

WOODMONT RULES AND REGULATIONS

This document incorporates key portions of the Woodmont Declaration including comprehensive coverage of Section XVI (Occupancy and Use Restrictions) and Section XVII (Architectural Review). It also provides specific Rules and Regulations in these areas as determined by the Woodmont Board.

The Woodmont Declaration, By-Laws, Design Guidelines and Rules and Regulations are in effect for the common good of all Unit Owners and to maintain an attractive and safe community.

RESIDENTIAL NATURE OF THE COMMUNITY

1. Units shall be occupied for single family, residential use only. Occupations carried on in the Unit are permitted only if (i) such use is incidental to the Unit's primary residential use; (ii) such use does not violate any other restrictions applicable to Units; and (iii) the Unit Owner shall obtain, if necessary, prior approval from the Township for a home occupation. With these exceptions, no commercial, industrial or professional activity as defined in the Township's Zoning Code shall be pursued on or in any Unit at any time.
2. Leasing of Units is permitted for a minimum term of 1 year (no transient or temporary or AirBnb type rentals are permitted) and must fully comply with Section XV of the Declaration. Management must approve any lease before it is executed. All leases shall be for the whole Unit; no room or partial rentals are permitted.
3. As provided in Article XI, Section 11.10 of the Declaration, Unit Owners shall maintain insurance on their Unit for damage or destruction by fire and other casualty and liability coverage for injuries to persons or damage to property. Such coverage should include consideration of any modifications to the Unit that may increase liability. If use of an Owner's Unit, with or without the Association's permission, increases the premium on the Association's insurance coverage, that owner will be required to pay the premium increase incurred by the Association.

MAINTENANCE OF BUILDINGS AND GROUNDS:

1. Each Unit shall be maintained by its Owner or occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Rules or Regulations which may be applicable in the Declaration or under law.
2. Specific guidelines of frequent concern regarding Unit exteriors include the following:
 - a. Statues, lawn ornaments, and birdbaths, taller than 24" and benches, swings, or any type of permanent furniture may not be placed on any part of the lawns, trees or planted beds, unless an exception is granted in writing by the Board. Portable lawn furniture, such as folding chairs, should not be kept out on the Unit overnight except on decks and in patio areas.
 - b. Garden hoses and sprinklers must be kept neatly stored.

- c. Homeowners may not permit signs of any type to be visible on the property, whether on the Unit or on the Common Element, without prior written consent from the Board. This includes real estate signs, contractor signs and political signs. Prohibited signs may be removed by the Association if not removed by the Unit Owner after one written notification.

Home security signs are permitted to be displayed in either a window, on the mailbox post or in the landscaped garden area; however, garden area signs are to be no more than 2 feet in height.
- d. Except to the extent this restriction is limited by law, any antenna or satellite reception device erected on any Unit may not be greater than one meter in diameter and must be erected on the residential structure in the rear of the Unit, unless such placement impedes reception, in which event such antenna or satellite reception device may be erected in another location on the Unit provided it is adequately screened in a manner approved by the Board. Antennas, masts, and visible wiring must be painted to match the Unit and shall not be higher than absolutely necessary to receive acceptable quality signals. The Unit Owner shall be responsible for antennas and repainting or replacement of the antenna, masts, and visible wiring if the exterior surface deteriorates. Other installations for television, cable, or other electronic equipment must be done inside the Unit with no wires or antennae visible on the exterior. This also applies to alarm systems.
- e. Permanent outdoor storage is not allowed. The Board reserves the right to deem what is a considered outdoor permanent storage of items, such as toys, bicycles, tools, or other similar items, which are not allowed.
- f. Seasonal holiday decorations may be displayed for up to thirty days before and no more than thirty days after the holiday. Display of the American Flag, Commonwealth Flag or U.S. Military flag is acceptable year round and can be no larger than 4' x 6'. Any other flag displays are not permitted.
- g. Clothing or other laundry cannot be hung outside; exterior clotheslines are not permitted.
- h. Firewood, barbecue grills and any other seasonal storage items must be kept stored neatly on, not under, patios and or decks and should not be stored on any front porch or grassy area.
- i. One permanent or portable basketball net is permitted to be used on the driveway only. However exercise and recreational sports equipment is not permitted on any patios, decks or lawn areas if visible from the street. This includes, but is not limited to, basketball hoops, soccer nets, and fitness equipment.
- j. Furniture on patios, porches, and decks can only be outdoor furniture, made from the following materials: wicker, teak, wood, metal, rattan, resin. Appropriate cushions are

permitted.

- k. All trash receptacles and recycling bins are to be stored in the Unit Owner's garage or, if not possible, as close to the garage and out of sight as possible. Trash receptacles and

recycling bins are permitted to be placed at the end of the driveway beginning at 4:00pm the night prior to pick up and must be stored back in their required location as soon as possible after pick up, but no later than 10:00pm the day of pick up. In addition, any excess trash and or debris that does not fit in the trash receptacles must be placed in a bag of suitable strength and tied to secure the contents.

- I. No sheets are permitted to be used as window coverings. If window treatments are temporary, they are only permitted to be installed for no longer than 90 days.
3. All residents are responsible for their own noise abatement and for any disturbances caused by their guests. Unusually loud noise or activity that disturbs the tranquility of the surrounding Units is not permitted and may be enforced by the police. No Unit Owner or occupant of any Unit shall carry on, or permit to be carried on, any practice on his Unit or on the Property which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Unit Owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

LANDSCAPE

1. Unit Owners may not plant any permanent plant material within the planted beds on their Unit unless Board approved. Annual flowers may be planted in these beds by a Unit Owner as long as they do not overcrowd existing material. Unit Owners are responsible for the planting, care, and removal of all their annuals, as well as maintaining their lawn in an aesthetically pleasing manner by watering the lawn not less than three times per week between the months of April and October.
2. Container plantings are permitted. However, if containers are larger than 24" in height, they must first be approved by the Board. Dead material must be cleaned up at end of the season and pots stored in appropriate interior area.
3. No climbing material (such as ivy) is permitted to grow on painted surfaces, on houses, over brick walls onto neighbor's property, onto other's property, into mulched bedded areas, or on top of shrubs. Each Unit Owner is totally responsible for all plant material within their front and back brick walled areas.
4. Protective burlap or fencing is prohibited on all plantings.
5. Owners are responsible for the installation of mulch on their lots yearly no later than May 20th of each given year. The community's landscaping contractor will offer mulching services to Owners upon request. If a Unit Owner does not comply, then the Association will direct the community's landscaping contractor to install the mulch at the Unit and all charges will be billed back to the Owner's account.

PARKING AND VEHICLE OPERATION:

1. All vehicles on the Property must be currently licensed, inspected, and in operating condition.
2. Accessways and private exterior parking areas within the Community shall be used by Owners, occupants or guests for four wheel passenger vehicles, two wheel motorized bicycles and standard bicycles only.

The following types of vehicles shall not be permitted to be parked on the Property, except on a day to day temporary basis in connection with repairs, maintenance or construction work being performed on the Unit:

- ☐ Recreational vehicles, campers, mobile homes, trailers, boats, non-registered vehicles of any kind
- ☐ Vans, except for non-commercial passenger vans which include, for example, minivans
- ☐ Commercial vehicles of any kind (any vehicle used for commercial purposes and/or containing, including but not limited to, commercial or business signage, lettering, equipment, supplies, racks, tool boxes, etc.) whether or not registered as a commercial vehicle with the State Department of Transportation
- ☐ Trucks with a classified capacity in excess of three-quarters of a ton, except for sport utility vehicles

However, any of the above types of vehicles are permitted to be parked entirely within the Unit Owner's garage with the garage door closed.

3. Parking is not permitted in front of mailboxes or within 15 feet of any fire hydrants.
4. If a vehicle is parked on the street and not operated for a significant period of time, fines will occur. Those fines will be at the discretion of the Board.

PETS:

1. Unit Owners shall not keep in any Unit animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats; provided that in no event shall a Unit owner or occupant of any Unit keep any more than a combined total of two (2) dogs or cats.
2. When dogs or cats are outside, they must be leashed to a responsible individual at all times. Unit Owners shall immediately clean up any waste left by their pets anywhere on the Property and deposit same in the pet owner's own trash. Waste material must not be thrown in storm sewers as it contaminates and clogs community retention ponds.
3. Pets may not be left outside unattended (except within a fenced-in yard). Pets may not be staked

to
the ground or deck or otherwise left unattended .

4. Pet owners are responsible to rectify any property damage, injury or disturbance caused or inflicted by their pets.
5. Pets shall not be permitted in common landscape beds or on the properties of other Units or Unit lots.
6. Pets shall not be permitted to disturb neighbors by loud noises or barking.
7. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Executive Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community.

ARCHITECTURAL REVIEW PROCESS

1. No building, structure or other improvement of any kind, including, without limitation, fences, walls, retaining walls, mailboxes and decks, shall be commenced, erected or maintained within the Property, and no exterior addition, change or alteration of any nature to the Units or other existing improvements within the Property, including, without limitation, changes in color, changes or additions to driveway or walkway surfaces and landscaping modifications are permitted without prior written approval from the Board. All proposed changes must be approved in writing by the Board prior to the Owners making any change affecting the exterior of a Unit, including, but not limited to, anything visible from the exterior, the landscaping, grading, clearing, excavation, fences, retaining walls, the foundation, changes in color, driveway or walkway surfaces, deck, porch, roof, windows, doors and mailboxes.
2. Notwithstanding any such written approval by the Board, Owners shall not make any changes to a Unit without first obtaining all approvals and permits required by Lower Moreland Township.
3. A written request for Board approval must include: descriptive information, pictures, specifications, color, and materials, as may be necessary to fully outline the request.
4. The Board may retain an architect, engineer or other design professional to assist in its review of any application and may require reimbursement by the Owner of fees charged by such professionals. Owners will be advised in advance whether such professional consultation is being sought and what the expected fees are.
5. An Architectural Review request received from a Unit on which there are outstanding fees or other Association charges shall be considered denied until the outstanding amount is paid in full or otherwise resolved.
6. If any Owner does not follow the Architectural Review procedure, or has outstanding violations, the Board will not consider any additional requests until any outstanding violations or delinquencies are fully cured.

7. After reviewing the request, a letter of approval or denial will be issued to the Unit Owner within 45 calendar days after the receipt of a complete application. A letter of denial will provide a reasonable explanation of the segments or features of the application which are objectionable and suggestions, if any, for addressing such objections. Section 17.03.h of the Declaration provides procedures to follow if the Board does not respond within 45 days.
8. Any approved modification will be subject to a final inspection upon completion to assure that it has been completed in strict accordance with the approved proposal. Section 17.07 of the Declaration indicates the corrective procedures that may be followed by the Board if a modification does not conform with the approved proposal in order to bring the modification into conformance.
9. Work on any approved submission must be completed within twelve (12) months of the date of approval, after which time the approval shall expire and a new approval must be submitted for review.
10. As elaborated in Sections 17.03.g, 17.03.j and 17.04 of the Declaration, design judgements may vary with the composition of the Board. In addition, objectionable features of a design may not be identifiable until the design is completed and installed. Previous approval of a design approach does not guarantee approval of the same approach in the future.
11. Owners shall not alter any part of the community's Common Elements in any way. Any easements granted to other Owners may not be obstructed in any way without unanimous consent of all Owners affected, or the Township as may be applicable.

ARCHITECTURAL REVIEW GUIDELINES

1. The Executive Board may, but shall not be required to, rely upon the Design Guidelines to provide guidance to the Unit Owners to assist them in preparing applications for design approval for modifications, additions or changes to Units. The Design Guidelines shall not be the exclusive basis for modifications, changes or additions to Units.
2. The Design Guidelines shall be subject to modification and amendment from time to time in the sole discretion of the Executive Board. Such changes in the Design Guidelines will only apply to Unit Owner requests initiated after the change in the guidelines (existing approvals and installations will be grandfathered as appropriate and required). There shall be no limitation on the scope of modifications or amendments to the Design Guidelines.
3. Specific guidelines of frequent concern include the following:
 - a. When exterior light fixtures are replaced, they must match existing type provided by the builders, or be approved through the Architectural Review process by the Board.
 - b. Storm/screen doors must be installed or replaced with a screen/storm door approved through the Architectural Review process by the Board.

- c. Window air conditioning units, window fans, half screens and expandable screens are NOT permitted.
- d. If windows are replaced or storm windows are installed, they must match the color and type of the other windows on the Unit; any such work must first proceed through the Architectural Review process by the Board

MISCELLANEOUS:

The Board reserves its right to amend or add to these rules and regulations in the future and to enforce them as they see fit.

Approved: July 2007

Distributed: July 30, 2007 and with all resale packages.

Amended: July 2021

WOODMONT RULES AND REGULATIONS COMPLIANCE PROCEDURE

WHEREAS, Article III of the Declaration creating Woodmont provides for a Board who shall manage business, operation, and affairs of the property; and

WHEREAS, Section 7.14 of the By-Laws gives the Board the duty to adopt and amend as well as enforce compliance with the rules and regulations; and

WHEREAS, the Board has adopted and expects to continue to adopt or amend rules and regulations pursuant to the provisions of its legal documents; and

WHEREAS, Section 5302 of the Pennsylvania Uniform Planned Community Act gives the Board the power to impose fines for violations of rules and regulations; and

WHEREAS, the Board has determined that more specific procedures should be outlined to enforce Association rules and regulations,

Be it therefore resolved that:

A complaint regarding a rules and regulations violation must be received in writing by Management. The written complaint must be signed and provide adequate information regarding the date, time, and location as well as the nature of the violation in order for Management to take action. Whenever possible, confidentiality will be maintained. Additionally, violations which are observed by an Association representative will also be processed as a violation complaint.

When a violation is noted, a warning letter will be sent to the Owner describing the violation and, if appropriate, a date by which the violation must be corrected. A copy of this Compliance Procedure Resolution will be included.

The Owner will be further advised that should the violation continue, the Board may impose a Rules Violation fine after giving the Owner an opportunity for a hearing.

Owners who lease their home are responsible for their Tenants' actions and any resulting fines. If there is a Tenant, a copy of the violation letter will be sent to the Tenant as well as the Owner.

Should the violation continue or reoccur after the date specified in the first letter a fine of not less than \$50.00 will be imposed. The Owner has an opportunity for a hearing with the Board if the hearing request is received in writing by the Manager within ten days of the date of the letter notifying the Owner of the rules violation and fine.

Continuing violations of the same rule or regulation will subject the Owner to additional fines.

Any fine imposed in accordance with this Compliance Procedure Resolution shall constitute an assessment which is collectable in the same manner as provided for the collection of all other assessments. Accordingly, all legal fees, interest, court costs, and other fees incurred in the collection of a fine shall be the responsibility of the Owner.

Appeal Process:

The Owner has an opportunity for a hearing with the Board if the hearing request is received in writing by the Management Company within ten days of the date of the letter notifying the Owner of the rules violation and fine. The Board has 45 days after receipt of the formal request to hold the hearing. The Management Company will contact the appeal applicant to advise of the date and time of the appeal hearing. The appeal issue will be allotted fifteen minutes on the agenda. The Board will discuss the matter in Executive Session and will respond in writing to the Owner within ten days after the conclusion of the hearing.