill pad permitted
(perimeter lots 12' depth, street lots 10' depth)



THE ROSEWELL

Grill Pads permitted with Patio Extensions ONLY
(perimeter lots 12' depth, street lots 10' depth)

APPENDIX G

Approved Solar House Number Displays

The following Solar House Number Displays have been approved:

(1) Westinghouse Solar House Number, Item #751025-08, Black Finish, Diecast Aluminum Construction, Black Finish, White Light.

(2) Solar Rock House Marker sold at Bed Bath and Beyond and Amazon

Or equivalent

APPENDIX H

Approved Path Lights

The illustrations below indicate the allowable styles and designs of permitted low voltage lights. Because of continued variations by manufacturers, it is impractical to list manufacturers or model numbers of acceptable types and styles. For continuity and uniformity throughout the community selected lights must be similar to those illustrated and to those presently approved for use by the Board and currently in use. Acceptable colors are black, antique copper, weathered copper, chestnut, and pewter. No polychrome colors are permitted. **Board approval is required prior to installation of any pathway lighting.**



10" High Mushroom-like lamp



Medium Height
Inverted dish



28" High inverted
tulip on shepard's
hook



Cylinder style



Pagoda style



Hanging Carriage Light



Pedestal Light

APPENDIX I

STORM DOOR SPECIFICATIONS

A. Full View Single Panel Style - Almond Color only. The top, bottom and side frames cannot exceed four (4) inches in width. Clear Glass only.

B. Full View Split Panel Style –Almond Color only. Same as above.

C. Other Acceptable Doors are:

1. Anderson, Model #3000, Trueease Door. Available at Home Depot.
2. Larson, Trade Winds Easy, Vent full view brass. Available at Lowe's.

APPENDIX J

DUMPSTERS

1. Prior to using a Dumpster, the Owner must sign and submit a Request for Approval, this form, the proper insurance forms, and receive written approval of the Board.
2. The Owner is free to select a hauling company ("Vendor") of his/her choosing who must comply with all the rules and regulations governing the use of a Dumpster and must provide written proof of liability insurance (minimum \$1,000,000) and workers compensation insurance.
3. The Owner and Vendor must obtain permits, if any, as required by Warminster Township. The cost of said permit(s) are solely the responsibility of the Owner.
4. The Association is not responsible for any work done or damage caused by any Vendor.
5. The Dumpster may be dropped off on the Owner's portion of the driveway nearest the house and must be small enough that it will not obstruct the entry or exit of the common driveway or of any other resident. In no instance can a Dumpster be located on any street of the Community. Drop off and pickup can only be done between the hours of 8 AM and 5 PM.
6. The Vendor and Owner will be jointly and severally responsible for ensuring that the driveway, house, walls, fences, grass, landscaping and streets are not damaged by the Dumpster, its drop off or retrieval. The Vendor and Owner will provide sufficient layers of protective lumber, plywood or other means to ensure no damage is done to any driveway surface.
7. The Dumpster may remain at the Owner's Unit only as long as necessary to collect debris but in no event longer than two weeks. If during those two weeks additional Dumpsters are required at the site, the first must be removed prior to another being brought in. The Owner can apply in writing to the Board for an appropriate extension of time for extenuating circumstances.
8. Only one Dumpster may be used at the residence at a time with a maximum capacity of 10 yards, typically 4' high x 7' wide x 10' long. The Dumpster should be located in the parking space closest to the main house with enough room for and having one car from the Unit parked next to it. If possible, one car should be housed in the garage as well.
9. If the use of a Dumpster causes damage to any Property (including, but not limited to the Owner's Property, any adjoining or adjacent Property, or any other Property belonging to, or for which the Association bears any responsibility for the maintenance, repair and/or replacement in the normal course under the terms of the Declaration, the By-Laws and/or the Rules and Regulations), the Association will arrange for the necessary repairs to be made, and will charge the costs to the Owner as an exterior maintenance assessment.

I have read and understand the above "Dumpsters" and agree to be bound by them.

By: _____ Date: _____

Address: _____ Board Approval: _____ Date: _____

APPENDIX K

PORTABLE STORAGE UNITS

1. Prior to using a Portable Storage Unit (PSU), the Owner must sign and submit a Request for Approval Form, this form, the proper insurance forms, and receive written approval of the Board.
2. The Owner is free to select a moving or storage company vendor (Vendor) of his/her choosing who must comply with all the rules and regulations governing the use of a PSU and must provide written proof of liability insurance (minimum \$1,000,000) and workers compensation insurance.
3. The Owner and Vendor must obtain permits, if any, as required by Warminster Township. The cost of said permit(s) are solely the responsibility of the Owner.
4. The Association is not responsible for any work done or damage caused by any Vendor.
5. The PSU may be dropped off on the Owner's portion of the driveway nearest the house and cannot obstruct the entry or exit of the common driveway or of any other resident. In no instance can a PSU be located on the main roads of the Community. Drop off and pickup can only be done between the hours of 8 AM and 5 PM.
6. The Vendor and Owner will be jointly and severally responsible for ensuring that the driveway, house, walls, fences, grass, landscaping and streets are not damaged by the PSU, or during its drop off or retrieval. The Vendor and Owner will provide sufficient layers of protective lumber, plywood or other means to ensure no damage is done to any driveway surface.
7. The PSU may remain at the Owner's Unit only as long as necessary to pack or unpack furnishings but no longer than one week. If additional PSU's are required at the site, the first must be removed prior to another being brought and stored at the site. The Owner can apply in writing to the Board for an appropriate extension of time for extenuating circumstances.
8. Only one PSU may be used at the residence at a time, with a maximum size allowed of 8' high x 8' wide x 16' long. The PSU should be located in the parking space closest to the main house with enough room for and having one car from the Unit parked next to it. If possible, one car should be housed in the garage as well.
10. If the use of a PSU causes damage to any Property (including, but not limited to the Owner's Property, any adjoining Property, or any other Property belonging to, or for which the Association bears any responsibility for the maintenance, repair and/or replacement in the normal course under the terms of the Declaration, By-Laws and the Rules and Regulations), the Association will arrange for the necessary repairs to be made, and will charge the costs to the Owner as an exterior maintenance assessment.

I have read and understand the above "Portable Storage Units" and agree to be bound by them.

By: _____ Date: _____

Address: _____ Board Approval: _____ Date _____

APPENDIX L

RECEIPT AND ACKNOWLEDGMENT FOR SECURITY FOBS

1. I/we hereby acknowledge receipt of the following Security FOBS:

Security FOB# _____

Security FOB # _____

2. Residents who are Tenants may obtain their FOBS from the Owner and are required to abide by all the same Rules and Regulations as the Owner with respect to the use and operation of the Clubhouse facilities. Non-resident Owners with Tenants cannot use the Clubhouse and facilities or attend Association functions.

3. Upon presenting a notarized Letter of Authorization, together with a copy of this acknowledgment, both signed by the Owner, FOBS will be distributed directly to Tenants.

4. FOBS for additional residents can be obtained from the management company at a cost of \$13 each, subject to the same restrictions as in Section 2(a) and (b) above. Additional residents must show proof of residency in the form of a Pennsylvania driver's license, voter's registration card, or school photo ID confirming the residence address.

5. I/we understand and agree that replacement for lost, stolen and/or damaged FOBS can be obtained from the management company at a cost of \$40 per FOB. In addition, the Owner will be responsible for the actual cost to the Association for deactivation and reactivation (presently \$40 each) resulting from any action by the Board of temporary suspension of an Owner's privileges.

6. I/we acknowledge and agree that failure to abide by the current Rules and Regulations may result in a household suspension of the use of the Clubhouse facilities, including deactivation of the FOBS, and/or a fine for multiple offenses.

7. FOBS will release the electronic door lock and provide access to the Clubhouse through the front door or side door located next to the indoor pool during hours of operation as stated in the Rules and Regulations. The computerized electronic door lock system tracks and records the use of each individual FOB.

8. All persons must be out of the Clubhouse by the stated closing hour to avoid being trapped inside the building after the burglar/intrusion alarm system has been activated. The closing hour may be delayed under certain circumstances, including, but not limited to a community meeting, party, or private affair.

9. Only one (1) signature is required per household to obtain the FOBS.

Name: _____ Address: _____
(Print) (Print)

Telephone Number with Area Code _____

Signature: _____ Date: _____

APPENDIX M

UNDERGROUND SPRINKLER SYSTEMS

1. Prior to installing an underground sprinkler system the Owner must sign and submit a Request for Approval Form, this form, the proper insurance forms, and receive written approval of the Board.
2. The Owner is free to select a vendor/contractor (Vendor) who must comply with all the rules and regulations governing the installation, maintenance and repair of any approved sprinkler system.
3. The Vendor must provide written proof of liability (minimum \$1,000,000) and workers compensation insurance prior to commencement of installation, maintenance, and/or repair work.
4. For safety, the Owner or Vendor must contact PA ONE CALL and request proper identification of all underground utilities before any work is commenced. The Owner and/or Vendor are jointly and severally responsible for any damage to underground utilities caused by the installation, maintenance and/or repair of the sprinkler system.
5. Sprinkler heads may be installed on the Common Elements as per approved plan. Watering of sidewalks is not permitted. Sprinkler heads may be on either side of the sidewalk providing they do not water the walk.
6. To protect the Common Elements, plants and trees from damage due to heat and/or sun-burning, the sprinkler system may only be operated before 7:30 AM or after 7:30 PM.
7. The Owner is responsible to restore the Common Elements to the condition it was in prior to installation, maintenance and/or repair of the sprinkler system. The cost and expense to repair any damage to the Common Elements during work on the sprinkler system is the sole responsibility of the Owner.
8. Although damage to a sprinkler system may be caused by a contractor servicing the Common Elements, the cost to repair and/or replace any lost or damaged components is the sole responsibility of the Owner.
9. The sprinkler system may not be left in disrepair or inadequately maintained. If the Owner fails to maintain and/or repair the system, after notice from the Association, the Association may contract to have repairs made with the costs to repair charged to the Owner as an exterior maintenance assessment. A reasonable time to make the necessary repairs will be no more than 3 weeks.
10. If the installation, maintenance and/or repair of the sprinkler system causes damage to any Property, including but not limited to, the Owner's Property, any adjoining Property, or any other Property belonging to or for which the Association bears any responsibility, the Association will arrange for the necessary changes and repairs to be made and will charge the costs to the Owner as an exterior maintenance assessment.

I have read and understand the above "Underground Sprinkler Systems" and agree to be bound by them.

By: _____ Date: _____

Address: _____ Board Approval: _____ Date: _____

APPENDIX N

THE VILLAS AT FIVE PONDS COMMUNITY ASSOCIATION

Unit Owner's Report of a Violation

Date: _____

To Executive Board (via Management Company)

Subject: Violation of the Rules & Regulations, Declarations, or By-Laws

I/We call you attention to the following violation or problem:

This is Violation of *(cite paragraph # of Rules & Regulations, Declarations or By-Laws)*:

(Provide name and address of homeowner/resident committing the violation and the date the violation was observed.)

Date of Violation: _____

Name: _____

Address: _____

Submitted by: _____

Print Name

Address: _____ Phone: _____

Signature: _____

APPENDIX O

VIOLATION AND FINES POLICY

If a violation is determined to exist under Article IV of the Rules and Regulations (Enforcement Procedures), the Board may impose one or more of the following fines and penalties, depending upon the nature of the violation.

SINGLE OCCURRENCE VIOLATIONS: For single occurrence violations (such as the failure to remove a pet's waste or to bring trash containers into the garage by the end of collection day), fines will be levied according to the following schedule:

<u>OFFENSE</u>	<u>SAME OR DIFFERENT VIOLATION</u>
First	Courtesy Notice
Second	\$25.00 fine, plus costs
Third	\$50.00 fine, plus costs
Fourth	\$75.00 fine, plus costs
Fifth or More	\$100.00 fine, plus costs, plus suspension of Association privileges.

The time period within which all violations will remain on record will be twelve (12) months from the date that the last violation was determined to exist. Accordingly, if there are twelve (12) consecutive months without a violation, the Offense slate will be wiped clean; however, all previous fines, costs and penalties will stand.

CONTINUING VIOLATIONS: If the violation is of a continuing nature (such as an unauthorized change to a Unit's exterior or leaving an unregistered vehicle parked in a driveway), the Owner/Tenant will be fined \$100.00 per day, plus costs*, commencing on the 11th day following the violation notice, or the 6th day following a Board hearing affirming the existence of the violation. The daily fine shall be cumulative until such time as the violation is corrected and the Board is notified thereof. The Owner/Tenant shall be solely responsible for any and all costs and expenses related to the correction of the violation.

ASSOCIATION PRIVILEGES: In addition to the above, when a violation is found to have occurred and the Owner/Tenant fails to correct it or pay any fines or costs on a timely basis, the Board may suspend any of the privileges of the Owner/Tenant in the Association (including the use of the Clubhouse and Pool facilities and the right to vote) until the violation is corrected and/or any outstanding fines and costs are paid. In addition, if the Board determines that a violation is of a particularly serious or flagrant nature, the Board may suspend the Association privileges of the Owner/Tenant for what it deems to be an appropriate period of time.

* Costs to include attorneys' fees and court costs, if applicable.

APPENDIX P

ASSOCIATION SNOW REMOVAL AND ICE MEDIATION POLICY

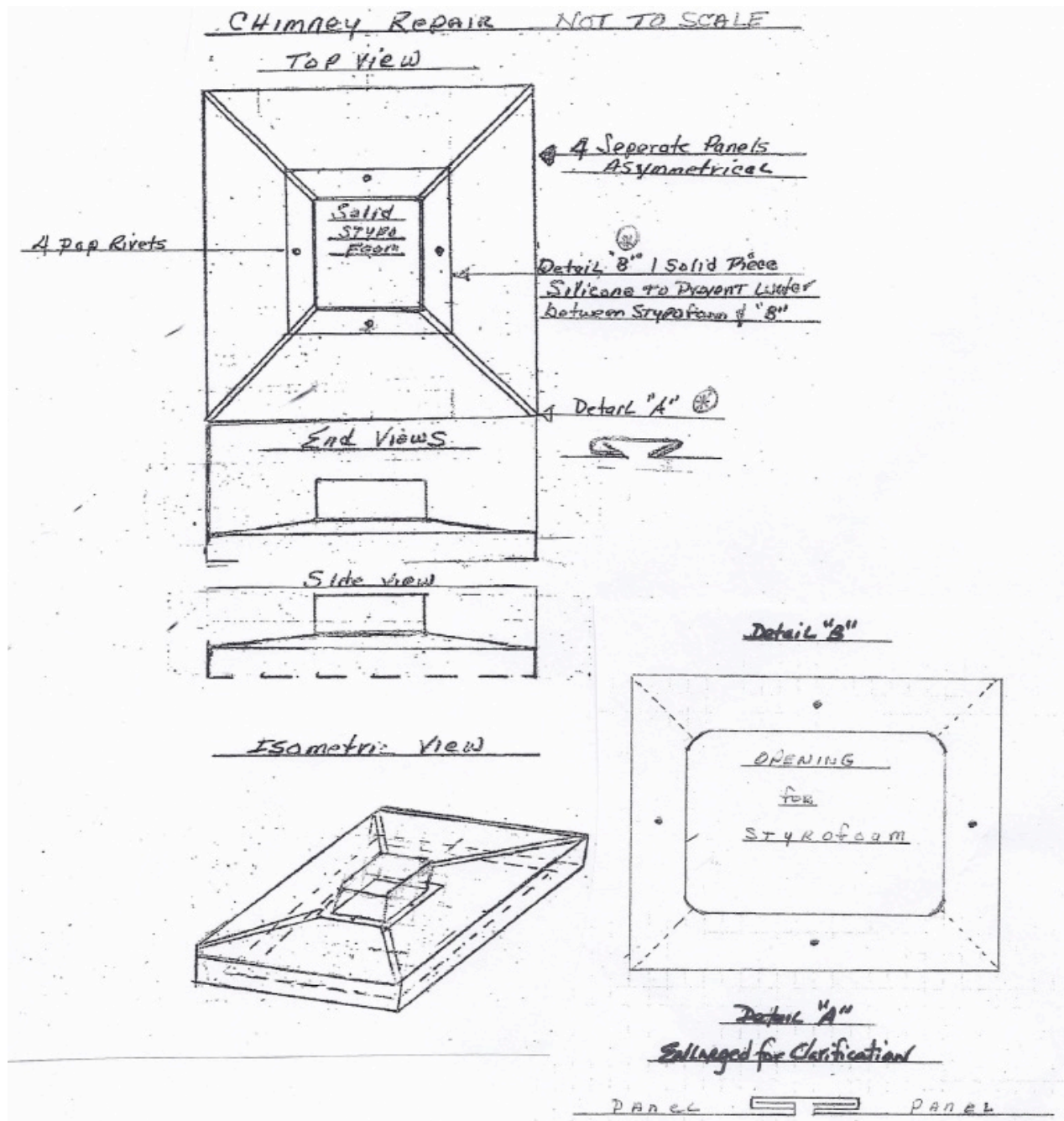
A. HOMEOWNER DRIVEWAYS AND ENTRY/SERVICE WALKS

1. The Association is only responsible for removing snow from a homeowner's driveway and entry/service walk if there is an accumulation above two (2") inches. Service to driveways or entry/service walks only will occur commencing: (i) within two (2) hours after the storm is over, and not during the storm; and (ii) after the Association's roads (Fairway Drive, Villa Drive, Clubhouse Drive and Five Ponds Circle) are plowed as they have first priority. If the accumulation is less than two (2") inches it is the homeowner's sole and exclusive responsibility to clear their driveway and entry/service walks, and not the responsibility of the Association.
2. During snow removal operations, it is the homeowner's responsibility to insure that all vehicles are removed from their driveway, turn-around area, and street in accordance with Article III, Paragraph A, Section 1, Subsection c,
3. After the snow is initially removed from driveways and/or entry/service walks neither the Association nor its contractor or contractors has any responsibility for additional service to those areas. **AT NO TIME AND UNDER NO CONDITIONS IS THE ASSOCIATION OR ITS CONTRACTOR OR CONTRACTORS RESPONSIBLE FOR ICE MEDIATION AND/OR ICE CONTROL WHICH RESPONSIBILITY FOR DEICING IN ALL EVENTS, AND AT ALL TIMES, REMAINS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER**, including by way of example and not limitation initial ice remediation and/or ice control; the result of snow accumulation adjacent to the driveway and/or entry/service walk which snow melts and results in water refreezing; water from melting snow from a homeowner's roof that is directed by a downspout or otherwise onto the homeowner's driveway and/or entry/service walk and freezes; rain freezing; slush freezing.
4. The Association, at its sole and exclusive discretion, may, as a courtesy and convenience to homeowners, but is not required to perform initial (only) ice mediation for and on behalf of its homeowners; however, in the event the Association undertakes this service for and on behalf of homeowners it will not thereafter be presumed to have assumed the responsibility for any further ice mediation and/or ice control, which responsibility will at all times remain with the homeowner.
5. It is not recommended that the homeowner use rock salt (sodium chloride) on the concrete entry and/or service walk as this product could cause damage, erosion and/or pitting to the concrete surface. It only is recommended that calcium chloride, or a similar product be used on concrete surfaces. The Association recommends that throughout the year, the winter season varying and being unpredictable, each homeowner keep an available supply (bag or container) of calcium chloride, e.g. in the garage, for their personal use in ice mitigation. Both rock salt (sodium chloride) or calcium chloride are acceptable products for deicing on asphalt (driveway) surfaces.

B. PARKING LOTS

1. The Association's contractor or contractors are responsible for plowing snow from the street(s) (Fairway Drive, Villa Drive, Clubhouse Drive and Five Ponds Circle) and the entry to each quad (the common roads/access areas/turn-around areas) on a first priority basis, commencing after the accumulation of 2 inches of snow during the storm; thereafter, as may be requested by the Board; and again/finally once the storm is over.
2. The second priority, commencing after the storm is over, is plowing snow accumulation in the two (2) empty parking spaces in front of the homeowner's garage. As per the Rules and Regulations, homeowners are not permitted to park a car or cars in the parking spaces in front of the garage, the turn-around area, or on the street during a storm without **PRIOR WRITTEN EXECUTIVE BOARD APPROVAL**, subject to an immediate fine of \$100 per vehicle.
3. The concrete sidewalks along Delmont Avenue and within the confines of the Villas at Five Ponds, Clubhouse parking lot, and the Clubhouse entries/service walks are the third priority, and snow removal and salting will commence only after all streets, common roads/access areas, turn-around areas, and homeowner's parking spaces in front of garages have been plowed. The contractor or contractors only will return the day following the storm to clean-up any areas not previously plowed. In the event a car or cars are illegally parked in the spaces in front of a homeowner's garage, or turn-around area during the storm and initial clean-up, in addition to the fine of \$100.00 per vehicle the Association will not be required to return to plow the area after the storm, even if the car or cars have been removed from the area.
4. The Association will insure that the concrete sidewalks along Delmont Avenue and within the confines of the Villas at Five Ponds, Clubhouse common entries/service walks and the Clubhouse parking lot (fourth/last priority) are salted only after the Clubhouse parking lot (third priority) has been plowed and the entries/service walks to the Clubhouse have been cleared of snow.
5. Early entry to the Clubhouse and/or its facilities prior to the plowing of the Clubhouse parking lot and/or the common entries/service walks to the Clubhouse, and before their being properly and fully salted **SHALL BE AT THE SOLE AND EXCLUSIVE RISK** of the individual or individuals seeking entry into the Clubhouse and/or its facilities.
6. To prevent damage to vehicles, it is not the Association's responsibility to remove snow and/or to remediate ice either between or within eighteen (18") inches of any car or cars parked in the Clubhouse parking lot during or after a snow storm.

APPENDIX Q



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