

## **Wedgwood Estates Community Association Rules and Regulations**

### **Vehicles**

- a) No motor vehicle shall be repaired in the parking area of Wedgwood Estates except for minor repairs which are defined as such work as can be completed within forty eight (48) hours of the time when such repairs are commenced. Proper disposal of automotive liquids is the responsibility of each homeowner.
- b) No motor vehicle may be stored or maintained at any time upon the common area of Wedgwood Estates unless that motor vehicle bears *both* a current state inspection sticker and a current state registration plate.
- c) Storage of pleasure vehicles, which include but are not limited to motor homes, boats, campers and trailers, are prohibited on common property.
- d) Any motor vehicle left in any parking area of Wedgwood Estates for a period of thirty (30) days shall be considered abandoned.
- e) Vehicles in violation as identified as per Sections b, c and d above will be identified with notification stickers. Any vehicle not removed from the premises within seven (7) days of being stickered or by time stated on said sticker, will be towed at owner's expense as per Section 3353 of the Commonwealth of Pennsylvania Code of Statutes.
- f) One parking spot will be designated & marked for each home in parking lot courts as necessary. Cars illegally parked may be towed by Daryl Fling towing @ 610 383-6362. No other action can be taken.

### **Driving on Common Property**

Except where prior written approval has been granted by the Board, the operation of motorized vehicles of any kind, other than those used to maintain lawns, shall be prohibited on any portion of common or private property of WECA other than paved roadways or parking lots. Parking or storing of motorized vehicles of any kind, other than those used to maintain lawns, is prohibited on any portion of common or private property other than on paved roadways or parking lots. Repair of any damage to private property by vehicles will be the responsibility of vehicle owner.

### **Pet control**

- a) Pet may be walked only on common property, away from buildings and recreational facilities whenever possible. Owner shall immediately remove droppings from common property and lawns into a closed container (bag) and disposed of properly. Sidewalks and steps are off limits for animal waste. Owners shall restrain and prevent their pet from urinating upon vehicles, trash bags and containers, and other objects.
- b) Residents shall immediately remove animal droppings from their unit's grounds.

- c) Owners shall leave their animals indoors when away from their unit for more than two hours.
- d) No animal shall be leashed to any stationary object on or within reach of common property or adjacent lots.
- e) Continually barking dogs, whether indoors or outside of a unit, shall be considered a nuisance.
- f) Animals on the grounds of a unit other than their owner's property may be considered a nuisance by the unit owner.
- g) Outdoor housing of pets is not allowed. All pets must be housed within the owner's unit.
- h) Each Member shall have the right and responsibility to report uncontrolled and/or nuisance animals in Wedgwood Estates to the Animal Control Officer, Caln Township.

### **Trash**

Trash may not be put out for pick-up prior to 6:00pm or dusk, whichever is earlier, the night before collection. Empty trash containers must be removed from the curb on the day of trash collection. Trash must be placed in bags or cans and properly secured. All trash and recycling containers must be clearly identified with street name and number. Containers not removed and not identified will be considered abandoned after 24 hours.

### **Holiday Decorations**

All December decorations must be removed by January 31<sup>st</sup>. No decorations or personal items of any kind are permitted on common ground.

**Prohibited Use of Hazardous Objects** The use of dangerous toys and weapons is prohibited. The use of any toy, weapon, or machine which propels an object is also prohibited in and around the common property of Wedgwood Estates. Such toys, weapons or machines will include, but not be limited to:

Pellet Guns	Air guns, bows and arrows
B B Guns	Baseball Pitching Machines
Darts (including lawn darts) and dart guns	Fireworks
Sling shots	Guns, hunting knives

### **Leases**

a) A Unit Owner may lease his unit only pursuant to a written Lease, a copy of which shall be supplied to the Wedgwood Estates Community Association (WECA) prior to occupancy by the tenant. Copy of occupancy permit issued by Caln Township as well as property owner proof of insurance must also be provided.

b) No Unit shall be rented for transient or hotel purposes or in any event, for an initial period of less than six (6) months and no unit may be occupied by more than the number of persons defined by local ordinances.

- c) No Unit Owner shall lease a unit other than on a written lease specifically stating that *“Lessee(s) acknowledges, represents and warrants that they have received, read, and will abide by the Declaration of Covenants, Easements and Restriction, the By-Laws and all polices, rules and regulations pertaining to WECA, as well as local laws and ordinances. Lessee(s) also understands the same may be changed from time to time.”*
- e) The ultimate responsibility for assessment and fees is the Unit Owner’s.
- f) The tenants will have full rights to the use of all recreational facilities. Association dues must be paid up to date.
- g) Tenants are guests of the homeowners and are encouraged to attend Board and Committee meetings, though they may not vote.

## **ARCHITECTURAL & LANDSCAPING**

**Architectural Control & Design Review Committee** (ACDRC) shall encompass both the structural and landscaping integrity of the community, will regulate the exterior design, appearance, and location of the properties, and of improvements thereon, in such a manner as to promote those qualities which enhance the value of the properties and create and preserve an attractive harmonious design within the community, as more fully provided for in the WECA By-Laws.

- a) The ACDRC will consider only written requests on the proper forms. Telephone number shall be included for necessary communication.
- b) The ACDRC will acknowledge a written request with a written confirmation within thirty (30) days. Final approval or denial will be issued within 90 days.
- c) If a proposal is rejected, the applicant is free to request that the committee reconsider its position and is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability. Final appeal may be made to the Board of Directors. No request may be implemented until approval is obtained.
- d) The description of the project shall include all information necessary for the committee to take action. Necessary data shall include the height, width, length, size, shape, color and location of the proposed improvement. Photographs or sketches of similar completed projects are an aid to the ACDRC’s consideration and may be required for major alterations. Detailed drawings of proposed improvements shall be submitted with written request. If proposed alteration affects the existing drainage patterns, the proposed drainage pattern must be included. Written approval from adjacent homeowners is also required.
- e) Approval of any project by either the Board/ACDRC or the Township does not waive the necessity of obtaining required approval or permits from the other. The Board/ACDRC will not knowingly approve a project which is in violation of the Township building or zoning codes.

## Rules & Approval

Any exterior alteration, modification or change to an existing building must have the approval of the Board/ACDRC before any work is undertaken. Examples of such projects include, but are not limited to, decks, chimneys, aluminum awnings, patios and patio covers. Any exterior alteration, modification, or change to an existing building shall be compatible with the original design character of the building. Only exterior materials existing on the parent structure or compatible with the architectural design character of the community will be approved. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally employed in the community. Fences are not permitted and will not be approved.

- a) Swing sets, outdoor gyms, permanent in ground sandboxes, or permanent clothes lines are permitted on owner's lots only with written approval from the Board of Directors, and must be properly maintained at all times.
- b) Broken or missing shutters, damaged screens, broken windows, doors, or any other damaged exterior portion of the unit shall be replaced or repaired within thirty (30) days. Excessive mold (large green or dark areas or prominent streaks) on siding or stucco must be promptly removed by homeowner.
- c) Minor landscaping or planting in general does not require Board or ACDRC approval, i.e., flower gardens and shrubs planted within original landscaping beds. Major landscaping which would involve, but not be limited to, re-grading the land and/or reshaping of the lawn to present obstacles to the lawn maintenance crew must be approved by the Board or ACDRC before any such modifications are undertaken. Resident landscaping of common areas must have Board or ACDRC approval.
- d) Trees must be trimmed to allow a six foot clearance for lawn care, an eight foot clearance above all sidewalks and fourteen foot clearance above all roads. Shrubs and bushes may not exceed thirty inches in intersection sight triangles or along Township right-of-ways and must be at a distance of 8 inches from community property, especially sidewalks & roads. ACDRC reserves the right to address any infraction and charge the homeowner accordingly.
- e) Nothing may be planted within the Township right of way (approximately 8 feet on either side of Wedgwood Drive) or on common property.
- f) Lawncare: All items must be removed from yards on lawn care days. This includes trash. Inaccessible areas will not be cut. If you do not want your area cut, contact the office by Wednesday 5 pm. (or two full business days before the next cut.)

## VIOLATION PROCEDURE

- a) Complaint. Complaint of a violation may be made by any association member to the Board of Directors via the WECA office.
- b) Notification. The Board will thereafter direct complaint of violation to the appropriate committee which will be responsible for verifying the complaint. Where necessary, a member

of the committee will visually inspect to verify the violation. Upon verification of violation, a violation letter shall be issued by the appropriate committee directed to the Member involved within thirty (30) days. If violation is correctable, the letter shall include a date by which the violation must be corrected. Otherwise, the letter shall serve as a warning.

c) Hearings. If a resident or homeowner feels he/she is not in violation, a hearing may be requested before the appropriate committee. Request for hearing must be made within ten (10) days of notification of violation. Notification of a hearing date shall be given to the violator within twenty (20) days of request for same. If the Member is unable to attend the hearing, he/she must contact the committee within three (3) days to arrange another time for a hearing. Only one (1) such postponement shall be granted. Documents bearing on the subject matter of the hearing may be presented at the hearing. Witnesses may be called by either side. No decision will be made at time of hearing, but Member will be notified in writing of the decision made within twenty (20) days of the hearing. If the Member does not agree with the decision, an appeal may be made to the Board of Directors in writing within twenty (20) days of notification of the committee decision. Procedures for appeal before the Board will be the same as for the committee hearing. If the outcome of the appeal supports the committee decision, the Member will be given a new date by which to correct the violation. A Member who fails to request a hearing or fails to appeal as set forth herein, will be assumed to admit the violation.

#### **FINES and PENALTIES (see schedule A)**

**Imposing Fines.** In case of violations or failures to correct violation, the Board shall impose a fine. Fines shall be collectable in like manner as dues, and payment shall be enforced in the same fashion as the homeowner's assessment. Monthly late fees will apply to both assessments and fines.

#### **SCHEDULE A -- FINES and PENALTIES**

<b>Violation Type</b>	<b>First offense</b>	<b>Second</b>	<b>Additional</b>
Vehicle, Parking	\$25.00	\$25.00	\$25.00
Pet Control	Warning	\$10.00	\$25.00
Trash	\$10.00	\$25.00	\$25.00
Holiday Decorations	\$10.00	\$15.00	\$20.00
Leases	\$25.00	\$50.00	\$50.00
Use of Hazardous Objects	\$25.00	\$25.00	\$50.00
ACDRC	\$25.00	\$50.00	\$100.00
Failure to pay dues & assessments**	\$10.00	\$10.00	\$10.00

*Fines will be included on monthly assessment statement, and collected as such. Interest and late fees will apply. Uncorrected violations and repeated offenses may be referred to an attorney for further action.*

*Building Alterations - Once a repair has been made within the 30-day requirement, and after re-inspection of the property, the violation will be considered null and void.*

*Pet Violations - Owners of pets fined per occurrence. Pet owners will receive a warning for first violation, and fines thereafter. All reported incidents will be submitted to Caln Township and the Police Department.*

*\*\*Fines will be posted monthly on delinquent accounts.*

*This schedule will be reviewed by the Board of Directors and adjusted as needed.*