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Message to Residents of Culbertson Run

The Hedgerow Homeowners Association(HHA) new board members want to thank everyone in advance for their ongoing support. We are honored to serve our community and will act in a manner that benefits all residents. As the year moves on, you may see projects being completed as the budget allows.

In order to support our community and clear up any ambiguities that may exist as to the HHA structure and functions, restrictions, and variance request for repairs and updates. It is our hope that a clear and concise reference to these subjects will assist residents moving forward.

The following text has been pulled from our Bylaws and Covenants and Restrictions (Our Governing Documents). The governing documents are a legally binding agreement that all homeowners agreed to upon purchase of the home and convey with the deed to the house. Landlords are responsible for ensuring tenants are provided a copy of these documents to tenants. An electronic copy of these documents in their entirety are available online at <https://hhaonline.com/>.

There is quite a bit of work that needs to be done in the coming year. The board would greatly appreciate volunteers for the rules committee and the architectural variance committee. Preferably we would like to have 6 homeowners on each committee, 3 for single homes and 3 for townhomes.

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Hedgerow Homeowners Association (HHA) Board

The HHA Board, having been elected by the homeowners of Culbertson Run, is the governing body of the community. Each member of the HHA performs tasks to ensure the community remains solvent and the governing documents are upheld. Any member may make a motion to vote on any resolution before the board. Each member, regardless of title, is entitled to one vote. In most cases, a simple majority is sufficient to pass a resolution.

President:

The President shall preside at all meetings of the Board, see that orders and resolutions of the Board are carried out and **sign all** notes, leases, mortgages, deeds and all other written instruments.

Vice-President:

The Vice-President shall perform all the duties of the President in his absence and such other duties as may be assigned to him by the Board.

Secretary:

The Secretary shall be ex officio the secretary of the Board of Directors. He shall record the votes and keep the minutes of all proceedings of the Board and membership meetings in a book to be kept for the purpose; issue and sign all certificates of membership; keep the records of the association; keep a membership book containing the name and address of each Member and record therein the fact and date of each termination of membership and the name and address of each new Member, keep the corporate seal of the Association and affix it on all documents requiring said seal; give notice of meetings of the Board and of the Members; and perform such other duties as may be assigned to him by the Board.

Treasurer:

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by resolution of the Board; sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice-President; keep proper books of account and cause an annual audit of the Association books to be made by a public accountant at the completion of each Fiscal Year; prepare an annual budget and an annual statement of income and expenses; and present the said budget and statement to the Members at the annual meeting and send a copy thereof to each Member. The Board may hire the Treasurer as an employer and cause a salary to be paid to the Treasurer by the Association.

Member at Large:

Duties as assigned by the board of directors.

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Townhouse Restrictions Overview

January 1975

1. No person, except Hedgerow and the Association, may build, plant or maintain any improvement, device, sign or other thing upon, over or under the Common Areas, place trash, garbage or excess materials of any kind on the Common Areas, or burn, chop, deface, damage or cut anything on, over or under the Common Areas.
2. Hedgerow or the Association shall have the right to remove anything placed on the Common Areas in violation of these Restrictions at the expense of the person or persons who caused such placing. If such person or persons cannot be ascertained or the expenses cannot be collected, the Association may assess the expenses against the owners of the Lots pursuant to the Declaration.
3. No Unit shall be used for other than single-family residence purposes.
4. No addition to or exterior or structural change in any Unit may be made. No tent, trailer, shed, dog house or other outbuilding may be erected on the Lot.
5. No trucks or commercial vehicles shall be parked or stored on any part of Phase I, except by Hedgerow or the Association or persons authorized by Hedgerow or the Association to park or store the same and except for trucks parked temporarily while making deliveries.
6. No animals, except dogs and cats and similar household pets, shall be permitted on Phase I. Prohibited animals shall include, without being limited to, horses, cattle, swine, goats, poultry and fowl.
7. No clotheslines or clothespoles for drying wash shall be permitted out of doors on Phase I.
8. No sign or other advertising shall be displayed on Phase I, except for a "For Sale" or "For Rent" sign which is approved in writing by Hedgerow or the Association.
9. No weeds, underbrush or other unsightly growths shall be permitted on any lot. The roof, walls, exterior, doors, windows roof, shutters and all other parts of each Unit on or outside the exterior walls of the Unit shall be kept and maintained in good order, condition and repair. No change may be made in the color, material, shape, size or any other aspect of the exterior of any Unit or any part thereof. If the owner of any Lot violates this Restriction, Hedgerow or the Association shall have the right to enter the Lot at any time and perform the necessary maintenance and repair; and the owner or

owners of that Lot shall pay to Hedgerow or the Association, immediately upon demand, the cost of such maintenance and repair. The amount of such cost may be assessed by Hedgerow or the Association on that Lot and shall be a lien thereon.

10. No fence or wall may be erected on any Lot without the prior written consent of Hedgerow or the Association.
11. Hedgerow and the Association and any subsequent owner of the Common Areas shall have the right, whenever any improvement or structure on a Lot violates any Restriction, to enter the Lot and summarily correct the violation or abate or remove the same at the expense of the Lot owner; and any such entry correction, abatement or removal shall not be deemed a trespass.
12. Any failure to enforce any Restriction, delay in enforcement, waiver of a Restriction or custom shall not prevent any enforcement of these Restrictions or modify them in any way. Any failure to enforce any Restriction against a Lot owner shall not prevent enforcement of that Restriction against any other Lot owner.
13. No part of the Common Areas shall be used for any purpose except for the purpose designated by Hedgerow or the Association.
14. No bicycles, scooters, carriages or other vehicles or other personal articles shall be permitted to stand unattended in any part of the Common Areas.
15. No person shall make or permit any noises, soot, odors or vibrations that may unreasonably disturb or annoy an occupant of any other Unit or a user of any part of the Common Areas, or do or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of such other persons.
16. No dirt or other substance shall be swept, dropped, shaken or thrown from any Unit or the doors or windows thereof.
17. Vehicles shall be parked only in areas provided for that purpose; and all persons will obey any and all traffic regulations promulgated by Hedgerow or the Association.
18. No repair or dead storage of vehicles, boats or equipment shall be permitted on Phase I.
19. No flammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naptha or benzine, or explosives, fireworks or articles deemed extra-hazardous to life, limb or property shall be permitted in Phase I or the Common Areas.
20. No work shall be performed by a contractor or workman in any Unit, except for emergency repairs, between the hours of 6:00 P.M. and 8:00 A.M., or on Saturdays, Sundays or legal holidays.

21. Each owner of a lot shall be responsible for and shall indemnify Hedgerow and the Association for any damage to any part of the Common Areas caused by that owner or other occupants of his Lot or his or their family members, guests or invitees

22. Any consent given by Hedgerow or the Association pursuant to these Restrictions shall be revocable at any time.

23. All the persons bound by the Restrictions shall also be bound by any amendments or supplements to this Declaration and any rules and regulations promulgated by Hedgerow or the Association. Neither Hedgerow nor the Association shall be bound by any of the Restrictions. The terms "Hedgerow" and "Association", as used in this Declaration, shall include those parties and their respective successors and assigns.

24. Hedgerow and the Association may encumber any or all other parts of the Property with the Restrictions and may extend the benefit of the Restrictions to any or all other parts of the Property.

Parking October 1976: Parking Rights. No Owner or other Person shall have any exclusive right to use any parking space, but the use of the parking areas located in Wyndham Court and Hastings Court are for the exclusive use of Owners of the Townhouse Units located therein. The cost of the maintenance of, the liability insurance on and all real estate taxes on the parking areas in Wyndham Court and Hastings Court shall be uniformly allocated to the Townhouse Unit Owners. The Association shall have the authority, at its own discretion, to assign one parking space per Townhouse Unit.

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Single Home Restrictions Overview

April 1977

1. No person, except Hedgerow and the Association, may build, plan or maintain any improvement, device, sign or other thing upon, over or under the Common Areas, place trash, garbage or excess materials of any kind on the Common Areas, or burn, chop, deface, damage or cut anything on, over or under the Common Areas.
2. Hedgerow or the Association shall have the right to remove anything placed on the Common Areas in violation of these Restrictions at the expense of the person or persons who caused such placing. If such person or persons cannot be ascertained or the expenses cannot be collected, the Association may assess the expenses against the owners of the Lots pursuant to the Declaration.
3. No Unit shall be used for other than single-family residence purpose.
4. No trucks or commercial vehicles shall be parked or stored on any part of the Single Family Dwelling Area, except by Hedgerow or the Association or persons authorized by

Hedgerow or the Association to park or store the same and except for trucks parked temporarily while making deliveries.

5. No weeds, underbrush or other unsightly growths shall be permitted on any Lot. The roof, exterior walls, doors, windows, yards, shrubbery and all other parts of each Unit on or outside of the exterior walls of the Unit shall be kept and maintained in good order, condition and repair.
6. No fence or wall may be erected on any Lot without the prior written consent of the Architectural Control Committee established in the Amended Hedgerow Declaration dated , 1976 (the "Declaration").
7. Hedgerow and the Association and any subsequent owner of the Common Areas shall have the right, whenever any improvement or structure on a Lot violates any Restriction, to enter the Lot and summarily correct the violation or abate or remove the same at the expense of the Lot owner; and any such entry, correction, abatement or removal shall not be deemed a trespass.
8. No part of the Common Areas shall be used for any purpose except for the purpose designated by Hedgerow or the Association.
9. No bicycles, scooters, carriages or other vehicles or toys or other personal articles shall be permitted to stand unattended in any part of the Common Areas.
10. No Lots shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible and shall be deposited at the curb lines of each Lot only on the days scheduled for removal.
11. Vehicles shall be parked only in areas provided for that purpose; and all persons will obey any and all traffic regulations promulgated by Hedgerow or the Association. There shall be no on-street parking.
12. Each owner of a Lot shall be responsible for and shall indemnify Hedgerow and the Association for any damage to any part of the Common Areas caused by that owner or other occupants of his Lot or his or their family members, guests or invitees.
13. Any consent given by Hedgerow, the Architectural Control Committee established by the Declaration or the Association pursuant to these Restrictions shall be revocable at any time.
14. All persons bound by the Restrictions shall also be bound by any amendments or supplements to this Declaration of Restrictions and any rules and regulations promulgated by Hedgerow or the Association. Neither Hedgerow nor the Association

shall be bound by any of the Restrictions. The terms "Hedgerow" and "Association", as used in this Declaration, shall include those parties and their Respective successors and assigns.

15. Hedgerow and the Association may encumber any or all other parts of the Property with the Restrictions and may extend the benefit of the Restrictions to any or all other parts of the Property, but nothing herein contained shall require Hedgerow or the Association to so extend.
16. Any failure to enforce any Restriction, delay in enforcement, waiver of a Restriction or custom shall not prevent any enforcement of these Restrictions or modify them in any way. Any failure to enforce any Restriction against a Lot owner shall not prevent enforcement of that Restriction against any other Lot owner.

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RULE AND REGULATION NO. 2

REGARDING GENERAL USE RESTRICTIONS

December 1989 Clarifications and Additions

1. Each owner/occupant of a dwelling shall place all refuse in a securely tied heavy duty plastic bag. Single family homeowners/occupants shall place the bags at the curb no earlier than the night before collection. Townhouse owners/occupants shall place the bags in the dumpsters and close the lid. Open trash bags, grocery bags or open top boxes will not be permitted.
2. Dumpsters are for Townhouse resident trash ONLY.
3. No personal property, bicycles, toys, tires, garden equipment, etc. shall be left on the Common Areas, or in the front yard of each Lot.
4. No owner/occupant may store anything in or on the Common Ground or Common Facility without the prior written consent of the Board of Directors.
5. No portion of the dwelling or Common Areas shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste.
6. No owner/occupant shall leave any vehicle not registered or operating on Common Areas.
7. Dogs must be leashed at all times. Owner is responsible to pick up any solid waste left by

the dog. This provision incorporates in its entirety 3 Pa. C.S.A. §461 et seq. ("Dog Law of 1921").

8. Tennis Courts and Swimming Pool are for use by residents only. Guests must be accompanied by a homeowner/occupant.
9. No boating is permitted on the pond.
10. No swimming is permitted in the pond or adjacent stream.
11. Ice skating and sledding is permissible at skaters own risk.
12. Ice hockey shall be limited to lower end of pond. If casual skaters outnumber hockey players, hockey players will leave the pond.
13. Common access areas to the pond and other recreational facilities shall be used at all times and no passage over private property shall be tolerated, except when permission is granted by owners.
14. Owner/occupant may register for private use of the Clubhouse and must be present at the function. Owner/occupant will be required to sign a form acknowledging responsibility for clean-up and damages prior to using the facilities. A deposit of \$50.00 is required.
15. No additions or modifications are permitted on the exterior of any dwelling without prior written consent of the Board of Directors.
16. Each dwelling shall be used for residential purposes only. Owner/occupant must comply with Township Zoning Ordinances.
17. No dwelling shall be used so as to create a nuisance or unreasonable interference with the peaceful possession or proper use of any other dwelling.
18. Each dwelling shall be maintained by the owner/occupant in a safe, clean and sanitary condition.
19. Any complaints shall be made in writing to the Board of Directors.
20. Violation of these Rules and Regulations may result in a fine or legal action or both as deemed appropriate by the Board of Directors.

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FOR ARCHITECTURAL CONTROL*

Single Homes

(* THESE GUIDELINES HAVE BEEN PREPARED IN CONFORMITY WITH ARTICLE VII OF THE AMENDED HEDGEROW DECLARATION.)

IN GENERAL:

OUT-BUILDINGS AND ADDITIONS, SHEDS, OTHER ROOFED STRUCTURES AND ENCLOSURES

It should be no closer than 10 feet from any property line (single homes only) and, in no case, on common ground (single homes and townhouses)

- *Construction should conform to any and all building codes and existing zoning regulations.*
- *Construction should meet with prior approval, if required, of the East Brandywine Township Building Inspector.*
- *Construction should be permanent, sturdy and professional looking.*

COLOR:

Color should blend with the color scheme of the surrounding location. Colors which will generally be accepted are those which match that of the homeowner's residence or contrasts in a pleasing way with his residence.

FENCING:

Material: Wood or simulated wood which is aesthetically pleasing and consistent with the general architecture of the development.

Height: Maximum height of 4 feet.

Style: Most styles which are consistent with the general architecture of the development are acceptable. Those styles which will be specifically prohibited include, but are not limited to:

- cyclone
- chicken wire
- barbed wire
- turkey wire
- other wire or wire-mesh styles

Quality of Construction: Construction should meet with the approval of the East Brandywine Township Building Inspector. Construction should be relatively permanent, sturdy and professional looking.

Color: Natural or any other color which blends with the color scheme of the surrounding location.

Location: Fencing can be placed anywhere on the homeowner's property including the property line but, in no case, within 10 feet from the home on an adjoining lot. Fencing will not be permitted to block access to common ground or to be placed on common ground.

DRIVEWAYS, PAVED SURFACES,

WALKWAYS AND PATIOS

Improvements of this type should be constructed to withstand the weight of the objects they will be supporting. They should also be made to withstand climate conditions in this area.

Construction should conform to the specifications of the East Brandywine Township Building Inspector.

Concrete or blacktop driveways are permissible. The entire driveway, however, must be constructed of similar material.

Driveways may abutt the property line.

Walkways and patios may be constructed of brick, patio block, concrete, flagstone and stone chips. Other materials which are aesthetically pleasing will also be considered.

DECKS

Decks must be constructed completely of wood. No metal decking or supports will be approved. Free-standing decks will not be permitted. They must be attached to residences.

All decks must conform to the requirements of the East Brandywine Township Building Inspector.

Any natural or other color which blends with the scheme of the surrounding location is permissible. Only wood stains can be used. Solid color paints are not permissible.

No deck, raised or not, will be permitted to extend onto common ground. A deck, in all cases, must be at least 10 feet from the property line at its farthest extension and 30 feet from an adjoining residence at its farthest extension.

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