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## **RULES & REGULATIONS**

**as revised November 26, 2019**

The Kissel Hill Commons Lot Owners Association Board and Architectural Review Board (ARB) developed these Rules and Regulations effective January 1, 2020 under the authority vested to it by Article V of the General Declaration.

In these Rules and Regulations “Owner”, “HOA”, and “Common Area” as used in this document refer respectively to “Lot Owner”, “Association”, and “Open Space” as defined in General Declaration and Declaration of Covenants, Conditions, and Restrictions. All other capitalized terms have the same definition as used in the governing documents.

Each Owner has automatically agreed to abide by these Rules and Regulations by signing the deed for the Owner’s property.

The purpose of these Rules and Regulations is to provide clear and concise policies to address common issues and values; help maintain the appearance and monetary value of the community; protect the HOA and its members; and make Kissel Hill Commons a desirable place to live.

Exterior design, materials and colors previously approved have been automatically grandfathered upon the effective date of this version of the Rules and Regulations.

### **GENERAL**

Owner agrees to:

1. Be responsible for the actions of Owner, Owner’s family or other residents of Owner’s property, pets, and guests. Please also refer to the regulations, and ordinances of all governmental bodies having jurisdiction including but not limited to the Commonwealth of Pennsylvania, Lancaster County, and Manheim Township.
2. Owner agrees to inform Owner’s real estate agent of the existence of the HOA and provide the agent with the manager’s contact information and the HOA fees. Owner also agrees to notify the manager of the intent to sell the property.
3. Notify the manager of a change in Owner’s contact information.
4. Not lease a guest suite or a portion of the home as set forth in Article IV, Section 1 of the Declaration of Covenants, Conditions, and Restrictions. An extended visit by Owner’s family is not considered a violation.
5. Not operate a business in or on Owner’s property. The use of part of Owner’s property as an office is considered residential and acceptable use as long as the use does not create regular client traffic to and from the property.

6. Use the trash hauler approved by the community. This rule does not apply to Commercial Lots or lots containing apartments. Trash and recycling bins may be at the curb no earlier than 24 hours prior to service and no later than 7:00pm the day of service.
7. Not create Noxious or Offensive Activity or loud noises as defined by the Declaration of Covenants, Conditions, and Restrictions Article I and Article II, Section 13.
8. Bind a lessee to the governing documents through a written lease and communicate any changes to the governing documents to Owner's lessee. Owner understands that Owner is solely responsible to ensure lessee abides by the HOA's governing documents. If Owner leases the property, the lease must be for at least six (6) continuous months. Owner agrees to complete any required registration or other paperwork as required by the Association.
9. Inform contractors and vendors of the community-approved trade hours of Monday through Saturday, 7:00am to 6:00pm no work is permitted on Sunday or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Emergency services are the only exception to this rule.
10. Not permit illegal fireworks in the community nor permit any fireworks in the Common Areas.
11. Abide by Manheim Township's animal control ordinances including the prompt removal of waste.
12. Not feed the wildlife, including but not limited to, ducks, geese, and fish in Common Areas.
13. Not enter upon, throw items into, or fish from the storm water basins.
14. Abide by the separately issued and posted rules regarding access and use to the community building and pool.

#### **EXTERIOR & LANDSCAPE MAINTANENCE**

Owner agrees to:

1. Submit for approval to the Architectural Review Board (ARB) for any proposed dwelling, structure, landscaping or improvement of any kind before installation. Please refer to specifics in the Declaration of Covenants, Conditions. This rule includes but is not limited to any proposed changes to existing or the addition of landscaping, tree or shrub removal, fences, awnings, statuary, lighting, and changes to exterior façade materials and/or colors unless the project is to replace or repair with in-kind materials and/or colors.
2. Sheds are not permitted in the community.
3. Not install a permanent playhouse, swing set, wading pool, trampoline, sandbox, zip line and similar play or sports equipment without ARB approval.
4. Yards are to be maintained in an orderly fashion by stowing toys, bicycles, basketball nets and similar play or sports equipment inside the home between the hours of dusk and dawn and when not in use.
5. Basketball nets cannot be placed on sidewalks or beauty strips.
6. Screen garbage receptacles, and other unsightly objects from view of the street and neighboring properties after receiving ARB approval for the screening material.
7. Use ARB-approved choices of exterior elements such as, but not limited to fences, awnings, mulch, mailboxes, mailbox posts, and paint colors.
8. Not install window or wall air conditioners or exterior heating.
9. Keep Owner's property in good maintenance and repair, free of debris and unsightly or unkempt conditions. Owner is also responsible to maintain proper and approved grading, landscaping, and other erosion prevention devices on Owner's property. If Owner fails to properly maintain Owner's property after reasonable notice, the HOA may, but is not required to, perform the needed maintenance, landscaping, grading, or for safety and security purposes to correct, clear,

preserve, clear out and assess Owner all costs incurred. Owner agrees that the HOA or HOA's agent or contractor entering onto and taking action on Owner's property is not trespass.

10. Regularly maintain all turf and landscaping bed areas, including the plantings in the beauty strip, by mowing, weeding, mulching, seeding bare lawn areas and promptly clearing dead or seasonal plants.
11. Keep all shrubs and trees trimmed to avoid foliage overgrowth and stow garden hoses out of sight. No landscaping should cross the vertical plane of the side of the public sidewalk closets to Owner's property. Trees adjacent to the public sidewalk on Owner's property must have limbs no lower than six feet above the sidewalk.
12. Install holiday-specific decorations, including garden flags, no earlier than 30 days prior to the holiday and remove decorations no later than 21 days after the holiday. String lights may only be used during the winter holiday season from November 1 through January 31.
13. Not install a permanent flagpole.
14. Not alter by any means, including planting, erecting, or placing anything in the Common Areas. Only the Board may cause changes to the Common Areas.
15. To place permitted signs as follows: All signs are limited to one 18"x24" frame with an additional top and bottom rider. One sign per property is permitted. For a property that borders two streets, one real estate sign is permitted on each street. Owner may display one political sign no sooner than two weeks prior to and no later than three days after the applicable voting day. Owner may post one contractor sign while the contractor is performing work on Owner's property and for up to 48 hours after completion of the work. A small, discreet security sign may be posted as close as possible to the exterior of the home. All signs must be displayed on the street side of the property.

### **STREETS/SIDEWALKS/DRIVEWAYS**

Owner agrees to:

1. Not park in front of or block another Owner's driveway at any time and not in a fashion that would impede a neighboring owner from backing out of their driveway or disrupt emergency services, postal delivery, or the normal flow of traffic. Local regulations do not permit the parking of vehicles against the flow of traffic or across sidewalks, like at the end of a driveway.
2. Not store (not to be confused with parking) RV's, snowmobiles, jet skis, boats, trailers, motorcycles, recreational or commercial vehicles (such as step vans, panel and other trucks and vehicles with ladder racks, visible supplies and materials, or vehicles used for commerce and business that display writing or advertisements of any kind) in the community except inside the garage. The only exception is a vendor or contractor providing repair services to the property. RV's, campers and other similar vehicles may be parked in the driveway or on the street for loading and unloading purposes for no more than twenty-four hours. Any motor vehicle or motorized recreational equipment that is inoperable or unlicensed may only be stored inside the Owner's garage.
3. Not hold an individual garage/yard/moving sale, as they are generally not permitted. The community has one sale per year. The Board can grant special exceptions to this rule.

## **CODE OF CONDUCT**

While attending an Association meeting, sending an electronic communication or talking on the phone regarding the Association, Owner agrees to:

1. Not permit physical assault of a board member, staff member, property owner, guest or manager.
2. Not permit or use loud, profane, or abusive language, including harassment or threats.
3. Follow any rules or code of civility or procedure for owners that wish to address the Board.
4. Not permit actions that cause unsafe conditions or impair the rights or privileges of others in the community.
5. Cooperate with the Board in responding to complaints regarding potential violations of these standards and of any violation of the governing documents.

## **COMPLIANCE, DUES, AND FINES**

1. The HOA fees are due in advance on the first day of each quarter: January 1, April 1, July 1, and October 1 for single family, duplex, commercial, and multi-family properties. The HOA fees are due on the first day of each month for lots containing townhouses. All HOA fees have a ten-day grace period. The Association will provide each Owner with payment coupons.
2. Any invoices for services or charges other than the regular HOA fee will be mailed to Owner with payment due within thirty days of the invoice date.
3. For any and all sums due the HOA, the postmark date does not determine the payment date; the payment date is the date payment is physically received.
4. The late fee for an account balance is \$25.00 per month. Late fees are not compounded, or charged on other late fees.
5. All assessments, which includes but is not limited to HOA fees, late fees, and maintenance fees, not paid on the due date, along with any costs of collection become a lien on the Owner's property and are the Owner's personal obligation.
6. The Board may assess fines for violations of the governing documents, including these Rules and Regulations as follows: a warning letter to Owner regarding the violation with an opportunity to cure or contend the violation; if Owner fails to cure within the Board's reasonably requested timeframe, a fine of up to \$50.00 for a first violation or \$100.00 for subsequent violations in addition to \$5.00 per day may be assessed.
7. The Board also has the right, but not the obligation, to hire a contractor to enter onto the exterior of Owner's property in order to repair or correct any non-compliance issue after providing a reasonable timeframe for Owner to cure the issue. Owner further acknowledges and agrees to reimburse Board for actual costs incurred to repair or correct Owner's non-compliance.
8. Should the Board seek injunctive relief for Owner's failure to cure, such costs will also be due and payable from Owner.
9. If Owner has a lessee, all violations, communications and charges will be to and on the Owner's account and the Owner's responsibility to cure.
10. The HOA may suspend Owner's voting right and the Owner's access to the pool and community building during which any assessment remains unpaid, and for not longer than sixty days for an infraction of these Rules and Regulations.