

---

# **RYDAL GREEN**

---

## ***RULES AND REGULATIONS***

**Revised: April, 2011**

The Board of Directors shall have such powers for the conduct of the affairs of the Association as are granted by law and the Governing Documents including the following:

To adopt and publish Rules and Regulations governing the use of the Common Areas and Facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

### **GENERAL RULES:**

1. The sidewalks, entrances, passages and other public areas of the property shall not be obstructed or used for any other purpose than ingress to and egress from the houses in the property.
2. Each homeowner or resident shall keep his or her house to which he or she has sole access, in good state of preservation and cleanliness. The deck, patio or terrace of any house may not be used as a "Storage Area" or in any manner, which may detract from the overall appearance of the house.
3. Residents shall not make or permit any disturbing noises and/or acts in or around any building, which will interfere with the rights, comforts or conveniences of other residents. Residents shall not cause or permit any objectionable noise or odors to be produced upon or emanate from their house or the common area.
4. No exterior addition, change or alteration to the original construction of the house shall be made to any lot or dwelling until the plans and specifications have been submitted and approved by the Association.
5. No indoor-outdoor carpeting shall be permanently installed on any walk, steps, patio or deck without the submission and the approval of the Architectural Control Committee prior to installation.
6. All front and rear outside lights shall be white or clear at all times. Exceptions will be made during the holiday season. Christmas decorations may not be installed before Thanksgiving and must be removed or turned off within three (3) weeks after the Christmas Holiday.

7. Trash removal will be provided by Abington Township. No garbage or trash may be placed outside before 4:00 PM of the evening prior to trash/garbage pickup. Trash containers, lids and recycle bins must be removed after pickup, the date of said pickup.
8. No garage, trailer, camper, motor home, boat or recreational vehicle shall be used as a residence in the property, either temporarily or permanently.
9. All Association dues and assessments are DUE ON THE FIRST OF EACH MONTH. Those dues and assessments not received within ten (10) days of the due date will incur a late fee of \$25.00.
10. Checks returned to the Association for any reason shall be subjected to a \$50.00 handling fee.
11. No additional walks or paved areas shall be constructed, on any property, unless the plans and specifications are submitted and approved by the Association.
12. Any grills/barbeques shall be kept in the rear of the properties.
13. Pets shall be on a leash being held by a person capable of controlling the animal when not on owners' property. Pets cannot roam free when not on owners' property.
14. All pets shall have the appropriate license and rabies shots. By law, all dogs over six (6) months of age must be licensed.
15. If any animal becomes disruptive or obnoxious to other property owners, the owner shall correct the problem or, upon written notice by the Board of Directors, will be required to remove the animal, or take such action as the Board may direct.
16. Pets shall not be allowed to eliminate within fifteen (15) feet of any building, on flowerbeds, shrubs, sidewalks or parking areas.  
THE PET OWNER MUST REMOVE PET FECES ANYWHERE ON THE GROUNDS IMMEDIATELY. This is a Pooper-Scooper Community.
17. Failure to comply with any of the pet rules shall constitute a \$100.00 fine, per occurrence, after the second warning. After the first fine for failing to leash a dog, each subsequent occurrence shall result in an increased fine of \$50.00 per occurrence and continue for a period of 1 year.
18. Any property owner shall be absolutely liable to each and all remaining property owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to

person or property caused by any animals brought or kept upon the property by a property owner or by members of his family, his tenants, or his guests.

19. If a property owner leases a property, the property owner must provide the Association or managing agent, if any, with a copy of the Lease and a Lease Rider and renter registration form available from the Management Company. A copy of the Lease and Lease Rider must be delivered to the Management Company ten (10) days prior to occupancy. The duration of the lease must be for a term not less than one hundred eighty (180) days. The tenant must affirm that he/she has read and has in his/her possession a copy of the rules and regulations of RYDAL GREEN. If no copy of the lease is provided to the Association, when requested, there shall be a charge of \$1000.00 imposed upon the property owner. In addition, this fine may be levied if the home is being utilized for transient or hotel purposes, failing to include the required lease rider in the lease that is subject to all applicable terms and conditions of the Declaration, the Association's Bylaws and the Association's rules and regulations or the failure of the lease to comply with any individual requirement under the Declaration, the Association's Bylaws and/or the Association's rules and regulations. The property owner shall be responsible for any and all fines levied against the tenant for violations of the rules and regulations.
20. Any damage to any portion of the common grounds including that damage, which may be caused by the moving or carrying of any article into or out of a property, shall be the financial responsibility of the unit owner causing said damage. Any damage to any portion of the common grounds caused by the property owner, occupants, or guests of the property owner will be repaired at the expense of said property owner.
21. No property owner or any of his/her agents, servants, employees, licensees, or visitors, shall at any time bring into or keep in his/her property any flammable, combustible, or explosive fluid, material, chemical, or substance, except for normal household use.
22. Routine inspection and maintenance is the responsibility of the homeowner.
23. Outdoor storage buildings are prohibited.
24. All homeowners are responsible for any damages caused to the common areas by their contractors.
25. The homeowner(s) shall be required to complete the necessary repairs or maintenance within thirty (30) days and provide reasonable proof thereof or to provide to the Association within thirty (30) days of written notice by the Association or its designee a written and binding contract to have the necessary work performed within sixty (60) days of the date of notice; In the event that a contract is submitted, the homeowner(s) shall have the required work completed within sixty (60) days of the date of notice; In the event that the homeowner(s) fails or refuses to make the necessary repairs or

maintenance or to provide a written and binding contract to the association or its designee within thirty (30) days of the date of the notice, a fine in the amount of One Thousand Dollars (\$1,000.00) per month and partial month will be imposed retroactive to the date of the notice, payable immediately; In the event that the homeowner(s) fails or refuses to complete the required work within sixty (60) days of the date of the notice, a fine in the amount of One Thousand Dollars (\$1,000.00) per month and partial month will be imposed retroactive to the date of the notice and accruing to the date of completion of the required repairs or maintenance, payable immediately. If any fine remains unpaid for a period of thirty (30) or more days and collection is initiated, the homeowner(s) shall be responsible for the payment of all costs and expenses, including attorneys fees; and notice will be sent to the homeowner(s) in the form of a letter: (i) notifying the homeowner(s) of the repairs or maintenance required; (ii) advising the homeowner(s) that he/she/they must make the necessary repairs or maintenance or submit a written and binding contract to the association within thirty (30) days of the date of the letter showing that the necessary work will be completed within sixty (60) days of the date of the notice; (iii) advising the homeowner(s) that he/she/they must complete the required work within sixty (60) days of the date of the letter; (iv) advising the homeowner(s) that if he/she/they fail or refuse to complete the required repairs or maintenance or supply a written and binding agreement within thirty (30) days of the date of the notice or fails or refused to complete the work within sixty (60) days of the date of the notice a fine will be imposed in the amount of One Thousand Dollars (\$1,000.00) per month or partial month, retroactive to the date of the notice, that the work remains uncompleted; and (v) notifying the homeowner(s) that he/she/they will be responsible for any collection costs and expenses incurred, including attorneys fees, if the fines are not paid when due.

Upon written request of the homeowner(s) and for compelling cause shown, the Board may extend the deadlines set forth herein. No extension shall be valid unless formally approved by vote of the Board and confirmed in writing. A homeowner(s) shall have the opportunity to address the Board concerning any notice sent with respect to required repairs or maintenance.