

APPLECROSS COUNTRY CLUB

HOMEOWNER RULES AND DESIGN OPPORTUNITIES

I. INTRODUCTION

To the extent that any local government ordinance, building code, or regulation requires a more restrictive standard than the standards set forth in the Master Declaration Articles, the local government's standards shall prevail. To the extent that any local government standard is less restrictive than these Rules or the Master Declaration Articles, the Master Declaration Articles shall prevail.

Community Philosophy

The regional context of Applecross Country Club, along with the current and anticipated market demands, offer an opportunity to create a community that strives to meet the needs of the residents as well as those of the Township.

The planning and design reflects a commitment to creating a community and neighborhoods based on timeless principles. Fundamentally, the goal is to create a superior living environment, serving the needs of the residents.

The primary identity of Applecross Country Club will be established at the community level. At this level, the physical design of the landscape and other modifications will create continuity and unifying elements for Applecross Country Club. We strive for environmentally wise landscape design and management.

II. DESIGN GUIDELINES

Architectural Character: Modifications to, Additions to and Maintenance of Existing Homes.

1. The architectural design of any and all additions, alterations and renovations to the exterior of an existing home shall strictly conform to the design of the original home in style, detailing, materials and color.
2. The height of any addition to an existing home shall not be higher than the original roofline.
3. All additions to an existing home shall be built within the setback lines originally established for Applecross Country Club, regardless of more lenient requirements of any local governmental authority.
4. All materials used in the maintenance, repair, addition to and alterations of an existing home shall be consistent with those materials used in the original construction of the home as to color, composition, type and method of attachment.

5. When additions, alterations or renovations are performed to an existing home, the established lot drainage shall not be altered. All new or altered roofs shall drain to the ground solely within the deeded lot area. No roof may drain directly onto a neighboring property.
6. Mirrored surfaces and all treatments that change ordinary glass into a mirrored surface are prohibited. Gray or bronze tinted glass is recommended to minimize reflectivity. Clerestory windows are recommended over skylights for their cooling principles and solar effectiveness. Non-mirrored window tinting is permitted, but must be approved.
7. Bright untarnished copper and other metallic surfaces shall be treated to reduce reflections.

III. Ancillary Equipment

All ground-mounted spas and water feature equipment shall be adequately screened from street view and from the view of neighboring property, including lots, Common Area or appurtenant property by proper and adequate screening to block view from street and neighboring property. Said screening must be at least one (1') foot higher than the equipment to be screened. Such screening structures shall be set back from the equipment according to manufacturer's recommendations or, if no recommendations are available, shall be placed a minimum of three (3') feet away from the equipment, to allow for adequate air circulation around the equipment, but may not trespass on a neighboring lot without the written approval of the owner of such lot. If the setback requirements for a lot would prohibit the construction of a screening structure as provided herein, a landscape buffer may be approved by the committee as an alternative. Air conditioning privacy fencing should be white or match the color of the unit's siding, having a maximum height of four (4') feet at the highest point of grade. Fencing should be vinyl material and must maintain manufacturer's minimum clearance from unit to an object so as not to void the unit's warranty.

IV. Awnings

Awnings are permitted but must meet the following guidelines and must be requested through submittal of an architectural request: Must be retractable, motorized, hard wired, with manual override and no outside switch or exposed cord; Must have a minimum of 10-year warranty on the fabric; May be no wider than the length or width of the deck or patio, and not to project more than 16 feet; Wind class rating of Class 2; Must be warm, neutral, solid colors and tones that match the siding of the home; Valance detail must be straight; Awnings **MUST** be retracted when not in use or no one is home.

V. Barbecues, Fire pits and Fireplaces

Built-in barbecue units, fire pits and/or fireplaces must be contained within the rear yard patio or courtyard and must be designed as an integral part of the home. Locate chimney elements to avoid obstructing views from inside the house or from adjacent properties. To achieve this, the

chimney element on fireplaces must be set back a minimum of ten (10') feet from any side view fence panel.

VI. Basketball Goals/Hoops

Portable or permanent basketball hoops are only permitted in detached, single family homes.

Portable basketball hoops must remain on the homeowner's lot and may not be used on the street, sidewalk, and common areas.

Portable basketball hoops should be positioned at a minimum distance from neighboring property lines. The distance shall be equal to or greater than the height of the hoop at full extension. For example: If the height of the pole is 10' from the ground to the top of the backboard the placement shall be 10' from the adjacent property line, easement, sidewalk and Common Area.

When not in use for extended periods of time (winter season, vacation, etc.), portable basketball hoops must be stored out of sight.

Portable and permanent basketball hoops must be in good condition and repair and maintained with a net in good condition at all times.

For portable basketball nets, the base of the assembly shall be filled with the proper amount of material per manufacturer's instructions to safely stabilize the assembly. Sand bags, tires, cinder blocks, or any other material will not be permitted to stabilize the basketball hoop.

Permanent basketball nets may be installed on a pole of a size meeting the installation requirements.

A permanently installed basketball hoop assembly shall be maintained in rust free, sound structural condition, and neat appearance at all times necessary to meet new installation requirements.

Poles and assemblies must be black, white or a color complimentary to the house color scheme. Backboards must be white, transparent or a color complimenting the color scheme of the house.

Portable basketball nets shall be stored in a safe manner in the event an anticipated storm is approaching that could present enough wind to move or topple the net.

VII. Colors

Colors for retaining walls, decks, and pathways should be chosen to blend with the natural colors of the vegetation and surrounding preserved areas.

Colors vary greatly when exposed to sunlight during different times of day. Although colors may look acceptable in the shade, they can be highly reflective in sunlight.

Choose exterior colors in natural light, rather than indoors under artificial lighting, as shades selected under artificial lighting do not represent their true color value.

VIII. Flags

Homeowners are encouraged to use brackets mounted on the house or garage to display flags. Permitted flags, per the Flag Act, are the United States of America, the Commonwealth of Pennsylvania, and no more than one of the Armed Services. No other flags will be permitted without written architectural approvals per the Master Declaration.

IX. Gates

No gates to access the Golf Course shall be permitted. Side yard access gates must be designed, constructed and finished to match gates on lots within the Neighborhood in which the lot is located. Considerations should be given to heavy duty steel jambs and gate frames. Automatic closures are required on gates leading to pool areas.

X. Holiday Decorations/Decorations

Given the wide range of ethnic and religious backgrounds of the membership of Applecross County Club, the Association will not regulate the specific types of decorations to be displayed, however, no inflatable decorations will be permitted for any holiday, event or season. Banners may not be erected without Board approval. Winter decorations may be displayed from Thanksgiving but must be removed prior to Groundhog Day (February 2nd). For all other holidays during the calendar year, decorations may be displayed two (2) weeks prior to the holiday and must be removed no later than one (1) week from the holiday. At no time should decorations for one holiday overlap with another holiday.

XI. Irrigation

The use of underground drip irrigation systems rather than traditional spray type systems is encouraged for irrigating landscape areas. Spray irrigation should be limited to turf areas because of its inefficiency and the effect it has on the microclimate.

XII. Landscape

Homeowners are encouraged to water landscaped areas including shrubs, trees, and grass (when permissible by county and state water conservation authorities). Landscape within the front and backyard can be upgraded and personalized from what the Declarant installed initially with the home as described below.

1. Hedges can be used to define the property in place of a fence on the rear of the lot only. This will be allowed on the Estate and Classic homes. Hedge plants can be evergreens with small leaves, or densely branched deciduous shrubs. Plants with thorns are not permitted.
2. Homeowners are permitted to plant flowers in existing planting beds and side beds where applicable. A written request should be submitted and board approval should be secured prior to the installation of any additional landscaping beds, trees and/or shrubs.
3. Vegetable and fruit bearing plants and trees and vegetable or fruit gardens are not permitted if visible by neighboring properties. Small containers of decorative vegetables or fruits are permitted on the owners' deck or patio. No material for such plantings is permitted to grow over the edge of the deck. No pots, baskets, or planters of any kind may be rested on deck railings. Any containers must be secured to deck railings by over the railing hooks or inconspicuous removal tie down straps.
4. See Appendix A for a list of approved plants and prohibited plants. If a plant is not on either one of these lists, it will be evaluated by the Board and/or Design Review Committee prior to planting if applicable.

XIII. Lighting

Minimize lighting within residential yards. Lighting has the power of being a very strong design element, as well as an element that can provide direction. It is intended to add another level of beauty and integrity to the landscape. State of the art lighting equipment utilize glare shields and low wattage bulbs that conceal the source of the light and eliminate glare. Emphasize down lighting as opposed to up lighting. Down lighting has less impact on the night sky as light is cast downward rather than spilling into the nighttime sky. In general, landscape lighting or low-level path lighting should serve as the primary form of exterior lighting.

Avoid excessive spill lights on buildings, garage doors, driveways, etc. Allow the landscape lights to create the effect and provide indirect ambient light for visibility.

1. All lighting should be low level and recessed to shield the source of the light.
2. Integrate exterior wall, fence or building mounted light fixtures, including spotlights and floodlights, into the architecture of the house. Design light fixture enclosures to conceal the fixture and direct the light downward
3. Shrubs shall be used to conceal landscape lighting fixtures and equipment.
4. All fixtures must be incandescent or halogen lamps less than 60 watts. Colored lamps are not allowed. Excessive lighting is discouraged. However, where accent or access lighting is desired, low voltage lighting is preferred because of its ability to produce dramatic lighting effects using extremely low wattage lamps. Lighting design should consider the use of down lights over up lights to lessen the impact to the nighttime sky. Use lighting in moderation as needed to produce reasonable and safe visibility for access or accent. Light shall not be directed off of homeowner's own property.

XIV. Patios, Courtyards and Decks

Town, Carriage, Fairview, and Meadow Homes – Pressure treated wood or composite deck material may be used for the decking. White hand rail/top rail with either white or black spindles shall be used.

Estates, Classic, and Village Homes – composite deck materials shall be used for the decking. Railings may be vinyl, metal or approved composite material. Railing color shall be white or blend with the home's architecture.

Decks – All structural beams and posts, band boards, stair stringers, risers, and treads to have pressure treated materials concealed with either decking board material, white vinyl, or PVC material to be painted white or a color matching the home's siding. No exposed wood is permitted.

Patios – Do not alter storm water intent by discharge of roof leaders or altering grading intent on the property. Excess spoils from excavation of patio area to be removed and disposed of properly.

The storage of personal items on decks, patios, porches, etc. is limited to deck furniture, barbecues, and plants. Any other items, including children's play equipment, must be stored inside the owner's unit when not in use. Patio, deck, and porch furniture shall be well maintained and compliment the home colors. No plastic furniture shall be permitted on the front porch.

Patios, courtyards, and decks should be designed as an integral part of the architecture of the home so they can be shaded and protected from the sun by the walls of the home. Excess spoils from excavation shall be properly removed.

Decks and patio sizes will be approved by the Board on a case by case basis.

XV. Pets

Owners may not have more than (3) pets.

Owners may not have, breed, house, or walk any vicious or venomous animals, livestock, reptiles, pets, fowl or poultry of any kind anywhere on the Property.

Pets on the Common Area, Common Facilities, Limited Common, Limited Controlled, Controlled Facilities or Club Easement Area must be leashed at all times. The leash must be held at all times by a person capable of controlling the pet. To include yet not limited to Carriage and Townhouses. Where your home has a fenced in the rear yard, or electrical pet fence, your pet may be unleashed but must not be left unsupervised.

No pets of any kind may be permitted to defecate on the Common Area, Common Facilities, Limited Common, Limited Controlled, Controlled Facilities, or Club Easement Area without the waste products being promptly picked up and removed.

XVI. Parking

Owners must always follow all posted traffic signs including stop signs, parking signs and posted speed limit signs. Vehicles may not be parked on both sides of the street as it makes the road nearly impassible for emergency vehicles.

Owners may not park more than one (1) vehicle per unit on a limited controlled facility (overflow parking and roads) overnight.

No unlicensed motor vehicle of any type, and no vehicle with expired inspection stickers, or any unregistered or uninspected vehicle, shall be parked or left on the Common Area, Common Facilities, or driveways.

No motor vehicles, trailers of any kind, mobile homes, motor homes, campers, busses of any kind, boats, or water craft of any kind, may be parked anywhere on the Common Area, Common Facilities, Controlled Facilities, or any Lot or used either temporarily or permanently as a residence or place to sleep.

No trailers of any kind, including any water craft, Ski-Doos, mobile homes, motor homes, campers, or busses of any kind shall be parked overnight, stored, or left unattended, anywhere on the Common Area, Common Facilities or Controlled Facilities. No boat trailers, boats, recreational vehicles of any kind, or vehicles more than twenty (20) feet long shall be parked overnight, or stored or left unattended, anywhere on the Common Area, Common Facilities or Controlled Facilities without the prior written architectural approval.

No unlicensed motorcycles, trail-bikes, minibikes, Ski-Doos, snowmobiles, dune buggies, or any other unlicensed motorized recreational vehicles of any type may be operated on the Common Area, Common Facilities, Controlled Facilities, or Club Easement Area.

No vehicle of any type which makes broadcasts, emits any noise, or emits a foul odor may be used, maintained, kept, or operated by any Owner or Occupant on the Common Area, Common Facilities, or Controlled Facilities.

Except for commercial vehicles operated by the Declarant, or the Declarant's agents, servants, employees or contractors, Association agents, servants, employees or contractors engaged in

operating vehicles being used to maintain the Property, or persons engaged in making deliveries or pickups on the Property, no commercial vehicles of any type, no vehicles which have a load bearing capacity, as stated by the manufacturer, in excess of 1,500 pounds, no vehicles which are more than twenty (20) feet long, and no unlicensed or unregistered motor vehicles of any type, shall be permitted to remain overnight on the Property.

No vehicle shall be parked on the Common Area, Common Facilities, or Controlled Facilities in such a manner as to impede or prevent ready access to any entrance to any Unit, nor to the parking areas, sidewalks, driveways and/or roadways within any Unit.

No vehicle may be parked on the Common Area, Common Facilities, or Controlled Facilities which does not fit entirely within one parking space.

No vehicle which is in disrepair, leaking any fluid, fuel, lubricant, coolant, refrigerant, or oil may be operated or parked on the Common Area or Common Facilities.

XVII. Pools

Pools will be allowed on the Estate and Classic homes only. Consideration should be given in designing pool and spa areas to provide privacy for the owner and neighbors.

1. Pools and spas should be located within the rear yard only.
2. Spas may be above ground, provided they are hard shelled. They must be installed on a patio or deck and must have locking cover in place and locked when not in use.
3. All swimming pools/spas shall be of the in-ground type, except that above ground spas may be permitted if the spa will be adequately screened from street view and the view of neighboring property, including lots and Common Area.
4. All swimming pools and pool/spas shall be enclosed as required by applicable law.
5. Portable kiddy pools are permitted for use in rear yards only, but must be deflated and stored indoors after daily use. Residents are responsible for any damage to the turf area where said kiddy pool is located. Immediate repair and restoration of said turf will be expected.

XVIII. Prohibited Structures

The following structures shall be prohibited in Applecross Country Club:

- Storage buildings or sheds
- Clothes lines or clothes poles
- Detached garages
- Tents of a permanent nature

- Plastic play sets may be used, but must be stored in garage every night, unless approved by the Board and/or Design Committee, if applicable
- Gazebos
- Trellises
- Lawn ornaments larger than twelve (12) inches, unless approved by the Board and/or Design Committee, if applicable.
- Fountains
- Trampolines

XIX. Screened Porches

Screened in structures shall be permitted on the Classic, Estate, Fairview, Meadow, and Village lots only. Structures must be contiguous with the rear of the home.

XX. Security, Screen and Storm Doors

Decorative styles are approvable; however, no animal, plant or character depictions allowed. Doorframes must complement the color of the home. Screen fabric must be dark brown or black. Full-view white doors are permitted. Approval must be secured by the Board and/or Design Committee.

XXI. Privacy Fences/Screens

Privacy fences (or privacy screens) are permitted for the purpose of separating adjacent decks or patios.

1. HEIGHT. Privacy fences/screens may not exceed 6 feet in height. Maximum height of a privacy fence shall be measured from the finished ground elevation or finished deck flooring level to the highest point of the submitted fence.
2. LENGTH. The total length of a privacy fence/screen may not exceed 15 feet in length and may not extend past the outer boundary of the patio or deck.
3. MATERIALS. Composite materials, wrought iron, vinyl or vinyl-wrapped pressure treated wood are permitted construction materials. Chain link or vinyl-wrapped chain link is not permitted.
4. DESIGN. Privacy fences/screens must be built with methods and materials that harmonize with external designs of the residence and should be white in color.
5. NEIGHBOR APPROVAL. Privacy fences/screens may not unreasonably obstruct the adjacent unit owner's view of community-owned property. For all privacy fences/screens, the applicant must request a signed and dated letter from the owner of the

adjacent unit acknowledging consent. Where possible, such letters shall be obtained prior to and enclosed with the submittal of a review request to the Board or appropriate Committee. Letters from adjacent unit owners, regardless of content, will not supersede the final decision of the Board or appropriate Committee.

Privacy fences intended to create full separation between adjacent properties are not permitted. Refer to Walls and Fences for approved fence design specifications for your home model.

For regulations on privacy fences/screens for in-ground spas, water features or air conditioning units, refer to Ancillary Equipment.

XXII. Blinds and Window Treatments

Window Coverings (Blinds and the back of curtains) that are white, off white or natural solid wood colors shall be permitted; however all other window covering colors shall be submitted for Architectural review.

XXIII. Signage

Signs are discouraged within the community unless otherwise approved.

One "security" sign may be installed in the front yard of a residence. The sign must be no greater than 100 square inches, no higher than eighteen inches tall and placed no more than two (2') feet from the foundation of residence.

No other service signs are permitted.

No signs may be placed in any common areas.

Political signs are also approvable granted the following requirements are followed:

1. Owner MUST submit a request form for review and receive Board approval prior to displaying any signs on their property.
2. There cannot be any more than 3% of total number of homes displaying political signs at any given time per candidate.
3. Only one sign per unit.
4. An approvable sign cannot exceed 18" x 24" (or 432 sq inches).
5. Approved signs are permitted only 7 days calendar days before any election (primary or general).
6. Signage MUST be removed the day after the election date (primary or general).
7. See review and approval section B for submittal procedure.

XXIV. Satellite Dishes

Any owner wishing to install a satellite dish must complete a Request for Architectural Change form and submit it to the HOA. The HOA maintains the right to perform a post-installation inspection to ensure compliance.

Permitted satellite dishes may be installed only on an applicant's property. Satellite dishes may be not installed upon a common area or on any other property.

Satellite dishes must be the smallest diameter size possible and shall not exceed 1 meter (39.37") in diameter or diagonal dimension

To the maximum extent possible, ground-level satellite dishes shall be screened from view from the street, golf course and other lots using landscaping or fencing of a reasonable cost.

The recommended locations for installing a satellite dish on a homeowner's property, in order of preference, are as follows:

- Rear roof of the dwelling, at a height not visible from the front of the house
- Rear of the dwelling, ground level*
- Side of the dwelling, ground level* (detached homes and end-units only)
- Exterior wall mount, rear of house
- Exterior wall mount, side of house (detached homes and end-units only)
- Elevated ground installation* (i.e. pole or platform), rear of house

** installed at the lowest possible height necessary for the reception of an acceptable quality signal.*

Satellite dishes may not be installed on the ground in the front yard where they may be easily viewed by other homeowners unless the owner can document that the signal reception is unacceptable in the described preferred installation locations.

All exposed cables and wires must be concealed and made as unobtrusive as possible

Satellite dishes must be properly installed in accordance with all applicable state and country regulations and the manufacturer's instructions.

Satellite bases/stands/poles and installation infrastructure must be of a color, material and design that is compatible with the exterior of the home and surroundings, provided it will not interfere with reception or impose unreasonable cost. Any infrastructure installed to secure a satellite dish to a roof or the ground must be of sufficient strength and quality to support the satellite dish and not create a safety risk. It is recommended that all satellite dishes be professionally installed.

XXV. Snow Removal - Home Product Types and Responsibilities

Fairviews, Meadows, and Towns – Association is responsible for all sidewalks that are not contained within a unit's property lines. Unit Owner is responsible for driveways, sidewalks (immediately in front of home and on corner units also including along the sides of the unit property), and lead walks (from driveway to front door of home).

Carriages – Association is responsible for all sidewalks, unit driveways, and unit lead walks (from driveway to front door of home). Unit Owner has no responsibility for snow removal services.

Estates – Association has no responsibility for snow removal services. Unit Owner is responsible for all driveways, sidewalks, and lead walks (from driveway to front door of home).

Classics – Association has no responsibility for snow removal services. Unit Owner is responsible for driveways, sidewalks (immediately in front of home and on corner units also including along the side of the unit property), and lead walks (from driveway to front door of home).

XXVI. Permanent Swing Sets/Play Equipment

Permanent Swing Sets/Play Equipment will be permitted on the Classic, Estate, Village lots only. Wooden play sets shall be maintained with a natural non-colored wood preservative. No sets or any portion of the set shall be approved that is greater than 11 feet in height. Canopies are to be solid, earth-tone colors. Specifications should be submitted for approval. Portable play sets, plastic play sets, etc. must be stored inside the unit each evening, unless otherwise approved by the Board or Design Committee, if applicable. Toddler play houses/gyms and bulky sports equipment are temporarily permitted on a unit owner's lot. All recreational equipment must be stored overnight inside the unit owner's unit unless otherwise approved by the Board.

XXVII. Trash and Recycling Containers

No garbage or trash shall be stored in a yard except in covered containers. Trash and recycling containers may not be stored in the front yard of any home. Trash containers should be stored in the garages or shielded from view. Trash/recycling containers may be placed at the curb for pick up no earlier than the evening prior to collection and must be removed no later than the evening of collection.

XXVIII. Violations/Fines and Penalties

1. Violations must be reported in writing to the Board of Directors via the management office. The letter should state in detail the alleged violation and the address of the alleged violator. The time and date of the alleged violation must be included.
2. See attached violation/fining structure.

XXIX. Walls and Fences

1. No alterations, changes, or additions shall be allowed to walls and/or fences constructed by the Builder or adjacent lot.
2. Unless installed by Builder, no courtyard wall (wall attached to home) shall be greater than thirty (30") inches above finished grade elevation nor be constructed in the front yard of any lot closer than twenty feet to the front yard property line.
3. Decorative walls (free-standing walls) shall not exceed thirty (30") inches in height and must be setback a minimum of ten (10') feet from the edge of the sidewalk or, if no sidewalk is located on the lot, a minimum of fifteen (15') feet from the back of the curb. Height is measured from finished grade along the exterior side (street side) of the enclosure.
4. Aluminum fencing or vinyl fencing must match existing fence both in style and color used by the Builder or Declarant in the neighborhood in which such lot is located, however, no post and rail type of fencing is permitted.
5. Classic and Estate home lots – Material may be aluminum or vinyl and height of fence may not exceed 48" on the sides of the lot and must be 48" at the rear of the lot. Rear fence lines must match up to neighboring fences. Fences may not extend past the rear most wall line of the home (i.e. may not extend from the rear wall of the home forward towards the front of the home). The fifteen (15') foot set back restriction on certain homes as more specifically stated in the Declaration and plans shall remain in effect.
6. If a wall is to be built on a common property line, letters from neighboring homeowners must be obtained stating their agreement to the construction or modification of the wall. Such letters shall be obtained prior to and enclosed with the submittal of a review request to the Board or appropriate Committee for an owner-constructed wall or any addition or alteration to Declarant-constructed wall located on common property lines.
7. No chain link or similar material shall be used as fence material on lots in Applecross. The Builder or Declarant may utilize any temporary fencing material it deems necessary to protect its construction sites and maintenance yards.
8. Variances in fence height may be granted by the Committee for walls adjacent to public rights of way.
9. Unless otherwise specified, maximum height of walls shall be measured from the finished ground elevation on the highest side of the submitted wall.
10. Cut or fill slopes along the exterior of the wall shall be smooth and taper gradually to match existing grades.
11. Retaining walls may be used as an accent to create raised planting beds. They shall not exceed thirty (30") inches tall. The material used shall be decorative in nature, and shall utilize deep, muted tones chosen to blend with colors found in nature, or shall blend with the architecture. Retaining walls, which are partially below the finished grade or walls used as planters, shall be properly moisture-proofed to avoid unsightly water staining.
12. Privacy fencing: specifications are on file with the Management Company.

XXX. APPLICATION AND APPROVAL REQUIREMENTS

A. General

Pursuant to the Declaration, any owner wishing to:

- construct any improvements to their unit
- modify or add to existing improvements (including painting),
- install a pool, spa, or other water feature
- construct or install walls, fences, or hard, permanent materials such as paving, brick, masonry, wood trim, concrete, rocks, flagstone, outdoor barbecues, fireplaces, or other inert material ("hardscape"),
- landscape (including original landscape unless provided by the Builder),
- alter grading or drainage
- place any object on his or her lot
- sunscreens

is required to submit an application and such other materials as set forth in Section C hereof (a "Review Request") to the Management Company. These requests shall be reviewed by the Board of Directors for approvals. The commencement of any construction or alteration shall not be permitted until written approval is received by the homeowner. There are no exemptions or automatic approvals, with the exception that a submittal of an application and plans for repainting of a structure in its existing color is not required, if such existing color was previously approved by the Board.

It shall be the responsibility of all owners to comply with all standards and procedures within these Rules and Design Guidelines, as well as all requirements of the Declaration and any applicable Amendments. Article XXII of the Declaration should be reviewed for general use restrictions.

The board shall review plans and specifications, and the Board shall enforce these Rules and Design Guidelines and may promulgate additional design standards and review procedures. The Board has exclusive jurisdiction over original construction, initial landscape installation, modifications, additions, and alterations made to lots, to structures and landscaping on lots. After a lot and its structures have been completed according to the approved plans, the Board must review all proposed changes to the exterior of the structure and the lot.

B. Submittal Procedures

The following procedures shall apply to owners when submitting Review Requests to the Management Company/Board.

1. An application (sample form attached) requesting review by Board is required for all Review Requests. The application shall include the following information:
 - a) Owners name, mailing address and telephone number.
 - b) The neighborhood and street address of the lot.

- c) The nature of the request. Such request shall be limited to:
 - i. Review and approval of final plans (initial submission)
 - ii. Appeal of any denied Review Request or any notation of a “conditionally approved” Review Request
 - iii. Review and consideration of exceptions to or deviations from the Design Guidelines
 - d) A brief description of the proposed construction or modification
 - e) Planned completion date for the construction or modification proposed in the Review Request.
 - f) An acknowledgment that the owner is responsible for scheduling all work in a timely manner and for complying with any approval issued by the appropriate committee.
 - g) The name, address, email address, and telephone numbers of owner’s agent, or representative or subcontractor (if applicable)
 - h) Insurance certificates naming the Association and the unit owner as additional insured during the project. For contractors not eligible for Worker’s Compensation coverage, notice of ineligibility is required with the certificate of insurance.
2. In addition to the application the owner shall submit plans for the proposed construction or modification as follows:
- a) For changes to or additions to the home, the owner shall submit two sets of floor plans for the site, including the as-built plan and a copy of the floor plan for the model and elevation. On such plans, owner shall draw the proposed changes or additions to the exterior elevation. If owner has a photograph of another house or a picture from a magazine that will assist the Board in its review, such photo should be submitted. The application should contain a description of the materials that the owner plans to use in such changes or additions. If the change or addition affects the roof or roofline, a roof plan should also be submitted. A building section may be requested depending on the complexity of the change or addition. The Board may require that plans be prepared by an architect or engineer depending upon the nature of the request. A fee may be charged to the applicant when professional assistance is required.
 - b) For all other improvements, changes or additions to the lot or the home, including, but not limited to, construction, installation or modification of walls and fences, ancillary equipment, signage, pools, play equipment, sunscreens, grading, drainage, and irrigation systems, the owner shall submit a site plan drawn to scale showing the location, height, and dimension of the proposed improvement, change, or addition, the property line of the lot, the setback requirements, and easements, the footprint of the home and driveway, sidewalks, decks, patio, walls and existing landscaping. The owner shall also submit a detailed description of the proposed improvement, change or addition,

construction specifications, material and color samples, if appropriate and any additional information or clarification required by the Board.

3. The board may request additional information and clarification of the information given if deemed appropriate by the committee. For example, the committee may request that large color samples be painted on key exterior walls prior to completing a project. The panel samples can be observed by the committee at various times during the day to ensure their trueness of color under different levels of sunlight. Until all requested information is provided to the committee, the request shall be deemed incomplete.
4. All review requests should be forwarded as indicated on the instruction pages of the request packet.
5. All documents contained in the review request shall be submitted in duplicate.
6. Request for approval process of Political signs: One Request for Architectural Change form may be submitted for up to 3% of residents to include the following:
 - a) Description and picture of sign
 - b) Names and addresses of residents represented by the Request
 - c) Signatures of all residents represented by the Request

C. Review Procedures

1. The Board shall review all requests without hearing and based solely on the information contained within the review request; provided, however, that the Board or any appointed committee may at any time request additional information or review a lot for compliance with the Declaration, these Design Guidelines and any approved plans for construction or modification.
2. The Board will reference these Design Guidelines in reviewing requests. Although these Guidelines address a broad range of exterior building and site conditions, they are not intended to be all inclusive. A committee only in accordance with the Declaration may permit variances to these Design Guidelines.
3. As soon as possible following a receipt of a complete Review Request, the committee shall respond to the owner. The committee's decision shall be rendered in one of the following three forms:
 - a) "Approved" – The entire document submitted is approved in total.
 - b) "Approved with Conditions" – The document submitted is partially approved. The owner must adhere to and follow the stipulations as outlined. Resubmission is not required.
 - c) "Denied" – The entire document submitted is not approved and no work may commence.

D. Implementation of Approved Plans

1. All work must conform to approved plans. If it is determined by the board or committee, that work completed or in progress on any lot is not in compliance with these Design Guidelines or any approval issued by a committee, such committee shall notify the Board. The Board shall notify the owner in writing of such noncompliance within 30 days of inspection, specifying in reasonable detail the particulars of noncompliance and shall require the owner to remedy the same. If the owner fails to remedy such noncompliance or fails to commence and continue diligently toward achieving compliance, then such noncompliance shall be deemed to be in violation of the Declaration and these Design Guidelines.
2. If construction does not commence on a project for which plans have been approved within 180 days of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the owner to resubmit the plans to the board for reconsideration.
3. The board may impose for any approval a maximum time period for the completion of any new construction or modification. The owner may request an extension of such maximum time period not less than three days prior to the expiration of the maximum time period, which the Board may approve or disapprove, in its sole discretion. Alterations must be completed within six (6) months of final approval by the Board for said plan.
4. If construction is not completed on a project for which plans have been approved within the period set forth in the approval or within any extension approved by the appropriate committee, such approval shall be deemed withdrawn, and such incomplete construction shall be deemed to be in violation of the Declaration and these Design Guidelines.

E. Appeal of Not Approved and Conditionally Approved Decisions

Any owner shall have the right to appeal a decision of the board or committee by resubmitting the information, documents and fees set forth in the Declaration; however such appeal shall be considered only if the appellant has modified the proposed construction or modification or has new information that would, in the board's or committee's opinion, warrant reconsideration. If an owner fails to appeal a decision of the board or committee or if the board or committee after appeal again rules in a manner aggrieving the appellant, the decision of the board or committee is final. The filing of an appeal does not extend any maximum time period for the completion of any new construction or modification, including the period for completion of initial landscaping.

F. Building Permits

If the plans submitted by an owner require a building permit, it is the responsibility of the owner to obtain such permit. The approval of any committee is not a guarantee that the Township will approve such plans. If the Township requires design review to the plans, the appropriate committee or board must approve such modifications.

G. Fees

The Board may establish and charge reasonable fees for review of applications. Any fee payments shall be made at the time of request and prior to review by the Board. All fees shall be made payable to the Applecross Country Club Association, Inc. and are non-refundable in part or whole.

H. Enforcement

In the event of any violation of these Design Guidelines, the Board may take any action set forth in the By-Laws or the Declaration. The Declarant or the Board may remove or remedy the violation and/or seek injunctive relief requiring the removal or the remedying of the violation. In addition, the Declarant or the Board shall be entitled to recover the costs incurred in enforcing compliance and/or impose a fine, which fine shall not exceed 10% of the cost of achieving compliance, against the lot upon which such violation exists.

These Design Guidelines have been prepared by the Board of Directors for use at Applecross County Club.

Adopted By: _____ (Board President) Date: _____

APPENDIX A

APPROVED PLANT LIST

EVERGREEN SHRUBS – FOR SUNNY AREAS:

ACCENT SHRUBS:

Euonymus kiatschovicus ‘Manhattan’
Ilex crenata ‘Steeds’
Ilex x meserveae ‘Blue Prince’ and ‘Princess’
Taxus cuspidate ‘Capitata’
Prunus laurocerasus ‘Schipkaensis’
Rhododendron P.J.M.
Viburnum x ‘Alleghany’

Manhattan Spreading Euonymus
Steeds Japanese Holly
Blue Holly
Cap’s Yew
Skip Cherry Laurel
PJM Hybrid Rhododendron
Alleghany Viburnum

MEDIUM SHRUBS

Buxus macrophylla var koreana ‘Wintergreen’
Ilex crenata ‘Compacta’
Juniperus Sabina var tarnariscifolia
Prunus laurocerasus ‘Otto Luyken’
Taxus media ‘Densifomis’

Wintergreen Korean Boxwood
Compact Japanese Holly
Tam Juniper
Otto Luyken Cherry Laurel
Dense Yew

EVERGREEN SHRUBS – FOR SHADY AREAS:

ACCENT SHRUBS:

Euonymus katuschovicus 'Manhattan'
Ilex crenata 'Steeds'
Ilex x meserveae 'China Girl'
Pieris japonica 'Mountain Fire'
Prunus laurocerasus 'Schipkaensis'
Rhododendron catawbiense var.
Rhododendron P.J.M.
Viburnum x pragnense

Manhattan Spreading Euonymus
Steeds Japanese Holly
China Girl Blue Holly
Mountain Fire Pieris
Skip Cherry Laurel
Catawba Rhododendron
PJM Hybrid Rhododendron
Prague Viburnum

MEDIUM SHRUBS:

Azalea x 'Delaware Valley White'
Ilex crenata 'Compacta'
Ilex crenata 'Bennett'
Pieris japonica 'Mountain Fire'
Prunus laurocerasus 'Otto Luyken'
Rhododendron P.J.M.
Skimmia japonica
Taxus media 'Repandens'
Taxus media 'Densiflorus'

Delaware Valley White Azalea
Compact Japanese Holly
Bennett's Japanese Holly
Mountain Fire Pieris
Otto Luyken Cherry Laurel
PJM Hybrid Rhododendron
Japanese Skimmia
English Yew
Dense Yew

DECIDUOUS SHRUBS - FOR SUNNY AREAS

ACCENT SHRUBS:

Hydrangea syriacus 'Woodbridge'
Hydrangea paniculata 'Tardiva'
Lagerstroemia indica 'Acoma'
Prunus x cistens
Syringa x hyacinthiflora 'Pocahontas'
Viburnum p. var. tomentosum 'Shasta'

Woodbridge Rose of Sharon
Tardiva Panicle Hydrangea
Acoma Crape Myrtle
Purpleleaf Sand Cherry
Pocahontas Hybrid Lilac
Shasta Doublefile Viburnum

MEDIUM SHRUBS

Itea virginica 'Henry's Garnet'
Fothergilla gardenii 'Mt. Airy'
Spiraea x burnaldii 'Anthony Waterer'
Viburnum arlesii 'Cayuga'

Garnet Sweetspire
Mt. Airy Fothergilla
Anthony Waterer Spiraea
Korean Spice Viburnum

DECIDUOUS SHRUBS – FOR SHADY AREAS

ACCENT SHRUBS

Clethra alnifolia 'Ruby Spice'
Hydrangea quercifolia 'Snow Queen'
Ilex verticillata 'Winter Red'
Viburnum dentatum 'Autumn Jazz'

Ruby Spice Summerset
Snow Queen Hydrangea
Winterberry Holly
Autumn Jazz Viburnum

MEDIUM SHRUBS

Abelia x grandiflora 'Edward Goucher'
Fothergilla gardenia 'Mt Airy'
Hydrangea macrophylla 'Nikko Blue'
Hyperdium patalum 'Hidcote'
Itea virginica 'Henry's Garnet'

Dwarf Glossy Abelia
Mt. Airy Fothergilla
Nikko Blue Hydrangea
Goldencup St. Johnswort
Garnet Sweetspire

Notes:

1. Plant selection shall include a variety of texture and color around the homes.
2. Plant material shall be installed in a manner such that shade tolerant plant species are planted in shade conditions and sun tolerant plant species are planted in sunny conditions.
3. No one species shall consist of more than 10% overall quantity.

PROHIBITED PLANT LIST

WEEDY OR INVASIVE PLANTS:

Any Norway Maple, Bamboo, Lombardy Poplar, Forsythia, Honeysuckle shrubs, Fastigate White Pine

SUSCEPTIBLE TO DISEASE:

Red, Pin, Scarlet, or Shingle Oak

HAZARDOUS DUE TO THORNS:

Barberry, and thorn bearing Hawthorns

HAZARDOUS DUE TO WEAK BRANCHES:

Golden Raintree, any Callery Pear

OTHER:

Female Ginkgo trees (odor), English Oak and Kwanzan Cherries in narrow yards (low branches), standard Sweetgum (spiny gumballs).

**RESOLUTION OF THE BOARD OF DIRECTORS OF
APPLECROSS COUNTRY CLUB MASTER ASSOCIATION, INC.,
A PLANNED COMMUNITY
ADOPTING RULES AND REGULATIONS**

The undersigned, being the Board of Directors (the "Board") of Applecross Country Club Master Association, Inc., a Planned Community (the "Association"), hereby certifies that the following Resolution Adopting Rules and Regulations was adopted by the Board on the 26 day of February, 2014.

WHEREAS, the Applecross Country Club Master Association, Inc., a Planned Community, is governed by a Master Declaration of Covenants, Easements and Restrictions ("Declaration") filed on December 12, 2007 in the Recorder of Deeds Office in Chester County, Pennsylvania at Deed Book 7327, Page 0703 as Document Number 10734494, as amended, the By-Laws of Applecross Country Club Master Association, Inc. (the "By-Laws"), and the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101 et seq. (the "Act");

WHEREAS, pursuant to Section 5302(a)(1) of the Act, the Association has the power to adopt rules and regulations;

WHEREAS, pursuant to Section 5303(a) of the Act, the Board may act in all instances on behalf of the association;

WHEREAS, pursuant to Article XXV, Section 3 of the Declaration, "[i]f the Board determines that there has been, or is, a violation of the Governing Documents, then the Board may levy a fine against the Owner in an amount consistent with the nature and severity of the violation;"

WHEREAS, pursuant to Article XXIII, Section 2 of the Declaration, "*the Board shall have the power from time to time... to adopt, amend, withdraw, enforce and public Rules and Regulations applying the Covenants, Easements and Restrictions stated in this Declaration, as well as regarding the use, enjoyment, maintenance, repair, replacement and improvement of the property, and the administration, management and operation of the Association which are not in conflict with the governing documents...*;"

WHEREAS, the Board has determined that it is in the best interests of the Association to adopt certain rules and regulations in the form of a Fine and Enforcement Policy; and

WHEREAS, the Association hereby adopts the Fine and Enforcement Policy attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that the Association, through its Board of Directors and by their signatures below, adopts the Fine and Enforcement Policy attached hereto as Exhibit "A" (the "Policy") which shall be binding upon all Owners and their grantees, lessees, tenants, guests, occupants, successors, heirs and assigns who currently or in the future may possess

an interest in the Association and which shall supersede any previously adopted rules and regulations or policies of the Association that are inconsistent with the Policy.

The Policy shall be effective as of the date referenced above.

WITNESS this day, our hands and seals:

**BOARD OF DIRECTORS:
APPLECROSS COUNTRY CLUB
MASTER ASSOCIATION, INC.,
A PLANNED COMMUNITY**

ATTEST:



Name: PATRICK C. BRIÉN
Title: Secretary

BY:



Name: Bill Creeger
Title: President - HOA master

EXHIBIT “A”

**APPLECROSS COUNTRY CLUB MASTER ASSOCIATION, INC.,
A PLANNED COMMUNITY
FINE AND ENFORCEMENT POLICY**

A. COMPLIANCE AND BREACH.

1. In General.

Each owner, tenant and/or occupant of a Unit (hereinafter collectively referred to as the "Owner") shall be governed by and shall comply with all of the terms, covenants, conditions and restrictions of the governing documents as they may be amended from time to time, which documents shall include the Declaration, By-Laws and any rules, regulations and policies of the Association (hereinafter referred to as the "Governing Documents"). The Board of Directors of the Applecross Country Club Master Association, Inc., a Planned Community (the "Board") shall have the power to adopt, amend and enforce compliance with all terms, covenants, conditions and restrictions of the Governing Documents and such reasonable rules and regulations relating to the operation, use and occupancy of the Units and the property, including the right to prescribe, by rules and regulations, monetary or other penalties for violations of the Governing Documents.

2. Remedies for Violations.

Upon the violation of any of the terms, conditions, restrictions or covenants of the Governing Documents or of any of the policies, resolutions or rules and regulations of the Association by any Owner of a Unit (hereinafter a "violation"), the Board shall have the authority to exercise any and all remedies provided for, directly or indirectly, by the Governing Documents or as otherwise may be provided by law to enforce compliance or remedy any violation of the Governing Documents or applicable laws, including the right to issue fines or bring a suit at law or in equity or in certain circumstances, self-help measures, including entering a Unit to abate or remove any violation. The Association shall be entitled to recover the costs of such proceedings, including reasonable attorneys' fees, expenses and other costs incurred in connection therewith from any Owner or other person violating the Governing Documents or applicable laws.

B. FINES; SUSPENSION OF GOOD STANDING STATUS.

In addition to such other rights and remedies available to the Association for a violation of any of the Governing Documents or applicable laws, the Association may levy fines pursuant to the following guidelines:

1. First Violation.

For the first violation by an Owner, a notice of violation shall be mailed to the Owner advising of the violation and providing the Owner with forty-eight (48) hours from the effective date of the notice to remove, rectify or cure said violation, provided, that if the Board determines that an existing violation or condition is of a type or nature requiring immediate curing or presenting a threat to the health, safety and/or welfare of the community and/or one or more persons (or would present such a threat, if left un-remedied for said forty-eight (48) hour period), the Association shall have the right to: (i) shorten the forty-eight (48) hour cure window (provided that the notice of violation sets forth the shorter period); and/or (ii) if reasonably called for by the condition, take immediate action to remedy the condition, the costs of which shall be charged to the violating Owner. If the Association takes any action under clause (ii) above, the Association shall still be obligated to issue a notice of violation to the Owner, including a description of the remedial action taken by the Association and a description of why the Association believed such immediate action was necessary. Nothing herein shall preclude the Association from contemporaneously pursuing an action at law or in equity in order to enjoin or abate the violation if the Board determines that such course of action is appropriate. The notice is to be forwarded via hand delivery or regular mail to the address of the residential Unit within the Association and, if provided, an alternate address provided by the Owner for such notices.

2. Second and Continuing Violations.

In the event that an Owner fails, within the forty-eight (48) hour (or other) timeframe as set forth above and in the notice of violation, to remove, rectify or cure the violation(s) set forth in the notice or in the event a second violation occurs of the same type or nature within a ninety (90) day period of the prior violation, a per day or per occurrence fine of Twenty-Five Dollars (\$25.00) (as the Board deems appropriate based upon the violation) shall be assessed against the Owner until such time as the Owner has provided written notice to the Board that the violation has been removed, rectified or cured and the Board, following an inspection thereof, deems such removal, rectification or cure to have been made to the satisfaction of the Board. In the event a third or further violation occurs of the same type or nature within a ninety (90) day period of the prior violation, a per day or per occurrence fine of One Hundred Dollars (\$100.00) (as the Board deems appropriate based upon the violation) shall be assessed against the Owner until such time as the Owner has provided written notice to the Board that the violation has been removed, rectified or cured and the Board, following an inspection thereof, deems such removal, rectification or cure to have been made to the satisfaction of the Board. If the fine is not paid by the Owner within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The Association shall provide written notice in the manner set forth above to the Owner advising said Owner of the fine and its continuing nature. The second notice may be sent contemporaneously with the imposition of the fine.

3. Suspension of Good Standing Status. In addition to such other rights and remedies available to the Association, any violation of any of the Governing Documents or applicable laws by an Owner may result in the suspension of such Owner's good standing status

in accordance with the procedures set forth in the Governing Documents. Such suspension shall be effective until the violation for which the suspension was imposed shall have been cured to the satisfaction of the Board.

C. RIGHT TO BE HEARD PROCEDURE.

If an Owner desires to contest the issuance of a notice of violation or the imposition of a fine, then the Owner shall provide written notice to be addressed to and received by the Board within ten (10) days of the mailing by the Association of the first notice of violation and/or first notice of imposition of a related fine. Such written notice should request that the Board reconsider the imposition of a fine and shall provide information supporting the reconsideration for the Board's review and/or request an opportunity to be heard by the Board. Upon receipt of the Owner's written notice, the Board shall either review the contents of the notice and advise the Owner of the Board's decision or shall schedule a date for the opportunity to be heard within thirty (30) days thereafter. Written notification shall be provided to the Owner advising of the Board's decision with respect to any reconsideration or advising of the date and time to be heard. A committee empowered by the Board shall hear the matter, make findings of fact and recommend fines and/or penalties to be imposed. The committee's decision, whether based on the written request for reconsideration or on any presentation before the committee, shall be considered by the Board at the next regularly scheduled Board meeting following said hearing by the committee. The Board's decision shall be final. If the Owner fails to provide said written notice contesting the notice of violation or requesting an opportunity to be heard within the ten (10) days of either notice set forth above, then the imposition of any fines shall be final.

All notices to the Board under this Section shall be in writing, contain the name and address of the Owner, the street address and/or unit number of the residential Unit within the Association, the name and telephone number of any and all occupants and/or tenants, if any, and shall be addressed as follows:

Board of Directors
Applecross Country Club Master Association, Inc.
c/o FirstService Residential
901 South Trooper Road
Valley Forge, PA 19484

All notices to an Owner shall be sent via hand delivery or regular mail, postage prepaid, to the address of the Unit within the Association owned by the Owner and, if provided, an alternate address provided by the Owner for such notices. An Owner's request for the use of an alternate mailing address must be mailed to the Association at the above address.

D. FINES, COSTS AND LEGAL FEES.

If any fines are imposed by the Association pursuant to this policy and/or any costs and legal fees are incurred by the Association with respect to the enforcement of the Governing

Documents and/or the implementation of this policy, then all such fines, costs and legal fees shall become a lien upon the Owner's property as if the same were assessments pursuant to the Declaration. All remedies available to the Association for enforcement of payment of assessments shall also be available to the Association for the collection of fines, correcting the violation and enforcing the Governing Documents including, but not limited to, the reasonable costs and attorneys' fees for any action to enforce the same.

E. ADDITIONAL ENFORCEMENT RIGHTS.

At the Board's discretion and pursuant to the Association's Governing Documents, the Board may elect to enforce any provision of the Declaration, the By-Laws or the rules and regulations through self-help measures, entering a Unit or upon any portion of the Common Elements to abate or remove any violation, using such force as may be reasonably necessary, restricting an Owner's voting rights or restricting an Owner's use of the Common Elements. However, a Board shall not restrict an Owner's right of ingress and egress to a Unit.