

**APPLECROSS COUNTRY CLUB**  
**Architectural Rules and Standards for Exterior**  
**Additions, Modifications & Changes**



**July, 2023**

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## 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 of Covenants, Easements and Restrictions for Applecross Country Club, a Flexible Planned Community (the "Master Declaration"), Master Bylaws of The Applecross Country Club Master Association, Inc. (the "Bylaws") and the Applecross Country Club Master Association, Inc.'s Rules, Regulations and Design Opportunities (the "Rules and Regulations") are the documents known as the **Master Governing Documents of the Applecross Country Club Planned Community (the "Governing Documents")**. These Architectural Rules and Design Standards are in addition to all ordinances, building codes, zoning codes, and local codes and regulations. The homeowner shall comply with both the Architectural Design Standards and all local ordinances. In the event of a conflict within the Governing Documents, the more restrictive provision shall apply. To the extent that any local government standard is less restrictive than the Master Governing Documents, the Master Governing Documents shall prevail.

Article XXII of the Master Declaration requires that architectural approval must be obtained before any owner or occupant builds, constructs, or makes any addition, alteration, change, improvement, modification, repair, renovation, , reconstruction, or replacement to any exterior, part, portion, or surface of a unit or a lot. Every item within these Architectural Rules and Design Standards, unless specifically exempted per the express terms of the Architectural Rules and Design Standards, shall require submission and approval of an ARB application.

### **PROHIBITED OUTSIDE MODIFICATIONS CAN BE FOUND IN THE RULES AND REGULATIONS, SECTION 5 TITLED PROHIBITED ITEMS.**

This document details the regulations and the process for requesting architectural approval for permitted exterior changes. Proceeding with any work without approval may lead to fines and an order to restore the premises to its original condition. The term "homeowner" shall refer to a unit owner or any person or entity acting on behalf of a unit owner.

### **THE ARCHITECTURAL REVIEW BOARD RESERVES THE RIGHT TO DENY ANY REQUEST THAT COULD BE DETRIMENTAL TO THE VALUE OF HOMES WITHIN THE ASSOCIATION OR THE SAFETY OF COMMUNITY RESIDENTS.**

## Section 1

### Architectural Review Board (ARB) and Architectural Standards

#### **Overview and Architectural Functions**

In order to ensure harmonious and efficient development of the Property, before any homeowner may build, construct or make any addition, alteration, change, improvement, modification, reconstruction, renovation, repair, replacement or removal of or to any exterior part, portion or surface of a Unit, any structural portion of a Unit, or any portion of a lot or Unit visible from any other unit (the "Proposed Improvements"), the homeowner must submit a written application to the Architectural Review Board ("ARB") and obtain written architectural approval of the Proposed Improvements from the ARB.

Every Proposed Improvement in this document requires a written request to the ARB. If approved, and once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance. If any work is started prior to the homeowner receiving ARB approval, the homeowner shall incur a \$500 per day fine until all work ceases and the property is restored to its original condition.

The homeowner must submit the written application and obtain written approval of the Proposed Improvements in accordance with the application and approval process outlined in Section 4 of the Architectural Rules and Design Standards. The homeowner shall comply with the Architectural Rules and Design Standards, and agrees to accept and comply with any conditions of architectural approval imposed by the ARB as a condition of any approval granted.

**Architectural Functions of the ARB and Executive Board:** In the performance of their architectural review responsibilities, the ARB, and the Executive Board if necessary, are responsible for performing the following functions:

**First**, to maintain, regulate and preserve consistent and harmonious external design, appearance and location of the Units, Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, and Controlled Facilities, and all improvements thereon, in such a manner as will preserve and enhance the value and appearance of the Property and the homeowners' and Occupants' health, safety and welfare; and

**Second**, to maintain a harmonious and aesthetically pleasing appearance of the Property and the improvements, including the neighborhood's prevailing vegetation, topography and improvements; and

**Third**, to monitor compliance of the homeowners with all applicable architectural control provisions of the Governing Documents, as amended from time to time, and to ensure compliance with the applications approved by the Executive Board.

The following are meant to serve as an example of the factors taken into consideration by the ARB, and/or Executive Board, in evaluating and ruling on requests for architectural modifications:

- a. the overall aesthetics of the community
- b. value of the home and surrounding homes in the development
- c. maintenance of the home

- d. The effect the Proposed Improvements will have on other Units, the Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, and Controlled Facilities.

**Conditions of All Architectural Approvals**

The following conditions of architectural approval are meant to supplement the architectural application and review procedures outlined in the Governing Documents. The conditions of architectural approval stated below shall be deemed to be incorporated into all applications approved by the ARB and/or Executive Board without regard for whether such conditions are specifically stated in the approval issued or obtained. The conditions of architectural approval stated below will also be deemed to be incorporated into to all deemed approvals, approvals obtained on appeal, and any other approvals which a homeowner might otherwise obtain, without regard for whether such conditions are specifically stated in the approval issued or obtained. The conditions of architectural approval which shall apply to all architectural approvals are the following:

- a. Prior to commencement of work and/or the delivery of any materials to the jobsite, the homeowner shall secure any and all necessary zoning and/or building permits pursuant to federal, state, local or municipal statutes, laws, codes or ordinances; and
- b. The homeowner and the homeowner’s contractors shall comply with all applicable laws, regulations and ordinances, including safety rules and regulations and applicable zoning regulations throughout construction; and
- c. The homeowner shall be deemed to have irrevocably agreed, at the homeowner’s sole cost and expense, to indemnify, defend and hold the Association harmless from all claims, demands, injuries, judgments, losses and risks arising from or in relation to the Proposed Improvements, and shall execute the Architectural Indemnity Agreement set forth below; and
- d. Any vendor hired by the homeowner, as applicable, shall maintain workman’s compensation and general liability insurance in adequate amounts as determined by the Board throughout the course of the construction, installation and/or completion of the Proposed Improvements; and
- e. The Proposed Improvements shall be completed in strict compliance with the approved application, as well as all conditions incorporated into the approval by the ARB, and/or Executive Board; and
- f. No hazardous substances shall be used, installed, transferred, stored, treated, or held upon the property during the course of constructing the Proposed Improvements; and
- g. Upon completion of the Proposed Improvements, all disturbed portions of the Property, the Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, and Controlled Facilities, the Lot and Unit, shall be promptly returned by the homeowner, at the sole cost and expense of the homeowner, to

the condition and appearance which prevailed thereon prior to the start of work, except for those approved Proposed Improvements.

## **1. ARB Rules Applicable to all Decks, Patios, and Major Exterior Modifications**

- a. Prohibitions
  - i. No Unit may be combined or merged with any other Unit.
  - ii. No garage, deck or patio may be converted to residential living space.
- b. Timing
  - i. Unless otherwise approved in writing by the Executive Board, the homeowner will have ninety (90) days from the start date to complete the project. The start date will be defined as the beginning of any work associated with the project, or the delivery of any materials to the job site.
- c. Township Documents
  - i. All homeowners shall secure proper permits and township approval, along with Board approval, prior to beginning any work or the delivery of any materials to the job site. The ARB will require a true and correct copy of any and all applicable building and zoning permits required before final Board approval will be granted.
- d. Construction Material
  - i. To ensure a harmonious appearance of the development, all exterior construction materials must match the existing materials. The ARB will consider the use of upgraded materials in certain situations, i.e., original materials no longer available, or upgraded materials that could increase the value of the home (example: Hardie Board siding in lieu of vinyl siding). If you are the original homeowner, your settlement document has the original colors and materials used on your home. If you do not have this document or are not the original homeowner, please contact [necwarranty@pulte.com](mailto:necwarranty@pulte.com) to request the information.
  - ii. Please keep in mind that color fading of original construction materials occurs over time, and even though the same color is used, the entire side of siding, for example, may need to be replaced to assure complete uniformity of color, and this decision is at the sole discretion of the ARB and HOA.
- e. Technical Drawings
  - i. To be complete, all submissions must include professional grade drawings to scale of any exterior modifications. The ARB reserves the right to require additional drawings drafted by a licensed architect or engineer prior to granting a request.
  - ii. The homeowner shall submit a site plan, drawn to scale, depicting the location, height and dimensions of the proposed addition to the unit; as well as the property lines for the lot, the setback requirements and easements, and the footprint of the home, driveway, sidewalks, decks, patios, walls and existing landscaping.

- iii. Two sets of unit floor plans shall be submitted for review, including a copy of the as-built floor plans for the unit and a copy of the model floor plan for the type of unit in question. Both sets of floor plans must depict the elevation of the unit in relation to the grading for the lot. Any proposed changes to the unit's elevation, caused by the Addition, must also be depicted in both sets of floor plans.
  - iv. Drawing elevations: Drawings must include appropriately scaled views of front, rear and both side elevations, as well as an overhead view. The relationship to the existing home and grading should be made clear. **Lot grading cannot be altered.**
  - v. Materials List: homeowners shall provide a complete and separate list of ALL materials to be used on the Proposed Improvements. The Materials List must include details such as color, size, and type of material, brand, manufacturer and model, as applicable.
  - vi. A roof plan shall also be submitted, if applicable, with respect to any proposed Additions to the unit.
  - vii. Technical drawings shall clearly identify the size and position of the following non-inclusive list: pre-existing window wells, down spouts, sump pump outlets, drains, staircases, walls, fencing, privacy screens, hardscape planters, fireplace vents, decks, porches, patios, stoops, etc. Any of these items/structures that are on a neighboring property and are within twelve (12) inches of the Proposed Improvements should also be noted on the technical drawing. The proximity relationship to the proposed modification should be clear.
  - viii. Technical drawings should clearly depict the size and position of any new proposed gutters, downspouts and drains.
- f. Permitted Height of Unit Additions and Porch Roofs
- i. The height of any Addition to an existing home shall not be higher than the original roofline.
- g. Drainage
- i. When Additions are added to a home, the established lot drainage shall not be altered.
  - ii. All altered roofs shall drain solely within the deeded lot area.
- h. Construction Vehicles & Equipment
- i. A list of any motorized and/or hauling equipment being used on the property must be submitted, along with the width and weight of the equipment.
  - ii. A protective underlayment must be used underneath dumpsters or any heavy equipment that is being used.
  - iii. The application shall specifically indicate how construction vehicles and equipment will access the addition site.
  - iv. No access will be granted across the Common Area, Common Facilities, Controlled Facilities or the Club Easement Area.

- v. If you are considering using an adjacent Unit for access, you must complete the form in Section 4 entitled, "Neighbor Access Agreement."
- i. Unit Setback & Impervious Surface Coverage
  - i. All Additions to a Unit shall be built within the setback lines originally established for Applecross Country Club.
  - ii. No impervious surfaces such as, but not limited to patios, decks, walks, etc., shall be installed within thirty-five (35) feet of a storm water basin or any other storm water management facility.
  - iii. PA One Call shall be contacted in advance of any excavation.
- j. Turf Disturbance
  - i. All disturbed turf areas shall be remediated as follows:
    1. Any soil areas where compaction may have occurred shall be aerated to a minimum of six (6) inches.
    2. A minimum of four (4) inches of high organic content (4% minimum organic matter) topsoil shall be present.
    3. All level bare soil areas shall be carefully covered with loose straw, which shall be maintained until the turf is adequately stabilized.
    4. Adequate high-quality seed should be spread in such a quantity that rapid soil stabilization will result. Over seeding shall be required if adequate stabilization has not occurred with the first seed installation. The Association recognizes that weather conditions may be unlikely to allow effective germination and may agree to delay seeding until the first warm weather in the spring. Given this, the maintenance of the straw coverage and erosion control blankets will be imperative to prevent erosion with possible silt deposition on the HOA trail and/or nearby storm water basin.
- K. Catastrophic Situations
  - i. Special accommodations may be considered by the Board and the ARB in the event of an unforeseen catastrophic situation. Please contact the Community Property Manager to discuss special needs.

## **2. Additions**

**"Addition" Defined:** An Addition to a Unit, for purposes of architectural review, is defined as an enclosed structure attached to the current home which provides additional square footage of living space.

### **a. Unit Additions**

Applications for Additions will be subject to a higher standard of review. The homeowner is strongly encouraged to schedule a preliminary meeting with the Community Manager to review the Proposed Improvements, and any preliminary sketch plans and have a general discussion of work to be done. This meeting is intended to provide the homeowner with



information about compliance with the Governing Documents before the homeowner spends time and incurs unnecessary costs prior to gaining approval. When applying for an Addition, a fee of \$250 will be required to cover additional management costs associated with review, communication and oversight.

The architectural design of any and all Additions, alterations and renovations to the exterior of a Unit shall conform to the design of the original Unit.

Due to the harsh winters, homeowners are strongly encouraged to have Proposed Improvements on their Unit completed in warmer months to allow the homeowner time to complete the project in the allotted ninety (90) days (see Section 4, "Implementation of Approved Plans" for fines related to non-compliance to these addition rules).

The Board reserves the right to require the installation of on-lot dry wells or other drainage measures to mitigate additional impervious load and will inform the homeowner if this is applicable to their application submission.

- a. Neighborhoods
  - i. Additions may be allowed in the Classics, Estates, Villages, Fairviews and Meadows but MUST be submitted through the ARB and approved prior to any start of construction or the delivery of any materials.
  - ii. Applications for Additions in the Carriages, Towns and Village Towns will be denied.
- b. Pulte Addition Options
  - i. An Addition/option to the home that was offered by Pulte at the time a particular model was built will be reviewed and considered for approval, provided all other conditions outlined in the Governing Documents are also met. This should be considered first when adding additional living space.
- c. Addition Locations
  - i. Fairviews, Meadows and Villages: Additions to Units in these neighborhoods are ONLY permitted in the rear of the home. Additions will NOT be allowed in the front or sides of the home.
  - ii. Classics and Estates: Additions to Units in these neighborhoods are allowed in the rear and side of the home; but ONLY as provided by Pulte's original options offered.
- d. Basement Additions Prohibited: Applications for Additions requiring basements to be dug out will not be approved.

### **3. Front Walks/Front Steps/Front Porches**

- a. In the Village Towns, Towns and Carriages front walks, steps and porches must remain the same as originally built.

- b. In the Estate, Classics, Fairviews and Meadows changes are allowed as follows: (NOTE: The ARB will review for a cohesive aesthetic in which all various components complement each other):
- i. Materials
    1. Materials used must be stone, stone overlay, pavers, slate, and cement. Paint, painted on coatings, epoxy, sprayed on coatings, troweled on coatings, etc. are NOT allowed (see paint exception under Porches, item #3 below). Cement walks may be patched with appropriate cement bonding material or patch. Colors shall be browns, tans or grays and shall compliment the home and blend with the natural surroundings of the neighborhood. The Executive Board has the right to refuse colors which do not accomplish this.
    2. Foundations must be properly laid to meet all building code restrictions.
  - ii. Walks and Steps
    1. Steps may be widened so long as they are in proportion to the entrance.
    2. Front walks shall remain in a similar position as originally built for the Unit. For most Units in the Association, these walks lead to the driveway; therefore, an application for a front walk constructed out to a sidewalk or road shall be denied.
    3. Some allowance for curvature and symmetry may be permitted as the front walk is constructed, so long as it is maintained in the position of the existing walk.
    4. Any movement, however slight, of the front bed to accomplish the design must not enlarge the bed itself.
  - iii. Front Porches
    1. It is strongly encouraged that changes to the front elevation of homes conform to the options that Pulte offered on the original homes.
    2. The Executive Board shall consider changes to prevent water damage and safety hazards if an application is submitted.
    3. Cement reconstruction, or many of the natural and man-made materials designed to provide an “overlay” to the current porch, such as but not limited to, slate, India rock/stone, are allowed.
      - a. For porches only: patching of cracks and certain troweled on products which mimic cement in texture and color, as well as masonry paint may be allowed. Colors must be browns, tans or grays and must compliment the home and blend with the natural surroundings of the neighborhood. The Executive Board has the right to refuse colors which do

not accomplish this. If painted, the paint must NOT be applied below the front cement lip of the porch.

- iv. Railings
  - 1. Railings for front steps shall be wrought iron, aluminum or PVC covered.
  - 2. Colors shall be black or white.
  - 3. Railings shall be securely anchored, and the design must compliment the front entrance.

#### **4. Driveways**

- a. Driveways must be maintained in good overall repair, free of potholes and cracks. A homeowner may be required to seal the entire driveway to ensure a uniform look along the entire driveway.
- b. Carriages, Fairviews, Meadows, Towns, Villages and Village Towns: Asphalt driveways are limited to the current delivered sizes and shapes and asphalt extensions to these driveways are prohibited, the following exceptions:
  - i. One (1) row “only” of pavers will be allowed down each side of a driveway to aid in stepping out of vehicles.
    - 1. The maximum width of the paver or block is limited to twelve (12) inches measured perpendicular to the driveway.
    - 2. Colors may be the typical Belgian block gray/white or muted natural colors similar to those allowed in the front walk upgrades. The selected colors, as well as the overall project, MUST be approved by the Board.
- c. Classics and Estates only: Asphalt driveways may be enlarged subject to Board approval. If approved, the entire driveway MUST be sealed within one (1) year of completion of the extension.

#### **5. Garage Doors**

- a. Owners of detached Units may change their garage doors, including windows, with Board approval. Garage doors must not have added hardware beyond the handles originally supplied, with the following exception:
  - i. Classics and Estates: The garage doors have additional design leeway, but must be harmonious with the original Pulte provided style and approved by the Board.
- b. Attached homes MUST replace their garage door with the same style originally on the home. Windows are not allowed if they were not originally supplied at the time the Unit was built.
- c. Garage doors must be installed according to the manufacturer’s recommendations.

## **6. Mailboxes & Posts**

(NOTE: Please refer to General Rules for maintenance related requirements).

- a. Fairviews, Meadows, Villages: Due to the high density of the area and homes, mailboxes must be maintained in the original design and black color. Mailboxes and posts must be painted periodically to maintain a fresh appearance. Nothing is to be attached to the mailbox, post or beside it. The mailbox must be forty (40) inches in height measured from the bottom of the mailbox to the ground. The front of the mailbox must be four (4) inches from the street side of the curb per the township guidelines. A homeowner is permitted to place a mulch ring around the mailbox; however it must be free of all flowers, vines, pots, etc. to the same standard as mulched tree rings. This is to protect the visibility of the house address numerals for emergency situations.
- b. Classics and Estates: Mailboxes must be maintained in the original design and black color. Nothing is to be attached to the mailbox, post or beside it. If a homeowner wants to change the appearance, a request to the ARB must be completed. The mailbox must be forty (40) inches in height measured from the bottom of the mailbox to the ground. The front of the mailbox must be four (4) inches from the street side of the curb per the township guidelines. A homeowner is permitted to have a mulch ring around the mailbox. Planted flowers are allowed in the mulch ring; however the visibility of the house address must not be compromised for emergency situations.
  - I. Street numbers should be easily visible at all times and immediately replaced if damaged or missing

## **7. Decks/Deck Steps/ Pergolas/Patios**

NOTE: The Village Towns off Bondsville Road have unique decks and steps built by Pulte and delivered in their own unique color combination which match the new siding colors. All new construction shall match the color scheme and sizes. Many of the requirements below still apply. Exceptions which require conformity are noted with the "VT" for Village Towns. The VT specs are listed under rule "c" below.

- a. All decks
  - i. All decks must be in the rear of the Unit.
  - ii. In the Carriages, Fairviews, Meadows, Towns, Village Towns and Villages: No decks or steps may be constructed which extend beyond a line created by the side walls of the home. In the Classics and Estates, however, the Board may review applications for deck steps on a case-by-case basis and approve an application depending on specific angles, design concepts and proximity to neighbors.
  - iii. White top rail with either black or white spindles shall be used.
  - iv. All structural beams, posts, band boards, stair stringers shall have pressure treated materials.

- v. All structural beams/column supports shall be pressure treated wood and concealed with white vinyl wrapping or composite deck material. (Exception VT see “e.” below)
  - vi. Lattice shall be white in color. (Exception VT see “e” below)
  - vii. No exposed wood is permitted. Painting exposed wood is prohibited.
  - viii. Any deck not exceeding six (6) feet above grade, as measured from the bottom of supporting beams, shall have a weed barrier cloth placed on the ground to the perimeter of the deck on all sides. This shall be covered with a neutral-colored stone to hide the weed barrier and hold it in place.
  - ix. Deck/Patio lighting will be considered in conjunction with a homeowner’s deck/patio application. Colored lighting is not permitted anywhere on the exterior of a home.
- b. Deck Steps
- i. Composite deck material shall be used; this includes the risers and treads.
  - ii. White top rail with either black or white spindles shall be used.
  - iii. Standalone stairs on the back/side of the home may have steel or wrought iron railings. The railings shall be black or white in color (exception VT – see “d” below).
  - iv. All steps shall have white risers to match the white stringers (exception VT–see below “e”).
- c. Pergolas
- i. All pergolas shall be in the rear of the home. No pergola may be constructed which extends beyond a line created by the side walls of the home.
  - ii. All structural posts and roof joists shall be white vinyl or white vinyl clad wood.
  - iii. No exposed wood is permitted. Painting exposed wood is not permitted.
- d. Patios
- i. Patios shall not alter storm water intent by discharge of roof leaders or altering grade intent on the property. Excess spoils from excavation of patio area shall be removed and disposed of properly in accordance with all applicable industry standards.
  - ii. Patio materials used for construction, reconstruction or repair shall be limited to stone, stone overlay, pavers, slate, cement, stamped cement and brick. Paint, painted on coatings, sprayed on coatings, troweled on coatings, etc. are prohibited.
  - iii. Colors shall be browns, tans or grays and must compliment the home and blend with the natural surroundings of the neighborhood. The Board has the right to refuse colors which do not accomplish this.
- e. Special Specifications for Village Towns

- i. Composite material color shall match the home Pulte delivered trim.
- ii. Railing style and color shall be consistent with existing deck railings in the Village Townes Community.
- iii. Color of privacy walls shall be consistent with existing deck railings.
- iv. All structural beams/column supports shall be pressure treated wood and appropriately painted to match the Pulte delivered trim color.
- v. Deck sizes on the Surrey model shall be 10' deep x 20' wide.
- vi. Deck size for the Adirondack and Cascade models shall be 10' deep x 8 wide.
- vii. Applications for gazebos or covered deck structures shall be denied.
- viii. Any deck six (6) feet or lower to the ground, as measured from the bottom of supporting beams, shall have a weed barrier cloth placed on the ground to the perimeter of the deck on all sides. This must be covered with a neutral-colored stone to hide the weed barrier and hold it in place.

## **8. Privacy Screens**

- a. Side privacy screens are permitted to separate adjacent decks and patios.
- b. Privacy screens shall not exceed six (6) feet in height. Maximum height measured from the finished ground elevation/finished deck flooring to the highest point of the submitted screen.
- c. Privacy screens shall not extend past the outer boundary of the patio or deck.
- d. Composite materials, vinyl, or vinyl wrapped pressure treated wood are the only materials permitted.
- e. Color: Must be harmonious with the color of other privacy screens in the community.

## **9. Roof Shingles**

- a. Major repairs and roof shingle replacement shall use CertainTeed Landmark shingles in Weathered Wood color, or GAF Timberline HDZ Shingles in Harvest Blend finish, Cedar Falls color. The use of these shingles may be reserved for when there is a need or desire to fully replace a roof or to replace all of either a front or rear roof elevation.

### **AN ARB REQUEST IS REQUIRED FOR MAJOR REPAIRS AND ROOF REPLACEMENT**

- b. Designer shingles with different styles/shapes are not permitted.
- c. Applying new shingles over existing shingles is not permitted.
- d. Minor repairs: When homeowners experience the intermittent loss of a few shingles and require replacement, they shall use the appropriate shingle type and color to match the existing roof shingles. The shingle color throughout the development is weathered wood color. Roofs with a patched appearance may be

required to have the shingles replaced on the entire side of the roof to avoid the patched appearance. If minor repairs meet these conditions, no ARB application is required.

## **10. Walls/Fences/Electric Fences**

- a. Fences/Electric fences
  - i. Fences/Electric Fences are NOT permitted in the Carriages, Fairviews, Meadows, Towns, or Village Towns.
  - ii. Fences/Electric Fences are permitted in Classics, Estates and Villages, but must be approved by the Board.
    - a) Fences may only be installed along and/or to the rear of a line created by the rearmost wall of the unit. They are not permitted in side yards or front yards.
    - b) Only wrought iron or aluminum type “wrought iron” fencing is permitted.
    - c) The fence height shall not exceed six (6) feet.
    - d) Electric pet fences may be installed by homeowners to restrain pets, but such fences shall only be installed along and/or to the rear of a line created by the rear most wall of the unit. They shall not be located in side yards or front yards. All electric fences shall be installed underground. The electric fence shall be installed, maintained, repaired, replaced, removed, serviced, used by, and at sole cost, risk and expense of the homeowner.
  - iii. No fence of any kind shall be installed within fifteen (15) feet of the golf course.
  - iv. No alterations, changes or additions shall be permitted to fences constructed by the builder or the homeowner of an adjacent unit.
  - v. No post or rail type fencing is permitted.
  - vi. No chain link or similar material is permitted.
  - vii. Variances in fence height may be granted by the Board for walls adjacent to public rights of way.
  - viii. If a fence is to be built on a common property line, letters from neighboring homeowners shall be obtained stating their agreement to the construction/modification of the fence. Such letters shall be submitted with the application to the ARB. These letters shall only be a factor when making a decision on the application.
  
- b. Walls

- i. Walls are permitted in the Carriages, Classics, Estates, Fairviews, Meadows, Towns, Villages, and Village Towns and must be approved by the Board.
- ii. Walls shall only be installed along and/or to the rear of a line created by the rear most wall of the unit. They are not permitted in the side or front yards.
- iii. No alterations, changes or additions shall be made to walls constructed by the builder or the homeowner of an adjacent unit.
- iv. The maximum height of any walls shall not exceed thirty (30) inches as measured from the finished ground elevation on the highest side of the submitted wall.
- v. The stone or masonry constructed columns or posts normally used as an accent to the ends or corners of a patio wall shall rise not more than nine (9) inches above the thirty (30) inch high wall. This includes any cap sitting on top of such column.
- vi. Any gates associated with a patio wall access or exit shall be no higher than the thirty (30) inch wall. Gates shall be constructed of wrought iron or a similar aluminum material.
- vii. Cut or fill slopes along the exterior of the wall shall be smooth and taper gradually to match existing grade.

#### **11. Barbecues/Fire Pits/Fireplaces**

- a. Built-in barbecue units, fire pits and fireplaces shall be contained within the rear yard patio/courtyard and must be designed as an integral part of the Unit.

#### **12. Wood Safety Barriers**

- a. 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 the Unit.
- b. Temporary wood safety barrier replacement should be with a white vinyl railing, or white colored paint.
- c. Units in the Village Townes are an exception because of the Pulte provided trim colors. Temporary wood safety barrier replacement in Village Townes shall be trim colored vinyl, or trim colored paint.

#### **13. Pools/Spas**



- a. Pools are only allowed in the Estates and Classics homes. Consideration must be given in designing pool and spa areas to provide privacy for the homeowner and for neighbors.
- b. All pools/spas shall be located in the rear yard only.
- c. All pools/spas shall be of the in-ground type, EXCEPT that the above ground spas may be permitted if the spa will be adequately screened from street view and the view of the neighboring property, including the Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, and Controlled Facilities.
- d. Above ground spas must be of the hard shell type. They must be installed on a patio or deck and must have a locking mechanism in place. The cover shall be locked when the spa is not in use.
- e. Pools/spas shall be enclosed as required by East Brandywine Township Code.
- f. Automatic closures shall be installed on gates leading to pool areas.
- g. All ground mounted spa equipment shall be screened from street view and from the view of neighboring property. Screening must be at least one (1) foot higher than the equipment. Such screening structures must be set back from the equipment according to manufacturer's recommendations or, if no recommendations are available, shall be placed a minimum of three (3) feet away from the equipment, to allow for adequate air circulation.
- h. If the setback requirements for a lot would prohibit the construction of a screening structure as provided herein, a landscape buffer may be approved by the Board as an alternative.

**14. Screened Porches/Porch Screened Doors**

- a. Screened porches on decks or patios, with or without partial walls, or as part of a standalone patio/porch are considered a screened porch and are ONLY allowed in the Estates, Classics, Villages, Fairviews and Meadows. All screening used in doors and walls must be translucent.
- b. Permanent screened doors are only permitted on screened porches. Screen fabric shall be translucent to match the screen in the screened in porch.
- c. No portable or temporary tent-like structures with screens or mosquito netting shall be placed on a deck or patio and used as a screened in porch area.
- d. Structures, such as, but not limited to, prefabricated, modular, pre-built or "bolt-on" types commonly using a large amount of glass and aluminum, or similar materials may be attached to a home and used as a sunroom or screened porch either on a deck or patio, subject to Board approval. These structures need to have harmonious appearance to the homes in the Community and must be maintained to keep that appearance.

**15. Front Doors/Storm Doors**

- a. Storm Doors (NOTE: The intent regarding storm doors is to make them look as invisible as possible.)
  - i. Front and back storm doors shall have full, clear, glass from top to bottom and side to side with only a narrow supporting panel around the glass.
  - ii. Screen panels are permitted for use in warmer months but are NOT to be of a permanent nature.
  - iii. Except for the Classics and Estates, glass must be clear glass only. No glass treatments are allowed.
  - iv. The color of the supporting storm door structure, as well as the panels supporting the glass (the door itself) shall match the color of the house trim they are mounted on or be white in color. Alternatively, storm doors are permitted if the panels themselves match the color of the home door.
- b. Front Doors
  - i. Front door replacement colors and repainted front doors must be aesthetically consistent with the original front door and/or the original color.
  - ii. Replacement of a front door requires Board approval, except if it is an exact replacement of the existing door.

**16. Windows**

- a. The architectural style of replacement windows shall be consistent with those originally installed on the Unit.
- b. All replacement windows shall have mullions.
- c. Exact replacement of windows with mullions do not require ARB/Board approval.

**17. Shutters**

A. Repainting shutters in the original Pulte color does not require an ARB request. Repainting shutters in any other color requires an ARB request. Replacing shutters requires an ARB request.

**18. Drainage/Irrigation Drains/Pipes and Systems**

- a. All pipes and/or drains that emerge from any home shall be buried within two (2) feet of the location where they emerge from the home.
- b. Water from sump pumps, rain gutter systems, and other impervious surfaces (i.e., patios and decks) must be handled in such a manner that it does not affect adjacent homeowners, common area, or storm water facilities.
- c. Temporary use of above ground extensions for up to three (3) months is permitted for emergency uses, or to allow time for underground placement. Permanent use of such extensions is prohibited.

- d. The use of underground drip irrigation systems, rather than spray type systems, is encouraged.
- e. Spray irrigation shall be limited to turf areas because of its inefficiency and the effect it has on the microclimate.

**19. Permanent Basketball Hoops/Goals**

- a. Permanent basketball hoops are only permitted in the Classics, Estates and Villages and require ARB/Board approval.
- b. Permanent basketball hoops shall be installed on a pole of a size meeting the installation requirements.
- c. Poles and assemblies shall be black. Backboards shall be transparent.
- d. A picture of the basketball hoop shall be included with the ARB application.
- e. The location of the basketball hoop shall be noted on the plot plan on the ARB application.

**20. Permanent Swing Sets/Play Equipment**

- a. These are only permitted on the Classics, Estates and Village homes and must be approved by the ARB/Board.
- b. The set cannot exceed twelve (12) feet in height.
- c. The playset must be solid, earth-tone colors (with the exception of slides or injection molded plastic parts).

**21. Air conditioning Fencing**

- a. Air conditioning privacy fencing must be white or match the color of the home's siding, having a maximum height of four (4) feet at the highest point of grade. Fencing must be vinyl material and must maintain manufacturer's minimum clearance from unit to object so as to not void the unit's warranty.

**22. Permanent Standby Generators**

- b. Permanent standby generators approval will be based on relative size, location, noise, exhaust impact and aesthetics on applicant's unit as well as the neighboring unit. The generator shall be installed by a registered electrician in accordance with applicable state, county and Township regulations, and the manufacturer's specifications.

**23. Satellite Dishes/Antennas**

- a. Satellite dishes or antennas may only be installed on a homeowner's property.
- b. Sizes of above shall be smallest size possible and shall not exceed one (1) meter in diameter or diagonal dimension.

- c. To the maximum extent possible, ground level satellite dishes shall be screened from view from the street, and other lots using landscaping or fencing.
- d. Satellite dishes/antenna may not be installed on the ground in the front yard where they may be easily viewed by other homeowners unless the homeowner can document that the signal reception is unacceptable in the described preferred installation locations.
- e. All exposed wires shall be concealed and made as unobtrusive as possible.
- f. Satellite dishes and antennas must be properly installed in accordance with all applicable state and county statutes and regulations, as well as the manufacturer's specifications.

## Section 2 ARB Solar Panel Rules

Please see Section 4 for application and approval process. Once changes/modifications have been completed, the ARB committee will inspect completed changes for compliance. The laudable goal of saving energy and incorporating equipment and systems into and onto homes has resulted in increased interest in the installation and use of solar energy devices and equipment. The Association does not want to prevent use of such devices, but feels it is important to ensure that such equipment is reasonably controlled as to appearance and location of installation, so as to protect neighbors and the community as a whole from unsightly equipment and/or installation, and to protect homeowner value. Accordingly, the purpose of these rules about solar energy and equipment is to reasonably control use and location to protect home values and aesthetics in the community, without preventing their use.

1. Due to the high density of areas of our community, solar panels shall only be allowed in the Classics and Estates. However, solar panel requests from other sections of the community will be considered on a case by case basis considering safety, the density of homes in the community, protection of neighbors and the community as a whole from unaesthetic equipment and/or installation, and to protect homeowner value.
  
2. Installation Guidelines:
  - a. Detailed plans for installation and place of any solar panel/energy device shall be submitted to the ARB and the township for review and receive written approval from the ARB/Board and township prior to such installation.
  - b. Owners must check with Pulte and their insurance company prior to installation of devices for how such installation may impact their roof warranty or other aspects of their structure. The Association is not liable for roof damage or for adverse effects to roof warranties that may occur upon installation of solar panels.
  - c. All installations and maintenance work shall be performed only by contractors who meet all of the qualifications, certifications and liability insurance requirements defined by any local, county, state, or federal governing body. Each contractor must have a PA home improvement contractor registration number (e.g., PAHIC#12345) as required by the PA Home Improvement Consumer Protection Act of 2008. The PAHIC number and proof of required insurance must be submitted with the original ARB application.
  - d. Only roof-mounted solar panels are permitted. Roof-mounted solar panels shall not be visible from the street. The Association realizes that for some Units, specifically on corner lots, compliance with this standard is impossible. Applications for installation on the back roof side of the house under these circumstances shall not be denied based upon a violation of this rule.
  - e. Roof-mounted systems shall be installed so that the panels are flush mounted and centered on the backside of the house roof if sufficient space is available.

- f. The solar panels shall be installed as far back as possible to the rear of the house. The front slope of the roof of the house or garage may not be used.
- g. If an alternative placement location is necessary in order for the energy device to reasonably work as intended, so that any loss of efficiency or capability is no more than ten (10) percent, the ARB/Board shall consider the ability of the device to properly work regarding its location. If the location which would be required under these rules would result in the device losing ten (10) percent or more of its efficiency or energy generating capability, then the ARB/Board may approve the homeowner's prefer location if that location is truly necessary under the factors set out in this subsection.
- h. Solar units must not break the ridgeline.
- i. Solar panels shall be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
- j. Visibility of devices and their components shall be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ARB.
- k. All roof-mounted equipment shall match the color of the roof material. Exposed surfaces such as any frame or supports for panels, but excluding the exposed collector panel face itself, must be painted to match or the color of the materials used must match the surface on which it is mounted.
- l. All exterior cables and/or power lines for solar panels shall be painted to match, or the color of the materials used shall match, the color of adjacent roof material and walls. Aluminum trim, if used and visible, should be anodized or otherwise color treated to blend into the surroundings as much as possible.
- m. Owners shall 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.

## Section 3 ARB Landscape design Standards

**All changes to the landscaping of any property in Applecross require the submission of an ARB request and the approval of the Architectural Review Board, except for annual flowers.**

### **Goals of Applecross Landscape Design Standards**

The following are meant to serve as examples of the factors taken into consideration by the ARB, and/or Executive Board, in evaluating and ruling on requests for landscaping architectural modifications, and achieving design goals:

- a. **The overall aesthetics of the community**
- b. **Maintenance of open views and sightlines in the community**
- c. **Assuring proper spacing of plants at maturity.**
- d. **Prevention of invasive species in the community**
- e. **Prevention of encroachment of trees, shrubs, and plants into neighboring properties**
- f. **Prevention of bare and empty mulch beds during the winter months**

### **1. Landscape Design - General**

- a. **Classics and Estates only** Hedges may be used to define the property in place of a fence on the rear lot only. Hedge plants shall be evergreens with small leaves or densely branched deciduous shrubs and must be limited in height.
- b. **All Unit Types:** No flowers shall be planted closer than two (2) feet from the sidewalk or street, and no tree or shrub is permitted where it will grow past the homeowner's property line.
- c. **All Unit Types:** If the homeowner is within the original Pulte delivered mulch bed, or a bed previously approved by the ARB, and if there is a need to replace a dead or dying shrub or tree with the same variety (or similar variety within the same family), homeowner may do so without ARB/Board approval. This may also be to change color or improve the health using a new hybrid of the same shrub or tree. The intent of this rule is to provide some reasonable leeway in planting in one's current mulch bed. **NOTE: Increasing the size of the original Pulte provided mulch beds requires ARB/Board approval.**

### **2. Trees and shrubs:**

- a. All trees and shrubs shall be planted so that their anticipated full growth drip line is within the homeowner's property boundaries. The selection of trees, shrubs and plants are subject to ARB/Board approval. **See Appendix A for Approved Plant List.**

### **3. Mulch Beds:**

- a. No application for mulch beds or landscaping shall be approved without a complete plan describing each planting to be in the bed along with the exact location. Stones may not be used in place of mulch.
- b. **Carriages, Fairviews, Meadows, Villages, and Village Townes:**

Front mulched shrub beds shall **NOT** be enlarged. The shape of the shrub bed shall be maintained as originally Pulte delivered. 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 Association services are provided, the inability to identify the additional part of the bed (which is the homeowner's responsibility) would incur additional costs to the Association. **All side and rear beds continue to require ARB/Board approval** and are the homeowner's responsibility.

  - 1) **Outlining mulch beds is NOT permitted.** Where certain landscaping drainage issues are present, applications will be reviewed on a case-by-case basis by the ARB committee and the Executive Board.
- c. Classics and Estates:
  - 1) ARB applications are required for modifying or adding front, side and rear yard mulch beds.
  - 2) Outlining mulch beds shall be approved by the ARB/Board. Concrete, stone, and brick that complement the color of the home/landscape may be used. They shall be set at a minimum of three (3) inches under grade.
- d. All Unit Types:
  - 1) Mulch beds shall be designed in such a way that there are colorful plants in the bed during every season. There should be no empty mulch beds in winter, and annuals shall be removed when they die.



## Section 4

### ARB Request & Approval Process

For any rules that require ARB/Board approval, the homeowner must submit an Exterior Modification Request Form, and other materials as set forth in this section to the Management Company. These requests will be reviewed by the appropriate Committee and the Executive Board. The commencement of any construction or alteration, or the delivery of any materials to the job site, is not permitted until written approval is received by the homeowner from the ARB/Board via the Management Company.

There are no exemptions or automatic approvals. It shall be the responsibility of all homeowners to comply with all standards and procedures within these Architectural Rules and Regulations, as well as all requirements of the **Governing Documents** and any applicable amendments. Article XXII & Article XXIII (pg. 844) of the Governing Documents shall be reviewed for general use restrictions and architectural control.

The appropriate Committees and/or the Executive Board shall review plans and specifications. The ARB and/or Executive Board shall enforce these Rules and Regulations and may promulgate additional design standards and review procedures. The Executive Board has exclusive authority with respect to ensuring that any modifications, additions, alterations made to lots/structures/landscaping on lots are consistent with the Governing Documents and the overall aesthetics of the Community. After a lot and its structures have been completed according to the approved plans, the appropriate Committees and/or the Executive Board shall review all changes to the exterior of the structure and the lot for compliance with the approved application.

#### **Submittal Procedures:**

IF A HOMEOWNER BEGINS WORK, COMPLETES WORK, OR HAS ANY MATERIALS DELIVERED TO THE JOB SITE WITHOUT PRIOR WRITTEN ARCHITECTURAL APPROVAL, THE EXECUTIVE BOARD WILL SEND A LETTER TO THE HOMEOWNER. THE HOMEOWNER MUST IMMEDIATELY CEASE AND DESIST WORK AND SUBMIT THE PROPER ARB SUBMISSION WITHIN FIVE (5) DAYS. THE SUBMISSION IS SUBJECT TO A REGULAR TIMELINE (NO EXPEDITING). THE BOARD MAY IMPOSE UP TO A FIVE HUNDRED DOLLAR (\$500.00) FINE IF THE HOMEOWNER FAILS TO IMMEDIATELY STOP WORK AND SUBMIT THE ARB APPLICATION WITHIN THE FIVE (5) DAYS. APPLICATIONS FOR ANY EXTERIOR HOME MODIFICATIONS ARE REQUIRED TO BE SUBMITTED TO THE ARB/BOARD.

The homeowner may continue to email or mail requests to management for approval OR may use the online submittal process at <http://www.applecrossarb.com>

1. A signed Exterior Modification Request and Indemnity Agreement form (p30), a signed ACCHOA Homeowner/Vendor/Contractor form (pp31-33) is required for **ALL** requests. If subcontractors are being used on the construction work, a Subcontractors Contact form (p34) must be completed. A Neighbor Access Agreement (p35) is required for addition submissions, and when a contractor must access the construction location via neighbor(s) property.
2. The Request form must include the following information:
  - a. Owner's name, mailing address and telephone number.

- b. The neighborhood and street address of the lot.
  - c. The nature of the request. Such request shall be limited to:
    - i. Review and approval of official plans (initial submission);
    - ii. Appeal of any denied Review Request or any notation of a “conditionally approved” Review Request; and
    - iii. Review and consideration of exceptions to or deviations from the Design Guidelines.
  - d. A brief description of the proposed construction/modification.
  - e. Planned completion date for the construction/modification proposed.
  - f. The complete East Brandywine Township Permits must be submitted to the Community Manager before construction begins. The approved permit shall be displayed where it can be seen from the street.
  - g. An acknowledgement that the homeowner is responsible for scheduling all work in a timely manner and for complying with any approval issued by the appropriate committee.
  - h. The name, address, email address, and telephone number of homeowner’s agent, representative or subcontractor (if applicable).
  - i. Insurance certificates naming the Association and the homeowner as additional insured during the project. For contractors not eligible for Worker’s Compensation Coverage, notice of ineligibility is required with the certificate of insurance.
  - j. A list of all materials to be used.
3. In addition to the application, homeowners must also submit plans for the proposed construction/modification as follows: ***(Note: See Section 1 for a comprehensive and more detailed list of requirements.)***
- a. For changes and Additions to the home, the homeowner must submit:
    - i. Drawing elevations: Drawings must include appropriately scaled views of front, rear and both side elevations, as well as an overhead view. The relationship to the existing home and grading should be made clear. **Lot grading cannot be altered.**
    - ii. The as-built topographical plan (given at settlement) and a copy of the floor plan for the model and elevation. On the as-built topographical plans, homeowner must draw the proposed changes/additions to the exterior elevation. If homeowner has a photograph of another home or from a magazine that will assist in the review, such photo should be submitted.
    - iii. A description of the materials that the homeowner plans to use in the changes/additions must be submitted.
    - iv. If the change/addition reflects the roof/roofline, a roof plan must also be submitted.

- v. A building section may be requested depending on the complexity of the change/addition.
  - vi. The Executive Board may require that plans be prepared by an architect or engineer depending upon the nature of the request.
  - vii. A fee may be charged to the applicant when professional assistance is required.
- b. For **ALL** other improvements/changes/additions to the lot or home:
- i. The homeowner must submit a site plan drawn to scale showing the location, height, and dimension of the proposed improvement/change/addition; the property line of the lot; the setback requirements and easements; and the footprint of the home and driveway, sidewalks, decks, patios, walls and existing landscaping.
  - ii. The homeowner must also submit a detailed description of the proposed improvement/change/addition construction specifications, material and color samples (if applicable).
4. The ARB and the Executive Board may request any additional information/clarification from the homeowner. Until all requested information is provided to the Executive Board, the request shall be deemed incomplete.
5. If you are submitting by mail or email, forward requests to: [cheryl.malason@fsresidential.com](mailto:cheryl.malason@fsresidential.com) or US mail to:

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

**Review Procedures**

1. The Executive Board shall review all requests without hearing and based solely on the information contained within the review request. However, the Executive Board or any appointed Committee may at any time request additional information or review a lot for compliance with the Rules and Regulations.
2. The Board shall reference these Rules and Regulations in reviewing requests. Although the Rules and Regulations address a broad range of exterior building and site conditions, they are not intended to be all inclusive. The appropriate committee, only in accordance with the Governing Documents, may permit variance to these Rules and Regulations.
3. Upon receipt of a complete review request, the Management Company shall forward same to the homeowner. The Executive Board or appropriate committee’s decisions shall be rendered in one of the following three forms:

- a. Approved: The entire document submitted is approved in total.
- b. Approved with Conditions: The document submitted is partially approved. The homeowner must adhere to and follow the stipulations as outlined. Resubmission in not required.
- c. Denied: The entire document submitted is not approved and no work may commence.

### **Implementation of Approved Plans**

1. All work must conform to approved plans. If it is determined by the Executive Board or appropriate committee that the work being done on the lot is not in compliance with the approval, the homeowner shall be notified in writing of such noncompliance .The letter shall specify in detail the particulars of the noncompliance and shall require the homeowner to remedy the work. If the homeowner fails to remedy such noncompliance, then such noncompliance shall be deemed to be in violation of the Governing Documents.
2. If construction does not commence on a project for which plans have been approved, within ninety (90) days of such approval, such approval shall be deemed withdrawn and it will be necessary for the homeowner to resubmit the plans to the Executive Board for reconsideration.
3. Alterations must be completed within ninety (90) days of final approval by the Executive Board for said plan.
4. The Executive Board may impose, for any approval, a maximum time period for the completion of any new construction/modification. The homeowner may request an extension of such maximum time period not less than three days prior to the expiration of the maximum time period. The Executive Board may approve or disapprove at its sole discretion.
5. If construction/modification is not completed on a project for which plans have been approved within the period set forth in the approval or written extension approved by the Executive Board, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of the Governing Documents.

### **Appeal of Denied and Conditionally Approved Decisions**

1. Any homeowner shall have the right to appeal a decision of the Executive Board or Committee by resubmitting the information, documents and fees set forth in the Governing Documents within thirty (30) days of denial. Such appeal shall be considered only if the appellant has modified the proposed construction/modification OR has new information, in the Executive Board or Committee's opinion, that would warrant reconsideration.

2. If a homeowner fails to appeal a decision within thirty (30) days OR if the Executive Board or Committee, after appeal, denies the application; the decision of the Executive Board or Committee is final.
3. The filing of an appeal does not extend any maximum time period for the completion of any new construction/modification, including the period for completion for initial landscaping.

### **Building Permits**

1. If the plans submitted by a homeowner require a building permit, it is the responsibility of the homeowner to obtain such permit.
2. The approval of the Executive Board or any Committee is not a guarantee that the Township will approve such plans.
3. If the Township requires design review to the plans, the appropriate Committee or Executive Board must approve such modifications.

### **Fees**

1. The Executive Board may establish and charge reasonable fees for review of applications.
2. Any fee payments shall be made at the time of request and prior to review by the Executive Board.
3. All fees shall be made payable to Applecross Country Club Association, Inc.
4. All fees are non-refundable.

### **Enforcement**

1. In the event of a violation of these Architectural Rules and Standards, the Executive Board shall be entitled to take remedial action against the violating homeowner in accordance with the Association's Governing Documents, including, but not limited to, the Association's current Fine and Enforcement Policy.

## EXTERIOR MODIFICATION REQUEST FORM

(Complete form in black ink or typed. Completing and signing this form confirms that all HOA rules and regulations were reviewed before submission)

Address: \_\_\_\_\_ DATE: \_\_\_\_\_

Owner(s): \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ Work Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Description of Exterior Modification: \_\_\_\_\_

\_\_\_\_\_

(Please continue on another sheet of paper if needed)

Work to be completed by (place "X" next to your selection): \_\_\_\_\_ Contractor \_\_\_\_\_ Homeowner \_\_\_\_\_ Both \_\_\_\_\_ Sub-contractors

Contractor Name: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Desired Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

All work performed, by either contractor or a homeowner, must receive prior approval from the Executive Board. All contractors or homeowners are responsible to familiarize themselves with the As-Built Plan prior to commencement of requested work. As part of the approval, the contractor and subcontractors **MUST** submit an Insurance Certificate of Liability before the work is started.

As the homeowner, I/We agree to be fully responsible for the entire installation, maintenance and upkeep (replacement, insurance, etc.) for the above request, if approved. This agreement will be made part of any agreement of sale that I/We may enter into for the above-mentioned unit.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

### Architectural Indemnity Agreement:

It is understood that prior to the commencement of the architectural change/modification, a Certification of Insurance must be received (including Workman's Compensation Insurance) from my contractor and sub-contractors. Furthermore, I agree to indemnify APPLECROSS COUNTRY CLUB MASTER ASSOCIATION from any claim, dispute or mechanic's lien arising from the proposed architectural change/modification. All damage to the common and limited common areas, community owners, residents and visitors arising out of the architectural change/modification is my responsibility and I agree to hold the Executive Board, Association and Management harmless from any and all liability which may result from the approval of my request.

Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

# ACCHOA Owner/Vendor/Contractor Agreement Form

The Association wishes to help you, as the Owner, have a good experience when making alterations to your home or exterior projects within the Applecross Country Club Master Association, Inc. Please provide a signed copy of this form to the ARB when submitting your application.



### General

1. The Association does not have a deposit policy as we feel our Owners are responsible in taking pride in our community and will ensure that once the work is completed, there will be no negative evidence left behind in the Common Area or around the home, just positive increases to the property value of the property.
2. Owners **MUST** provide written notice (email is fine) to the Community Manager just prior (within 3 days) to the actual start of their project. Similarly, a written notice **MUST** be sent at the project's conclusion. The maximum allowable time for exterior projects is 3 months. If an Owner becomes aware that their project may take longer, they must immediately contact the Community Manager to discuss possible options.
3. **The Owner may be fined \$500 for failure to comply with the Governing Documents, including these Architectural Rules and Design Standards. Multiple or ongoing infractions may lead to multiple fines.**
4. **Any damage to the Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, and/or Controlled Facilities shall be repaired by the Association and all costs associated will be assessed to the Owner.**
5. **In signing this document, the Owner(s) are aware of their responsibility to inform their contractors of all ACCHOA rules applicable to this project.**

### Insurance

1. ALL COI's (Certificates of Insurance), for both general and subcontractors, must include the following:
  - a) Applecross Country Club Master Association, Inc. MUST be listed as "additional insured" in the description box and the proper areas checked.
  - b) In the certificate box, it should listing **"Applecross Country Club Master Association, Inc., c/o FirstService Residential, 400 Campus Drive, Suite 101, Collegeville, PA 19426"**
  - c) An example of a COI is available at [www.applecrossarb.com](http://www.applecrossarb.com).

### Permits/Licensure

1. The Association strongly encourages that Association approval is obtained **BEFORE** Township approval.
2. All permits required by East Brandywine Township must be obtained by the Owner prior the start of a project or the delivery of any materials to the jobsite. **A copy of the EBT permit(s) must be provided to the Community Manager** and the Owner must receive final Association approval before starting any work. **Permits should be displayed in a front window of the unit during construction.**
3. **All contractors** must have appropriate licensure for the work they will be completing.

### Work Hours

1. Any work on the property should be completed within normal daytime hours (8 AM – 6 PM).
2. Weekend construction activity is not prohibited, but as many of your neighbors use these hours for family time and disruptive noise next door may cause disruption in their rest, entertaining and family outdoor schedules and this should be taken into consideration with any work schedules.
3. Work on exterior projects on a holiday is not allowed.
4. Interior work causing loud noise (i.e., hammering, use of power tool) in attached homes shall be limited to 8AM – 8 PM.

### Vehicles and Equipment

1. Any and all employees of the contractor shall park their vehicles in front of the unit for which work is to be completed, (unless parking is restricted) or in the driveway of the unit for which work is to be completed. Contractors and their employees must obey the parking rules of the Applecross Country Club Master Association, Inc. with strict attention to No parking areas. **Special attention should be paid to providing adequate room for the access of emergency vehicles at all times.**
2. Contractor's vehicles, trailers and equipment may not be parked on the walking trails, open space and overnight on the property for any reason.
3. **Vehicles and equipment may not be driven over Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, Controlled Facilities, , open spaces, walking trails, etc. for any reason.**
4. **Unhitched trailers shall NEVER be left in the street at ANY time.**
5. Owners must obtain written permission to access neighbor's lots and provide such paperwork as a part of their ARB application.
6. Dumpsters and other types of refuse containers (trailers) may be used for the removal of trash and debris with the following restrictions:
  - a. Protective material should be placed under the dumpster or trailer to eliminate damage to the driveway.

- b. Dumpsters and trailers should not be placed on any Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, Controlled Facilities, streets, sidewalks, trails or overflow parking areas. **THE ONLY LOCATION ALLOWED FOR DUMPSTERS IS THE DRIVEWAY!**
- c. Dumpsters and trailers shall be covered with tarps if left overnight.
- d. Dumpsters and trailers shall be well marked with reflective barriers at both ends set @ 10 feet from each end.
- e. **The maximum allowable time a dumpster may be parked is 2 weeks. The Community Manager should be contacted for the need for a possible exception.**

#### Site management

1. Owners and contractors shall use their best efforts to time the delivery of construction and materials with their actual use to limit the amount of time unused materials are 'laying around'.
2. **Construction materials may never be placed on any Association property including, but not limited to: Common Area, Limited Common Area, Common Facilities, Limited Common Facilities, Controlled Facilities, , open spaces, walking trails, etc.** Construction material and supplies shall be stored in the garage or rear yard only. If unusual work is to be done in the front of the house and there is a need to temporarily store materials in the front of the house, the Owner shall contact the Community Manager to discuss the possibility of a storage exception.
3. At the end of each work day, obvious trash and loose debris shall be cleaned up and appropriately disposed. Hand tools and shall be neatly organized.
4. Any unused construction materials, debris, excessive dirt, etc., shall be completely removed from the site when the job is completed.
5. NO DUMPING is allowed anywhere on the property.
6. Work shall be planned carefully to avoid damage to turf and landscaping. Remediation of damaged turf and landscaping shall be completed at the conclusion of the project. When turf is damaged, the area should receive the following remediation: aeration, amended soil layer, seeding, fertilization and straw matting on a grade, watering. Regular watering, as weather dictates, should be completed. Damage to mulch beds, shrubs and trees shall also be immediately attended to. All turf remediation must go through the ARB process. If the construction occurs in the winter months (November to March), an Owner shall develop a turf and landscape remediation plan for the spring to submit to the ARB. Any changes to the plan or plans that were not contained in the original approval MUST be reviewed and approved by the ARB or the Board.
7. **Restroom facilities shall be made available for a contractor's use. Portable toilets MUST be placed in the driveway ONLY as close to the home as possible. They MUST be removed within one (1) week of project completion.**
8. **No contractor advertising signage shall be displayed at any time.**

#### Erosion Control

1. The Board uses the Pennsylvania Department of Environmental Protection's Erosion and Sediment Pollution Control Program Manual for determining best practices for erosion control within the community. A copy of the manual can be found on the ARB website. Chapter 4 of the manual details the type and design of the erosion barriers that are recommended for residential projects.
2. Either compost socks or silt fencing may be used as erosion control measures in construction projects. It is required that these be sized, installed and maintained in accordance with Chapter 4 of this Document.
3. Any construction project that requires disturbing the ground and/or delivery of sand or topsoil will require an erosion plan. Compost socks must be a minimum of twelve (12) inches, staked out carefully according to manufacturer's instructions (the Board or the ARB may request to see a copy of these), and have filter media either appropriately blown or placed by the base. If biodegradable fill was used the socks will need to be replaced after six (6) months of use. Periodic maintenance and inspection shall occur during the actual construction period. If silt fences are employed, they must be constructed as described in the manual and accordingly maintained and inspected during and throughout the project.
4. Erosion control measures shall be put fully in place prior to any other construction work (including delivery of materials). The Community Manager shall be informed via email that the erosion measures are completed.



## Contractor Signature Page

(Form should be completed in black ink only)

Owner Name (Printed) \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature \_\_\_\_\_

Owner Name (Printed) \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature \_\_\_\_\_

General Contractor (Printed) \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Contractor's Signee (Printed) \_\_\_\_\_

Signee's Position: \_\_\_\_\_

Signee's Cell Phone: \_\_\_\_\_

Site Foreman's Name (Printed): \_\_\_\_\_

Site Foreman's Cell Phone #: \_\_\_\_\_

Prior to the start of the project, I will also supply a complete list of any subcontractors to be used for the project, along with their contact information and separate COI's. to HOA Management. The attached Subcontractor's Contact List Form will be used for that purpose.

CONTRACTOR SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Subcontractor's Contact List

(Form should be printed in black ink only)

**Subcontractor #1 Company/Name:** \_\_\_\_\_

Provided Service \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Site Foreman: \_\_\_\_\_

Site Foreman's Cell Number: \_\_\_\_\_

**Subcontractor #2 Company/Name:** \_\_\_\_\_

Provided Service \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Site Foreman: \_\_\_\_\_

Site Foreman's Cell Number: \_\_\_\_\_

**Subcontractor #3 Company/Name:** \_\_\_\_\_

Provided Service \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Site Foreman: \_\_\_\_\_

Site Foreman's Cell Number: \_\_\_\_\_

**Applecross Country Club  
Neighbor Access Agreement**

I, \_\_\_\_\_ residing at \_\_\_\_\_ am requesting temporary access of  
(name of requesting owner) (requesting owners address)  
my neighbor's property, \_\_\_\_\_ for the purpose of \_\_\_\_\_  
(approving neighbor's address)  
\_\_\_\_\_  
(reason for access)

Such access will be restricted to \_\_\_\_\_.  
(description of the area that will be used for access)

The access will terminate on \_\_\_\_\_. I will accept full  
(date access will be terminated)

responsibility whatsoever for any losses or damages (personal or property) which you suffer or incur  
as a result of using the property, \_\_\_\_\_, and agree to indemnify  
(approving neighbor's address)

you against any losses suffered by me or claims made against me by any employees, agents and others  
who access the property, \_\_\_\_\_ pursuant to the rights given under this  
(approving neighbor's address)

letter. I agree to repair any damage caused to the property, \_\_\_\_\_ as a  
(approving neighbor's address)

result of my access and will restore the accessed area to its original condition within thirty (30) days  
of access termination stated above OR have the approving neighbor hire their own vendor to complete  
remediation and provide a bill for material and labor to be paid by requesting owner within thirty (30)  
days. Parties may use this document or come up with their own agreement to submit with the ARB  
application.

Requesting Owner Signature& Address: \_\_\_\_\_  
(Please print name and address legibly)

Approving Owner Signature& Address: \_\_\_\_\_  
(Please print name and address legibly)

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

The statements below explain the amounts of the fines and the procedure for enforcing fines outlined in the rules previously set forth in this document which make no reference to the amount of the fine. Where fines are specifically mentioned, the fine and/or fine process will take precedence over those described in Section 5.

**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 (the “Association”), 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 and applicable law 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 shall 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 2. 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 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.

**C. Third and Continuing Violations.**

- 1) In the event a third or further violation occurs of the same type or nature within eighteen (18) months, periodic fines 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.
- 2) 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.
- 3) 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.

**D. 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 received by the Executive Board 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. Such written notice shall 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 schedule a date for the opportunity to be heard within 30 days. Written notification shall be provided to the homeowner 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

- 1) 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.
- 2) 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**  
**APPROVED PLANT LIST**

Agapanthus	Dianthus	Lavender
Agastache	Dogwood	Magnolia
American Arborvitae	Emerald Arborvitae	Mexican Heather
Amsonia	Euonymus	Mugo Pine
Astilbe	Fairy Rose	Nepeta
Azalea	Fothergilla	Peony
Beesia	Gardenia	Phlox
Bloodgood Japanese Maple	Globe Blue Spruce	Pieris
Blue Star (Amsonia)	Golden Sedge	Red Bud
Boxwood	Hibiscus	Rhododendron
Burford Holly	Hinoki False Cypress	Rose of Sharon
Calamagrostis	Hosta	Russian Sage
Calamintha	Hydrangea	Sand Cherry
Cephalotaxus	Ilex	Sedum
Cherry Laurel	Iris	Seven Sons flower (Heptacodium)
Cherry Tree	Japanese Holly	Sky Pencil Japanese Holly
China Girl Holly	Japanese Lilac Tree	Spirea
Clethra	Japanese Red Maple	Sweetspire
Coral Bells	Japanese Skimmia	Taxus
Coneflower	Japonica	Veronica
Crepe Myrtle	Juniper	Weigelia
Daisy	Kousa Dogwood	Winterberry
Day Lily	Lantana	Viburnum
Deutzia	Liriope	Yew



**APPENDIX B**  
**PROHIBITED (and invasive) PLANT LIST**

**Aquatic Plants**

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

**Further invasive items**

- Amur cork tree
- Amur maple
- Bee-bee tree, Korean euodia
- Bingleaf periwinkle, Greater periwinkle
- Butterfly bush, Orange-eye butterfly bush
- Chinese silver grass, Eulalia, zebra grass, maidenhair grass
- Chinese wisteria
- Common periwinkle, Ground myrtle
- Double file viburnum, Japanese snowball bush
- Japanese cork tree
- Japanese pachysandra, Japanese spurge, Chinese fever vine
- Japanese wisteria
- LaVela cork tree
- Linden viburnum, Linden arrowwood
- Orange day-lily
- Paper mulberry
- Ravenna grass, Hardy pampas grass
- Rough bluegrass
- Siebold viburnum, Siebold’s arrowwood
- Small carpet grass, Joint-head grass, hairy joint grass, joint head
- Velvet grass, Yorkshire fog
- White mulberry, Common/Chinese/Russian white mulberry
- Wavy leaf basket grass

## 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 stilt grass, Nepalese brown top, packing grass
- Johnson grass
- Poverty brome
- Reed canary grass
- Shatter cane

## 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
- Goats rue, Holy hay, professor-weed, Italian fitch
- Goutweed, Bishop’s weed, snow-on-the-mountain, holy hay
- Harry willow herb, Great willowherb
- Japanese knotweed, Fleece flower, 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
- Narrowleaf Bittercress, Bushy rock-

- Poison Hemlock
- Purple loosestrife, Swamp loosestrife
- Spotted Knapweed
- Small flower 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 Bush-clover, 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, Cranberry bush Viburnum, red elder, cramp bark
- Japanese barberry, Red barberry, Thunberg's barberry
- Japanese privet, Wax leaf 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 Bush clover, 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)

- English Oak
- Empress tree, Princess tree, royal paulownia
- European black alder, Common alder
- Fastigate white pine
- Female Ginkgo trees (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
- Kwanza Cherries (in narrow yards-low branches)
- Lombardy Poplar
- Mimosa, Persian silk tree, silk tree, silky acacia
- Norway Maple
- Red, Pin, Scarlet, or Shingle Oak
- Sycamore Maple, Mock Plane
- Siberian elm
- Sweetgum(spiny gumballs)
- 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, five leaf akebia, 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 pepper vine, porcelain vine
- Wintercreeper climbing euonymus, fortune's spindle

**APPENDIX C**  
**TOWNSHIP ORDINANCE 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-Welfare-Safety-02-Public-Nuisances.pdf>

**Pennsylvania Statutes:** <http://www.webcitation.org/5IDPLAFTo>