

ARTICLE I: RESOLUTION

1. Be it resolved that this resolution enacting the within Policies and Standards together with the Mutual Ownership Contract and the By-Laws shall govern the management of Fulmor Heights Home Ownership Association.
2. If this resolution conflicts with any prior resolution of the Policies and Standards adopted by the Board of Directors, then this resolution enacting the within Policies and Standards shall take precedence. It may only be amended by the Board of Directors.
3. The term “Association or Community” as used in this resolution shall mean the Fulmor Heights Home Ownership Association.
4. The term “Member” in this resolution shall mean the Member(s) named on the contract or those individuals whose signature appears on the contract (the “Member” Contract”).
5. Any conflict between the Association’s Articles of Incorporation, Bylaws or Policies and Standards shall be resolved with the Articles taking precedence over the Bylaws and the Policies and Standards and the Bylaws over the Policies and Standards.

ARTICLE II: MISSION STATEMENT

Vision: We envision a community that offers a desirable place in which to live and enjoy the benefits of family, friends and community.

Mission: Our mission is to enhance a sense of community through effective and efficient management; enforcement of rules and covenants to preserve property values, and support initiatives and capital improvements that benefit the community.

Values: In all our activities to achieve our vision and mission we value integrity, fairness, consistent firmness and common sense, community participation, respect, cooperation and sense of community

ARTICLE III: THE ORGANIZATION OF THE ASSOCIATION

- **BOARD OF DIRECTORS**
- **MANAGER**
- **ASSOCIATION STAFF**

BOARD OF DIRECTORS

The ultimate responsibility for management of the Association rests with the Board of Directors as more fully set forth in the Association Bylaws – the Board of Directors has elected to delegate the day to day management to its Manager.

In addition, the Board of Directors is responsible for annually approving a budget before the end of the fiscal year. The Board shall operate within the approved budget or, as necessary within its sole and absolute discretion, amend any approved budget for any unanticipated income or expenses. The Board is also responsible for ensuring that the Association maintains adequate insurance, including but not limited to liability insurance, property insurance and Director and Officer Liability insurance.

The Board of Directors is responsible for approving or rejecting all applications for membership presented by the Manager.

MANAGER

1. The Manager's responsibilities shall include, but are not limited to:
 - In consultation with the Board of Directors, hire, manage, and terminate all employees of the Association. The Manager will organize, prioritize, schedule and supervise all tasks to be performed by all office employees.
 - Act as liaison and to facilitate communication between the employees, the Board of Directors and the community as a whole.
 - Act professionally at all times in a manner that is beneficial to the Association.
 - Supervise the collection of Association funds.
 - Make purchases up to \$3,500.00 in the open market after inquiry, as he/she deems necessary to insure price, quality and quantity, implement contracts with vendors subject to the provisions of the Policies and Standards.
 - Supervise the payment of all taxes and invoices in a timely fashion.
 - Prudently invest Association funds as required by the Association's Bylaws and directed by the Board of Directors
 - Oversee the purchase and sale of memberships.
 - Prepare the annual budget

2. The Manager's responsibility shall be to the Board of Directors as a whole. The Manager is not required to follow instructions or orders issued by individual Members of the Board of Directors unless in the case of an emergency.

3. The staffs' responsibility shall be to the Manager; they are not required to follow instructions or orders issued by individual Members of the Board of Directors unless in the case of an emergency.

4. Contracts may be awarded to the lowest bidder as to price, except where an award to a bidder other than the lowest in price is clearly advantageous for standardization, economy, contractor availability or proven quality of work.

5. Where awards are made without competition or to other than the lowest bidder, a report of the same shall be made to the Board of Directors.

ASSOCIATION STAFF

1. The administrative and facilities staff of the Association shall consist of such positions as are determined necessary by the Board of Directors and shall be employed at wages established by the Board of Directors.

2. Association staffs are employees of the Association and not of individual Members. Members are not to direct the work of Association staff. The mechanism for filing complaints regarding staff is contained within these Policies and Standards. Members are expected to utilize this procedure exclusively.

3. As need arises, additional help may be added as temporary employees. Prior authorization of the Board of Directors will be required before such employees may be hired. Temporary

employees shall be considered per diem employees and, absent a Board of Director decision to the contrary, shall not be entitled to sick time, vacation leave, health benefits or other benefits afforded permanent, full-time employees.

COMPLAINTS ABOUT THE STAFF

The Association will not tolerate inappropriate behavior, malicious activity or harassment by any Member directed toward an employee. If the situation warrants, the Association will report any undue activity to the proper legal authorities. The Association will use any and all legal means available to eliminate injustices that a Member imposes on employees. If the Member engaging in such activity is proven to be legally wrong the Member will be subject to immediate termination of their Membership contract and will be responsible for all attorney fees, court costs and all other costs incurred by the Association while in the process of terminating the Member's contract.

1. If a Member of the Association has a complaint about the staff or the Board, the complaint must be in writing and given to the Manager or the Board of Directors. The complaint should contain the following information:
 - a. The nature of the complaint.
 - b. What happened?
 - c. Where it happened.
 - d. When it happened.
 - e. Names of people who can verify the incident. (If possible)
 - f. Name & address of Member filing complaint

2. If more information is needed, the Board may call upon the Member making the complaint to further explain. If the Board finds the staff Member to be in the wrong, the Board will take an appropriate action to remedy the situation. After the matter has been addressed with the employee, the Board will provide the complaining Member a written response within five (5) working days. This response will state that whether issue was corrected or has been found to lack merit, no further information will be made available.

ARTICLE IV: GENERAL POLICIES & STANDARDS

1. All correspondence between a Member and the Association must be in writing for an action to be taken by the Manager or Board of Directors.

2. Disregard or violation of the Policies and Standards, Bylaws and/or Articles, are subject to the imposition of a fine at the sole discretion of the Manager or termination of the membership within the sole discretion of the Board of Directors. Repeat violations are subject to additional fines. The member is responsible to pay any costs incurred by the Association, including attorneys' fees, and may lose privileges and/or be subject to eviction in addition to any other action the Board of Director determines to be necessary to prevent the violation in the best interest of the Association.

4. The Membership Contract provides that members must comply with the Policies & Standards as they exist today and may be amended in the future. A Member taking exception to any amendments of the Policies and Standards, adopted after execution of his/her membership contract, may give written notice of objection within thirty (30) days of the amendment being

delivered to their dwelling unit or the amendment being placed in the Association's newsletter.

- 4 The Board of Directors may grant a one (1) time waiver to the strict compliance of the Policies and Standards if they determine that the strict enforcement of the provision will not harm the Association and is not contrary to the spirit of the Policies and Standards. The existence of a Policy and Standard does not ensure that a Member request will be approved by the Board of Directors. The decision of the BOD is final.
- 5 Members must comply with all Upper Moreland Township codes and ordinances, all Pennsylvania and Federal laws.
6. The use of any unregistered, unlicensed, non-street legal motorized vehicles on FHHA property is prohibited.
7. Dumping and burning of any type are strictly prohibited within the boundaries of Fulmor Heights.
8. Discarded appliance and bulk item pick-up service is provided by Upper Moreland Township. A permit is required and can be purchased at the Township building. Members are to comply with all Township requirements regarding same.
9. Anyone caught vandalizing FHHA's property will be prosecuted to the fullest extent of the law whether the offender is a juvenile or an adult. If a juvenile, the Board will hold his/her parents responsible. If an adult Member, a relative or a guest of the Member, the Member will be held accountable for repairs or loss of property. The Board may choose to review the circumstances and vote to terminate the Member's contract.
10. Members are prohibited from driving or parking to make personal access lanes anywhere within the community. To protect the aged infrastructure, driving and/or parking any vehicle on any grassy surface in the Association is prohibited.
 - a. An exception may be granted to Members utilizing the pavilion area.
 - b. Members requesting an exception from this policy must obtain Board approval.
 - c. To avoid fines, all exceptions must be in a writing confirming the use, issued by the Association, and on file in the Member's individual Association file.
11. Any Member's use that is currently prohibited but was properly approved or previously in compliance with Association Policies and Standards, is "grandfathered". Members "grandfathered" use terminates immediately upon any change of membership. "Grandfathering" exists to include but not limited to, sheds, fences, hedges etc., only until a new contract is written on the dwelling unit.
12. No advertising signage, mailers (hand-delivered or otherwise) or door-to-door solicitation is permitted within Fulmor Heights. This rule is not applicable to Association advertising.
13. Non-standard items for which the Association does not assume responsibility for maintenance, repair or ownership are listed on page 19. This section applies to both existing units and additions to existing units.
14. If a Member is locked out during regular business hours, and staff has a key, as a courtesy, the Association will unlock the Member's door. If a Member is locked out after regular

business hours, and the facilities staff has a key to the unit, facilities will unlock the door, and the Association will assess a fee to the Member for the on-call service at its regular rates.

15. All Members will be mailed an annual questionnaire to obtain Member opinions on the state of the Associations' grounds, staff, management and the Board. If requested, the results will be made available to any Member
16. A list of all fees, fines and maintenance charges are subject to change and are prominently posted in the management office.
17. If during a routine Maintenance call, or Managers' inspection, intentional damage or woeful neglect is discovered and in need of immediate repair, a work order will be completed and the work will be performed and management reserves the right to charge the work to the member based on the nature of the damage or responsibility.

MEMBER IN GOOD STANDING

To be considered a "Member in good standing," Members must be current in their monthly payments and have had no late payments or have outstanding payment plans resulting from late payment or fines in the last twelve (12) months. Members who are not in good standing may not be nominated and/or serve on the Board of Directors or on any other official committee of the Association, exercise any transfer procedure, rent space in the recreational vehicle area and/or engage in any construction activity concerning the grounds, interior or exterior of their unit.

MEMBER DISPUTES

The Manager and the Board of Directors cannot become involved in complaints that are personal in nature; individual Members must attempt to resolve issues themselves.

A violation of an established Policy or Standard may warrant the intervention of the Manager and/or Board of Directors. Some issues may require the Member to file a report with local policing authorities, and the Association may request, from the Member, a photocopy of the incident report. For Manager/Board of Director Intervention the Member must detail, in writing, the situation, violation and person or persons involved as well as furnish any police forms.

A Member may request a meeting with the Board of Directors to air their grievance that Management has not been able to rectify.

ASSIGNED PRICES AND MONTHLY CHARGES

1. Monthly charges shall be determined by the Board of Directors. Increases and changes shall occur as conditions warrant.
2. Although all monthly charges are due and payable on the first day of each calendar month, the Association provides a ten (10) day grace period. To be considered current, monthly charges are to be paid by the 10th day of the month before 6:30 p.m., the close of the Association's business day. Any payments found in the Association drop box on the 11th day of the month will be considered late. Should the 10th of the month fall on a Saturday, Sunday or Holiday, payments will not be considered late until after 6:30 p.m. of the next scheduled Association work day. Payments received in the Association office will first be credited to

past due balances and must be made in the form of cash, personal checks, money order or bank check.

3. Members may apply in writing or request verbally to the Manager an exemption from a late charge where extenuating circumstances exist. The Member must agree to and enter into a structured payment plan. Should the Member default on the structured payment plan, the plan will become null and void. Late charges will be calculated from the date of the structured payment plan and added to the Members account.
4. The following procedure will be used for past due Member accounts that have not entered into a structured payment plan.
 - a. Accounts in arrears after the 10th day of the calendar month shall incur a late charge.
 - b. Accounts in arrears after the 10th day of the second month or any subsequent month shall incur an increased late charge.
5. A Member's payment records will be reviewed by the Board of Directors which may result in a vote for eviction if the unpaid balance is:
 - a. Equal to a total of three (3) months monthly charges
 - b. Due to an unpaid balance of ANY amount for three (3) sequential months.
6. All returned checks from the bank will be subject to the appropriate late charge plus any charges incurred by the Association from the bank. If a check is returned more than twice in 12 consecutive months, the Member will lose the ability to pay by personal check.
7. Work performed by the facilities staff for Members of the Association that is not required to be performed by the Association shall be directly chargeable to the Member for whom the work was done at the regular rates of the facilities employees as determined by the Board of Directors.

DEATH BENEFIT PLAN

1. Upon the death of a Member, all Members will each be assessed a mandatory death benefit in an amount determined by the Board of Directors. The account of the surviving spouse or the estate will be credited the amount collected (the "Death Benefit").

Exceptions to the Death Benefit are:

- a. A surviving spouse or heir taking receipt of the original membership will not be eligible for a Death Benefit payment until three (3) years have elapsed from the time of a previous death benefit.
- b. In the event the surviving spouse should re-marry, three (3) years must elapse from the date of the Member's remarriage before the new spouse would be eligible to receive a Death Benefit.
- c. New Members in the Association must be a Member of the community for three (3) years before they are eligible for the Death Benefit.

OCCUPANCY

Each Member is responsible for the care and maintenance of their unit and the area around including, but not limited to:

1. A new Member has the obligation as a part of the pre-contract signing inspection to identify, in writing, any repairs needed within the unit. The Association, through the Manager and Facilities Supervisor, will determine the validity of the repair(s) and the method of repair, at no charge to the Member. If requests for repairs are not made at that time, the repairs will become the responsibility of the Member.
2. A Member must keep the unit and the area around it in a safe, sanitary and orderly condition. Members may not use the dwelling unit yard as a storage facility or dump site. Storage exceptions will be made for lawn mowers, bikes, small children's outdoor riding toys and summer wading pools. Items such as, but not limited to motorized vehicles may not be stored on the exterior of the unit or a non-enclosed porch. Other recreational items can be stored at the Manager's discretion.
3. Portable basketball nets are to be pulled away from the curb when not in use. At no time are portable basketball nets allowed to be placed on common ground.
4. If a Member does not maintain the dwelling unit grounds, make interior and other repairs as necessary, the Association may perform work to bring the grounds or dwelling unit up to standard and charge back all costs to the Member.
5. The Member will furnish labor and material for care and upkeep of areas assigned to the dwelling including care of the lawn, shrubs, siding power washing and snow and trash removal.
6. The Member will be held responsible for any cost of repairing damage to the unit, the area around the unit or common areas as a result of negligence on the part of the Member, their family or their guests.
7. The Member, any residents of the Member's unit, or any guests of the Member shall not conduct any activity that disturbs the peace of the community, or that makes noise that may be heard in any other unit before 8:00 a.m. or after 10:00 p.m., or any activity that threatens or harasses any other Member, Member's family or guests, or employees of the Association.
8. Certain areas have been designated as trash pads and are clearly marked with signage.
 - Lawn and yard waste may be placed on the trash pads after 4:00 p.m. on Sunday or 4:00 p.m. the day before a rescheduled pickup.
 - Trash and recyclable containers may be placed on the trash pads after 4:00 p.m. on Monday or 4:00 p.m. the day before a rescheduled pickup. Members are prohibited from placing trash and/or recyclable containers out at any other time. Members in violation of this requirement will be charged the disposal fee in addition to any assessed fine(s).
9. The Association maintains master keys for original unit locks. A key for locks that have been changed by the Member must be presented to the Association Office within forty-eight (48) hours of a lock change. Should a Member fail to do so, the Association retains the right to access the unit without notice and change the locks.

10. The number of persons permitted to occupy each bedroom shall be governed by the occupancy limits as stated in the Pennsylvania code 6400.81.
11. If the Member, without permission from the Association, fails to maintain their principal residence at the dwelling unit covered by the Member contract by removing themselves and physically occupying any other residence for a period of no less than six (6) months in any twelve (12) month period, then membership shall be considered to be in violation of the contract.
12. Should the Member notify the Association in writing of their intent to leave for an extended period of time (two weeks or longer), the Member must include the name of a responsible person who will be monitoring their dwelling unit in their absence. If the Member desires, a maintenance technician will check the unit at least once a month for a flat fee at prevailing rates chargeable to the Member.
13. Any resident of a unit in Fulmor Heights Home Ownership Association has the obligation to comply with the Policies and Standards of Fulmor Heights. Only Members have the rights afforded by the Policies and Standards, Membership Contract and Bylaws. A non-member resident in violation of any Policies and Standards, Bylaws or the Membership Contract for the unit where the non-member resident is residing may be expelled from Fulmor Heights in the sole and absolute discretion of the Board of Directors and shall be afforded no rights available to a Member (including appeal or court eviction process). No legal notice is required. A non-member resident who has been expelled shall be removed from Fulmor Heights within forty-eight (48) hours of the date of the letter to the Member with whom s/he resides.

PET POLICY

Members who have signed contracts after September 1, 2015:

1. A maximum of two animals per household is allowed for humane, sanitary and health reasons and out of courtesy for the other members.
2. Only the pet(s) listed on the Member Information Form is authorized under this pet agreement.

All Members

No animals are permitted to be housed outdoors on a permanent basis. When animals are left outdoors for short periods of time, they must be restrained on a leash or confined and may not be let loose at any time. Animals that are confined outside for short periods of time and are creating a nuisance must be brought in immediately. Animals confined inside and are creating a nuisance to neighbors, should be reported to the Upper Moreland Police Department.

1. All Pennsylvania and Upper Moreland Township laws apply.
2. All restrained or confined pets are prohibited courtside.
3. Pets are not allowed out of a Members unit unless it is on a short leash and in the custody of a responsible person. Member agrees to clean up after the pet and agrees to accept full responsibility and liability for any damage, injury, or actions arising from or caused by his/her pet. FHHOA has adopted

the “curb your dog principle”. Members shall walk their pet(s) exclusively on their own designated yard or on common ground only.

4. Pet will not cause: danger, nuisance, noise, hazard, health hazard, or soil the unit/residence, premises, grounds, walks, parking areas, landscaping or gardens.
5. Members who walk their pet (s) are responsible for immediately cleaning up after their animals and disposing of securely bagged pet droppings inside the waste stations that are throughout the community. Any Member found not cleaning up after his or her pet will be charged a ~~\$50.00~~ fine for each instance. A fine may also be imposed for any other infraction of the stated pet rules.
6. Death of a pet, or removal of a pet from the community for any reason, does not release the Member from any liability for damages done to the premises by the presence of a pet.
7. Your Failure to comply with the above rules and regulations may result in you having to remove your pet from the premises. The pet’s removal will no way affect your responsibility for the fulfillment of your contract obligation. The decision of the Board of Directors for the removal of your pet from the premises shall be absolute and final. If permission to have a pet is revoked, Member agrees to remove the pet from the community within forty-eight (48) hours.
8. Member warrants that the pet is housebroken. Member warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the pet has no vicious history or tendencies. **MEMBER REPRESENTS THAT THE PET HAS BEEN IMMUNIZED AND REGISTERED IN ACCORDANCE WITH LOCAL LAWS AND REQUIREMENTS.** If requested, Member must provide evidence that the pet has been licensed, and immunized.
10. When a Member is scheduled for a work order or a house inspection, the pet(s) are to be crated if the Member is not present.
11. Current pet(s) license(s) must be presented to the office.

UNIT INSPECTIONS

Each unit will be inspected by the Association at least every two (2) years. The Member will be notified at least two weeks prior to the inspection. If the Member needs to change the date and time of the inspection, a mutually agreeable time during the regular business hours will be coordinated between the Member and the Association.

After each inspection, the Manager will issue work orders and add the findings to the Member’s file. Pertinent information or required corrections will be given to the Member in writing. Additional inspections may be made to ensure required Member corrections have been made.

When deemed necessary by the Manager, follow up or emergency inspections may be made at any time without prior notice.

Intentional damage or woeful neglect is discovered and in need of immediate repair, a work order will be completed and the work will be performed. Management reserves the right to charge the work to the member based on the nature of the damage or responsibility.

EMERGENCY MAINTENANCE

Facilities technicians are available for the following night and weekend emergencies:

- Gas leak. First notify PECO at (800) 841-4141. Then notify the office or answering service.
- Water heater leaking on floor.
- No heat or hot water.
- Burst pipes.
- Clogged kitchen sink, bathtub or toilet (if only one toilet in the unit).
- Sound of unexplained water running. Note: water main breaks will flood lawns and streets. First call AQUA at (800) 711-4779. Then notify the office or answering service.
- Leaking roof.
- Loss of electrical power: First, call PECO at (800) 841-4141. Then notify the office or the answering service
- Sparking outlets.
- Lock out on nights or weekends. (additional charge)

SATELLITE DISHES

1. The Member must have the approval of the Manager to install a satellite dish. Members are advised not to purchase or enter into any contract prior to obtaining permission from the Manager.
2. The Member must provide the size of the satellite dish. The satellite dish cannot be more 18" x 36" oval or 24" round.
3. Placement location will be left to the discretion of management.
4. If approved, satellite dishes cannot be installed on common ground or through the roof.
5. The installation must comply with all applicable codes, including but not limited to township, building or electrical codes.
6. The installation cannot cause any damage to any property of another Member or the Association.
7. There can only be one antenna or satellite dish per unit. An old installation must be removed before a new installation occurs.
8. Wiring must be concealed on the building in accordance with all applicable federal, state, and local codes.
9. Any satellite dish must be removed prior to move-out, and the installation area must be repaired or restored.
10. The installation, replacement, maintenance, repair or removal of any satellite dish is the sole responsibility of the Member. Any costs incurred by the Association relating to same shall be passed on to the Member.

SHEDS

1. The Member must have the written approval from the Manager and a permit issued by Upper Moreland Township prior to installing or replacing a shed.
2. All new and replacement sheds must meet the following requirements:
 - a. Maximum dimensions of 120 square feet (10x12)
 - b. Maximum height of 10 feet
 - c. Ten feet from any structure
 - d. Three feet from exterior property line
 - e. Anchored securely to ground
 - f. Foundation of stones, cement, or pylons
 - g. The color of the shed must be approved by the Manager. All new sheds, unless made of a resin material, must be the same color as the siding.
 - h. Metal sheds may not be erected
 - i. Any exceptions must be approved in writing by the Board of Directors.
3. The following procedure must be followed when installing a new or replacement shed:
 - a. Provide the office with a manufacturer's brochure describing the shed as well as the plot plan including measurements showing the placement of shed.
 - b. Obtain written approval from the Manager.
 - c. Submit a permit request to the Code Enforcement Office at Upper Moreland Township Building, located at 117 Park Avenue in Willow Grove at (215) 659-3100 ext. 334.
4. When a shed is determined by the Manager and/or Board of Directors to be placed without approval, improperly located, unsightly, unsafe or deteriorated, the Member may be required to remove the shed. If the existing pad will not be utilized, the pad must also be removed and the ground restored to its original condition. All costs associated with the removal processes are the sole responsibility of the Member.
5. A Member moving out cannot take, sell or give away the shed. Under no circumstances will a Member receive compensation from the Association for a shed.
6. The Association reserves the right to remove any shed during the refurbishment process or direct a Member to remove a shed on move-out.
7. The installation, replacement, maintenance, repair or removal of any shed or shed pad is the sole responsibility of the Member. Any costs incurred by the Association relating to same shall be passed on to the Members and shall be the sole responsibility of the Member.

BASEMENTS, FIREPLACES, WOOD BURNING AND PELLET STOVES

1. Basements (excluding sump pumps) will be maintained and repaired by the Association. Damage due to Member negligence will be chargeable to the Member.
2. Sump pumps, fireplaces, wood burning and pellet stoves are non-standard items and are not the responsibility of the Association. Any work performed by the Association facilities department relating to these items is chargeable to the Member. Upkeep and maintenance of

these non-standard items will always be the responsibility of the Member occupying that dwelling unit.

3. The Member must submit, every two years (on each odd number year e.g. fall 2015), a certificate by a professional company of the cleaning and servicing of the fireplace, wood burning or pellet stove. The company must certify that the fireplace, wood burning or pellet stove is in good working condition. Personal Member certification as to cleaning and the safety of their own fireplace, wood burning or pellet stove and associated chimney is not permitted.
4. An incoming Member must accept full responsibility for the sump pump, fireplace, wood burning and pellet stoves; a refusal will be considered a refusal of that dwelling unit.
5. The Association may consider future installation of wood burning and pellet stoves and vented or non-vented gas fireplaces only if the Member agrees, in writing, to assume full responsibility for maintenance, repair or replacement.
6. Firewood must be stacked on skids, cinder blocks or similar products. Members must consult and receive a determination from the Manager for an appropriate place to store firewood.
7. Based on the location of the Member's dwelling unit, the amount of wood allowed and storage placement will be determined on a one-to-one basis. The decision will be based on the effect the storage area and amount stored may have on the Association common area and surrounding neighbors.
8. Members without fireplaces and wood burning stoves may not store firewood.
9. Members are prohibited from cutting up downed Association trees due to the insurance liability that may be incurred by the Association.
10. Members are prohibited from obtaining Association trees that have been downed by an Association hired contractor, while the contractor is working within the Association.
11. The Association will have any down trees or dangerous trees removed, cut into fireplace length and left for the community to pick up for their units. Please contact the office periodically to get update on tree removal and obtain permission for removal of wood.

WINDOW POLICY

1. Members are not permitted to contract for open market window ~~and door~~ purchases and installation without prior Manager approval. If Manager approval is achieved, this purchase and installation will be considered a non-standard item. Maintenance will become the responsibility of the Member.
2. If required, all windows and entrance doors will be replaced during the refurbishment process.
3. If a Member requests to upgrade their windows with standard Association windows and the current windows are functional, the Member will be financially responsible.

Two (2) options are available for the purchase of windows through the Association:

- Pay cash at the time of installation.
 - Open a Windows Account by having an additional amount per month added to the monthly charges.
 - a. When there is enough money in the window account, two (2) windows at a time will be installed.
 - b. The Windows Account remains open until all the windows in the house are replaced.
 - c. There is no charge for the installation of windows purchased through the Association, and no reimbursement for windows will be given when a Member leaves Fulmor Heights.
4. New Members will be made aware, if non-standard windows are present in the dwelling unit being offered, and that this non-standard application will be the new Member's responsibility for the duration of the membership.

PARKING OF PERSONAL VEHICLES & PARKING SPACES

1. Storage of unlicensed or inoperable vehicles or vehicles with or without expired inspection stickers is prohibited within the Association. Any such vehicle may be towed without prior notice and any Member storing such vehicle will be subject to fines and will be assessed all costs incurred by the Association with regard to such vehicle.
2. Repairs to a vehicle are limited to minor tune-ups, preventative maintenance or repairs that can be completed during daylight hours, and does not cause more than one (1) tire to be lifted at a time. Any resulting waste products from such repairs must be discarded out of the community at the Member's expense and consistent with hazardous waste disposal regulations. All work MUST be done in the Members numbered parking space. Any resulting ground damage is the Member's responsibility to be repaired at the Member's expense.
3. One (1) numbered parking space is provided for each dwelling unit. Members may not occupy a free space for more than a few hours while leaving their numbered space vacant.
4. Members having numerous vehicles may (1) secure permission from a nearby Member who does not physically utilize their numbered space or (2) utilize one of the larger parking lots.
5. Members may not allow a non-Member to consume a free space or the Member's numbered space if that results in the Member consuming a free space for more than seventy-two (72) hours.
6. Motorcycles or similar two-wheeled, licensed vehicles must be parked horizontally at the top of the Member's numbered parking space or in an area approved in writing by the Board of Directors. Members are reminded that motorcycles or other two wheeled vehicles are required to observe all of the rules applicable to vehicles.
7. Members are responsible to inform family Members and guests of all parking regulations.
 1. Parking of any vehicle on the lawn and common areas, sidewalks, or areas not designated for parking, is prohibited.
 2. Parking is prohibited in designated fire zones.
 3. Double-parking behind vehicles in numbered or free spaces is prohibited.

8. In addition to other remedies available Members in violation may receive written notification by the Board of Directors.
9. Street parking of vehicles in residential areas is regulated by Upper Moreland Township.

The Upper Moreland Township Fire Marshall and police department are authorized to take any necessary action to correct Members who are in violation.

PARKING OF RECREATIONAL VEHICLES

1. The term “recreational vehicles” refers to pop-ups, travel trailers, fifth wheelers, ATV’s, boats, snowmobiles, motor homes and trailers.
2. A Member desiring to rent a recreational vehicle space must pay according to the current applicable rental rates. Members neglecting to pay the fees will result in the Member being required to remove the recreational vehicle and future rental requests will be denied.
3. Members may rent a maximum of two spaces.
4. All recreational vehicles will be parked in the field area designated for recreational vehicle parking. Any Member owning a recreational vehicle may rent a space within this area on a first-come, first-serve basis. Member’s renting a space may be asked to relocate to another space should the need arise.
5. No recreational vehicle will be allowed to be stored on any dwelling unit’s lawn or common area for any reason.
6. No recreational vehicle may be parked in a Member’s assigned numbered parking spot, unless for loading or unloading, not to exceed a 24-hour period.
7. A maximum number of thirty (30) recreational vehicles are permitted to park in the designated recreational vehicle parking area and are subject to space constraints. Members may not park the recreational vehicle in the community until a vacant space becomes available. A Member seeking to bring a recreational vehicle into the community may request placement on the waiting list for the RV parking area.
8. Recreational vehicle parking is exclusive for Fulmor Heights Members. Storage of any recreational vehicle, for anyone other than the assigned Member, is prohibited.
9. A legal registration of the recreational vehicle must be presented at the Association office. Notification of all changes (type of recreational vehicle, purchase of new recreation vehicle, etc.) must be given to the Association in writing.
10. Members are fully responsible for their recreational vehicles and release Fulmor Heights Home Ownership Association from any and all damages that the recreational vehicle may incur while parked on Fulmor Heights’ property.
11. Members are responsible for the upkeep and appearance of their recreational vehicle, the parking spot occupied and the area around the space. The following conditions are prohibited and must be corrected immediately:
 - a. Broken and damaged fixtures.
 - b. Flat and dry rotted tires.

- c. Tarps and covers that is torn and not properly secured.
12. Recreational vehicles that have not been moved for more than twelve (12) months must be removed from the rented parking area.
 13. No recreational vehicle is permitted to be used for storage of personal property, i.e. a storage unit.
 14. Member Vehicles not in compliance with these Policies and Standards must be removed and a Member's privilege to park a RV in the community shall be revoked.

SNOW REMOVAL

1. Members have twenty-four (24) hours, after the cessation of a snow or ice storm, to clear Member areas of responsibility. Any Member area not cleared within the allotted time may be cleared by facilities staff and billed back to the appropriate Member.
2. Members are not permitted to shovel, snow blow or plow snow and/or ice onto any Association street, parking lot, dead end lot or parking space.
3. If a Member is seen violating these rules, a fine will be assessed to your monthly charges.
4. All shoveled, snow blown or plowed snow is to be placed on grassy areas.
5. The Association staff is not permitted to clear or assist with the de-icing, shoveling, snow blowing or plowing of Member responsibility areas. An exception will be made in the event of a medical emergency situation.
6. Association responsibilities for snow removal include:
 - Walton, Heaton and Bready Roads
 - Three (3) parking lots and one (1) access road entered from Warminster Road
 - Turnaround near 800 Court of Pennypack Circle
 - The Club parking lot
 - Sidewalks around Administration Building
 - Sidewalks on Byberry Road
 - Alley between Byberry and Winner Roads
 - Driveway and recreational vehicle (asphalt area only) parking area
 - Common walkways
 - Free spaces (vacant)
7. Member's responsibilities for snow removal include:
 - Sidewalks
 - Numbered parking spaces
 - Porches, steps, etc.
 - The Member access stone covered road behind the 800 Court of Pennypack Circle. Association staff may assist in clearing when all other areas have been cleared and if road conditions permit.
8. Upper Moreland Township's responsibilities for snow removal include:
 - Fitch Road

- Pennypack Circle
- Chelsea Road
- Winner Road to the Club parking lot

ARTICLE V: MEMBERSHIP

Individuals permitted to share a membership contract are as follows: No more than two (2) people are allowed on a contract. Both people on the contract must continually reside within FHHOA and maintain it as their primary residence. Married couples that have separated cannot own two units.

Any individual added to a contract must agree in writing to a credit and background check and must independently meet the financial eligibility criteria, with the exception of legally married spouses who may qualify jointly with their legal spouse, and be approved by the Board of Directors.

A Member inviting a person or persons into the dwelling unit as a roommate, partner, etc., with no change in contract, must inform the Association of such action. Criminal checks will be required for each adult who moves into a unit with a contract holding Member. If the criminal check reveals negative aspects, the individual may be required to vacate the dwelling unit. The Member will be held responsible to ensure compliance with this provision.

If a Member originally purchased their membership contract as an advanced payment (paid the total amount at contract signing) and later requests to convert to a financed contract, all interest from the date of the original contract signing date would be pro-rated and deducted from the advanced payment proceeds prior to the new financed contract signing.

ADDITION OF MEMBER TO MEMBERSHIP CONTRACT

Provided s/he meets the financial eligibility criteria and passes the background check, a spouse may be added to a contract following a meeting with the approval by the Board of Directors

Requests for someone other than a spouse to be “added” to an existing Membership Contract shall be subject to the following requirements:

1. Members’ contracts that have the eligible inheritance clause, do not qualify.
2. The existing Member and proposed new Member will be required to enter into a new Membership Contract with terms that reflect: the purchase price for the existing Member’s unit in effect at the time of the Board of Director’s approval of the transfer; and payment schedule, interest and operating payments in effect on the date the contract is signed.
3. Members’ contracts that are not eligible for the inheritance clause, may exercise this option using the following formula:
 - (a) Subtract the purchase price of the original contract from the current price.
 - (b) Then add any existing balance from the original contract to the sum of (a).
 - (c) (a) plus (b) equals the new purchase price.

Example: (a) \$25,000 2-bedroom 2 story purchased on 12/12/2003

\$48,000 2-bedroom 2 story purchased today

Subtotal \$23,000

(b) \$10,092 existing balance

(c) $\$23,000 + \$10,092 = \$33,092$ new purchase price financed at current rate and terms.

4. The existing Member and proposed new Member are required to meet the minimum financial requirements for membership existing at the time the new contract is to be signed and be approved by the Board of Directors. The Member and new Member must apply on separate individual applications and qualify separate from each other. At no time can their income, credit or debit be co-mingled.
5. The Association will waive the deposit and the contract preparation fee for any such transfer Member's equity, interest and any unused portions of any advance payments may be transferred to the new Membership Contract.

INSURANCE

Condominium insurance on household and personal items and permanent upgrades is the responsibility of the Member. For Members with pets, insurance should include coverage for any liability relating to the pets. To protect one's personal belongings, it is highly advisable that members purchase condominium insurance. For Members with sump pumps they are advised to obtain a sump pump rider with their condominium policy. Any damage to the unit, due to a sump pump failure, will be fixed and billed to the Member.

INHERITANCE

Those members with contracts dated before July 1, 2000 and who had lived in Fulmor Heights for the duration of their mortgage, may will their membership to a child or grandchild only after their death. They may do so under the following stipulations:

- a. A signed affidavit must be on file with the Association naming the child or grandchild who is to inherit the membership.
- b. The heir taking over the unit must sign a new contract with the Association. The heir must meet all current standards for membership. All down payments and equity from the contract will be assigned to the new contract and left on deposit with the Association. The heir will continue with the same monthly payments as stipulated for the paid-up member.
- c. If the heir waives his/her right to the membership, it can then be transferred to a parent or a sibling of the deceased member. The parent or sibling must sign a new Membership Contract. The proposed new member must meet current standards for membership. The new contract will be issued at the current down payment, purchase price and interest rates. If the heir and family members waive their right to the membership, it will then be handled as a regular move-out and any funds will be returned to the estate of the deceased member.
- d. Inherited units will be refurbished by the Association. The heir (children or grandchildren) will be responsible for payment of a standard refurbishment charge of \$25,000, which charge can be paid over time upon the same terms and conditions as those for financing the purchase of a

membership.” At the discretion of Management, the final cost of the refurbishment will be determined by the extent of work to be done to bring the plumbing, electrical and drains to current standards and will be handled on a case by case basis.

SALE OF MEMBERSHIP FOR UNITS WITH EXISTING ADDITIONS

1. This policy does NOT pertain to memberships involving additions that are transferred or inherited as long as the membership remains with the heir of the Member who built the addition. The heir will not incur an extra charge for the addition.
2. Individuals purchasing a membership for a dwelling unit with an addition will be charged a higher purchase price (per formula calculations) than units without an addition. The value of an addition will be added to the value of the original dwelling unit to determine the price of the membership.
3. Members with dwelling unit additions will be responsible for paying monthly the apportioned increase of real estate tax resulting from the addition.

TRANSFER OF DWELLING

If a Member wishes to move from one dwelling unit to another dwelling unit, the Member will ask to be placed on a transfer list. Upon a suitable vacancy occurring, all eligibility requirements are met and approval has been granted by the Board of Directors, the Member may transfer into another dwelling unit.

1. The Member must meet the minimum financial requirements existing at the time the new contract is to be signed.
2. The Member will enter into a new membership contract with terms that reflect the current purchase price, payment schedule, interest and operating payments in effect on the date of contract signing.
3. In the event of such a move, the existing property will be handled as a move out in which the Member will pay for the standard mandatory paint & prep fee and any additional maintenance and repairs due to damage in order to place the former dwelling unit in suitable condition for another occupant.
4. The Association will waive the deposit and the contract preparation fee for any Member approved to transfer.

Other conditions of a Transfer of Dwelling are:

1. The member may be placed on the transfer list at any time however; they must reside at their present unit address for a minimum of six (6) months prior to transferring.
2. A Member requesting a transfer must be considered a Member in good standing.
3. As a part of the transfer process, the Member must agree to return the current membership to the Association.

4. Any Member on the late list with two unexcused late charges during a six (6) months' timeframe will be taken off the transfer list for a period of one (1) year.
5. Applicants not accepting a unit will go to the bottom of the transfer list.
6. A timely withdrawal of an application for transfer may be made prior to being offered another dwelling unit. A withdrawal of an application for transfer must be in writing, dated and signed by the Member, and received in the office of the Association.

CHILD OF MEMBER PREFERENCE LIST

1. To be eligible for this preference list, a child must apply in writing prior to moving out of Fulmor Heights. Consideration for membership will not be given to the child until reaching twenty-one (21) years of age.
2. Any child of an existing Fulmor Heights Member, who has resided in the community for a minimum of five (5) consecutive years, may apply for child of Member preference. A child of Member preference will not be granted to a child who has moved from Fulmor Heights prior to applying, and then returns to Fulmor Heights.
3. When a vacancy occurs and a unit offer is made, applicants alternate between the "child of Member preference list and the outside waiting list.

TRANSFER TO FAMILY

1. Any Member who has resided at their present unit address for a minimum of 1 year. may designate that their membership be resold to a parent, a sibling, a child or a grandchild providing the following stipulations have been met:
 - The transfer has been approved by the Board of Directors.
 - The current Member will no longer be a Member of the Association.
 - The new Member meets all current standards for membership.
 - A new contract is signed at the current down payment, purchase price and interest rates.
 - Mandatory paint & prep fees apply to the outgoing Member plus any additional maintenance and repairs due to damage and are not deemed as wear and tear.

ARTICLE VI: ADDITIONS AND NON-STANDARD ITEMS

The construction of all additions must be approved, in writing, by both the Board of Directors and Upper Moreland Township. The Member must use a certified contractor approved by the Manager unless other arrangements were approved by the Board of Directors. The construction must meet FHHOA construction and insurance guidelines as well as those guidelines required by Upper Moreland Township, the Commonwealth of Pennsylvania and federal regulations. The Association's only responsibilities in the construction of an addition are to approve the plans and the contract entered into between the Member, contractor, and the Association, and to monitor the quality of the construction and to act as escrow agent.

1. The Association accepts responsibility for the maintenance of the addition five (5) years after the final Occupancy Permit has been received from Upper Moreland Township.

2. The Member is responsible for special items installed in the addition that are not found standardized in the original units.

The decision of the Board of Directors is final when determining if any item or part is non-standard. The Member should discuss any and all installations with the Facilities Supervisor prior to construction. Some examples of non-standard items include but are not limited to:

Air Conditioning	Gazebo
Built-in Shelving	Humidifiers and Dehumidifiers
Cable TV Wiring, Satellite Dishes, Antennas	Insulation
Ceiling Fans	Kitchen Appliances (Range, Microwave, Dishwasher, Garbage Disposal) etc.
Custom Bathroom Vanities	Patios
Custom Door & Locks	Porches (Enclosed and/or constructed differently than the standard unit porch)
Custom Ceilings	Protection Systems
Custom Electrical Work	Refrigerator Water Lines
Custom Exterior, Walkway Lighting	Sheds
Custom Heating Systems	Sump Pumps
Custom Lighting Systems	Toilet Seats
Custom Plumbing & Faucets	Underground Electric
Custom Smoke Alarms	Wall Coverings (except drywall)
Custom Switches, Outlets	Whirlpool & Hot Tubs
Decks	Wood & Pellet Stoves
Exhaust Fans (attic, kitchen and bathroom)	
Fences	
Fireplace	
Flood, Motion Sensor Lights	
Floor Coverings	

3. Failure of such non-standard items and their parts are the Member's responsibility. A new Member moving into the dwelling unit will continue to be responsible for the maintenance and replacement of such items that are considered non-standard by the Association.
4. Members who signed contracts after July 1, 2013 and were furnished with a new range, microwave, dishwasher and garbage disposal by FHHA are responsible for any repair, or replacement of these appliances. If the Member moves out, transfers or dies, and the units are being handed back to the Association, the appliances are to stay in the unit. All appliances are to be cleaned and returned in good working order. If a Member replaces an appliance that was previously purchased by FHHA, with a more expensive one and wishes to take it with them, a replacement of equal value to the original appliance must be provided, at the discretion of the Manager.
5. Members with additions are responsible for all real estate tax directly attributable to their addition. Taxes are billed by the Association to the Member in monthly billing.
6. Installation of an addition will not be cause for increasing the Member's normal monthly charges for maintenance, interest and principal.

APPROVAL PROCESS FOR BUILDING AN ADDITION

1. Proper drawings, specifications and other pertinent information must be submitted to the Board of Directors for review and approval. All drawings must be to scale and show at least three views, including a floor plan. In addition, drawings must include any existing fences, sheds, or other structures in the area, plus all property lines within 100 feet of construction, and storm water management issues must be addressed.
2. A building permit must be obtained from Upper Moreland Township. This permit must be obtained prior to any construction, and the Code Enforcement Officer is required to visit the site before permits are issued.
3. Any revisions to original drawings or specifications at any time after approval must be re-submitted and approved by the Board of Directors and Upper Moreland Township.
4. A letter and approved plans are good for one year. If construction is not started during this time, a new letter and re-submission of plans shall be required.
5. All additions must be approved in writing by any neighbors who border on any side of the addition. If an accord cannot be reached, all parties will appear before the Board of Directors and the Board will make the final determination.
6. Plans submitted that meet the Board of Director's approval will at that time be given tentative approval until the contractor's name is submitted. If contractor meets the approval of the Board of Directors, final approval of proposed plans will be made. Any and all contracts must be approved and signed by the Member, the contractor, and the Manager of the Association. All contracts must contain the tentative starting and completion dates, schedule of escrow payments, and the Association's construction standards.
7. Any Member constructing an addition must submit a waiver of liens, the contractor's Certificate of Insurance based on the coverage amounts and specific wording acceptable to the Association, the contractors HIC number, Upper Moreland license and proof of lead based paint testing certification.
8. Any Member whose unit abuts property not owned by FHHA must have a boundary survey performed.
9. Basements and brick and mortar fireplaces with chimneys. are no longer allowed to be built in Fulmor Heights

ESCROW

1. The Association requires the Manager, the Member and the contractor to sign an escrow agreement. According to this agreement, the Association will escrow the total cost of erecting the addition. Funds for the completion of the entire addition must be on deposit with the Association before construction can begin.
2. The escrow agreement will consist of a schedule of payments to the contractor. The payments will be dispensed by the Association as work progresses only upon the written approval of both the Member and the Manager.

3. The Association requires that 5% (five percent) of the total contract price remain in escrow for ninety days after completion. This money will be retained in the event that any problems occur so that the contractor returns to resolve any construction or landscaping defects.
4. The contractor will be given ninety (90) days to correct any construction or landscaping defects. If the defect is not corrected by the contractor within this time, the Association may, at its sole discretion, assist the Member in hiring another contractor to correct the defect at the expense of the original contractor hired to build the addition.

CONSTRUCTION STANDARDS

1. There should be a twenty-five-foot space between the proposed addition and any non-adjointing unit. Ample space must be allowed between buildings for accessibility and yard space.
2. The addition must conform to existing units, window size, siding, shingles and proper roof pitch, where possible. In the case of side-by-side additions to preserve uniformity, the new addition must be made to conform exactly to the older addition.
3. If custom windows are used, the maintenance of these windows becomes the responsibility of the Member for the duration of the Member's contract.
4. Windows are not recommended on side walls. If a Member requests to put one in, and their neighbor applies to build an addition, the window will be subject to removal.
5. Heating systems installed must be per Association specifications and must be inspected by Upper Moreland Twp. Any new furnace installed must be the same unit installed by the Association. Any other system installed will be the sole responsibility of the Member.
6. Air conditioners mounted through the wall to the exterior are not permitted in new additions. Central air systems or window-mounted systems are permitted. Maintenance of all air conditioning systems is the responsibility of the Member.
7. Vinyl siding per Association specifications must be installed on the exterior walls of the new addition. The color of the siding must match the existing unit.
8. New addition exterior trim painting must conform to original dwelling unit.
9. Roof and Foundation specifications can be obtained at the office.

ENFORCEMENT

1. A Member erecting an addition releases Fulmor Heights from all financial responsibility.
2. Periodic inspections by the Association's Facilities Supervisor will be conducted. Suggestions and notations of areas that need correction will be made in writing. The Facilities Supervisor or anyone acting in this capacity or the Manager has the authority to stop construction immediately if Association specifications are not being followed or if a construction fault is identified.

3. The Member and the contractor are responsible for the repair of any lawns of surrounding properties that may be damaged as a result of the construction of an addition. All work must be completed within thirty (30) days or a fine may be assessed to the Member. Written extensions to this time period may be approved at the discretion of the Manager.
4. Compensation will not be given to a Member at any time for the construction of an addition nor will compensation be given to the Member when their membership with the Association is terminated for any reason.

ARTICLE VII: UNIT INTERIOR AND ELECTIVES

1. The Association is responsible for the basic structure of the dwelling unit including the plumbing and electrical systems, the furnace and water heater. The Member is responsible for the décor and up keep of the dwelling unit, including spackling and painting, all floor surfaces, interior doors, the cleaning of heat ducts, kitchen cabinets, all appliances and storm doors.
2. The Association does not maintain or repair central, wall or window air conditioning units. Air conditioners mounted through the wall to the exterior are not permitted. All AC system installs and upgrades must be approved by Management.
3. The Association will only install fiberglass tub walls. When a Member desires to install a permanent wall covering in the bathroom and/or a shower area, ceramic tile or fiberglass tub walls are permitted by the Association. Any bathroom upgrades or remodeling, the member is to incur the cost. All wall material installed around the tub area is to be installed with Hardi-backer cement board and inspected by the Maintenance Supervisor.
4. All clothes dryers must be vented to the outside of a dwelling unit and not into the crawlspace. The installation of the vent must be inspected by the Maintenance department.
5. Utility rooms must be free of stored clothing, trash and flammable materials such as, gasoline, oily rags, open cans of paint, oil, etc. Nothing is to be stored so as to block access to the furnace or water heater.
6. Members are encouraged to use good quality interior wall paint, and properly clean and prime before painting. The Association strongly recommends that the kitchen and bathroom walls be primed with a high-quality primer. Contact FHHOA for a product recommendation.
7. Due to the difficulty in removing and restoring wall surfaces, wallpaper and paneling are not permitted. The Member will be responsible for providing all labor and material in connection with the removal of the wallpaper, repairing the plaster, sizing and priming the plaster and repainting. Members should never paint over paper or paper over another layer of paper.
8. All interior alterations, including but not limited to electrical, plumbing, carpentry, brickwork, etc. but excluding painting, must have the written approval of both the Board of Directors and Upper Moreland Township.
9. Any newly installed storm or screen doors are to be white in color.

10. All contractors must supply, to the Association, a Certificate of Insurance based on the coverage amounts and specific wording acceptable to the Association, their HIC number and proof of lead-based paint testing certification.

ARTICLE VIII: EXTERIOR AND ELECTIVES

All exterior structural and ground alterations must be approved in writing by the Board of Directors and Upper Moreland Township. These alterations will be considered to be a part of the dwelling unit and cannot be removed when the Member moves out. This policy includes but is not limited to upgraded porches, concrete patios, pavers, flagstones and gravel paid for by the Member. No compensation shall be given to the Member for such alterations. Upkeep and maintenance of these alterations will always be the responsibility of the Member occupying that dwelling unit or utilizing the area altered.

The structural components and replacement of siding of the exterior dwelling unit walls, the roof of the dwelling unit and original porch are the responsibility of the Association. Sheds (unless attached to the dwelling unit), fences, decks, patios and non-standard items are the responsibility of the Member.

1. All Association grounds are held in common and belong solely to the Association. There are no plot plans denoting specific measurements of any dwelling units' yard area. Each Member is entitled to the use and is responsible for the care and upkeep of a portion of grounds surrounding their dwelling unit.
2. BBQ grills of any kind are prohibited from being operated within 10 feet of a dwelling unit.
3. Members are asked to mow or maintain small common areas adjacent to their assigned portion of grounds associated with their dwelling unit.
4. Unless damage was caused as a result of repair work done by the Association, each Member is responsible for re-seeding or re-sodding the portion of assigned grounds.
5. All fences must be approved in writing by the Board of Directors and a permit issued by Upper Moreland Township. Policy non-conformance may result in the Member, at their expense, being required to remove the fence.
6. Hedges and fences are no longer permitted courtside. Fencing specifications for rear or side of unit only:
 - a. Eighteen (18) inches to forty-eight (48) inches in height.
 - b. No wider than the unit.
 - c. The length will be at the discretion of Management and the approval of the Board of Directors.
 - d. Constructed of chain link, PVC or aluminum with no pointed edges, and Pet Playground Dog Fence.
 - e. Chain link fences must be black PVC coated.
 - f. Hedges are to be no higher than 48 inches in height.
7. Any fence or hedge not in conformance with this policy will be removed by the Association during refurbishment or at any time, at the discretion of the Manager, and at the cost of the Member.

8. Siding Care and Maintenance:

- a) Hanging of decorative ornaments, flower boxes, Christmas lights or any other item that would need to be perforated through the siding is prohibited.
- b) Any and all vines or climbing plants are not to be allowed on be on the buildings.
- c) Soil, grime and chalk can be removed with your garden hose and a bucket of soapy water. Always test any cleaner on an inconspicuous area before full use. Mold and mildew may be a problem in some areas. They may appear as black, gray or green spots on surface dirt and are usually first detected in areas not subject to rainfall, such as under eaves and porch enclosures. Mold and mildew can be removed with the following solution:
 - Mix together: 1/3 cup of detergent (Tide, for example),
 - 2/3 cup of Trisodium Phosphate (Soilax, for example),
 - one (1) quart of 5% Sodium Hypochlorite (Clorox, for example)
 - Three (3) quarts of water.
 -
- d) If a members siding is not kept clean, the member will be notified and will have 30 days to clean his/her unit's siding. If after 30 days the siding is not cleaned, FHHA will clean the siding and the member will be billed in the next month's billing.
- e) Power washing of the siding and window washing is the responsibility of the Member.
- f) Pressure washing instructions can be obtained at the office.

9. Open burning in an outdoor masonry fireplace, chiminea, fire pits, bonfires, campfires, burn barrels, or any other device similar, are strictly prohibited. Violators of these provisions shall be subject to a fine. Second violation, member will lose the right altogether.

10. Permanent wading pools and fish ponds are prohibited.

11. All vents and crawl space doors must be kept closed during the months of October through April. During this same time period, all outside spigots must be opened and left to drain. If pipes freeze due to Member non-compliance, the Member will be charged for the time and materials necessary to correct any damage.

12. The Member may plant flowers and small shrubs even courtside. Small shrubs must be maintained at no higher than 36 inches. Any large items must have the placement approved by Manager. Vegetable gardens are not permitted to be planted courtside.

13. The planting of trees in the courtside or street side of the community is not permissible.

14. Tree planting requests for the rear yards must have Manager approval.

15. Trees and shrubs may not be used to create artificial boundaries or to enclose areas that the Member would not be allowed to enclose with fencing.

16. The Association is responsible for major drainage projects and extensive groundwork unless the need for the work was caused by an action of a Member, such as an exterior alteration or the construction of an addition. If determined that a Member is responsible for the drainage work, the Manager will inform the Member of the provisions that must be followed for proper

drainage. The Member at fault will be responsible for all costs associated with the work required.

17. The Association is responsible for insects that damage the structures or the trees such as termites and carpenter ants. Insects and animals that affect quality of life such as birds, roaches, ants, mice, squirrels and ground hogs, etc. are the responsibility of the Member.
18. It is the Member's responsibility to remove dead birds and animals from the grounds around their dwelling unit. If properly bagged, the Association's dumpster may be used for disposal.
19. Christmas lights and decorations may be put up no sooner than November 1st and taken down no later than January 31st. One (1) written warning will be issued before fines are issued.

**ARTICLE IX: RENTAL OF ASSOCIATION PROPERTY
 THE ASSOCIATION HALL AND TABLES/CHAIRS**

1. "Association Property" shall mean the Association Hall or any tables and/or chairs available for rent.
2. The Member shall pick up the keys for the Association Hall or any rented tables and/or chairs at the Association office during normal business hours on the business day preceding the scheduled rental date. Failure to do so will result in the cancellation of the Member's rental.
3. Members are instructed not to call the afterhours or weekend on call service for access to any rented location due to the Member's failure to comply with the preceding section. The expenses incurred by the Association for all non-emergency calls to the on-call service, will, at the sole discretion of the Association's Manager, be charged back to the Member that rented the Association Property in the next dues billing cycle.
4. Deposits shall be required for the rental of any Association Property in the amounts as may be determined, and/or updated by the Board of Directors. A current list of the rental fees and deposit amounts are available for review during regular business hours in the Association office. Deposits, minus any reduction for damages or fines, will be refunded within fifteen (15) days of the Member's return of the keys or tables/chairs. The rental of Association Property is on a "first come-first served" basis. In order to secure a rental, the Member must submit the required Rental Agreement as well as tender the deposit and the full rental fee.
5. Members are solely responsible for complying with any applicable federal, state, or local law, regulation or ordinance.
6. Members are reminded that they and their guests are to be courteous to and considerate of surrounding neighbors.
7. Trash and/or garbage must be bagged in plastic and placed in the Association's dumpster or trash receptacle by the Administration Building.
8. The Member renting the Association Property must be present throughout the entire rental and will be held solely responsible and fully liable for any damage that occurs during his or her rental of the Association Property.

9. The Association does not monitor any rental of Association Property. Therefore, a Member renting Association Property is advised that his/her compliance with these regulations is mostly on an honor system. If, however, the Association staff receives two (2) complaints from two (2) separate Member households regarding a Member's rental of Association Property, there shall be a presumption of a violation of the stated rules.
10. If the Association, in its sole and absolute discretion, determines that the Member violated any stated rules.
 - The Member's rights to rent Association Property will be revoked on the terms as more fully set forth by the Association's Board of Directors or Manager; the Member will forfeit his/her deposit; and the Member may be assessed a fine.
11. Smoking and the consumption of alcoholic beverages is prohibited in the Administration Building, and, therefore, also in the Association Hall.
12. The Association Hall can accommodate no more than 85 people.
13. Members and their guests using the Association Hall can park vehicles at the front or rear of the Administration building. Additional parking is available at the Hatboro Deli only during non-store hours. At no time may Members or their guests use any numbered parking spaces or block access to any designated "No Parking" areas.
14. Thumb tacks and scotch tape are not to be used on walls or doors.
15. Only removable painter's tape may be used to hang decorations.
16. All personal supplies, decorations and personal items must be removed at the end of the rental.
17. The Association Hall, kitchen & bathrooms are to be broom cleaned at the end of the rental.
18. All windows and doors are to be locked; lights, wall-mounted HVAC units and fans are to be turned off. The building is to be secured before the renting Member leaves the building.
19. Tables and chairs are to be put away before the renting Member leaves the building. In order to safeguard the floor, tables and chairs should be carried, not slid.

GUIDELINES APPLICABLE TO THE PAVILION AREA

Pavilion facilities may be reserved only by a Member in good standing and must be in attendance. The Member must contact the office to reserve the date. Keys for the entrance gate, bathrooms, electrical boxes and water supply can be picked up the night before or by 6:30 p.m. on Friday and must be returned the next day or by 8:00 a.m. Monday. The gate, electrical boxes, bathrooms and water supply must be closed and locked upon leaving. All trash must be placed in plastic bags supplied by the Member and removed from the Pavilion area when the Member leaves. Toiletries for the bathrooms are supplied by the Member. The entire Pavilion area must be cleaned and left in an orderly condition when leaving. If the Pavilion area is not cleaned and orderly or damage to the Pavilion area is done, the Member will be assessed the cost to clean and/or fix damages to the Pavilion area in their next monthly billing period for all labor and materials required to restore the area to its normal condition. Any Members or Members whose guests abuse

the Pavilion area will be subject to a fine and loss of future usage of the Pavilion. Hours of use are posted at the Pavilion. Any damage costs will be billed to the Member.

ARTICLE X: DEPARTING FULMOR HEIGHTS

1. In the event of move out or death, a 60-day move out notice must be completed by the Member or Member's estate. The office has standard copies available for Member's use.
2. The Member or Member's estate has the financial responsibility of the monthly charges and the right to reside in the dwelling unit for the entire 60-day period.
3. Upgrades or alterations to the dwelling unit may require the Member or the Member's estate to return the dwelling unit to its original condition upon leaving Fulmor Heights.
4. Members or the Member's estate are responsible to pay the mandatory paint & prep charges of \$350.00 per room. Rooms are specified below:

Utility room	Bathrooms	Hallway
Kitchen	Bedrooms	Additional rooms
Living room		

- At the Managers discretion, Paint & Prep charges will be waived or reduced if departing FHHOA less than 1 year of original contract signing date.
5. An outgoing Member or Member's estate will not be credited for any painting done within the unit while occupying or during the move out process.
 6. An initial inspection will be made within thirty (30) days of receipt of the Member's or Member's estate sixty (60) day move out notice to advise the Member or Member's estate of chargeable items, over and above the standard move out charge, that require repair, reconditioning or removal, as well as what work the Member or Member's estate may perform to lessen the chargeable costs. This inspection report is not a bill. It is a notification of chargeable items and their costs that need to be removed during the 60 day move out period. These were observed while the house is still furnished. If removed, these items will be omitted from the final inspection report.
 7. If the dwelling unit has been seriously neglected, or if alterations were of poor quality or workmanship the outgoing Member or Member's estate will be charged for restoration.
 8. The following guidelines are applicable when a 60-day move out notice is presented:
 - a. The interior of the dwelling unit must be clean
 - b. Sinks, bathtubs, toilet bowls, and if leaving on site, refrigerator and stove must be thoroughly cleaned.
 - c. Refrigerator, washer & dryer must be removed.
 - d. All painted surfaces including windows, doors and baseboards must be clean and reasonably smooth.
 - e. All wallpaper and paneling must be removed.
 - f. If restoration of wall surfaces is needed due to tile, paneling, wallpaper or other materials, labor and materials will be chargeable to the Member.

- g. If more than one coat of primer and one coat of paint are needed, the outgoing Member will be charged for the additional cost.
 - h. Kitchen or bathroom permanently installed linoleum must be undamaged and without non-removable scuffs, scratches, tears, peels, missing tiles or discolorations.
 - i. All trash or furnishings left in the dwelling must be removed from the dwelling unit, grounds, crawlspace or basement and attic.
 - j. All other floor coverings, carpeting, padding, glue, staples, and tack stripping, must be removed from all floors. Any work that must be completed by the Association, including the disposal of materials, will be charged to the outgoing Member at the current rates.
 - k. The installation of non-standard windows may result in replacement of any and all non-standard windows with the charges being absorbed by the outgoing Member.
 - l. Permanent type plantings, such as shrubbery, trees, hedges, etc., may not be removed without written permission by the Manager. Flowers, bulbs and rose bushes may be removed. Where a yard, either front or back, has been damaged, it will be the responsibility of the outgoing Member to repair and reseed the areas affected.
 - l. Sheds must be removed, by the Member, if the conditions are beyond repair, or the location of the shed does not comply with Upper Moreland Township code.
9. The outgoing Member will be charged for changing all locks if the dwelling unit keys are not returned to the Association.
10. When all personal belongings have been removed from the dwelling unit, and the unit's keys have been returned, a final inspection will be conducted. The final inspection may reveal additional chargeable items that the Member or Estate will be required to pay. At this time, the Member's account will be credited for any work completed, or charged for additional items found or not completed from the initial inspection. The outgoing Member or Estate is financially responsible for any and all move out costs if not covered in full by the balance of funds in the Member's account.

Charges & Fines are available at the office.