

# Woodcrest Hills Condominium Association Rules and Regulations

## I. GENERAL

- A. The Woodcrest Hills Condominium Association (Association), acting through the Executive Board of the Association, has adopted the following Rules and Regulations (Regulations), as authorized by applicable state law, the Declaration and Bylaws of Woodcrest Hills Condominium. These Rules and Regulations supersede all prior versions, including amendments and addenda, and may be amended from time to time by resolution of the Executive Board.
- B. Wherever in these Regulations a reference is made to the "Unit Owner(s)", this term applies to the owner of any unit, to their family, tenants (whether in residence), employees, agents, visitors, guests, invitees and licensees of the unit owner. The Unit Owner is responsible for any violation of these Rules and Regulations by the Unit Owner, their family, tenants (whether in residence), employees, agents, visitors, guests, invitees or licensees of the Unit Owner. Wherever in these Regulations reference is made to the Association, this reference shall include the Association, the Executive Board and any Managing Agent (when a Managing Agent is acting on behalf of the Association).
- C. The Unit Owner(s) shall comply with all the Rules and Regulations.
- D. All terms used in these Rules and Regulations that are not defined herein shall have the definitions given to them in the Declaration, Bylaws or the Pennsylvania Uniform Condominium Act (the "Act").
- E. Violations of these Rules and Regulations shall be subject to the fines and policy set forth hereinbelow.
- F. These Rules and Regulations are in addition to any State or local law, regulation or ordinance. Compliance with a State or local requirement does not excuse compliance with these Rules and Regulations. Compliance with these Rules and Regulations does not take the place of compliance with State, local or other requirements.

## II. USE OF UNITS

- A. Units may be used only as a residence.
- B. Loud noises, such as music or televisions, are not permitted between the hours of 11:00 PM and 8:00 AM. Loud noises are any noises that can be heard outside the Unit. Children under the age of 17 must be accompanied by an adult living in the Association during these hours, with the exception of children waiting unsupervised at a designated school bus stop.
- C. No Unit Owner may interfere with the normal use and enjoyment of any other Unit. No Unit Owner may take any action or create any condition that is a nuisance to any other Unit Owner, that endangers any Unit Owner, that endangers the integrity of the Common Elements, or that makes it unreasonably difficult for the Association to manage the Community.
- D. No solicitation is permitted within the Community, except with the prior express permission of the Board.

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### III. YARDS AND LANDSCAPING

- A. The Association provides all landscaping and yard maintenance except for any landscaping beds installed behind the unit. The yards in the Community are all Common Elements. The Board has the sole discretion about the type and frequency of landscaping and yard maintenance to be performed.
- B. Unit Owners may plant shrubs and plants in mulched areas in front and to the rear of the individual Unit without further Board permission, with the following restrictions:
  - 1. No Unit Owner may expand the mulched areas in front of the Unit. Installation of new mulched areas in the rear require written approval.
  - 2. The mulched areas available for planting must be maintained by the Unit Owner, including proper trimming and weeding.
  - 3. Plantings are permitted in the mulched areas only. No Unit Owner may plant anything in the Common Areas outside the mulched areas.
  - 4. Shrubs may not exceed six (6) feet in height when full-grown. Shrubs must be trimmed to be at least 18 inches away from the house. The Association is not responsible for replacing dying shrubs or plants.
  - 5. Annual and perennial flowers are permitted but may not creep into the lawn or pathway areas.
  - 6. The planting of fruits or vegetables is prohibited in mulched beds. They may be kept in portable pots or non-permanent raised beds.
  - 7. No plants or shrubs that produce berries or fruit that may stain sidewalks or driveways are permitted.
  - 8. The Association may remove any plants or shrubs from the mulched areas that are in violation of these Rules and Regulations and charge the Unit Owner for the additional work (in addition to any fine for the underlying violation).
  - 9. Plantings that are not specifically permitted by this Rule must be approved in writing by the Executive Board prior to installation.
- C. No one may erect any structure on the lawn areas. This includes, without limitation, swing sets, sheds, above-ground pools, clotheslines, statues, retaining walls, and fences. No temporary structure, fence, wall, trailer, tent, storage tank, or shed shall be allowed.
- D. Notwithstanding the above, lawn decorations (lawn ornaments) are permitted with prior written consent from the Executive Board. Unit Owners who wish to install a lawn ornament must submit a request in writing. The Executive Board will then review and approve/deny the request. Unit Owners are limited to a maximum of three lawn ornaments per unit. All lawn ornaments must be placed in the mulched area of each unit so that they do not interfere with the mowing of the lawns. The Executive Board reserves the right to have offensive and/or unattractive lawn ornaments removed at its sole discretion and charge the Unit Owner for any cost incurred for the removal.
- E. Unit Owners cannot park or drive on the grass anywhere in the Community.

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### IV. EXTERIORS OF UNITS

- A. No one may make any additions, alterations or improvements that affect the structural integrity of a Unit, the exterior appearance of a Unit, or the Common Elements until a completed application for approval, on a form provided by the Association, along with any required materials, fee and/or bond, has been submitted to and approved by the Board. The Board has the sole discretion to approve any changes to the exterior of the Units. The Board will respond to any request for approval within sixty (60) days after submission of a complete application. In addition, the Unit Owner is responsible for the application for and payment of any township permits and requirements. Requests for driveway extensions, new decks, deck extensions and adding steps must include a copy of permit approved by Springettsbury Township before any work can begin.
- B. Township approval does not negate the responsibility to obtain prior written approval of the Executive Board, nor does prior written approval by the Executive Board negate responsibility for proper township permits and approvals.
- C. No protruding shades, awnings, window guards, boxes, ventilators, window fans or window air conditioners may be installed.
- D. Exterior speakers will not be permitted, other than portable Bluetooth speakers. Use of any portable radio or Bluetooth speaker is subject to RULE II Use of Units, item B regarding loud noises.
- E. Garage doors should remain closed unless open for entering, exiting, hosing, cleaning, etc.
- F. f
- G. Only one flag is permitted to be displayed per unit. There are only three types of flags that are approved.
  - 1. The American Flag
  - 2. The Pennsylvania State Flag
  - 3. A Military Flag representing the United States Military.

These flags shall be hung using an appropriately manufactured bracket, in a location that is safe and does not hamper egress to the unit. No flagpoles may be erected within the Association. No flags, other than those listed above, are permitted to be displayed within the Association.

- H. No sign shall be placed on the outside of any unit or in the window of any unit except for one sign indicating the sale of a home or promoting a local non-profit organization (ie. student graduation or local police). "For Sale" or "Sold" signs should be removed immediately upon closing. Open house signs are permitted but must be removed immediately after the end of the open house. Signs promoting graduation should be removed by July 4<sup>th</sup>.

### V. DECKS, PATIOS, PORCHES, WALKWAYS AND DRIVEWAYS

- A. Exterior decks or patios are permitted within the Association but must be approved by the Executive Board through the Architectural Review Committee.
- B. Unit owners wishing to add a deck or patio must supply the Executive Board, through the Architectural Review Committee, a written application for the project which includes Township approval and all the specifications pertaining to the project, including a drawing of the proposed

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project, dimensions and the materials, colors, contractor and all other details specified for the project.

- C. No work shall begin until the Unit Owner receives approval in writing from the Executive Board.
- D. Any exterior addition (decks, patios, etc.) must be completed by a professional contractor who is licensed by the State of Pennsylvania and has provided proof of liability insurance. These documents should be included with the initial request for project approval
- E. All concrete patios must be a natural gray concrete color. Custom colored or stamped concrete must be approved by the Architectural Review Committee. Patios may also consist of pavers. When pavers are installed, they must be laid into a sand base and leveled. Colors must be approved for all paver installations.
- F. Decks & Patios may extend out 18 feet from the rear of a unit. Decks shall be limited to a maximum width of 23 feet. No Exceptions.
- G. Decks can be composed of pressure treated wood or composite lumber. Balusters for decks must match the deck material. Decorative railing materials will be considered by the Architectural Review Committee. Decks must be power washed regularly to eliminate the appearance of mildew and must be stained regularly in an approved color accepted by the Architectural Review Committee on behalf of the Executive Board.
- H. Stairs leading to a deck are a part of the deck and must be kept within the 18-foot and 23-foot requirements.
- I. Decks, patios and porches must be free of clutter. Well-maintained outdoor furniture and planters may be kept on decks, patios and porches. A deck storage trunk (in a neutral color, not to exceed 25" high, 55" long and 36" deep) is permitted. One per unit. Potted plants and hanging plants shall be permitted without approval. One small garbage pail may be placed in the rear of the unit next to the walk-out slider. No other items may be stored outside of the Unit. Areas under decks are not to be used for storage except for wintering of yard furniture provided it is covered and kept neat.
- J. Grills must not be used within ten (10) feet of any building or underneath decks. Grills may be stored closer to the building only after they have completely cooled. Grills must always be placed and used so that any heat generated will not cause damage to any part of a home's exterior. If any insurance paid for by the Association has a premium increase due to the placement or use of a Unit Owner's grill, that increase will be charged back to the Unit Owner. Grills may only be utilized in the front of the unit in the driveway and must be stored in the rear at the end of the day. Propane grills should NOT be stored inside the garage at any time due to insurance regulations.
- K. The Unit Owner must keep the driveway and walkway leading to the front door of the unit free of all obstacles. Walkway light fixtures are permitted without Board approval, if they meet Association requirements and are maintained in good repair.

## VI. PARKING, TRAFFIC CONTROL AND VEHICLE RESTRICTIONS

- A. No vehicle that is unregistered or has expired registration, uninspected or not current on inspection, or visibly inoperable shall be parked in the community, except in the garage. Vehicles

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in violation are subject to fines and may be towed at the owner's expense. Towing and storage charges will apply.

- B. Vehicles may not be parked so as to block the sidewalk ramps, fire hydrants, or access to any unit's driveway.
- C. Vehicle repairs, fluid changes, and other minor repairs to a motor vehicle, boat, trailer, aircraft or other vehicles are not permitted outside of the garage. When performed in the garage, this type of service may not pose a danger to any (Limited) Common Element or increase the Association's insurance premiums. Further, combustible materials, including liquids, gases, solids and rags, may not be stored in any garage or otherwise in the Unit.
- D. No trailer, tractor, heavy-duty truck, mobile home, boat or boat trailer, snowmobile, or commercial vehicle shall be stored or housed or permitted to be parked on the street anywhere in the Community, at any time, except wholly within the garage. Small Recreational Vehicles under 24 feet long may be parked in the Association overflow lot for a period of 48 hours. Commercial vehicles, in the community to provide service to individual units, are permitted to temporarily park on the street during the day. A commercial vehicle is defined as any self-propelled or towed motor vehicle used on a highway over (10,001 pounds) or requires a commercial license to operate.
- E. Personal vehicles may not remain parked in the same spot for longer than a period of 21 consecutive days. If vehicles must remain parked in the same spot longer than 21 days, written permission is required and must be approved by the Board. Passenger vans are not permitted to be parked in front of any unit at any time. Homeowners will be asked to prove that the vehicle is operable.
- F. If an owner violates Paragraphs A–D in this Section VI, the Association may take immediate action, including towing, at the owner's expense. While the Association may choose to notify the owner before acting, it is not required to provide advance notice. If the Association does take action, it will not be responsible for any damage to the vehicle or other property belonging to the owner.

### VII. FIREWORKS

- A. The use of fireworks anywhere in the community is always forbidden. This includes ground and non-aerial fireworks as well as sparklers and poppers.
- B. Anyone caught igniting fireworks in the community will be subject to a \$250.00 fine with no warnings. Fines will be immediate.
- C. Fireworks pose a fire risk to both homes and the many vehicles parked on the street. The Board considers any type of fireworks to be a significant risk and will not hesitate to fine anyone caught setting off fireworks in the community.
- D. The cost for the Association to repair any damage caused by use of fireworks in the community in violation of this Rule will be charged to the offending Unit Owner.

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### VIII. PETS

- A. Only domesticated animals (including but not limited to dogs, cats, birds, ferrets, rabbits, and fish) may be kept and/or housed in any unit.
- B. Pets may be kept in the Unit, patio or deck so long as the pet(s) is not a nuisance.
- C. Actions that constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, barking, scratching or creating odors that are noticeable to other Unit Owners.
- D. All pets must be licensed and inoculated, as required by law.
- E. Pet owners are fully responsible for personal injuries and/or property damage caused by the animals.
- F. All pets must be housed within the Unit, patio or deck. No Unit Owner may keep any pet(s) in any other exterior areas. Unit owners may not erect any fencing, electric fences, gates, animal enclosures, or animal runs for the purpose of either temporarily or permanently securing pets. Pet stakes may not be placed anywhere in the mulch or common areas. Pet leashes may not be attached to any part of the unit including porch and deck posts.
- G. Pets must be accompanied by an individual, maintained on a leash and under direct human control, at all times when outside of the Unit, patio or deck. No pets, including cats, may be allowed to roam freely about any exterior areas. Unit Owners must immediately clean up all animal waste produced by their pets. Owners who fail to clean up after their pets or allow their pets to wander off a leash will be subject to an immediate fine of \$50.00. Subsequent violations of this provision will result in an immediate \$100.00 fine for each occurrence.
- H. If a Unit Owner violates these Rules and Regulations, they may be subject to fines (as provided herein) and to costs for damages to the Common Elements. The Executive Board reserves the right to take legal action to remove any animals that consistently violate any of the above pet rules.

### IX. GARBAGE AND TRASH

- A. All garbage, trash and recycling containers shall be stored only within the Unit or garage or around the back of the Unit until placed curbside for pickup on the designated pickup day. Trash cans and recycling bins may only be placed curbside the evening prior to collection and must be retrieved and stored properly after collection on the day of collection.
- B. Unit Owners must dispose of trash and recycling in the proper containers, according to municipal requirements. Receptacles must be closed after use. Unit Owners must keep the trash areas clean. Additional trash bags placed outside the bins (except for recycling materials) will not be picked up due to the Association contract with the vendor. Trash from overflowing bins must be picked up immediately. Do not place recycled materials outside of the bins on excessively windy days.
- C. No Unit Owner may permit anyone not living in the Community to use the trash or recycling receptacles.

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### X. COMMON AREAS

- A. No one may disturb the Common Elements of the Community. Any Unit Owner who damages any Common Element, or any other item for which the Association is responsible, will be responsible for the costs of repairing the item. This will include the costs of contractors and the costs of the Property Manager, or other similar costs, associated with the repair of the item. In addition, the Unit Owner causing the damage will also be subject to the fines associated with the violation of these Rules and Regulations.
- B. Unit Owners will be responsible for damage to the Common Elements if their action or inaction caused the damage, whether they intended the damage to occur.
- C. In no common area, at any time, is the use of any wood or propane burning Fire Pit, Chiminea or anything designed to have an open flame permitted to be used.

### XI. SATELLITE DISHES

**In accordance with the Federal Telecommunications Act of 1996, The Association cannot unreasonably restrict certain types of satellite dishes or antennas that are within the Units or limited common elements. The Association may establish restrictions on satellites or antennas that are placed in or on the common elements of condominium. The following restrictions apply to all Units within Woodcrest Hills Condominium Association**

- A. All Unit Owners who are planning to install a satellite dish, regardless of its location, must submit written notice of intent to the Executive Board. The notice must show the approximate location of the satellite dish, the manner of supporting the dish, either on the ground or with any attachments to existing structures and must give the name of the company that will install the satellite dish. This written notice of intent does NOT need to be approved by the Executive Board prior to installation if the satellite dish is installed on the Limited Common Elements.
- B. Limited Common Elements as defined at Section 1.3.7 of the Declaration are “that portion of the Common Elements allocated for the exclusive use of one or more Units, but less than all Units, as shown on the Plans.”
- C. If the satellite dish is not going to be installed on the deck or patio of the Unit, or if the dish exceeds 39 inches in diameter, regardless of its location, the following restrictions apply:
  - Only one satellite dish is allowed per Unit. Satellite dishes must be permanently installed on the back of a Unit in the vicinity of the air conditioning unit (this would not apply if the air conditioning unit is on the side of a unit). Any and all openings entering the Unit as a result of the installation must be properly sealed and maintained by the Unit Owner.
  - Any additional cost incurred because of a satellite dish installation shall be the sole responsibility of the Unit Owner.
  - The overall height of the dish depends on where it is mounted. A permanent mount on the back of each unit may not exceed six feet above the ground. A ground mount on the side or front of each Unit may not exceed three feet above the ground.
  - All exposed surfaces and supports of the satellite dish must be kept clean and painted to achieve a well-maintained appearance. The location of the satellite dish must not

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interfere with the maintenance of the grounds by the Association or cause additional cost to the Association. Any additional costs incurred because of a satellite dish installation shall be the sole responsibility of the Unit Owner.

- Any satellite dish must be located and screened so that it cannot be readily seen from public streets or adjacent properties. Plants must provide screening throughout the year and be at least four (4) feet tall at the time of installation. Plants must be installed in the mulched area. Potted plants are not acceptable for screening.
- D. If a satellite dish is installed on the deck or patio of the Unit, every effort should be made to install the satellite dish on the back of each Unit, in locations that are not readily seen from neighboring properties or from the street.
- E. The following restrictions apply to all satellite dishes, regardless of the location or size of the satellite dish:
- Cables serving ground mounted satellite dishes must be located underground. No Satellite dish is permitted to have more than 36 inches of total exposed cable. No cable should be visible at a height higher than 36 inches from the ground. Excessive cable loops of additional wiring and the painting of satellite dish wires is not permitted. Unit owners may not run cables behind siding; rather all cables should enter then Unit as close to the dish as possible. Siding is owned and maintained by the Association, not individual Unit owners.
  - Satellite dishes must be filtered or shielded to prevent radio-frequency energy emissions that would cause harmful interference with radio or TV reception or broadcasting on neighboring properties.
  - Under no circumstances can satellite dishes be installed onto the roof of any Unit. The Association's cost to remove any satellite dish installed in violation of this Rule, and for repairs for damage caused to the roof, will be charged to the Unit Owner.
  - All exposed surfaces and supports of the satellite dish must be kept clean and painted to achieve a well-maintained appearance. Any holes in the exterior of the Units must be properly sealed. The Unit Owner shall be responsible for all damages to the (Limited) Common Elements or the Units on account of the installation of a satellite dish.
- F. All the above rules with respect to satellite dishes also apply to TV antennas and wireless cable antennas that are used to receive video programming or internet. Contact the Executive Board in the event any other type of installation is desired.

## XII. DECORATIONS

- A. Door wreaths and door decorations shall be permitted without prior written consent if they are aesthetically appropriate for the Community (in the sole discretion of the Executive Board).
- B. Holiday decorations are permitted without prior written consent provided that such decorations are in good taste (in the sole discretion of the Executive Board) and do not cause a nuisance or hazard and do not unreasonably disturb other Unit Owners.
- C. No decorations may be attached to the roof, soffit or eaves of the Unit. Lighted decorations are approved around porch borders and posts but must not be nailed to the unit.

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- D. All holiday decorations that are visible to other Unit owners may be put up no more than 30 days before the holiday and must be removed within 30 days after the applicable holiday has passed.

### XIII. RENTAL RESTRICTIONS

- A. Unit owners who wish to establish their unit as a non-owner occupied or rental unit, must submit a request to the Board of Directors. No unit can be established as non-owner occupied without written approval from the Board of Directors. Any unit not occupied by the owner listed on the deed is considered a non-owner occupied or rental unit regardless of whether rent is collected or not. All non-owner-occupied units must have a lease agreement established per the terms of the Declaration and such lease will be provided to the Board of Directors within 10 days of execution.
- B. The Condo Association has a non-owner occupied/rental limit of 20% or 30 units. Once the limit has been met residents may contact the board if interested in being added to a waiting list.
- C. Units must be sold to owner occupants regardless of the status of the rental cap unless the purchaser has requested and received written approval from the Board of Directors to purchase as a non-owner-occupied unit.
- D. Units established as rentals are subject to an annual rental administration fee of 10% of the Association's annual assessment. This fee will be charged in the first month of its inception for the entire year and will be prorated thereafter when a unit is established as a rental for the remainder of the year including the current month. This fee will be charged annually on January 1 and will be due by the end of the month.

### XIV. ENFORCEMENT

- A. Publication of Association Documents/Rules and Regulations
  - Every Unit Owner should get a copy of the Declaration, Bylaws, and all existing Rules and Regulations when they move into a Unit.
  - If a Unit owner needs an additional printed copy of the Declaration, Bylaws, and all existing Rules and Regulations, they can contact the Property Manager or member of the Board. The Association will charge the Unit owner \$25.00 for each copy.
  - If a Unit owner needs an additional PDF (electronic) copy of the Declaration, Bylaws, and all existing Rules & Regulations, they can contact the Property Manager or member of the Board. The Association will not charge the unit owner for electronic versions of these documents.
- B. Original Warning
  - If a Unit Owner violates the Declaration, Bylaws, or these Rules and Regulations, the Association or Property Manager will send the Unit Owner a warning. The warning letter may be mailed, emailed or placed in the Unit Owner's mailbox/door/other.
  - The Unit Owner will have 30 days after notification to correct the violation unless an extension is requested and approved via written notice. For any violation that is a single occurrence requiring immediate remediation (such as a parking violation, creating a

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disturbance with noise, smoke, light or other reason, failing to curb a pet, etc.) a warning will only be issued once in a 12-month period. Additional notices will incur a fine.

### C. Opportunity to Dispute Violation (Pertaining to any non-monetary violation) ·

- If a Unit Owner disputes a Notice of Violation, the Unit Owner must notify the Property Manager or Board in writing within 10 days after receiving the Violation. The notice only needs to say that the Unit Owner disputes the violation and if they would like an opportunity to be heard by the Board.
- If requested, the Board will allow the Unit Owner to dispute the violation at the next regularly scheduled Board meeting or the Board may choose to hold a special meeting.
- The Unit owner will have ten (10) minutes to present their case. The Board may allow additional time if the Board, at its discretion, thinks it is required.
- The Board will hold its discussion after the Unit Owner's presentation in private, consistent with its policy.
- The Board will notify the Unit Owner of its decision in writing within 10 days.
- Failure to dispute the Notice of Violation within 10 days or failure to appear at the meeting set for hearing on the dispute will be deemed a waiver of the dispute by the Unit Owner.
- The Unit owner and/or the Board may have an attorney present at the meeting at which the dispute will be heard. If either party plans to have an attorney present, it must notify the other party at least 5 business days prior to the meeting.

### D. Fines

Unless otherwise specified as an immediate fine next to a particular rule, the following fine schedule shall apply to all violations:

- **First Notice:** Written warning, no fine.
- **Second Notice:** \$50 fine.
- **Third Notice:** \$100 fine.
- **Fourth and Subsequent Notices:** \$150 fine per month, continuing until the violation is corrected.

Failure to correct a violation after notice may also result in additional legal action or remedies available to the Association under the governing documents or applicable law.

### G. Fines as Liens against Unit

- All fines will be assessed against the Unit Owner and Unit. They become a lien against a Unit, just like assessments.
- All unpaid fines will accrue interest in the same manner as unpaid assessments pursuant to Section 7.13 of the Declaration.
- The costs of collecting fines, including court costs and attorneys' fees, will be assessed against and recoverable from the Unit Owner in the same manner as unpaid assessments pursuant to Section 7.15 of the Declaration.

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- Payments from the Unit Owner will be applied in the following order, regardless of any dispute, notation or instruction placed on the payment: Interest, late fees, costs of collection including attorneys' fees, and finally the fine.

### H. Board Discretion

- The Board, in its sole discretion, may decide to waive a fine for good cause shown by the Unit Owner.
- Any waiver of a fine in one circumstance does not preclude the Board from enforcing a Rule or Regulation or imposing a fine for the same violation in the future.
- Because the enforcement of the Rules and Regulations is the responsibility of the Board and in the best interests of the Community as a whole, a Board member will not have a conflict of interest if they may benefit from the decision being made or if the Board member discovered the violation.

These Rules and Regulations have been adopted this 17th Day of September 2025, by the Executive Board of Woodcrest Hills Condominium Association. These Rules and Regulations are effective on October 1, 2025.