

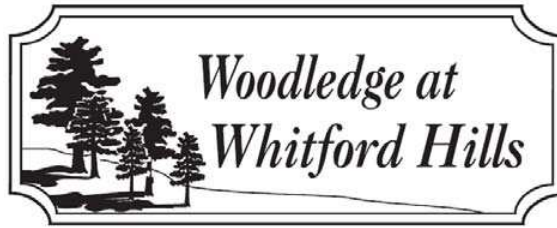
*Woodledge at Whitford Hills*

*Community Association*

***RULES & REGULATIONS***

*And*

***ARCHITECTURAL GUIDELINES***



**Woodledge at Whitford Hills Community Association**

**PREAMBLE TO THE RULES & REGULATIONS**  
**and ARCHITECTURAL GUIDELINES**

The Woodledge at Whitford Hills Homeowners Association is governed by its Declaration of Restrictions, Covenants and Easements, and By-laws. The Woodledge at Whitford Hills Executive Board of Directors has a fiduciary responsibility to observe and enforce these documents and to promulgate rules, as provided by Article IX, Section 9.04, Article XV, Section 15.01, Article XVII, Section 17.01 of the Declaration and the Pennsylvania Uniform Planned Community Act (the "Act"), 68 Pa. C.S.A. §5302. Owners, tenants, guests, licensees, agents, employees and any other person or persons that shall be permitted to use the Association owned areas and any other portions of the Property described in the Declaration shall be conclusively deemed to have accepted and ratified the provisions of the Declaration, By-Laws, and the Rules and Regulations of the Association and will comply with them in accordance with Article XVII, Section 17.01(A) of the Declaration and the Act.

A community association requires the cooperation of all its members. Members are invited to make suggestions to the Executive Board for the improvement and operation of the property. Any suggestions or ideas should be submitted in writing, signed by a member, and sent to the management firm. The Executive Board will review the suggestions and decide whether or not to consider them for approval. Members should not feel offended if their suggestions are not favorably acted upon. The Executive Board or Committee will explain the reason for its action either by letter or in person. A property manager for the management company appointed by the Executive Board may conduct walking surveys of the community for compliance with Rules & Regulations as stated in these Guidelines.

**Purpose**

The purpose of these Rules & Regulations and Architectural Guidelines is to promote consistency and predictability by putting in place a set of guiding principles and criteria to which this Executive Board and future Executive Boards will refer and use in reviewing, considering, and rendering a decision(s) on any applicable and/or potentially applicable existing condition(s) within the Woodledge at Whitford Hills community and on any current and/or future request(s) and/or submission(s) by an Owner(s) and/or Member(s) (as those terms are defined in the Declaration) regarding and/or relating to those certain protective covenants and restrictions contained in the Declaration, Bylaws and the Act.

The intent is to preserve and enhance the value(s) of all properties and/or facilities which are a part of the Woodledge at Whitford Hills community by maintaining an orderly, uniform, harmonious, cohesive, and common scheme among all Lots. The Declaration, Bylaws, Rules & Regulations and Architectural Guidelines shall be referred to herein, collectively, as the "Association Documents." Any capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them as set forth in the Declaration. To the extent any of the provisions of these Rules & Regulations or Architectural Guidelines expressly conflict with any of the provisions of the Declaration, the Declaration shall control.

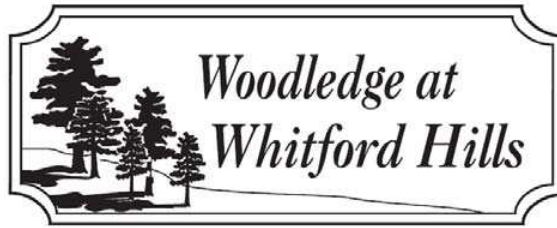
### **Executive Board**

Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of the Act, this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto, and the same as they may be amended from time to time by the Executive Board.

The Executive Board shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the Bylaws. A copy of Rules and Regulations and copies of any amendments thereto shall be delivered or mailed to each Unit Owner or occupant of a Unit promptly after the adoption thereof and shall become binding upon all Unit Owners.

### **Effect on Other Provisions**

The following rules supplement and do not supersede the Association By-Laws, the Declaration, or any statutes, ordinances or regulations. Specifically, the occupancy and use restrictions in Article XV, Section 15.01, and other rules, restriction and prohibitions set forth in the Declaration, remain in full force and in effect and should be consulted frequently by the Unit Owner. Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by members' employees, tenants, guests, and children are the responsibility of the members. The Executive Board welcomes the cooperation of all members in the enforcement of these regulations. We are all equally responsible for the comfort and well-being of our community.



## **RULES & REGULATIONS**

The Rules and Regulations set forth below were adopted by the Executive Board through a Resolution of the Executive Board pursuant to the terms of the Declaration, Bylaws and the Act and are effective immediately. These Rules and Regulations apply to all Woodledge at Whitford Hills Community Association homeowners, residents, guests, lessees, mortgagees and to all persons who may use any portion of the property within the Woodledge at Whitford Hills Community Association.

The Executive Board's interpretation of these Rules and Regulations shall be final. No specific provision contained herein shall be deemed to limit any general provision. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall continue in effect as if such invalid or unenforceable provision(s) had not been included. Whenever Executive Board approval or consent is required, such approval or consent may be granted or denied at the sole discretion of the Executive Board.

At all times, the use of Common Open Space and Association Facilities must comply with the Association Documents and all applicable laws. All homeowners, their guests, lessees, and all others who use any portion of the Property within the Woodledge at Whitford Hills community shall act in accordance with and shall comply with all applicable laws and the Association Documents. Each homeowner is responsible for insuring that the usage and occupancy of his or her Unit and that his or her property complies with all applicable laws and with the Association Documents, and shall not permit his or her Unit to be used or occupied for any prohibited use.

### **I. Occupancy and Use Restrictions**

**A. Residential Use:** All Units are restricted specifically to residential use and no form of commercial nonresidential use or activity shall be permitted. Each unit shall be used for residential purposes only; provided occupations carried on in the unit are permitted only if such use is incidental to the Unit's primary residential use and does not violate the restrictions set forth herein and no employees, customers or clients visit the Unit and the Unit Owner shall obtain prior approval from the Township. No home business activity on the property may be conducted to the extent that it becomes a nuisance or an annoyance to the community or neighbors. If noise, traffic, or safety issues intrude, all Township zoning ordinances and regulations will be observed and enforced.

**B. Soliciting:** Door to door soliciting is prohibited with the exception of prior approval of the Executive Board of Directors. Units are planned residential by Township law.

**C. Alteration of Common Elements:** Nothing shall be built, caused to be built or done so in or to any part of the Property which will alter or cause any alteration to the Common Elements without the prior written approval of the Executive Board.

**D. Appearance:** Each Unit shall be maintained in a neat, reasonable and well maintained condition by and at the expense of the homeowner. Owner maintenance responsibility includes, but is not limited to, maintenance, repair or replacement of the exterior and interior, doors, exterior building elements, roofs, siding, exterior façade, lights, garage doors, walkways to individual units, entrance steps, driveways, gutters, downspouts, windows, and power washing and maintenance of decks. Homeowners are responsible for painting all exterior doors and trim with approved Association colors. Deck and vinyl siding cleaning and power washing is a homeowner responsibility. Nothing on the exterior property, or the common open space of the Association shall cause harm or present a danger that would cause injury in the situation with animals unless warranted for health or safety reasons.

**E. Quiet Enjoyment:** No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates a hazard or nuisance on the property. No one shall make or permit noises which unreasonably disturb others or which interfere with their rights, comfort and convenience.

**F. Unreasonable Activity:** No activity shall be permitted within the community which unreasonably interferes with the quiet enjoyment and proper use of the residence or which creates or results in a hazard or a nuisance. No offensive activities shall be carried on, in or upon the Common Elements or in any Unit, nor shall anything be done herein willfully or negligently which may be or become an annoyance or nuisance to other residents of the Community, or which results in a hazard on the Property. The Unit Owners and occupants thereof shall comply with all laws, zoning ordinances and regulations of all government bodies having jurisdiction there over. Contractors and workmen must not perform work that would disturb the neighbors. Services, other than emergency work, shall be done on weekdays during regular business hours, after 7:00 A.M. and shall cease by 6:00 P.M. and on Saturday from 9:00 AM and shall cease by 4 P.M. Only emergency work is permitted on Sunday.

**G. Organized Events:** Any organized event to be held on any portion of the Common Open Space and/or Association Facilities because of insurance purposes must have prior approval by the Executive Board. This provision does not apply to individual homeowner parties or gatherings. Organized events are events not sponsored or endorsed by the Association, that may include one-time, occasional or sporadic, or recurring/periodic not planned or organized events by a homeowner or homeowners where money is contributed, or exchanged whereby nonmembers of the Association are solicited or invited to attend or participate. Such events include outdoor garage or yard sales individually or organized and must be approved by the Executive Board of Directors. Hosts of organized events are responsible for ensuring that their invited guests comply with all Association Rules and Regulations, including, but not limited to,

Township codes for parking and speed limits within the community. No Unit Owner shall carry on, or permit to carry on, any practice for an organized event which unreasonably interferes with the quiet enjoyment and proper use of other Association members or occupant of any other Unit, or which creates, or results in a hazard, or nuisance to other homeowners, and the Association.

**H. Increase of Insurance Risk:** Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of any Buildings or the contents thereof beyond the rates applicable for Units without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any building or by the contents thereof or which will be in violation of any law.

**I. Leases:** Lease agreements must be in writing for a term of not less than one (1) year and approved by the Association, which approval shall not be unreasonably withheld. No Units may be purchased for the purpose of leasing the Units to others. The Units are intended to be occupied by the Owners of such units for a minimum period of 12 months after purchase. Leasing requires timely notification to the management office of the name and address of the tenant and an executed copy of the lease. The lease must state that lessor and lessee agree to abide by all terms, conditions and covenants of the Declaration and By-Laws and the current Rules and Regulations of the Association. The lease must also state that prior to the signing of the lease, the lessee has received from the owner a current copy of the Woodledge at Whitford Hills Governing Documents. Unit Owners will be held responsible to ensure that the tenant abides by all provisions of the Association Documents. Any tenant must comply with, and will be bound by, all provisions of the Association Documents in the same manner as if he or she were a Homeowner and will be liable to the Association for any violations thereof. The leasing of any home shall not affect the liability of the homeowner with respect to his or her obligations under the Association Documents. The responsibility of the homeowner also includes any damages caused by that tenant. This Rule shall not alter the provisions set forth in Article XIV, Section 14.02 of the Declaration, which should be consulted by the Association member for complete information.

**J. Obstruction:** Unit Owners or occupants may not obstruct the Common Elements in any way, including, but not limited to, interfering with any storm water management system. Owners or occupants may not store anything in or on the Common Elements without the prior written approval of the Executive Board.

**K. Signage:** No signs, banner, flag, billboard or advertisement of any kind, including, but not limited to informational signs, for rent signs, contractors/ subcontractors, whether free standing or affixed to the Unit may be posted without the prior written consent of the Executive Board. No sign shall be nailed or otherwise attached to trees, mailboxes, townships signs, street light poles, stop signs or on any of the Common Elements. One Real Estate "For Sale" sign may be placed in the window only. The sign must be removed 5 days before the closing date. Free standing "Home for Sale", "Open House", and directional signs are not permitted to be displayed except one hour before and until one hour after the scheduled open house. No "Open House", "For Sale" or other signage shall be erected at the entrance of the community without permission

of the Executive Board. Security signs must be staked in the mulch bed close to the house foundation. No other signs of any kind may be displayed on the house, or lot.

**L. Open Space & Wetlands:** The disturbance of the Common Open Space including wetlands basins in any manner including dumping, or discarding trash in or around the Common Open Space or Association Facilities is strictly prohibited. Unit Owners or occupants may not obstruct the Common Elements any way including, but not limited to, interfering with any storm water drainage. Owners or occupants may not store anything in or on the Common Elements without the prior written approval of the Executive Board. Damage to the Lot or Association-owned area is the responsibility of the owner involved and will be promptly repaired, by the Association, at the owner's expense. This includes damage from moving vans, service employees and materials, recreation, pets, abuse or negligence.

**M. Walking Trail:** Due to insurance concerns and for the safety of everyone using the walking trail, the use of skateboards, motorized and non-motorized scooters, go carts, motorbikes, roller skates, or roller blades, are not permitted on the walking trail or the common and open space lawn areas of the community.

**N. Field Sports:** The playing of field sports is prohibited on walking trail, and common or open field areas of the open space of the community.

**O. Bicycle Riding:** Bicycle riding on the walking trail and sidewalks of the community is permissible, but not on the property of other homeowners.

## **II. Grounds and Landscaping Maintenance**

**A. General Terms:** In general terms, the Association is responsible for maintenance and repair to all Common Open Space and Association Facilities.

**B. Snow Removal:** The Association is responsible for all snow and ice removal from community sidewalks, driveways and the front entrance walkway. Snow removal services will begin when snow has accumulated to two (2) inches or more. Snow removal services may not begin if accumulation is less than two (2) inches, depending upon conditions or if there are special circumstances authorized by the Executive Board. Prior to a snow or ice storm, homeowners should put as many vehicles as possible in garages. Vehicles that cannot be garaged may need to be moved from the driveway when the contractor arrives at your home for snow removal. Homeowners should remove any vehicles from roadways in accordance with township regulations for snow removal during snow emergency events. The average time per snow removal event in the community for sidewalks, walkways, and driveways is 4 hours. Any damage should be reported to the management company within 72 hours.

The snow removal contractor may perform the following services for snow or ice storms depending upon overall weather conditions including temperatures, and forecast, and is presented as a guide:

1. Minor snowfall (2 inches or less)

- If necessary, and depending upon conditions, the contractor may apply calcium chloride to slippery or icy sidewalks, entrance walkways and driveways.

2. Snowfall (over 2 inches) Contractor will perform the following:

- Remove snow from sidewalks, entrance walkways, and driveways.
- Apply calcium chloride to slippery or icy driveway, sidewalk, and front entrance surfaces.

3. Major Snowstorms (10 inches or more)

- Generally, snow removal operations will begin once the storm has ended, however the contractor may elect to begin snow removal operations for the sidewalks, front entrance walkways, and driveway during the snow storm as to not allow snow accumulations and the duration of the storm to hinder the contractor's ability to effectively remove snow based on manpower, equipment capabilities, and snow placement limitations.
- Contractor will apply calcium chloride to sidewalk, front entrance, and driveway surfaces and will repeat applications as necessary.

**C. Lawn Maintenance:** The Association is responsible for the maintenance including fertilizing, mulching, edging and pruning and weeding landscape beds. Homeowners are responsible for watering their lawn, mulched beds and trees. Repairs and or the cost of lawn replacement due to the failure to water will be the responsibility of the homeowner. Lawn repairs including seeding and sink holes are the association's responsibility.

**D. Landscaping:** Homeowners own and may install and remove annual plantings, flowers, trees and shrubs within the mulched bed perimeter of their Unit without Executive Board approval. Homeowners will be expected to follow the guidelines below for all landscape plantings including those installed with or without Executive Board approval within the mulched bed perimeter of their Unit.

1. Homeowners must remove all dead plantings within the mulched beds of the perimeter of the home and shall purchase comparable replacements, with the exception of trees.
2. New planting (s) three feet or under at maturity will not require Executive Board approval. Homeowners may transplant shrubs from existing beds to other beds within the mulched beds of the perimeter of the home without an ARC form, and will not require Executive Board approval. New planting(s), exceeding three feet in height at maturity will require an ARC form and Executive Board approval.
3. Trees within the mulched beds of the perimeter of the home are the responsibility of the homeowner. Regardless of the height, trees within the mulched bed perimeter of the home may be removed without an ARC form or Executive Board approval. Homeowners



may not replace with a like kind tree or other tree type without an ARC form and Executive Board approval.

4. Homeowner plantings must be reasonable in proportion to the other bed plants, and cannot create an appearance of overgrowth, shall not hinder the surrounding perimeter siding or foundation of the home that would require cleaning of the siding and does not create a financial burden on the association for trimming or pruning. Planting of vines that attach to the home are not permitted.
5. Shrubs, bushes, and trees may not be planted or replaced between two unit driveways without an ARC form and Executive Board approval.
6. Creation of flower beds or planting(s) cannot extend into lawn or sidewalk area.
7. Homeowners are responsible for the maintenance of homeowner installed flowers.
8. The Association is responsible for only shrub pruning and trimming, as well as mulching the beds, and conducting spring and fall cleanups for all landscaping beds. Trimming or pruning of trees within the mulched bed of the perimeter of the home is a homeowner responsibility.
9. The Executive Board has the right to require planting(s) be pruned, trimmed or removed by the homeowner if planting(s) do not meet stated guidelines. The Executive Board may impose an assessment for the maintenance of any plantings that a homeowner plants around their Unit, and fails to maintain.
10. Any planting(s) installed by homeowners may not interfere with the Association landscaping contractor's ability to maintain individual lots. The Association and its contractors are not responsible for any damage to homeowner planting(s). Although the Association is not directly responsible for damage either intentionally or unintentionally the management company upon written request from the effected homeowner, shall review the matter with the contractor for appropriate remediation if warranted.
11. Changing the composition or color of landscape mulch is not allowed. Widening walkways with bricks, pavers, stone, etc. is prohibited.
12. Homeowners are responsible to ensure that all plantings in the landscaping beds within the mulched bed perimeter of the home maintain a similar look, consistent with other association plantings. The planting of trees, or shrubs, or the creation of any other landscaping beds on any portion of the Common Open Space is not permitted. Planting of flowers is permissible.
13. Homeowners are responsible for maintaining their beds in a neat and orderly manner in addition to the services provided by the Association. Trees beyond the mulched bed

perimeter of the home are owned by and the responsibility of the Association and may not be removed by a homeowner without permission of the Executive Board.

14. Homeowner installed perennials shall be cut back and annuals removed from the flowerbeds by the end of November. Ornamental grasses and winter garden plants may remain to be cut back in early spring. Artificial plants and flowers may only be used for front door wreaths, swags, and baskets, and during the winter as holiday decorations, and other seasonal decorations.
15. No fruits or vegetables may be grown on the lots or any other part of the property; however vegetables may be grown in pots during the growing season. Planted pots may be placed on decks, patios, under decks or within the mulched bed perimeter, but not in the Common Area or visible to the street.
16. Landscape lighting around the perimeter of the home is permissible. All other exterior lighting requires an ARC form and Executive Board Approval.
17. The Association is not responsible for artillery fungus spores on vinyl siding as a result of the mulch. To address this matter the Association will allow as a solution the substitution of mulch with landscaping stones as follows.
  - An ARC form with Executive Board approval will allow the association's landscaper to remove the existing mulch, only around the mulched beds of the perimeter of the home in the existing mulch beds.
  - A weed mat must be installed in the existing beds, then sand color landscaping stones installed on top of the weed mat around the perimeter of the home in the existing beds.
  - Where necessary the landscaping contractor will install a landscaping border to prevent the stones from entering onto the lawn areas.
  - The work must be performed by the association's landscaper and paid for by the homeowner, with no credit or allowance for unused mulch to the homeowner.
  - Any approved changes around the perimeter of the home must include the entire perimeter of the home where there is an existing mulch bed and no new beds will be created where none exist at the time of the request.

**E. Exterior Appearance:** Homeowners must comply with the Eleventh Amendment to the Association's Declaration for exterior maintenance that includes: roofs, driveways, walkways to the front door, porch, gutters, downspouts, exterior façade, siding, exterior lights, garage doors, decks, patios including exterior painting and power washing, and all other exterior maintenance, repair and replacements facilities not owned by the Association, but owned by the Unit Owner, and controlled by the Association for material, color etc. to maintain the appearance of the community.

The Association shall have the right but not the responsibility to maintain, inspect, repair, or replace all exterior facilities. The Unit Owner has the responsibility for repair & maintenance

that includes seal coating, painting and power washing and replacement of all exterior facilities. If the unit owner fails or refuses to maintain, repair or replace any of the exterior facilities upon written notification to do so from the Association, the Executive Board of the Association shall have the right to maintain, repair, or replace all exterior facilities as part of a plan to maintain the appearance of the community if the unit owner fails or refuses to maintain, repair or replace upon written notification to do so from the Association.

Should the Executive Board elect to exercise its right, the cost of such maintenance, repair, and/or replacement of all exterior facilities shall be assessed against the unit owner who receives the benefit including management firm and legal fees with payment to the Association. No Unit Owner shall alter the Common Elements or change the exterior appearance of the improvements or his Unit, including adding railings, solar panels, storm doors, satellite dishes, etc., without the prior written approval of the Executive Board and compliance with all applicable provisions of the Declaration, the Bylaws and any Rules and Regulations promulgated by the Executive Board.

No Unit Owner may make any exterior improvement to his unit, notwithstanding the requisite written approval of the Executive Board (Architectural Request Form) and when necessary obtaining all approvals and permits required by the Township. The review process by the Executive Board/ ARC may take up to 45 days for a final decision. The Executive Board/ARC will do everything possible to expedite the decision process. In no case may the applicant proceed with the proposed undertaking until all necessary prior approvals have been received in writing.

The Executive Board may impose a Limited Common expenses assessment for the maintenance of any existing plantings that an Owner owns or plants around their Unit, but fails to maintain.

Exterior maintenance of dwelling units, including painting, roofing, driveway sealcoating, and sidewalk repair must be done in accordance with the Association Documents. Changes to exteriors of unit from the original materials, style, size and colors, including windows, door designs, roofing, decks and siding are not permitted. If original materials or colors, style or size are no longer available and an ARC request is required for submission, questions should be directed to the management company, property manager or the Executive Board.

All exterior lighting fixture changes require Executive Board approval. Exterior lighting fixtures must remain uniform to preserve the continuity for all exterior door light fixtures and garage exterior light fixtures. Consult the property manager or the Executive Board for an acceptable replacement if the original fixture is no longer available for replacement. All exterior lighting must be shielded to prevent glare or annoying emission of light that may unreasonably affect other units, roads or common space. All exterior lighting should be directed on that unit owner's property only. In all cases, lighting should not shine on to neighboring properties or into the eyes of vehicles on roadway. The use of colored light bulbs in exterior light fixtures is not permitted at any time during the year.

Roofs, siding, gutters and downspouts of the same color and size may be replaced as required without submission and prior approval. Replacing an entire roof surface requires prior Executive Board approval and the submission of an ARC form, notating the materials, and colors for the replacement. All other roof repairs do not require prior approval.

1. Roof: Specifications for roofing are GAF with the color of Weather Wood.
2. Siding: The siding to the home is manufactured by KP Building Products, and the color is Beaded Sandstone.
3. Garage Doors: Garage door color and style as installed and finished by the builder may not be changed.
4. Gutters and Downspouts: Gutters and Downspouts must be replaced with gutters and downspouts of the exact same color and style except that larger size gutters and downspouts are permitted. Changes in the gutter and/or downspout style or color are prohibited. Changes in size require Executive Board approval with an ARC form. Note that, unless otherwise decided by the Executive Board, the Association will clean the gutters and downspouts annually.
5. Awnings: Sun Setter Awning System ARC Form needed for Executive Board approval.
  - A. Patterns - Wheat (3961, pinstripe)
  - B. Natural Linen (7952 - solid)
  - C. Eclipse Awning System / Eastern Sunflex System
  - D. Sunbrella fabric – Parchment, Linen
  - E. Incline Parchment (4890-0000)
6. Storm Doors: Andersen Full View 4000, 3000, 2000 Series clear glass with NO etched design, white frame or Pella Full view - clear glass with NO etched design, white frame. ARC Form needed for Executive Board approval.
7. Windows: All window and door replacements must match the original size, color and style. All windows, window screening and window panes must be well maintained at the unit owner's expense. Window and door replacements of a different style and size require an ARC form, and require Executive Board approval. Homeowners may choose a manufacturer of their preference. The builder installed windows are Silverline.
8. Patios/Sidewalks: All patios, walkways, steps and porches repairs or replacement must be the same size of the original from the builder, constructed of poured concrete. Requests for other materials, e.g., stamped concrete, pavers, stones, etc. will be denied. Sidewalks from the driveway and driveways are the responsibility of homeowners and are to be maintained in a safe condition. The homeowner is responsible for replacement or repair of cracked, broken, or hazardous sidewalks from the driveway to the front door entrance.

9. Decks: All deck repairs or replacement must be the same size of the original color and materials as constructed by the builder. Deck furniture may remain on the deck during the off season. Nothing else may be stored on or under the deck, on the front entrance, or on the lot at any time. Units and lots must be kept neat and clean.

10. Special Provisions Concerning Decks: As outlined in the Declaration Article XV Section 15.01 Z, each unit will be constructed with a deck that is situated in the Open Space of the Community. Every deck attached to a Unit shall be a Limited Common Element for the benefit of the Unit to which it is attached. Each Unit owner shall be responsible for a deck attached to his or her Unit. **However, no Unit Owner shall be authorized to alter a deck attached to his or her Unit in any manner that would increase the size or area of the deck beyond its original size, and shall be prohibited from seeking approval of the Township for the same, including the addition of steps.** This restriction against alteration of a deck that would increase its size or area shall also be included as a deed restriction in the Deed conveying the Unit to the Unit Owner and shall be enforceable by the any member of the Association, the Association itself, or the Township.

1. Painting or staining of decks is prohibited.
2. Staining of support pressure treated deck post is permissible with clear coat stain.
3. To clean our Trex decks, Krud Kutter product is recommended.
4. Removal of weeds and any debris under decks is a homeowner responsibility

11. Painting:

1. Exterior trim painting recommendation is MAB seashore acrylic semi-gloss- White/pastel base
2. Front door Sherwin Williams- Old Colonial Red

**F: Exterior Objects and Ornaments:** Exterior garden objects and ornaments may not be offensive and may include a REASONABLE number of tasteful displays, seasonally appropriate that include potted plants, statuary, bird baths, feeders, wind chimes, mobiles, reflector balls, animal replicas, benches, and other lawn and garden decorations and may be only placed in the landscape beds and not affixed to the unit, or Association Common Property.

Nothing shall be hung from trees of the Association Common Property with the exception of holiday ornaments & lights. Garden banners are limited to small banners placed in a mulched bed. The Association reserves the right to request removal of objects deemed offensive, or excessive as a reasonable and necessary measure, to protect owners' interests and market value of their home and association property.

- No more than two wrought iron single or double hook plant hangers not taller than 72

inches are allowable placed only in mulched beds. Trellises or arbors are not permitted.

- Hoses shall be neatly coiled, and off driveways and grass when not in use. A hose box or stand is recommended for storing front and rear garden hose.
- Structures including doghouses, playhouses, sheds, arbors, basketball backboards, poles, portable basketball units, swing sets, tents, or other outdoor recreational equipment including inflatable recreational equipment (jungle gyms, bounce structures) are not permitted. Play and recreational objects must not be left visible on the lot or the common ground when not in use. Such equipment must not be permanently displayed on the house or grounds.
- Antenna to the extent permitted by law, a DBS antenna, MDS antenna or transmission – only antenna may be erected on a unit provided it is not greater than one (1) meter in diameter and prior approval of the Executive Board is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above – listed antennas may be erected. Qualified antennas must be erected on the rear of the unit, unless such placement impedes reception in which event such antenna may be erected in another location on the unit provided that it is screened by landscaping or other materials where reasonable.
- Air Conditioners: All Unit Owners shall be prohibited from installing, placing, constructing or otherwise using any window air conditioner, fans and the like in their Units.
- Accessory Buildings: No tents, storage tanks or pods including accessory buildings or structures shall be erected or permitted to remain on a Unit lot.
- Beach or Lounge Chairs: Chairs are allowed on front porches, back patios and decks.
- Burning: No Unit Owner or occupant shall burn anything on, over or above the Common Elements.
- Fences: No fences of any kind shall be permitted with the exception of deck privacy with an ARC request and Executive Board Approval. Sunscreens or invisible fences are not permitted.
- Speakers: No exterior loudspeakers other than as those contained in portable radios or television sets shall be permitted, nor shall unshielded flood lights be installed in any exterior area of any Unit or any balcony, patio, deck or terrace appurtenant thereto without the express written permission of the Executive Board.
- Swimming Pools: No swimming pools or hot tubs shall be erected or installed on any Unit. Kiddy pools are permitted in rear yards or on rear decks only, and only on a temporary basis, whereby the pool is emptied nightly so as to maintain a healthy lawn

area, and to not have stagnant water that could promote mosquito growth. Pools may not be stored under the deck.

### **III. Animals and Pets**

As stipulated in the Declaration, Unit Owners shall not keep in any Unit, animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats; provided that in no event shall a Unit Owner or occupant of any Unit keep any more than a total of two (2) dogs or cats. Pets shall not be permitted to run loose or uncontrolled around their Unit and the Common Elements. Unit owners shall immediately clean up any waste left by their pets anywhere on the property. No dog houses shall be permitted. Electric underground fences shall not be permitted. If in the opinion of the Executive Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, after written notice, may be fined. Pets may not be left unattended or leashed in yards, or garages or on porches, decks or patios.

Pet owners are responsible for ensuring that their pet does not cause any nuisance or disturbance to other unit owners and their guests, including, but not limited to, excessive barking. Any pet damage to property shall be promptly corrected at the pet owner's expense. The curb, front, side and rear lawn areas are owned and cared for by the Association, and as such the Executive Board request that all dog owners exercise care when walking their dog to minimize lawn damage. We recognize that dogs need to relieve themselves, however where and when this course of nature occurs is unpredictable. As a courtesy to all homeowners, we ask that before dog owners begin their walk, to spend a few minutes allowing the dog to relive themselves on the owner's property before beginning the walk. Unit Owners shall immediately clean up any waste left by their pets anywhere on the Property. To discourage the attraction of unwanted animals or rodents, leaving food and water bowls outdoors is prohibited.

### **IV. Birdfeeders and Birdhouses**

Birdfeeders and birdhouses may only be placed in landscape beds, in the open space wooded area away from the home, and may not be placed on the lawn or hung on the deck. Homeowners are expected to ensure attracting birds shall not present a health hazard nor become a nuisance to neighbors, for example, attracting flocks of birds, and rodents, and must not impede the landscapers ability to perform lawn maintenance. Should the Association be cited by the Chester County Health Department for issues relating to birdhouses and feeders that CCHD deems a health risk, homeowners cooperation is expected to remove or relocate the birdhouse or feeders in such situations and comply with CCHD recommendations. Birdhouses and Birdfeeders may not be placed in a location that impacts the landscaper's ability to perform their services. It is recommended that Unit Owners have no more than one birdfeeder and one birdhouse.

### **V. Streets**

Driveways, streets, and other exterior parking areas on the property shall be used by Owners, occupants and guests for four wheel passenger vehicles; motorcycles and standard bicycles only.

No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, or trucks which are used for commercial purposes, contain commercial lettering, or commercial equipment, or other than sport utility vehicles that have a capacity in excess of one-half of a ton registered as a commercial vehicle with the State Department of Transportation shall be permitted to be parked on the property, except on a day to day temporary basis in connection with repairs, maintenance, or construction work on the Unit or if entirely enclosed in a Unit Owner garage. No motor vehicles including, but not limited to, mini-bikes, snowmobiles, golf carts, and motorcycles, may be driven on the Property other than on streets and driveways by any Unit Owner, occupant or guest.

## **VI. Motor Vehicle Usage and Restrictions**

Homeowner and guest parking are permitted only in garages, driveways and roads. Vehicles parked in violation of the following regulations will be fined or towed at the resident's expense, without further notice, according to Township regulations. All vehicles must show evidence of being currently registered, licensed and inspected.

1. Driveways and street parking areas are for passenger vehicles only. Except for daytime service trucks, commercial trucks, trailers, boats, campers, motor homes, and commercial or disabled vehicles shall not be parked or stored anywhere in Woodledge at Whitford Hills. Covered vehicles must be kept in the garage. Moving pods may not be stored in the driveway or street without notification to the Management Company and Executive Board approval.
2. Overnight parking of recreational vehicles, trucks larger than crew cab style 4 door trucks, lettered trucks, large vans, boats, motorcycles, snowmobiles, trail bikes, trailers and any other similar type of vehicle is not allowed other than in a homeowner's garage. Owners, tenants, families, employees, visitors, etc. must obey traffic and parking regulations and signs pursuant to Township regulations. Overnight parking of homeowner hired contractor equipment requires notification to the Management Company and Executive Board approval.
3. Servicing and repair of vehicles is not permitted outside of the garage area. Old fluids must not be dumped into street drains because of the potential pollution to the ponds, streams and ground.
4. Parking is not permitted: (by order of the Township or the Association Declaration) in front of driveways, under/next to a no parking sign, impeding emergency access or owner access, in the streets during a snow emergency, impeding snow removal. In posted no parking areas, by fire hydrants, and in front of mail boxes, in fire lanes.

## **VII. Seasonal Decorations**

Seasonal decorations must comply with the following:

1. All Holiday lights and decorations shall be placed no sooner than 30 days prior to a



holiday and removed no later than 14 days after a holiday (weather permitting). Extension cords must also be removed at the same time.

2. Recommended light color for Holiday lighting is white.
3. All decorative lighting is to be reasonably limited in scope, size, intensity and variety. Decorations shall not unreasonably interfere or become a nuisance with adjoining unit owners or others in the community. All exterior fixture bulbs must be white. Fixtures are standard. Floodlights should be carefully positioned to avoid disturbing neighbors.

### **VIII. Trash and Recycling**

Trash removal and recycles are scheduled on Tuesdays. Trash shall be kept in the garage until the night before or the morning of pickup. It shall be bagged with black trash bags marked "West Whiteland Twp." and can be purchased throughout the township, securely fashioned. All rubbish, trash, garbage, bulk items and other waste materials must be maintained in neat and secure fashion at curbside. Recycles (glass, plastic, and paper, co-mingled) should be placed in separate green West Whiteland containers. Containers must be returned to the garage by the evening of pickup. (Christmas trees will go out with the regular trash, with ornaments and tinsel removed prior to placing them by the curb on trash day.

No service will be rendered on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas. Service will be rendered on the next scheduled collection day. Bulk pick up is the last Tuesday of the month with a limit of three items. Residents must make individual arrangements with the trash hauler for additional and very large items. Trash containers must be placed curbside after 5 P.M. on the day prior to collection. Trash containers must be returned to the inside of the unit by the evening of trash collection day. To avoid trash blowing throughout the community due to high winds, etc. unit owners are responsible for the following:

1. Emptying, breaking down and securely tying all boxes.
2. Picking up any loose trash.

**PLEASE DO NOT LET PAPER OR CANS BLOW INTO THE STREET.**

### **IX. Clothes Lines**

No clothes lines, clothes poles, or any outside hanging of clothes shall be permitted.

### **X. Window Treatments**

Draperies, blinds, curtains, or other window coverings must be installed and maintained on all non-stationary (operable) street facing windows of the Unit at all times. Temporary window coverings are permitted up to thirty (30) days after purchase of the Unit, but prohibited thereafter. See the 9<sup>th</sup> amendment.

## **XI. Safety**

Gas or electric grills are permitted on patios or decks. No other flame producing grills, fire pits, or heating devices are permitted on decks, landscape beds or Common Property. Fire extinguishers are recommended to be kept nearby. Fireworks are not permitted anywhere on the homeowner or Association owned property.

## **XII. Violations and Orders for Correction**

No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following such procedures as are established by the Executive Board by Rule or Regulation consistent with the provisions of this Section. The Executive Board, or a committee as may be appointed by the Executive Board, shall hear claims from Owners of alleged violations of the Declaration, Bylaws and Rules and Regulations (other than violations with respect to Assessment obligations) of the Association.

The Executive Board or such committee shall hold a hearing on any such claim within thirty (30) days after the receipt by the Executive Board of a formal written notice of a claim from a Unit Owner. A decision shall be issued in writing by the Executive Board within ten (10) days after the conclusion of the hearing. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the hearing process and the enforcement of the Declaration, Bylaws and Rules and Regulations.

Unless the internal remedies provided by this Section and Rules and Regulations as may be promulgated by the Executive Board shall be expressly waived by the Association, or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Unit Owner until such internal remedy is pursued to exhaustion.

Any action by a Unit Owner against any other Unit Owner arising out of any term, covenant or condition contained in this Declaration, the Bylaws or any Rule or Regulation made pursuant thereto shall be subject to the same procedures. In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to be represented by counsel.

## **XIII. Delinquent Assessment Collection Policy, Late Charges and Fines**

**A. General Provisions:** The Association shall take prompt action to collect any assessments due which remain unpaid for more than 30 days from the due date. Any assessment not received by the 10<sup>th</sup> of the month shall be termed delinquent. On the 11<sup>th</sup> day of each month, and automatic delinquent fee of \$50 will be assessed to every account with a balance in excess of \$50 in addition to accruing interest at the rate of 15% per annum, beginning to accrue thirty (30) days after the due date of the assessment, pro-rated for any portion thereof or any such other rate as may be determined by the Executive Board.

The Association may bring legal action against any delinquent Homeowner.

Whenever a delinquent balance exceeds \$25, a 1<sup>st</sup> time delinquency letter shall be mailed to the Unit Owner. If no response is received by the Association within 7 days, a second notice will be mailed to the Unit Owner. If no response to the second notice is received after 7 days, a third notice will be mailed to the Unit Owner. Included in the third notice mailing will be:

- a. A copy of the Account History which shows the recent charges and payments.
- b. A statement reflecting the amount of accelerated fees, if charged.
- c. An explanation that the owner has 7 days to question the records or else it is assumed the debt amount is correct.
- d. Information on who the Unit Owner may contact to obtain further information and have questions answered.
- e. Request for payment in full within 10 days.

If the balance is not paid within the 10 days and no other satisfactory arrangements have been made, the remaining installments for the fiscal year shall become due and payable (accelerated). A letter will be sent notifying the Unit Owner of this action and the amount due including any accrued legal charges. A copy of this letter is sent to the Mortgagee, if possible.

As provided by Declaration, all related charges for collection of any delinquent account shall be the responsibility of the Unit Owner. Included are court and legal costs, attorney fees, late fees, interest, as well as the delinquent assessment fees. All related bank charges for returned checks will be assessed.

Should the account be brought current and a delinquent balance occurs again during the same fiscal year, the Executive Board reserves the right to accelerate remaining installments without prior notice pursuant to the Declaration at 13.05 at the Executive Board's option. The Executive Board may accelerate the amount owed by the Unit Owner to include amounts for the next twelve (12) month period following the due date of the last unpaid assessment.

The delinquent Unit Owner, (including family, friends, or tenants) will not have any Association voting privileges, nor run for or serve on the Executive Board (or any of its committees) for as long as the delinquent account remains unpaid.

Legal action on a delinquent account may result in any of the following steps as is required to collect amounts due:

- a. Enforcing the lien which could prohibit resale or remortgaging of the Unit.
- b. Foreclosure and sale of the Unit in a manner similar to a mortgage foreclosure.

The Executive Board may exercise any and all of its rights as permitted by law and its decision is final.

**B. Fine Procedures:** In the event that an Owner violates any provision of the Declaration, the Bylaws, Resolutions, the Architectural Guidelines or Rules and Regulations, as hereafter amended from time to time, the Association's Executive Board may assess fines.

A letter explaining the violation referencing the Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations shall be delivered or mailed to the Unit Owner providing terms and conditions for correction and remediation. Owners who failed to comply with the terms and conditions of the initial violation letter shall be subject to the following fines.

1. Assess an initial fine of **\$50.00** for any Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations violation. Depending upon the egregiousness of the violation and/or urgency for the need of remedy based upon impact on the community or neighbors, determined by the Executive Board, of any specific findings by the Executive Board of a heightened egregiousness of the violation or any urgency to abate the violation, the initial fine can exceed **\$50.00 up to a maximum of \$300.00**
2. Subsequent fines for a continuation of the same violation may be suspended pending the violating Owner's correction of the violation within ten (10) days of the initial fining, or within thirty (30) days if circumstances warrant that: (a) the correction cannot reasonably be completed within ten (10) days; (b) the Owner is diligently pursuing correction of the violation; and (c) the Owner has notified the Executive Board of the Association of their intent to correct the violation. All time periods related to the imposition of the fine shall commence three (3) business days after the mailing of the violation notices.
3. In the event that the continuing violation is not corrected pursuant to paragraph 2 above, the Executive Board may assess a continuing fine for the same violation up to **\$25.00** per day, depending upon the egregiousness of the violation and/or the urgency, along with interest of 15% to remedy the violation based upon the impact on the community or neighbors, as determined by the Executive Board.

If the Executive Board decides to assess a fine, either for a general rule violation or a property violation, the offender shall be advised by return receipt certified letter of the reason for the fine, the amount of fine and the date the fine will commence, which shall be no earlier than ten (10) business days following the mailing of the certified letter. Prior to assessing a fine pursuant to Section A. above, the Association shall provide the Owner the opportunity to attend a hearing before the Executive Board concerning the claimed violation within ten (10) days from the date of the written notice. The Association may commence an action to assess a fine either upon the report of a violation from another Owner or based upon the Executive Board's own initiative after a violation is reported by the management company or witnessed by a member of the Executive Board itself.

Any fine assessed shall be a lien on the unit in accordance with Section 5315 of the Act and the Association may recover its reasonable costs and expenses, including, but not limited to attorney fees and court costs, incurred in connection with the collection of such fine assessments or any other action by the Association to enforce the provisions of the Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations.

The Executive Board reserves the right to deny any architectural requests from Owners who have been identified, and given notice by the Executive Board, to be in violation of architectural restrictions, or who have unpaid debts to the Association, in the form of liens, fees, assessments, dues, or fines. Approvals for architectural requests may be withheld until such time as the Owner and Executive Board reach agreement for correction of outstanding violations and/or payment of outstanding monies owed to the Association.

**C. Grievance Procedures:** No Unit Owner shall have the right to object, challenge, commence or file suit at law or in equity or take any other action under any act, power, or authority now in force or hereafter to be enacted except after following such procedures as are established by the Executive Board, or a committee as may be appointed by the Executive Board, shall hear claims from Owners of alleged violations of the Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations (other than violations with respect to Assessment obligations) of the Association.

If the offender has not previously been allowed a hearing or notified of his/her right to request same (e.g., in the case of a general violation not entailing prior correction notices), the offender shall be advised of the right to request a hearing within ten (10) business days.

All requests for a hearing should be submitted to the Executive Board in writing. If a hearing is requested, the Executive Board shall suspend the time period for any applicable corrective action enforcement and/or fines until the conclusion of the hearing, at which time the order for corrective action or further enforcement and/or fines may be reinstated, and, if applicable, compliance with correction action may be ordered by a new date, or the order for corrective action, enforcement and/or fine may be withdrawn or modified. If a hearing is requested, the Executive Board shall notify the Owner of the time and place of the hearing. Such hearings should be held within forty-five (45) days after receipt of request for hearing. The Owner and any other Owner interested may present any information or statement at the hearing. The Owner in violation or the Executive Board may, but shall not be required to, notify adjacent Owners and/or other potentially affected Owners of the time and place of the hearing.

In all hearings before the Executive Board or any Committee thereof, all parties are entitled to be represented by legal counsel.

Within fifteen (15) days after the date of such hearing, the Executive Board or a Committee thereof, as the case may be, shall render a decision as to whether or not the action complained of constituted a violation of the Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations, and, if a violation has been determined to exist, a determination of what, if any, relief or remedies the Executive Board deems appropriate under the circumstances. The

Executive Board shall have the authority from time to time to promulgate Rules and Regulations relating to the procedure to be followed in cases where an Owner complains about the acts or omissions of other Owners or occupants, and to govern procedures that shall apply at hearings. If deemed necessary by the Executive Board, any hearing with respect to an alleged violation of the Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations may be continued from time to time until the Executive Board has obtained all information and/or testimony necessary in order to render its decision.

If the decision is made to initiate legal action, the Executive Board, through its attorney, will send a notice by return receipt certified mail notifying the Owner that he/she has fifteen (15) business days to correct the violation, after which time legal action may be initiated and that the Association reserves the right to recover from the Owner, in addition to fines which shall continue to accrue, any costs incurred by the Association in connection with such legal action, including reasonable attorney fees.

In connection with any suit at law or in equity by one or more Owners against one or more other Owners or occupants of any dwelling(s) alleging any breach or default of any Owner's or occupant's obligation hereunder or breach of any covenants or restrictions herein contained, the Executive Board shall have the authority, on behalf of the Association, to intervene in any proceeding if deemed to be in the best interests of the Association, including without limitation any proceedings calling into question the validity, enforceability or interpretation of any covenants, restriction or provision of the Declaration, By-Laws, Architectural Guidelines or Rules and Regulations.

Failure of the Unit Owner to comply with any provisions of the Act, Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations shall entitle the Association or Unit Owners to the remedies provided in the Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies.

- (1) Suits: Failure to comply with the terms of the Act, Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations, and the same as they may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both.
- (2) Costs and Attorneys' Fees: In any proceedings arising because of an alleged failure of a Unit Owner to comply with the terms of the Act, Declaration, By-Laws, Resolution, Architectural Guideline or the Rules and Regulations, and the same as they may be amended from time to time, the substantially prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no attorneys' fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith.

The failure of the Executive Board or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.