

# **RAINTREE COMMUNITY ASSOCIATION**

RULES AND REGULATIONS

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#### RAINTREE COMMUNITY ASSOCIATION

#### **RULES AND REGULATIONS**

#### **INTRODUCTION**

As provided for in the Raintree Community Association (hereinafter referred to as the "Association") By-Laws, the Executive Board of Directors (hereinafter referred to as the "Board") has the authority to promulgate Rules and Regulations for the purpose of supplementing or elaborating on the provisions contained in the By-Laws or the Declaration.

The provisions in this document set forth in more detail the specific use and enjoyment of the Raintree Community Association Property.

#### **MONTHLY ASSESSMENTS/OWNERS IN GOOD STANDING**

- 1 Monthly assessment fees are due on the first day of each month. The fifteen (15) day grace period is for the sole purpose of postal delays. Late charges will be automatically imposed for any fee that is fifteen (15) days or more overdue.
- Regular monthly assessment fees, for budgeted common expenses, will remain constant throughout the year. However, (from the Declaration): the Board has the power, at any time "and from time to time" as it deems necessary and proper, to levy one or more special assessments against each Unit Owner. Fees will not be withheld in part or total to register discontent with either performance or service. Procedures are in place and should be used to satisfy grievances.
- It is anticipated that Residents will comply with all Rules and Regulations. In the event of a non-compliance, the Enforcement Policy will be invoked by the Board. It is the obligation of all Unit Owners, Tenants, and Landlords to be in possession of the Association documents, including the Rules and Regulations, and to be knowledgeable about their content. These Rules and Regulations may be modified, added to, or repealed at any time by the Board or the Association as provided by the Declaration.
  - Unit Owners in good standing are guaranteed all rights and privileges as stated in the Association documents. These rights and privileges include, but are not limited to, eligibility to vote as stipulated, ability to seek redress of grievances when relevant, use of all facilities as documented in the Rules and Regulations, and ability to apply for any construction, enhancement, or replacement when such application follows approved guidelines of the Association.

The phrase Unit "Owners in good standing" is defined as any Unit Owner whose property is free of liens imposed by action of the Board, any Unit Owner whose monthly fees are no more

than two (2) months in arrears, and any Unit Owner not involved with the Enforcement Committee in a hostile action giving no evidence of intent to resolve differences.

#### **RULES AND REGULATIONS CHANGES**

Rules and Regulations, not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, may be promulgated from time-to-time by the Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then-current Rules and Regulations, and any amendments thereto, will be furnished to all Unit Owners by the Board promptly after the adoption of such Rules and Regulations or any amendments.

#### **ENFORCEMENT PROCEDURES**

- 1 Violation Procedure (excluding infractions with immediate fines)
  - Violations must be reported in writing to the Management Company and must be signed by the individual issuing the complaint. The letter or email should state the violation and the address of the violator and, if possible, the date and time of the violation. The current address for reporting violations is:

Continental Property Management, Inc. Attention: Raintree Community Association 975 Easton Road, Suite 102, Warrington, PA 18976.

All information is kept confidential. E-mails with complainant's name and address fully disclosed are also allowable in lieu of mailed letters.

- A member of the Board, an authorized committee member (if one has been appointed), or a representative of the Management Company will investigate the complaint to determine whether a violation has occurred and if follow-up action is required.
- A violation letter will state the violation(s), ask that corrective action be taken within a stated time period, and stipulate a fine if compliance does not occur.
- A fine letter will impose the designated fine and state any additional per-day or escalating fines. The Board has the full authority to establish the amount of fines or other penalties. The amount charged is due upon receipt of notice.
- 1e It is the responsibility of the Unit Owner to contact the Management Company in writing, within five (5) days of receipt of the violation notice if he/she wishes to request review of a violation with the Board.

#### 2 Non-Compliance

- In the event that a Unit Owner/Resident does not comply with the violation notice and/or does not pay the fines assessed by the Association, the Board may file legal action against the Unit Owner for collection of the fines and compliance with the Association's Rules and Regulations. Any expense associated with legal action, including court fees, attorney fees, etc., which may be incurred by the Association, will be added to the complaint and become the responsibility of the Unit Owner to pay.
- When a judgment is awarded, the Board may place a lien for the amount of the judgment against the Unit Owner's property.
- The Association documents and the laws of Pennsylvania firmly support the obligation of the Board to act on behalf of the Association to impose charges for late payments of assessments. After notice and an opportunity to be heard, the Board may also levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.
- The omission from this list of Rules and Regulations of any duty, qualification, restriction, requirement, or regulation stated in the Declaration or Bylaws in no way abrogates the responsibility of the Board, individual members, or total membership of the Association to fully comply with any stipulation contained in the aforesaid documents, but not stated herein.

#### 1.0 ARCHITECTURAL GUIDELINES AND UNIT RENOVATION

Exterior replacements, changes to the property, or alterations to the grounds (including, but not limited to: installation of front doors/storm doors [design only], deck [Newtown Township permit required], fences, garage doors, windows, siding, roofs, enclosure for AC, flammable gas tanks larger than 20lbs, generators and house numbers) are prohibited, unless prior written approval is received from the Board. All exterior change requests must be submitted to the Management Company using the Association Architectural Request Form. The request must include sufficient detail to allow the Board to render a decision. Failure to obtain the necessary approval letter from the Board for a requested change will result in a fine, and the Board has the right to request areas to be returned to their original condition. While interior changes and renovations are not affected by this rule, any associated activities that may directly or indirectly impact common and limited common elements require notification of the Board (i.e. storage and use of construction or demolition vehicles and equipment and materials, waste containers, "dumpsters", etc.). Storage on Association property requires approval. The Unit Owner is responsible for obtaining any required municipal permits for Association-approved alterations. (See Attachment 3.)

- 1.1 Any architectural changes made without prior approval will immediately incur a \$250 fine against the Unit Owner's account, without notice.
- 1.2 Unit Owners must contact the PA One Call System prior to excavating any area. The Commonwealth will then send a representative to mark the location for underground utilities.
- 1.3 Unit Owners are responsible for obtaining all necessary work permits from Newtown Township.

#### 2.0 ATTIC FANS

- 2.1 Thermostatically-controlled roof fans are permitted.
- 2.2 Board approval is required before installation through submission of an Architectural Request Form.
- 2.3 Dome-shaped tops only are permitted.
- 2.4 The color must match the color of the roof as closely as possible.

#### 3.0 BICYCLES AND MOTORIZED VEHICLES

- 3.1 Pedal-type bicycles will be permitted on paved areas when operated in a proper manner. There will be no reckless operation or racing of bicycles. They will not be used upon any grassy or hilly areas, or in proximity to parked cars. Bicycles of any kind are not permitted on sidewalks.
- 3.2 No outdoor recreational vehicle is to be repaired, transported across, or ridden on a carpeted area of the Common Element. Security is the responsibility of the owner of the bicycle. Bicycles and motorized vehicles will not be parked or stored on porches, steps, sidewalks, or lawns in front of townhouses.
- 3.3 Motorized bicycles, scooters, go carts, and the like are **NOT** permitted to be used within the community, including sidewalks and roadways.

#### 4.0 CLOTHESLINES

Clotheslines, racks, or other devices for clothing care are not allowed. Laundry/linens, including bathing suits and towels, may not be hung outside for drying or airing, on any part of the property, including over deck railings.

#### **5.0 COMMON AREA USAGE**

Lawn furniture, toys, grills, or any possession of a Unit Owner or Tenant may be in place only on a temporary basis and must be removed by the end of the day. They cannot obstruct access to or maintenance of any common area. Wading pools and sandboxes are **NOT** permitted. Any party/event supplies require prior Board

approval, and they must be of a temporary nature, be removed immediately after an event, and be covered by liability insurance by the Unit Owner for the term of the event.

#### 6.0 DECKS, PATIOS, AND PERGOLAS

- Owners constructing new or replacement wood or composite material decks or patios **MUST** receive prior written approval from the Board. A request must come in the form of a submitted Architectural Request Form along with a sketch, plan, or diagram showing footings, underside, deck/patio material, partition material, and any other pertinent information.
- 6.2 Pergolas or retractable awnings must be an Association-approved style.
- 6.3 Failure to comply with these requirements may result in the removal of the deck/patio at the Unit Owner's expense and will result in a \$250 fine.
- 6.4 No screening enclosures are to be installed.
- 6.5 No lattice permitted other than as an apron for a deck.

#### 7.0 DECORATIONS/FLAGS/GARDEN ORNAMENTS

- 7.1 Outdoor holiday decorations and lights must be removed not more than thirty (30) days after the holiday.
  - Outdoor holiday lighting or decorations are permitted only within private lot boundaries. Lighting or decorations in the common areas are not permitted. (i.e. No lights or decorations are to be installed in common area trees or turf areas.) Decorations that prove to be a nuisance, produce excessive glare or noise, or endanger the health and welfare of the community, visitors, or residents are not permitted.
- 7.2 Lawn ornaments cannot be excessive and must be in good taste. In the event one or more of the ornaments are found to be objectionable, the Board has the right to require removal of those ornaments. Lawn ornaments are **NOT** permitted in common areas. The Association and the contracted lawn maintenance group will not be responsible for any damage to ornaments placed in restricted areas.
- 7.3 One (1) Garden Flag (defined as a flag no larger than  $12.5'' \times 18''$ ) is permitted.
- 7.4 No Banners or Flags are permitted with the exception of the following:
  - 7.4a The displaying of the American flag whose maximum size does not exceed 5x7 feet.

7.4b Flags being flow in accordance with the American, Commonwealth and Military Flag Act of July 7, 2006, P.L. 608, No 93 which allows for the flying of the American Flag, the Pennsylvania Flag, or a Military Flag not exceeding 3'x5' on the following enumerated days:

President's Day
Flag Day
Patriot's Day

Memorial Day
Independence Day
Armed Forces Day

Veterans Day Iwo Jima Flag Raising Day

V-E Day Pearl Harbor Day

V-J Day Korean War Veterans Armistice Day

Vietnam Veteran's Day POW/MIA Recognition Day

Birthday of each branch of the United States Armed Forces

7.5 Freestanding flagpoles are not permitted.

#### **8.0 DOORS**

All doors are to be maintained by the Unit Owner. When the door needs to be replaced, the Unit Owner **MUST** submit an Architectural Request Form to the Board for approval. The new door must comply with the approved styles and match the size and color of the existing door.

- <u>Front doors</u>: Wood, fiberglass, and steel are permitted (painted to match community-approved colors). For approved styles see Attachment 8.
- Slider doors must have fifteen (15) grill pattern.
- French doors (Windermere) must be white or the color of the front door.
- Storm doors:
  - Windermere: Full view, clear glass with white trim
  - o Raintree: Full view, clear glass with trim to match front door color
  - Lower kick panel must not exceed 14" in height. Door frame must not exceed 2 ½" on top or sides.
- Garage doors: Refer to Attachment 9.

#### 9.0 EXTERIOR LIGHTING

- 9.1 All Exterior Lighting must be maintained in proper working order.
- 9.2 Energy efficient, super-long life bulbs are recommended. These bulbs use less electricity to produce brighter light and are designed to last longer in extreme temperatures, making them more cost efficient.
- 9.3 Replacement fixtures must be of similar size, type, and function of existing fixtures. Windermere fixtures must be black. Raintree fixtures must be brown. An Architectural Request Form must be submitted for Board review prior to replacement.
- 9.4 Low-voltage landscaping lights are permitted.

- 9.5 All holiday lighting and decorations must be removed within thirty (30) days of the holiday.
- 9.6 Floodlights and any exterior lighting must use motion-sensor lights and may not be placed in such a way as to interfere with or disturb neighbors.

#### **10.0 FENCES**

- 10.1 Fences will be permitted subject to the following conditions:
  - 10.1a All fences will be board-on-board, dog eared, wooden fences and require Board approval before installation. Composite materials are **NOT** permitted.
  - 10.1b Fencing and posts must be four (4) feet in height and a maximum of ten (10) feet from the building. Boards will be five-and-three-quarter (5 ¾) inches to six (6) inches in width. The two sections attaching to the house must be graduated (from 6 feet to 4 feet).
  - 10.1c Fences will not be painted or stained; they will be left unfinished and allowed to weather.
  - 10.1d Fences may be set no further than the property line and according to Newtown Township regulations.
  - 10.1e Gates are allowed.
  - 10.1f Finials are not permitted.
  - 10.1g The owners of the 5 properties whose addresses are:
    - 691 Danbury Court
    - 692 Danbury Court
    - 693 Danbury Court
    - 694 Danbury Court
    - 695 Danbury Court

Must maintain the picket fences in the front yards of those properties and board-on-board fences in the rear yards with white paint only.

- 10.2 Living Fence Guidelines for Units: The following guidelines are for Unit Owners who wish to install a living fence instead of a wooden fence behind their unit.
  - 10.2a Location of a living fence will be the same as a wooden fence.
  - 10.2b No gate will be permitted, but a forty (40)-inch entry is required for landscaping.

- 10.2c Maximum width is two (2) feet and maximum height is five (5) feet. Plant material must be non-aggressive.
- 10.2d Maintenance of living fence will be the Unit Owner's responsibility.

#### 11.0 FIREPITS

Fire pits and chimenea are prohibited.

#### 12.0 FIREPLACES

Residents with fireplaces must have the flue pipes cleaned at a minimum of once every two (2) years. The responsibility of scheduling and cost will be borne by the Unit Owner. It is important to keep and read the manufacturer's instruction manual for use and limitations of fireplaces. Flue caps must be UL listed as recommended by fireplace manufacturers. Hardwoods are recommended for fireplaces because they do not create a creosote problem (chimney fires). Burning of artificial logs is not recommended due to health and safety issues.

#### 13.0 FIREWOOD

Firewood must be placed behind units within the parameters of the privacy fence and must not exceed  $\frac{1}{2}$  cord (64 cubic feet). Containment of the firewood on a concrete patio is the favored option. If the lawn area must be used, a rack of either wood or metal must provide a clearance of six (6) inches from the privacy fence and four (4) inches from the ground. This rule applies to either enclosed or unenclosed back yards.

#### **14.0 FIREWORKS**

Fireworks rules are compliant with 2017 Act 43.

- The term "fireworks" does not include devices known as "ground and handheld" sparkling devices.
- Fireworks are not permitted within one hundred and fifty (150) feet of an occupied structure, whether or not a person is actually present.
- Fireworks are not permitted on common ground, including but not limited to: the utility court, grounds and parking lot around the clubhouse or pool area, and open areas between units.

#### 15.0 FLAMMABLE GAS STORAGE

- 15.1 No tank for storage of flammable gas will be maintained outside any unit, except for a 20-pound propane tank for a gas grill or a tank for a gas fireplace. Size and positioning must be in accordance with manufacturer and Newtown Township regulations. Tanks may be stored only behind the property on an appropriate surface.
- 15.2 Tanks larger than 20 pounds require approval of the Board, and approval will be made on a case-by-case basis and may require a permit from Newtown Township.

#### **16.0 HOUSE NUMBERS**

Only black three-and-a-half- $(3\frac{1}{2})$ -inch individual digits (no window signs, flat metal insignias, stenciled or painted numbers) are allowed.

#### 16.2 Location:

- 16.2a For units with a garage, the house number should be mounted over the garage door.
- 16.2b For units without a garage, the house number should be installed under the light next to the front door or above the porch entryway.
- 16.2c On end units with a side-facing door, numbers should be installed facing the parking area.
- 16.2d When installed on posts, numbers should be at least five (5) inches, but not more than six-and-a-half ( $6\frac{1}{2}$ ) inches up from bottom of post.

#### 17.0 INSURANCE COVERAGE AND REQUIREMENTS

See Attachment 4 for explanation of insurance coverage and requirements.

#### 18.0 LANDSCAPING

- 18.1 Unit Owners are responsible for maintaining all landscaping on private lots *on a regular basis*, including weeding, lawn mowing, turf maintenance, leaf cleanup, shrub and tree pruning, and removal of dead plant material.
- 18.2. Plant beds in front yards may be enhanced at Unit Owner's discretion with the following limitations: Neither annuals nor perennials are to exceed twenty-four (24) inches in height and must be limited to dwarf or low-growing varieties. No aggressive plants, creeping vines, or ground cover, which will encroach on unacceptable areas, are allowed. Unacceptable areas are sidewalks, lawns, or any area other than the part of the bed that is directly in front of the Unit Owner's unit between the firewalls separating adjacent units, a boundary not defined but assumed by Unit Owners.
- 18.3 The use of planting pots is permitted but should not be excessive, and pots must be kept in good condition. Pots that go unused during the growing season must be removed immediately.
- 18.4 Flower beds, for planting in back yards, will not exceed the original fence and be placed no more than three (3) feet from the original fencing. Fully enclosed rear yards are exempt from the three (3) foot rule for plantings. The plantings will not exceed the height of the adjacent

fence. Annuals exceeding, at maximum growth, twenty-four (24) inches, must be staked. Owners of end units may install plant beds on the open side of the unit not to exceed three (3) feet beyond the foundation. (All other planting rules apply.)

- 18.5 Planting beds: When the desire for such has passed, they must be reseeded or sodded at the expense of the Unit Owner.
- 18.6 The excessiveness of lawn ornaments, plantings, and planting pots will be determined at the discretion of the Board.
- 18.7 No Unit Owner or Tenant will plant on common ground. Any unauthorized plantings found on common ground will be subject to removal, and Unit Owners or Tenants found to have planted on common ground will be charged for the removal of the plantings.

#### 19.0 LEASING OF UNIT

Except as expressly provided in this section, there will be no restrictions on the leasing of Units.

- 19.1 No transient Tenants will be accommodated in any Unit.
- 19.2 No lease will be for less than the whole Unit. (i.e. Unit Owners are prohibited from subleasing individual rooms or the floor of a unit)
- 19.3 The initial term of a lease must be for no less than one (1) year.
- 19.4 A Unit Owner will not engage in the leasing of his Unit except after having Lessee execute a written lease, which will provide the term of the lease and must contain the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Amended Declaration of Condominium, By-Laws, and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Condominium documents, or otherwise during the term of the lease." A \$200 fine will be imposed if the lease is not submitted when a tenant is secured.

- 19.5 Copies of all leases must be provided to the Association for their files within ten (10) calendar days of execution, along with a copy of the required Tenant Registration Form. (See Attachment 2.)
- 19.6 The Owner of each Unit is responsible for the actions of his/her Tenants and will remain liable for any violations of the Association's governing documents, Rules and Regulations, assessed fines, or any damage to Association property caused by his/her Tenant.

19.7 Unit Owners are required to provide Tenants with a copy of these Rules and Regulations.

#### **20.0 MAINTENANCE**

20.1 Each Unit Owner will be required to maintain the interior of his/her Unit, and all Limited Common Elements assigned to the Unit must be kept in good repair.

#### (a) Limited Common Elements

- 1. Unit Owners will be responsible for the maintenance and replacement of any Limited Common Elements assigned to their homes, such as decks, patios, rear and front porches and railings, entry walks, and rear landscaping. Limited Common Elements assigned to a Unit, are for the exclusive use of that Unit.
- 2. The Association has the right, but not the obligation, to make any necessary repairs to such Limited Common Elements if the Unit Owner to whom they are allocated fails to do so and to charge such Unit Owner for the cost thereof as a Common Expense Assessment.
- 3. When a Unit Owner has failed to properly maintain his/her Structure, that Owner will be notified in writing of the necessary repair/maintenance required. Said repair/maintenance will be completed within the timeframe provided by the Association. If work is not completed by the deadline provided, a fine may be assessed based on the fine structure of the Association.

Extensions for unusual hardships may be granted by the Board upon receipt of a written request for the extension with reason delineated.

#### (b) Common Elements

- 1. The Association is responsible for the maintenance, repair, and replacement of the Common Elements.
- 2. The Association will maintain the existing farm house, pool area, recreational courts, common area lawn and trees, private roads, streetlights along the private roads, common area sidewalks and any other Common Element. Damage to Common Elements caused by a Resident, Tenant, Guest, or Contractor employed or contracted by a Unit Owner or Tenant, becomes the financial obligation of the Unit Owner to repair.
- 20.2 See attached for specific maintenance responsibilities of the Association and Unit Owner. (See Attachment 1.)

When a deficiency in structure, utilities, or any factor common to all Units is discovered by inspection, accident, or any means and is deemed dangerous, that deficiency or hazardous condition will be addressed by the individual Unit Owner. The Association assumes no cost in rectifying the deficiency, unless the responsibility of a solution by the Association is clearly supported by the Association documents.

#### 21.0 PARKING

Raintree Community Association owns, maintains, and controls private roadways within the court areas. Parking is difficult in a densely populated community; therefore, everyone's cooperation is necessary to ensure all roads are clear, providing safe access for Emergency Vehicles at all times.

- 21.1 No parking is permitted on the grass, sidewalks, in Fire Zones, in front of Postal Boxes, other areas designated as No Parking Zones, or parking in a manner that prevents other residents from accessing their property or prevents the free movement of other vehicles.
- 21.2 Motor vehicles will be parked in the driveway or the designated and appropriate parking areas. Vehicles that are illegally parked will be given a warning via a parking sticker or letter. A fine will be assessed to the Unit Owner per occurrence beyond the first warning.
- The storage of vehicles on Association roadways or parking lots is prohibited. A vehicle may not sit for more than seven (7) days in the parking lot without moving. Please store vehicles in your garage or driveway. Any vehicle routinely parked in the community must be registered in the name of a valid Owner or Lessee or immediate Family Member or Guest living on the premises and must have valid registration and inspection. All others will be towed away after good faith inquiries and legal verification procedures have been followed.
- No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, work trucks, or commercial vehicles are permitted to be parked in driveways, on streets, or in additional parking places except on a day-to-day temporary basis in connection with repairs, maintenance, or construction work.
- Vehicles used by Residents for business purposes which have writing/logos for the purposes of identifying the business must be parked in the driveway or parking pad of the residence. They are not permitted to be parked on streets or in additional parking places.
- 21.6 Atwood/Milford/Windham Court Parking
  - Residents with driveways are expected to park at least one (1) personal vehicle in the driveway.
  - Parking areas immediately in front of Units without garages are part of that Unit's property and are, therefore, treated in the same manner as a private driveway.

- Guests to these courts should park in the designated open parking areas or in spaces allocated to the residence they are visiting.
- Guests parked in unauthorized areas (including the areas in front of Units without garages) will be subject to having the offending vehicle towed at the vehicle owner's expense.

#### 21.7 Danbury/Rumford/Trumbull Court Parking

- Residents with driveways are expected to park at least one (1) personal vehicle in the driveway.
- Parking areas immediately in front of Units without garages are part of that Unit's property and are, therefore, treated in the same manner as a private driveway.
- Guests to these courts should park in the designated open parking areas or in spaces allocated to the residence they are visiting.
- Guests parked in unauthorized areas (including the areas in front of Units without garages) will be subject to having the offending vehicle towed at the vehicle owner's expense.

#### **22.0 PETS**

- No animal life will be raised, bred, or kept in any Unit or on the Common Element except for hand-held domestic animal life. This includes, by way of illustration, but is not limited to: dogs, cats, hamsters, birds, reptiles, amphibians, and fish. They may be kept by a Unit Owner as a household pet in his/her Unit, provided that such permitted species: (i) are not kept for any commercial purposes; (ii) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Board; and (iii) do not, in the judgment of the Board, constitute a nuisance to others.
- 22.2 All residents with pets must abide by pet ordinances enacted by Newtown Township and Pennsylvania, the violation of which can result in a citation and subsequent fines.
- 22.3 No Unit will house more than two (2) cats or dogs at one time.
- Pets must be on a leash or carried at all times when they are outside. Household pets are not permitted to run loose or uncontrolled. Animals will not be housed outside of any unit, on decks, or in cages.
- Pets **MAY** be toileted within the confines of the Association with the **exception of individual front yards**. Pet owners are responsible for immediately cleaning up the pet's solid waste and properly disposing of it. An **IMMEDIATE** fine of \$250 will be assessed for not picking up after a pet.
- 22.6 Pet waste must be disposed of in a lidded trash can or the Pet Waste Container.
- Dog owners will be responsible for keeping their dogs from barking unnecessarily and disturbing their neighbors.

- No pets are to be tethered or unattended outdoors anywhere in the community.
- 22.9 Unit Owners are responsible for any property damage, injury, or disturbance caused by pets belonging to themselves, their Tenants, or Guests.
- 22.10 No animals, livestock, pigeons, or poultry of any kind will be raised, bred, or kept on any lot or in any Unit with the exception of dogs, cats, or other common household pets.
- 22.11 All pets must be vaccinated against rabies and/or other diseases as required by law. Valid pet licenses must be current per local laws when applicable.
- Nothing in the aforesaid Rules and Regulations will be read to prohibit the use of licensed seeing-eye dogs or service dogs.

#### 23.0 POOL RULES

See Attachment 6.

#### **24.0 PROPERTY USAGE**

- No part of the Property will be used for any purpose other than housing and related common purposes for which the Property was designed.
- 24.2 No commercial enterprise will be permitted in any Unit.
- No use or practice will be permitted in any Unit, or in any other place on the Property which is the source of undue annoyance to the other Occupants of the Property or interferes with the peaceful possession and proper use of the Property by such other Occupants, or will materially increase the rate of insurance on the Property beyond that to be anticipated from then-proper and accepted conduct of otherwise permitted uses hereunder.
- 24.4 Each Unit Owner will have the right to use the Common Elements in common with all other Unit Owners as may be required for the purposes of access to, ingress to, egress from, use occupancy, and enjoyment of the Unit owned by such Unit Owner, and for such other purposes incidental to the use of Units. Such right to use the Common Elements shall extend to each Unit Owner and to his Agents, Tenants, Family Members, Customers, and Invitees. Limited Common Elements assigned to a Unit are for the exclusive use of that Unit.
- 24. 5 Exterior storage of equipment is **NOT** permitted. Equipment must be stored in approved storage sheds. (See Attachment 5.)

#### **25.0 RECREATION AND PLAY EQUIPMENT**

- 25.1 All ball, Frisbee, skateboarding, or other game activity, which could cause damage, personal injury, or be considered a nuisance to Residents, will not be permitted on lawns, roads, streets, sidewalks, parking areas, or any area in close proximity to Property.
- 25.2 Sledding is not permitted in close proximity to any Units, shrubs, or trees.
- Toys/Recreational items may not be attached to structures or Common Area trees and must be removed at the end of each day after use. Toys/Recreational items may not be stored on front lawns, driveways, or outside the premises of the back lawn.
- 25.4 Basketball backboards are not permitted in roadways or parking areas or placed in a manner such that a player is in the roadway. They are not permitted to be stored on driveways.

#### 26.0 ROOFING, SIDING AND TRIM PAINTING/REPLACEMENT

- 26.1 An Architectural Request Form **MUST** be submitted for Board review PRIOR to commencement of work. A copy of the Contractor's proposal must be submitted with the application.
- 26.2 Replacements may require permits and inspection by Newtown Township. (See Township regulations.) Permits are the responsibility of the Unit Owner. Acquisition of Township permits does **NOT** waive the need for Board approval.
- 26.3 Approved shingle colors can be found in Attachment 7.
- 26.4 Raintree section may use aluminum or vinyl siding to match community-approved colors. Windermere section may replace siding with wood siding painted to match approved colors or approved Hardie Plank choices. (See Attachment 7.)
- Any damage to Common Area grounds or neighboring properties are the responsibility of the Unit Owner and his/her Contractors to restore.

#### **27.0 SATELLITE DISHES**

It is the intent of these Rules and Regulations to ensure that satellite dishes and their installation meet all appropriate building, safety, and electrical codes as well as FCC Rulings and Guidelines on Associations with respect to satellite dishes.

27.1 The Board does not restrict the use of dishes of reasonable size, properly installed on the Unit Owner's private property.

- Dishes must be installed according to all local, state, and county codes that may apply. They must be mounted securely and in a manner that does not pose a safety hazard to surrounding Units.
- 27.3 Dishes must be installed and removed by the Unit Owner, at the Unit Owner's expense.
- 27.4 Dishes must not "hang over" or encroach on a neighbor's Property, roof, walls, or windows or block a neighbor's window.
- 27.5 Dishes must not have wires "draped" on the roof or side of the Owner's Unit.
- 27.6 Dishes cannot be installed in Common Areas and must not inhibit others from using Common Areas or Property.
- 27.7 Dishes must be for the exclusive use of the Unit Owner installing the dish and may not be used in common with other neighbors.

#### **28.0 SIGNS**

Signs are not permitted, with the following exceptions: STREET, DIRECTORY of Unit Numbers, "FOR SALE BY OWNER", "FOR RENT BY OWNER", Realtor "FOR SALE", Realtor "OPEN HOUSE", Realtor "FOR RENT". The following qualifications apply to all signs except STREET and DIRECTORY:

- 28.1 Size must not exceed two (2) feet by three (3) feet and must be commercially lettered.
- Only one (1) sign per Unit is permitted and must be placed within the unit boundary lines.
- 28.3 Sign may be displayed in front window or door of unit or in a metal frame created from ¾" or 1" metal. Posts of any type are not permitted.
- 28.4 Display of sign "FOR RENT" will terminate the day of the lease agreement.
- 28.5 Display of sign "FOR SALE" will terminate five (5) days following a signed "Agreement of Sale".
- 28.6 Display of sign "OPEN HOUSE" is limited to placement and removal the day of the open house.
- 28.8 Special family event decorations are permitted, but they are limited to the day of the family event and must be removed immediately after the event has passed. No event structures are permitted without prior approval from the Board.
- 28.9 No displays are permitted on a permanent basis.

- 28.10 No banners are permitted.
- 28.11 No political signs are permitted.

**NOTE:** Unauthorized signs will be removed. They will be available for retrieval within ten (10) days by the swimming pool fence. If not retrieved by the owner in the time frame stated, the signs will be discarded.

#### 29.0 SOLICITATION

In order to promote a community environment free of nuisance and of the expense associated with the cleanup of unwanted commercial promotional materials, and, in order to prevent the appearance of Units being unoccupied due to an accumulation of handbills, flyers, etc., it will be the policy of the Raintree Community Association to prohibit any and all distribution, solicitation, and placing of commercial advertising materials on the Property of any and all residences of the Windermere/Raintree Community.

This policy applies to all parties, both members of the Association and non-members alike. It includes (prohibits) electronic communication and the placement of printed materials upon or between doors, doorways, and mailboxes which promote products or services of a commercial nature. It specifically excludes (allows) political materials associated with elections, religious information, and solicitations by bona fide not-for-profit organizations qualified by the IRS.

#### 30.0 SNOW AND ICE REMOVAL

Snow will be removed from roadways, mailboxes, and common sidewalks when two (2) inches or more accumulates from any single snowstorm (at the Board's discretion).

#### 31.0 STORAGE EQUIPMENT

Storage Equipment referred to herein includes but is not limited to the following: moving vehicles, moving containers, portable moving and storage equipment (for example: Portable On Demand Storage [PODS]). A request must be submitted to the Board for review and approval two (2) weeks prior to Storage Equipment delivery. Such storage equipment is not permitted on a Unit Owner's premises for a period in excess of seven (7) calendar days. The aforesaid Storage Equipment will be removed from the premises no later than sundown of the seventh calendar day. Noncompliance with this regulation will result in the imposition of a fine. Any damage to common areas is the responsibility of the Unit Owner.

#### **32.0 STORAGE SHEDS**

See Attachment 5.

#### 33.0 TRASH AND RECYCLING

33.1 Trash must be placed securely in **HEAVY GAUGE** plastic bags or trash containers and be placed out for pickup no earlier than **7:00 PM** prior

- to collection day. Lidded trash containers are preferred to deter animals, rodents, and windblown trash.
- Trash containers and/or recycling bins are not to be stored outside the property unless concealed by a sufficient height of shrubbery.
- 33.3 Violations of these rules will result in citations and enforcement procedures.
- 33.4 Bulk pickup must be called into the trash service provider. The Association agreement **MAY** provide for one (1) bulk item pick-up per household per month.

#### 34.0 VEHICLES

- 34.1 All vehicles must be up-to-date in their licensing, registration, inspection, and operating condition.
- No Unit Owner or Tenant will park, store, or keep anywhere on the common parking areas any commercial-type vehicle. (i.e. Dump trucks, cement mixer trucks, oil or gas trucks, delivery trucks, pick-up trucks or vans, which by their signage, licensing, equipment, or materials therein or thereon evidences their commercial purpose, whether or not they are currently being used.) Additionally, any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board is prohibited. Signs and commercial lettering in windows or on the extension of a vehicle are not permitted on vehicles, automobiles, or trucks.
- Recreational equipment, recreational vehicles, and motor homes (i.e. boats, jet skis, trailers, campers, etc.) will not be parked or stored in the community.
- No Unit Owner will conduct repairs or restorations of any motor vehicle upon any portion of the Association Property.
- 34.5 Trucks and vans are permitted to be parked on a temporary basis within the Property in connection with the repair or maintenance of a Unit or the Association Common Areas.
- 34.6 Storage of inoperable vehicles is strictly prohibited. In addition, no tarps are allowed on vehicles parked outside of the Owner's Unit.
- 34.7 Motor-driven recreational vehicles of any kind, including dirt bikes, ATV's, scooters, and snowmobiles are strictly prohibited from being used on any part of the Association Property.
- 34.8 Vehicles parked in Common Areas may not display "For Sale" signs.
- 34.9 Drivers of motor vehicles must show regard for safety and courtesy. A complete stop at intersection "STOP" signs must be made. A speed

- limit of fifteen (15) miles per hour is imposed on all streets and all roadways on the Association Property.
- 34.10 Vehicles may be washed in driveways or private parking areas.
- 34.11 Motorcycles must conform to all rules covering motor vehicles.
- 34.12 Parking areas directly in front of Units are private property.

#### 35.0 WADING POOLS

Child wading pools are not permitted except behind fenced-in areas and must be drained immediately following use.

#### 36.0 WINDOWS/SCREENS/WINDOW TREATMENTS AND SKYLIGHTS

- 36.1 Window replacements require Board approval.
- 36.2 All replacement windows must be of the same type and color as of those being replaced and must exhibit the same exterior appearance as of that being replaced.
- 36.3 The glass area must be of the same size as existing windows. Please include measurements with your Architectural Request Form.
- 36.4 Only clear glass is permitted. No jalousie or louvered window openings are permitted.
- 36.5 Skylights have been permitted; however, exterior colors must match the roof color.

#### 37.0 WINDOW AIR CONDITIONERS

Window air conditioners and window fans are not permitted.

#### 38.0 YARD SALES

Community yard sales are not permitted without prior Board approval.

#### **ATTACHMENT 1 - RESPONSIBILITY LIST**

#### **HOMEOWNER RESPONSIBILITIES**

Each homeowner is primarily responsible for the repair and maintenance of his/her townhome. The services provided by the Association are set forth in the Association's Declaration. In some instances, the Association's responsibilities may include work performed on your private lot.

For your information, a listing of the Association's maintenance, repair, and replacement responsibilities are detailed herein. Any function not listed as an Association responsibility is the maintenance, repair, and/or replacement obligation of the individual homeowner. Should you have any questions concerning the following information, please feel free to contact a member of the Association Board of Directors or the Association's management company, Continental Property Management, Inc.

#### **ASSOCIATION RESPONSIBILITIES**

<u>Townhouses Building & Private Lots - Architectural</u> - The Association is responsible for exercising architectural control over any changes to the exterior. All requests for changes must be submitted to the Association for review and approval prior to the commencement of any work except landscaping.

<u>Townhouses Building & Private Lots - Maintenance</u> - Each homeowner is responsible for the maintenance, repair, and replacement of his home and property. If the property is not maintained, the Association, after due notice to the owner, will fine the owner until said maintenance is performed to the unit.

#### **Common Area**

- Barn
- Basketball Court
- Clubhouse
- Entrance Signs
- Landscaping including mowing, chemical applications, reseeding, and clean
- Roads, Parking Areas, Storm Drains, Curbs, Street Lights and Snow Removal
   Rumford Court, Trumbull Court, Danbury Court, Atwood Court, Milford
   Court, Windham Court and Clubhouse Area
- Sidewalks along Stanford Drive
- Swimming Pool
- Tennis Courts
- Tot Lot
- Trees and Shrubbery mulching, weeding, trimming and replacement on common ground only.

#### **Township Responsibility**

- Stanford Drive Road, Lighting, Street Signs
- Snow Removal Stanford Drive
- Water & Sewer
- Pedestrian asphalt walking trail
- Fire hydrants
- Mailboxes and keys responsibility of Newtown Post Office

## **IMPORTANT NOTICE**: Exterior maintenance/ Unit boundaries

Dear Homeowner:

It has been brought to our attention that there is some confusion among residents as to portions of their unit that are their responsibility to maintain, in particular the siding. We have consulted with an attorney to review the Association's Declaration, recorded plan, a property deed and the Planned Community Act.

We have been informed by legal counsel that any portion of a unit, that services only that unit, (regardless of whether it lies partially outside the unit's boundaries or faces a neighboring unit), belongs to that unit. Some homes within the community may have a portion that "juts out" and the surface faces a neighboring unit. The exterior surface of a portion of a unit that juts out belongs to that unit.

Example: Exhibit 1 (Enclosed)

A portion of Unit "A" juts out (Circled in the Diagram). The siding faces the direction of Unit "B" however it belongs to Unit "A" and is the responsibility of the Unit "A" homeowner to maintain.

We hope that this information clears up any confusion as to ownership of areas that "jut out" from various homes.

If you have any questions please contact Continental Property Management at 215-343-1550.

Sincerely,

Board of Directors Raintree Community Association

Enclosure



# **ATTACHMENT 2 - TENANT REGISTRATION FORM**

## **RAINTREE COMMUNITY ASSOCIATION**

ASSOCIATION	UNIT ADDRESS	<u> </u>					
UNIT OWNER(	S):						
NA	NAME(S)ADDRESS						
AD							
			(OFFICE)				
<u>EM.</u>	AIL ADDRESS						
TENANT(S):							
NA	ME(S)						
AD	DRESS						
			(OFFICE)				
EM	AIL ADDRESS_						
CAI	R MAKE, MODEI	L AND LICE	NSE PLATE				
LEASE START [	DATE		LEASE END DATE				
AUTOMATIC RE	ENEWAL	YES	NO				
PETS ALLOWED	,	YES	NO				
	ı	NUMBER AND	ТҮРЕ				
that the above inf Rules/Regulations/R of my tenant and an	ormation is correct estrictions to my ten	and I have nant. As the L its of the unit.	n the Raintree Community provided a copy of all n andlord/Owner I am respo I have attached a copy of and Regulations.	ecessary Association nsible for the actions			
Owner's Signa	ture		Date				
Mail to: Email to:	Attention: Ra	aintree Comi oad, Suite 1	agement, Inc. munity Association 02, Warrington, PA 18	976			
{07415093; 3}		Page 25 of 35					

RT Rules & Regulations ... March 2020

# **ATTACHMENT 3 - ARCHITECTURAL REQUEST FORM**

#### RAINTREE COMMUNITY ASSOCIATION

A VENDOR QUOTE/PROPOSAL OR SKETCH OF ALL PROPOSED ALTERATIONS DRAWN TO SCALE ON A SEPARATE PAGE (NOT LESS THAN 8- 1/2" X 11") WITH ALL PERTINENT DIMENSIONS NOTED IS REQUIRED. PICTURES WELCOME.

Name of Applicant:		Date:					
Address:		Email:					
Telephone: (Day)		(Evening)					
Description of Prop	osed Change or Modifica	ation:					
Reason for Propose	d Change or Modificatio	on.					
Will you need to ut	lize a POD for storage?	If Yes, for how long?					
Will you need a du	Will you need a dumpster or waste bag? If Yes, for how long?						
Applicant's Signatur	e:						
Approval of the req	uest is granted with the fol	llowing conditions:					
Request for approva	al is denied for the following	ng reasons:					
BOARD OF DIREC	CTORS:						
Authorized Signatu	re:	Date:					
HOMEOWNER IS	RESPONSIBLE FOR OB	AL OF THE BOARD OF DIRECTORS, THE BTAINING ANY APPLICABLE PERMITS FROM PIRES 12 MONTHS AFTER IT IS GRANTED.					
Mail to:	Mail to: RAINTREE COMMUNITY ASSOCIATION 975 Easton Road, Suite 102, Warrington, PA 18976						
Email to:	t.martusus@cpm975.coi	m					

#### <u>ATTACHMENT 4 - INSURANCE COVERAGE AND REQUIREMENTS</u>

#### **RAINTREE COMMUNITY ASSOCIATION**

The Association will maintain coverage on the clubhouse and common ground, directors' and officers' liability insurance plus general liability insurance.

Please note that Association does not provide property insurance for the individual homes. We suggest that you review with your agent the kind of coverage you individually need to purchase on your home. We suggest either an HO3 or HO5 Homeowners Insurance Policy, which should include coverage for your home/dwelling, personal property or contents; the cost of living elsewhere while your home is being rebuilt because of damage from an insured accident; your liability coverage; and coverage for loss assessments.

**Loss Assessment coverage** may cover your share of an assessment that may be brought against you if the Association insurance limits were less than a covered loss. For example, an insured liability suit for \$1,000,000 more than the Association maintained in insurance was awarded by a court, each owner could be assessed their share of the shortfall. Many owners erroneously expect their liability and umbrella policies to respond in this situation. Typically, these policies do not cover assessments resulting from membership in common interest realty associations. The Loss Assessment coverage could respond.

The Loss Assessment coverage will not respond to an assessment that is not related to an insurance claim, such as a maintenance or other special assessment.

Additionally, <u>renters</u> and <u>investor owners</u> need to purchase insurance coverage as well. Both need to protect their liability exposure and need coverage for loss to personally owned property. Renters should carry HO4 (renters) policies and investors should contact their brokers for how best to protect their investment property. Investor owners should require that their tenants purchase an HO4 (renters) policy.

## **ATTACHMENT 5- SHED RULES**

#### General Guidelines:

- 1. All sheds must have prior Board approval before installation.
- 2. Any structural changes or improvements must be approved by Newtown Township.
- 3. All permits required by Newtown Township are the Unit Owner's responsibility.
- 4. Dimensions of shed:
  - a. May not exceed five (5) feet wide.
  - b. May not exceed six (6) feet deep.
  - c. The height of a shed must be one (1) foot lower than the existing fence where installed.
  - d. The height of a shed next to foundation wall with no fence may not exceed five (5) feet high.
- 5. Permanent foundations for sheds are not approved. All sheds must be installed in rear of property. Sheds must be installed next to foundation wall when no fence surrounds rear of property.

#### Material Guidelines:

- 1. Prefabricated sheds/storage closets, such as Rubbermaid or similar type, may be utilized.
- 2. All other fabricated sheds must use pressure-treated wood or better quality (cedar, redwood).
- 3. All plywood must be of 'exterior' quality only.

# <u>ATTACHMENT 6 – POOL RULES</u>

These rules are made for the consideration of all **RAINTREE COMMUNITY** residents and their guests in an attempt to provide a safe and enjoyable recreation area.

- 1. The use of the pool is restricted to members and their guests. Tags/ wristbands are required for all members and one guest is permitted per each member's tag/wristband. Guests always must be accompanied by an adult member.
  - No admittance will be permitted to the recreational areas without a tag and signing in with a lifeguard, for any reason.
- 2. Members who are **delinquent** with their **Association fees** shall be **denied** use of the pool and tennis courts.
- 3. **The staff has the authority to refuse admittance to those they deem unfit to swim** for reasons of health, intoxication, unruly behavior, running or rowdiness or improper dress. All swimming attire must be with finished hems, for the protection of the filter system. No cutoffs will be permitted.
- 4. Children under the age of 14 must be accompanied by an adult. An adult will be classified as an individual 18 years or older who is responsible for the actions of those in his/her care. Only three (3) children, fourteen (14) years of age or younger, will be admitted to the pool per adult. All children fourteen (14) years old and under must complete a swim test prior to having access to the deep end of the pool and the diving area. A swim test includes swimming two lengths of the pool and being able to tread water for two minutes. All children three (3) years old and under are not permitted in the adult (large) pool. No exceptions.
- 5. Qualifying tests will be administered by the lifeguard(s). Please inquire of the lifeguard(s) for time tests and when given.
- 6. Use of the wading pool is limited to children seven (7) years old and under. A parent must accompany each child in the wading pool and be responsible for his/her safety and behavior. <u>Toddlers not toilet trained must wear cloth diapers with rubber pants on top</u>. What you want to accomplish is a tight seal around the child's legs. *Disposable diapers are not permitted in either pool*. If a child has an accident in the pool, the pool will be closed the rest of the day.
- 7. No external speakers allowed in the pool area, and noise from personal devices should be kept to a minimum unless used with headphones.
- 8. All refuse and waste papers must be put in appropriate trash and recycling receptacles. *All residents are responsible for cleaning up after themselves.*

# <u>RAINTREE COMMUNITY ASSOCIATION - POOL RULES</u> (Continued)

- 9. The following **will not be** permitted in the **pool or pool area:** 
  - a. Rafts or flotation devices
  - b. Unnecessary splashing
  - c. Ball playing
  - d. Scuba equipment or swim fins
  - e. Running around pool area
  - f. Chewing gum while swimming in the pool
  - q. Pets
  - h. Skateboarding, biking, roller skating or scootering
  - i. Glass containers
- 10. **Swimmies (armbands) are not recommended** but are acceptable **if parents are in the pool** with children. This **does not include in the diving area.**
- 11. Alcoholic beverages are not permitted in the pool area.
- 12. No private parties are allowed.
- 13. No private property of any kind is allowed to be stored or kept in or around the pool area.

#### SUPERVISION AND MANAGEMENT

- 1. The pool staff is charged with the responsibility of maintaining the pool area, and with the supervision of conduct in this area and the enforcement of the pool rules. In the event the lifeguard so directs, the pool must be vacated immediately. Adults are ultimately responsible for the children in their charge.
- 2. Any infractions of the pool rules by residents, their children, guests or lifeguards witnessed by residents should be reported, <u>in writing</u>, to the Management Office. The information should include the **date**, **what was witnessed**, **and the identification of the individuals**, if possible. Management will compile this information and pass it along to the Board. In the case of the lifeguards, this information will also be passed on to the Pool Company.
- 3. Anyone found **breaking** the pool rules **will receive a written warning. A subsequent infraction will result in loss of pool privileges.** The lifeguard will have an updated list of those residents not allowed to use the pool.

**All persons use the pool at their own risk.** The Raintree Community Association **assumes no responsibility** for any accident or injury in connection with the use of the pool or for any loss or damage to personal property.

## **ATTACHMENT 7**

#### **EXTERIOR SHINGLES/PAINT COLORS**

**RAINTREE SECTION – ROOF SHINGLES** (Atwood, Milford, Windham)

GAF Timberline Series - Hickory - 3 tab or dimensional

# RAINTREE SECTION – PAINT COLORS- Found at Newtown Sherwin Williams Store

Trim: Raintree English Brown

Acrylic Latex House Paint

Door: (Red) Terra Cotta 032-412

(Ivory) Raintree Antique Ivory – Medium Base Seashore

Acrylic Latex Trim Enamel (024 Line)

**WINDERMERE SECTION – ROOF SHINGLES** (Danbury, Trumbull, Rumford)

GAF Timberline Series - Shakewood - 3 tab or dimensional

# WINDERMERE SECTION – PAINT COLORS (Custom blends found at Newtown Sherwin Williams Store)

Trim: White Semi- Gloss Trim Enamel

Acrylic Latex House Paint

#### **Blue Door Buildings**

Stain: Windermere Evening Mist

Door: Gloss House Paint

Windermere Concord Blue

#### **Red Door Buildings**

Stain: Windermere Saddle Door: Gloss House Paint

Windermere Town & Country Red

#### **Green Door Buildings**

Stain: Windermere Stone Harbor Door: MAB Alkyd Gloss (055 Line)

Haverford Green (#629)- Discontinued

#### **Hardie Plank siding color matches:**

Light gray siding- "Light mist"
Blue gray siding- "Boothbay Blue"
Brown siding- No matches currently available

# ATTACHMENT 8 RAINTREE ORIGINAL STORM AND SCREEN DOOR



Secondary Choice permitted is two vertical clear glass panel entry door



\* Doors must be painted per approved Raintree paint color

## **Storm Doors MUST be full glass**



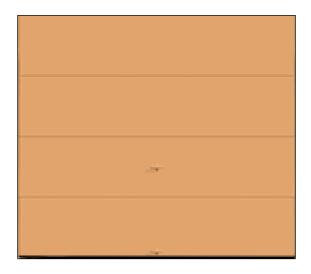
\* Doors must be painted per approved Raintree paint color



\* Doors must be painted per approved Raintree paint color

# **ATTACHMENT 9**

# WINDERMERE/RAINTREE GARAGE DOOR SPECIFICATIONS



9x7 Solid 4 panel (Flush or Grooved)

Raintree Section- Brown to match existing Windermere Section- White to match existing

## **ATTACHMENT 10**

# **Recreational Courts Rules**

## The recreation area is available from Dawn to Dusk only

All persons use the tennis courts and recreational facilities at their own risk. The Association assumes no responsibility for any accident or injury in connection with the use of the tennis court, pool and recreational facilities or for any loss or damage to personal property. Residents will be responsible for the actions of their children, guests, and pets.

- 1. Courts are intended for use by Raintree Community Association Members only. Guests must be accompanied by a member.
- 2. No glass containers are permitted on either court at any time.
- 3. Climbing the fence is not permitted.
- 4. All members are required to clean up their trash and debris before leaving the courts.
- 5. No equipment is to be left on the courts unattended.
- 6. The courts must be used for their intended purposes only. Basketball and Tennis courts use is restricted to those sports. The multipurpose court has been made available for street hockey, inline skating, skateboarding, and the like.

#### **Tennis Courts**

- 1. Only those playing tennis are permitted on the tennis court.
- 2. Children 12 years and younger must be accompanied by an adult to use the tennis court.
- 3. Playing time is limited to one (1) hour when others are waiting.
- 4. Sneakers/tennis shoes are the only acceptable footwear permitted on the tennis courts.
- 5. NO animals or other objects such as bikes, street hockey sticks, roller skates/blades, skateboards, etc. are permitted on the tennis courts.
- 6. In order to ensure security and proper maintenance of the tennis courts, a combination lock has been installed. Homeowners are provided with a code to the lock for entry. Gate MUST be locked upon leaving the court.

Any Association member, including their children or guests, found breaking the Court Rules will result in revocation of privileges and potential fines.