

**RULES AND REGULATIONS OF
VILLAGE AT PINE, PHASE VI
A PLANNED COMMUNITY
Adopted August 2020**

A. DEFINITIONS

Unless more 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 the THE VILLAGE AT PINE, PHASE VI, a Planned Community, created under and subject to the Pennsylvania Uniform Planned Community Act. All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

1. "Association" is the Unit Owners' association of the Planned Community which shall be known as the "THE VILLAGE AT PINE PHASE VI OWNERS ASSOCIATION".
2. "Building" or "Buildings" refers to any building located on the Property.
3. "By-Laws" means By-Laws of the Association.
4. "Common Elements" are all real or personal property located within Phase VI and maintained by the Association for the common use and enjoyment of Members.
5. "Declaration" is the Declaration of Planned Community, as the same may be amended from time to time.
6. "Executive Board" is the Executive Board of the Association.
7. "Limited Common Elements" are any portions of the Common Elements which are described as such in the Act, and/or identified as such in the Declaration, and or identified as such in Plans.
8. "Owner" shall mean and refer to any owner of a Lot in Phase VI.
9. "Unit" is a Unit as described in the Declaration.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration of Planned Community 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. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and By-Laws.
4. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Units in the Planned Community nor do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, radios, fireworks, discharge of firearms, etc.
5. Owners are responsible for conduct and any property damage caused by the residents, pets, and guests.
6. Owners will be responsible for all damage to any other Units or to the Common Elements resulting from such Owner's failure or negligence to make any necessary repairs to his Unit.
7. Each Owner is solely responsible for the proper care and maintenance of his Unit.
8. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Common or Limited Common Elements.
9. Bicycle riding is permitted on paved areas or on trails only.
10. Homeowners, and their contractors, should refrain from noisy outdoor activity earlier than 7:00 am on weekdays or 8:00 am on weekends.

C. AESTHETICS

1. All personal property shall be stored within the Units.
2. Reasonable front door decorations are permitted providing they do not detract from the general appearance of the Unit. Holiday decorations must be removed within a reasonable time after the holiday.
3. Laundry, towels, rugs, etc. shall not be hung outdoors on lines or deck railings
4. Front trees and landscaping must be consistent with original design and neighborhood. Annual flowers and plants may be planted in the proximity of each Unit. Large decorative shrubs must be compatible with the landscaping plan.
5. Driveways, sidewalks and stoops shall be kept free of trash and debris. Trash cans must be kept inside, on driveway, or at side of house in an orderly manner.

6. Radio or television antenna and or/ satellite dishes shall be installed on the side or back of the Unit, not the front and not an area that is substantially visible from the street.
7. No Owner shall repair or restore any vehicle while on Common Elements.
8. Statues taller than 36 inches, artificial plants and trees, and other decorative accessories, except planters, are not permitted. Planters may only be placed on stoops/porches and not in the Common Elements.
9. Each Owner shall be required to maintain their Lot and dwelling in good repair and maintenance, except only those items of repair and maintenance that are assumed by the Association.
10. Grass shall be kept less than 9 inches and weeds maintained. Noticeable weeds that cover a large part of lawn or landscaping beds shall be removed.
11. No Elements or personal property shall block the sidewalks.

D. GARBAGE REGULATIONS

1. Garbage may not be placed at the curb until after 5 p.m. on the day prior to pick-up, not obstructing the sidewalk.
2. Receptacles must be removed from the curb side the day of the pick-up.
3. Trash pick-up will be on the day specified by the Township.

E. SAFETY

1. No Unit Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within his Unit.
2. Sidewalks and entrances shall not be obstructed.

F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No exterior changes or alterations, including painting, can be made to the Unit unless approved by Executive Board. Unit owners will be permitted to install storm

doors provided they have clear glass or screen material and only neutral colors, subject to the approval of the Executive Board.

3. No Unit Owner shall make or permit any interior additions/ alteration to Unit which would or might affect the structural integrity of the Unit.

G. USE RESTRICTIONS

1. The Units are to be used as single-family units ONLY.

2. A Homeowner shall not lease less than the entire home nor may the home be leased for transient or hotel purposes. Every lease must be for a minimum period of six (6) months.

3. No business, industry, trade or occupation shall be conducted, maintained or permitted in any part of the Planned Community, unless approved by the Township of Pine and the Executive Board.

4. No animals of any kind may be raised, bred or kept in the Planned Community except as stated under Section I, "Pets."

5. No Owner or occupier shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

H. REGULATION OF TRAFFIC AND PARKING

1. Only licensed motorized vehicles are allowed in driveways and streets of the Planned Community. Parking of automobiles in streets shall only be permitted for visitors of Owners and only during the period of the visit not to exceed 7 days.

2. No recreational vehicles, motor-homes, boats, or the like shall be parked in the driveways or streets in excess of one(1), twenty-four (24) hour period during any one (1) calendar month period.

3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways or streets. No autos shall be "stored" under protective coverings during the winter months in driveways or streets.

4. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will

be towed in accordance with the Schedule of Violations and Penalties set forth in these Rules and Regulations.

I. PETS

1. Pets may be maintained in a Unit so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets. No pets may be maintained outside the Unit.
2. Pets must be leashed and accompanied by a responsible person capable of controlling and cleaning up after the dog at all times. Leashes may not exceed six (6) feet in length. No pet may be tied, staked, attached to run or be allowed outside the Unit unattended in any other way except for fenced in rear yard for no longer than 4 hours and provided there is no excessive barking.
3. All pets must be registered and inoculated as required by law.
4. Each Unit Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
5. Owners must comply with all ordinances of the Township of Pine and the Commonwealth of Pennsylvania governing pets.
6. Unit Owners must protect the property of others from damage by their pets and will be liable for any damages caused by their pets.
7. Unit Owners must promptly clean up their pets droppings.
8. The Executive Board may contact the relevant authorities for the removal of any pet violating these rules upon written notice to the Unit Owner.

J. RECREATIONAL FACILITIES

1. Except as approved by the Executive Board, no playhouse, tree house, tool house, barn, greenhouse, gazebo, deck, patio or outbuilding or structure of any type detached from the dwelling, or any permanent children's play equipment or recreational equipment, can be constructed or placed on any Lot. Structures and equipment approved by Executive Board must be secured to one's property and properly maintained at all times (no visible rust, torn nets, missing or broken backs, etc.).

2. Portable equipment or portable recreational equipment is permitted as long as it does not block sidewalks and streets and must be stored within dwelling when not in use.
3. Hot tubs and Jacuzzis will be permitted subject to the right of the Executive Board to approve, size, design, materials, and location.

K. Penalties for Violations

1. Management Company will administer penalties subject to approval of Executive Board. Violation of any of the Rules and Regulations is subject to the following fine structure:
 - (1) 1st Notice of Violation - no fine imposed if violation is corrected to conform to Rules and Regulations within thirty (30) days of notice.
 - (2) 2nd Notice of Violation for the same offence - results in a twenty-five dollar (\$25.00) fine.
 - (3) 3rd Notice of Violation for the same offence - results in a fifty dollar (\$50.00) fine and an additional fifty dollar (\$50.00) fine per month until such violation is corrected.
2. After the 3rd Notice of Violation for the same offence, the Board reserves the right to use any remedies available under the Declaration and By-Laws.
3. Should an owner delay in the payment of fines, said owner and fines will be referred to the Association's attorney for collection in the same manner as late assessment payments are now referred.