

Woodledge Village Community Association Inc.
Rules & Regulations
Approved at the Board of Directors held on May 6, 2017
Effective as of July 1, 2017

I. Introduction

A. Purpose

The following set of Rules and Regulations is adopted by the Woodledge Village Community Association Board of Directors to ensure the present and future health, safety, convenience, and comfort of all Property Owners.

B. Authority

These Rules & Regulations are derived from the Declaration of Restrictive Covenants and By-Laws of this Community of Woodledge Village and are written with the intention of conforming to existing laws of the Commonwealth of Pennsylvania. In the event of a conflict between these Rules and Regulations and the Declaration of Restrictive Covenants, the Declaration of Restrictive Covenants shall control.

C. Applicability Owners

Each property owner is required to be a member in good standing. Permits and privileges will be issued only to a member in good standing. Each member in good standing is to be treated equally and fairly with regard to the use of properties and amenities and the payment of fees or fines. A member in good standing is an owner who has paid all dues, annual assessments, special assessments, late charges and other charges levied by the Association and who is in compliance with the Declaration of Restrictive Covenants, Bylaws and these Rules and Regulations. The owner of property is responsible at all times for any actions of his/her guests, renters/tenants that affect the Community.

In the event of a conflict between these Rules and Regulations and the Declaration of Restrictive Covenants the Declaration of Restrictive Covenants shall control.

II. BUILDING/CONSTRUCTION

A. Policies/Rules

1. Permits

No building, septic tank, well, sign, dock, pier, trash or garbage receptacle, fence, wall, or other structure shall be commenced, erected, or maintained upon The Properties of the Community, nor shall any exterior addition of, or change or alteration therein be made until a site clearing plan and a building plan and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors and a permit issued. The Administrative charges are for architectural review of units, landscaping, building exteriors and aesthetics or for implementing requirements that may be imposed from time to time by underwriters of insurance, actually maintained on portions of the planned community.

The Administrative charges for Building are as follows:

| | |
|--|-----------|
| Standard size only above ground Pool 12' x 24' | \$ 25.00 |
| Dock 3'x15' | \$ 25.00 |
| Large Doghouse over 4'x4' | \$ 25.00 |
| Shed 8'x 8' | \$ 25.00 |
| Deck or Shed 9'x12' | \$ 75.00 |
| Enclosed Deck/Porch 9'x12' | \$ 150.00 |

Oversize cost on the above will be assessed when it is approved.

| | |
|--|------------------|
| 1 Car garage | \$ 100.00 |
| 2 Car garage | \$ 150.00 |
| Car Port 12'x12' must be opened on 2 sides | \$ 50.00 |
| Car Port 24'x24' must be opened on 2 sides | \$ 75.00 |
| House (Stick Built) | \$ 800.00 |
| Modular House | \$ 1000.00 |
| House Addition – By approval of Square footage | \$ 200.00 and up |

2. Compliance

All construction must comply with the approved plans and specifications. Any deviation from these plans must receive approval of the Building Committee. Failure to comply may result in a "Notice of Violation" and/or "Stop Work Order" as set forth herein below. The owner will have ten (10) days to bring all work into compliance with approved plans and may not proceed with any work in the area of violation until the Building Committee is given the opportunity to insure compliance and inspects the corrected work. Then they will issue a written "Order of Continuance". The Association assumes no liability resulting from its inspection of corrected work to assure compliance with the approved plans and specifications. If the violation is not corrected within the aforesaid ten (10) calendar days a complete "Stop Work Order" will be issued. Thereafter, no work of any kind may continue on the site until the Building Committee issues a written "Order to Continue". Said owner and/or Contractor will be fined \$100.00 per day if work is not corrected after the 10-day grace period. If "Stop Work Order" is violated, Owner/Contractor will be fined \$250.00 per day.

Portable toilets are required at all construction sites where indoor toilet facilities are not available.

3. Insurance

Any Contractor or his/her agent doing work in the Community is required to carry adequate liability coverage and so certify to the Board of Directors, through the property owner, prior to issuance of required permit(s).

4. WVCA Liability

The Association assumes no liability resulting from its review and /or approval of building plans as submitted by owner related to the quality or quantity of construction designated in the plans so submitted. The Association's review of building plans and any permits issued by the Association is strictly limited to insuring compliance with the applicable Restrictive Covenants of Woodledge Village and these Rules & Regulations. The issuance of any permit by the Association shall not constitute an express or implied guarantee or warranty of any structure, the location of any structure, or the materials or workmanship involved in any construction permitted hereunder. The Association assumes no liability for applicant's compliance with PA Sewage Facilities Act, or any other Laws applicable to Wetlands or Environmentally Protected Areas. Applicant should contact all appropriate state, local and federal agencies to insure that he/she is in compliance with such laws.

5. Construction Equipment

No construction equipment shall be placed on or used on any road of Woodledge Village unless equipped with rubber tires. No construction equipment or construction material shall be permitted to block a road of Woodledge Village without prior approval. Noise emanating from construction is limited to 7:30 am to 6:00 pm on weekdays and 8:00am to 4:00 pm on Saturdays - **NO Sundays or Holidays.**

6. Drainage

A culvert pipe, the size to be determined by Road Committee, lot owner & contractor, must be installed across the driveway, along with drainage ditch as required. No exception will be permitted except as required to accommodate building foundations, sewage and water lines and electrical lines if so desired by Owner.

The owner is responsible at all times to keep their culvert pipe or drainage area clean of debris.

7. Debris

All sites are to be cleared of debris and restored to original condition as soon as exterior of building is completed. No lot is to be kept in an unsightly manner during construction.

8. Lighting

All exterior lighting shall be directed away from adjoining properties and shall not interfere with the use of Association roadways. Exterior lighting should be sized so as not to leave any portion of the property and enter anyone else's property.

9. Signing

The Declaration of Restrictive Covenants bans signs. However it provides for waivers. The Board of Directors may allow persons who are attempting to market their home to place a 2, x 2, sign **if an application is made to the Board of Directors and the majority of the Board agrees a sign should be allowed. No sign is permitted without an application being approved.**

10. Soil Erosion

Any homes constructed on Lakefront or which adjoin a stream will require soil erosion and sedimentation control measures, as recommended by an engineer and contained in a Narrative Report and include further description and placement on plot plan. **Construction on a lakefront lot must be reviewed by applicable County Soil Conservation District.**

11. Setbacks

No building/improvement shall be located on any lot nearer than 50 feet to the front line thereof, 20 feet to any side street line, 15 feet to any side line thereof, 20 feet to the rear line thereof, and 50 feet to the high water mark of the Lake. For this Regulation, eaves/ steps shall not be considered as a part of the building.

12. Height Limits

No building shall be erected, altered, placed, or permitted to remain on any lot other than one single-family dwelling not exceeding two and a half stories in height, and one car port, and/or one private garage, boathouse, or combination garage and boathouse for family automobiles and boats.

13. Square Footage

Every dwelling house shall contain at least 700 square feet of living space.

14. Exteriors

The outside finishing of all buildings must be completed within six (6) months after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing, or similar non-exterior materials shall be used for the exterior wall finish of any such building; exterior finish shall be wood shingles or siding, logs, brick, stone, or concrete. Improvements not completed within (6) months, improvements on which construction has been interrupted for ninety (90) consecutive days, and improvements partially or totally destroyed and not rebuilt within six (6) months shall be deemed a nuisance and the same may be abated, removed, or otherwise corrected by the Board of Directors with prior notice to or consent of the Owner involved, but at the expense of such Owner (plus 10% of such expense for administrative and enforcement costs incident thereto), and no Owner shall have any cause of action or claim for damages arising from any such abatement, removal, or corrective action.

15. Models, Exhibits, Spec Houses

No building is to be used as a model home/exhibit house. A Spec house is a house built or purchased with the intent to sell. There with be charged a \$1,000.00 administrative charge for actual direct costs to the Association for review of architectural, aesthetic or landscaping plans, reviews or inspections of units, building siting, and exteriors as provided by the Declaration of Restrictive Covenants, Bylaws and these Rules and Regulations. To be exempt from this charge, the person building or purchasing the house must live in it for one year from date of occupancy or purchased..

16. Relocating Buildings/Garages/Sheds

No used or relocated building shall be placed on any of The Properties within the Community without prior approval of the Board of Directors.

17. Easements

Easements are hereby reserved along and within ten (10) feet of all front, side, and rear lot lines of all of the Properties within the Community for the construction and perpetual maintenance of pipes, conduits, poles, wires, and fixtures for electric lights, telephones, water lines, drainage, and other public and quasi-public utilities and uses and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities.

18. Disposal System

Each residence shall be provided with and served by inside toilets only, with septic tanks and drain fields meeting the requirements of all state and local health authorities. This jurisdiction resides with the Township Sewage Enforcement Officer. No sewage disposal system or seepage pit, draining field, etc., shall be located nearer than sixty feet (60) to the high water mark of any lake, pond, or stream. No building shall be erected at a point on a lot which has an elevation less than four feet (4) higher than the elevation of the spillway on the lake on which the lot is situated.

19. Blasting

a. Notification

Woodledge Village Community Association is to be notified three days before any blasting operation commences. No blasting will be permitted at locations near existing structures or other utilities. Where blasting is permitted, the Contractor shall take every precaution to protect all portions of the work already constructed or being constructed and shall use small charges and give ample notice so as not to endanger persons or property. Contractors or sub-contractors should have liability insurance. All contractors are required to register with the Association prior to receiving permission to conduct blasting within the Association.

b. Permits Required

The Contractor, in addition to observing all of the requirements set forth in State law, relative to the transportation, storage, handling and use of explosives, shall also conform to any further regulations which the Building committee may deem necessary in this respect. The Contractor shall be liable for all damage to persons or property caused by blast or explosion. A Contractor/Builder deemed to be a person coming in with a trailer with heavy equipment (over 10 Tons/Bulldozer/Backhoe/Concrete truck etc.). There is a \$ 75.00 fee for a permit for a year. All contractors need to submit a Certificate of Insurance to the office with the completed contractors permit with the fee.

c. Hours

Hours for clearing, excavation or construction noises related thereto are 7:30 a.m. to 6:00 p.m. for weekdays, 8:00 am to 4:00 pm for Saturdays, and no Sundays or Holidays. Any undue hardship resulting from this regulation requires special approval from the Building Committee.

d. Where Prohibited

Blasting is not permitted at locations near existing structures or utilities. Where blasting is not permitted, the rock shall be removed with suitable equipment. Care must be taken to protect persons and property. Contractor is to strictly observe all safety rules and to close off access to the area as required.

B. Procedures

1. New Home

Owner completes an application and submits it to the Woodledge Village Community Association along with the items required below.

There is an administrative charge for actual direct costs to the Association for review of Architectural, Aesthetic or Landscaping Plans, reviews or inspections of Units, building siting, and exteriors as provided by the Restrictive Covenants, Bylaws and these Rules and Regulations.

a. Plot Plan

One set of plot plans (at 1/8" or 1/4" scale)* signed and sealed by a registered surveyor or licensed engineer showing:

Lot size

Boundary lines

Assurance that wetlands are not involved

Building site (including any encroachments)

Road width

Location of well (as applicable)

Location of sewage disposal system

Location of any overhead or underground utilities

Driveway location including its size and width

b. Floor Plan

One floor plan (at 1/8" or 1/4" scale)* for each level, which include heights, foundations and plans for materials/colors to be used on exterior walls.

c. Deed

Copy of deed is necessary

d. Township Permits

A copy of building and sewage permits as approved by the township. (Permits are to be displayed at construction site.)

e. Liability Letter

A signed letter accepting responsibility and liability for all damage to common property, including roads, during construction.

2. Other Construction

a. Manufactured Homes/Modular

Before a permit is issued, the manufacturer of an off-site constructed home (such as a modular home) must submit a letter certifying that the building is not a mobile building. Modular homes being delivered must give Woodledge Village a notification of 48 hours prior to the delivery. Notification must be posted on the Woodledge Village Bulletin Board. The Administration charge for a Modular home is \$ 1000.00.

A Tree Bond of \$ 1,000.00 is required. Trees must be replanted with the approval of the Tree Committee. The Tree bond will be refunded when all requirements have been satisfied.

b. Outbuildings, etc.

Owner applies for a WVCA building permit, submitting a plot plan for a new outbuilding or extension of an existing structure (deck, porch, shed, car port) must pay the administrative charge. The administrative charge is for actual, direct costs to the Association for review of the plans to insure that they conform to the Declaration of Restrictive Covenants, Bylaws and these Rules and Regulations.

No portable building/structures such as tents, pods, storage units or trailers are permitted.

c. Septic Only

There is a \$25.00 administrative charge is the actual, direct costs to the Association for review of the plans to insure that they conform to the Restrictive Covenants, Bylaws and these Rules and Regulations.

If the only intent of the applicant is to prepare the home site by first installing a disposal system, the following applies:

1. Submit a scaled site plan* to WVCA. The plan must show the location and dimensions, as applicable, of the house, outbuildings, driveway, well and drain field. There is a \$25.00 administrative charge.
2. The lot must be left in a neat, stable and tidy condition after installation, with grass seed and hay covering the area.

*If there are any corrections, revisions or other changes to the plans, show them on drawings which are reproduced from the original tracings.

d. Waterfront Structures

No dock, float shall extend more than fifteen (15) feet into the waters of the Lake and no such structure shall be built without written approval of the Board of Directors. A dock can only be built if the owner owns the land directly in front of the proposed dock. There is a \$25.00 administrative charge that is the actual, direct costs to the Association for review of the plans to insure that they conform to the Declaration of Restrictive Covenants, Bylaws and these Rules and Regulations.

Owner is responsible for obtaining the required annual permit from the PA Fish & Game Commission.

3. WVCA Board

The Building Committee collects information and makes a recommendation to the Board. The Board approves or rejects the application within 30 days. Approvals are valid for one (1) year and must be resubmitted if work has not begun or not completed.

4. Variances

If, due to unusual conditions, the owner finds that compliance with the Building Regulations results in unnecessary hardship, the owner may apply for a variance.

The variance request is dated and submitted in writing to the Building Committee stating the reasons for the variance and the type of hardship caused.

Applicant for a variance is responsible for any and all fees incurred, including but not limited to review fees and professional fees for review of the application.

Owners seeking variances must submit site plan showing 200' "0" radius along with names and addresses of adjoining property owners and proof that adjoining owners were notified. Such proof shall be certified mail, return receipt, with copy of letter.

Adjoining property owners are to submit their approval and/or comments to the Association within Thirty (30) calendar days.

If no comments are received it will be assumed that adjoining owners approve said variance.

After receiving proof of service, a decision will be rendered by the WVCA Board within Thirty (30) calendar days based on the Building Committee's report and/or findings.

The owner shall have the right to appeal to the Board of Directors from any adverse decisions within Thirty (30) days and upon submitting new facts.

III. USE/MAINTENANCE OF THE PROPERTIES

A. Restrictions

1. General

The Properties shall be used for residential purposes only and for no other purpose whatsoever and no business, commercial, or manufacturing enterprise shall be conducted on or from the same.

2. Structures

No trailer, mobile home (as defined by the Federal, State and Local Rules and Regulations) or similar structure, basement, tent, shack, garage, barn, or other outbuilding shall, at any time, be used for the purpose of overnight camping or as a residence, temporary or permanent, nor shall any structure of a temporary character, or any building in the process of construction, be used as a residence. A Township Certificate of Use/Occupancy is required before a house can be used as a residence.

No garage or other accessory outbuilding shall be built or erected upon any Property before a single-family dwelling is built on that property. No garage shall be constructed unless it is of exterior earth tones and conforms/blends in with the existing dwelling. Extenuating circumstances regarding accessory outbuilding is evaluated case-by case. No garage, commercial sign, dock, pier, fence, wall or other structure shall be commenced, erected or maintained until approval in writing by the WVCA Board and a permit issued. There is an administrative charge. This is the actual, direct costs to the Association for review of the plans to insure that they conform to the Restrictive Covenants, Bylaws and these Rules and Regulations.

The above restrictions and requirements regarding accessory outbuildings apply to sheds as well. Normally, only one (1) shed is permitted on a property. However, there may be circumstances where more than one (1) shed is required. Such circumstances would be considered on a case-by-case basis. In no event, however will a shed or combination of sheds exceed 250 square feet in total.

3. Animals

No animals or birds of any kind shall be raised, bred or kept on any lot. Except that not more than two (2) dogs or cats may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Any complaints regarding dogs should be forwarded to the Pennsylvania Dog Warden.

4. Signs

Except as permitted in writing by the Board of Directors, with an approved application, no person shall erect, display, or maintain upon any Property any signs for improvements/ advertisement except to identify the name and/or address of the Owner and/or a number given to the Property. An owner selling his/her house may install a "For Sale" sign, not to exceed 2' X 2' with an approved application. **For emergencies, homeowners are required to post identification of their home number in a prominent location.**

5. Trash/Garbage/Junk

a. Disposal

No dumping or disposal of accumulated trash; garbage, rubbish, or any other discarded items shall be permitted on the Properties or on the Common Properties of the Community.

All trash pails are to be taken off the road/end of driveway after garbage pickup.

b. Accumulation

The accumulation of trash, litter, debris, or other discarded items in an unsightly manner is not permitted within the community. The accumulation, storage, or maintaining of any substance, matter, material, thing, or animal that is hazardous that causes such property to appear in an unclean or untidy condition, that is obnoxious to the eye, or that emits obnoxious or foul odors, or that causes any noise that will or might disturb the peace, quiet, comfort, or serenity of the residents of surrounding property is not permitted.

c. Removal

The Association will take steps to officially advise the owner that a nuisance exists on his/her property. This advisement will be verbal and/or written, giving the owner reasonable time to take corrective action. If the problem is not corrected such nuisance or hazard may be abated, removed, or otherwise corrected by the Board of Directors with prior notice to or consent of the owner involved, but at the expense of such owner (plus ten (10) percent of such expense for administrative and enforcement costs incident thereto). And no owner shall have any cause of action or claim for damages arising from any such abatement, removal, or corrective action. These provisions are not only in the Rules and Regulations but in the Restrictive Covenants

6. Cutting/Trees

No tree having a diameter of three (3) inches or more shall not be cut, damaged, or removed from any of the Properties without the prior written approval of the Tree Committee **including dead trees**. Only new construction will need a Tree permit and a Tree Bond. All others that need to be cut down will be marked by the Tree committee and inspected again after the removal of the trees. If additional trees are cut down that were not marked the owner will be fined. If you are a new owner and cut additional trees down a building permit can be rescinded if agreed upon by the Tree committee plus they are not allowed to go any further until the fine is paid **If work is continued they will be fined daily.**

7. Fencing

All property lines shall be kept free and open. No fences, hedges, or walls shall be constructed except upon approval with written permission of the Building Committee. Limited fencing for dog pens, children play area, etc..

8. Clotheslines

Clotheslines or drying yards shall be so located as not to be visible from the street or from the waterfront without Board approval.

9. Subdivisions

None of The Properties on the Plat may be sub-divided. Adjoining properties may be combined with the approval in writing of the Board of Directors but any lots combined by the townships have no effect on the dues structure of each lot by the Association and will be billed individually.

10. Fire Pits/BBQ Pits/Burning Barrels

They must be 50' away from any building. There must be a 30' radius from any flammables such as leaves, trees, brush, etc. There must be water available and must be monitored at all times.

All Township, County and State rules and ordinances must apply.

11. Propane Tanks

All propane tanks must be located either in the back or side of the house. They can be buried or hidden by landscaping such as a rock wall, lattice and not be visible from the street or lake.

IV. COMMON PROPERTY USAGE & ENJOYMENT

A. GENERAL

Each Owner, if a member in good standing, shall have the right, in common with all other owners, to use and enjoy the common Properties in accordance with these Rules & Regulations. The right of any owner or the owner's guests or renters to enjoy and use the common properties/amenities shall be automatically suspended during any and all periods during which any dues, fees, charges, and assessments against any lot of that owner remain due and unpaid. All amenities (including the lake and pool) are to be used only by property owners, a property owner's family, and guests staying at or renting the property owner's house or persons accompanied by the property owner or contact the office with their guest name. The property owner is responsible for the conduct of guests/renters at all time.

B. BOATING/FISHING

1. Age Limit

No child under age twelve (12) is permitted on the lake in a rowboat, canoe, rubber boat, or rubber raft unless accompanied by an adult.

2. Life Jackets

All rowboats, canoes, rubber boats, or rubber rafts must be equipped with an USCG approved flotation device for each occupant and a whistle.

3. Boating Conduct

Swimming or diving from a rowboat, canoe, rubber boat, or rubber raft is not permitted.

4. Boating Areas

All rowboats, canoes, rubber boats, or rubber rafts must stay fifty (50) feet from private beaches and must stay clear of marked swimming areas.

5. Motor Boating

Gasoline-driven motors/engines are prohibited on Lake Woodledge.

6. Fishing License

Fishing is permitted only during State authorized fishing season in accordance with Pennsylvania State Laws. A Pennsylvania Fishing License is required.

7. Fishing Area Restrictions

Fishing is not permitted in the beach area.

8. Guest Requirements

Any non-lot owner or guest must have written permission from the property owner in good standing to fish. This statement must include the date and name of the non-member, # of guest (4 allowed only), the property owners name, address and phone number for verification. The property owners are responsible for conduct of these guests.

All Rules and Regulations of the Pennsylvania Fish and Boat Commission are applicable to Lake Woodledge.

C. CLUBHOUSE/BACK DECK/BARBECUE AREA

1. Use by Property Owner

The Clubhouse/Back Deck/Barbecue Area may be used by a property owner for an activity with written approval of the Board of Directors. The above rentals are conditioned upon the property owner executing a Waiver/Hold Harmless and Indemnification Agreement for liability, which may arise out of use of their rental.

The pool is not included in the rentals.

The Clubhouse there is a charge of \$ 100.00 plus a deposit of \$ 100.00.

The Back Deck there is a charge of \$ 25.00 plus a \$ 50.00 deposit.

The Barbecue Area there is a charge of \$ 50.00 plus a \$ 50.00 deposit.

All deposits will be returned after an inspection to make sure there were no damage, area cleaned up and garbage removed.

For the clubhouse rental for the months of November through March there is an additional surcharge of \$ 50.00 for heat.

2. Hours

As staffing permits, the Clubhouse shall be open from Memorial Day to Labor Day from 11:00 am to 8:00 p.m. An adult property owner may keep the Clubhouse open for a reasonable period of time beyond the established closing hour provided advance provisions have been made to close and secure the building.

3. Overnight

Overnight sleeping or staying in the Clubhouse is not permitted.

4. Pets

Pets are not permitted in the Clubhouse/Pool/Picnic areas at any time.

D. POOL/BEACH

1. Age Requirement

All water activities require the presence of at least two persons, one of who is age 18 or older. Solo swimming is not permitted. Children twelve years old and under must be accompanied by an adult, or responsible guardian 18 or over at the pool or beach.

2. Responsibility

Swimming at the lake, beach, or pool is at your own risk and you assume full responsibility. Parents are responsible for the behavior of their children.

3. Restrictions

a. Objects in area

Glass bottles or containers, pets, alcoholic beverages, bicycles, and the throwing of any object, thing, toy, or ball, are not permitted in the pool or beach areas or in the waters thereof, with the exception of organized games.

b. Deportment

Spitting, gum chewing, gambling, littering, running, pushing, or other horseplay is not permitted on the beach or in the pool enclosure. Jumping from the sides is strictly prohibited.

E. MOTOR VEHICLES/ROADS

1. Rules of the Road

In addition to any other rules and regulations promulgated by the Board of Directors, the use of all roadways in the Community will be governed by the Pennsylvania Motor Vehicle Code. In regards to the operation of recreation vehicles such as Quads, ATV's, Golf carts, Snowmobiles etc. they are required to be in compliance with all the laws.

All recreation vehicles are required to purchase a number flag from the office for \$ 10.00 for identification purposes which is to be attached to the vehicle.

Go Carts are only permitted to operate only on owner's property.
Woodledge Village accepts no liability.

NO GASOLINE VEHICLES ARE ALLOWED ON THE LAKE.

2. Speeding/Parking

All drivers of motor vehicles shall observe speed and other driving or parking restrictions as may be established and posted from time to time within the Community by the Board of Directors. There shall be no parking of any automobile or other vehicle on any street within the community. Parking shall be restricted to driveways and/or parking spurs or in parking lots, areas, or spaces as may be created and designated as such from time to time by the Board of Directors.

3. Careless/Reckless Driving

No motor vehicle of any type shall be driven or towed in a careless or reckless manner along any road within the Community.

4. License/Inspection

No motor vehicle shall be permitted upon any road within the Community unless it is properly and currently licensed/inspected and insured pursuant to the laws of the state of registration and operated by a duly authorized person.

5. Repairs

No major motor vehicle repairs of any kind except of an immediate, emergency nature are permitted within the Community.

6. Inoperable Vehicles

No inoperable automobiles shall be stored or maintained on any lot, street or road of the properties. An inoperable vehicle shall be considered any vehicle which is

- (1) Not capable of operating upon the roadways.
- (2) Does not have a valid inspection sticker.
- (3) Is not currently registered.

Such an inoperable vehicle shall deem a nuisance and a hazard. The same may be abated, removed, or otherwise corrected by the Board of Directors with prior notice to or consent of such Owner plus 10% of such expense for administrative and enforcement cost incident thereto. No owner shall have any cause of action or claim for damages arising from any such abatement, removal or corrective action.

7. Dirt Bikes, ATV's, Snowmobiles and other motorized Recreation Vehicles

There are restrictions on the use of motorized vehicles such as but not limited to Dirt Bikes, ATV's , Snowmobiles (all-terrain vehicles) and the like. Operation of ATV's and Snowmobile is pursuant to the Pennsylvania ATV and Snowmobile Act and the Rules and Regulations of the Pennsylvania Department of Conservation and Natural Resources. Such vehicles and their operators must comply with State laws and must carry adequate liability insurance. Pleasure riding of such vehicles is limited to the hours of 9:00 am to 9:00 pm.

- a. No person shall operate a recreational vehicle on any Private Real Property without the consent of the owner or lessor of.
- b. Any person operating a recreation vehicle upon lands of another shall stop and identify themselves upon request of the landowner or his duly authorized representative and if requested to do so by the landowner shall promptly remove the vehicle from the premises.

F. PETS

For purposes of the following Rules/Regulations, "Pets" are defined as, but not limited to, dogs and cats:

1. Number Allowed

It shall be unlawful for any property owner, their family, guest or renter to harbor or keep more than four (4) pets, wherein the confines of Woodledge.

2. Puppies/Kittens

All puppies or kittens over the limit of four (4) pets shall be removed by the tenth (10th) week of birth.

3. Kennels

No kennels, shelters or boarding houses will be permitted within the confines of Woodledge Village.

4. Breeding

No pet may be kept/or maintained for commercial breeding purposes.

5. Leashing Dogs

All pets must be on a leash per Pennsylvania State Law.

6. Common Areas

No pet shall be permitted on any common property unless carried or maintained on a leash.

Pets are not permitted in the lake, pool, beach, or picnic area grounds.

7. Cleaning up

No pet shall be permitted to relieve itself on any other owner's property or common property. It shall be the obligation of the pet owner to immediately scoop up the pet's droppings and properly dispose of it.

8. Registration & Shots

All pets shall be registered and have the proper shots as per Pennsylvania State Law.

9. Nuisance/Disturbance

No pet shall create a nuisance or unreasonable disturbance or noise. No pet shall be permitted to bark, howl or make other loud noises for such an unreasonable time as to disturb neighbors' rest or peaceful enjoyment of their property or any of the common property.

10. Complaints

Any owner offended by another residence's pet should contact the pet's owner.

Any complaints regarding dogs should be forwarded to the Pennsylvania Dog Warden

G. BEHAVIOR/ACTIVITIES

1. Hunting, Trapping, Firearms

Hunting, trapping, and/or the discharging of any firearm on any Property within the Community are prohibited.

2. Vandalism

Vandalism or the deliberate damaging or destruction of any of The Properties or Common Properties, or any Improvement thereon, within the Community is prohibited and carries a stiff fine.

3. Public Intoxication

Public drunkenness or lewdness within the Community is prohibited.

4. Alcoholic Beverages

The public consumption of alcoholic beverages on any of the Common Properties (except the clubhouse/ barbecue/picnic area) is prohibited except for Association-authorized events.

5. Guests/Renters

Guests and renters are required to observe all applicable rules and regulations. Cost for repairing any damage they cause reverts to the hosting property owner.

6. Fires

Unsupervised outside fires are prohibited. Fires must be watched and under control at all times. There must also be water available at the site.

7. Fireworks

Fireworks are specifically prohibited within the community unless written permission is granted by the Board of Directors

H. ADMINISTRATIVE CHARGES AND DEPOSITS

All administrative charges and deposits established below are payable to Woodledge Village Community Association in advance of the privilege granted. These charges are for the actual, direct costs to the Association to conduct the required review.

1. Tenants

If a person owns 2 houses in Woodledge Village, the one they do not live in is considered a rental property or spec house.

If a person owns a house in Woodledge that they do not reside in this will be considered a rental or spec house.

The owner of a rental home must register the tenant with the WVCA at least seven days in advance of occupancy by the tenant. An Administrative charge of \$500.00 must be paid annually by a property owner who rents to a tenant with or without an option to buy. A tenant is subject to the Rules and Regulations as promulgated by the Board of Directors as well as the Bylaws and Declaration of Restrictive Covenants and Conditions. Further, the landlord is required to submit a form to the Board of Directors which lists their tenants name, address, telephone number, number of vehicles, number of occupants and license plates for vehicles and vehicles owned by occupants. This will insure that emergency personal knows to contact tenants as well as, Board of Directors in the event of a Community Emergency. Failure to comply with such a Rule and Regulation would be treated as a fine. The owner of the property is responsible at all times for any actions of his guests and/or tenant. The only exception to the rental charge is if the tenants are immediately family **Any person other than an immediately family (Parents, grandparents, children/step children, grandchildren, sister /brother, and in-laws) will be considered a tenant. The owner will be responsible for the Five Hundred dollar (\$ 500.00) rental charge per year.**

2. Building Permits

There is an Administrative charge that must be paid by any Property Owner who wishes to build a New Dwelling, Extensions/Additions, Sheds, Garages, Decks, Enclosed Deck/Porch, Car Ports, Pier, Dock, Boathouse (extending from his/her lake front Property into the waters of the Lake in Woodledge Village) on his/her Property. This charge are for actual direct costs occurred by the Association for review required by the Covenants and Bylaws.

3. Houses Built or Purchased to Sell

An Administrative of (\$1000.00) One Thousand Dollars must be paid in advance by the Property Owner who wishes to sell (spec home), unless the property owner lives in the home for 12 months after the certificate of occupancy is issued by the Township for new built homes or from the date of purchased for homes already built.

4. Returned checks

A \$35.00 Administrative charge shall be charged on all returned checks.

5. Clubhouse

If the clubhouse is rented the night before your rental you will not be allowed to come in until the morning of your rental.

If there is a rental the next day after your rental you are responsible to have the clubhouse cleaned up the night of your rental.

a. An owner may reserve the *clubhouse for \$100.00, back deck for \$ 25.00 or barbecue area (including grill) for rental for the fee of \$ 50.00.

b. Clubhouse rental include the game room **but not the pool.**

c. A required deposit**of \$100.00 is due when reserved for clubhouse and a deposit of \$ 50.00 for Back Deck or Barbecue Area.

d. Property owners who rents the Clubhouse/Back Deck/ Barbecue must sign a Hold Harmless and Indemnification Agreement (Application Agreement)

*Reservations are to be made at the office where an application and Hold Harmless/Indemnification Agreement are issued for signature by the renter.

** Deposits are refundable in whole or in part after inspection. Renter is responsible for after-condition (cleanup, trash removal and any damage).

5. Resale Packet

Anyone who purchases property in Woodledge Village and does not receive a resale packet from the seller including the County must purchase one from the Community for \$ 50.00 plus \$ 10.00 if mailed. People selling their property privately or through a real estate must purchase a resale packet for the buyer.

V. ANNUAL FEES, DUES, ASSESSMENTS

1. Obligation of Owners

Pursuant to the Restrictive Covenants, there is hereby imposed upon every lot and lot owner, specific fees which include Dues & Care, Special Assessments, Capital Improvement and Other Charges. By virtue of ownership, each owner agrees to pay all such fees, assessments and charges when they become due and payable either in a flat sum amount or under a payment plan arranged agreed to by the parties involved. Such fees are to be used for the general upkeep, maintenance, managerial operation, and payment of taxes and insurance on the common properties and the general welfare of the Community. These fees are subject to increase upon approval in accordance with the By-Laws and Covenants

Dues - are due the 1st of July every year.

The current fee is \$ 200.00 per house and \$ 100.00 per lot

Care –Common Area Renewal Effort will be billed with the annual Dues are due the 1st of July if every year.

The current fee is \$ 86.50 per house and \$ 46.50 per lot.

This is to be indexed to the cost of living and change as needed.

Special Assessment - are due the 1st of October every year.

The current fee is \$ 150.00 per house and \$ 75.00 per lot.

Owners will be billed for the full Dues & Care/Special Assessment after six month that the building permit was issued. Unless there are mitigating circumstances over which the owner has no control. In this instance, the owner is required to file for an extension from the Building Committee citing the reason for the delay.

Capital Improvement one-time fee for all owners due at closing.

The current fee is \$ 415.00 per house and \$ 105.00 per lot.

2. Past due Accounts, Collection Agency, Liens

All fees imposed against each lot, together with interest, costs and of 25% of balance due if your account goes to our collection agency, thereof, shall be the personal obligation of the owner thereof and shall be a charge on the land and continuing lien upon the lot against which it is made or levied and shall take precedence over all unrecorded liens and all liens recorded subsequent to the due date of such fee.

3. Payment Plan

Property owners wishing to use a payment plan may make application at the WVCA office. Your Dues & Care plus Special Assessments are added together and then divided in 10 equal monthly payments. Owners on the payment plan are considered members in good standing as long as their monthly payments are made when due. Owners on a payment plan agree to make a specified payment every month. If a monthly payment is missed a \$ 50.00 late charge will be assessed plus finance charges.

If it is easier for you, you can submit 10 predated checks to be deposited each month.

4. Late Charges

In accordance with the provisions of the Restrictive Covenants, all unpaid delinquent accounts are subjected to a late charge. This late charge is hereby applicable to all overdue accounts after a 30-day grace period. Dues & Care not paid when due will be assessed a late charge of \$ 25.00 per parcel plus monthly finance charges. Special Assessment not paid when due will be assessed a late charge of \$ 25.00 per parcel plus monthly finance charges. Capital Improvement not paid when due will be assessed a late charge of \$ 50.00 per parcel plus monthly finance charges.

For those on a payment plan a \$50.00 fee is applicable only in the event of default, that is, where any single payment remains unpaid 30 days after the agreed payment date.

5. Attorney Charges/Collection Agency

A reasonable attorney charge is added to any delinquent account when legal action becomes necessary to bring the account current. In addition, a \$175.00 Administrative charge plus filing fees will also be added for actual, direct costs to the Association. If we have to turn your account into our Collection Agency your account will be assessed 25% of your balance and if litigation is necessary there will be an additional 10% of your balance assessed.

6. Membership Fees

As provided in paragraph 6(d) of the Restrictive Covenants, the Association may increase the annual membership fee subject to approval of not less than two-thirds of the membership. These fees may vary as to the different classes of members (i.e., homeowners and lot owners). Current annual membership fees are \$200 for homeowners and \$100 for lot owners.

7. Voting

At the meeting of the Association Annual Membership, all members shall have one (1) vote for each lot, provided the owner is member in good standing. If 2 people own the property there is only one (1) vote.

8. Powers of the Board

The affairs of the Association shall be governed and administered by the Board of Directors. In addition to and not in limitation of the powers granted the Board of Directors by law, they shall have the power to stop the services to any member who fails to pay the proper rates or the proper levy or assessment and to revoke the membership of such member. An individual Executive Board member is authorized to expend up to \$300.00 of Association funds with the verbal concurrence of the 2 other Board members, provided it applies to associated budgeted committee expense. Expenditures over \$300 require full Board approval.

This includes the Office Manager.

No one is allowed to contact the Community Attorney without expresses permission from the Board of Directors. Any person contacting the attorney without such permission shall be billed any time set forth on the Attorneys bill for service rendered.

9. Delinquent Accounts

Property owners with delinquent membership accounts for the current year and/or any prior year(s) shall have their membership rights suspended, their vote denied, their services stopped, and their membership revoked in accordance with the provisions of the Restrictive Covenants and the Association By-Laws, full rights and membership privileges to be restored to any Community Property Owner who brings his/her membership account(s) to paid-up status.

10. Due Dates

To maintain one's status as a member in good standing, all Dues & Care are payable by July 1st of the current fiscal year.

Special Assessments are payable October 1st of the current year.

Unless special arrangements for use of a deferred payment plan have been previously approved by the Board.

The WVCA fiscal year is established a beginning July 1st and ending June 30th of each year.

11. Complaint Procedure

Any member in good standing may file a complaint with the Board of Directors alleging violation of any rule or regulation. Any fine imposed by the Board of Directors shall be considered a proper levy and proper charge. Failure of an offender to pay the fine within 30 days of the Board's written notice to do so shall result in automatic suspension of privileges, denial of vote, secession of services and revocation of membership until the fine is paid in full. The following procedure applies:

- a. Complaints must be made in writing to any member of the Board or the office. Reference the specific violation being alleged, citing proof or evidence; sign and date the statement.
- b. The complaint is brought before the Board at its next regular meeting.
- c. Board of Directors investigates the complaint. Notify the alleged offender.
- d. Alleged Offender submits a written explanation to the Board, if so desired and/or appear to be heard at the meeting of the Board.
- e. Board of Directors determines by majority vote, whether it considers the complaint to be valid and if the alleged offender is subject to fine/penalty or whether it considers the complaint to be invalid and dismissible. Notify the alleged offender and the complainant in writing of the Board's decision, which is final and binding. Verbal complaints often involve matters that are outside the purview of the Association and therefore complainant should be in writing and signed by the complainant so that the Association will have verification of the complaint. Verbal complaints are allowed to be handled immediately when necessary and when involving the safety of the Community.

Direct that the receipt of any fine is to be deposited in the proper WVCA general account.

12. Fine Structure

The following fines and penalties are hereby established by the Board of Directors for violation of these Rules and Regulations. In addition, the owner shall be responsible for any and all costs associated with enforcement of these Rules/Regulations including, but not limited to, Court costs and reasonable Attorney's fee. The Board of Directors reserves the rights to change, modify, or delete any or all of the following fines and/or penalties or to add to such list of fines and/or penalties.

FINE

| | |
|---|---|
| Construction without proper permits | \$250.00 |
| Illegal or non-complying construction or improvement | Legal Action |
| Incomplete or delayed construction | \$200.00 |
| Failure to register tenant | \$100.00 |
| Overnight camping or temporary residence violation | \$ 50.00 |
| Commercial sign violation | \$ 50.00 |
| Dumping, disposal, or burning violation | \$ 50.00 |
| Trash container violation | \$ 50.00 |
| Accumulation or storage of trash | \$100 .00 |
| Tree cutting violation | \$100.00 per tree |
| Obstructed Property lines | \$ 50.00 |
| Careless or reckless driving including speeding | \$100.00 |
| Non-licensed/inspected/inoperative automobile violation | \$ 50.00 |
| No Flag on recreation vehicles | \$ 25.00 |
| Illegal hunting/ trapping/ firearm discharge: | |
| 1st Offense: \$100 | 2nd Offense: \$200 |
| | 3rd Offense: \$300 |
| Vandalism | up to \$1,000.00 |
| Non-Payment of Dues/Care-Special Assessments | Privileges suspended, voting denied, services stopped, membership revoked. |
| | \$25.00 + FC |
| Payment Plans unless the Board made an exception | \$50.00 + FC |
| Illegal open fires | \$100.00 |
| Public drunkenness and/or lewdness | \$50.00 |
| Pool, beach, boating or fishing violations, each | \$50.00 |

Fines for infractions which have no dollar amount is currently specified

in the Rules and Regulations may be levied up to \$ 500.00 by the Board of Directors for any violation that jeopardizes the health/safety/ or quality of life of Community members (use of air guns, fireworks or construction violations) and other things as they arise.

13. Notification

These RULES AND REGULATIONS, and the FINE STRUCTURE by a motion of the Board of Directors made at their May 6, 2017 meeting that all Home owners will receive a copy with their June 1, 2017 Annual Dues & Care billing. For all lot owners they will be available at the office during regulated scheduled hours for distribution. They will also be posted on Woodledge Village Community website www.woodledgevillage.com after adoption by the Board of Directors along with all of the new Applications and permits.

Approved and adopted by WVCA Board of Directors on

Revised 5/96

Revised 4/99

Revised 05/06/2017

These are the only Rules & Regulations that are in effect.