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**HOMEWOOD OAKS TOWNHOUSE ASSOCIATION  
DECLARATION OF MUTUAL COVENANTS,  
CONDITIONS, RESTRICTIONS AND BY-LAWS**

**Revised and Amended August 2024**

***ARTICLE I  
HISTORY AND PURPOSE***

THIS DECLARATION, was made the 10th day of October, 1991, by the HOMEWOOD OAKS TOWNHOUSE ASSOCIATION INC., which is a Pennsylvania nonprofit corporation having its principal place of business in Loyalsock Township, Lycoming County and Commonwealth of Pennsylvania (hereafter referred to as "THE ASSOCIATION".)

"THE HOMEWOOD OAKS" subdivision plan had previously been owned and developed by the Homewood Development Corporation with Declaration of Covenants, Conditions and Restrictions for Homewood Oaks, duly recorded in the office for the recording of deeds in and for Lycoming County in Deed Book 1026 Page 50. All lots described in the Homewood Oaks subdivision have been transferred, sold, and conveyed by Homewood Development.

THE ASSOCIATION desires to continue to provide for the preservation of the values and amenities in the Homewood Oaks Plan, and for the maintenance of common lands and facilities. The Homewood Development Corporation also transfers the property included in the Homewood Oaks Plan to the Mutual Covenants, Conditions, Restrictions and By-Laws as set forth in this Declaration.

THE ASSOCIATION believed it desirable for the preservation of values and amenities in this community, to create an agency, to which will be delegated the powers of 1.) maintaining and administering the community facilities, 2.) administering and enforcing the Covenants and Restrictions, and 3.) levying, collecting and disbursing the assessments and charges generated by this community.

THE ASSOCIATION has incorporated under the laws of the Commonwealth of Pennsylvania, as a nonprofit corporation, Homewood Oaks Townhouse Association, with the Bureau of Corporations on October 17, 1990, for the purpose of exercising said functions in lieu of developers previous role as such.

AND NOW, by signature of ninety (90) percent of the property owners, or by the appointed Attorney-In-Fact, said owners agreed to change said Covenants and Restrictions in part and THE ASSOCIATION declared that the real property known as HOMEWOOD OAKS shall be subject to the Covenants, Conditions, Restrictions, Easements, Charges and Liens hereafter set forth.

## **ARTICLE II DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration shall have the following meaning;

**Assessment(s)** shall mean and refer to a Unit's individual share of the anticipated expenses of the Association for each fiscal year as reflected in the budget adopted by the Board of Directors for each year.

**Association** shall mean and refer to HOMewood OAKS TOWNHOUSE ASSOCIATION.

**Board of Directors or Board** shall mean and refer to the governing body of the Association and includes the Officers and Unit Directors, each elected by the Members of the Association for a term of two (2) years.

**By-Laws** shall mean and refer to those rules which pertain to the Association created for the subject property of this Declaration and includes such amendments thereof as may be adopted from time to time.

**Common Areas** shall mean and refer to those areas of land shown as such on the recorded subdivision plan of The Properties as "open area" and "private road," and shall include all roads and storm and sanitary sewers until accepted by Loyalsock Township or the appropriate Authority.

**Covenants** shall mean and refer to promises to engage in or refrain from specified actions between The Association and Owners.

**Declaration** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Homewood Oaks Townhouse development and all amendments thereto.

**Lot** shall mean and refer to any plot of land shown on a recorded subdivision plan of The Properties, but shall not include the common Areas as herein defined.

**Member** shall mean and refer to all those owners who become members of the association upon purchase of property in this development.

**Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgage or holder acquires title to the Lot.

**Party Fence** shall mean and refer to any fence situated, or to be situated on the boundary line between adjoining Lots.

**Party Wall** shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining Lot, situated or intended to be situated, on the boundary line between adjoining Lots.

**Properties** shall mean and refer to all properties, both Lots and Common Areas, as are subject to the declaration as a result of the original filing.

**Unit** shall mean and refer to a single townhouse within the Homewood Oaks Development.

### ***ARTICLE III ORGANIZATION***

**Section A** **Membership.** Every person who is a record owner of any property, as defined in Article II of the Declaration, is a member of the Association.

**Section B** **Voting Rights.**

1. One Home - One Vote. Members are entitled to one vote for each Home in which they hold the interest required for membership by Section A. When more than one person holds such interest in any Home, the vote of all such persons will be exercised as they among themselves determine, but in no event will more than one vote be cast with respect to any such home.

2. Dual Ownership. When more than one person holds the required Home ownership for a membership, the vote will not be divided but will only be exercised as a unit. If the lot owners cannot agree on their vote, the vote will be lost.

**Section C** **Meetings.**

1. Location. Meetings of the membership will be at the property or at such other place in Lycoming County, Pennsylvania, as may be determined by the Board of Directors.

2. Majority Vote. Every question presented at a meeting will be determined by a majority vote of those present, unless by express provision of statute, these by-laws, or the Declaration, a different vote is required, in which case such express provision will govern and control the decision on such question.

3. Notice of Meetings. It will be the duty of the Board of Directors to distribute a notice not less than ten days nor more than sixty days before each annual or special meeting, stating the purpose, the time and place thereof to each Member of record and addressed to him/her at his/her unit, if occupied, and if not, then addressed to him/her at such place as is known to be a currently good address.

4. Proxy. Members may be represented at any meeting by proxy. Every proxy will be in writing, signed by the Member, and filed with the Secretary. The holder of such proxy will have the right to vote at a meeting or to sign a written consent.

5. Quorum. The presence, either in person or by proxy, of thirty (30%) percent of the Members will constitute a quorum except as otherwise provided in the Declaration of these By-laws. A quorum present at the beginning of the meeting will constitute a quorum for the whole meeting. In the event a quorum is not present, the Members present may temporarily adjourn the meeting to a time more than forty-eight (48) hours from the time at which the original meeting was held.

6. Regular Meetings. There will be two meetings, one in May and one in October, in each calendar year for the transaction of any business concerning the Association and/or the Property. The Officers and other Board members for the following year(s) will be elected at the October meeting.

7. Special Meetings. It will be the duty of the President or President's Committee to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by fifty-one (51%) percent of the Members. The notice of any special meeting will state the time, place and purpose thereof. No business will be enacted at a special meeting except as stated in the notice unless with the consent of a majority of the Members present, either in person or by proxy.

8. Written Consent. Except as may otherwise be provided by statute, Articles of Incorporation or the Declaration, any action required to be taken at a meeting of Members or Board of Directors may be taken without a meeting if a consent or consents in writing setting forth the action to be taken, will be signed by all the Members or of the Board of Directors who would be entitled to vote at a meeting for such purpose and will be filed with the Secretary of the Association.

## **Section D    Governance (Officers, Board & Duties, etc.)**

1. Officiating Structure. The business, operation and affairs of the Association will be managed on behalf of the members by a board of resident owners in the Homewood Oaks Townhouse Association, in compliance with and subject to the Declaration and the By-Laws. Such board is herein and in the Declaration called the "Board of Directors", (hereafter referred to as "Board"). The board will include the Officers and Unit Directors, each elected by the Members of the Association, for a term of two (2) years.

2. The Officers will be:

a. A President or a President's Committee consisting of two or three members, who will be the chief executive officer(s) of the Association and will have general charge and supervision over, and responsibility for, the business and affairs of the Association. Unless otherwise directed by the Board, all other officers will be subject to the authority and supervision of the President or President's Committee. The President or President's Committee may enter into and execute in the name of the Association contracts or other instruments in the regular course of business or if not in the regular course of business those which are authorized, generally or specifically, by the Board. He/They will have the general powers and duties of management usually vested in the office of the president of a corporation.

b. A Secretary who will cause notices of all meetings to be served as prescribed by the By-Laws and will keep or cause to be kept the minutes of all meetings of the Members and the Board. The Secretary will perform other duties and will possess such other powers as are conducive to that office as are assigned by the President or President's Committee or the Board.

c. A Treasurer who will have the custody of the funds and securities of the Association and will keep or cause to be kept regular books of account for the Association. The Treasurer will perform such other duties and will possess such other powers as are necessary to that office or as will be assigned by the President or President's Committee or the Board. All checks representing payment on behalf of the Association will be signed by the Treasurer, Assistant Treasurer or other Authorized Officer in amounts not to exceed five hundred (\$500.00) dollars. Amounts of five hundred (\$500.00) dollars and above must be signed by two authorized Officers. Any other financial accounts of the Association can only be withdrawn, transferred or changed by the written execution of two officers or as appointed by the Board from time to time, and all such depository agreements or the like will reflect such requirements.

d. (1) An Assistant Secretary with duties delegated by the Secretary.

(2) An Assistant Treasurer with duties delegated by the Treasurer.

e. The person(s) elected as President or President's Committee will only hold that position and no other in the Association. The persons holding the positions of secretary or treasurer may be separate individuals or one person and may hold any two elected offices.

3. Powers and Duties. Subject to the limitations and restrictions contained in the Declaration and By-Laws, the Board will on behalf of the Members have all powers and duties necessary to administer and manage the business, operation and affairs of the Property, for the collective benefit of the Members. Such powers and duties of the Board include, by way of illustration, but are not limited to, the following...

a. The operation, maintenance, repair and improvement of the common areas;

b. The power to estimate and adopt an annual operation budget and to make assessments against the owners and to provide for the collection of same and from the Members according to their respective obligations;

c. The notification, distribution and enforcement of the Rules, subject to the rights of a majority of the Members to change any such rules;

d. The power to engage and dismiss employees and to appoint and dismiss agents necessary for the management of Homewood Oaks Townhouse Association;

e. The power to enter into and perform under contracts and any amendments thereto or replacements thereof, deeds, leases and other written instruments or documents on behalf of the collectivity of members and to authorize the execution and delivery thereof by its officers or assistant officers.

f. The opening of bank accounts on behalf of the Association and designate the signatures thereof;

g. The obtaining of insurance;

h. To bring, prosecute, defend and settle litigation for and against itself, the Association and the property, and to pay any adverse judgment entered therein provided that it will make no settlement which results in a liability against the Association, the members of the property in excess of five hundred (\$500.00) dollars without the prior approval of the majority of

Members;

i. To keep adequate books and records;

j. The power to establish an Emergency, (or Contingency), fund to be utilized at the discretion of the board as partial or full payment of unforeseen or emergency expenses;

4. Removal of Members of the Board. At any regular or special meeting of the Members, any one or more of the Board (Members may be removed and replaced by the Members at any time and from time to time), may be removed with just cause by a majority vote of the Members and successors may then or thereafter be elected by a majority vote of the Members to fill the remaining terms of this individual. Any Member of the Board whose removal has been proposed by the Members will be given an opportunity to be heard at the meeting.

5. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Member thereof by a vote of the Members, will be filled by a vote of a majority of the remaining Members of the Board, even though less than a quorum, promptly after the occurrence thereof, and each person so elected will be a Member of the Board for the remainder of the term so filled.

6. Meetings of the Board. Meetings of the Board may be held, without call or notice, at such times and places as the Board may from time to time determine.

7. Quorum of the Board. A majority of the Board will constitute a quorum at any meeting of the Board, and the act of a majority of the Members at a meeting at which a quorum is present will be the act of the Board. If less than a quorum is present at any meeting, a majority of those present may adjourn the meeting from time to time, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

8. No compensation of Members of the Board. No Members of the Board will be compensated for acting as such.

9. Qualifications of board members. No nonresident owner will be qualified or permitted to serve on the Board. Nonresident will mean a person or entity not actually residing in the Homewood Oaks Townhouses.

**Section E      Fiscal Management**

1. Fiscal Year. The fiscal year of the Association will begin on the first day of January of each year.
2. Accounting Methods. Books and accounts of the Association will be kept by or under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within a reasonable time after the close of each fiscal year, but not later than March 1st, the Board will furnish the Members with a reasonable detailed statement of the income and disbursements of the Association for such prior fiscal year.
3. Proposed Budget. With respect to each fiscal year and prior to January 31st, the Board will cause an annual budget to be prepared based on its estimation of the ensuing annual expenses. This annual budget for the current year will be distributed to the membership.
4. Assessments. If at any time during the course of any fiscal year the Board will deem existing monthly assessments to be inadequate by reason of revision in its determination of needs, the Board will prepare a revised estimated annual budget for the balance of such fiscal year, and monthly assessments thereafter will be determined and paid on the basis of such revision, except as limited by the Declaration.
5. Annual Audit. By April 30th of each year, an audit of the Association books will be completed by a committee of three (3) homeowners, (not currently on the board), and a report issued to the board by May 15th.

**Section F      Establishment of Reserves**

The Association shall establish and maintain...

1. A checking account
2. A Contingency Savings Account
3. CD account
4. Other accounts as deemed necessary

**Section G      Finance**

1. Monthly Assessments. The Association will be financed by contributions from members in such amount as may be fixed at a rate for all lots from time to time by the Board.
2. Monthly Assessment Increase Limit. The monthly assessment may be increased each year not more than ten (10) percent above the maximum assessment for the previous year, without a vote of the membership.

3. Monthly Assessment Increase Above Limit. The monthly assessment may be increased above ten (10) percent by fifty-one (51) percent vote of each Owner affected thereby, voting in person or by proxy, at a meeting duly called for this purpose.

4. Monthly Assessment Decrease. The Board of Directors may fix the monthly assessment at a lesser amount.

5. Monthly Assessment Due Date. The monthly assessments provided for herein shall be due and payable on the first day of the month.

## **Section H Assessments for Capital Improvements**

1. Special Assessments. The Association may levy in any calendar year a special assessment which must be fixed at a uniform rate for all Lots, applicable to that year only for the purpose of defraying, in the whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements upon the Common Areas, including the necessary fixtures and personal property related thereto. Any such assessment shall have the assent of fifty-one (51) percent of the members voting in person or by proxy at a meeting duly called for this purpose. Written notice for such meeting, specifying its purpose, shall be sent to all Members not less than thirty days no more than sixty days in advance of the meeting.

2. Quorum Required for Assessment Actions. The quorum required for any action authorized by Section H 1 shall be in accordance with Article III Section C 5.

3. Special Assessments Due Dates. The date when any special assessment shall be due and payable shall be fixed in the resolution authorizing such assessment.

## **Section I Nonpayment of Assessments**

1. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessments which are not paid when due will be delinquent. Any assessment which remains unpaid ten (10) days after the due date will be subject to a late charge of twenty-five (\$25.00) dollars per day, beginning on the 11th day after the due date and every day thereafter. Within the ten (10) day grace period, described above, the Treasurer may, but is not obligated to, notify any owner whose assessment has not been received by the due date. An owner whose assessment is subject to the twenty-five (\$25.00) dollars per day late charge may request a waiver of all or a portion of the late charges, but such request must be presented in writing to the Board, who shall have sole and final discretion in considering the waiver request. The Association may bring an action at law against the

owner personally obligated to pay the same or may foreclose the lien against such owner's Lot, including interest, costs and reasonable attorneys' fees of any such action.

2. **Non-waiver of Assessments.** Regular assessments and capital improvements assessments established by the Association will be established and apportioned by the Association as more fully set forth elsewhere in this Article. Assessments will be apportioned at a uniform rate among owners, without regard to the owners use of common areas, vacancy, dissatisfaction of services, or otherwise.

## ***ARTICLE IV ASSOCIATION RIGHTS***

### **Section A    General Association Rights** including but not limited to...

1. providing for the commonwealth of the residents
2. enforcing this Declaration of Mutual Covenants, Restrictions and By-Laws
3. entering into contracts as needs arise
4. levying and collecting assessments
5. making required capital improvements

### **Section B    Easements and Rights-of-Ways**

Perpetual easements in general for the installation and maintenance of sewer, water, gas, electric, telephone, television and drainage facilities, for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility company ultimately operating such facilities are reserved over the Common Areas, and no building or structure shall be erected over any such facility. Each Lot shall be subject to an easement in general in and over such Lot for the installation of electric, gas, telephone, television and other electronic facilities.

## ***ARTICLE V ASSOCIATION RESPONSIBILITIES***

### **Section A    Care and Maintenance of Common Areas** It will be the responsibility of the Association to undertake reasonable efforts to maintain the common areas on behalf of the homeowners, including, but not limited to, the following:

Lawn care, landscaping, repair and maintenance of parking areas and road ways, repair and maintenance of sidewalks, repair and maintenance

of outdoor lighting, trimming of common area trees and landscaping, snow removal and garbage removal.

**Section B Care and Maintenance of Unit Owner Areas** It will be the responsibility of the Association to offer limited assistance to homeowners with regard to maintenance of homeowner areas, as follows:

Lawn care, landscape trimming, snow removal from sidewalk and driveways, garbage removal.

## ***ARTICLE VI MEMBERS RIGHTS***

**Section A General Members Rights** including but not limited to . . .

1. Privacy
2. The quiet enjoyment of their property
3. Having voting rights
4. Attending Association Board meetings
5. Being heard at Association meetings
6. Receiving the services provided by the Association

**Section B Use of Common Areas** – Subject to the terms of these By-Laws, members and their guests will have reasonable access to the common areas, subject to the rights of others in those same areas.

**Section C Parking Rights** – Each lot will enjoy the use of parking areas for not more than two (2) vehicles, accessible by common area private road. Those parking areas will be maintained by the Association for the exclusive use of the owner of the lot on which they are situated.

## ***ARTICLE VII MEMBERS RESPONSIBILITIES***

**Section A Members Conduct** Members are required to conduct themselves with due regard for the rights of others and in a manner which does not interfere with the quiet enjoyment of the life of other owners.

**Section B Regular and Capital Improvements Assessments** It will be the responsibility of members to pay the Association such regular assessments and assessments for capital improvements as may be established from time to time. Payment for assessments will be made promptly, at such times when may be established by the Board from time to time. Members who fail to pay assessments on a timely bases will be

subject to such interest and late fees as the Board may establish, from time to time. In the event that any member may fail to make payment of any assessment as required, the Association, upon approval by the Board may undertake litigation pursuant to applicable Pennsylvania law to collect the assessment due, together with interest, late charges, filing fees and reimbursement to the Association for reasonable and actual attorney fees paid by the Association in connection with the action.

## **Section C Insurance**

1. Homeowner Insurance. Each Owner shall carry fire, extended coverage and hazard insurance in an amount equal to the full insurable replacement cost of his or her Unit, as well as comprehensive general liability insurance. The minimum liability limit recommended by the Association is one million (\$1,000,000.00) dollars. Such insurance shall be effective as of the date of the transfer of the Deed to the Owner.
2. Proof of Insurance Each lot owner will provide to the Association a Certificate of Insurance evidencing coverage's consistent with these By-Laws yearly on the anniversary date of said policy.
3. Actions affect Insurance. No one may permit or suffer anything to be done or kept upon the property which will increase the rate of insurance on the property or on the contents thereof.

## **Section D Architectural Maintenance & Repair of Properties.**

1. Exterior Changes. No building, fence, wall or other structure of any kind shall be commenced, erected, or maintained upon The Properties, nor shall any exterior addition to or change or alteration thereto be made until, plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relating to surrounding structure and topography by the Board of Directors of The Association, or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to the Board, approval will not be required and this Article will be deemed to have been fully complied with.
2. Repairs and Alterations: No building, dwelling or other structure shall be altered, repaired or replaced except with the prior approval of the Board. No Owner may alter or modify in any way the outside of their Unit or install outside their Unit any structure or addition of any kind whatsoever, including exterior changes such as doors, shutters, all windows (must have grids), window air conditioning units, fans of any kind

or siding. Any replacement of siding must be 4" in height front and back. The siding on the back of the Unit must be the same color it is now and the proposed siding for the front must be approved by the Board. Painting any siding is not permitted. All storm door replacements must be full view storm doors.

3. Awnings and Canopies. Awnings and canopies are permitted. No awning or canopy may be installed on the front of a Unit. The awning or canopy must be of high quality, with non-corrosive supports and accents and must be approved by the Board. Wall mounted patio and deck canopies may not project any further than eight (8) feet.

4. Owners responsibility to maintain, repair and replace. Each Owner shall maintain, repair and replace, at their own expense, all portions of their Unit as are separate and private to it and to them. Each Owner shall be responsible for damage to any other unit caused intentionally, negligently, or by failure to properly take care of their own Unit, whether or not the fault is of the owner personally and/or any other occupant of their Unit. If any Owner shall fail to maintain, repair or restore a Lot, dwelling or structure, The Association may bring an appropriate legal action to compel the Owner to perform his obligations under this covenant, or alternatively, to require conveyance of the property to The Association at its then value, less the cost (including a reasonable attorney's fee) incurred by The Association in such action.

## ***ARTICLE VIII*** ***USE RESTRICTIONS***

**Section A** **Animals.** No animals, livestock or poultry of any kind will be raised, bred, or kept on any lot on the Property except that dogs, cats, or other domesticated household pets may be kept. No more than two (2) pets in the aggregate may be kept on any such lot, and said pets must be housed indoors, and conform to all local ordinances and regulations, and not constitute a nuisance, disturbance or hazard to others. A permitted pet will not be at large and will be leashed when outside the unit of its owner and will be walked in designated areas and all droppings must be picked up immediately and disposed of in a sanitary container, by the person in control of such pet. The Association will have the right to assess against an owner who keeps a pet, the fair and reasonable expenses of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

**Section B** **Annoyance, Nuisance, Noise, Etc.** No parties or gatherings may be held in any common area or parking lot without approval by the Board. No noxious or offensive activity will be carried on in any unit, nor will anything

be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including the use of musical instruments, TV or sound equipment at such times or in such volumes of sound as to be objectionable or which will obstruct or interfere with the rights of others or annoy them by unreasonable noises or otherwise. No one may commit or permit any nuisance or commit or suffer any immoral or illegal act to be committed anywhere in or upon the property. The decision as to whether any activity is noxious or offensive will be decided by the Board as it may elect to make such a decision.

**Section C** **Antennae.** No radio, television or similar tower shall be erected on any Lot or attached to the exterior of any dwelling without the consent of the board. Satellite dishes for cable are permitted.

**Section D** **Business.** No business/trade of any kind is allowed on/in any Lot or Unit.

**Section E** **Electrical Wiring.** No one may overload the electrical wiring or make any alterations in the building or operate any machinery, appliance, accessories, or equipment in such a manner as to cause any disturbances, felt, seen or heard.

**Section F** **Fences, Walls, Hedges, Etc.** No fence of any kind, wall, hedge, or similar structure will be placed, erected or maintained anywhere on the property without the written consent of the Board.

**Section G** **Garbage and Rubbish.** No burning will be permitted. Trash, garbage, and other waste will be kept in sanitary containers only. Such containers should be kept in the garage and placed outside on garbage removal day. The removal of such garbage and rubbish will be the obligation of the Association.

**Section H** **Garage and Yard Sales.** No tag, garage or yard sales may be held on property.

**Section I** **Garages.** Residential garages shall at all times be used for the garaging of automobiles and shall be kept clear for such use. No such garage may be rented or subleased except with the approval of the Board.

**Section J** **Gas Appliances.** The installation of gas appliances within the owner's home and the installation of exterior propane gas tanks may be allowed, provided that all building codes, permits and all fire codes are met. The propane tanks must be concealed with shrub plantings or enclosures. Prior approval by the Board of Directors must be obtained.

**Section K Laundry Lines.** Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer (not more than seven (7) feet high) may be used in the rear yard of each dwelling (retractable lines may also be used) on days other than Sundays and legal holidays. Such lines may only be used from dawn to dusk and will be removed when not in use.

**Section L Lawn Ornaments, Decorative Items.** Seasonal and holiday decorations are permitted if they are reasonable in number and are removed in a timely manner. No decorative items, flags or banners should be placed in a location that would impair lawn care or snow removal activity.

**Section M Motor Homes, Campers, Trailers, Boats, Etc.** No motor homes, campers, trailers, boats, tents, storage sheds or other structure shall be located, erected or used on any Lot, temporarily or permanently.

**Section N Motor Vehicles.** No motor vehicle other than a private passenger type will be stored or parked in the parking area or parked on the property. This includes commercial vehicles and recreational vehicles. Each unit is limited to the permanent parking of two (2) vehicles on the premises for purposes of service or hobby, such as tearing down or putting together motor vehicles other than changing oil and washing the same. There will be no storing of any old, junked, hobby-type or abandoned vehicles on the premises.

**Section O Property Use.** No Lot will be used for any purpose other than as (A) a private dwelling for the Member and his immediate family, or (B) a private dwelling occupied by the Member or a person who is related by blood or marriage to the Member, plus no more than one (1) other person who is not related by blood or marriage to the member, and is subject to all provisions with respect to use and occupancy and presence on the property applicable to the Owner themselves.

**Section P Rentals Prohibited.** There will be no rental or subleasing of any unit. Also, room rentals are not permitted.

**Section Q Roof Replacement.** The Homewood Oaks Townhouse Association Board requires that all roof replacements be of the accepted style, material and color. That shingle is: Heritage by Tamco, Series 30R (AR), Color: Rustic Redwood.

**Section R Signs and Flags.**

1. No sign of any kind, temporary or permanent, may be placed or erected on any property with the exception of a realtor's sign or for sale by owner sign advertising that the property is for sale.

2. No flags or banners may be hung at the front or rear of any property with the exception of the American flag or the small decorative flags contained in the mulched areas.

**Section S      **Stoops, Bushes, Shrubs, Hedges and Flowers.****

1. **Stoops.** Only lawn furniture and container flowers are permitted on front stoops.
2. Owners are responsible for all bushes, shrubs, hedges and flowers located within their property lines and are, therefore, responsible for the removal/replacement of any bushes, shrubs, hedges and flowers on their property.
  - a. The routine maintenance/trimming of each is the Association's responsibility, which is part of the association fees.
  - b. Replacement/installation of bushes, shrubs, hedges, and flowers requiring a change in the size, shape, and design of the existing beds require Board approval.
  - c. Any Owners who have utility boxes on their property must allow an opening for maintenance of the box. If any landscaping must be removed by the utility company, the Owner is responsible for necessary repair and/or replacement according to the Utility Company regulations.

**Section T      **Storage.**** No articles or personal property belonging to any owner will be stored in any portion of the Common Areas without the proper written consent of the Board.

**Section U      **Other Regulations.**** The Board may adopt such rules and regulations concerning use, occupancy or other matters, including provisions for reasonably limiting or suspending certain rights and/or privileges as it deems appropriate, and may alter such rules and regulations as from time to time it may determine.

**Section V      **Violations**** Violators of any of the rules, including covenants, will be assessed a fine of twenty-five (\$25.00) dollars per day for each and every day they are in violation. A monthly statement will be sent to the owner. If the assessment is not paid, a lien will be placed on the unit. The owner is totally responsible for meeting all requirements of the By-Laws. Violation of any rule or regulation of the Board and/or of any provision of the Declaration and/or hereof will give the Board or any representative acting on its behalf in addition to any other rights, the rights also:

- a. To enter the lot on which, or in connection with, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, person, creature and/or condition that may exist therein contrary to the intent and meaning hereof without being guilty of trespass or wrong otherwise.

b. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

c. To levy as an assessment or charge as a common expense against any owner an amount equal to damages so sustained plus costs of suit and reasonable attorneys' fees by virtue of such Owner's committing and/or permitting such violation upon finding thereof by the Board.

## ***ARTICLE IX*** ***PARTY WALLS AND OVERHANGS***

**Section A** **General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall which is built as part of the original construction or the improvements upon The Properties and any replacement thereof.

**Section B** **Overhangs.** In the event that any portion of any structure, as originally constructed by the Developer, including any wall, roof, fence, overhang or other structure shall protrude over an adjoining lot or over the Common Areas, such structure shall not be deemed to be an encroachment thereon. Neither the Owners affected nor the Association shall maintain any action for the removal of such structure, and it shall be deemed that said Owners or the Association have granted perpetual easements to use, maintain or replace the structure.

**Section C** **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

**Section D** **Weatherproofing.** Notwithstanding any other provision of this Article, any Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section E** **Right of Contribution Runs With Land.** The right of any Owner to contribution from any other Owner under this Article shall be attached to the land and shall pass to such Owners' successors in title.

**Section F** **Dispute.** Any disagreements between members should be resolved by majority vote of the Board as part of regular Board responsibilities.

## ***ARTICLE X***

## ***AMENDMENTS***

These By-Laws may be amended or modified at anytime, or from time to time, by the action or approval of fifty-one (51%) percent of the owners.