



Restated Rules of the Village of Franklin

Rev. 2024

CHANGES OR ADDITIONS IN BOLD

Table of Contents

PREAMBLE.....	2
I. RULES OF THE VILLAGE OF FRANKLIN.....	2
Section 1.1 Rules Pursuant to Restate Declarations.....	2
II. EXTERIOR OF BUILDINGS.....	3
Section 2.1 General Prohibitions	3
Section 2.2 Laundry	3
Section 2.3 Storage.....	3
Section 2.4 Changes and/or Additions.....	3
Section 2.5 Rules for Exterior of Buildings.....	4
III. INTERIORS OF BUILDINGS	4
Section 3.1 Garbage	4
Section 3.2 Damage of Common Area	4
Section 3.3 Noise, Vibration, and Odors	4
Section 3.4 Noise	4
Section 3.5 Contractors, Workmen.....	4
Section 3.6 Dumpsters	4
IV. GROUNDS AND WALKS IN COMMON AREA.....	5
Section 4.1 Land and Plantings	5
Section 4.2 Improvements and Adornments.....	5
Section 4.3 Fires	5
Section 4.4 Children, Skateboards and Inline Skates.....	5
Section 4.5 Firewood	5
V. PETS.....	5
Section 5.1 Disturbance, Interference, Indemnification, Hold Harmless	5
Section 5.2 Breeding, Total Allowable, Leashing, Waste Control, Noise.....	5
VI. VEHICLES	6
Section 6.1 Automobile Parking.....	6
Section 6.2 Parking Regulations, Speed Limits, and other Traffic Regulations	6
Section 6.3 Vehicle Maintenance and Repair	6
Section 6.4 Boats, Trailers, Trucks, or Commercial Vehicles	6
Section 6.5 Definition of Personal Pickup Truck	7
Section 6.6 Golf Carts.....	7
VII. EQUIPMENT AND INSTALLATIONS.....	7
Section 7.1 Repair of Utilities.....	7
Section 7.2 Person on Roof	7
Section 7.3 Alternate Heat Sources	7

VIII. WATER AND PLUMBING	7
Section 8.1 Water Conservation	7
IX. EXPLOSIVES AND INFLAMMABLES.....	7
Section 9.1 Prohibition and Storage	7
Section 9.2 Insurance.....	8
X. SECURITY	8
Section 10.1 Telephone Line Required	8
Section 10.2 Telephone Connected to Home Security Alarm System.....	8
Section 10.3 Keys	8
XI. MISCELLANEOUS.....	8
Section 11.1 Complaints	8
Section 11.2 Modification and Revocation.....	8
Section 11.3 Amendment of Rules	8
Section 11.4 Supervision and Control.....	8
Section 11.5 Delegation	8
Section 11.6 Radon	8
Section 11.7 Verizon FiOS Moving Out or Unoccupied Home Instructions.....	8
XII. RENTAL OF RESIDENCE.....	9
Section 12.1 Rental of Residence.....	9
XIII. TERMITE INSPECTIONS POLICY	
Section 13.1 Termite Inspection Policy	9

PREAMBLE

The following Village Rules are not merely suggestions or guidelines, but are Rules that are binding on each resident of the Village of Franklin. When we chose to buy our residence in the Village, we obligated ourselves to comply with the Rules of the Village of Franklin and in addition the Declarations and Covenants that have been filed with the Recorder of Deeds of Chester County. These Declarations and Covenants provide for the governance of the Village by an elected Council that has authority to make and enforce the Rules.

These Village Rules will be strictly enforced. First notice of violations will be sent to homeowner by HOA Management, followed by a fine if not corrected.

The “Village Rules” are how we ensure that each of us has the same idea of what we can expect of one another.

I. RULES OF THE VILLAGE OF FRANKLIN

Section 1.1. Rules Pursuant to Restate Declarations.

- (a) These *Rules* are promulgated by the Council of the Village of Franklin pursuant to the powers given to Council in Sections 2.3(b), (i) and (x) of the *Declaration of Covenants and Easements for the Village of Franklin* dated April 1, 1984, for the purpose of regulating the use of the Houses and the Common Area (including any buildings and

facilities thereon) for the mutual benefit of all Homeowners, bona fide residents of all Houses and bona fide guests. All Capitalized terms used herein have the meanings assigned thereto in the *Declaration*.

- (b) These *Rules* shall be binding upon all Homeowners, all tenants or residents of the Houses, all guests or employees of the Homeowners or persons invited onto the Village Land by a Homeowner for any reason, or any person coming onto the Village Land for any reason. It shall be the responsibility of each Homeowner to see to it that the tenants or residents of his House and any guest, service man, employee or other person invited onto the Village Land by such Homeowner obey the *Rules*.

II. EXTERIOR OF BUILDINGS

Section 2.1 General Prohibitions.

- (a) Any object erected or installed on the exterior walls or roof of any building or any other part of the Common Area without Council's consent in writing is liable to removal without notice and at the cost of the Homeowner for whose benefit the installation was made. No name, advertisement, sign (including real estate signs), notice, aerial, antenna, fan, satellite dish, air conditioner, generator or other object shall be placed on any part of the buildings or Common Area, or be allowed to hang or protrude from any window or door without Council's written approval. The foregoing shall not prohibit the display of customary holiday or seasonal decorations, subject to such specific limitations on type, manner or display, and must be removed within three weeks after the holiday.
- (b) Nothing shall be attached to the exterior of the buildings, and nothing shall be done that involves penetration of the siding, trim, or roof without prior Council approval. This Rule will prevent moisture penetration through the siding or roof, which can cause internal damage and rot, and will be strictly enforced. No-hole hooks vinyl siding hangers may be used.

Section 2.2 Laundry. No laundry shall be aired from any deck or patio, or on any part of the Common Area.

Section 2.3 Storage. No bicycles, toys, tires, tools, ladders, or other items of personal property may be stored on a patio, deck, under the deck or any part of the Common Area. Outdoor tables and chairs may remain set up on patios or decks, subject to such regulations as Council may issue from time to time. Lawn chairs, tables, barbecues, game equipment, toys, and other such items may be placed on the Common Area but must be removed when not in use.

Section 2.4 Changes and/or Additions. All storm and screen doors, windows screens, exterior lighting, awnings, skylights, window-well bubbles, stoop modifications, patio and deck enclosures, and room additions not part of the original construction shall be subject to *Franklin Architectural Guidelines* and Council's written approval prior to installation as to appearance, design, materials, and manner of installation and they become the responsibility of the Homeowner.

Section 2.5 Rules for Exterior of Buildings.

- (a) Extension of Patio. No extensions of existing patios or decks into the Common Area will be permitted.
- (b) Color Changes. There shall be no painting, staining or color change of the exterior of any building (including, but not limited to, any exterior doors, railings) pursuant to Article IV of the *Declaration*.
- (c) Outdoor Grills. Outdoor cooking grills shall not be used on any enclosed deck, patio, or garage. They may be used on an open deck or patio provided that least one of the following is available for use: a garden hose connected to a water supply which is turned on, fire extinguisher, or other fire protection method approved by the Council. Grills shall be positioned as far from the house or garage wall as possible, but not closer than six (6) feet. If being used on a deck, a fireproof pad shall be placed beneath the grill. If an awning covers the deck or patio, the grill must be used in an adjacent open space in the Common Area and must be removed from Common Area when not in use. If the awning covers only a part of the deck or patio, the grill must be at least six (6) feet away from the awning. The grill must be attended by a responsible adult at all times.
- (d) Decks. Colors of decks are determined by the Architectural Committee and a request form should be approved before staining/painting a deck. Also, hot tubs, jacuzzies etc. are not permitted on decks, patios, or on community property.
- (e) Flag Holders and Flags. A flag holder may be mounted on a house using a no-hole hook vinyl siding hanger.
- (f) Hand Rails. The Village does not promote/provide handrails, but if an owner wants to add a handrail, they can petition the Architectural Committee using the proper form (refer to Architectural Guidelines for requirements).

III. INTERIOR OF BUILDINGS

Section 3.1 Garbage. All garbage and other refuse shall be kept out of sight and deposited in tightly covered, waterproof containers located in Homeowner's trash bin on side of garage. Each resident shall take all reasonable steps to prevent such containers and the contents thereof from emitting odors sufficient to annoy any other resident of the Village.

Section 3.2 Damage of Common Area. All damage caused by the Homeowner to the Common Area shall be repaired and paid for by the Homeowner responsible.

Section 3.3 Noise, Vibration, and Odors. No **excessive** noise or vibration (example heat pump) shall be made, cooking or other odor created, nor shall any work or other things be done, which shall unreasonably disturb or annoy or interfere with the rights, comfort or convenience of the residents of the Village.

Section 3.4 Noise. **No musical instrument, television, radio, or sound amplifier shall be played or operated in such a manner as to disturb or annoy other residents of the Village.**

Section 3.5 Contractors, Workmen. Contractors or workmen employed by a Homeowner shall only be permitted to do any work in any House (except emergency repairs) during the hours of 8:00 am to 6:00 pm, Monday through Saturday.

Section 3.6 Dumpsters. The below regulations apply to all residents who wish to have a dumpster placed on common ground for personal use.

- (a) Maximum dumpster size – 15 yards.
- (b) The dumpster must be placed in a location where it does not interfere with trash removal and emergency vehicles of any kind.
- (c) All adjacent and potential effected Homeowners must be notified prior to the delivery of the dumpster.
- (d) Residents must receive written approval by Franklin Village Council prior to the delivery of the dumpster.
- (e) The dumpster must be placed on plywood and/or planks such that the dumpster does not come into contact with any blacktop surfaces.
- (f) The dumpster must be removed within five (5) business days of delivery. Failure to remove the dumpster within five (5) business days will result in a fine of fifty (50) dollars per day.

IV. GROUNDS AND WALKS IN COMMON AREA

Section 4.1 Land and Plantings. The land or plantings in the Common Area shall not be filled, seeded, planted, cultivated, rolled, cut, trimmed, edged, fertilized, removed, or otherwise treated except in accordance with *Franklin Village Landscape Guidelines* and after approval of a Landscape request form.

Section 4.2 Improvements and Adornments. No sign, lamp posts, fences, birdbaths, or other improvements or adornments shall be erected or placed upon the Common Area except in accordance with *Franklin Village Landscape and Architectural Guidelines*. No existing fences or enclosures, walks or curbs shall be painted, written or drawn upon, removed, marked, or otherwise defaced.

Section 4.3 Fires. No fires shall be caused or permitted except in fireplaces or for outdoor cooking grills as permitted under paragraph 2.5(c) above.

Section 4.4 Children, Skateboards and Inline Skates. Children shall not be permitted to loiter or play in the parking lots or roadways. Skateboards, Segways, inline skates (or similar items) may not be used within the Village.

Section 4.5 Firewood. No firewood shall be stored on the Common Area. It may be kept on patio, deck, shed, stoop, or under raised deck, in addition to the Homeowner's garage.

V. PETS

Section 5.1 Disturbance, Interference, Indemnification, Hold Harmless. Dogs, cats, or other animal pets may be kept in the House provided, however, that the presence of such animal does not disturb or interfere unreasonably with the rights, comfort, or convenience of the residents of the Village or cause injury to property. The owner of a House where any animal is kept or harbored or whose invitee brings any animal upon the Village Land shall be responsible for and shall indemnify and hold harmless Council, the Homeowners Association, and each other Homeowner from and against any loss or liability to person or property of any kind arising out of the presence of such animal on the Village Land.

Section 5.2 Breeding, Total Allowable, Leashing, Waste Control, Noise.

- (a) Total Allowable. No more than a combined total of two dogs, cats or other ambulatory pets may be kept in any House.

- (b) Breeding. No animal, insect, fish, or reptile of any kind shall be bred or raised in a house.
- (c) **Dog licenses are required.**
- (d) **Pet should be registered with HM Security. Information should be provided (and updated) on the Resident Contact Information card at the Main Security gate.**
- (e) **All domestic dogs and cats must have current rabies vaccinations.**
- (f) Leashing. **Pets must be on a hand-held leash at all times when outside the house.**
- (g) **No pet may be left unattended 'tied out' or in cages on decks, patios, or common areas. Invisible electric fences are not permitted.**
- (h) Animal Waste. **Pets shall be kept a respectful distance from shrubs, mulch beds, buildings and vehicles.** The pet owner shall promptly place any solid waste in a bag and put in the pet owner's refuse container. **Waste shall not be put in either storm water inlets or in sanitary sewers.**
- (i) Noise, Waste, Odors. **Every effort must be made to ensure that pet(s) do not cause a nuisance with noise or unsocial behavior, disturbance or threat to neighbors or other pets.**
- (j) **Pets that persistently cause an unreasonable disturbance to neighbors with noise and/or unsociable behavior are subject to action by Council which may include a warning, fines, or the pet's removal from Hershey's Mill.**
- (k) **Pets that cause physical harm or endangerment to persons, other pets, or real, common or personal property may be required to be removed immediately and permanently from Hershey's Mill. Owners are responsible for any loss or liability to persons or property arising out of the presence of such animal.**
- (l) **Council Rights. Council shall have the right to require that any potentially dangerous or habitually diseased, infested, unclean, or noisy animal, reptile, fish, or insect be removed from the Village Land. In the event of the breach of the Rule, Council or its agent, in the sole discretion of Council or its agent, may require of the owner of such pet or animal that it be permanently removed from the Village Land. Fines may be levied by Council for non-compliance, as provided in Article II, Section 2.5 of the Franklin Village Declaration.**

VI. VEHICLES

Section 6.1 Vehicle Parking. **Vehicles** shall be parked only within the designated parking areas or in the Homeowner's garage. The assigned garage shall be utilized before outside parking space is used. A second **vehicle** should be parked in the designated parking areas. Designated areas are defined as the parking spots immediately adjacent, in front of, or next to the building. A third **vehicle** is allowed if a third licensed driver resides at the residence. However, the third **vehicle** must be parked at the pool or designated overflow spot provided in the Village. Exterior parking of two vehicles should only be utilized for short periods of time (cleaning out a garage, moving out a golf cart, etc.). Extra exterior parking spots should be reserved for guests. Garage doors should be kept closed when the garage is not in use, and **vehicles** may not be parked in front of garage. No inoperable or unlicensed **vehicle** shall be parked within the Village Land for more than 48 hours. **Vehicles** may not be parked (stored) in the Village with protective covers. The Council shall have the right to cause any vehicle not

conforming to these regulations to be moved or towed away, as necessary, at the expense of the Homeowner responsible. Under no circumstances can any vehicle drive or park on any grassy areas of the Village, and must remain on paved areas.

Under special circumstances Council may approve a temporary rear parking authorization for moving furniture, appliances, etc., but this approval must be done in advance.

Section 6.2 Parking Regulations, Speed Limits, and other Traffic Regulations. All parking regulations, speed limits, and other traffic regulations posted or promulgated from time-to-time by Council shall be strictly obeyed.

Section 6.3 Vehicle Maintenance and Repair. No vehicle shall be repaired, tuned, or otherwise mechanically serviced or attended to (except for changing a flat tire or emergency jump-starting), washed, polished, waxed, vacuumed or otherwise cleaned (except for removal of snow and clearing off snow or dirt from windshields) on Village parking areas.

Section 6.4 Boats, Trailers, or Commercial Vehicles. No boats, trailers, recreational, or commercial vehicles other than automobiles and personal pickup trucks shall be parked on the Village Land. Temporary visitors with aforementioned vehicles may contact Hershey's Mill Security to arrange temporary parking in designated areas, at the discretion of Security.

Section 6.5 Definition of Personal Pickup Truck. A personal pickup truck is defined as a light-duty truck having an open cargo area with low sides and tailgate or a cargo area enclosed with a cap and is identified as a truck on the vehicle registration. Personal pickup trucks cannot have company logo(s), ladder rack(s), and/or lettering and all cargo in bed must be below the height of the sides. See Section 6.1 for utilization of garage.

Section 6.6 Golf Carts

- (a) Privately owned golf cart shall be similar in color, make and style to those used by the Hershey's Mill Golf Club. They must be equipped with two headlights, two taillights and a rear-view mirror.
- (b) Each golf cart must be clearly marked with the owner's house number in numbers 3 inches high on the front and rear bumper of the cart.
- (c) Golf carts are restricted to use on the Hershey's Mill golf course (Golf Club members and guests only) and on Hershey's Mill/Village streets.
- (d) Golf carts shall be housed in garages only, but not so as to interfere with the parking of the resident's automobile.
- (e) The driver of a golf cart must be licensed as a motor vehicle operator and must obey all parking, speed limits, traffic signs and other regulations applying to any other motor vehicles within Hershey's Mill Villages.
- (f) The owner of a golf cart must maintain liability insurance coverage on the operation of the golf cart of not less than \$500.

VII. EQUIPMENT AND INSTALLATIONS

Section 7.1 Repair of Utilities. No tampering or interference with, attempt to repair, alter or make a connection with any electrical, telephone, water, sewer, or other utility cable, pipeline, apparatus or equipment by any person other than a qualified contractor shall be permitted without prior written permission of Council.

Section 7.2 Person on Roof. No person other than a qualified contractor shall go upon the roof of the residential buildings, garages or other buildings, without prior written permission of Council or its Managing Agent.

Section 7.3 Alternate Heat Sources. The use in any House of propane, kerosene, or diesel-

fired space heaters or stoves, or wood-burning stoves is specifically prohibited. However, a Homeowner may request a propane fireplace insert. Request must be **submitted to the Architectural Committee** and approved by Council and meet Township requirements.

VIII. WATER AND PLUMBING

Section 8.1 Water Conservation. Water conservation should be practiced. Use of water for shrubs and lawn care shall be subject to regulation and limitation by Council.

IX. EXPLOSIVES AND INFLAMMABLES

Section 9.1 Prohibition and Storage. No inflammable or combustive material or any explosive or otherwise extra-hazardous fluid, material, chemical or substance shall be stored in any House except those materials in common use for ordinary household purposes. Storage in basement, garage, or shed is not permitted.

Section 9.2 Insurance. Nothing shall be done or kept in any House or in the Common Area which will cause the cancellation of or reduction of coverage of or increase the premium for any insurance maintained by Council pursuant to Franklin Village *Declaration*, or which violates any law, ordinance, or regulations.

X. SECURITY

Section 10.1 Telephone Line Required. Telephone service must be maintained in all Homes 365 days a year, whether the residence is occupied, vacant, or for sale. Violators will incur a \$25 per day fine and a lien placed on the property if not paid.

Section 10.2 Telephone Connected to Home Security Alarm System. The telephone line must be interconnected with the home's security alarm system, which is programmed to relay alarm signals to the Main Gate.

Section 10.3 Keys. All Homes must be kept keyed to Hershey's Mill Security Department emergency access system. Any owner wishing to change locks must do so in cooperation with the Security Department and A-1 Security (locksmith). Specifications for this are located in the *Architectural Guidelines for Franklin Village*. No smart keys are allowed. Lock changes shall be made at the Homeowner's expense.

XI. MISCELLANEOUS

Section 11.1 Complaints. Any complaints regarding maintenance and condition of the Village Land or the actions of Council or its officers, agent, employees, or independent contractors, or of any Homeowner or any members of his family, guests, invitees, employees, or independent contractors, shall be made in writing to Council or its Managing Agent, which shall be permitted (except in emergencies) a reasonable time in which to study and act upon the complaint before any other action is taken by the complainant.

Section 11.2 Modification and Revocation. Any consent or approval given by Council or its Managing Agent under these *Rules* may be revoked or modified at any time.

Section 11.3 Amendment of Rules. Council may amend these *Rules* from time to time.

Section 11.4 Supervision and Control. No Homeowner or resident of the Village of Franklin shall attempt to direct, supervise, or in any manner attempt to assert control over the employees of the Homeowners Association, or Council, or Council's Managing Agent. No employee shall be used to perform any function or service except for which said employee is

employed.

Section 11.5 Delegation. Council may delegate any of its responsibilities hereunder to its Managing Agent, except that only Council may amend these *Rules*.

Section 11.6 Radon. Request must be approved by Franklin Village Council and meet the requirements of the United States Environmental Protection Agency.

Section 11.7 Verizon. FiOS Moving Out or Unoccupied Home Instructions. The latest FiOS information regarding returning and/or keeping equipment when selling can be found here <https://hersheysmill.org/the-mill/telecommunications-update/>

- a. We are all required to provide telephone service and electrical power to our homes through settlement day when we sell our homes or when our homes are unoccupied for any reason. Since telephone is included in the Hershey's Mill bulk plan, the telephone services do not cost anything extra. If the home will be for sale, or unoccupied for any reason, the telephone (dial tone) and electrical power must be left on through settlement day.
- b. To return equipment and leave the telephone turned on, do the following:
 1. Verizon equipment may be returned any time as long as the account is left open and dial tone (telephone service) left on through settlement day.
 2. Call the Call Center (1-800-501-1172) and tell them you want to return Verizon equipment and cancel any extra services not included in the Hershey's Mill bulk plan. Emphasize that you do not want to cancel your bulk plan services. If you subscribe to any premium channels or any channel lineup other than the preferred channel lineup, tell the Call Center agent that all you want is the Hershey's Mill bulk plan and nothing extra. Be certain that they do not turn off the dial tone. Double check this with the Call Center agent before hanging up.
- c. Equipment that stays with the house:
 1. ONT (Optical Network Termination)
 2. Transformer
 3. Battery Back Up
 4. Extender – if purchased outright
- d. Equipment to be returned: (Note: Unreturned equipment will be billed directly to the current homeowner.)
 1. HD Set Top Boxes
 2. Digital Adapters
 3. Router
 4. DVR's
 5. Extender – if charged for monthly
- e. The agent will give you instructions for returning the equipment. The agent will send pre-paid mailing return labels and a box to mail the equipment to the address on file. The pre-paid return label package contains a label and box. The packaged equipment is taken to the nearest UPS location to be returned.
- f. Do not attempt to remove the ONT, Transformer, or Battery Back Up. These items remain in place.

XII. RENTAL OF RESIDENCE

****Section 12.1** Houses may be leased once for a minimum period of twelve (12) months and a

maximum period of twenty-four (24) months. Lease must be submitted to Franklin Village Council for review and approval prior to signing of lease. A copy of the Rules and Regulations must be included with the lease for review by the Lessee. The Lessee is required to adhere to all the Rules and Regulations of Franklin Village Homeowners Association. Under no condition may a Homeowner or any other party lease a House for an aggregate lease term period exceeding twenty-four (24) months. No subletting is permitted by the Lessee.

XIII. TERMITE INSPECTIONS POLICY

Section 13.1 Termite Inspections Policy

- a.** Franklin Village will conduct and pay for (1) termite inspection every other year.
- b.** The Homeowner may conduct a termite inspection on their unit in the year the inspection is not performed, however the cost of the inspection will be the responsibility of the Homeowner.
- c.** If a Homeowner conducts a termite inspection and it results in a recommendation for treatment, Franklin Village will cover the cost of the termite treatment with the contractor of Franklin Village's choice.
- d.** If there is any damage to the home caused by a termite infestation, all repairs will be the responsibility of the Homeowner.

Amended 12/14/2009; 11/1/2011; 2/12/2013; 3/2015; 2020; 2022; **2024