

**APPLECROSS COUNTRY CLUB**  
**General Rules and Regulations**  
**of the Community**



**July, 2023**

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## **FORWARD**

This manual contains the general rules of the Applecross Community, describing what is limited, what is permitted or not permitted, and the maintenance requirements for your property.

**No exterior changes are permitted in Applecross without approval of the Applecross Architectural Review Board (ARB). Exterior changes completed without ARB approval may result in a substantial fine, and the homeowner may be required to restore his/her property to its pre-change state. ARB architectural rules, covering ARB request procedures, what changes can be requested, permitted materials, and the process for obtaining ARB approval are covered in a separate document, Architectural Rules and Standards for Exterior Additions, Modifications and Changes, that governs exterior changes within Applecross.**

## **INTRODUCTION**

A planned community is real estate in which a person, through ownership of his or her unit, is obligated to pay a portion of the costs, fees and expenses for the administration and maintenance of the Common Areas and Common Facilities. The Master Declaration, Master Bylaws and Rules/Regulations are the documents known as the **Master Governing Documents of the Applecross Country Club Planned Community**. To the extent that any local government ordinance, building code, or regulation requires a more restrictive standard than the Master Governing Documents, the local government's standards shall prevail. To the extent that any local government standard is less restrictive than the Master Governing Documents, the Master Governing Documents shall prevail.

Applecross Country Club is dedicated to promoting and sustaining the environment within the community property by providing a safe, welcoming and aesthetically pleasing neighborhood while maintaining and increasing property values. The primary identity of Applecross Country Club will be established at the community level. At this level, the physical design of the landscape and other modifications will create continuity and unifying elements for Applecross Country Club. We strive for environmentally wise landscape design and management.

The Applecross Country Club Executive Board and Committee members are dedicated to being fair and courteous to all HOA members; equitably applying Applecross Country Club Master Governing Documents to every HOA member; and reviewing each HOA member's request, complaint, issue or questions in a timely manner and providing a written response, where appropriate, detailing the action taken, the nature of the response, or the resolution of the complaint or issues.

The Executive Board, in conjunction with various committee members, has compiled this manual. The rules and regulations have been in force since 2007 and have been updated over the years. From time to time it may become necessary for the rules and regulations to be modified by the Executive Board. The Executive Board has the authority to make immediate changes and enforce said changes. If such changes are made, there will be correspondence sent out to all homeowners. This document will be updated as required and the latest version will be posted on the HOA management website: <http://northeast.fsrconnect.com/applecrosscountryclubmaster>

In order for our rules to be effective, it is important that all homeowners and their tenants comply voluntarily with these rules. It is important that homeowners communicate with their tenants that a set of rules exist and it is the responsibility of the tenant to comply. Unfortunately, when rules are not followed, whether out of ignorance or defiance, it becomes necessary to warn and then fine a homeowner, until compliance occurs. This responsibility for enforcement is placed upon the Management Company.

### **ORGANIZATION OF THE ASSOCIATION**

A five-member Executive Board governs the Association. The homeowners elect the Board for a three-year term. It is the role of the Board to make all operating decisions of behalf of the community. The Board meets monthly in an Executive Session. The daily day to day operation of the Association is delegated to a Management Company. The Management Company, in the person of a Property Manager, is in constant contact with the Board members. Any concerns regarding the operation of the Community should be directed, in writing, to the Management Company who will represent them at the next regularly scheduled Board meeting.

There are 659 homes in this community, and there will be many varying opinions. It is the role of the elected Executive Board to make decisions on behalf of all homeowners.

### **COMMON AND CONTROLLED FACILITIES DEFINITIONS**

**(For a complete listing of examples, please refer to the Master Declaration, Article X & XI on page 16-18)**

**Common Facilities:** includes all the real estate in the community that is owned or leased by the Association. (Some examples: streets, sidewalks, storm water basins, flag poles on the common area, driveways on the common area, etc.)

**Controlled Facilities:** includes all the real estate within the community that is not owned by the Association, but that may be maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. (Some examples: lawn and yard areas on the lots, mulched beds installed on the lots, etc.)

**Limited Controlled Facilities:** a portion of the Controlled Facilities, other than Controlled Facilities which are themselves part of a unit, allocated by or pursuant to the Declaration for the exclusive use of one or more but fewer than all of the units. (Some examples: the estate gates, cluster mailboxes, etc.)

**Section 1**  
**PROPERTY AND HOME MAINTENANCE RULES**

**ALL EXTERIOR CHANGES TO YOUR PROPERTY REQUIRE THE APPROVAL OF THE APPLECROSS ARCHITECTURAL REVIEW BOARD (ARB). FAILURE TO OBTAIN ARB APPROVAL FOR ANY EXTERIOR CHANGE MAY RESULT IN A SUBSTANTIAL FINE AND A REQUIREMENT TO RETURN YOUR PROPERTY TO ITS APPEARANCE BEFORE THE CHANGE WAS MADE. REFER TO ARCHITECTURAL REVIEW BOARD DOCUMENTATION FOR PROCESS AND PROCEDURE.**

1. **Homes**

- A. All homeowners are required to maintain the exterior of their home to keep the siding free of mold, dirt, algae, and debris.
- B. Homeowners will ensure that all surfaces of such devices or equipment, whether painted or color materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community.
- C. Damage to any home exterior must be remedied in a timely manner. Minor repairs should be completed in six (6) weeks. When more extensive repairs are necessary, contact the Community Property Manager for direction and time limits.

2. **Siding**

- A. Missing, broken, or damaged siding must be replaced using materials that match the rest of the siding.
- B. Complete replacement of home siding on one or more surfaces requires ARB approval.**

3. **Roofs and Roof Trim**

- A. Roof shingles and roof trim must be kept in good repair. Any damaged or missing shingles must be replaced immediately and properly fitted into existing shingles. Missing trim must be replaced.
- B. Homeowners are required to maintain their roof to the same degree the rest of the house is maintained. There are five (5) signs that a roof needs replacing: curling or clawing shingles, missing granules and bare spots, broken or missing shingles, buckling shingles, or damaged flashing. If the homeowner does not take proper action, the HOA can require this to be done.
- C. **Minor repairs:** When homeowners experience the intermittent loss of a few shingles and require replacement, they should use the appropriate shingle type and color to match the existing roof shingles installed by Pulte. The color throughout the development is Weathered Wood color. It is important to match the type and color to avoid an obvious 'patched' appearance. The HOA may require that roofs with a patched appearance repair have the shingles replaced on the entire side of the roof to avoid the patched appearance. If minor repairs meet these conditions, no ARB request is required.
- D. Major repairs and roof replacement require ARB approval.**

4. **Garage Doors**

- A. Garage doors must be maintained in good shape and properly painted white, except in the Village Towns where the Coplay garage door color is Almond. When not in active use, garage doors should be shut. The must not be left open overnight.

- B. Detached homes may change their garage doors, including windows, **with ARB approval.**
5. **Wood Safety Barriers** (NOTE: This refers to the temporary pressure treated wood safety barrier placed by the builder across the rear exit doors to prevent accidental falls. The construction of these is not intended for permanent use and does not meet general ARB design standards for outside home additions.)
- A. Temporary wood safety barrier replacement should be replaced with a white vinyl railing or painted white before replacement. **An ARB request is required to do this.**
  - B. Homes in the Village Townes are an exception because of the Pulte provided trim colors. Temporary wood safety barrier replacement here should be trim colored vinyl, or trim colored paint. Village Townes trim color is Sherwin Williams Monterey Sand. **An ARB request is required to do this.**
6. **Decks, Patios, and Porches**
- A. Storage of personal items on decks and patios is limited to portable fire pits, barbeques, deck/patio storage boxes, deck furniture and plants. All other items must be stored in the owner's home when not in use. No items to be stored underneath decks.
  - B. Patio, deck and porch furniture must be well maintained and compliment the home's colors. No plastic furniture is allowed on the front porch.
7. **Front Steps and Walkways**
- A. In all neighborhoods of Applecross, repairs must be made to all walks, steps and walkways to keep them safe and in returned to their original design, condition, and appearance.
  - B. In the Village Towns, Towns and Carriages front walks, steps and porches must remain as originally delivered.
  - C. In the Estate, Classics, Fairviews and Meadows changes are allowed **but must be approved by the ARB.**
8. **Snow Removal**
- A. Classics, Estates, Fairviews, Meadows, Towns, Villages, Village Towns:  
Homeowner is responsible for clearing all portions of driveways, including the apron, from street to sidewalk, as well as lead (front) walks from driveway or street to their home. This includes the "buffer zone" portions of aprons and driveways.
  - B. Homeowners should take care that they do not place snow from their properties in the street, on neighbor's properties or common areas.
  - C. Carriages: The HOA is responsible for all sidewalks, driveways and lead walks. Homeowners should ensure that their sidewalks, driveways and lead walks are clear of vehicles and any items that would interfere with snow removal.
  - D. All common areas and sidewalks in the "buffer zone" are cleared by the HOA.
  - E. Homeowners must remove all vehicles from the street and overflow parking areas just prior to the start of any snow or ice storm to allow for safe and effective snow removal. **Vehicles not moved from overflow parking areas may be towed at the owner's expense.** Vehicles can be returned to these areas for parking when the areas have been cleared and the precipitation has ceased.
  - F. During snow periods, homeowners should place trash receptacles in such a manner that snow removal is not impeded. Information regarding changes in the trash service due to inclement weather can be found on the East Brandywine Township website.
  - G. Placing snow into the street, common areas or overflow parking spots is NOT allowed. If a homeowner is placing snow into any of these areas, they will be fined, starting at \$100.

**9. Lighting**

- A. All light fixtures must be properly maintained.

**10. Driveways**

- A. Driveways must be maintained in good overall repair in the same way all structures on the property must be maintained. Potholes and cracks must be repaired, large damaged sections may need to be replaced and/or all of a driveway may need to be replaced. At the appropriate times, for large repaired sections, the homeowner may be required to seal the entire driveway to bring the color to a uniform look along the entire driveway.
- B. Any proposed changes to driveways, including the addition of stones along the side of the driveway, **must be approved by the ARB.**

**11. Mailboxes**

- A. Individual mailboxes and posts are the responsibility of the homeowner. Routine painting of mailbox posts, black, as well as maintaining the posts in the ground, the box itself, and maintaining the numbers on both sides where this applies, is required.
- B. Mailboxes must not extend past the curb line to avoid damage from snowplows.

**12. Turf Related Rules**

- A. Grass should be maintained regularly to a height of three (3) to five and one half (5 ½) inches. Grass must be trimmed where it meets sidewalks, driveways, house, and any other items allowed in the yard and should be done at the time of each mowing.
- B. Lawns must be maintained and seeded to prevent crabgrass infestation, bare areas and damaged turf. If turf must be disturbed or is damaged for any reason, it should be quickly remediated.
- C. Where grass cutting and trimming is provided by the HOA, no flowers, flower pots, trees, rocks, landscape ornaments, metal stakes, pet stakes, shepherd's hooks, portable charcoal grills, portable fire pits, or shrubs may be placed in the grass areas. Grills cannot be placed on mulch; they must be on a deck or patio.
- D. Where grass cutting and trimming is provided by the HOA, homeowners must ensure that all solid pet waste be removed from the grass and mulch beds.
- E. All outside hoses must be wound up every night. They can be stored in a hose box or hung up. They may not be left thrown onto steps, porches, grass, driveways, etc. Hose reels and hose storage boxes are not allowed in driveways, in the grass in front of the home, or in the front shrub/mulch bed UNLESS the hose bib is located there and none exist on either side of the home. If a hose reel/storage box is in the front mulch bed, it MUST be hidden behind a shrub and not visible from the street.

**13. Trees and shrubs**

- A. Carriages, Fairview, Meadows, Towns, Village Towns: The HOA provides pruning each spring in the front mulch beds. Any homeowner who opts out from HOA maintained areas is responsible for shrub maintenance.
- B. Classics, Estates and Villages: Where homeowners are required to maintain their own shrub beds, the shrubbery and all other plants should be maintained and pruned yearly so that the shrubs maintain their individual shapes, they are trimmed back from the bed edges and mulch is visible. Heights of shrubbery should be kept in relation to home structures such as windows, porches, etc. Dead shrubs must be removed and replaced.

- C. Homeowners must remove on lot dead trees and shrubs promptly and replace within sixty (60) days, weather permitting. Dead and dying shrubbery must be replaced to maintain the original, attractive look of the bed. Even if flowers are planted, a visible balance of shrubs is required throughout the bed in every season similar to the originally delivered bed.
- D. If a homeowner replaces an item with the same item and in the same place, no approval is required. **Any other changes will require an ARB request.** Management must be consulted before the removal or replacement of any street tree.
- E. **Prohibited plants and trees See Appendix A**
- F. All street trees on either side of the street will be maintained and mulched by the HOA. Trees will be pruned up to a minimum height of nine feet to allow for safe pedestrian and street traffic movement. The mulch ring must remain free of all flowers, plants, containers or any other material

**14. Mulch and mulch beds**

A. Carriages, Meadows, Fairviews, Villages, and Village Townes:

- 1) In these neighborhoods, the HOA provides mulch each spring for all front mulch beds and street tree rings. At the time mulching is completed, weeding of these beds will also be completed. Homeowners are required to keep these mulch beds free of weeds and grass throughout the season as needed.
- 2) Front mulched shrub beds in these neighborhoods may **NOT** be enlarged (widened or lengthened). The homeowner must maintain shape of the shrub bed as originally delivered by Pulte. The current ratio of grass to bed in these smaller yards is necessary to carry out the desired, uniform, total landscape design within Applecross. In addition, where HOA landscape services are provided, the inability of workers to identify the additional part of the bed (which is the homeowner's responsibility) would incur additional costs to the HOA.
- 3) **All new side and rear beds continue to require ARB approval** and become the homeowner's responsibility maintain after ARB approval and work is completed.
- 4) Homeowner maintained mulch beds must be refreshed with black or dark brown mulch each spring.
- 5) Outlining mulch beds in these neighborhoods with anything is not permitted.

B. Classics, Estates, and Villages:

- 1) Classics, Estates, Villages: Homeowners are required to maintain their own lawns and mulch beds. Mulch beds must be free of weeds and grass and must be edged and trimmed. Two (2) to three (3) inches of fresh black or dark brown mulch should be freshly applied to front beds each spring prior to June 1<sup>st</sup>. Similar mulch should be applied to all side and rear beds at minimum every two (2) years. Any deviations must be approved by the ARB committee.
- 2) Outlining mulch beds is permitted but must be submitted to the ARB for approval. See ARB rules document

C. All neighborhoods

- 1) Homeowners are reminded that any additional mulch beds that are created become their responsibility to maintain up to the original rules and regulations including the required additional fresh dark brown or black mulch. In addition, homeowners are responsible for the maintenance of any plants in these mulch beds, including irrigation, weeding, pruning, and removal of dead growth. There must be a balance of visible shrubs and plants throughout the bed in every season.



**15. Drainage and Irrigation Drains, Pipes, and Systems**

- A. All pipes and/or drains that emerge from any home must be buried within two (2) feet of the location where they emerge from the home. **An ARB request is required for any other drainage changes or proposed solutions.**
- B. Some homes have on-lot storm water beds whose maintenance is the responsibility of homeowners.

**16. Solar panels**

- A. Any and all solar panels must be requested through the ARB process. **Please see the ARB documentation for process and procedures.**

## Section 2

### OTHER RULES

**MANY ITEMS IN THIS SECTION REQUIRE A REQUEST TO THE ARCHITECTURAL REVIEW BOARD (ARB). PLEASE SEE ARCHITECTURAL RULES AND STANDARDS FOR EXTERIOR ADDITIONS, MODIFICATIONS, AND CHANGES DOCUMENT FOR ARB RULES, PROCESS AND PROCEDURES.**

#### **1. Grills/Barbecues/Fire Pits/Fireplaces**

- A. Built-in barbecue units, fire pits and fireplaces must be contained within the rear yard patio/courtyard and must be designed as an integral part of the home. **These must be approved by the ARB.**
- B. Portable fire pits do not require an ARB request but must be removed and stored when not in use.
- C. Grills can be used and stored on rear decks and patios, but not stored on turfed areas.

#### **2. Basketball Hoops/Goals**

- A. Permanent basketball hoops are only permitted in the Classics, Estates and Villages **require ARB approval.**
- B. Portable basketball hoops (large units with weighted bottoms) may be used in all other areas except for the Village Towns due to the compressed nature of these units.
- C. As a courtesy to your neighbors, all basketball hoops may only be utilized during daylight hours.
- D. For safety reasons, please do not play basketball on the streets, overflow parking, sidewalks or other common areas. Play must stay on the homeowner's property.
- E. They must be in good condition and repaired/maintained with the net in good condition at all time.
- F. Poles and assemblies must be black. Backboards must be transparent.
- G. **Classics and Estates:** Owners will be allowed to have a professionally painted simple basketball court key on their individual driveways. The lines must be white in color. This does require ARB approval.
- H. Portable (large units with weighted bottoms) basketball hoop permitted/prohibited locations:
  - 1.) **Village Towns:** Not Allowed.
  - 2.) **Classics and Estates:** The basketball hoop should be located as far back on the driveway as possible to reduce the impact on the neighboring views from front yards.
  - 3.) **Villages:** The basketball hoop should be located half way between the home and the end of the driveway. It can be located closer to the home but **MUST NOT** be more than halfway to the end of the homeowner's driveway.
  - 4.) **All Other Areas:** The basketball hoop must be located in the driveway, on the asphalt, directly in front of the garage door within two (2) feet of the door or less. The rear of the backboard must be facing the house (parallel to the house) and the front of the backboard and hoop will be facing the street (or side yard in the case of some end units with turned garages.)
  - 5.) Portable basketball hoops must remain on the homeowner's lot and may not be used on the street, sidewalk or common areas.
  - 6.) Portable basketball hoops must be positioned at a minimum distance from neighboring property lines. The distance shall be equal to or greater than the height of the hoop at full extension. For example, if the height of the pole is ten (10) feet from the ground to the top of the backboard, the placement must be ten (10) feet from the adjacent property line, easement, sidewalk and common area.
  - 7.) Portable basketball hoops must be stored inside when not in use for extended periods of time (winter season, vacation, etc.).
  - 8.) Portable basketball hoops must be stored in a safe manner in the event an anticipated storm is approaching that could present enough wind to move or topple the net.

- 9.) The portable basketball hoop base must be filled with the proper amount of material per manufacturer's instructions to safely stabilize the assembly. Items NOT permitted: sand bags, tires, cinder blocks, or any other material to that effect.

### **3. Fireworks/Sparklers**

- A. Due to the high density of the area and homes and high risk of fire potential, only small sparklers, fountains, wheels/spinners, novelties and other devices containing extremely small amounts of powder are permitted for use on the homeowner's property.
  - 1) None of the above are permitted for use on the common facilities, controlled facilities (this includes the sidewalks, street and walking trails) and limited controlled facilities.
  - 2) All trash from fireworks must be immediately picked up and disposed of properly.

### **4. Flags**

Homeowners must use brackets mounted on the house or garage to display flags. The appropriate locations for these are on the garage trim next to the door or a porch column on the front of the house.

- A. Permitted flags: USA (limit of one), Commonwealth of Pennsylvania (limit of one).
- B. Flags are not permitted to be attached to mailboxes or posts.
- C. No other flags permitted without approval from the Executive Board per the Governing Documents.
- D. Small garden flags are allowed in mulch beds near the home. A limit of two (2) for each home is allowed.
- E. The large semi-circle centennial banner is not a flag and should follow Holiday Decorations rules.
- F. The permitted flags above must always be maintained in good condition. All torn and faded flags must be removed or replaced.

### **5. Holiday Decorations/Any Other Decorations**

- A. No inflatable decorations are permitted for any holiday, event or season.
- B. In order to accommodate major end of the year holidays, decorations may be displayed from October 15<sup>th</sup> until January 15<sup>th</sup>.
- C. For all other holidays, including religious events, decorations may be displayed two weeks prior to the holiday and must be removed no later than one week after the holiday.
- D. No decorations from one holiday are to overlap with another holiday.
- E. Long term permanent decorations may be displayed on a homeowner's door only. These decorations are to be of the wreath or small plaque variety. Ultra large decorations which cover the entire door or multiple doors and those with signage on them are not permitted. In addition, small decorations across the top of a door are permitted but these should be limited to small areas above the door only and color choices should be complimentary to the home.
- F. Seasonal (winter, spring, summer, and fall) wreaths may be displayed during each season on a homeowner's door only.
- G. No decorations are allowed on or near the homeowner's mailbox.
- H. No decorations of any kind are allowed on common property or in the "buffer zone" (which is defined as the twenty four (24) foot area extending from the center line of the road on either side) including trees and any other structures.

### **6. Leasing/Rental Agreements**

- A. Homeowners who lease their units are required to have a written lease agreement between themselves and their tenant. A copy of this written lease must be sent to the Management Company with the tenant names and phone numbers **PRIOR** to the tenants taking occupancy.
- B. A lease may not be less than twelve (12) months.
- C. Every lease must include the following conditions which must be stated in the lease:
  - 1) That the tenant received a copy of the Governing Documents (Master Declaration and the Rules and Regulations) and the tenant acknowledges and agrees that any breach by the tenant of the Governing Documents is a breach of the lease.

- 2) The failure of the tenant to comply with the terms and conditions of the Governing Documents will be a default under the lease.
- 3) That the owner and tenant acknowledge and agree that if the tenant breaches the Governing Documents, fines may be levied against the homeowner.

#### 7. Pets

- A. The front yard is directly adjacent to the homeowner's property and is an integral part of the landscaping of the house. Residents are responsible for maintaining the beauty of this property as they would their own. Residents have the right to pass through this property on the sidewalk only. Please respect if the homeowner kindly requests that your dog not use **ANY** of their yard for bathroom purposes. Dogs, unless invited, are not allowed on resident's private property.
- B. Homeowners may not have more than three pets.
- C. Homeowners may not have, breed, or house any vicious or venomous animals, livestock, reptiles, pets, fowl or poultry of any kind anywhere in this community, including their own property.
- D. Pets must be leashed at all times except in the pet owners own fenced rear yard. The leash must be held at all times by a person capable of controlling the pet. The leash may not exceed six (6) feet in length.
- E. Pets may **NOT** be left unattended or unleashed in the front yards, regardless of whether the front yard was equipped with an electrical fence or other barrier and **MUST** be leashed even when a person is present. EBT Ordinance, Part II, chapter 100: <https://www.ecode360.com/11879523>
- F. If a homeowner has a fenced **REAR** yard or electrical fence in the **REAR** yard, their pet may be unleashed in the **REAR** yard only. No pets may be tied outside and left alone without a fenced yard.
- G. Pet waste must be picked up immediately and discarded of properly into the homeowner's trash receptacle that has a cover. The trash receptacle must follow the same rules as Section 4, item #12. No pet waste bags may be disposed of along the HOA trails, woods, any other common property, and golf club property/trash receptacles.
- H. No plastic bags with pet waste shall be left in yards/driveways/front porches/patios/decks or in open containers of any kind.
- I. Please follow East Brandywine Township ordinance: <http://www.ecode360.com/32371277> and adhere to the limit of ten (10) minutes or less for a pet to make any noise continuously and/or incessantly or make noise intermittently for one-half hour or more which results in a noise disturbance to any person at any time of day or night regardless of whether the animal is on private property.

#### 8. Motor vehicle prohibition on trails and other common areas

- A. Except for vehicles designed for, and operated by handicapped individuals, no motor vehicle of any kind, size, or description is permitted on Applecross trails/walking paths, sidewalks, common areas, common facilities, common easements, or golf club easements. Licensed motor vehicles are permitted on Applecross streets and overflow parking areas.

#### 9. Parking

- A. Homeowners/renters and their guests (personal and professional) must follow all posted traffic signs including stop signs, parking signs and posted speed limit signs.
- B. The Association has the right to tow any vehicles in violation or vehicles parked on the common area without notice and at the owner's expense. This includes areas posted with "No Parking" signs.
- C. After advance notification to the community, The Association has the right to tow any vehicles parked in overflow parking areas or on the common area without notice and at the owner's expense. Advance notifications may occur during snow removal, and when maintenance is scheduled for these areas.
- D. Vehicles may not be parked on both sides of the street as it makes the road nearly impassable for emergency vehicles. Please follow the posted parking signs.

- E. No vehicle shall be parked on the common area, common facilities or controlled facilities in such a manner as to impede or prevent ready access to any entrance to any home, nor to the overflow parking areas, driveways, sidewalks, and roadways.
- F. No vehicle shall be parked on a sidewalk.
- G. No vehicle shall be parked on the common area, common facilities, or controlled facilities, which does not fit entirely within one parking space.
- H. Homeowners may not park more than one vehicle per home in the overflow parking or road overnight. The street and the overflow parking are not for long term parking. A homeowner must utilize their own driveway/garage for parking of their vehicle.
- I. No vehicle which is in disrepair, leaking any fluid, fuel, lubricant, coolant, refrigerant, or oil may be operated or parked on the common area or common facilities.
- J. No unlicensed motor vehicle of any type, no vehicle with expired inspection stickers, or any unregistered or uninspected vehicle, shall be parked or left in the common areas or common facilities.
- K. No motor vehicles, trailers of any kind, mobile homes, motor homes, campers, buses of any kind, boats, water craft of any kind, may be parked anywhere on the common area, common facilities, controlled facilities or any lot or used either temporarily or permanently as a residence or place to sleep.
- L. No trailers of any kind, including any water craft, Ski-Doos, mobile homes, motor homes, campers, buses of any kind shall be parked overnight, stored, or left unattended, anywhere on the common area, common facilities, or controlled facilities.
- M. No boat trailers, boats, recreational vehicles of any kind, or vehicles more than twenty (20) feet long shall be parked overnight, or stored or left unattended, anywhere on the common area, common facilities or controlled facilities without prior written approval from the Executive Board.
- N. No vehicle of any type which makes broadcasts, emits any noise, or emits a foul order may be used, maintained, kept, or operated by any homeowner or occupant on the common area, common facilities, or controlled facilities.
- O. No commercial vehicles of any type, no vehicles which have a load bearing capacity, as stated by the manufacturer, in excess of 1500 pounds, no vehicles which are more than twenty feet long, and no unlicensed or unregistered vehicle of any type shall be permitted to remain overnight on the property, except:
  - 1) Except for commercial vehicles operated by the Declarant, or the Declarant's agents, employees or contractors.
  - 2) Association agents, employees or contractors engaged in operating vehicles to maintain the property.
  - 3) Persons engaged in making deliveries or pickups on the property.
- P. Materials are not allowed to be left on common property, overflow parking areas or the street.

#### **10. Permanent Swing Sets/Play Equipment**

- A. These are only permitted on the Classics, Estates and Village homes and **must be approved by the ARB.**
- B. Wooden sets must be maintained with solid earth tone wood preservative.
- C. The set cannot exceed twelve (12) feet in height.
- D. The playset must be solid, earth-tone colors (with the exception of slides or injection molded plastic parts).

#### **11. Portable Play Sets/Sports/Riding Equipment/Children's Pools**

- A. Larger items, such as, but not limited to: brightly colored plastic play sets of all kinds, bulky sports equipment, various portable children's toys (i.e. toddler play houses, sand boxes), soccer goals, volleyball or badminton nets, etc. may not be used in front yards. These are appropriately used in back yards only.
  - 1) Carriages, Fairviews, Meadows, Towns, Village Towns, Villages: These toys **MUST** be removed from the rear yard and stored in the owner's home each night. These toys should always be stored inside if not in daily use.

- 2) Classics and Estates: These toys may be left in the rear yard when not in active use if they are not visible to neighboring lots.
- B. Smaller outside toys, such as, but not limited to: bicycles, scooters, balls, frisbees and all other small yard toys may be used in the front of homes as well as in the rear yards.
  - 1) All of these smaller outside items **MUST** be stored inside the home when not in active use (when children or adults are not actively riding the various toys, playing the games, or using the yard toys they should be brought up to the house or garage and stored inside). At no time should they be left on common grounds, sidewalks, overflow parking lots, or streets. These toys can become a tripping hazard for people in these areas, and they interfere with lawn and mulch bed maintenance where HOA lawn services are provided.
- C. Portable children’s pools are allowed in the rear yard only and must be emptied and stored indoors at the end of the day. Residents are responsible for any damage to the turf area where said children’s pool is located. Immediate repair and restoration of said turf will be expected.

**12. Signage**

- A. Signs are not allowed within the community **unless approved by the ARB committee.**
- B. One (1) “For Sale” sign, or one (1) “Open House” sign, with an area of not more than five (5) square feet, may be displayed only in the front window of the unit which is for sale. The “Open House” sign may only be displayed in the front of the unit the day before an open house is held, and the day upon which the open house is held. The homeowner, for whom the open house is held, must remove the “Open House” sign promptly open conclusion of the open house. The homeowner must remove the “For Sale” sign within forty-eight (48) hours after an agreement of sale is signed. “Sold” signs may NOT be displayed.
- C. One (1) security sign may be installed in the front yard of a residence. The sign must be no greater than one hundred (100) square inches, no higher than eighteen (18) inches and placed no more than two (2) feet from the foundation of the residence.
- D. No other service signs, including but not limited to vendor and contractor signs, are permitted.
- E. Political signs are permitted but must follow the following requirements:
  - i. Homeowners must submit a request form for the Executive Board to review and give approval before displaying any sign on their property.
  - ii. There is a maximum of twenty-five (25) signs per candidate within the community.
  - iii. Only one sign per home.
  - iv. An approved sign cannot exceed sixteen (16) square feet in total size.
  - v. Approved signs are permitted sixty (60) calendar days before any election (primary or general).
  - vi. Signage must be removed no later than fifteen (15) days after the election date (primary or general).
- F. Graduation signs are permitted between May 15<sup>th</sup> and June 30<sup>th</sup>.

**13. Trash, Recycling Containers, Dumpsters**

- A. No garbage/trash containers shall be stored in a yard.
- B. Trash containers must be stored in the garage.
- C. Trash/recycling containers may be placed at the curb for pick up the evening prior to collection and must be removed no later than 6pm the evening of collection.
- D. All trash bags must be placed in covered containers and may not be laid out on the curb for pick up unless in proper trash receptacles.
- E. Placement of a dumpster in the community requires notification to the Community Manager of when the dumpster will be delivered. Dumpsters cannot be placed in the street, and placement is limited to two weeks.

#### 14. Windows and window coverings

- A. Mirrored surfaces and all treatments that change an ordinary glass into a mirrored surface are Window treatments (blinds, backs of curtains, shutters) that are white, off white or natural solid wood colors shall be permitted.
- B. Window treatments are to be maintained properly. Broken blinds/missing slats, shades and curtains hanging crooked in the window, etc. are not permitted.
- C. Storage of boxes and other miscellaneous household items in front of windows, that are visible from the outside, are not permitted. If this is desired, an appropriate window covering is needed.
- D. Stickers, gel stick ups, and other forms of suction cups must follow the Holiday Decoration rules in Section 4.
- E. Replacement window architectural styles must be consistent with those originally supplied with the house.

#### 15. Lighting

- A. No ornamental lighting is permitted in mulch beds (i.e. decoration lighting during non-holiday times).
- B. Walkway lighting may only be used on one side of the walkway leading from a homeowner's driveway to front door and the lights must be spaced at least five (5) feet apart. These may be solar lights or hard wired (120V or 12V connected to the home electrical system).
- C. No lighting is permitted on either side of the driveway leading from street to garage.
- D. Accent lighting (landscape up-lighting and other forms of architectural lighting) must be hard wired (120V or 12V connected to home electrical system) and fixtures must be concealed by shrubbery. This type of lighting may **NOT** be solar.
- E. All fixtures must be incandescent, halogen lamps, CFL, or LED with a brightness level less than 800 lumens, the brightness of a 60 watt bulb
- F. Deck/Patio lighting will be approved with a homeowner's deck/patio approval.
- G. Colored lighting is not permitted anywhere on the exterior of a home. Colored lighting may only be used during the holiday season and must follow the duration rules listed under Holiday Decorations.

#### 16. Decorative Pots & Shepard's Hooks

- A. A maximum of three (3) pots are allowed in the front houses (six (6) in Classics and Estates)
- B. **Type:** All pots must be of substantial quality and size. They must not be common nursery grade pots designed for nursery stock or small indoor plant pots. The sizes of pots should be designed for hanging basket use or for making a decorative statement in front of a home.
- C. **Color:** Pots should be of tasteful neutral tones that blend well with the house décor (such as, but not limited to, black, grey, white, bronze, brown, tan, dark green, and shades of blue/grey).
- D. **Plants:** All pots must contain healthy, well maintained plants. Unhealthy and dead plant material should be removed/replaced immediately. Empty pots/containers should be stored inside.
- E. Shepherd hooks and decorative wrought iron pot stands/holders are allowed in mulch beds only and only when holding a pot. They must be removed immediately when the pots are removed. Each one of these will count as one of the previously mentioned three (3) pots allowed (six (6) in Classics and Estates). Also, if these shepherd hooks or pot stands/holders are located in the mulch bed, they will count as one of the four (4) ornaments allowed in the bed (eight (8) in the Classics and Estates).

#### 17. ALL OF THE FOLLOWING ADDITIONS, MODIFICATIONS, AND CHANGES REQUIRE ARB APPROVAL. PLEASE REFER TO ARCHITECTURAL REVIEW BOARD DOCUMENT FOR WHERE THESE ARE ALLOWED, AND THE PROCEDURE AND REQUIREMENTS FOR APPROVAL. FAILURE TO COMPLY MAY RESULT IN A SUBSTANTIAL FINE.

- a. Any exterior addition, modification or change
- b. Barbecues/Fireplaces/Fire Pits
- c. Basketball hoops (permanent types)
- d. Drainage and Irrigation Pipes, Drains and Systems
- e. Fences, including dog fences, screening fencing for air conditioner, generators, decks and patios

- f. Standby Generators**
- g. Patios, Decks, and Steps**
- h. Pergolas, Privacy Screens, & Screened Porches**
- i. Pools**
- j. Satellite Dishes and Antennas**
- k. Screened/Storm/Front Door (including paint colors other than as delivered by Pulte)**
- l. Solar Panels**
- m. Swing Sets and Play Equipment (permanent types)**
- n. Walls of any kind and wherever placed**



### **Section 3**

#### **PROHIBITED ITEMS**

Prohibited items in Applecross, include, but are not limited to:

- Awnings
- Bird Feeders/Bird Baths/Bird Houses
- Clothes lines or clothes poles
- Detached garages
- Dog houses/kennels
- Fountains
- Gazebos (except if part of a deck)
- Lawn ornaments over twelve (12) inches in height, unless approved by the ARB committee
- Plastic flowers
- Plastic lawn furniture on the front porch
- Plastic spinners/windmills
- Skylights (unless installed by the builder)
- Statues
- Storage buildings or sheds
- Tents of a permanent nature
- Trampolines
- Trash can enclosures
- Tree Houses
- Trellises
- Window air conditioners/fans
- Window boxes and wind chimes

The Executive Board has the right to immediately amend, change, delete or add to this list at their discretion. Notice will be sent to all homeowners if a change has been made.

## Section 4

### GOLF CART RULES AND REGULATIONS

#### 1. General

- A. Contact the Community Manager for help in registering a new golf cart.
- B. All personal golf carts to be used within the Applecross community must be registered within one week of obtaining the cart. It must be inspected by the Community Manager and must have a valid golf cart permit from the Applecross Country Club Master Association, Inc., (the "Association"). Any golf cart operated within the community without such registration and inspection is subject to an **immediate five hundred (500) dollar fine**. The issuance of golf cart permits shall be subject to the approval of the Board of Directors of the Association and shall be further subject to these Rules and Regulations.
- C. "Street Legal Vehicle/LSV/Electric Low Speed Vehicle" golf carts of any type are required to be registered and must follow every rule stated above and below as if it were a "non-street legal" golf cart (because it is utilized as a golf cart and travels on the same private roads within Applecross).
- D. If a homeowner loses golf cart privileges at the Applecross Country Club, the HOA will revoke the owner's privileges on HOA property as well.

#### 2. Golf Cart Permits and Annual Registration

- A. Payments below may be made by check only to "Applecross Country Club Master HOA". All required forms are available at <http://northeast.fsrconnect.com/applecrosscountryclubmaster> and are found under "Forms and Documents".
- B. In order to obtain a golf cart permit, an owner must register his or her golf cart with the Association's Community Manager on an annual basis. A fee of fifty (50) dollars will be collected at this time. An owner must fill out a registration form and submit the following documentation:
  - 1) **Proof of Insurance:** In order to obtain a golf cart permit, an owner's insurance coverage must expressly include the use of the golf cart within the Community. Insurance policies must provide coverage for general liability in an amount of at least three hundred thousand (300,000) dollars. The policy must further provide that the Association shall be given at least thirty (30) days' notice prior to the non-renewal, lapse, cancellation or termination of that policy. This must be shown at each inspection.
  - 2) **Indemnification Agreement:** Any owner wishing to use his or her golf cart within the Community must sign and date an Indemnification Agreement acknowledging and assuming any risk of liability resulting from the use of the golf cart within the Community and agree to indemnify and hold harmless the Association from any injuries, damages or other losses arising from or relating to the use of the golf cart. The existence of this document will be confirmed with each yearly inspection.
  - 3) Copy of a valid Pennsylvania state driver's license will be confirmed at each yearly inspection.
  - 4) Golf cart owners are subject to a yearly fifty (50) dollar registration fee. Additionally, the Board of Directors reserves the right to charge golf cart owners a reasonable fee(s) for this privilege at a frequency and amount determined by the Board of Directors as needed. Golf cart owners would be properly notified of any other adopted fees.
  - 5) A signed acknowledgement that the owner has been provided with and agrees to fully comply with these Rules and Regulations will be collected at the time of each yearly registration.
  - 6) A **MANDATORY** meeting will be held by the Golf Cart Committee each spring to review all rules and discuss any desired changes to the program they may request of the Association. This meeting will be a "one stop shop" for all new registrations, inspections and the collection of the yearly fifty (50) dollar registration fee. This yearly inspection will be done with the help of the Golf Cart Committee.

### 3. Golf Cart Construction and Type/Required Equipment

- A. The Association retains the right to stipulate from time to time the Golf Cart manufacturer(s) and model(s) that are approved for use within the community, including, but not limited to, the color, accessories and safety features that are required.
- B. Golf cart permits shall only be granted for golf carts inspected annually to ensure that each golf cart has certain mandatory items, including, but not limited to:
  - 1) seat belts
  - 2) operative breaks
  - 3) safe tires
  - 4) two operative tail lights
  - 5) two operative head lights
  - 6) rearview mirror
  - 7) any other safety equipment which may be required by state law

### 4. Records and Numbering Systems

- A. The Association shall keep a record of all golf cart permits granted by the Board of Directors, including the owner's name, address and contact information. Photos of the golf cart may be taken and kept on file.
- B. Each owner receiving a golf cart permit shall be assigned a registration number. This registration number must be placed on all four sides of the golf cart and must be of a size that can be read from a distance of fifty (50) feet. Any golf cart missing this registration number is subject to **an immediate one hundred (100) dollar fine and will fail inspection.**

### 5. Operations of Golf Carts

*(Please note that the registered owner of the golf cart is fully responsible for anyone operating their cart. All items with an "\*\*\*" are subject to an immediate hundred dollar (\$100) fine).*

- A. The policing of all aspects of private golf cart operation falls entirely upon the Association and any resident of Applecross is free to report any violations to the Community Manager for resolution. All rules, and changes or updates to the rules are at the discretion of the Association. The Golf Cart Committee is encouraged to present all suggestions for rule changes and edits to the Community Manager for presentation to the Board of Directors.
- B. \*\*Owners shall not use their golf carts or permit their golf carts to be used in such a way that creates a nuisance or a danger to the health and safety of other residents or the personal property of the Association. The definition of this situation is at the sole and absolute discretion of the Association.
- C. Owners with a registered personal golf cart shall be strictly responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the owner shall assume all risk and liability for any and all damages the owner, association, other owner or any other persons or property may sustain by reason of use or misuse, including, without limitation, damage to other golf carts and any property of the Association.
- D. \*\*Golf cart drivers are required to yield the right of way to pedestrians, cyclists and automobiles at all times.
- E. \*\*Owners with a registered personal golf cart shall be responsible to ensure that all drivers of the golf cart have a valid driver's license and follow all applicable Pennsylvania laws regarding age limits for such licenses. (A learner's permit at sixteen (16) years old allows driving between 5am to 11pm and a full license occurs at eighteen (18) years old plus six (6) months.)
- F. \*\*The total number of passengers may not exceed the designed capacity of the golf cart.
- G. \*\*Each passenger shall have an individual seat and seatbelt within the golf cart. All passengers are required to fasten their seat belts at all times when the golf cart is in operation on any roadway.
- H. Owners shall not leave the keys to the golf cart in the golf cart while unattended.
- I. \*\*Owners shall make sure that the parking brake is set at all times the golf cart is not in use.

- J. While operating golf carts within the Community, on HOA roadways and grounds, individuals are prohibited from possessing open alcoholic beverages in the golf cart and individuals may not drive, operate or be in actual physical control of the movement of the golf cart after consuming a sufficient amount of alcohol such that the individual is rendered incapable of safely driving, operating or being in actual physical control of the movement of the golf cart. An arrest for open containers or driving under the influence (DUI) in any golf cart will result in immediate revocation of the owner's golf cart permit and suspension of the privilege to use said golf cart in the Community. Use of alcohol on the golf course is regulated by the Golf Club.
- K. All owners who are granted permits to use personal golf carts within the community shall abide, at all times, with local, state and federal laws and regulations governing the use of golf carts.

**6. Golf Cart Storage and Where They May be Used**

*(Please note that any violation to any rule in this section is subject to an immediate hundred (100) dollar fine).*

- A. Golf carts must be housed or stored within a garage overnight. Golf carts may not be parked overnight in any location outside of the garage, including, but not limited to, under a deck, patio, in the driveway or adjacent to the house.
- B. Golf carts **MAY** operate on:
  - 1) Private roads within Applecross.
  - 2) The overflow parking lot of South Haines in the Villages where they may enter and cross onto the grass at hole number eight (8) which then gives access to Applecross Blvd. (NOTE: this is the only entrance to the course for residents at the Villages).
  - 3) Zynn Road only at the two (2) designated crossing areas.
  - 4) Golf course related facilities.
- C. Golf carts **MAY NOT** be operated on:
  - 1) HOA walking trails except where the Applecross golf cart path crosses the walking trail prior to holes 1, 5, 6, 8, and 10. There are **NO EXCEPTIONS** to this rule.
  - 2) HOA common property or sidewalks except where the cart path crosses.
  - 3) Fire/Emergency Roads.
  - 4) Public or township roads (i.e. Bondsville, Bollinger, East Reeceville, Zynn). (NOTE: Please refer to Penn DOT and local East Brandywine Township laws regarding LSVs' and golf carts driving and crossing over these roads.)
  - 5) Any personal property belonging to another resident without expressed permission of the property owner.
  - 6) Therefore, at this time, carts may not be owned in the Village Towns or the East Reeceville Towns.)

**7. Violations and Disputes**

- A. Any violation of these Rules and Regulations must be reported immediately to the Community manager in writing. Such reports shall include as much identifying information as possible, such as the identity of the party, the golf cart registration number, the date, time, and location of the occurrence and a detailed description of the violation. If a golf cart is involved in any accident resulting in injury, or any accident in which the golf cart or another vehicle cannot be driven away from the scene, then the East Brandywine Township Police Department must be immediately notified.
- B. All violations, whether reported or observed, shall be handled in accordance with the Article XXV of the Master Declaration, as any enforcement polices or provisions set forth in the Association's Governing Documents or applicable law.
- C. The owner of the golf cart shall be responsible for the cost and expense of any maintenance, repair and/or replacement to any Unit or Common Element Areas of the Community which are necessary in the determination of the Board of Directors as a result of the ownership, operation or use of the golf cart by the owner or anyone else, with or without owner's permission. Any amounts due and owing to the Association determined above shall be deemed to be an

assessment and shall constitute a lien on the owner's unit. Golf cart owners are responsible to pay the Association immediately upon demand all costs and expenses in connection with any damages caused by the ownership, use or operation of the golf cart, as determined by the Board of Directors.

- D. In addition to any of the remedies granted to the Association by its Governing Documents or applicable law for violations of these Rules and Regulations, the Association reserves the right to suspend an owner's privilege to use a golf cart within the Community.

**Section 5**  
**FINE AND ENFORCEMENT POLICY**

The statements below explain the fine amounts and process for rules previously set forth in this document which do not have specific fines assigned to them within the rules itself. Where fines are specifically mentioned, the fine and/or fine process will take precedence over those described in Section 8.

**1. Compliance and Breach**

- A. Each owner, tenant and/or occupant of a unit (hereinafter collectively referred to as the “homeowner”) shall be governed by and shall comply with all of the terms, covenants, conditions and restrictions of the Governing Documents
- B. The Executive Board of Applecross Country Club Master Association, Inc., a Planned Community, shall have the power to adopt, amend and enforce compliance with all terms, covenants, conditions and restrictions of the Governing Documents.
- C. Upon any violation of the terms, conditions, restrictions or covenants of the Governing Documents by any homeowner, the Executive Board shall have the authority to exercise any and all remedies provided for, directly or indirectly, by the Governing Documents to enforce compliance OR remedy any violation of the Governing Documents OR applicable laws. This includes the right to issue fines, bring a suit at law or in equity, or in certain circumstances, self-help measures, including entering a unit to abate or remove any violation.
- D. The Association shall be entitled to recover the costs of such proceedings, including reasonable attorneys’ fees, expenses and other costs incurred in connection therewith from a homeowner or other person violating the Governing Documents or applicable laws.

**2. Fines, Suspension of Good Standing Status:** In addition to such other rights and remedies available to the Associations for a violation of any Governing Documents or applicable laws; the Association may levy fines pursuant to the following guidelines.

**A. First Violation**

- 1) A notice of violation will be mailed to the homeowner advising of the violation and providing the homeowner with forty-eight (48) hours from the effective date of the notice to remove, rectify or cure said violation.
- 2) If the Executive Board determines that an existing violation or condition is of a type or nature requiring immediate curing OR it presents a threat to the health, safety and/or welfare of the community and/or one or more people OR would present such a threat, if left un-remedied for said forty-eight (48) hours, the Association shall have the right to:
  - a) shorten the forty-eight (48) hour cure window (provided the notice of the violation sets forth the shorter period)
  - b) if reasonably called for by the condition, take immediate action to remedy the condition, the costs of which shall be charged to the violating homeowner.
  - c) If the Association takes any action under clause ii. above, the Association shall still be obligated to issue a notice of violation to the homeowner, including a description of the remedial action taken by the Association and a description of why the Association believed such immediate action was necessary.
- 3) Nothing herein shall preclude the Association from contemporaneously pursuing an action at law or in equity in order to enjoin or abate the violation if the Executive Board determines that such course of action is appropriate.
- 4) The notice is to be forwarded via hand delivery or regular mail to the address of the residential unit within the Association and, if provided, an alternate address provided by the homeowner for such notices.

**B. Second Violation**

- 1) In the event that a homeowner fails, within the forty-eight (48) hours (or other time frame as set forth above and in the notice of violation), to remove, rectify or cure the violations set forth in the notice OR in the event a second violation occurs of the same type or nature within eighteen (18) months of the prior violation, a per day occurrence fine of fifty (\$50) dollars (as the Executive Board deems appropriate based upon the violation) shall be assessed against the homeowner until the homeowner has had an inspection done by the Executive Board and provided written notice to the Executive Board that the violation has been corrected to the satisfaction of the Executive Board.
- 2) In the event a third or further violation occurs of the same type or nature within eighteen (18) months, a per day occurrence fine of one hundred (\$100) dollars (as the Executive Board deems appropriate based upon the violation) shall be assessed against the homeowner until such times as the homeowner has had an inspection done by the Executive Board and provided written notice to the Executive Board that the violation has been corrected to the satisfaction of the Executive Board.
- 3) If the fine is not paid by the homeowner within the time period set by the Executive Board, the homeowner shall pay the fine upon notice of the Association. The Association shall provide written notice in the manner set forth above to the homeowner advising said homeowner of the fine and its continuing nature. The second notice may be sent contemporaneously with the imposition of the fine.
- 4) Please be aware that any payments made to the Association for monthly assessments will first be used to pay the fine which could subsequently cause your account to become delinquent.

**C. Suspension of Good Standing Status**

- 1) In addition to such other rights and remedies available to the Association, any violation of any of the Governing Documents or applicable laws by a homeowner may result in suspension of such homeowner's good standing status in accordance with the procedures set forth in the Governing Documents. Such suspension shall be effective until the violation for which the suspension was imposed shall have been cured to the satisfaction of the Executive Board.

**3. Right to be Heard Procedure**

- A.** If a homeowner desires to contest the issuance of a notice of violation or the imposition of fine, then the homeowner must provide written notice to be addressed to and within ten (10) days of the mailing by the Association of the first notice of violation and/or first notice of imposition of a related fine.
- B.** The written notice should request the Executive Board reconsider the imposition of a fine and must provide information supporting the reconsideration for the Executive Board's review and/or request an opportunity to be heard by the Executive Board.
- C.** Upon receipt of the homeowner's written notice, the Executive Board shall either review the contents of the notice and advise the homeowner of the Executive Board's decision, or shall schedule a date for the opportunity to be heard within 30 days. Written notification will be provided to the homeowner advising of the Executive Board's decision with respect to any reconsideration of advising of the date and time to be heard.
- D.** A Committee empowered by the Executive Board shall hear the matter, make findings of fact and recommend fines and/or penalties to be imposed. The Committee's decision, whether based on the written request for reconsideration or on any presentation before the Committee, shall be considered by the Executive Board at the next regularly scheduled Board meeting following said hearing by the Committee.
- E.** The Executive Board's decision is final.

- F. If the homeowner fails to provide said written notice contesting the notice of violation or requesting an opportunity to be heard within the ten (10) days of either notice set forth above, then the imposition of any fines shall be final.
- G. All notices to the Executive Board must be in writing, contain the name and address of the homeowner, the street address, the name and number of any and all occupants and/or tenants, if any, and must be addressed as follows:

Executive Board of Directors  
Applecross Country Club Master Association, Inc.  
c/o FirstService Residential  
400 Campus Drive – Suite 101  
Collegeville, PA 19426

- a. If any fines are imposed by the Association pursuant to this policy and/or any costs and legal fees are incurred by the Association with respect to the enforcement of the Governing Documents, then all such fines, costs and legal fees shall become a lien upon the homeowner's property as if the same were assessments pursuant to the Declaration.
- b. All remedies available to the Association for enforcement of payment of assessments shall also be available for the Association for the collection of fines, correcting the violation and enforcing the Governing Documents, including but not limited to, the reasonable costs and attorneys' fees for any action to enforce the same.

**4. Fines, Costs and Legal Fees**

- a. If any fines are imposed by the Association pursuant to this policy and/or any costs and legal fees are incurred by the Association with respect to enforcement of the Governing Documents, then all such fines, costs and legal fees shall become a lien upon the homeowner's property as if the same were assessments pursuant to the Declaration.
- b. All remedies available to the Association for enforcement of payment of assessments shall also be available for the collection of such fines, correcting the violation and enforcing the governing documents, including but not limited to, the reasonable costs and attorney's fees for any action to enforce the same.

**5. Additional Enforcement Rights**

- a. At the Executive Board's discretion and pursuant to the Association's Governing Documents, the Executive Board may elect to enforce any provision of the Declaration, the By-Laws or the Rules and Regulations through self-help measures, entering a home or upon any portion of the Common Elements to abate, remove any violation, using such force as may be reasonably necessary, restricting a homeowner's voting rights or restricting a homeowner's use of the Common Elements.
- b. The Executive Board shall not restrict a homeowner's right of ingress and egress to a unit.



## Appendix A

### Prohibited (and Invasive) Plant List

#### Aquatic Plants

- Brazilian water-weed
- Carolina fanwort, Green Cabomba, fish grass, Washington grass
- Curly pondweed, Curly-leaved or curlyleaf or crispy-leaved pondweed
- Didymo, Rock snot
- Eurasian water-milfoil, Eurasian milfoil, spike watermilfoil
- European water chestnut, Devil pod
- Floating seedbox Water primrose
- Hybrid cattail
- Hydrilla, Esthwaite waterweed
- Narrow –leaved cattail, Narrow lead cattail, nail rod
- Parrot feather watermilfoil, Parrotfeather

#### Further invasive items

- Amur corktree
- Amur maple
- Bee-bee tree, Korean evodia
- Bigleaf periwinkle, Greater periwinkle
- Butterfly bush, Orange-eye butterfly bush
- Chinese silvergrass, Eutalia, zebra grass, maidenhair grass
- Chinese wisteria
- Common periwinkle, Ground myrtle
- Doublefile viburnum, Japanese snowball bush
- Japanese corktree
- Japanese pachysandra, Japanese spurge, Chinese fever vine
- Japanese wisteria
- Lavella corktree
- Linden viburnum, Linden arrowwood
- Orange day-lily
- Paper mulberry
- Ravenna grass, Hardy pampas grass
- Rough bluegrass
- Siebold viburnum, Siebold'sarrowwood
- Small carpetgrass, Joint-head grass, hairy joint grass, jointhead
- Velvet grass, Yorkshire fog
- White mulberry, Common/Chinese/Russian white mulberry
- Wavyleaf basketgrass

#### Grasses

- (Homeowners are reminded of two points regarding grasses: 1 - while certain types of “fountain” and “plume” grasses which are seedless are allowed, they must be cut back to within a few inches of the

ground as soon as the grasses begin to die for the winter so that the long “fronds/grasses” do not blow into neighbors yards and 2 – no creeping grass varieties such as but not limited to zoysia, centipede, Bermuda, or any creeping “golf” type grasses are allowed to be planted because they invade common grounds and neighbor’s yards.)

- Any form of “plume” or “fountain” grass with seeds
- Cheatgrass, Downy or drooping brome, bronco grass, June grass
- Common reed
- Japanese stiltgrass, Nepalese browntop, packing grass
- Johnson grass
- Poverty brome
- Reed canary grass
- Shattercane

### **Herbs and Forbs**

- Beefsteak plant, Chinese basil, purple mint
- Bristled knotweed, Oriental lady’s thumb, Asiatic smartweed
- Brown knapweed, Horse-knobs, rayed knapweed, hardheads
- Black knapweed, Lesser or common knapweed, hardheads
- Bull Thistle
- Canada thistle, Canadian thistle
- Dames rocket, Dame’s violet, dame’s gillyflower, dame’s wort
- Garlic Mustard Hedge mustard
- Giant hogweed, Giant cow parsnip or parsley cartwheel flower
- Giant knotweed, Sakhalin knotweed
- Greater celandine, Tetterwort
- Goatsrue, Holy hay, professor-weed, Italian fitch
- Goutweed, Bishop’s weed, snow-on-the-mountain, holy hay
- Harry willow herb, Great willowherb
- Japanese knotweed, Fleeceflower, Mexican bamboo
- Jimsonweed, Jamestown weed, devil’s trumpet thorn apple
- Lesser celandine, Fig buttercup, pilewort
- Moneywort, Creeping Jenny or Charlie, wandering sailor
- Musk thistle, Nodding thistle
- Narrowleafbittercress, Bushy rock-cress
- Poison Hemlock
- Purple loosestrife, Swamp loosestrife
- Spotted knapweed
- Smallflower hairy willowherb
- Star-of-Bethlehem, Silver bells, drooping star-of-Bethlehem
- Wild Chervil, Cow parsley, keck, bur chervil
- Wild parsnip, garden parsnip
- Yellow flag Iris

### **Shrubs**

- Amur honeysuckle

- Autumn olive
- Bell's honeysuckle, Bella or showy bush or pretty honeysuckle
- Blueberry
- Border privet, blunt-leaved or obtuse-leaved or regal privet
- Chinese bushclover, Chinese Lespedeza, sericea lespedeza
- Chinese privet
- Common buckthorn, Purging buckthorn
- Common privet, European privet, wild privet
- European barberry, Common barberry
- Forsythia
- Glossy buckthorn
- Guelder rose, Cranberrybush viburnum, red elder, cramp bark
- Japanese barberry, Red barberry, Thunberg's barberry
- Japanese privet, Waxleaf ligustrum, wax privet
- Japanese spiraea, Japanese meadowsweet, Nippon spiraea
- Jetbead, Black jetbead
- Morrow's honeysuckle
- Multiflora rose, Rambler or Japanese or baby or seven-sisters rose
- Russian olive, Oleaster, wild olive
- Shrubby bushclover, Shrubby lespedeza
- Standish honeysuckle
- Tartarian honeysuckle
- Wineberry, Wine raspberry, Japanese wineberry
- Winged Euonymus, Burning brush, winged burning brush, winged wahoo

### Trees

- Any type of fruit bearing tree, such as but not limited to, Crabapple, Apple, Pear, etc.
- Callery pear
- Callery Pear (weak branches)
- EnglishOak
- Empress tree, Princess tree, royal paulownia
- European black alder, Common alder
- Fastigate white pine
- FemaleGinkgotrees(odor)
- Golden bamboo, Yellow grove bamboo, fish pole bamboo and any other variety of bamboo
- Golden raintree (weak branches)
- Hawthorn (thorn bearing)
- Japanese angelica tree
- KwanzanCherries ( innarrowyards-lowbranches)
- Lombardy Poplar
- Mimosa, Persian silk tree, silktree, silky acadia
- Norway Maple
- Red,Pin,Scarlet,orShingleOak
- Sycamore Maple, Mock Plane
- Siberian elm
- Sweetgum(spinygumballs)

- Tree-of-heaven, Chinese or stinking sumac, tree of hell

### **Vines**

- Any climbing vine species, especially those attaching to any structural surface as these quickly
- Black swallow-wort, Louis' or Louise's swallow-wort
- Chocolate vine, fiveleafakebia, raisin vine
- Clematis
- English Ivy, Common ivy
- Japanese honeysuckle, Chinese honeysuckle
- Japanese hops
- Jasmine
- Kudzu, Vine that ate the South
- Mile-a-minute, Devil's tear-thumb
- Morning glory
- Oriental bittersweet, Asiatic or round-leaved bittersweet
- Pale swallow-wort European swallow-wort, dog strangling vine
- Porcelain berry, Amur peppervine, porcelain vine
- Wintercreeper climbing euonymus, fortune's spindle

## **Appendix B**

**Town Ordinances and Codes East Brandywine Township Ordinances & Codes:**

<http://www.ecode360.com/EA1968>

**Pennsylvania Public Nuisances Law:**

<http://www.lgc.state.pa.us/download.cfm?file=/Reports/deskbook14/Issues-Health-WelfareSafety-02-Public-Nuisances.pdf>

**Pennsylvania Statutes:**

<http://www.webcitation.org/5IDPLAFTo>