

WATERFORD CROSSING, A PLANNED COMMUNITY

RULES, REGULATIONS & STANDARDS

INTRODUCTION

These Rules, Regulations, and Standards (collectively, the “Rules”) are established for Waterford Crossing Community Association (“Association”) in accordance with the Declaration of Covenants, Conditions and Restrictions for Waterford Crossing, A Planned Community (“Declaration”). By adoption, the Rules become a working component of the Declaration.

The purpose of the Rules is to complement the covenants and restrictions in the Declaration. The Rules are intended to be consistent with the intent of the Declaration to preserve, maintain and enhance the integrity of the Association, the value of the property and the architectural harmony and site design of the community.

It is the responsibility of the Association, through the Board of Directors (“Board”) to administer and enforce these Rules. The Rules may be amended as the needs and desires of the community change.

Please keep this copy of the Rules with your other Association documents. Please take some time to review and understand the Rules. Any capitalized term not defined in this document has the same meaning as given to it in the Declaration. If you have questions, please contact the Property Manager. If you have tenants in your unit, pass a copy of these Rules along to them. It is the responsibility of the homeowner to ensure that the tenants understand and abide by these rules.

I. ARCHITECTURAL AND LANDSCAPING STANDARDS & PROCEDURES

A. GENERAL

1. Waterford Crossing was constructed as a planned community. The exterior appearances of the Dwellings were designed to maximize architectural harmony. Owners shall not alter the exterior appearance of their Dwellings unless such alterations are expressly approved in advance by the Board.
2. Owners must submit a completed Exterior Change Request Form (Attachment 1) along with detailed plans to the Board to propose alterations (to the extent such alterations are permitted by the Declaration) to the exterior of their Dwelling. No alterations may be made without the prior written consent of the Board.

3. Any complaints regarding actions of the Board or other Owners must be submitted in writing to the Property Manager.

B. ALTERATIONS & INSTALLATIONS

1. No addition, change or alteration to the exterior of any Dwelling is permitted without written consent of the Board along with an Exterior Change Request Form.
2. No outside shades, trellises, grape arbors, exterior window or door guards or grates, ventilators, fans, air conditioners or like devices shall be used in or about the windows or exterior of the Dwellings except those that have been approved in advance by the Board.
3. No deck or patio installations or additions other than those initially built as part of a Dwelling will be permitted. In no event are decks to be painted.
4. No garage may be finished, closed, sealed or otherwise converted into a living space that would prevent the parking of a vehicle inside the garage of the Dwelling.
5. No flagpoles, fences, pools, solar panels, clotheslines or antennas will be permitted.
6. Retractable Awnings are permitted with Board Approval and must adhere to the following specifications:

(a.) Retractable Awnings may only be wall-mounted on the rear of the Dwelling, centered on the back wall above the window extending towards the railing or the outer perimeter of the patio slab for Units not having a walk-out basement. Absolutely no part of the awning may be installed on the roof or block the attic ventilation.

(b.) Only awnings no larger than 12" by 10" with a Manual Override Motor may be installed. When fully opened, the awning is not to extend beyond the plane of the railing or patio slab. It must also be hard-wired to the electrical supply.

(c.) Choice of awning fabric is either Sunbrella #4961 putty regimental or Sunbrella #4633 linen, or similar. Valance scallop must be #4 serpentine or of equal quality. **Sample fabric must be included with a completed Exterior Change Request Form. Owners must then await Board approval.**

(d.) Awnings must be professionally installed. No installer may begin work unless/until the homeowner and a member of the Board of Directors has signed the Hold Harmless statement for this installation.

PLEASE NOTE: No other installations and/or alterations may be made to the exterior of the home for the purpose of adornment and/or shade.

7. Roof Fans may be installed under the following guidelines:

(a.) Only one roof fan may be installed on a Unit and must be placed in the rear of the main roof.

(b.) Please check with the Board of Directors for the appropriate size and exact placement of such roof fan.

(c.) Owners and a member of the Board of Directors must first sign the Hold Harmless Agreement for this installation once it is approved by Board majority.

(d.) Owners must provide the Association with the name and license of the electrical contractor who will be wiring the fan. The contractor must provide an insurance certificate naming Waterford Crossing-A Planned Community as Additional Interest.

8. The Under-Deck Coating policy (for Units with a walk-out basement) is as follows:

(a.) Only the products known as "Under Deck" or "Dry Space Systems" may be used beneath the balcony decking.

(b.) The only permitted color is white.

(c.) No installation can begin unless and until a Hold Harmless Agreement for this installation is signed by the Owner and a member of the Board of Directors once this job is approved by Board majority.

(d.) If a professional installer is used, the installer must first provide the Association with a certificate of insurance naming Waterford Crossing-A Planned Community as Additional Interest. If the Owner is doing the installation, the Owner must first provide the Association with written confirmation that Waterford Crossing-A Planned Community is named on the homeowner's insurance policy as Additional Interest.

9. Exterior hand railings may be installed as per the following conditions:

(a.) Hand railings must conform to the general style and design of the "Waterford Railing" (see Exhibit A).

(b.) All hand railings must be aluminum and painted a semi-gloss or satin black.

(c.) Railings may NOT be attached to the building itself but must be free-standing.

(d.) Railings must be 36" from top to base after installation.

(e.) Railings may only be installed to accommodate ascending/descending exterior steps and may not be installed anywhere else on Association grounds.

10. Storm Doors may be installed on the front door of the homes within the community after completing an Exterior Change Request Form and then Board approval under the following restrictions:

(a.) Storm Doors must be either the Full-View Model or the Self-Storing Model, both black in color with plain glass and solid brass handles, door sweeps and locks.

(b.) Storm Doors must be installed by a professional installer who is insured and bonded.

11. The Exterior Front Door Alteration Policy is as follows:

(a.) Dead Bolts and door viewers must be brass. Only one dead bolt and one door viewer per door is permitted. Door handles, if replaced, must match the existing style and finish.

12. Garage Door Keypad entries must be compatible with the garage door opener. The keypad should match the siding on the garage in color, be made of durable vinyl material that will not rust, and have an installation height between approximately 5 to 5 ½ feet and of normal size. Keypads are to be installed on the side frame of the garage door.

PLEASE NOTE: In the event that an Owner should make any alterations and/or installations without prior Board approval, the Association reserves the right to demand the Owner remove the unapproved alteration or alterations at the Owner's expense and restore the exterior to its original condition.

C. LANDSCAPING

1. Owners must maintain any owner-installed landscaping, including materials and flowers, in a manner acceptable to the Board and as noted in the Planting Restrictions section of the Declaration, By-Laws or Rules. If the landscaping is not maintained, the Board may remove the landscaping and restore the area at the Owner's expense.
2. Planting of flowers by Owners is confined to the existing beds adjacent to the individual Dwellings under the following conditions:
 - (a.) Planting shall occur and be confined to within the mulched area of the beds so as not to obscure the original landscape plantings.
 - (b.) No other mulch may be added or replaced.
 - (c.) No vines or fruit/vegetable-bearing plants are permitted.
 - (d.) Plants must be well-tended. Dead or dying plants must be immediately removed. If the Owner will be away from the home for a period of time, the Owner must make arrangements for the plantings to be tended to in his/her absence.
 - (e.) No fencing or borders are permitted around beds.
 - (f.) No other planting anywhere on the common grounds is permitted by an individual homeowner unless specifically approved by the Board of Directors with the exception of that area limited to and designated by the aforementioned Declaration.
 - (g.) In the event a member should plant or otherwise disrupt the original landscape other than as approved by the Board, the Association reserves the right to demand the Owner restore the landscape to its original condition prior to disruption at the Owner's expense.

3. Hoses and watering devices must be neatly stored in the bedding adjacent to the Unit when not in use.
4. Potted plants facing the street or side lots are only permitted on driveways and mulched beds adjacent to the home. In addition, other lawn ornaments are restricted to bedded areas adjacent to the Dwelling.
5. Bird feeders and bird houses are permitted no closer than 20 feet from any building or structure and must be maintained by the installer. Any nuisance problem will necessitate the immediate removal of the feeder.
6. Nothing may be hung from any tree in front of or near any Unit. This includes, but is not limited to hanging plants, bird feeders, bird houses, wind chimes and other items not specifically approved by the Rules.
7. Flags and Garden Banners:
 - (a.) Flags and Banners of the garden type used for decoration may be placed in the bedded areas directly adjacent to the Units and in no other area. They must be displayed on a garden staff designed for this purpose and inserted into the ground.
 - (b.) Flags and banners may be no larger than 18" by 13" in size, without exception, and must be kept in good condition.
 - (c.) All garden or lawn ornaments, including potted and hanging plants, are prohibited in the lawn areas. Hanging plants may only be hung on a Shepherd's Hook and displayed in the bedded area adjacent to the Unit.

D. SEASONAL/HOLIDAY DECORATIONS

1. No decorations are permitted that may cause damage to community property.
2. Winter Seasonal/Holiday decorations are permitted but may not be displayed any earlier than thirty (30) days before the holiday and must be removed within fifteen (15) days after the holiday. For all other holidays, decorations are permitted to be displayed two weeks before the holiday and must be taken down no later than 2 weeks after the holiday.
3. Door hangings are permitted on front doors at any time provided they are not permanently affixed.
4. Single white candles with clear bulbs are permitted to be displayed on interior windowsills at any time. All other holiday illuminations must conform to the timetable set forth in D2 above.
5. The Board of Directors reserves the right to require removal of any decorative object deemed to pose a safety hazard.

E. GENERAL USE RESTRICTIONS

1. Except as permitted by Section 17(a) of the Declaration, no business, industry, trade or commercial enterprise of any kind shall be commenced, erected, maintained, operated or conducted out of any Dwelling or Lot or any portion of the Common Area.
2. All exterior facing window treatments must be neutral in color. No stained glass, plastic films or colored glass coatings are permitted on front or side windows.
3. Each Owner or resident shall keep his or her property in a state of neatness and cleanliness. Tires, construction materials, tools, ladders, garbage bags, etc. shall not be stored on the property exterior.
4. Outdoor furnishings and grills may remain set up on decks and patios provided that they are in good repair.
5. Air conditioning fences constructed of white vinyl or plastic are permitted provided the fence does not extend farther than 12" beyond the unit. Black or gray AC covers specifically designed for winter protection of the units are permitted provided they are properly secured.
6. Any damage to any portion of the Common Areas caused by an Owner or such Owner's guests, invitees, pets or licensees shall be repaired within 30 days at the expense of such Owner; this includes damage as a result of oil or gasoline spills on driveways and guest parking areas and all blacktop areas.
7. Nothing shall be done in or upon the Common Areas or upon the Individual Property which creates any noise that will unreasonably disturb the occupants of other Dwellings or unreasonably interfere with the rights, comfort or convenience of Owners.

F. PARKING AND VEHICULAR RESTRICTIONS

1. The Parking Areas and Westhampton Way shall be used by four-wheel passenger vehicles, motorcycles and standard bicycles only.
2. No recreational vehicles, mobile homes, trailers, boats or commercial vehicles are permitted on the Property (unless parked entirely within the garage of a Dwelling).
3. Owners shall park their vehicles in their garage or in the driveway located immediately in front of their Dwelling.
4. The Parking Areas shall be used by guests only on a temporary basis not to exceed two (2) weeks in the aggregate. In other words, a guest cannot circumvent this two-week rule by moving his or her car from one Parking Area to another.

G. ANIMAL RESTRICTIONS

1. No more than three (3) dogs or cats, which are kept as household pets, may be kept in any Dwelling.
2. It shall be the absolute duty and responsibility of each Owner to clean up after his or her pets to include any portion of the Common Facilities.
3. When walking pets, Owners and their pets are not permitted to walk on any front or side lawn or within ten (10) feet of any other home's footprint.
4. Owners shall not allow their pets to run loose or uncontrolled throughout the Common Facilities.
5. Residents are responsible for making sure that their guests adhere to these rules.
6. The above animal restrictions will be strictly enforced. The Board of Directors reserves the right to fine violators and waive prior warning procedures.

H. SIGNS

1. Owners shall not be permitted to place any sign on or near their Dwelling except for an eighteen inch (18") by twenty-four inch (24") "For Sale" window sign that does not exceed the standards set by the Association.
2. Small security company identification signs are permitted and must be placed in the bedded areas adjacent to the Unit.

I. OUTDOOR ACTIVITIES

1. Trash cans and any other refuse containers may be placed curbside after 6:00 PM the evening before a pick-up day. Trash cans and other refuse containers must be removed the day of said pick-up and shall be stored in the garage of the Dwelling.
2. Owners shall not use the Pedestrian Path during inclement weather. The Association will not clear the Pedestrian Path of ice or snow.
3. Owners (and their guests, invitees, or licensees) shall use the Pedestrian Path at their own risk.

J. SATELLITE DISHES

1. Any Owner proposing to install a satellite dish must submit to the Board, in writing, detailed specifications including the type of satellite dish, dimensions, and a sketch of where the device will be located. Board approval is required prior to installation. All satellite dishes

shall be installed on the back of a Dwelling and must meet all relevant building, safety and electrical codes and standards.

2. No approved satellite dish may be greater than twenty-four inches (24") in diameter.
3. The Board has the absolute right to remove or prohibit the installation of any satellite dish that poses a safety concern.

II. MAINTENANCE AND REPAIR OBLIGATIONS

A. MAINTENANCE OBLIGATIONS OF OWNERS

1. Owners are responsible for maintenance and repair of all exterior parts of their Dwelling or Lot within the footprint of their property, including but not limited to rain gutters, downspouts, stucco, trim, windows, doors, light fixtures, decks, railings and patios. Decorative, well-maintained plants and accessories may not be mounted or hung within the confines of the footprint as to interfere with the integrity of the stucco wrap of the building unit. All needed maintenance or repair is to be acted upon within a thirty (30) day period.
2. Each Owner shall be responsible for maintaining, with like colors and materials, the entire exterior of the Dwelling, including decks and patios.
3. An Owner shall reimburse the Association for any costs incurred by the Association to repair any damage to the Common Facilities or Limited Common Facilities caused by such Owner or such Owner's guests, invitees, pets or licensees.
4. Dryer Vent cleaning, as performed by a professional cleaner, is **recommended every three years**.

B. MAINTENANCE OBLIGATIONS OF ASSOCIATION

1. The Association shall maintain or provide for the maintenance of the Common Facilities to be kept in good order and repair. All needed maintenance or repair is to be acted upon within a thirty (30) day period.
2. The Association shall be responsible for the maintenance of the Driveways, sidewalks and other paved surfaces throughout the Property.
3. The Association shall provide for all necessary landscaping and gardening, including mowing, to properly maintain and periodically replace when necessary, the trees, plants, grass and other vegetation in the Common Facilities.
4. The Association shall be responsible for maintaining the entire Storm Water Basin.
5. The Association shall be responsible for maintaining the Pedestrian Path.
6. The Association shall be responsible for snow and ice removal from all streets, Driveways (unless a car is in the Driveway), Parking Areas and sidewalks.
7. The Association shall be responsible for maintaining landscaping and other amenities placed within the Access Easement Area.
8. The maintenance responsibilities of the Association shall be performed at such times and in such a manner as the Board may, at its sole discretion, deem necessary.

9. The Association shall be responsible for maintaining the underground irrigation system on both sides of the entrance to Westhampton Way.

III. REGARDING FINES & RELATED ACTIONS BY THE ASSOCIATION

1. The Board or Property Manager shall notify the Owner (and not the tenant) responsible for a violation of the Rules and/or Declaration, in writing, and describe the violation with reasonable particularity and direct reference to the section of the Rules or Declaration that is applicable. This notification shall be the first notice.
2. If the Owner believes that an error has been made in the first notice, the Owner has the right to register an objection, in writing, to the Property Manager within five (5) calendar days from the date of notice.
3. If the Owner fails to correct the violation within a timely basis not to exceed 30 days, a second notice will be mailed to the Owner. If the violation is not corrected within five (5) days of a second notice, there will be a DAILY fine of \$25.00 per violation assessed to the Owner. After thirty (30) days from the commencement of fines, if non-compliance still exists, the Board may institute legal action in accordance with the Declaration and the provisions for collection of the past due assessments. Such legal actions may include a lien and judgment placed upon the property. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine will be the responsibility of the Owner.
4. For violations of a per occurrence nature (i.e. unleashed pets, failure to clean up after a pet, trash can storage, etc.), the following fine schedule will be implemented:

First Offense: \$25.00

Second Offense: \$50.00

Third Offense: \$75.00

The fine for each additional offense will increase in \$25.00 increments.

In the event of such a violation, the Owner will be notified in writing that the fine has been assessed, and such notice shall include the date and the offense of the violation.

5. The fine procedures set forth in this section of the Rules shall not be exclusive of other rights and remedies which may be available to the Association or Board as set forth in the Declaration. To the extent that any of the foregoing Rules, or any portion of them, conflict with or are in any way inconsistent with the provisions of the Declaration, the provisions of the Declaration shall prevail.
6. After repeated attempts to obtain compliance, the Board will make known the specifics of the infractions to the Homeowners of Waterford Crossing at the next meeting for the purpose of seeking advisement to pursue further action on their behalf.

IV. COMMON EXPENSE ASSESSMENT FEE PROCEDURE

1. The annual assessment for common expenses shall be divided into twelve (12) monthly installments rounded to the nearest dollar.
2. Each monthly common expense assessment is due by the first day of the month, and any payment not received by the fifteenth (15th) day of the month shall be termed delinquent.
3. On the sixteenth (16th) day of the month, a late fee charge of \$25.00 will be automatically assessed to each account with a balance of \$25.01. It is the Unit Owner's responsibility to remit the monthly assessment so it is received on time. Failure to receive an invoice or payment coupon is not defense to the attached late fee.
4. If any check is returned by the bank for any reason, the Unit Owner will be charged a \$25.00 returned check fee. Returned checks will not be resubmitted for payment. If the Association is not reimbursed for the amount of payment plus the returned check fee by the fifteenth (15th) day of the month, a late fee as per paragraph 3 above will also be assessed. The Association reserves the right to require payment by cash or certified/bank check if more than one personal check is returned in any fiscal year.
5. Any Unit Owner with a delinquent account exceeding the equivalent of two (2) months' billed Association fees will receive one warning letter per fiscal year containing the following:
 - (a.) A request for full payment of the balance due within twenty (20) days.
 - (b.) The additional amount owed of remaining installments due for the current fiscal year are added (accelerated).
 - (c.) A copy of this resolution.
 - (d.) A statement that even if the account is brought current, should a delinquent balance develop again within the same fiscal year, the remaining installments as well as any special assessments will be accelerated for that fiscal year without prior notice.
 - (e.) A copy of the current Owner's account history.
6. As provided by law, all related charges for collection of any delinquent account shall be the responsibility of the Unit Owner. Included in this are: legal and court costs, late fees, collection expenses, as well as the delinquent common expense assessment fees.
7. For as long as the delinquent account remains unpaid, the rights of the Delinquent Unit Owner to serve on the Board of Directors or on any committee established by the Board shall be suspended, provided the Board has given written notice of the suspension and an opportunity for the delinquent Unit Owner to be heard before the Board.
8. The Board may exercise any and all of its rights permitted by law, and its decision is final.

Attachment 1

**WATERFORD CROSSING HOMEOWNERS ASSOCIATION
EXTERIOR CHANGE REQUEST**

Send To: 762 E. Main Street, 2nd Floor, Lansdale, PA 19446

(Please print)

DATE SUBMITTED: _____

NAME OF OWNER(S): _____

UNIT ADDRESS # _____

CONTACT #s: PHONE () _____

Email _____

I request Board approval for the following change or addition:

Owner's Signature _____

PLEASE COMPLETE NEXTPAGE. (Incomplete requests will be returned or disapproved)

.....

BOARD USE ONLY

Approved _____ Disapproved _____ Additional Information Needed _____*

Insurance certificates obtained: YES _____ NO _____

* Comments _____

Board Member's Signature _____

Board Member's Signature _____

Board Member's Signature _____

Date _____

Any approved changes must be done within six (6) months of date of approval or approval will be deemed NULL AND VOID.

Checklist for Architectural / Landscape Changes - Complete Items that Apply

- 1. Drawing attached _____
- 2. Photo attached _____
- 3. Color _____
- 4. Model # or Type _____
- 5. Sample Attached _____
- 6. Size or dimensions: _____
- 7. Contractor: _____
Address _____

Phone _____
Contact Name: _____

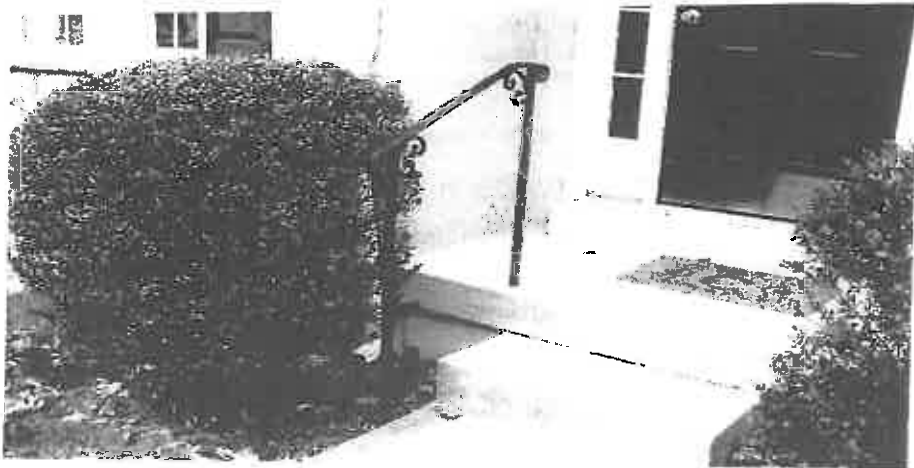
- 8. Insurance certificates Attached * _____
- 9. Building Permit Attached (if applicable) _____

*ALL OUTSIDE CONTRACTORS MUST PROVIDE LIABILITY AND WORKMAN'S COMP INSURANCE CERTIFICATES NAMING WATERFORD CROSSING COMMUNITY ASSOCIATION AS "ADDITIONAL INSURED".

.....
SMALL SKETCH AREA (OR ATTACH SKETCH)

Exhibit A

Step Railing Example



WATERFORD CROSSING COMMUNITY ASSOCIATION
762 E. MAIN STREET, 2ND FLOOR
LANSDALE, PA 19446

215-855-8700 ♦ rcooper@gqmt.com ♦ fax: 215-855-1327

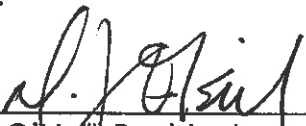
**RESOLUTION TO APPROVE THE RULES, REGULATIONS AND STANDARDS OF
WATERFORD CROSSING, A PLANNED COMMUNITY**

WHEREAS, the Board of Directors of Waterford Crossing, A Planned Community (hereafter referred to as the "Association") has determined it to be in the best interests of the Association to amend the Rules, Regulations and Standards of Waterford Crossing, A Planned Community; and,

WHEREAS, after intensive study and research, and with the assistance of members of the Association, the Board of Directors has prepared a draft of amended Rules, Regulations and Standards for submission to the membership of the Association for its approval,

NOW BE IT THEREFORE RESOLVED that the members of the Board of Directors has unanimously approved aforesaid Bylaws at a meeting of the Board of Directors on the 29TH day of JUNE, 2016.

Attest:



David O'Neill, President



Marvin Schwartz, Treasurer



Francis Wild, Secretary