

REMINGTON RIDGE HOME OWNERS ASSOCIATION CONSOLIDATED REGULATIONS

Note: Additions since original distribution are noted by an asterisk (*) for your reference at this time. This note and all asterisks should be removed from the finally approved document.

I. INTRODUCTION: This is intended to be an abbreviated, up-to-date reference to the various rules and regulations governing the Association. It is abstracted from various source documents whose abbreviations are listed below. Although the information it contains is accurate, it omits much information that is important, especially in regard to seldom-needed topics. For complete and precise information, refer to the following source documents whose abbreviations.

BL=Bylaws of Remington Ridge Homeowners Association, Inc (dated 10/10/1990)
BM=Minutes of Board Meetings
DC=Declaration of Covenants, Conditions and Restrictions for Regulation of Common Areas and Open Space of Remington Ridge, a Planned Community (dated 10/10/90 and 10/11/90).
*** DS**=*Design Standards for Remington Ridge(undated)*
MM=Minutes of General Membership Meetings
RR=Rules & Regulations for Remington Ridge, Parcel 12 of the Oakwood Planned Community 07/16/91

II. PURPOSE OF THE REMINGTON RIDGE HOME OWNERS ASSOCIATION

The Association exists to serve two main purposes. First: to protect the individual homeowner's investment by assuring maintenance of the appearance of the entire community. Second; to relieve homeowners of the obligation to maintain the Common Area. Individual homeowners support the Association's work with payment of their monthly assessments and their voluntary service as Officers and Directors.

The Common Area is defined as (1) the area enclosed within the perimeter defined by dwellings and their gated front fences. It includes (1) the access road, driveways and central mall and (2) the ten foot encircling strip of land directly behind the dwellings. It is intended for the common use and enjoyment of the residents. [RR Art. I, sec. 8 and Art II secs. 1 and 2] The ten foot encircling strip of the Common Area is subject to special regulations. Homeowners may landscape the section directly behind their house or leave it in its natural state as they choose, but they may not do anything that would impede its use as a walkway by all members. Also, they may not cut down any medium or large trees in the strip without permission of the Board of Directors; removal of dangerous and dead trees is a responsibility and expense of the Association. [MM 8/25/97] Maintenance of the grassy area, for the five homes along Oakwood Avenue, is the responsibility of the Association. [MM 8/25/97]

The Common Area is maintained by the Association. Maintenance of the exterior of buildings (roofs and siding), not including decks or additions to the main structure, is also the responsibility of the Association. [RR sec. 3B] An exception has been made for the concrete driveways which are the responsibility of the individual owners. [MM 10/12/98] Maintenance of Patio Areas, decks and any building additions in the Patio Area are the responsibility of the individual owner [RR Art. III sec. 6. A]. Homeowners are responsible for carrying liability and replacement value insurance on their individual properties. [RR Art. V. sec. 11]

*Each unit has a private patio. They are designed so as to give protection from public view. [DS sec. D] Nevertheless, it is necessary that inspectors, meter readers, maintenance workers, etc. have free access to do their work. But insofar as is practical they should request access before entering to avoid possible intrusion on your privacy. [BM 2/15/06 and letter of 2/21/06]

REMINGTON RIDGE HOME OWNERS ASSOCIATION CONSOLIDATED REGULATIONS

Homeowners should become familiar with all the provisions specified in *RR Art. V. and VI.*

III. ORGANIZATIONAL STRUCTURE:

THE GENERAL MEMBERSHIP consists of fifteen sets of homeowners. Each property represents one, and only one, vote in Association business. [*DC Art. IV sec.2*]
At general membership meetings, a quorum shall be a minimum of 50% representation of membership, either in person or by proxy. [*MM 10/12/99*]

THE BOARD OF DIRECTORS is elected by the General Membership at the annual meeting; names are presented by the Nominating Committee. Additional nominations may be made from the floor. [*BL 5.01*] Its five members are elected by secret ballot to serve for a term of two years. [*BL 4.01, 4.02, and 5.02; MM 10/12/99*] In the event of an interim vacancy, the Board may appoint a replacement to serve the balance of the unexpired term. [*BL 4.03*] A quorum at Board meetings consists of the majority of Directors present at the meeting. [*BL 6.03*]

Duties and Powers. The Board shall:

- (1) Elect Officers at its first meeting. Office terms are for one year. [*BL 8.02-.03*]
- (2) Cause the Common Area to be maintained. [*BL 7.02 item 7.*]
- (3) Select, hire and supervise agents to fulfill the Association's maintenance of the Common Area as encompassed within the annual budget; and maintain adequate liability insurance on Association-owned property. [*BL 7.01 item 5. and 7.02 item 2.*]
- (4) Appoint a Nominating Committee to form a slate of candidate Directors for presentation at the next annual meeting. [*BL 5.01*] Other committees may be appointed if required. [*BL Article IX*]
- (5) Hold a minimum of three Board meetings per year. Hold additional meetings if required. [*BL 6.01 and 6.02; MM 10/12/99*]
- (6) Enforce existing rules and regulations. [*3 BL 7.01 items 2. and 3.*]
- (7) Adopt and enforce new rules and regulations as necessary, insofar as they do not violate Articles of Incorporation, Declaration of Covenants, Bylaws, [*BL 7.01 item 1*] or motions passed by the General Membership.
- (8) Set the date, time and place of General Membership meetings with consideration for the availability of membership as well as the need for accuracy in projections of the next year's budgetary needs. [*MM 10/12/99*] Each member shall be notified at least 15 days in advance of every General Membership meeting. [*RR 3.03*] Also see next item below.
- (9) Fix the amount of the annual lot assessments for the next year and notify each owner in writing at least 30 days in advance of its effective date. [*BL 7.02 items 3 A and B.*]
[Also refer to **III ASSESSMENTS** below.]
- (10) Cause Officers and employees having financial responsibility to be bonded, as appropriate. [*BL 7.02 item 6*].
- (11) Keep a record of its actions and report its activities to the General Membership at the annual meeting. [*1 BL 7.02 item 1*] Maintain a central file of all Association records including the Declaration of Covenants, the Articles of Incorporation, and the Bylaws. It must be accessible at all reasonable hours for inspection by any member. [*BL art. X*]
- (12) Although not required by written regulations, the Board has gratefully accepted volunteers to (a) replace light bulbs on garages and gates as necessary (b) maintain a Home Owners' Directory displaying address locations, residents' names, telephone numbers and email addresses (c) maintain and distribute a package of introductory materials for newcomers.

**REMINGTON RIDGE HOME OWNERS ASSOCIATION
CONSOLIDATED REGULATIONS**

THE OFFICERS consist of a President, Vice President, Treasurer and Secretary. The first two must be Directors. The last two offices may be combined into one person if desired. The Board may appoint other officers if deemed advisable. [BL 8.01, .04, .07]

Duties:

The President presides at all meetings of the Board of Directors; sees that orders and resolutions of the Board are carried out; signs all leases, mortgages, deeds, and other written instruments and co-signs all checks and promissory notes. [BL 8.08 A] The President shall also set agenda and preside over meetings.

The Vice-President acts in place of the President in the event of need and discharges other duties as required by the Board. [BL 8.08 B]

The Secretary records votes and keeps minutes of all Association meetings; keeps the Association's corporate seal and affixes it on all papers requiring such; serves notice of meetings; maintains membership records; performs other duties as required. [BL 8.08 C]

The Treasurer receives and deposits in appropriate bank accounts all monies of the Association; disburses such funds as directed by resolution of the Board; signs all checks and promissory notes of the Association; keeps proper books of account; causes an annual audit of the books by a public accountant at the completion of each fiscal year; prepares an annual budget and a statement of income and expenditures for presentation to the membership at its annual meeting and delivers a copy of each to the members within thirty days of completion. [BL 8.08 D]

NOTE: A PROPERTY MANAGER is not required officially but has been found expedient. The Continental Real Estate Management company has been employed as an agent of the Association since June 1, 1991. It provides financial and operational services under the direction of the Officers. It receives Association assessment fees, deposits and distributes them, and provides monthly financial reports to the Board of Directors and Officers. The current governing contract was signed August 20, 1993. Inasmuch as the specified duties of the Association's treasurer are thus contracted out, the Treasurer's duty becomes that of auditor. The Treasurer is to verify the receipt of all income, the proper disbursement of expenses, the investment of balances and the monthly reconciliation of Property Manager reports with bank statements.

III. ASSESSMENTS: All lots are assessed at a uniform rate. They are of two types, monthly and special. Monthly assessments are usually approved at the annual membership meeting, based on the next year's projected budget and effective at the beginning of the next calendar year. Special assessments are rare but may be required to meet unusually large expenses for capital improvements or unplanned maintenance and upkeep items. Unpaid assessments after thirty days are subject to interest charges of 6% per year [DC Art. V, sec 9]; [12% per BL Art. XI.] All assessments are secured by continuing liens on each property. Such liens are subordinate to first mortgages. [BL article XI] Membership Meetings addressing change in assessments require written notice to all members 30 to 60 days in advance. Such meetings require a quorum of at least 60% of the members, either in person or by proxy. If a quorum is not present, a subsequent meeting may be called within 60 days and requires a quorum of only 50%. [DC Art V. sec. 6] [Also see under **THE BOARD OF DIRECTORS** duties and powers item 9. above.]

MONTHLY. Although this rate is normally proposed and approved at the annual membership meeting, the Board of Directors have the authority to raise it up to a limit of 3% per year without approval. Amounts in excess of 3% require approving votes of at least two-thirds of the votes cast in person and by proxy. [DC Art. V, sec. 3 (1&2) and

**REMINGTON RIDGE HOME OWNERS ASSOCIATION
CONSOLIDATED REGULATIONS**

sec. 6.] Members shall be notified of assessment increases in writing at least thirty days in advance of the effective date. [DC Art. V, sec. 8; and BL 7.02 items 3A&B]

SPECIAL assessments for capital improvement require approval by two-thirds of the votes cast. Those for maintenance and/or upkeep items require only a majority; all special assessments are for one year only. They may be levied against individual lots but such cases require the assent of the affected owners. *[DC Art. V, sec. 4 & 5]*

IV. REVISION OF PROCEDURES.

Any Bylaw may be amended at any general membership meeting by a majority of the members voting in person and by proxy. However, in case of conflict between a Bylaw and a Declaration or an Article of Incorporation, either of the latter shall control. *[BL Article XII]* Revisions to the Declaration may be made by a written instrument signed by 90% of the lot owners which must be filed with the Centre County Recorder of deeds. *[DC Art. VI sec. 3]*

V. LEASING OF HOMES is permitted but subject to several limitations as described in *RR Article V, sec. 1.*

VI. PARKING is subject to several limitations as described in *RR Article V sec. 2* which includes the following. Vehicles must be parked in garages or else on paved areas. They must not block access to sidewalks or driveway entrances. Only passenger or pickup truck vehicles are allowed in open sight and must bear valid license plates. Any recreation or commercial vehicle must be parked in the garage. Any repairs taking more than twenty-four hours must be done in garages. Guest parking areas are reserved for temporary visitors. Parking is not permitted in the entry or cul-de-sac drives.

VII. PETS must be kept on leashes at all times when they are outdoors unless in a private patio. Pet owners are responsible for immediate clean up of any defecation. Violators are subject to a \$25.00 fine per occurrence. *[BM 9/13/94]* (For broader regulations regarding animals in general see *RR Art. VI sec. 9.C.)*