# RULES AND REGULATIONS OF LOGAN'S RESERVE. A PLANNED COMMUNITY

#### GENERAL

- 1. The Logan's Reserve Homeowners Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Rules and Regulations"). *These Rules and Regulations are in addition to the provisions of the Declaration of Covenants and Restrictions*. These Rules and Regulations may be amended from time to time by the Executive Board.
- 2. Wherever in these Rules and Regulations reference is made to "Unit Owners", such term shall apply to the owner of any Dwelling Unit, to his family, tenants whether in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the Manager or any other managing agent when the Manager or a managing agent is acting on behalf of the Association.
- 3. The term "Declaration" when used herein refers to the Declaration of Covenants and Restrictions for Logan's Reserve, A Planned Community dated May 13, 2004, and any amendments thereto. The term "Bylaws" when used herein refers to the Bylaws of Logan's Reserve Homeowners Association, as they may be amended from time to time. The term "Manager" when used herein refers to any successor managing agent appointed by or contracted with the Association. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. ("Act").

## **RESTRICTIONS ON USE**

- 4. Nothing shall be done on or kept in any of the Common Elements that is not covered by the Association's current insurance policy. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements that will result in the cancellation of insurance on the Unit or contents thereof or the Common Elements, or that would be in violation of any public law, ordinance or regulation. No Unit Owner shall be permitted to dispose of any yard waste, landscaping material, or any other refuse on the Common Elements.
- 5. Trash cans and recycle cans/bins (jointly referred to as the cans) may be stored on the exterior of the dwelling. The cans are restricted to placement at the rear of and abutting the dwelling. The cans may also be kept on the side of the dwelling but must be placed behind an existing fence or an approved screen. All screens require submission of an ARC request and approval by the Executive Board. All trash must be completely contained within the cans.

- 6. Bicycles, toys, benches, chairs or other articles of personal property shall not be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements.
- 7. Streets shall not be used as playgrounds. The use of wheeled modes of transportation on the streets is restricted to transportation as defined in the Declaration Section 7.1.14. The use of all-terrain vehicles (ATVs), dirt bikes, snowmobiles or similar motorized outdoor recreational vehicles on the Limited Common Elements or Common Elements is strictly prohibited.
- 8. No activity or noises that a Unit Owner deems disturbing to his/her rights, comforts or convenience shall be heard on or in any Unit or on the Common Elements (unless previously approved by the Executive Board), between 10:00pm 7:00am Sunday Thursday and 12:00am 7:00am Friday and Saturday.
- 9. Only one (1) standard size residential, "For Sale", "For Rent" or "For Lease" sign, window display, or similar sign is permitted on any Unit without prior written notice to and approval by Board or the management company.
- 10. No signs are permitted on any part of the Common Elements without prior written approval of the Executive Board.
- 11. No Unit Owner shall cause or permit anything to be hung on the exterior of a dwelling or Common Elements, including but not limited to window air conditioners, laundry, clothing, rugs, and signs.
- 12. Unit Owners may display decorations on the front door, porch, and front stoop. Lights/decorations that otherwise meet this Rule are not considered landscaping subject to Declaration Section 7.1.6. and shall be maintained in accordance with Article 7 Section 7.1.4 of the Declaration.
- 13. Except as outlined in Declaration Section 7.1.6, seasonal mulching and planting of flowers, plants, shrubs and bushes (48" or less when full grown), and small plantings (48" or less when full grown) in existing gardens, as well as vegetables in existing vegetable gardens, **shall not require Executive Board Approval**. Expansion to existing and/or additional flower beds or gardens and the planting of any plant that may grow over 48" in height shall require the prior approval of the Executive Board.
- 14. Each Unit may simultaneously and on joint or several separate poles hung on the exterior of the dwelling, fly one (1) American flag, one (1) PA State flag, and one (1) military flag (defined as 1 of the 5 branch flags, PA National Guard flag, or POW/MIA flag). The flags may be no larger than 3'x5' and the presentation, flying and care of all flags must comply with the American Commonwealth and Military Flag Act, Act of July 7<sup>th</sup>, 2006, P.L. 608, No.93. In-ground flag poles, and poles other than those hung from the dwelling, are prohibited.

- 15. One (1) yard banner no larger than 12"x18" may be displayed from the ladder rest bar of the front lamppost and is not to be considered landscaping subject to Declaration Section 7.1.6.
- 16. Display of Christmas and other winter holiday decorations in areas other than listed in these Rules, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15th of the following year. Display of decorations for other holidays, including but not limited to Independence Day and Halloween, shall be permitted for a period beginning thirty (30) days prior to the date of the holiday and ending seven (7) days after the date of the holiday. Lights/decorations that otherwise meet this Rule are not to be considered landscaping subject to Declaration Section 7.1.6.

#### PET RULES

- 17. No more than four (4) household pets in accordance with Springfield Township Zoning Ordinance Section 404, and as defined in Section 7.1.11 of the Declaration, shall be kept in or on any Unit.
- 18. A pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, hygienic offensiveness, or running loose on the Property. If the Executive Board, in its sole judgment, determines that a pet constitutes a nuisance, it shall have the right to require that the Unit Owner, after Notice and Hearing, remove the pet from the Unit.
- 19. All pets must be licensed and inoculated as required by law. The Executive Board retains the right to request proof of licensure or inoculation at any time and, if not provided, may require removal of the pet from the Unit, after Notice and Hearing.
- 20. Pet owners are fully responsible for personal injuries or property damage caused by their pets, including indemnification of the Association for any liability if the injury or damage occurs on or to the Common Elements.
- 21. No Unit Owner shall be entitled to keep any pet on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, animal enclosures, animal stakes or animal runs or use any Limited Common Elements or Common Elements for the purpose of securing a space for any pet, whether on a temporary or permanent basis. Pets must be accompanied by an individual and on a leash at all times except within a properly fenced and secured yard. No pet shall be allowed to be unleashed or to roam freely on or about any Limited Common Elements or Common Elements. Each Unit Owner shall be responsible for cleaning up, removing and discarding in the proper receptacles all animal excrement produced by his pet immediately after the pet defecates.

## **STORAGE**

22. All personal property placed in any portion of the Property shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for loss, destruction, theft or damage to such property.

## **PARKING**

- 23. All Unit Owners shall observe and abide by all parking and traffic regulations, including Declaration Section 7.1.18 and anything posted by the Association or municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.
- 24. Recreational vehicles (RVs) or camper trailers may be parked on the Unit's driveway, or the front street by the Unit, for a period of up to three (3) days as long as it does not impede or block safe travel. The Association takes no responsibility for damage or accidents which occur due to parking of these vehicles by the Unit owner.
- 25. No vehicles shall be parked in the community with "For Sale" signs attached.
- 26. No leakage of gas, oil or antifreeze shall be permitted anywhere within the community. If such leakage does occur, the Unit Owner from whose vehicle the leak came must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing because of such leakage.
- 27. Parking that blocks or impedes safe travel of or on the streets, sidewalks, other driveways, or trash receptacles is prohibited.
- 28. Any vehicle parked in a space marked "No Parking", shall be towed at the owner's expense. Notice of any temporary "No Parking" restrictions will be made within 3 days of the closure.
- 29. If any vehicle owned or operated by a Unit Owner or his family, tenant, guest, invitee or licensee shall be parked in violation of these Rules or abandoned on the Property, the Association shall be held harmless by such Unit Owner for all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived.
- 30. The Unit Owner shall indemnify the Association against any costs or liability that may be imposed on the Association as a result of such parking in violation of these Rules or abandonment and any towing or other consequences thereof.
- 31. The Association recognizes that vehicles used for business purposes, and for employment of the Unit resident, are permitted to be parked within the Unit's garage or on its driveway. The vehicle size must not exceed 15,000 lbs. GVWR. At no time

may these vehicles be parked on the street.

32. Vehicles parked on the exterior of the dwelling must always be properly maintained and licensed and registered. Damage to vehicles should be corrected in a timely fashion. Inoperable, unlicensed or unregistered vehicles may not be parked or stored on the exterior of the dwelling at any time.

#### ASSOCIATION

- 33. All charges and assessments imposed by the Association are due and payable on the first day of the month following imposition, unless otherwise specified. Payment shall be made at the Association's principal office or other designated address, by mail or hand delivery. Payment may be made by check or money order, payable to the Association. Payment may also be made by direct debit from the account of the Unit Owner, to the bank account and routing numbers designated by the Association from time to time. Cash will not be accepted. Once a check from a Unit Owner presented to the Association has been returned as dishonored, the Association reserves the right to notify the Owner and accept only certified or cashier's checks, money orders, or direct debit for payments from that Owner until further notice.
- 34. Complaints regarding the management of the community or regarding actions of other Unit Owners shall be made in writing to the Manager or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Manager or the Association.

## CONSIDERATION IN USE OF UNITS

- 35. All persons shall be properly attired when appearing in any of the public areas of the community.
- 36. Unit garage doors shall always be kept closed and secured except when in use.

#### **OTHER**

- 37. Fences must conform to Declaration Section 7.1.10. An ARC form must be approved prior to construction of any fence. The following standards apply to fences:
  - 1. The bottom panel may be no more than 3" from grade.
  - 2. Individual panel sections may not exceed 54" in height.
  - 3. A maximum finished height of 57" from grade may not be exceeded.
  - 4. No fence may be erected in front of a line that is set back a minimum of three (3) feet from the front edge of the dwelling.
  - 5. No fence may encroach on any other Unit or Common Element.
- 38. A request to erect a privacy screen made to the Executive Board may be approved so long as the screen is not used to define a Unit boundary. Exceptions to this Rule may be requested by owners of duplex homes and townhomes.

- 39. Employees and agents of the Association, including the Manager, are not authorized to accept packages, keys, money (except for payments of Common Expense assessments) or articles of any type from or for the benefit of a Unit Owner. Unit Owners assume all risk for any packages, keys, money or articles of any type left with the employees or agents of the Association, and the Unit Owner shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Deliveries requiring entrance to a Unit will not be accepted without the prior written authorization of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.
- 40. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in or on any Unit is prohibited.
- 41. Unit Owners must at all times operate any fireplaces installed within, or fire pits or grills located on, a Unit in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations.
- 42. Any "Use Policies" created by the Executive Board pertaining to Common Elements or amenities shall be deemed an extension of and supplement to these Rules and Regulations.