

FINAL 20211027

**RULES AND REGULATIONS**

**HAWK RIDGE SECTION I**

**HOMEOWNERS ASSOCIATION**

FINAL DRAFT Jan 19, 2021

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Note: Several of the Rules and Regulations contained in this document are Harris Township Ordinances and are the sole domain of Harris Township for enforcement. It is suggested that for any perceived violations where a Harris Township Ordinance is noted, a member should contact the Harris Township zoning officer as the Hawk Ridge Board and Professional Property Manager (PPM) have no jurisdiction over Harris Township Ordinances.

### **Section A INTRODUCTION**

1. The Hawk Ridge Homeowners Association Section I (Association) will be governed by an Executive Board that is elected by the Lot Owners within Section I of Hawk Ridge in accordance with the By-Laws of the Association. The Executive Board is committed to doing their job in a democratic, uniform, reasonable and transparent manner. In addition, the Executive Board will take their fiduciary responsibilities very seriously and will prepare an annual budget with the assistance of the professional property manager that is conservative and reasonable for the services provided.
2. The Association Documents are comprised of the Declaration, Bylaws, Protective Covenants and Rules and Regulations and are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, well maintained, safe environment and high quality of life for all residents.
3. A copy of these Rules and Regulations will be given to every Lot Owner and Resident and a copy of the same is on file with the PPM for the Homeowners Association, and copies are available from the official community website or the offices of the PPM.

4. Hawk Ridge Section I is a Residential Subdivision consisting of approximately eleven (11) Residential Fee Simple Titled Lots. The residential building lots shown in Section I are situated on approximately 5.263 acres of land. There is an additional 8.93 acres of land that is intended to be incorporated in the Hawk Ridge Section II at a later date. Homes within Section I are intended to complement the architecture and the historic character of Boalsburg.
5. The development will be governed in accordance with the Pennsylvania Uniform Planned Community Act 68 Pa. C.S.A. 5101 et. seq. The Developer has put forth the following Rules and Regulations ("Regulations") that are intended to be used by the Executive Board as a template for the Regulations that will govern the community.
6. Wherever in these Regulations reference is made to "Owners," such term shall apply to the Owner and Residents of any Lot, to their family, tenants, whether or not in residence, servants, employees, contractors, agents, visitors, and to any guests, invitees, or licensees of such Owner. Wherever in the Regulations reference is made to the Association, such reference shall include the Association, its PPM, and Executive Board who are acting on behalf of the Association, as applicable.
7. All Owners and Residents shall comply with all the Regulations herein set forth governing the buildings, terraces, driveways, fences, grounds, parking areas, sidewalks, open space areas, stormwater management facilities and any other appurtenances.
8. All HOA Residents are expected to adhere to all Harris Township Ordinances. If there are violations of Harris Township Ordinances, Residents should contact Harris Township for enforcement. The HOA Executive Board does not get involved when the violations are against Township Ordinances.
9. Some Regulations are taken in whole or in part from applicable provisions in the Act, Declaration, or the Bylaws. In the event of any conflict or ambiguity, the applicable provisions of the Act, Declaration, Protective Covenants and the Bylaws shall govern in order of precedence.
10. The Executive Board representing the Association is empowered by the Act, the Declaration, the Bylaws, the Protective Covenants and these Rules and Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of the Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of the Association.
11. The Association must retain the services of a PPM to manage the affairs of the Association. PPM, Property Manager and Managing Agent are synonymous and may be used interchangeably.

**Section B**  
**GENERAL**

1. Solicitors are not permitted in the Development. If any Owner is contacted by a solicitor on the property, the Managing Agent or the Executive Board should be notified.
2. All submissions of plans for residential dwelling Lots, site plans, and landscape plans for construction, proposed grading, and tree removal must be in duplicate, and submitted to the Developer or his designated agent in accordance with the Protective Covenants.
3. Vacant Lot Assessments: Beginning with the sale of the first lot:
  - a. Any Lot sold will not pay any assessment for the first six (6) months following the sale date.
  - b. Beginning the earlier of month seven (7) the Owner shall pay 50% of the monthly assessment until a Certificate of Occupancy is issued at which time the full Association monthly assessment fee in effect at that time is due and payable.
4. Original landscaping plans must be submitted to the Developer or his assigns in accordance with the protective covenants.
5. The appearance of the Lot's and home's open space area shall conform to the development's standards of integrity and appearance. Each Owner is fully responsible for maintaining the Lot premises. If the Association and/or management has to intercede to maintain said premises upon failure of the Owner to maintain the same after notice, the Owner shall be charged for such service. The Owner is responsible for any and all actions or violation of these Rules and Regulations by contractors or subcontractors.
6. The street address sign must be in accordance with a standard design established by the Developer or his assigns. The street addresses must be marked with numbers at least four (4) inches in height and must be a color that contrasts with their backgrounds and is visible from the street.
7. The Association shall be responsible for snowplowing of driveways and public and private sidewalks in front of residential Lots. The Association will also be responsible for all lawn mowing and lawn treatment and will maintain and repair all public and private sidewalks in front of residential Lots and storm water management facilities, along with any natural areas, and Common Areas which are part of the development.
8. An Owner's post lamp next to the driveway or front entry must be constructed with each Lot and shall be controlled by a dusk to dawn photocell and is to be hardwired to the breaker panel. The pole light location must be approved by the Developer or his assigns. The LED light bulb in the post lamp should be the equivalent of at least a forty (40) watt incandescent bulb. It is each Owner's responsibility to replace said bulb when required. No in-line switches are permitted to control the post lamp. Any outside light, including landscape lighting in excess of sixty (60) watts, must be shielded so that the bulb cannot be seen from off of the premises.

9. Each Owner shall refrain from interference with natural drainage courses and swales along the roadways and along common property lines that have drainage improvements installed.
10. Except to the extent necessary for approved construction, at no time shall any Lot area be stripped of its topsoil, or be stripped of its trees, allowed to go to waste, be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it. Association and Association's contractor's machinery shall have the right to enter upon any building area or Lot for the purpose of removing trash, mowing, cutting, clearing, or pruning the Building Area of any Owner that permits the same to become unsightly or if the same detracts from the overall beauty, setting, and safety of the Properties. In the event that Association or its contractor removes trash, mows, cuts, clears, or prunes an Owner's Lot, ~~then~~ the expense of same may be recovered from the Owner.
11. All trash, garbage, and recyclables shall be stored within the garage in metal or plastic containers and containers shall be placed at the curb of the public street that fronts the property for pickup on collection day. Emptied containers must be returned to garage within twenty-four (24) hours. All trash receptacles must have a secured lid.
12. No sign of any kind shall be displayed to the public view on a vacant Lot except when the Lot is for sale at which time, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed.
13. Each Owner must provide a paved driveway to the garage for the off-street parking of vehicles outside of the garage door. Driveways shall be maintained and resurfaced as needed by the Owner(s). The garage door should be (20) twenty feet from the public sidewalk that fronts property. If no sidewalk fronts the property, then the garage doors should be (20) feet from the front property line.
14. An Owner shall be responsible for weed control on lawns and mulch beds, trimming of trees, plants, and all vegetation (other than grass), shall allow no unsightly growth to occur, and shall comply with the ordinances of Harris Township. All landscaped beds shall be covered with mulch or river stone. Any beds that are covered in mulch are expected to be evaluated annually with additional mulch added, as necessary.
15. Individual Owners will install public sidewalks as shown on the development plans.
16. No further subdivision of Lots is permitted. Lots may not be combined to form a larger Lot. The developer or his assigns reserves the right to adjust and alter property lines and lot areas with the approval of the Township.
17. Obstructions such as picnic tables, swing sets, toys, etc. are to be kept to a minimum to facilitate lawn mowing and must be moved by the Owner to allow for lawn maintenance. If the lawn service company has to move items to facilitate mowing or trimming, the Owner will be charged additional fees.
18. The Association shall be responsible for the proper maintenance and/or replacement of mailboxes.

19. Association dues are due on the first (1<sup>st</sup>) day of each month payable in advance and if not paid by the fifteenth (15<sup>th</sup>) day of the month, shall be subject to a late fee of five (5%) percent of the total fee due.
20. Fences may only be installed in back yards with the approval of the developer or his assigns. Fences may not be higher than four (4) feet and must be of a design that is in keeping with the aesthetics of the home and the neighborhood. Chain-link and wooden fences are not permitted. The fence may not enclose any common ground. Fences must have at least one six (6) ft. wide gate to allow access for the landscape crews. The Owner will pay any additional fees levied by the landscape company for maintaining the area around the fence.
21. The removal of any tree, brush, or undergrowth by an Owner from any common area is strictly prohibited without prior review by the ARC and the written consent of the Executive Board. When a request is made for the removal of any of these items, the Executive Board may require an evaluation by a landscape architect or arborist for a mitigation plan to replace anything removed.
22. Invalidation of any one of these Rules, Regulations, and Restrictions by judgment or court order shall not affect the validity of any other provisions which shall remain in full force and effect.

**Section C**  
**HOA – HOMES**

1. Architectural guidelines require that all Homes be similar in architectural design to the homes within Springfield Commons and compliment historic Boalsburg. All homes must have a front porch of at least seven (7) feet deep by ten (10) feet wide.
2. All homes will be built within the setback lines in accordance with the recorded subdivision plans. A homeowner can choose their architect and/or builder.
3. Construction can proceed once the home and site plans have been approved by the Developer or his assigns to ensure they meet the guidelines and integrity of the community.
4. No building shall be erected, altered, or placed upon any Lot, and there shall be no landscaping, grading of any Lot, or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same, along with a site plan and a landscape plan shall first have been furnished to the Developer or his assigns. This must take place at least thirty (30) days prior to construction, and the proposed plans have been approved in writing by the - Developer or his assigns. Owner further agrees that no change shall be made in the identity of the builder or in said approved plans and specifications without the written approval of the Developer or his assigns first being obtained. The - Developer or his assigns. reserves the right to approve or disapprove of any builder of a dwelling or improvement within the - Hawk Ridge Section I community.

5. The building and landscaping of any home, garage, and driveway whether new construction or renovation, must be completed within one year from the date of the start of construction, or there shall be assessed against the Owner(s) a fine, notwithstanding By-laws Article VII, Section 3, in the amount of fifty dollars (\$50.00) per day for each day extending beyond that one (1) year period during which such construction or landscaping is incomplete. Due consideration by the Developer or his assigns shall be given to delays occasioned by weather, acts of God, and other delays beyond reasonable control of contractor and Owner.
6. Minimum finished square footage of living space of each home, excluding garage, must be at least two thousand five hundred (2500) square feet.
7. All radio, television, or other electrical equipment, of any kind, installed or used in each Lot shall comply with all Rules, Regulations, requirements, or recommendations of the Developer or his assigns or the Fire Underwriters and the public authorities having jurisdiction.
8. Each Owner shall be responsible for maintaining and insuring their home.

**Section D**  
**RESTRICTIONS ON USE**

1. No part of the development shall be used for any purpose except housing and the related common purposes for which the development was designed. Each home shall be used only as a single-family residence unless previously approved for other uses by the Developer or his assigns.
2. Owners may rent their home for a period of time of at least nine (9) months. Short term rentals of less than nine (9) months is not permitted for the home or rooms in the home. All tenants are subject to the governing documents of the community, and Owners shall be responsible for providing Tenant with a copy thereof and for their conduct and adherence to the governing documents. Weekend or other short-term rental arrangements are not permitted.
3. Nothing shall be kept or stored in any of the Common Elements. No Owner should permit anything to be done or kept in their home, or on the Common Elements which will result in the cancellation of insurance on the home or contents thereof or which would be in violation of any public law, ordinance, or regulation. It is recommended that no more than a single container containing no more than one (1) gallon of gasoline, and no other explosive, volatile, or flammable material be kept in any home or storage area. No debris or waste shall be placed on the Common Elements.
4. With the exception of purposes approved in writing by the Developer or his assigns such as bird baths, bird houses, small amounts of shrubs, flower gardens, or vegetable gardens, nothing shall be visibly altered or constructed on Common Elements. Owners who receive prior written consent are responsible for the maintenance of bird houses and plantings. Owners are also responsible for any damage caused to the Common Elements.
5. No Owner shall make or permit any disturbing noises in the residence or outside of the building or permit anything that will interfere with the rights, comforts, or convenience of other Owners.

All Owners shall keep the volume of any radio, television, or musical instrument in or outside of their Lots sufficiently reduced at all times so as not to disturb other Owners. Despite such reduced volume, no Owner shall operate or permit to be operated any such sound-producing devices in a home between the hours of eleven o'clock p.m. and the following seven o'clock a.m. if such operation shall disturb or annoy neighbors. <sup>1</sup> Harris Township Ordinance 5-2

6. Home occupations and professional offices may be conducted or maintained on the premises if allowed by Harris Township provided they do not create undue client or customer traffic within the community. No signs associated with home occupations and professional offices are permitted.
7. No Owner or Resident shall cause or permit offensive or political items to be hung, displayed, or exposed on the exterior of a home or in the Common Elements whether through or upon windows, doors, exterior, or masonry of such Lots.
8. Awnings, canopies, or other materials to cover decks, porches, or porch enclosures with any material are not permitted without the permission of the Developer or his assigns.
9. Seasonal decorations shall be permitted but are expected to be removed within thirty (30) days of when the season is over. No decorations are permitted to be displayed or mounted on any ground surrounding the Lot or the adjoining Common Elements of any Lot. Exterior display lights or flood lights can only be used to highlight the front of the home but must not light anything beyond the home boundaries. Seasonal decoration lights must be turned off by 11 p.m.
10. Radio and/or television antennas or satellite dishes (less than thirty-six inches (36") in diameter) are expected to be installed in an inconspicuous place on the property and cannot extend more than eight feet (8') in height and must be approved by the Executive Board. If service of any radio, television, or satellite is cancelled, all apparatus must be removed. Under no circumstances shall air conditioning apparatus, television or radio antennae, or other items be installed by the Owner beyond the boundaries of their Lot. No clothesline may be used on any terrace, patio, or anywhere on the Common Elements. No terrace or patio shall be enclosed or covered after settlement without the prior permission of the Developer or his assigns and the consent in writing of the Executive Board.
11. Window mounted air conditioners are not permitted.
12. No external alterations or change in color or finish which are visible from outside the home shall be made to the front porch, rear patio, siding, windows, shutters, roofing, sidewalk, or driveways without the permission of the Developer or his assigns.



**Section E**  
**PET RULES**

1. No non-domestic animal may be raised, bred, or kept in any Lot or in the Common Elements. A maximum of two (2) pets may be kept in any home. Aggressive dogs are not permitted. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians, and fish) may be kept by an Owner as household pets provided that such permitted species are not kept for any commercial purposes. Owners who require special exceptions to this rule, such as for disabilities or health issues, must present that exception to the Developer or his assigns for approval.
2. A pet may be maintained in a home so long as it is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise such as excessive barking, crying, scratching, or unhygienic offensiveness.<sup>2</sup> Complaints should be registered with Harris Township or a police officer.
3. All pets must be registered and inoculated as required by law. <sup>2</sup>
4. Owners of pets are fully responsible for personal injuries and/or property damage caused by their pets under PA State Law. <sup>2</sup>
5. Owners of pets shall be obligated to exercise proper care and custody over the pet to ensure the health and the welfare of the other Residents and the pets of the community and to preserve the buildings and grounds. <sup>2</sup>
6. Owners of pets must promptly clean up their pet's droppings in all areas of the community. Pets are not allowed to be tied outside of any building. All dogs must be on a leash when walking on public ways and common open space areas. <sup>2</sup>
7. Hawk Ridge Owners, Residents, and guests shall abide by all applicable rules, regulations, ordinances, and laws regarding pets as set forth by Harris Township. The Harris Township dog ordinances are available online and at the Harris Township office.

<sup>2</sup> Harris Township Ordinance 6.1 or 6.2

**Section F**  
**PARKING AND STORAGE**

1. Vehicles may not be parked on the grass. No buses, trucks (other than pick-up trucks), trailers, boats, vans (other than small passenger vans), stretch cars, motor homes, recreational, unlicensed vehicles, or commercial vehicles shall be parked in the parking areas or in driveways at any time. In accordance with Harris Township laws, sidewalks may not be blocked by parked vehicles so as to allow pedestrians full access to the sidewalk.<sup>3</sup> All vehicles must have current license plates, be inspected, and be in operating condition. No vehicles shall be parked anywhere in the development, other than the Owner's driveway, with "For Sale" signs attached.

- 2. All Owners shall observe and abide by parking and traffic regulations as posted by municipal authorities. Vehicles parked in violation of any such regulations may be fined or towed away at the Owner’s sole risk and expense after notice of first violation and disregard thereof.
  
- 3. If any vehicle owned or operated by an Owner or any member of their family, tenants, guests, invitees, or licensees shall be illegally parked or abandoned on the community property, the Association shall be held harmless by such Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Owner(s) shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.
  
- 4. Guests must park in legal areas, and Owners should park in their garages and/or their driveways.<sup>4</sup>

<sup>3</sup> Harris Township Ordinance 7-2

<sup>4</sup> Harris Township Ordinance 8-1

Witness: \_\_\_\_\_ Developer: \_\_\_\_\_ Date: \_\_\_\_\_  
Cindy L. Woodring Thomas F. Songer II

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