

***Marshall Heights Homeowners
Association, Inc.***

Wexford, Pennsylvania

***Rules, Regulations, and
Specifications***

Professionally Managed by:

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In accordance with the *Marshall Heights Homeowner's Association, Inc. Declaration of Covenants, Conditions, and Restrictions For Marshall Heights, A Planned Community*, specifically Article X, *General Provisions*, Section 10.1 *Additional Rules and Regulations* which states: "The Association may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Common Property, the facilities thereon, and the exterior maintenance of Lots, Units and building. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents and the Association shall have the authority to impose reasonable monetary fines and other sanctions, which fines may be collected by lien as provided in Article IV."

Therefore, the Board has adopted the enclosed Rules, Regulations, and Specifications for the welfare and benefit of all Unit Owners and residents of the Marshall Heights Homeowners Association, Inc. (the Association). The majority of the enclosed are directly from our Declaration and Bylaws. This document is not meant to be all inclusive, please refer to *Marshall Heights Homeowner Association, Inc. Declaration of Covenants, Conditions, and Restrictions for Marshall Heights, A Planned Community* (the Declaration) and *Bylaws of Homeowners Association* (the Bylaws) for additional information.

I. PERMITTED USE OF UNIT

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit. The Marshall Heights community is zoned as Suburban Residential District (SR) by the Marshall Township Zoning Board. See [Marshall Township Zoning Ordinance](#) for more details on Marshall Township's Zoning requirements.

II. RENTING AND LEASING

1. No unit or part thereof shall be rented or used for transient or hotel purposes, which are defined as:
 - (a.) by definition, rented means short term or on a month-to-month basis.
 - (b.) rental under which occupants are provided customary hotel services such as room service and similar services; this includes services such as Airbnb, VRBO, etc.
2. All lease agreements shall:
 - (a.) by definition, lease means a minimum of six months with a defined length or time period.
 - (b.) not be for less than the entire Unit.
 - (c.) be in writing.
 - (d.) be accompanied by a signed *Marshall Heights Lease Registration Form*, which provides that the Marshall Heights Rules and Regulations must be followed.
3. A copy of each new lease (at your discretion you may black out the references to deposit and rent amounts) and the *Marshall Heights Lease Registration Form* must be signed by both Unit Owner and Lessee and shall be furnished to the Board within thirty (30) days after execution of the lease. Unit Owners will be subject to an automatic \$100 fine per occurrence for a failure to provide the executed lease and the Lease Registration Form within the time limit.

4. When a lease is renewed, the Unit Owner must provide the Management Company any updated information shown on the *Marshall Heights Lease Registration Form* and the length of the renewed lease.

III. GARAGES

Garages may not be converted to living space and may only be used for storage of vehicles or personal property. Garage doors shall be kept closed except when automobiles are being moved or the garage is being used. All maintenance and repairs to garages is the Unit Owner's responsibility.

IV. VEHICLE/STREET RULES AND REGULATIONS

1. No Semi-truck, tractor, tractor-trailer, trailer, boat, recreational vehicle, quad, dirt bike, motorcycle, mobile home, or the like, shall be parked anywhere on the property.
2. Inoperative vehicles are not permitted to be stored or left on the premises. Only licensed vehicles having a current registration, which do not cause a hazard or nuisance by noise, exhaust emissions or are unsightly in appearance, are permitted on the premises. Any vehicle not moved for a period of two (2) weeks is considered a stored vehicle and is prohibited.
3. The Board may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.
4. No Unit Owner shall repair or restore any vehicle of any kind on any part of any Lot visible from the street except for normal maintenance or emergency repairs.
5. In accordance with *Marshall Township Code, [Section 190-52](#)*, *Schedule XV: Parking Prohibited Certain Hours*, no person shall park a vehicle upon any Township Street between the hours of 2:00 a.m. and 6:00 a.m. prevailing local time, and/or during snow removal times. During all other times, cars should avoid parking near any mailbox, so as to prevent/disrupt the normal delivery by the United States Postal Service.
6. Vehicles may not drive or park on grass or sidewalks.

7. All residents, service vehicles, delivery vehicles, and school buses should obey the posted speed limit of 20 miles per hour. We live in a very active community. Exceeding this speed limit, by even a small amount, puts everyone at significant risk of being injured. Please discuss this with everyone supporting your unit.
8. Visitor parking spots are for visitors only. Unit Owners and tenants are not permitted to park their vehicles in visitor parking spots. No vehicle can occupy a guest parking space for more than seven (7) days in a forty-five (45) day period. Using a space for no more than 30 minutes at a time shall not be counted.
9. Mobile moving vans cannot be placed on the common property. The only location that the van can be placed is in the driveway of the Unit Owner who is utilizing the van.
10. The use of mobile storage PODs for moving in or out may be permitted, with Board approval for a period not to exceed two (2) weeks. The only location that the storage unit can be placed is in the driveway of the Unit Owner who is utilizing the storage unit.

V. GARBAGE, RUBBISH, AND REFUSE

Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Marshall Township. Garbage containers must be kept out of public view from the front or side streets, except when placed at the designated pickup location on collection days. Garbage cans should not be placed at the curb any earlier than 5:00 p.m. on the day preceding the day of trash pickup and must be taken in by midnight the day of pickup.

If you have personal matters that will prevent you from meeting this schedule, please contact the management company at least 48 hours in advance. They will coordinate with the appropriate person to provide assistance.

No lumber, materials, bulk materials, refuse or trash or debris shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction, all debris must be removed by completion of work to which it is incidental.

VI. SIGNS

As described in the Declaration, *Article IX. Use Restrictions; Section 9.1 D. Signs* one (1) sign containing no more than ten (10) square feet advertising the home for sale or rent may be used on the exterior of the home. In addition, one (1) sign containing no more than two (2) square feet advertising the home for sale or rent may be placed inside the home (i.e. in the window) and not exterior to the Unit.

All other signs are not permitted.

VII. BALCONIES, DECKS AND PORCHES

No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies, decks and or porches. Balconies, decks and or porches and or patios shall be kept free and clear of rubbish, debris and other unsightly materials.

VIII. LAUNDRY LINES

Laundry poles and lines are prohibited.

IX. HOLIDAY DECORATIONS

All holiday decorations must be removed within thirty (30) days of each holiday or celebration. Holiday decorations can be displayed no earlier than thirty (30) days prior to each holiday or celebration.

X. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot or Unit or upon the Common or Limited Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or may endanger the health of or unreasonably disturb any occupant.

XI. CHILD SAFETY

As previously mentioned, we live in a very active community with a wide variety of elements for our children to explore and play in. We ask that the responsible adult(s) for each child follows the following guidelines:

1. Know the environment your child plays in to ensure the area(s) are safe and appropriate. We own 11.25 acres of wooded property surrounding the plan. Over time, some trees have fallen or become uprooted. In addition, some of these areas have flora native to western Pennsylvania that are poisonous or irritating to the skin.
2. If a child is going to routinely play on private property, have a conversation with the homeowner to ensure they are aware of and approve this. Unit owners without children may not always ensure their environments are child-proof.
3. If the child is going to play on the street rights-of-way, they should be supervised by an adult in the immediate area. We continue to work with Marshall Township to implement various options to slow all traffic down to the posted limit or lower, but it won't take much for a major mishap involving a child.

XII. PET RULES AND REGULATIONS

The Board wants Marshall Heights to be pet friendly, and as such the following rules and regulations are in place to ensure that all Unit Owners (both pet owners and non-pet owners) are accommodated. Please note that *Pennsylvania Public Law 784*, known as the "Dog Law", serves as the basis for many of these points.

1. Each Unit Owner shall be responsible for the actions of his/her pet(s).
2. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on Common Property. Only household domestic pets such as dogs, cats, or other household pets may be kept in the Units, not bred or maintained for commercial purposes. Only three (3) non-aquatic pets are permitted in any Unit at a time.
3. All household pets must be always leashed when outside the Unit. A leash can be no longer than six feet in length. No pet is permitted in any outside area to run free.
4. An invisible fence will be considered to be an electronic leash. Invisible fences will only be allowed in the back yards. The pet cannot be left unattended within an invisible fence. Installation of such fences must be approved by the Board.
5. Pets may not be chained, tied, housed outside, left on pet leads/runs constructed on the outside of the Unit or left outside unattended at any location within the community.

6. The pet owner is responsible and required to immediately remove any excretion left by the pet in all areas of the Association, including the Unit Owner's own yard.
7. Pet owners must restrain their pets from urinating on trees, shrubs, and plant life within the community. Any damage or destruction caused by this type of behavior will be repaired or replaced at the expense of the pet owner.
8. Pet owners may not walk their pets in the private Lots of other Unit owners.
9. All pets requiring licenses must be licensed with a current tag or chip and vaccinated against rabies per state law.
10. Unit Owners must ensure that their tenants or visitors with pets comply with all Pet Rules.
11. In extreme cases, the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Association or other Units or occupants.
12. Please refer to paragraph XV. for *Rules Enforcement Procedures*.

XIII. MONTHLY ASSESSMENT FEE REGULATIONS

The following shall be the assessment collection rules and regulations of the Association. These supersede any and all prior rules and regulations regarding this subject matter.

1. Maintenance Assessments shall commence on the first day of the month following conveyance of the Unit from Unit Owner to a subsequent Unit Owner. Assessments shall be collected and paid monthly.
2. All payments of assessments, fees, charges, fines, liens, etc., shall be made payable to Marshall Heights Homeowners Association, Inc.

3. Invoices or notices of assessments are provided electronically, via the Rj Community Management portal (<https://portal.rjcmgt.com/login>), 30 days before the scheduled due date. If unable to access the Rj Community Management portal, coupon books are available that cover the entire fiscal year.
4. Assessments are due on the 1st of each calendar month.
5. Assessments received after the tenth (10th) calendar day of the month in which they are due are considered delinquent.
6. Upon becoming delinquent, on the eleventh (11th) calendar day of the month in which the assessment was due and unpaid, a \$10.00 late payment charge will be assessed to the Unit Owner's account.
7. When an account reaches thirty (30) days delinquent (i.e. the eleventh (11th) calendar day of the next month after the due date), an additional \$10.00 late payment charge will be assessed to the Unit Owner's account. These late payments charges will continue each month until the assessment is paid in full including all late charges and associated interest.
8. When an account reaches sixty (60) days delinquent, the Unit Owner will be notified that his/her account must be brought current within ten (10) days or legal action will be initiated. In addition to this notice, the Association may assess interest at the maximum rate per annum on the outstanding balance. *Pennsylvania Title 68, Pennsylvania Uniform Planned Community Act* currently caps this interest rate at 15% per annum (1.25% per month), which will be used. This interest charge is in addition to the previously stated late payment charges.
9. When an account reaches ninety (90) days delinquent, two (2) actions will occur, in addition to the actions previously described:
 - a. The Association will suspend the voting rights of a Member.
 - b. The Association will suspend the rights to the use of the Common Areas or any other facilities which the Association may provide.
 - c. Both will continue until the account is paid in full for all current payments of assessments, fees, charges, fines, liens, etc.

10. All costs associated with the collection action(s), including reasonable attorney fees, will be a cost to the delinquent Unit Owner.
11. When a payment is made, funds will be credited against the account in the order prescribed by *Pennsylvania Act 68, Pennsylvania Uniform Planned Community Act, paragraph 5315 (i)*. So, if the payment does not bring the account current, additional late charges / interest will be assessed per this document.
12. Beginning on January 1, 2026, Maintenance Assessments will automatically increase on an annual basis based on the Department of Labor's Consumer Price Index for All Urban Consumers (CPI-U). Data will be pulled for the Middle Atlantic Division, which consists of Pennsylvania, New York, and New Jersey. Data will be the Unadjusted Percent Change for the period from October to October. So, in November 2025, we will announce the rate published for October 2024 to October 2025. This is designed to keep assessments consistent with increases/decreases in expenses.

XIV. GENERAL RULES AND REGULATIONS

Enforcement of these Rules and Regulations adopted pursuant hereto shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by the covenants.

XV. RULES ENFORCEMENT PROCEDURES

It is the intent of the Board to establish a uniform procedure for the Board to follow where they must take action relative to questions of compliance by individuals with the provisions of the property's Declaration; By-Laws, and these *Rules, Regulations and Specifications* (collectively known as the Documents).

1. This policy is to be used by the Board in all cases of alleged violations of the Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of an e-mail, letter or completed *Marshall Heights Rule Violation Form* from any Unit Owner or a report from a management representative. This documentation should state essentially the following:
 - a. The nature of the violation
 - b. The date and approximate time of the violation
 - c. The approximate location of the violation
 - d. The name(s) and Unit address, if available of the offending party

- e. The name(s) and Unit address of the person reporting the violation
 - f. A statement verifying that the person reporting the violation actually observed the violation
2. A management representative will send a letter by United States Postal Service to the offending Unit Owner describing the alleged violation, asking (1) that any such violation cease immediately and (2), if appropriate, the common element that was damaged by the violation be restored. Since the rules and regulations are binding upon the Owners, their families, tenants, guests, invitees and agents; **it is the Owners responsibility to ensure all actions are corrected before the designated deadline to avoid further action(s).**
 3. If the Unit Owner does not comply with the first letter and continues to violate the Documents, the Board or its authorized agent shall cause to be sent to the Unit Owner by United States Postal Service (1) a written notice of the violation, (2) a statement that the fine in the amount of \$50.00 is imposed on the offending party, and (3) a statement that if the Unit Owner wishes to appeal the fine, he/she must contact the managing agent in writing, within two (2) days from receipt of the notice of violation, requesting a hearing before the Board.
 4. If the same violation occurs on a repetitive basis by the same offending party, fines will increase using the following schedule:
 - a. 1st through 10th violation - \$50
 - b. 11th through 20th violation - \$75
 - c. 21st through 30th violation - \$100
 - d. This same \$25 increase per ten (10) violations will continue in perpetuity.
 5. Fines not paid within thirty (30) days of the date of the notice assessing the fine are considered delinquent.
 6. Upon becoming delinquent, a \$5.00 late payment charge will be assessed to the Unit Owner's account each month.
 7. Paragraphs 7. thru 11. under paragraph *XIII. Monthly Assessment Fee Regulations* applies to fines in a similar fashion.

XVI. MAINTENANCE AND REPAIR OF EXISTING UNIT COMPONENTS

Association Responsibility:

1. The Association is responsible for:
 - a. regular grass cutting,
 - b. lawn fertilizing four (4) times per year,
 - c. aerating the lawn one (1) time per year;
 - d. annual mulching of landscaping beds,
 - e. design/layout of the visible landscaping beds,
 - f. maintenance of the “street” trees, as defined by Marshall Township, and
 - g. snow removal for all driveways and sidewalks.
 - h. No trees shall be removed from any Lot or Common Property without the approval of the Board of Directors.
2. The Association shall maintain and repair the Common Areas. This includes all sidewalks within the plan and landscaping between the sidewalks and the street rights-of-way.

Individual Responsibility:

1. Each Unit Owner shall furnish and be responsible, at his/her own expense, for all the maintenance, repairs and replacements within his/her own Lot and Unit and also for all exterior maintenance required in and about the Unit, including but not limited to:
 - a. mailboxes and posts,
 - b. lamp posts (bulb and sensor replacement),
 - c. care of lawn (reseeding and weeding),
 - d. watering of lawn, landscaping, and trees (if needed),
 - e. roof repairs, and
 - f. replacement, repair, and painting of the Unit.
2. All exterior components of each Unit have specific colors, model numbers, and designs to keep each Unit consistent throughout the plan. Please refer to the Rj Community Management portal (<https://portal.rjcmgt.com/login>) for specific details before maintaining any exterior feature. The *Exterior Specifications* document provides clear and concise requirements for replacing any exterior component of your Unit.

3. The Association, or its designated representative, may perform annual walk-arounds to assess the aesthetics of the community and ensure that maintenance requirements are being upheld. If it is deemed by the Association that maintenance items need to be addressed, a letter will be sent to the Unit Owner requesting their attention to maintenance items specific to their unit.

XVII. MODIFICATION / ALTERATION / ADDITION TO UNIT COMPONENTS

Any modification or alteration to the exterior of a Unit must be pre-approved by the Board by submitting a *Marshall Heights Alteration Request Form* to the Association.

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Association Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography.
2. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required, and these provisions will be deemed to have been fully complied with.
3. No awning, canopy, shutter, citizens' band radio antenna or transmitter, satellite dish, radon system or any other device or ornament, (this includes no hot tubs or spas on the exterior of the Unit), shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board.
4. Satellite Dishes and Exterior Antennas. Placement of all exterior antennas and satellite dishes shall be as approved by the Board subject to restrictions in the Declaration. All exterior antennas and satellite dishes not currently connected to a usable electronic device (i.e. TV box, TV, etc.) needs to be completely removed within 90 days of termination of the service.

5. On or after January 1, 2013, nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except natural wood or white solidly lined drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof.
6. No outdoor play equipment, including but not limited to trampolines, swing sets, jungle gyms, sand boxes, slides and swimming pools, shall be permitted to be on any of the Lots.

XVIII. THE DOS AND DON'TS OF MARSHALL HEIGHTS

To ensure that we maintain a safe, attractive, and desirable community, the *Rules, Regulations, and Specifications* must be adhered to by all Marshall Heights residents. Listed below are **some** dos and don'ts.

Do

1. Read the documents that were provided to you at the time of your purchase. They consist of these *Rules, Regulations and Specifications*. The documents apply to the whole community. These documents spell out, in detail, all of the rules and regulations we must adhere to. Pennsylvania holds the Unit Owner responsible for communicating these documents to all of their Unit's occupants (including families, tenants, guests, invitees and agents).
2. As a homeowner, make sure you gain access to the Rj Community Management portal (<https://portal.rjcmgt.com/login>) as soon as possible after moving in to ensure you have access to the most current information about your Marshall Heights community.
3. Maintain your property.
4. Think SAFETY every time you leave your unit. Our children and our pets are precious and very active members of our community. They can appear out of anywhere!

DON'T

1. Make **any changes** to the OUTSIDE of your Unit without the written approval of the Board. You must request this approval in writing. This includes even the most common components like storm doors, decks, and awnings!
2. Make **any changes or additions** to the LANDSCAPING without written approval.

3. **Park** your vehicles anywhere but in your garage or driveway.
4. Leave your **Rubbish Container(s)** outside in full view.

Summary of Changes

Number	Date	Paragraph	Change Summary
1	1/11/2012	II.	Renting and Leasing guidelines were provided.
2	1/1/2013	XVII., 5.	Added limits to window dressings that were allowed.
3	2/28/2019	XVIII.	Added Dos and Don'ts paragraph.
4	2/24/2024	XV., 3.	Set fine for any violation at \$50.00.
5	1/1/2025	Entire Document	Paragraphs were reorganized to ease finding specific material.
6	1/1/2025	VI.	Changed <i>Signs</i> verbiage to agree with the Declaration.
7	1/1/2025	XII.	Deleted unique increase in fines associated with pet violation repeat offenders.
8	1/1/2025	XIII.	Added additional details regarding monthly Assessments to ensure process clarity.
9	1/1/2025	XIII., 8.	Defined chargeable interest rate as 15% per annum (1.25% per month) per Act 68 allowance.
10	1/1/2025	XIII., 13.	Locked annual Assessment increases / decreases to the CPI-U rate similar to annual changes in Social Security.
11	1/1/2025	XV.	Added additional details regarding Fines to ensure process clarity.
12	1/1/2025	XV., 3.	Reduced appeal time for fines from 10 days to 2 days.
13	1/1/2025	XV., 4.	Defined a fine scale for repeat offenders of the same rule.
14	1/1/2025	XV., 7.	Defined chargeable interest rate as 15% per annum (1.25% per month) per Act 68 allowance.
15	1/1/2025	XVI., 2.	Correctly defined Common Areas.
16	1/1/2025	XVII., 4.	Added requirement to remove antennas or satellite dishes that were no longer being used.
17	1/1/2025	Summary of Changes	Added.
18	1/13/2025	XIII., 11.	Changed based on legal advice.
19	10/1/2025	Cover Page	Changed management company information.