RULES & REGULATIONS

as revised November 21, 2024

The Kissel Hill Commons Lot Owners Association Board and Architectural Review Board (ARB) developed these Rules and Regulations effective October 3, 2024, 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

1. Owner agrees to be responsible for the actions of Owner, Owner's family or other residents/tenants 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. Owner agrees to notify the manager of a change in Owner's/tenants' information.

4. Owner agrees to 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. Owner agrees to 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. Owner agrees to 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 7:00 pm the day of service. At all other times trash receptacles must be kept out of sight.
7. Owner agrees to 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. Owner agrees to 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 the 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. Owner agrees to inform contractors and vendors of the community-approved trade hours which must comply with Manheim Township ordinances. Emergency services are the only exception to this rule.
10. Owner agrees to not permit illegal fireworks in the community nor permit any fireworks in the Common Areas.
11. Owner agrees to abide by Manheim Township's animal control ordinances including the prompt removal of waste and to keep animals on a leash at all times.
12. Owner agrees to not feed wildlife, including but not limited to, ducks, geese, and fish in Common Areas. This includes the feeding of cats outside, domestic or feral.
13. Owner agrees to not enter upon, throw items into, or fish from the storm water basins.
14. Owner agrees to abide by the separately issued and posted rules regarding access and use to the community building and pool.

EXTERIOR & LANDSCAPE MAINTENANCE

1. Owner agrees to 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 and Restrictions. 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 or colors unless the project is to replace or repair with in-kind materials and/or colors. This includes replacement of shrubbery and roofing.
2. Owner agrees that sheds are not permitted in the community.
3. Owner agrees to not install a permanent playhouse, swing set, wading pool, trampoline, sandbox, zip line and similar play or sports equipment without ARB approval.

4. Owner agrees that 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. Owner agrees that basketball nets cannot be placed on sidewalks or beauty strips.
6. Owner agrees to screen garbage receptacles, and other unsightly objects from view of the street and neighboring properties after receiving ARB approval for the screening material.
7. Owner agrees to use ARB-approved choices of exterior elements such as, but not limited to fences, awnings, mulch, mailboxes, mailbox posts, paint colors and roofing.
8. Owner agrees to not install window or wall air conditioners or exterior heating.
9. Owner agrees to 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 trespassing.
10. Owner agrees to 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. All beauty strips are to be planted with grass only.
11. Owner agrees to 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 closest 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. Owner agrees to 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. Owner agrees to not install a permanent flagpole.
14. Not to alter by any means, including planting, erecting, or placing anything in the Common Areas. Only the Board may affect changes to the Common Areas.
15. Owner agrees to only place permitted signs as follows: All signs are limited to one 18"x 24" 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. No contractor or landscape signage is allowed. 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

1. Owner agrees to 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. Owner agrees to 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. Under no circumstances may vehicles be parked in grass at any time.
3. Owner agrees to 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. An annual community yard sale may be planned by homeowners with prior KHC Board approval.

CODE OF CONDUCT

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

1. Owner agrees to not permit physical or verbal assault of a board member, staff member, property owner, guest or manager.
2. Owner agrees to not permit or use loud, profane, or abusive language, including harassment or threats.
3. Owner agrees to follow any rules or code of civility or procedure for owners that wish to address the Board.
4. Owner agrees to not permit actions that cause unsafe conditions or impair the rights or privileges of others in the community.
5. Owner agrees to 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 if the homeowner is not set-up for auto-pay through the management company.
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 noted in Exhibit-A, at the end of this document.
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 the Board for actual costs incurred to repair or correct Owner's noncompliance.
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 rights 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.

Kissel Hill Commons Violation, Fine, and Collections Policy – Updated April 2024

VIOLATION	1 ST NOTICE	2nd NOTICE	3rd NOTICE	4th NOTICE
1. Pets	Written or verbal request to the pet owner for immediate compliance and notice of consequences for subsequent violations	A $100.00 fine will be assessed for a second notice or second occurrence of the problem within 12 months.	A $250.00 fine will be assessed for a third notice or third occurrence of the problem within 12 months.	A $500.00 will be imposed for each subsequent violation.
2. Routine Maintenance	Written or verbal request to homeowner for action or repair within seven days and notice of consequences for inaction	A $100.00 fine will be assessed for a second notice or second occurrence of the problem within 12 months.	A $250.00 fine will be assessed for a third notice or third occurrence of the problem within 12 months.	Assess a $500.00 fine. The fine will increase by $500.00 monthly until a correction is complete. The Association also reserves the right to correct the violation, invoice the homeowner for the work, and fine the homeowner for noncompliance.
3. Trash cans - TRASH CAN POLICY **Trash cans must be stored inside your garage or behind an ARB-approved trash-can hideaway.**	A written or verbal request to the homeowner for action to move the trash can within 24 hours.	A $100.00 fine will be assessed for a second notice or second occurrence of the problem within 12 months.	A $250.00 fine will be assessed for a third notice or third occurrence of the problem within 12 months.	Assess a $500.00 fine. The fine will increase by $500.00 monthly until a correction is complete.
4. Vehicles	Residents may not park on Association grass or in pool parking spots when not using the pool. After one reminder per household, resident vehicles parked in unauthorized common areas will be subject to immediate towing. Forbidden cars, boats, campers, etc., parked on the public street within the Kissel Hill Commons community will be subject to fines.	A $100.00 fine will be assessed for a second notice or second occurrence of the problem within 12 months.	A $250.00 fine and/or towing will be imposed for a third notice or third occurrence of the problem within 12 months AND subject to immediate towing at the owner's expense.	A $500.00 fine and/or towing will be imposed for a fourth notice or second occurrence of the problem within 12 months AND subject to immediate towing at the owner's expense.