

RULES AND REGULATIONS
OF
WALNUT RIDGE,
A PLANNED COMMUNITY

These RULES AND REGULATIONS are intended to furnish guidelines to promote peaceful and pleasant living among the residents, with all of us observing a concern for our neighbors and an awareness of the need for an even-handed settling of any problems that may arise. The following said RULES AND REGULATIONS of the Walnut Ridge Homeowners Association herein shall be instituted and enforced by the Walnut Ridge HOA Board of Directors (the Board).

These rules are derived from the Declaration of Covenants with some additions and interpretations to better protect our community property values and setup homeowners in a way to maximize the value of their investment. Specifically defined herein, the terms used in these Rules and Regulations shall have the same meanings as defined in the Declaration of Planned Community of the property known as WALNUT RIDGE, a planned community created under and subject to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the "Act"). All present and future owners, mortgagees, lessees, and occupants of the Lots and their agents, employees, guests, and any other person or entity who or which may enter the Common Elements or individual Lots are subject to and bound by these rules and all amendments thereof.

A. DEFINITIONS

1. "Association" shall mean the planned community which shall be known as **Walnut Ridge Homeowners Association**.
2. "By-Laws" shall mean the By-Laws of the Association.
3. "Common Elements" shall mean all portions of the Property as defined in the Declaration, but shall exclude Lots.
4. "Declaration" shall mean the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WALNUT RIDGE, A PLANNED COMMUNITY** as the same may be amended from time to time.
5. "Executive Board" and "Board" shall mean the Executive Board of the Association.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration and the By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations at any time from time to time.

3. No Lot shall be used for any purpose other than for single family residential use.
4. No Common Elements shall be altered without the prior written consent of the Executive Board.
5. Lots shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Planned Community.
6. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done which may become an annoyance or nuisance to the Planned Community.
7. Lot Owners are responsible for any property damage caused by their families, pets, guests, trash cans, children's play equipment, or decorative items.
8. The Association shall in no event be liable for the loss, destruction, theft, or damage of personal property placed on any Common Elements or individual Lots.
9. Children's play equipment including swing sets, playhouses, and playsets are permitted only in the rear yard and must be located within the side setback lines. If these guidelines are followed no architectural review or approval is required for children's recreational structures.
10. As per the Declaration, no owner shall do any work or any other act on an easement which would impair any easement without the prior consent of the Executive Board.

C. HOME EXTERIOR & MAINTENANCE

1. As a general rule, all aesthetics must be properly maintained, not interfere with any neighboring Lot, and not detract from the general appearance of the Lot and the Community. Aesthetics are intended to beautify a Lot and add value to the Community as a whole. Although this statement is referenced in various clauses herein, it is intended to apply to all elements affecting a Lot.
2. All Lots must be consistently maintained and kept in good repair, so as to not detract from the general appearance of the Plan. Lot maintenance - - The owner of each Lot is responsible for the care, maintenance and repair of his Lot, Living Unit, the premises and all improvements to the same.
 - a. Lawns must be regularly cut and maintained. Large unsightly bare spots are to be addressed in a timely manner.
 - b. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot. Shrubs and trees are to be pruned and maintained regularly.
 - c. All driveways, sidewalks, and porches shall be kept free of grass clippings, general garbage, trash cans, and debris.
 - d. Garden hoses when not in use must reside out of public view unless neatly stored on the side or rear yard of the Lot. Hose shall be coiled up in an aesthetically pleasing way.
 - e. No refuse pile or unsightly objects shall be allowed to be placed or to remain on any Lots. No Lot shall be used in whole or in part for the storage of rubbish of any

character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition.

- f. Yard tools shall not be left out on lots for extended periods of time and are to be stored away from public view.
 - g. Construction material for approved projects or alterations, shall be adequately stored in a way to prevent debris from being blown to adjacent Lots or Common Elements, and stored in an aesthetically pleasing manner. Vegetation around storage material is to be cut.
 - h. After completion of a project/alteration all leftover debris, garbage, survey makers, cement forms, dirt piles, 811 flags, and the like pertaining to the project shall be cleaned up within fourteen (14) days of the project's end date. Additional time can be requested from the Board if needed through email.
 - i. Maintenance and repair of all alterations and/or accessory building initiated by a Unit Owner shall be the sole responsibility of the existing and future owners of that Unit.
3. The far end of rear yards, that have a steep incline or decline, will be permitted to allow taller uniformed vegetation to grow.
 4. In the event that any Lot Owner shall refuse to keep his Lot free from weeds, underbrush, or refuse piles, or other unsightly growths or objects, the Executive Board, or its designee, may enter upon such Lot and remove the same at the expense of the Lot Owner, and such entry shall not be deemed a trespass. In the event of such a removal, a lien shall arise and be created in favor of the Association and against such Lot for the full amount chargeable to such Lot, and such amount shall be due and payable within thirty (30) days after demand is made therefore.
 5. All exterior color and design changes that affect items such as shutters, front door, shingles, garage doors, siding, stone, and brick must be approved by the Executive Board prior to the change or work being started.
 6. All patio/deck furniture and outdoor grills must be properly maintained and kept in an orderly, functioning, and clean manner.
 7. Holiday Decorations are to be removed in a reasonable time frame from the end of a particular holiday or celebration (Removal is dependent on weather permitting, i.e. the Board does not expect that an Owner remove non-detracting holiday lights from its Lot in snowy winter conditions).
 8. No sign of any kind shall be displayed to the public view on any Lot for a period of ninety (90) days or more without prior written consent from the Board. Any signage may not be larger than 18" X 24" and be no more than 4' above ground level. One exception is that owners have the right to advertise the property for sale with a sign posted by a realtor or homeowner in the front of the Unit greater than ninety (90) days.
 9. Trash Containers:
 - a. All trash must be contained within the approved container from the company that provides trash service at that time. If a trash container spills over or the trash blows away, litter must be cleaned up immediately on homeowner's property, roadway, adjacent common ground, and neighboring properties.

- b. Trash containers may be placed out on the curb no earlier than the evening before pickup day. Trash containers must be removed from the curb no later than 8 PM on the day of pickup. If you will be out of town on trash day, arrangements should be made to have trash containers pulled back away from the street. Containers are not permitted to be stored in the front of the home.
- c. Trash reciprocals may be stored in the resident's garage or on the side of their home.
 - i. If stored on the side of the home and in public view the trash reciprocals must be stored on some type of hardscaping such as pavers, concrete, asphalt, or similar material. Storage over grass or dirt will not be allowed. *(The hardscaping rule will be enforced after July 1st, 2024)*
 - ii. Containers stored outside and in public view may not have any part of the reciprocal more than 40" from the dwelling.
 - iii. Trash overfill will be prohibited when storing outside. Container lids shall remain fully shut at all times.

D. SAFETY

- 1. Sidewalks shall be cleared of lawn clippings, debris, trash containers, and any construction material.
- 2. No Lot Owner, guest, licensee, invitee or others shall discharge any toxic non-biodegradable substance into any storm water sewer(s) or open drain-ways. Such substances shall include, but not be limited to: paint, oil, gasoline, any and all petroleum products, kerosene, paint thinner, anti-freeze and the like, and any and all substances as defined by and as the same as is commonly understood by the Environmental Protection Agency or any other agency or organization having jurisdiction over same.
- 3. Large open pit burning is not permitted on any Lot except that of fireplaces, grills, or fires contained in an outdoor fire ring no larger than 40" in diameter. All permissible firepits must be properly maintained, comply with all applicable regulations and codes, operated only under constant adult supervision, and never left unattended while in use.

E. REGULATION OF TRAFFIC AND PARKING

- 1. All local and state laws are to be followed when driving in the Planned Community. The speed limit of 25 MPH is to be observed at all times.
- 2. As stated in the Declaration, there shall be no outside storage of any semi-truck, tractor, trailer, boat, RV, all-terrain vehicle (ATV), mobile home, or similar transportation device. "Outside storage" will be defined as a period of time exceeding seventy-two (72) hours in any one (1) calendar month period.
- 3. All vehicles must be parked on the asphalt or concrete of the Lot. Parking in yard/grass is not allowed.
- 4. As stated in the Declaration, vehicles may not be parked overnight on the streets. Overnight parking will be defined as a vehicle parked anywhere on Grove Hill Lane from 11 PM to 5AM. Overnight parking can be allowed in limited circumstances and is only granted with prior written consent from the Executive Board.

5. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, shall be kept outside upon any portion of a Lot. Vehicle repairs or restorations that will take an extended period of time are not permitted outside of a dwelling, only in the dwelling's garage.
6. Only concrete or asphalt driveways are permitted.

F. PETS

1. All pets must be registered and inoculated as required by law.
2. Each Lot Owner shall indemnify and hold harmless the Association from any claims of property damage and/or personal injury made as a result of the action of their or their guest's pets.
3. Pets must be leashed and accompanied by a responsible adult at all times when occupying any Common Areas or property not owned by the pet owner. Otherwise, a pet may be tied, staked, attached to run, fenced or be allowed outside on the Lot provided the owner is available to attend to the pet.
4. Lot Owners must comply with all ordinances of the Township governing pets.
5. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages caused by their pets.
6. Lot Owners must promptly remove and properly dispose of their pet's droppings.
7. No farm animals and no animals of any type except for household pets such as dogs and cats shall be kept on the Lots. No external compound cages, kennels or hutches shall be permitted. Household pets shall be limited in number as to not cause a nuisance to the residents and guests and may not be located on Lots for commercial purposes.

G. ARCHITECTURAL REVIEWS & GUIDELINES

1. Apart from general upkeep and maintenance and except as otherwise set forth herein, no exterior changes (including painting), improvements, alterations, or accessory buildings (attached or detached from the home) may be carried out on a Lot/Unit unless approved by the Executive Board prior. This is including, but not limited to: fences, sheds, pool houses, home additions, decks, porches, patios, gazebos, pergolas, hardscaping, driveway extensions, and retaining walls. No work shall begin on these items, or the like, without the prior written consent of the Executive Board. Approvals can be obtained through the HOA portal.
2. There may be only one (1) detached storage structure constructed per Lot.
 - a. The structure must have a concrete, gravel, or a type of integrated floor. No grass or dirt floors will be permitted.
 - b. Will not be larger than 200 square feet and no taller than 10'.

- c. The storage structure must have an aesthetically pleasing look and not detract from the general appearance of the Lot or the Community.
 - d. A commercial vinyl self-assembled storage structure is acceptable. Full metal and aluminum storage structures are not permitted.
 - e. Placement of the storage structure, in respect to Lot boundaries, shall be according to Jackson Township zoning guidance. Side setbacks are held to 5' minimum with a 15' total and rear setbacks at 10'. These guidelines are unique to Walnut Ridge and for any further clarification please contact the Executive Board before beginning your design process/planning.
3. Per the Declaration, no structure shall be placed on the drainage easement in a way which would change the direction of flow of water. Existing Easements – Please review your survey carefully to determine if any portion of your alteration is traversing a recorded easement (i.e., private drainage easement, sanitary easement, utility easement, etc.). In the event your alteration is located within, over, under, through, or above one of these easements, the Association or Jackson Township reserves the right to remove the approved alteration for repairs and maintenance at the homeowner's expense.
 4. Decks/patios must have neutral coloring and match the general appearance of the Lot and the Community. No wood decking is allowed. A permit must be obtained from Jackson Township for the construction of a deck and be submitted to the Executive Board during the approval process prior to work starting.
 5. No fence shall be permitted on any Lot unless approved as to height, location, material, and design by the Executive Board. All fences must comply with applicable Township ordinances.
 6. Materials & Colors:
 - a. Only exterior materials comparable to existing materials on the home, or those compatible with the architectural design and character of the Community will be allowed.
 - b. House colors must be compatible with surrounding colors and generally compatible with the character of the Community. Any changes in material or color on any residence must be submitted to the Executive Board for its prior approval.
 - c. Unpainted or unstained surfaces will not be allowed.
 7. To submit an architectural or alternation review, the “**Walnut Ridge HOA Application For Architectural Or Alternation Request**” form must be completed and uploaded to the community's portal or emailed to the executive board.
 - a. The Executive Board will respond to applications based on the completeness of the application, the effects of the neighboring homes, and may request a site visit if deemed necessary.
 - b. Approval - Work cannot start until the request is approved by the Executive Board.

H. COLLECTIONS POLICY

1. All payments of assessments, fees, charges, liens, etc., shall be made using the Associations online portal or by check (*mailing address --- PO BOX 894, Mars, PA 16046*)

2. All monthly fee's are due on or before the fifth (5th) day of each month.
3. When an account becomes ninety (90) days past due or the total unpaid late charges, fees, liens, etc. exceeds \$100.00 the account will be become delinquent.
4. An email and/or letter will be sent to the delinquent Unit Owner advising them that their delinquent account must be brought current within ten (10) days or for every 30-day period thereafter (*end of 10-day period*) during which the account remains delinquent a \$15.00 late charge will be assessed to the account.
5. When an account becomes ninety (180) days past due or the total unpaid late charges, fees, liens, etc. exceeds \$250.00, an email and/or letter will be sent to the delinquent Unit Owner advising them that their delinquent account must be brought current within ten (10) days or legal action will be initiated. All costs associated with attorney fees and the collection proceedings will be added to the Unit Owner's account.
6. Homeowners that have an immediate balance greater than \$400 due to back assessments can have delinquency waved by the Board if a payment plan is communicated and established in writing and the Lot owner is making good on the agreed upon payment plan.

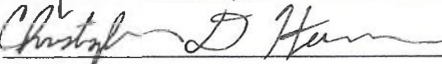
I. PROCEDURES FOR FILING OF COMPLAINTS, APPEAL, AND SANCTIONS


1. All complaints of violations must be made in writing and emailed or mailed (*mailing address --- PO BOX 894, Mars, PA 16046*) to the management office. Emailing the Executive Board along with the management company is the preferred method. The following information must be provided.
 - a. The nature of the complaint/violation.
 - b. The date and approximate time of the violation.
 - c. The approximate location of the violation
 - d. The name and Unit address of the offending party.
 - e. The name and address of the person reporting the violation.
 - f. A statement that the reporting person actually observed the violation.
 - g. Any other information that may aid the Executive Board in resolving the violation.
2. The sequence of events in requesting rules/covenant compliance shall be as follows:
 - a. If, in the opinion of the Executive Board or its authorized representative, the reported violation does not immediately endanger other residents or Common Areas and can best be cured by a warning, the Board or its authorized representative shall send an email and/or letter to the offending party describing the alleged violation and demand (1) that any such violation cease immediately and (2) (if applicable) any areas damaged by the violation be restored.
 - b. If the offending party does not respond or comply within ten (10) days, a second notice will be sent, informing the party that continued non-compliance will result in the levying of a fine of \$50.00 and then \$10.00 per day after until resolved.
 - c. If the offending party does not comply with the above warning letter within five (5) days from the date of the letter, a third and final notice will be sent imposing a fine of \$50.00, and then a \$10.00 per day fine until the issue is resolved, and the fine paid.
 - d. At any time, the alleged offending party may request a hearing with the Executive Board to resolve the matter. However, this request must be made not later than ten

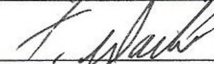
(10) days after the date of the final notice letter. A notice will be sent to the party stating the date, time and place of the hearing.

- e. If the violation or non-compliance continues, the matter will be turned over to the Association's Attorney.
- f. If the Association Attorney must be secured to enforce the rule and/or to collect the fine, all court costs and attorney's fees and miscellaneous costs of enforcement or collection will be charged to the offending unit owner as an additional assessment to that Unit or as a lien against the Unit
- g. If the alleged offending party requests a hearing, the Board may request the Association attorney to be present at the hearing. If the alleged offending party does not attend the hearing or the Board renders a decision against the alleged offending party at the hearing, then the attorney's fees charged to the Association will also be assessed against the alleged rule violator as damages caused to the Association due to the rule violation.

IN WITNESS WHEREOF, we, being all the Directors of WALNUT RIDGE, a Planned Community, have hereby adopted these Rules and Regulations and have hereunto set our hands this 9th day of October 2023.

NAME: Christopher D. Harmon
SIGNATURE: 
TITLE: President
DATE: 10/9/2023

NAME: Michael Werb
SIGNATURE: 
TITLE: Vice President
DATE: 10/9/2023

NAME: Timothy Waibel
SIGNATURE: 
TITLE: Secretary
DATE: 10/9/23