

**CHADDWYCK MAINTENANCE CORPORATION**  
**RULES AND REGULATIONS**

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## A. INTRODUCTION

Pursuant to Paragraph 26 of the By-Laws of Chaddwyck Maintenance Corporation, the following Rules and Regulations (the "Rules") have been adopted by the Board of Directors effective as of 12/1/05. The Rules have been adopted so as to achieve a degree of consistency and harmony between the rules and regulations of the existing Chaddwyck Subdivision and the rules and regulations of Chaddwyck. Accordingly, the Rules should be interpreted with this intended result in mind.

## B. ARCHITECTUREAL

### Section 1 Alterations/Additions

1. The homes are designed and constructed to harmoniously blend when viewed as an overall entity. Each homeowner is hereby prohibited from altering the general appearance of the exterior of the home, including exterior painting without the prior approval of the Architectural Committee (AC). If repair or replacement is necessary, all such repairs and replacements shall be in good and workmanlike manner to essentially duplicate and maintain the appearance of the home. This restriction shall be enforced by any legal means including but not limited to injunction and may be enforced by the Corporation.

### Section 2. Exterior Finishes

2. Only the exterior materials existing on the parent structure or compatible with the architectural design characteristics of the community will be approved.
3. In general, only those areas that are painted may be repainted.
4. Painted color must match existing.

### Section 3. Disrepair of Homes

1. In the event the owner or tenant of any home in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Corporation shall have the right, through its agents and employees, to enter upon the home and to repair, maintain and restore the home and all improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such home is subject. Except in the case of an emergency, the Board of Directors shall afford a homeowner or tenant with notice, an opportunity to be heard and a reasonable period of time in which to take corrective action before ordering its agents to enter upon a home for maintenance or repair purposes pursuant to this Section.

### Section 4. Access At Reasonable Hours

1. For the purpose solely of performing the maintenance required by Section 3, the Corporation, through its duly authorized agents and employees, shall have the right on reasonable notice to enter upon any lot at reasonable hours, on any day except Sundays and holidays (except that in an emergency situation such notice need not be given and such work may be performed on Sundays and holidays).

### Section 5. Fences

1. Submissions for fence approval must include a copy of the homeowner's Deed which includes the legal description of applicant's land, the intent of which is to ensure that no fence shall encroach bordering properties, either private or common.
2. Notwithstanding Section 5, Item 1, it shall remain the sole responsibility of the applicant to ensure that the actual fence location is within the property lines and easements.
3. Side fences of end units must terminate in conformance with natural architectural interruptions. Final locations will be determined by the AC on an individual basis.
4. Exterior fences not immediately adjacent to property lines or fences of varying heights are discouraged, but will be

reviewed on an individual basis by the AC.

5. All party line fences must be installed directly adjacent to the described property lines, and shall be a standard six (6) foot height.
6. Fences shall be of board construction in accordance with the approved sketches available from the AC. Metal and/or chain-link fences are prohibited in Bristol Place.
7. Fences not covered in Section 5, Item 5 are to be a maximum of 6'0" high and a minimum of 4'10" high.
8. Finished side of the fence must face out.
9. Fences must follow the natural contour of the land, conditions permitting.
10. No fence will be approved if its installation will obstruct sight lines for vehicular traffic.
11. No fence shall be constructed between building front face and street.

## **Section 6. Landscaping**

1. Landscaping work and planting in general do not require the approval of the AC. However, there shall be no regarding of any lot or part thereof without the prior written consent of the AC and in conformity with applicable law.
2. Trees, hedges and shrubs which restrict sight lines for vehicular traffic shall be cut back or removed.
3. Public walkways and parking areas shall not be obstructed by any plantings.
4. Alterations to existing driveways and sidewalks are prohibited without prior written consent of the AC.

## **Section 7. Exterior Lighting**

1. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors or a hazard to traffic.

## **Section 8. Miscellaneous**

1. No antennas or satellite dishes of any type may be erected.
2. Awnings are prohibited in the front.
3. Clothes lines and poles of a permanent nature are prohibited.
4. It is prohibited to hang garments, rugs, etc., from the windows or from any of the buildings or to string clothes lines on other individual homes or common properties.
5. No sign of any kind shall be displayed to the public view on any dwelling or lot with the following exceptions: A one-family name sign or street number sign of not more than seventy-five (75) square inches, or one temporary sign of not more than five (5) square feet advertising the property for sale or rent. No such sign shall be illuminated.
6. Metal sheds are prohibited

## **Section 9. Maintenance**

1. Each individual homeowner and tenant is required to maintain all aspects of property in a condition which is not detrimental to the appearance of the community.

## **Section 10. Review Procedures**

1. The Architectural Committee (AC) will consider only requests on official application forms. Forms may be obtained from the AC.
2. The description of the project must include all information necessary for the AC to take action. Necessary data shall include drawings indicating the height, width, length, size, shape, color, and location of the proposed improvement. Photographs of similar completed projects would aid in the AC's consideration. The alteration must be harmonious with existing exterior design in relation to surrounding structures and topography.
3. The AC shall sit for review on the first Tuesday of each month. Any requests must be submitted to the AC at least one week prior to the first Tuesday of each month. The AC shall designate one official submission location and shall notify all homeowners of said location.
4. The AC shall complete the Architectural Committee portion of the application and submit it and all pertinent attachments to the Board of Directors for final approval within a two-week period immediately following the monthly review session designated in Section 10.3 Within ten (10) days of receiving all documentation, the Board shall return all material to the AC.
5. The AC will answer a request as promptly as possible. If the AC fails to reply to the applicant within thirty (30) days of review, the request is considered to have been approved.
6. If a proposal is rejected, the applicant is free to resubmit within thirty (30) days of rejection provided the resubmission

includes new or added information which might clarify the request or demonstrate its acceptability. Any resubmission of application shall constitute an automatic renewal of the thirty (30) day review clause. Final appeal may be made to the Board of Directors. It shall be the responsibility of the AC to notify all homeowners at least five (5) days in advance of such meetings.

7. Upon approval and prior to commencing any work, a signed and approved copy of the Township Building Permit must be presented to the AC for verification.

### **Section 11. Final Review**

1. The AC reserves the right to inspect all exterior additions and alterations during and after construction to ensure their conformance to the approved application.
2. The AC shall notify the Board of Directors of any work done which is not in conformance with these Guidelines or the approved application.

### **Section 12. Records**

1. It shall be the responsibility of the AC to maintain a file of all architectural applications and related documentation.

## **C. GROUNDS/MAINTENANCE**

### **Section 1. Pet Control**

1. Dogs, cats, and other domesticated household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and provided further that such pet shall not cause or create a nuisance or unreasonable disturbance.
2. The homeowner or tenant shall indemnify the Corporation and hold it harmless against any loss or liability of any kind whatsoever arising from or growing out of having such animal on the common properties.
3. All pets shall be kept under physical restraint when off of owner's private property except when being exercised, at which time it must be under owner's control. No unleashed animals shall be permitted upon the common properties unless carried in suitable containers. No animals may be tied and left unattended on the common properties or in the yard areas of the homes. If a pet is under a child's supervision, the child must be aware of pet control regulations. Parents are responsible for damage done by the pet when the pet is under the child's care.
4. Owners are responsible for removal of litter deposited by their pets on grounds other than their private property.
5. Pets must not be allowed to defecate/urinate within fifteen (15) feet of common or private properties, flower beds and shrubs.
6. Pets may be tied outside a residence with the following restrictions:
  - (a) Tether shall restrict the pet to the owner's property;
  - (b) The owner or a member of the family who <an control the pet must be home whenever the pet is tied outside.
  - (c) The pet must not in any way annoy other residents or their guests, or interfere with any contractor or public servant in the performance of their job (i.e.. trash collection, lawn mowing, mail delivery, etc.).
7. It is the responsibility of every pet owner to be aware of and adhere to all prevailing township, county, and state laws which pertain to the licensing, immunization, and restraint of pets.
8. In addition to the enforcement procedures of Article V of this document, penalties for violation of any pet control rule or regulation shall be Ten Dollars (\$10.000) for the first offense and Twenty-five Dollars (\$25.00) for any subsequent similar offense.

### **Section 2. Parking**

1. The parking of additional vehicles is permitted in front of property or designated parking lot. No more than two (2) automobiles shall be parked upon Corporation maintained roadways by any homeowner or tenant, his guests and invitees, for a period of more than 24 hours without the prior written consent of the Corporation.
2. Parking on grass or garden area, private or common, is prohibited.
3. No person shall park a vehicle or otherwise obstruct any resident's use of or ingress or egress to any parking space.
4. Residents or their guests shall not park mobile homes, motor homes (house cars), utility or recreational trailers, trucks

exceeding one-half ton, or any other oversize vehicles in residential parking areas except for short-term loading or unloading purposes.

5. Any vehicle which is unregistered or without a current inspection sticker shall not be parked in any common area for more than fifteen (15) days without written approval of the Corporation or they will be towed at the owner's expense.
6. Motorcycles, ATV's and mopeds shall be considered the same as other licensed vehicles. Owners of motorcycles shall comply with the rules and regulations set forth in this Section.

### **Section 3. Refuse Control**

1. Trash must be placed in receptacles with secured lids or in tied plastic bags. It shall be placed curbside either the night before or on trash pick-up days only. Receptacles are not to be visible at any other time.
2. Newspapers not in approved containers shall be tied in bundles.
3. Empty cardboard boxes shall be tied in bundles.
4. Burning or dumping of refuse is not permitted.
5. Litter is prohibited.

### **Section 4. Snow Removal**

1. It is the responsibility of each owner to remove snow from the property's driveway and sidewalk.

### **Section 5. Grounds**

1. No homeowner or tenant shall cause or permit the repair, dismantling or disability of any vehicle, machine or appliance other than within the dwelling unit, or permit such, or the parts thereof to be stored upon any lot or within the public right-of-way. The Corporation may, by prior written consent, permit do-it-yourself type of minor repairs to vehicles to be performed by its members upon designated parking areas owned and maintained by the Corporation.
2. All homes and yard areas, including landscaping and improvements thereon, shall be maintained and kept clean at all times in a manner so as to meet the approval of the Corporation in its sole discretion and no trash, garbage, or other waste may be kept on any lot except in sanitary containers. In the event any home or yard area, including landscaping or improvements thereon, is not maintained and kept clean in such manner, the Corporation shall have the right, either itself or through any other person, to furnish labor and/or materials necessary to bring said home up to a standard which meets the approval of the Corporation in its sole discretion, and to maintain them according to such a standard. In such event, the owner of any such home shall pay to the Corporation an amount equal to all direct and indirect costs and expenses incurred by the Corporation in furnishing such labor and/or materials or having the same furnished. The amount that the owner of any such home is obligated to pay hereunder shall constitute a lien on such home, and shall be payable within ten (10) days after the charge is made.
3. The home and area restricted to the owner or tenants use shall be maintained in good repair and overall appearance.
4. No person shall be permitted to use the common properties of the Corporation except in accordance with the rules and regulations established by the Corporation's Board of Directors. Any social gatherings in the common properties requires prior written approval of the Corporation.
5. No part of the properties shall be used other than for the housing and recreational purposes for which the properties were designed. Each home shall be used as a single family residence and for other purposes.
6. No homeowner or tenant shall make or permit any disturbing noises in any home, nor shall any noxious or offensive activity be carried on in any home, nor shall anything be done there, either willfully or negligently, which may interfere with the peacefully possession rights, comforts or conveniences, or which may be or become an annoyance or nuisance to the other homeowners and tenants.
7. No immoral, improper, offensive, or unlawful use shall be made of the properties nor any part thereof and all valid law, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
8. Nothing shall be done in any home which will impair the structural integrity of the home.
9. The maintenance assessments shall be paid when due. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas or abandonment of his lot.

## **D. SAFETY AND SECURITY**

### **Section 1. Insurance**

1. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering each Corporation Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the common properties.

### **Section 2. Roads**

1. Use of roads is limited to property owners, tenants, guests, contractors, employees, delivery men, and official government and School District vehicles. All others will be considered trespassing.
2. Motor vehicles shall not exceed the posted speed limits.
3. Traffic signs shall be obeyed by all motor vehicle operators.
4. All motor vehicles on Chaddwyck property must bear a current state license plate. Drivers must possess a valid operator's license.

### **Section 3. Hunting and Trapping**

1. Hunting within the confines of Chaddwyck is prohibited.
2. No firearm shall be discharged nor any bow and arrow used for hunting or target practice within Chaddwyck. Firearms include air rifles and air pistols.
3. Trapping is prohibited on Chaddwyck property.

### **Section 4. Fire Prevention and Protection**

1. Open burning of trash, leaves, brush, and other such material is strictly prohibited.
2. Kerosene, gasoline and other flammable products shall be stored in approved containers and shall be stored inside the building in accordance with the approved ANSI Safety Standard for occupied residences.

### **Section 5. Security**

1. It is the responsibility of every Chaddwyck resident to report to the appropriate authority any situation which may endanger or jeopardize the health, safety, or security of the members of the Corporation, their families, their homes, or the common facilities.
2. Vandalism of any kind by any resident or guest, be they an adult or a minor, to any common grounds, buildings, facilities, equipment, etc., shall not be tolerated. The responsible party or parties shall be billed by the Corporation for any damages incurred. Every homeowner and tenant of Chaddwyck shall be held responsible for the actions of persons who are either residing or visiting with them.

## **E. ENFORCEMENT**

The Rules and Regulations established by the Corporation or its various Committees shall be enforceable by the Corporation, its Agents, or any owner by any proceeding at law and in equity provided, however, that copies of such regulations are furnished to each member prior to the time the said regulations become effective. All such Rules and Regulations, now or hereafter imposed, shall be entitled to the same enforcement as all restrictions, conditions, covenants, reservations, liens and charged imposed by the provisions of the Declaration of Covenants, Conditions and Restrictions recorded in the Deed Book.

## **F. AMENDMENTS**

### **Section 1. Proposal Procedure**

1. A new rule, regulation or amendment to an existing rule or regulation may be proposed by either the Board of Directors, a Committee of the Board of Directors, or ten percent (10%) of the current members of the Corporation.
2. Any proposed rule, regulation or amendment shall be discussed at a general meeting called for that purpose.
3. All members of the Corporation shall be notified in writing at least ten (10) days prior to the meeting. The notice shall set forth the exact nature of the proposed rule or regulation of the amendment along with the advice that all those interested may attend the meeting and be heard.
4. In the event that a determination is made to vote on the proposed rule, regulation, or amendment by a majority of those present, then another general meeting shall be scheduled for that specific purpose.

## **Section 2. Voting Procedure**

1. Notice of the voting time shall be made in writing to every member of the Corporation at least ten (10) days prior to the meeting. However, the meeting shall not take place sooner than fifteen (15) days after the determination to bring the amendment to a vote was made.
2. The presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A membership and one hundred percent (100%) of the Class B membership shall constitute a quorum.
3. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the proceeding meeting.
4. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.
5. Ballots concerning the proposed rule, regulation, or amendment shall be made available for signature at the meeting to the members of the Corporation, one ballot per lot owned.
6. Absentee ballots shall be furnished by the Board of Directors only at the request of a member in good standing.

## **Section 3. Adoption**

1. Any rule, regulation, or amendment adopted by the members shall not become effective until ten (10) days after its adoption.
2. Written notice of the adoption of the rule, regulation, or amendment shall be given to each member of the Corporation no later than five (5) days after its adoption.