

THE VILLAGE AT MARSHALL RIDGE
RULES AND REGULATIONS
Amended December 1, 2024

Below are the Rules and Regulations of the Village at Marshall Ridge, located in Marshall Township PA

A. GENERAL

1. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
2. The Lots, Common Elements and Controlled Facilities shall be used only for the purposes set forth in the Declaration, Bylaws and these Rules and Regulations.
3. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Lots in the development or 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.
4. Lot Owners or occupants are responsible for any property damage caused by their families, guests or pets belonging to the resident or their guests.
5. Lot Owners will be responsible for all damage to any other Lots, the Common Elements or to the Controlled Facilities resulting from such Lot Owner's failure or negligence to make any necessary repairs to his Lot.
6. Each Lot Owner is solely responsible for the proper care and maintenance of his Lot.
7. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Lot, including any Common Element.
8. Bicycle riding is permitted on paved areas only. Sports equipment and/or children's toys must be stored on the owner's lot off of the turf area when not actively in use and cannot be stored outside in the front or on the side of any unit.
9. Outdoor cooking is permitted in the rear area of the Lots only.

B. AESTHETICS

1. All personal property shall be stored within the Lots.
2. A Security System sign may be placed on a Lot or in the window of the dwelling, such signs must be placed in a mulch area (not in a turf area) and maintained in good order and in reasonably vertical orientation by the Owner.
3. Small flowering and non-flowering decorative plants may be planted in the mulch areas in the front and sides of a unit without prior approval to supplement existing shrubs and small trees. Large decorative shrubs compatible with the existing

landscaping plan may be planted only after prior written approval has been obtained from the Executive Board. No herbs, vegetables, or non-decorative plants may be planted in the front or sides of a unit.

4. Driveways, sidewalks, porches and stoops shall be kept free of trash, trash cans and debris.
5. All Units shall be maintained in good condition.
6. Only white or off-white draperies, sheets, or mini blinds may be visible in any window from the exterior of the Unit.
7. No awnings, decks, hedges, screen doors, walls, fences or any other exterior alteration may be installed or erected without prior written consent from the Executive Board or their designee. There is an Alteration Request Form and corresponding Addendums, if applicable, available on the community website or from the community management company for this purpose. Failure to obtain prior approval for the alteration will result in a penalty of \$250 and the Owner may be compelled to remove or modify the alteration if the alteration does not meet HOA approval as installed.
8. Outbuildings and Outdoor Recreational Equipment. No playhouse, treehouse, tool house, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Association as to size, design, materials and location. The Executive Board reserves the right to prohibit any of the same if, in the sole opinion of the HOA it would constitute a nuisance to Owners of other Lots within the Plan.
9. All driveways shall be paved with asphalt and properly maintained by the property owner. Asphalt driveways shall be seal-coated a minimum of every 3 years or as directed by the HOA if in the sole opinion of the HOA the driveway requires sealcoating.
10. Any change to the landscaping design must be approved by the Board of Directors. Only grass and designated mulched areas are permitted as per the original material design of the plan.
11. Swimming pools, whether above-ground or in-ground, are prohibited.
12. Any wooden sheeting materials must have prior approval.
13. No front porch shall be used for the storage of any item except normal porch furniture. No front yard or side yard shall be used for storage of any item.
14. No window air conditioning units are permitted. Air-conditioning and heating equipment should be located in such a manner so as to provide minimum visual impact from other Lots.

15. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.
16. All hot tubs and spas must be in-ground or incorporated into a deck with enclosed sides and privacy fencing and must have prior written consent of the Executive Board.
17. No outdoor clothes-drying apparatus of any sort is permitted. Clothes, sheets, blankets, laundry or other articles of any kind shall not be hung out or exposed on any portion of the property.
18. All lamp posts must be of a uniform design, style and color as determined by the Executive Board. Lamp posts must be maintained in good working condition and in reasonably vertical orientation by the property owner.
19. No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements.
20. No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent of the Executive Board. In no case shall the device be permitted to be mounted on the front of the unit or on the roof of the unit without prior approval. The Association may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this paragraph and/or these Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.
21. Parking on the grass is not allowed.
22. Parking on the sidewalk is not allowed.
23. Holiday decorations must be removed within 30 days after the holiday.

C. GARBAGE REGULATIONS

1. No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot.
2. Trash containers shall not be permitted to remain in public view except on day of trash collection.
3. Trash containers must be removed from the curb side on the day of the pick-up.
4. Trash pick-up will be on the day specified by the service provider.
5. No incinerators shall be kept or maintained on any Lot.

D. SAFETY

1. No Lot Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within his Lot.
2. No Lot Owner or occupier shall discharge any toxic, non-biodegradable substance into storm water sewers or open drain ways.
3. All Lot Owners are responsible for clearing snow and ice from and applying ice-melt treatment to the Community Walkways abutting their property within 12 hours of a snow or ice accumulation event. Residents are prohibited from shoveling, plowing or blowing snow onto adjacent roadways and Community Walkways. Please do not use rock salt to treat Community Walkways as it can cause damage to the concrete surface – we recommend magnesium chloride, calcium chloride or a pet-safe product.

E. UNIT INSURANCE

1. All insurance carried by the Unit Owner shall comply with the provisions this regulation pursuant to section 2.6.2 of the Declarations, and shall be carried with insurance companies satisfying the requirements of this regulation.
2. Coverages. The Association's insurance policies DO NOT cover the Units or Unit contents, each Unit must be insured for the following minimum coverages.
 - a) Hazard Insurance with endorsement for extended coverage or such other fire and casualty insurance which provides equal or greater protection for the Unit owners and the holders of eligible mortgages, if any, in each case complying with the applicable requirements of this regulation. Such hazard insurance shall provide coverage for all portions of the Unit including the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against "in special form" including, without limitation fire, vandalism, malicious mischief, wind, storm and water damage and debris removal. The amount of any such hazard insurance obtained pursuant to this regulation shall be not less than one hundred percent (100%) of the full insurance replacement value of the Unit including the betterments and improvements to a Unit in special form (i.e., 100% of current replacement cost) with "any replacement building cost" and "inflation guard" endorsements, if available. The policy must list the Association as an additional insured.
 - b) Personal Property Insurance on all personal property contained in the Unit.
 - c) Comprehensive General Liability Insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Unit in the minimum amount of one million dollars (\$1,000,000).
3. All insurance obtained by any Unit owner shall be at his/her own expense; provided, however, that (1) such policies shall not be invalidated by the waivers of subrogation contained in the declarations; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may have in force on the condominium property at any particular time.
4. Proof of insurance must be provided to the Association upon purchase of a Unit by the Unit Owner and thereafter every year prior to expiration of the current policy term a new proof of insurance must be provided for the policy for the following year. At no time will the Unit

Owner allow the insurance policy on any Unit owned by them to lapse. If proof of insurance is not provided prior to the date of expiration of the Certificate of Insurance currently on file, the owner will be subject to enforcement and fines specified in the Non-Safety-Related Violations provided in Section K of these Rules and Regulations.

F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association, and will not be allowed without the prior written consent of the Executive Board.
3. No Structure may be erected or maintained on any Unit other than an attached townhouse which is part of a Cluster and its appurtenant garage.

G. USE RESTRICTIONS

1. Dwellings are to be used as single-family dwellings ONLY.
2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking, increased vehicle traffic or any amenities which a business open to the public would typically require.
3. No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building.
4. No trailer, carport or tent shall be placed on any Unit.
5. No patio, retaining wall, landscaping shed, storage building or exterior alteration of any kind may be installed or erected without prior written consent of the Executive Board or their designee. There is an Alteration Request Form available on the community website or from the community management company for this purpose. Failure to obtain prior approval for the alteration will result in a fine of \$250 and the Owner may be compelled to remove or modify the alteration if the alteration does not meet board requirements as installed.
6. No fence shall be erected on any Unit without the prior written consent of the Executive Board and no fence if approved shall be built to a height greater than four feet (4'). No fence will be allowed in the front of any unit and approval for any fence will be based primarily on aesthetics, compatibility with the community and compatibility with landscaping maintenance operations.
7. There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements.
8. No signs, advertising, or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same

are removed within three (3) days after election day and are not installed sooner than twenty-one (21) days before the election. "For Sale", "For Rent", "Open House" and other real estate signage must be of the steel frame push-in type – no large real estate signs/posts that require excavation may be placed upon any property. Real estate signage must be placed in mulch areas, not in the turf areas. No other signs are permitted unless authorized by the Executive Board.

9. No animals of any kind may be raised, bred or kept in the Planned Community except as stated under Section J, "Pets."
10. The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered.
11. No Lot Owner or occupier shall permit anything to be done or kept in his dwelling or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

H. LEASING

A Lot Owner may lease or sublease his dwelling (but not less than the entire dwelling) at any time provided that:

- a. No dwelling may be leased or subleased for transient or hotel purposes.
- b. A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
- c. Lessors are fully responsible for their tenant's adherence to the Declaration, Bylaws, and these Rules and Regulations. The Rules and Regulations in effect at the time of lease execution will be included in and incorporated into the Lease by reference.
- d. A copy of such lease or lease extension shall be furnished to the Executive Board within ten (10) days after execution thereof.
- e. No lease of less than 12 months duration is allowed.
- f. Owner/Lessor will furnish contact information to the Executive Board or their designee for themselves and their tenant(s) including but not limited to names, email addresses, mailing address and contact telephone numbers at the time of transmittal of the lease to the executive board or designee.
- g. Any owner that leases their unit must notify the management company of the rental status, provide a copy of the executed lease and tenant contact info within 10 days of lease execution. Failure to notify the management company that the unit has changed status to a rental will result in a penalty assessed equaling two years of the HOA supplemental rental fee in effect at the time that the rental status is discovered.

I. REGULATION OF TRAFFIC AND PARKING

1. Only registered motorized vehicles with current inspection stickers are allowed in driveway or guest parking areas.
2. No motor-homes, boats, or the like shall be parked in the driveways or streets in excess of a forty-eight hour period per month.
3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways; no auto shall be stored under protective covering in the driveways.
4. No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.
5. No vehicle which is undriveable, 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 at the discretion of the executive board.
6. No Owner or Tenant shall repair or restore any vehicle while on Common or on Controlled or Limited Controlled Facilities.
7. Parking in common or guest parking areas by unit owners is limited to 48 hours in any 30 day period.
8. No overnight parking is allowed on community roadways. Marshall Township ordinance prohibits parking on township roads from 2am until 6am daily.
9. No vehicles are to be parked on sidewalks or turf or landscaped areas of individual units or common elements.

J. PETS

1. Household pets may be maintained in a dwelling 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 of the dwelling.
2. Only household domestic pets, such as cats, dogs, song birds and fish in aquariums, not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than two (2) such non-aquatic pets are permitted per Unit. In no event shall any pet be permitted in any outside area to run freely and all such

pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements. No lines, chains, doghouse or other pet shelters shall be permitted on any Unit and/or portion of the Common Elements.

3. All pets must be properly licensed and vaccinated.
4. All pets must be registered and inoculated as required by law. This includes indoor cats.
5. 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.
6. Pets must be leashed and accompanied by a responsible adult at all times.
7. Lot Owners must comply with all ordinances of Marshall Township governing pets.
8. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
9. Owners must promptly clean up their pets' droppings. First offense will result in a fine of \$250, second offense will result in a fine of \$500 and third offense may result in additional fines and/or the permanent removal of the pet from the premises.
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner per Declarations 6.1.26.

K. LANDSCAPING - General landscaping maintenance provided by the HOA is as follows;

- **Spring cleanup** - removal of twigs, leaves and debris from all lawn areas. Application of non-selective herbicide as needed to gravel paths and concrete sidewalk expansion joints.
- **Mowing and String Trimming** - all turf areas one time per week during growing season, some weeks may be skipped during summer months to prevent burnout. All streets, sidewalks and patios to be blown clean after each mowing.
- **Edge and Mulch** - The following mulch beds will be mechanically edged vertically with a defined edge and dyed brown double-ground mulch applied one time per season to the following areas;
 - All mulch beds in front yards, at the (2) community entrances, mulch beds on the side of units for 15' from the front corner of the unit, and all mulch beds on the side of all units where the side of the unit runs parallel to the road.
- **Fertilization & Weed Control** - Provide four (4) seasonal applications including fertilization, weed, disease and insect control to all turf areas.
- **Brush Hogging** one time per year of the hillside behind 601-631 Edison from lawn edge to top of hill.
- **Brush Hogging** on an as-needed basis as determined by the HOA board around the retention pond behind 633-647 Edison.
- **Shrub and Tree Pruning** - one time per year for all trees and shrubs in the HOA-maintained mulch beds. (see Edge & Mulch above)
- **Aeration and Overseeding** - one time per year in the fall, all turf areas.
- **Fall Clean-up** - Leaf Removal one time per year after all leaves are down. Cut back all perennials and ornamental grasses.

-Tree and Shrub Replacement - At HOA discretion, only trees and shrubs originally planted by the developer or planted subsequently by the HOA. Owner-planted shrubs and plants and mulch areas established by owners are to be maintained by the property owner.

- The HOA does NOT provide watering or wholesale replacement of turf areas in poor condition on owner's property - owners are expected to remediate areas that need more attention than the services provided by the HOA as described above.

- There are also many owner-added mulch beds and plantings - the HOA does not maintain those but the landscape contractor can perform services at additional cost to the owner if desired, please contact the Property Management company.

- Shrubs and trees that were planted by a property owner that are outside of the area described in Edge and Mulch above are to be pruned, maintained and replaced by the property owner.

L. ENFORCEMENT, FINES AND LATE FEES

1. Safety-related violations. Any violation of community rules that in the sole opinion of the Executive Board or their designee creates a safety hazard or that may result in a condition that endangers other residents of the community or the general public will be subject to the following enforcement process;
 - a) Owner will be contacted by the management company via email, telephone or both and advised of the violation and request to correct same within 24 hours. Owner must notify management in writing with photo proof when the violation is cleared.
 - b) Failure to correct the violation within 24 hours of the initial notice will result in a fine of \$25 per day until the violation is corrected. Owner must notify management company in writing with photo proof when the violation is cleared.
 - c) Failure to correct the violation and notify the management company within 48 hours of the initial notice may result in the HOA causing the violation to be corrected at the Owner's expense. Owner will be billed for any cost incurred by the HOA to correct the issue along with any accumulated fines and late fees.

2. Non-Safety-related Violations will be subject to the following enforcement process.
 - a) INITIAL NOTICE. Owner will be contacted via email and/or registered mail and advised of the violation along with instructions to correct the violation by a date not less than 10 calendar days after the date of the Initial Notice. Owner will be billed for actual cost of the registered mail delivery. Owner must notify the management company in writing when the violation has been corrected.
 - b) SECOND NOTICE. Failure to correct the condition within 10 calendar days of the INITIAL NOTICE will result in the Owner being assessed a fine of \$50 plus costs for registered mail delivery of the SECOND NOTICE. Owner must notify the management company in writing when the violation has been corrected.
 - c) THIRD NOTICE. Failure to correct the condition within 10 calendar days of the SECOND NOTICE will result in the Owner being assessed a fine of \$100 plus costs for registered mail delivery of the THIRD NOTICE plus an additional \$5 per day being assessed until the violation has been corrected. Owner must notify the management company in writing when the violation has been corrected.

d) The HOA reserves the right at any time after the THIRD NOTICE to cause the violation to be corrected at the Owner's expense plus all accumulated fines and registered mail costs.

3. Late Fees and special circumstances.

a) LATE FEES. All amounts owed to the Village at Marshall Ridge Homeowners Association greater than 30 days past due shall be subject to a late fee of 1.25% of the outstanding past due amount plus a statement delivery fee of \$10.

b) The 3rd (or more) occurrence of the same violation at the same address while owned by the same owner will result in an immediate progression to the "SECOND NOTICE" step, meaning an immediate fine and 10 days to cure before progressing to the "THIRD NOTICE". There will not be a courtesy notice without a penalty assessed.