#### RULES AND REGULATIONS FOR CARRIAGE CROSSING

## (Revised September 13, 2023)

Per Article VII, Section 1 of the Declaration of Carriage Crossing, "the Executive Board shall have the power to establish uniform Rules and Regulations governing the use of the Common Elements and Lots, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

The purpose of this document is to supplement the standards established in the Declaration of Carriage Crossing and: 1) Identify regulated improvements, 2) Set forth architectural and landscaping standards, guidelines and restrictions for said improvements, and 3) Establish procedures and requirements for obtaining approval from the Architectural Committee (AC) and Landscaping Committee (LC) in a clear and simple manner, 4) Establish a schedule of monetary fines for violations of the standards in the Declaration and the Rules and Regulations. These guidelines and regulations are supplemental to applicable building and zoning codes. Where there is conflict between governmental requirements and these regulations, the more restrictive provision will apply. It also sets forth certain rules and regulations for resident conduct.

## **RULES AND REGULATIONS**

#### CARRIAGE CROSSING HOMEOWNERS' ASSOCIATION

#### A. SIGNS AND SYMBOLS

- 1. No signs for business or advertising purposes permitted on any Lot, Common Area or vehicle. Contractors' signs will not be permitted at any time, either on Lots or Common Area.
- 2. FOR SALE signs may only be placed in upstairs front window and/or on rear deck. Such signs may remain only until the property is sold at which time the sign must be removed.

#### B. VEHICLES

1. Parking and Vehicular Restrictions. - Unit owners shall park vehicles in the driveways located immediately adjacent to their Unit. The parking spaces within the parking areas adjacent to roadways are intended primarily for visitor parking and shall be used by unit owners on a temporary basis only. No Unit Owner shall park, store, or keep on or within the Property any large commercial type of vehicle (dump truck, cement-mixer truck, oil, or gas truck delivery truck or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board), or any recreational vehicle (camper unit, motor home; truck, trailer, boat, mobile home, or other similar vehicle), upon any uncovered parking space, so as to be visible from anywhere in the Property. The above excludes trucks up to and including one (I) ton when used for everyday -type transportation and subject to approval by the Executive Board. No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of the property.

#### C. TRASH AND REFUSE

1. Rubbish, trash, garbage, recycling, or other waste must be placed in a neat and securely covered sanitary container and located within the townhouse building. Containers may

not be placed out for collection prior to noon of the day before scheduled pick-up and must be returned within the townhouse not more than 12 hours from time of collection. Containers are not to be stored outside the unit (front, side, or back) at any time.

# D. SPORTS EQUIPMENT

- 1. Toys, sports equipment, bicycles, motorized toys, children's swimming pools, game sets and all items of this nature must be stored within the confines of the townhouse after dusk each day.
- 2. Permanent sports/play equipment (swing sets, basketball courts, etc.) is not permitted on any lot, front or back.

# E. MISCELLANEOUS ITEMS

- 1. All holiday decorations may be put up no more than 30 days prior to the holiday and must be removed within 30 days thereafter.
- 2. All hoses and gardening apparatus must be neatly stored after use.
- 3. Per page 10 of the Declaration of the Carriage Crossing Community, "no garage may be converted into living space or storage where such storage would prevent the parking of a vehicle inside the garage".
- 4. Antennas, satellite dishes or items of a similar nature must be pre-approved by the AC.
- 5. Flagpoles, pedestals, statues, urns, birdbaths, etc. are not permitted in the lawn area of any dwelling.

## ARCHITECTURAL COMMITTEE GUIDELINES

Prior to the start of work, residents must obtain approval from the Architectural Committee for all regulated improvements in the Carriage Crossing Community, regardless of the approvals that may be mandated by governmental agencies.

Failure to comply with these regulations may result in action by the Board of Directors to have an offending improvement removed or subject a resident to penalties and/or fines, as may be determined.

#### A. GENERAL

- 1. All lots and the townhouse themselves shall be maintained in a neat and reasonable and good-looking condition by and at the expense of the Lot owner. Any and all changes to the exterior of the home require written approval by the Executive Board of Directors. All maintenance and repairs that are necessary to restore the townhouse must be completed within a reasonable time at the owner's expense with the approval of the AC.
- 2. No improvements or exterior alterations will be allowed which are deemed by the AC to be a nuisance, produce excessive glare or noise, cause a significant negative impact on adjoining or adjacent properties, or endanger the health and welfare of the development,

residents or guests as determined at the sole discretion of the Executive Board of Directors and the AC.

- 3. All construction and improvements shall comply with applicable regulations, building codes and the municipal zoning ordinance. All permits and approvals required by outside agencies are the responsibility of the member or resident seeking approval.
- 4. Unless otherwise noted herein, all improvements and changes to the exterior of dwellings are subject to review and approval by the Executive Board of Directors, via review by the AC, prior to installation or construction.
- 5. All improvements and exterior alterations shall be constructed, installed, and maintained in a good and workmanlike manner.
- 6. Residents shall not alter existing land contours or conditions in such a way as to change or increase storm water runoff from their property to adjacent or an adjoining property.

# B. EXTERIOR FINISHES AND TREATMENTS INCLUDING ROOFING MATERIALS SIDING WINDOWS AND DOORS

- 1. Townhouse must match existing shingle/roofing material, windows or doors when repairing, replacing or painting any of the above. Please refer to Exhibit A for existing materials and suppliers. In the case that original roofing, siding material, window or paint is no longer available, the homeowner may submit a written request offering similar materials for the Executive Board's review and approval.
- 2. Owners may repair or replace a portion of the roofing/siding with approved material, however if there is a major difference from existing roofing/siding due to fading the repair will be limited to no more than ten percent. The owner shall replace all of the roofing/siding when patches exceed ten percent.
- 3. Executive Board approval is required when a resident repairs or replaces doors, windows, or siding, etc. See Exhibit A.

## C. DECKS

- 1. No deck shall be constructed within the front or side yard of any lot.
- 2. No deck may be added or altered in any way without prior approval of the Executive Board of Directors, via the AC.
- 3. Decks must be constructed of pressure treated wood, cedar or maybe constructed of a PVC type material. The color must be Cedar for all non-wood products. All decks and their repairs must be approved by the Executive Board of Directors. No steel columns are permitted. Privacy fences may be up to six feet in height.
- 4. Colors shall be limited to natural wood colors and semi-transparent stains. No painted or solid stains are permitted. The deck and railings must be the same color. See Exhibit B

## D. AWNINGS

- 1. Retractable awnings can only be installed over the deck area. See Exhibit C for approved colors and installation specifications.
- 2. Canopies and overhangs are not permitted on any townhouse.

## E. FIREPLACES AND BARBECUES

- 1. Only gas (propane) and electric barbecue grills are approved for use on the wood decking or the rear patio; however, the grill must be located at least six feet away from the town home siding.
- 2. Charcoal grills are permitted only on asphalt driveways and must be located at least 10 feet away from the townhome. The grill must be a minimum of 3 feet in height. Grills are to be stored away as soon as the coals are cooled and not left on the driveway overnight.
- 3. Fire pits, smokers, fryers are prohibited on any Common Area or on any lot in Carriage Crossing

## F. FREESTANDING STRUCTURES AND BUILDING ADDITIONS

- 1. No alterations or additions shall be made to the townhouse unless approved by the Executive Board, via prior AC inspection.
- 2. Freestanding structures such as sheds, storage units, tool boxes, covers and enclosures of a similar nature will not be permitted.

## G. MISCELLANEOUS ITEMS

- 1. Air conditioners, window fans, or air circulators that project through a window or wall are not permitted.
- 2. At no time will any storing or disposal of hazardous waste, waste products, or hazardous materials be permitted on the Common Area or on any lot in Carriage Crossing. Any such person found to be in violation of this guideline will be prosecuted to the fullest extent of the Law.

## LANDSCAPING COMMITTEE GUIDELINES

- 1. Statues, sculptures, painted trees, fountains, replicas of animals or humans or other objects of this nature may be affixed or placed in the flower bed area of a townhouse. The above items are not to be placed on any lawn area. The Executive Board has the right to deny any such object.
- 2. No additional landscaping shall be performed unless approved by the Landscaping Committee (LC) in accordance with regulations established by the Executive Board. Retaining walls and patios must be submitted with landscaping design for approval. No noxious, invasive or encroaching plant materials will be permitted, including climbing or creeping ivy, etc. The homeowner is personally responsible for

the upkeep of any and all flower and tree beds. The Association-contracted landscaping services will not maintain any beds created by residents, notwithstanding contractual maintenance agreements.

- 3. A homeowner shall not remove any plant within the Common Areas, unless they receive written approval by the Executive Board.
- 4. At no time will any dumping of landscape or household refuse be permitted on the Common Areas or townhouse property. Residents must make separate arrangements for pick up and disposal of refuse not picked up by the refuse contractor.

## APPLICATION REQUIREMENTS AND REGULATIONS

- 1. All requests for approval shall be submitted to the Property Manager, who will submit your request to the Executive Board and the AC. Requests for approval shall only be submitted by the resident.
- 2. Requests for approval shall contain a complete and clear description of the proposed improvement(s). The application shall include detailed plans and specifications showing the size, nature, kind, shape, height, materials, floor plans, exterior color schemes, and location.
- 3. The Property Manager will review the request for compliance with the rules and regulations and Declaration. The AC will review the site for approval. The Executive Board will review all information and send a response to the homeowner. One copy of the approved plans will be returned with an Approval Letter from the Executive Board.
- 4. The Board of Directors reserves the authority to adopt and change any rules and regulations for the enforcement of the AC Guidelines and Procedures.
- 5. Approval of a request for approval is valid for six months from the date of approval. Construction and/or installation must be completed within this six-month time period. Should the resident be unable to complete the work during this specific time period for reasons outside of their control (and not for controllable delays on the part of the resident), the resident may apply for and be granted a one-time extension of an additional six (6) months to complete the work requested. Should the work not be performed during this time period, the resident may be subject to fines at the sole discretion of the Board of Directors. Should the resident not begin the work prior to the expiration of the six-month time period, the resident is required to resubmit a request for Approval after the expiration date.
- 6. By submitting a request for approval, the resident authorizes a duly authorized representative of the Board or AC to inspect the exterior of the dwelling for the purpose of reviewing the application or determining compliance with these regulations.
- 7. After approval of a request, the resident must notify the Association in writing upon completion of work so that the AC may conduct an inspection to determine compliance with these regulations.
- 8. No material used for building purposes shall be stored on any Lot more than a reasonable time for construction to be completed. The resident is responsible for removal of all construction debris and restoration of premises upon completion of work. Construction debris may not be deposited nor buried on the Common Areas.
- 9. The resident shall be responsible for all damage caused by the homeowner or the contractor while performing work on said property. The homeowner shall also be responsible for cleaning up all construction debris as work progresses.

The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of Carriage Crossing and for securing the comfort and convenience of all homeowners thereof. The Board feels that these rules are necessary to protect and preserve the residential character of the development, to provide a framework that will assist in the effective and proper management of this community or to further the purpose of the Declaration.

## ENFORCEMENT POLICY AND SCHEDULE OF FINES

Failure to comply with any covenant, condition, easement or use restrictions established under the Rules and Regulations, the Declaration, the Bylaws and any Amendments made thereto, which have been duly adopted from time to time by the Executive Board of Directors of the Carriage Crossing Homeowners Association (the "Board") will result in the following:

First Offense – Association will mail a written warning by USPS within 30 days or less to correct the violation. The Board retains the right to ask for immediate compliance.

Second Offense – If no response within 30 days (or less) of the written warning, a violation letter will be sent with a \$50 fine and 14 days (or less) to correct the violation. (The fine will be placed on the homeowner's account).

Third Offense – If no response within 14 days (or less) of the second offense letter, a violation letter will be sent and a \$100 fine will be placed on the homeowner's account.

If the situation persists after the third notice, fines in the amount of \$100 will be assessed to the owner's account every fourteen days (or less).

If after the third offense, the situation has not been resolved; the Board has the authority, as established by the Bylaws, to initiate any or all corrective action at the homeowner's expense.

Failure to pay fines will result in lien/liens on property. If fines reach a total of \$850.00, the Association will file in District Court for all accumulated debt on account.

If legal action is required to enforce compliance with the adopted Rules and Regulations, and the Declaration the homeowner shall reimburse the Homeowners Association for all court costs and fees, including attorney fees and administrative fees, incurred by the Association in the prosecution of such action.

This Policy was adopted by the Board of Directors of the Carriage Crossing Homeowners Association on June 23, 2010

#### **EXHIBIT A**

#### SIDING

Certainteed Dutch Lap Color: Sandstone Beige

May be purchased at Marvec Supply, Lansdale, PA (215)699-5900

## **ROOFING SHINGLES**

Tamco Heritage 30 year Color: Oxford Grey

May be purchased at Sun Supply, Souderton, PA (215)723-2778

#### SHUTTERS

Mid-America Color: Black

Widely available

#### TRIM PAINT

Duron Color: White

#### STORM DOORS

Full-view Color: Black with brass handle and bottom plate

Larson #227-FV or 349-04

Available at: Alderfer Glass (215)723-1192

Shelly and Fenstermacher (215)723-4304

NOTE: Siding, shingles and shutters must be same brand. The stated suppliers are only suggestions. Storm doors may be other brands as long as they meet above specifications and have been pre-approved by the Architectural Committee.

#### **EXHIBIT B**

POSSIBLE DECK STAINS - semitransparent stains only

BEHR makes a Semi-Transparent Deck, Fence & Siding Wood Stain - Cedartone No. 3-533. and Number 501.

California Rd #1508 (semi-transparent and resistant to UV rays)

NOTE: Other stains and contractors are acceptable as long as they adhere to the Architectural Guidelines and have been approved by the Architectural Committee.

#### **EXHIBIT C**

## **AWNINGS**

#### **Design Standards**

- 1. Awning may be installed on rear of residence only.
- 2. Awnings are the responsibility of the Homeowner and must be covered under Homeowners Insurance.
- 3. Each installation must be pre-approved by the Architectural Committee before installation can begin.
- 4. If the awning is removed, Homeowner is responsible for restoring exterior walls to the original finish.
- 5. Awning should have a valance with contrasting edging, trim, or cording.
- Colors: Forest Green, Beige, either solid or with a white stripe. May also use a combination of forest green and beige with a white stripe.

#### Homeowner Option

- 1. Motorized or manual operation
- 2. Any motorized unit must be hardwired to the interior by a licensed electrician.

## Suppliers

1. JMT Awning, 2017 Butler Avenue, Abington, PA (215)659-5239

Contact: Richard Caskey - owner

Type: Perfecta Retractable Awning - Style "Little Big"

2. Nelson Brothers Contractors, Langhorne, PA (215)781-9180

Please submit any and all questions regarding materials to the Management Company.