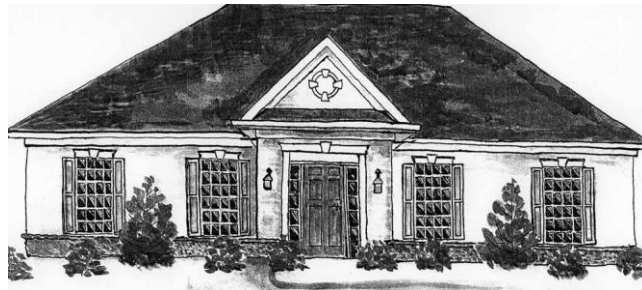


Homeowners: This is an important document. Please read *Section II INTRODUCTION* for more information!

## **Rules, Regulations and Standards**

### **Village at Dorchester Homeowner's Association**



**Revised**

**July 2020**

**Property Manager:**

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# VILLAGE AT DORCHESTER HOMEOWNERS ASSOCIATION

## RULES, REGULATIONS AND STANDARDS

### I. DEFINITIONS

**Declaration:** The Declaration is the formal, legal document, which created the Community in Hilltown Township. The Declaration specifies the boundaries of the property and its units. It identifies the common elements and sets forth the basis on which voting and liability for the expenses of the Association will be allocated among the 83 units.

**Bylaws:** The Bylaws are the rules for governance of the Association, of which all unit owners are members. These serve the same purpose as the bylaws of a corporation.

**Rules and Regulations:** The Rules and Regulations have been approved by The Board and are attached hereto.

### II. INTRODUCTION

These Rules, Regulations and Standards are being established for the Village at Dorchester Homeowner's Association, in accordance with its Declaration. By adoption, the rules become a working component of the Declaration filed with the Township.

The purpose of the rules is to complement the Declaration and to be consistent with the intent of the Declaration to preserve, maintain and enhance the integrity of the Association, the value of the property, the architectural harmony of the buildings and the site design of the community.

It is the responsibility of the Association, through the Property Manager (see cover page), Board of Directors and/or committee, to administer and enforce these rules. These rules may be amended as the needs and desires of the community may change. The Board welcomes comments or suggestions from association members regarding these rules. With the recognition that individual tastes and styles may change or slightly deviate from the original intended character of the community, the Association will monitor the effectiveness and applicability of these rules to initiate amendments, if warranted.

**Please keep this copy of the rules with your other Association documents. Also, please become familiar with the rules and with the Declaration where some items are more specifically defined. If you have tenants in your unit, pass a copy of the rules and the Declaration along to them. It is the owner's**

**responsibility to ensure that their tenants understand and abide by these rules and corresponding Declaration.**

**III. ARCHITECTURAL AND LANDSCAPING STANDARDS & PROCEDURES**

**A. GENERAL**

Unit owners must submit in writing a Modification Request Form for any proposed alterations to the unit's exterior and titled lot – including, but not limited to: patios, decks, painting, other exterior finish or components and landscaping, along with plans, if necessary. Originals of all requests must be given or sent to the Property Manager (see cover page). A response from the A.R.C. Committee, via the Property Manager will follow within forty-five (45) days. If additional information is required, the forty-five (45) days will begin after all the information is received.

Copies of all Modification Request Forms, Modification Request Forms Procedures and Instructions and Property Protection Agreement forms are available by the bulletin board inside The Clubhouse.

Any correspondence or complaints about actions of The Board or other unit owners must be submitted and signed, in writing, to the Property Manager (see cover page).

**B. SPECIFIC CHANGES, ALTERATIONS AND INSTALLATIONS**

**The following items must be approved by the A.R.C. prior to installation:**

1. Patio installations, additions or extensions are subject to standard specifications, as determined by the A.R.C. Such specifications shall include construction methods consistent with Township codes. Approval of all patio requests will be conditioned upon request of a building permit from the Township, if required. A separate patio specification must be provided detailing materials and overall dimensions.

Before work commences, the homeowner must submit a signed copy of the ***Property Protection Agreement*** attached under the Exhibit section of this document.

2. Residents will be permitted to install windows with permission from the A.R.C. on the interior units on the service walk side of the garage wall. The windows must be as close as possible to the original windows that are presently in the homes, which are white, vinyl, insulated, glass windows with screens and grids.

3. Retractable fabric awnings have been approved for the rear patio/deck of the units. Awnings are to be retracted at night and when not in use. The awning must fit the following specifications:
  - a) Size: To be approved on a case-by-case basis by A.R.C. and dependent on installation requirements. (Roof mount is prohibited)

Framing and fabric colors must be complimentary to the aesthetics of your home. Samples of the fabric(s) must be submitted to the A.R.C Committee for review.
4. Residents are permitted to install ground lights. All lights, including solar lights, must be placed in mulched areas. Maximum height is twenty-four (24) inches. All wires must be buried at least 6 inches underground. Except for holiday or winter, during non-mowing season, no spot or floodlights may be used.

**CAUTION MUST BE TAKEN WITH UTILITIES WHEN BURYING WIRES.** Five (5) to 10 days before digging, contact Pennsylvania One Call System at 1-800-242-1776. They will notify all your utility companies to mark the location of underground lines, pipes, etc.

**The following items have been approved by The Board of Directors and A.R.C. and therefore prior approval is not required:**

• **STORM DOORS AND SCREENS**

- PELLA
  - Model 4602 - Full-view with brass hardware; Royalton; Color: white or cranberry; Handle – brass French scroll ESH5
  - Model 4800 - Same as above except it has a center bar; Color: white or cranberry
- LARSON
  - Tradewinds - Full-view with brass hardware; Color: white or cranberry
  - Largo - Same as above except it has a center bar; Color: white only
- ANDERSON
  - HD 3000FV - Full-view with brass hardware; Color – white or wineberry
  - HD 3000 - Same as above except it has a center bar; TruEase; Color: white or wineberry

- SUGARCREEK
  - 590/397 - Full-view with brass hardware; Model DH232/234; Color: white or mountain berry
  - 391 Same as above except it has a center bar; Color: white or mountain berry
- PHANTOM RETRACTABLE SCREEN
  - A phantom retractable screen is approved for the rear of the house.

- **EXTERIOR FINISHES**

Any exterior repair or repainting of the unit must be of the following original building materials type and/or color.

- Roof Shingles
  - CertainTeed Horizon shingles are no longer available; therefore, GAF Timberline HD, color slate should be used.
- Siding
  - Wolverine Weatherstone; Color is Wicker (which is no longer available). Closest match can be made by painting a light-colored Wolverine Weatherstone piece using Home Depot – Olympic Premium Exterior Latex Flat b-2 custom color 102-9 107-27 109-5.
- Fascia, Soffit, Sub Rakes
  - Iron Max; Color is White
- Brick
  - Parliament with grape vine joint
- Brick Mortar
  - Standard Color
- Vinyl Shutters
  - If you paint: Behr (Home Depot): Semi-gloss Enamel Blackout N510-7
- Gutters & Downspouts
  - White
- Garage Doors
  - White
- Main Entrance Door
  - Door Jamb & Trim; Sherwin Williams (White)

- Face of Door & Sidelights; Sherwin Williams (if applicable - Sun Dried Tomatoes)
- All fypon window & door heads, fypon door
  - Sherwin Williams (White) surrounds, etc.
- Rear Exterior Pre-Hung Door(s)
  - Door Jamb and Trim; Sherwin Williams (White)
- Utilities boxes on the sides of the homes may be painted to match the color of the siding. The electric company has approved this; however, THE GAS METER CANNOT BE PAINTED. The color that matches the siding is Home Depot – Olympic Premium Exterior Latex Flat B-2 custom color 102-9 107-27 109-5
- Skylights are only permitted in the original W.B. Homes Weston model (interior unit with a two-car garage).
- Gutter guards that are white in color, and made of vinyl or aluminum, may be installed as long as they are not visible from the ground.
- Satellite dishes are permitted. A high-definition dish may also be added. The dish should be no more than eighteen (18) inches in diameter. The dish should be gray in color and preferably located on rear of unit.
- Security cameras: The camera must be a fixed mounted camera. The camera must be located above the front door. The placement position was chosen to be the least intrusive and to allow other residents their right to privacy.

**The following items are NOT permitted:**

- Arbors, exterior window or door guards or grates, fans (except for attic exhaust fans to be located on the roof in the rear of the home), air conditioners (except existing sunrooms) in or about the windows or exterior of the buildings.
- Non-retractable awnings. Retractable fabric awnings mounted on the roof.
- Removal of privacy fences. All fences installed by the builder must remain and be maintained by the homeowner.

**The follow item is permitted:** Outside roll-up shade(s) (bamboo, etc.) may be used on decks. They must be rolled up each evening.

### C. LANDSCAPING & GARDEN SPECIFICATIONS

1. A written request for any major change to garden and landscape must be filled out on a Modification Request Form. Instructions form is also available by the bulletin board in The Clubhouse. If you have any questions, contact the A.R.C. Committee. Originals of all requests should be sent to the Property Manager (see cover page). A response from the A.R.C., via the Property Manager, can take up to forty-five (45) days. **If additional information is required by the A.R.C. Committee, the forty-five (45) days will begin after all the information is received.** The determination will be an approval, denial or request for additional information. If approved by the A.R.C. Committee all required permits must be obtained before work commences.

**Upon completion of any installation, addition or extension, the unit owner must contact the A.R.C Committee within 10 days for final approval.**

2. Per Section 6.1.6 of the Declaration: Unit owners may plant individual gardens in the rear of the unit. They must be contiguous to the unit and cannot extend more than thirty-five (35) feet beyond the rear wall of the unit or twenty-five (25) feet from the rear wall of the sunroom. It is the unit owner's sole responsibility to maintain such gardens. **Vegetable plants (except corn) are permitted in containers on rear patios/decks only.** No more than 2 pots (no larger than 2'X2') may be placed within the fenced area in your front yard. Flower gardens may not be placed as an island. This means that all flower gardens must continue out from the rear of the unit and allow for mower-friendly application. Please refer to D.1., for additional information.
3. Flower planters/ boxes are permitted in white, black, green or terra cotta or of a base of Coco Moss or similar material with containers in white, black or dark green. Shepherd's hooks are permitted. **Only live flowers/plants** are permitted in the flower planters/boxes and all dead flowers must be removed at the end of the growing season. During the non-growing months, the planters/boxes must be kept neat with no weeds, runners, dead leaves, etc. Pots used to grow vegetables should be put away when not in use. Any damage to a unit caused by the above items will be the responsibility of the unit owner. **Artificial flowers/plants are not permitted in the ground, planters or boxes.**
4. Owner must maintain owner-installed landscaping including materials and flowers. This landscaping must be in accordance with the landscape specifications used by the association lawn care contractor and must be mower-friendly.



5. It is recommended that an area of two (2) feet is to surround the air conditioning compressor using mulch. Approved pavers or river stones may be installed to separate and protect the compressor from mowers.
6. All tree plantings must be approved. This area could be extended in size to allow for the anticipated growth of the plantings. The mulch must be similar in color and type to the mulch used by the landscape contractor. Colored mulch is **not** permitted. Trees must have a minimum of 3 feet of mulch in diameter around them.
7. Annuals, bushes or perennials planted in front of white courtyard fences cannot exceed the height of the fence.
8. A planting against an outside wall or near windows shall be no greater than four (4) feet in height. A shrub or bush planted away from a wall shall be of the dwarf variety.
9. Planting within the privacy area in the rear of a unit cannot be taller than the privacy fence.
10. Lawn sculptures, birdbaths and fountains are permitted up to 30 inches in height and may be placed in the fenced courtyards or in planting beds contiguous to the unit only. Fishponds are **not** permitted.
11. All decks must remain in natural color. Any coatings or stains must be close to natural color. No other colors allowed.
12. Homeowners are responsible for the maintenance of all plantings (annuals, perennials, shrubs and trees) located within their designated plot. Any changes to existing plantings must follow the guidelines described in Section C 1 of this document. End units (Wyndham) must keep all rows of bushes uniform. If changes to species of bush/plant are to be made, it must be approved by the A.R.C. Committee.
13. No additional garden areas may be installed without first submitting a Modification Request Form to the Property Manager (see cover page) and receiving a written approval from the A.R.C. via the Property Manager. Forms are available at The Clubhouse. **If additional information is required, the forty-five (45) days will begin after all the information is received.**

#### **D. PATIO SPECIFICATIONS**

A written request for patios must be filled out on a Modification Request Form, available by the bulletin board in The Clubhouse. Originals of all requests must be given or sent to the Property Manager (see cover page). A response from the A.R.C., via the Property Manager will follow within forty-five (45) days. **If**

**additional information is required by the A.R.C. Committee, the forty-five (45) days will begin after all the information is received.** The determination will be an approval, denial or request for additional information. If approved by the A.R.C Committee all required permits must be obtained before work commences.

1. For patio installations, the Township requires a one (1) foot side clearance from the property line. The maximum distance out from the rear of the unit is twenty-five (25) feet. This is measured from the rear wall of the unit. Units with sunrooms are permitted to a rear dimension of fifteen (15) feet from the rear wall of the sunroom. Please refer to C.1., for additional information.
2. Walls and pillars may be part of the patio. The maximum height for walls is twenty-eight (28) inches. The maximum height for pillars is thirty-eight (38) inches.
3. Hardscaping is approved for use. The coloration is to be in earth tones. Hardscaping does not require a permit from the Township. A concrete patio **does** require a permit if it has footers.
4. Any addition to the rear of the unit must be mower-friendly. This requires a mulched area of at least six (6) inches from a wall, patio, or landscaped gardens.
5. Upon completion of any exterior modification, inspection from the A.R.C. committee is required.
6. This permit will expire one (1) year from the date of approval.

#### **IV. GENERAL USE RESTRICTIONS (See Article VI of the Declaration)**

- A.** All unit owners, guests and tenants must abide by Article VI of the Declaration pertaining to Use and Occupancy of units and common facilities.
- B.** No part of the property shall ever be used or caused to be used in any way, directly or indirectly, for any business, industry, manufacturing, mercantile, storing, and vending or other such non-residential purposes.
- C.** Loud noises or noxious odors shall **not** be permitted on the property. The Property Manager (see cover page) and Board of Directors shall have the right to determine, in accordance with the Bylaws, if any noise, odor or activity producing such noise or odor constitutes a nuisance.
- D.** All draperies, curtains, venetian blinds or other window treatments must be white or off-white in color on the exterior side. Pre-hanging stained glass that is

clear, white or off-white is permitted as a window treatment, not a replacement. Pre-hanging colored stained glass is permitted in the door transom and sidelights only as a window treatment, not a replacement. White, beige bamboo or wicker roll up shades may be used in the Sun Room only.

- E. Window tinting or film must be of neutral sheeting. Provided below is the A.R.C.'s list of approved window tinting.

The purpose of this list is to provide a guide if you choose to install films. The visible light transmittance percentage (VLT) varies because of the usage of the films. Twenty-eight (28) % (SL-280) would be used for anti-glare; 38% VLT (DG-35) is a very light gray; 51% VLT (DG-55) is a slightly darker gray.

- F. Rubbish, trash, garbage or other waste may not be kept on any lot or common facilities. Each unit owner or tenant must keep their property neat and clean. Tires, construction materials, tools (including ladders), garbage bags and lawn ornaments may not be stored on the exterior of the property. All recreational items (including bicycles and children's toys etc.) must be stored inside the unit when not in use.
- G. **Trash cans and recycle bins must have house numbers on the container** and must be stored in the garage, except on the night before or the day of pick-up. After pick-up, they must be returned to the garage in a timely manner.
- H. Unit owners may **not** construct fences on any lot or common facilities.
- I. All hoses and watering devices must be stored neatly when not in use.
- J. A maximum of two (2) flags may be displayed at any time: the American flag, American armed forces flags, and seasonal/decorative flags are permitted. In-ground flagpoles are **not** permitted.
- K. No garage may be converted into living space or storage where such storage would prevent the parking of a vehicle inside the garage. [Requirement of our Declaration]
- L. Any damage to any portion of the common facilities caused by guests, tenants, pets, or hired contractors of the unit owner shall be repaired at the expense of such unit owner.
- M. Exterior storage sheds, above ground swimming pools, hot tubs, other buildings or improvements may **not** be placed on the unit owner's lot, common facilities or limited common facilities. Exterior storage benches in earth tones not to exceed 24 inches high may be placed on the patio or deck.

- N.** Collapsible outdoor clothes line may be used during daylight hours in the rear of the unit but must be stored by dark. No laundry is to be located in the front of the home or on the driveway.
- O.** Basketball backstops, swing sets or other equipment such as hockey nets, etc. are **not** permitted at any time. Skateboards, roller blades, two-wheel scooters and bikes are not permitted on the walking paths; they must be used on the street or sidewalks.
- P.** Outdoor picnic sets may remain set up on patios and/or decks, provided they are in good repair. However, umbrellas must be stored inside during the winter months.
- Q.** Bird feeders/houses must be contiguous to the rear landscape plan. Decorative bird houses **without** openings may be placed in front or side gardens. We encourage feeders/houses in the common area; however, you need approval from the Landscape Committee prior to installation. Bird feeders or houses will be allowed past the main mow line where wooded areas exist. No bird feeders/houses are allowed on the grassy areas that might hinder mowing.
- R.** Exterior decorative lighting and decorations displayed during the Christmas season will be allowed starting with Thanksgiving and ending no later than January 15. No lights may be placed on any plantings in the common areas at any time. Other exterior, decorative or seasonal lighting is permitted two (2) weeks prior and one (1) week after other holidays except Christmas only on homeowner's property.
- S.** Non-decorative items must be stored away when not in use.
- T.** Nothing shall be altered, constructed or removed from the common facilities without the prior written approval of the A.R.C. Committee and Township.
- U.** No dumping of debris, building materials, concrete, etc. on V.A.D. property or any adjoining properties.

#### **V. SIGNS (Section 6.1.3)**

One (1) sign, not more than four (4) square feet in area, advertising the sale of a unit may be displayed in the unit's front window or in front of the unit's fence. No sign may be placed in the ground.

OXYGEN signs are permitted. Placement should be in the front window, visible from the street.

## VI. PARKING AND VEHICULAR RESTRICTIONS (Section 6.1.4)

- A. Unit owners or tenants must park all vehicles in their garage or driveway (**not on sidewalk**). The parking spaces within the three designated parking areas are intended primarily for visitor parking and must be used by unit owners only on a temporary basis.
- B. Unit owners with official handicapped parking permits are allowed to use said parking spaces for the purpose of picking up their U.S. mail at their designated mailbox station and when using The Clubhouse.
- C. No unit owner shall park, store or keep on any lot within the property any large, commercial type vehicle or any recreational vehicle upon any uncovered parking space, so as to be visible from anywhere in the property. Recreational vehicles may be parked for the sole purpose of loading and unloading no more than thirty-six (36) hours.
- D. No unit owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any lot or common facilities.
- E. Any vehicles parked in driveways cannot be kept covered with a car cover.
- F. It is recommended, for safety reasons, that homeowners should not leave their garage door open continuously, throughout the day.

## VII. ANIMAL RESTRICTIONS (Section 6.1.5)

- A. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any lot. Dogs, cats, fish, birds and other household pets may be kept in units provided they are not kept for breeding or maintained for commercial purposes in unreasonable quantities (unreasonable quantities shall mean more than three (3) pets per unit). The Association may determine that a reasonable number in any instance may be more or less than three.
- B. Animals belonging to unit owners, guests or their tenants must be either kept inside a unit or **on a leash being held by a person capable of controlling the animal**. The Association or any person designated by the Association may remove any animal found unattended to an animal shelter.
- C. Any solid waste distributed by any animal must be immediately picked-up and disposed of properly on the owner's property.
- D. Unit owners will be accountable for any damage caused by any animals brought onto the property either by themselves, guests or tenants. Excessive barking of dogs is **not** permitted.

## **VIII. SNOW REMOVAL**

The Association shall be responsible for snow removal from all paved areas within the Community, including common sidewalks, roadways, parking areas, individual driveways and service walks leading to the front door of each unit.

Safety is our first concern; therefore, The Board will work with the contractor to determine when or if we will plow, shovel or salt. The temperature will dictate this decision. Removal of any snowfall three (3) inches or less shall be at the discretion of The Board of Directors.

When shoveling the snow yourself, do not place snow in the street (even if the contractor has **not** been here yet).

## **IX. CAPITAL CONTRIBUTIONS FEE ON RESALE**

All resales of Village at Dorchester homes will be subject to a nonrefundable Capital Contributions Fee of \$1,250.00 payable to the Village at Dorchester Homeowners Association by the purchaser at the time of closing.

## **X. FINES AND RELATED ACTIONS BY THE ASSOCIATION BOARD**

- A.** The Board, its designated committee or Property Manager (see cover page) will notify in writing the unit owner (and not the lessee) responsible for a violation of the Rules and/or Declaration, and describe the violation with reasonable particularity and direct reference to the section of the rules applicable. This notification will be the FIRST NOTICE.
- B.** If the unit owner believes that an error has been made in the first notice, the unit owner has the right to register an objection, in writing, to the Property Manager (see cover page) within five (5) business days from the date of notice.
- C.** If the unit owner fails to correct the violation, as determined after inspection by The Board or Property Manager (see cover page), a SECOND NOTICE will be mailed to the unit owner. If the violation is not corrected within five (5) business days of the second notice, there will be a daily fine of \$25.00 per violation assessed to the unit owner's account. After thirty (30) days from the commencement of fines, if non-compliance still exists, The Board may institute legal action in accordance with the Declaration and the provisions for collection of past due assessments. Such legal actions may include a lien and judgment placed upon the property. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine will be the responsibility of the unit owner.

- D.** For violations of a per occurrence nature (including but not limited to, unleashed pets or failure to clean up after a pet from limited or common facilities, or trashcan storage, etc.), a fine of \$25.00 for each offense will be assessed. In the event of a violation, the unit owner will be notified in writing that the fine has been assessed and the notice will include the violation date.
- E.** There will be a first-time penalty of a minimum of \$100.00 for any change to the exterior of a homeowner's unit which was not pre-approved by the A.R.C. The owner must bring their unit back to its original state at their expense.
- F.** The fine procedures set forth in this section of the rules shall not be exclusive of other rights and remedies, which may be available to the Association or Board as set forth in the Declaration.

## **XI. CLUBHOUSE**

- A.** Clubhouse hours are from 6:00 AM until midnight.
- B.** Smoking and pets are not permitted in The Clubhouse. Smoking is permitted on the back patio only. Cigarette butts must be placed in the container supplied on the patio.
- C.** When you have guests, you are responsible for them. Non-residents may not use The Clubhouse without a resident accompanying them. Residents are not to give their key cards to a non-resident.
- D.** Alcoholic beverages are permitted in The Clubhouse. Alcohol must be supplied by the resident(s). Under no circumstances will alcohol be purchased with V.A.D. funds. No illegal substances are allowed in the clubhouse.
- E.** Regular (weekly, monthly, etc.) meetings are reserved for resident groups only.
- F.** When you use The Clubhouse, you must leave it in the same condition as it was found. This includes leaving the furniture set up as it was arranged prior to your event. Furniture must be carried, not dragged or pulled along the floor or carpet when being moved.
- G.** No inside furniture may be taken outside The Clubhouse. No outside furniture may be brought into The Clubhouse, except when it is stored at the end of the season.
- H.** Under no circumstances is anything to be glued, taped, tacked, nailed or fastened in any way to the walls, ceiling, wood framing, wet-bar or any piece of furniture.

- I.** If you are in The Clubhouse and something gets spilled you must clean it up immediately. There is a broom, mop, bucket and vacuum cleaner in the closet for such use. The bucket must be emptied and cleaned and the mop wrung out before placing them back in the closet.
- J.** If something should get damaged or broken, you must inform one of The Clubhouse committee members immediately.
- K.** Unless you are storing food or making ice because you are hosting an activity in The Clubhouse, storing food in The Clubhouse refrigerator is **not** permitted.
- L.** No one, under any circumstance, is allowed to “borrow” furniture, games, outdoor equipment, dishes and/or anything else that is part of The Clubhouse (excluding library books). This includes but is not limited to borrowing such items to bring to your own residence or someone else’s. Items moved to a distance of more than 100 feet from The Clubhouse are not covered under the Associations insurance.
- M.** It is the responsibility of the last person leaving The Clubhouse to make sure that the toilets are not left running and that the thermostats are properly adjusted. There are two thermostats – one in the main room and one in the poolroom. Upon leaving The Clubhouse, the thermostats should be set to the temperatures posted.
- N.** Turn out all the lights and properly secure all the doors before leaving.
- O.** All unit owners are initially entitled to two (2) Clubhouse entry key cards. Thereafter, any additional or replacement key cards are available for a fee of \$25.00 each.
- P.** The Club House can be rented by a resident for a four-hour period (not including set up and take down) for a private party. Only when The Clubhouse is rented are other residents not permitted to use the building. Fees and instructions are available from The Clubhouse Committee. This is a senior development so children parties will not be permitted.

If you see a light on in The Clubhouse, a toilet left running, the heat adjusted too high or too low, or any other problem, please feel free to take care of it yourself. **If you are unable to resolve the problem, please let a Clubhouse committee member know about it ASAP.**

## **XII. SOLICITING**

V.A.D. is a private community. Signs are posted at both entrances stating that no soliciting is permitted.



This applies to Jehovah's Witnesses, political pollsters, youth groups (such as Boy Scouts), grandchildren, nieces, nephews, etc. It also includes people that state they have a permit to be in our community. Their permit **does not** apply to a private community.

Be advised, if you ask them to leave, and they don't, you have the right to call the police.

### **XIII. MAINTENANCE AND REPAIR OBLIGATIONS (ARTICLE X)**

**A. See Section 10.1 of the Declaration for unit owner obligations.**

**B. See Section 10.2 of the Declaration for Association obligations.**

To the extent that any of the foregoing Rules, Regulations and Standards or any portion of same conflict with or are in any way inconsistent with the provisions of the Declaration of the Village at Dorchester, the provisions of the latter will prevail. All terms used in these Rules, Regulations and Standards will be given the same definition as provided in the aforesaid documents except where the context clearly indicates a contrary intention.

The Board of Directors may modify these Rules, Regulations and Standards, as provided for in the Declaration. Residents must be notified of such changes.

### **XIV. VIOLATION OBSERVANCE**

What to do if you witness a violation to our Rules and Regulations.

Please send an e-mail or letter to our property manager stating the infraction. Do not phone. It must be in writing. This is not a Board issue.

Should a letter be sent to a resident, know that no one's name is ever revealed. Your name will ALWAYS remain anonymous.



# Modification Request Form

## Request Form for Architectural Approval

**Submission of this form and approval, in advance, is required before any and all exterior modification of the premises or unit can begin. See *Procedures and Instruction* sheet for the review and approval/disapproval process that can take up to 45 days.**

Date:	Lot#:
Name:	Phone#:
Address:	
Email:	
Signature:	

Nature of Modification:


Attach any drawing, sketches or specification to the form. Please see *Procedure and Instruction* sheet for any additional information that may be required, as appropriate, to review your request. Drawings or sketches must be dimensioned.

Give or send the original copy of your request to the Property Manager (see cover page). This permit will expire one year after approval.

***For A.R.C. Use Only***

A.R.C Action:	<input type="checkbox"/>	Returned for Additional Information or Revision	<input type="checkbox"/>	Approval Recommended	<input type="checkbox"/>	Approval Not Recommended	<input type="checkbox"/>	Final Inspection
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A.R.C Comments:

**\*\*You must notify the Property Manager upon completion of your project for your FINAL INSPECTION.**

**CAUTION: 5 - 10 days before doing any digging, you or your contractor MUST call the PA One Call System at 1-800-242-1776. They will notify all of your utility companies to mark the location of underground lines, pipes, etc.**

## **Modification and Request Form Procedures and Instructions**

### **The review process is as follow:**

1. Prepare your request with all the appropriate documentation.
2. Deliver or mail your original, legible documents and plans to the Property Manager (see cover page). **Originals only; NO FAXES.**
3. The A.R.C. will either "approve" or "disapprove" the submission. The A.R.C. may recommend changes to the request. Resubmission by the home owner of an alternative plan will be required.
4. The Association's Property Manager will notify you of the approval/disapproval.
5. If approved, all required permits must be obtained before work commences.
6. You must notify the Property Manager upon completion of your project for final inspection.
7. This approval is valid for one (1) year after the date of approval.

The review process can take up to 45 days. The 45 days starts again if A.R.C. receives a resubmission.

### **Your Modification Request must include:**

1. Indicate material to be used, including color and other pertinent information. Any materials and/or color(s) used must conform to the approved materials and colors. **Applicant must attach appropriate dimensioned sketches or drawings and a description of the work to be done.**
2. Include information on the contractor (name, telephone number, etc.) and a copy of the **contractor's Certificate of Insurance and a signed Property Protection Agreement.**
3. **You are also responsible for the following regarding landscape modifications:**
  - a) **Utilities** - Be aware of the possibility of utilities in the area(s) where you are asking to make a modification. Telephone, cable TV, satellite TV, electric, natural gas, and water or sewer system lines could be in the area intended for modification. Any wiring or cable lines must be hidden from view, unless installed by a utility or cable company.  
  
You should check with the respective utility companies when planning a modification. You must alert vendors that due care and caution are to be exercised regarding all utilities.
  - b) **Grading** - Be careful that modifications do not change grading, thereby causing potential flooding problems.
  - c) **Mulch** – Any landscaping that will be mulched must be finished with mulch similar to other mulched areas in the community.
  - d) **Damages** - Homeowners are responsible for any damages caused during or after modifications.
  - e) **NO Dumping:** - Dumping of debris, building material, concrete, etc., will **NOT** be allowed on V.A.D. property or adjoining properties.

# Property Protection Agreement

**Company Name**

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**Contractor's Name**

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**Contractor's Address**

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**Contractor's Phone**

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Please be aware that it is the Contractors responsibility to protect and preserve all grassy areas, concrete walkways, driveways and walking paths when working on residential home projects. Contractor **must** use appropriate material, such as plywood, to protect the grass around the projects and the common areas when using wheel barrows or small equipment for digging, grading or transporting materials. **Use of the paved walking paths for any equipment is strictly prohibited.** If Contractor causes any damage to the above-mentioned areas, he will repair it back to its original condition. These repairs should be done immediately but no later than 30 days from the completion of the homeowners' project. The homeowner will be responsible in the event that the areas mentioned above are not returned to their original condition.

**A copy of the Contractor's proof of insurance, and a signed copy of this form must be submitted with application.**

Please sign below that you have read and understand the above requirements.

**Signature of Contractor**\_\_\_\_\_

Date

**Signature of Homeowner**\_\_\_\_\_

Date