

Woodlands at Greystone

Rules and Regulations

INTRODUCTION

Rules and Regulations

The purpose of this handbook is to serve as a convenient guide for members of the Association, residents, and their guests. The Association rules, use restrictions and architectural guidelines have been established to ensure and maintain the quality of life and protect property values in the Woodlands at Greystone Community.

Your primary responsibilities to your neighbors are, 1.) To become familiar with the contents of this handbook, 2.) To adhere to all provisions, and 3.) To see that your family and guests do the same. No rules can ever take the place of courtesy and consideration of one's neighbors. Your cooperation and assistance are appreciated.

The Rules, regulations, restrictions, and guidelines contained herein are duly promulgated by the Board of Directors as authorized in the Bylaws. These statements are in conjunction and in compliance with the Association's Declaration of Covenants. The Association's Declaration and Bylaws govern the Association and are important documents. If you have not reviewed them, please take the time to review as they contain important information regarding the Association including, but not limited to (i) the Building and Use Restrictions and Architectural Review procedures in Article 7 of the Declaration, and (ii) the rights and obligations pertaining to the Woodlands at Greystone's qualifying as an "Age 55 or Older Housing Community" in Section 10.1 and Exhibit "J" as set forth in the Second Amendment to the Declaration. The Board of Directors reserves the right to enforce any and all provisions as stipulated in the Declaration, Bylaws or these Rules and Regulations.

Nothing herein is intended to supersede the laws and regulations promulgated by the Commonwealth of Pennsylvania, Chester County, and West Goshen Township. In those situations, where an additional approval and authorization is required, it is the Homeowners' responsibility to obtain both. It is important to note that, Homeowner must obtain written approval from the Association for any exterior modification prior to going to West Goshen Township in the event your project requires a Township permit.

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1. Antennas and Satellite Dishes

In compliance with the Federal Communications Commission (FCC) Regulations regarding antennas, and what a community association is and is not permitted to do to regulate antennas under the Over-The-Air-Reception-Devices (OTARD) Rule implementing Section 207 of the Telecommunications Act of 1996, the Board of Directors for Woodlands at Greystone has approved the following guidelines for installation of Satellite Receiving Dishes/Antennas.

None of the guidelines are intended to impair Direct Broadcast Satellite (DBS) antennas that are less than 1 meter (39.4") in diameter, television broadcast or Multi-Point Distribution Services (MDS) antennas that are less than 1 meter (39.4") in diameter and required masts by, a) preventing or unreasonably delaying the installation maintenance or use; b) unreasonably increasing the cost of antenna installation, maintenance or use; c) precluding the reception of acceptable quality signals.

- A. The satellite dish may not exceed 1 meter in diameter, (39.4").
- B. Dish cannot be installed on common ground.
- C. Preferred recommended locations:
 - a. Inside the attic of the Unit.
 - b. Rear roof of Unit within two (2) feet of the roof soffit, as to not be visible from the front of the unit.
 - c. Within landscaped beds at the rear of the Unit.
- D. To prevent safety problems, every effort must be made to conceal all wiring utilizing existing channels in the house trim. Where the wire is exposed, it should be white or match the color of the siding/trim.
- E. The satellite dish must be for the Owner's personal use, not for commercial use.
- F. If the FCC or other applicable Federal regulations change, the Association has the right to require the Homeowner to remove/relocate the satellite dish at the Owner's expense.
- G. The Association may require indemnification against damage to common areas or other resident's property that may result from the installation of an antenna.
- H. The Association may restrict any antenna installation that creates a safety hazard.
- I. The installation of a satellite dish should be preceded by the completion of an Exterior Alteration Request as specified in Section 7.18 of the Declaration, as notification of installation to ensure compliance with Section 7.5 of the Declaration and these Rules. Any damage to the Common Element from an existing or new installation is the responsibility and expense of the Unit Owner.

2. Solar Panels of any kind are not allowed in Woodlands Active Adult Community at this time.

3. Awnings (Retractable)

Retractable awnings may be installed by a licensed and insured contractor, following receipt of written approval by the Board of Directors via an Exterior Alteration Request form and under the following specifications:

- A. May only be placed in the rear of the home over decks or patios and must be harmonious in color to the home, retractable in design and operation, with no support posts (permanent or temporary) and made of fabric.
- B. The wall brackets must be installed in such a way to avoid compressing the vinyl siding.
- C. No roof mount awnings will be permitted.
- D. No monogram is permitted.
- E. The outside edge of the hood cannot be placed beyond the outside edge of the deck railing.
- F. The projection of the awning cannot extend more than one foot beyond the front edge of the deck.
- G. Motorized retractable units are permitted at the Homeowner's option. However, the Homeowner must follow the Township's ordinances, obtain a permit, if required, and use a licensed electrician. A copy of the contractor's Certificate of Insurance (COI) must be provided to the Management Company in advanced to the installation.
- H. An awning may only be installed if it is retractable.

4. Basketball Hoops and Other Play Equipment

- A. No permanent basketball hoops, backboards, or playground equipment of any kind are permitted. Portable equipment may be used between the hours of 8AM and dusk and must be taken inside when done using. **Large party rentals such as a bounce house or a water slide, etc., are not permitted in the Common Area.**
- B. Skateboarding on walkways is not permitted.
- C. Ramps for use with skateboards, bicycles, etc. are strictly prohibited.

5. Clotheslines

- A. No temporary or permanent clothes lines, clothes drying rack or similar structure shall be permitted, nor shall the Owners or occupants of any Dwelling dry or hang clothes, linens, sheets, towels, or other similar items outside for any purpose whatsoever.

6. Decks

- A. Owners constructing decks must receive written approval from the Board of Directors via an Exterior Alteration Request prior and obtain a Township permit prior to any work commencing. The contractor must be licensed and insured. Written approval from the Association must be granted prior to Homeowner contacting Township for permit. A structural roof, not a flat roof, may be installed over the deck with approval from the Board of Directors and the Township. **Township zoning rules prohibit roofs within 60 feet of the home behind them. The HOA will not support a variance request to the Township.** Written approval from the Association must be granted prior to Homeowner contacting Township for permit.
- B. Decks may be constructed of PVC material or Trex-like material. Pressure treated wood is not acceptable.
- C. Railing must be white vinyl.
- D. **Skirting on the side of decks to hide the under-deck area must be white.**
- E. All stains and paint colors must be approved by the Board of Directors and must be compatible in color to the house siding and trim.
- F. The storage of personal items on decks, patios, and porches is limited to deck furniture, barbecues, and plants. Any other items, including bicycles, children's play equipment, etc. must be stored inside the Owners Unit when not in use.

7. Exterior Alterations

- A. No exterior change of any kind may be made to the building, Common Elements, or Limited Common Elements without the prior written approval from the Board of Directors via an Exterior Alteration Request, as set forth in Section 7.18 of the Declaration.
 - a. **Handrails for the front porch entry are only allowed on one side unless double railing is required for mobility of physical safety concerns and a doctor's note is provided.**
 - b. **Handrails must be black or white.**
 - c. **Railing is permissible on the side but not the front of the front porch.**
- B. Any repairs or replacement must be in the original mode or similar and compatible with other components; siding, trim, colors, doors, roofs, or windows unless approved by the Board of Directors via an Exterior Alteration Request.
- C. **Any project requiring a permit from West Goshen Township must be performed by a licensed and insured contractor with a valid certificate of insurance.**

8. Exterior Decorations (Everyday)

- A. **Statues, sculptures, bird baths, replicas, and U.S. or decorative flags are permitted only in the front gardens, on the front porch, or affixed to the columns of the front porch. Statues, bird baths, and replicas can only present 12-18" of visibility from the street view either on the porch or within and behind front garden vegetation.** Signs are never permitted to be displayed without written

approval from the Board of Directors. The Board of Directors will determine if any display is excessive and may require its removal.

- B. Flagpoles that are mounted in the ground are no longer permitted. Those flagpoles that have been grandfathered may only fly the American flag which may include an American military insignia or the POW/MIA flag below it.
- C. A flag bracket that is attached to the front **or rear** of the home (one only) may only fly the American flag, a decorative flag (e.g., garden flag), or a sports team flag. Political flags of any size or type are never permitted. Flag brackets include the type that are pushed into the front mulch bed.
- D. No items are to be attached to any exterior surface of the building (except otherwise stated).

9. Exterior Lighting

- A. No prior approval is required if the following conditions are met;
 - i. Low-voltage path lighting is permitted.
 - ii. Low-voltage path lighting must be located in the mulch beds so as not to impede regular lawn mowing services. Low-voltage is defined as electrical power that is transformed from 120 volts (standard voltage) and reduced to 12 volts or lower. Solar powered lights would be considered acceptable.
- B. All additional lighting is prohibited from use on all exterior areas of a home to include: patios, decks, railings, trees, awnings, pergolas, arbors, etc. without prior written approval from the Board of Directors.
 - a. **Floodlights in the rear of the home must point towards the ground and cannot exceed 1250 lumens.**
 - b. **Post lamps in the rear of the home sockets cannot exceed 75" from the ground and cannot exceed 1250 lumens.**
- C. Security lighting
 - iii. No security lighting shall be installed on any Unit without prior written approval from the Board of Directors.
 - iv. Security lighting must be installed in a manner such that it does not illuminate an adjacent Unit.

10. Firearms

- A. Carrying and (or) use of firearms and similar weapons, including BB guns, pellet guns, paint ball guns, and bow-and-arrows is strictly prohibited except as permitted by State Law.

11. Flammable Storage

- A. No tank for storage of gas or flammable liquids may be maintained on any unit except for a tank for propane (maximum amount being a 20-pound tank) for a gas grill.
- B. Grills are to be stored on decks or patios and must be covered when not in use.

12. Front and Garage Doors

- A. Front and garage doors are to be maintained by the Unit Owner. When the doors need to be replaced, an Exterior Alteration Request must be submitted to the Board of Directors for approval.
 - a. **Front door and shutter colors can be changed but only to colors used by NV Homes for the community.**

13. Holiday Decorations

- A. Winter Holiday decorations are permitted to be installed from November 15th to January 15th, only.
- B. Winter Holiday decorations are limited to the following:
 - i. Lighting attached to the house, in windows, or on shrubs and trees. Other decorations within the limited common facility as appropriate.
 - ii. Common Area lighting will be approved at the discretion of the Board of Directors.
- C. Approved Holiday decorations, at the Board's discretion, can be displayed for no more than (1) week before and one (1) week after the specific Holiday.

14. Hose Reels

- A. Hoses must be contained in a freestanding or attached hose reel or decorative freestanding hose containers when the hose is not in use.
- B. Hoses may not be hung off the hose bib (faucet) as a storage method. A hose bracket or hose reel must be used.

15. Generators

- A. Generators are permitted to be installed with approval from the Board of Directors via Exterior Alteration Request.
- B. Generators are to be installed in the rear of home **in the Limited Common Element** and, except for generators installed under the rear deck, they must be screened from view with perennial (evergreen) landscaping. The exterior alteration request must specify the type of landscaping to be installed.
- C. Generators may not be connected to the gas main and must be connected to individual underground propane tank. Must be professionally installed by a licensed and insured contractor.
- D. Installation must be completed by a licensed and insured contractor and must be implemented by (i) installation of an individual 500-gallon (or smaller) propane tank at the rear of the Lot or limited common area, and (ii) licensed contractor to place the gas and/or electric lines to the home.

16. Landscaping

- A. All Unit Owners are responsible to water landscaped areas including shrubs, trees, and grass (when permissible by County & State water conservation authorities) within the area delineated by the Unit's plot plan.
- B. Homeowners are permitted to plant annual flowers in the existing front planting beds and side beds where applicable.
- C. **Vegetables shall not be grown in any front or side yard of an Owner's lot.** In the rear yard, vegetable gardens shall be confined to the limited common element as shown on the plot plan and require written approval from the Board of Directors via an Exterior Alteration Request.
- D. Additions or changes to the landscape original plan at the front of the home must be requested by an ARC request and be approved by the Board of Directors.
- E. All bed and tree installation in the Unit's perimeter must be approved by the Board of Directors before installation. Such beds may be no wider than 4 feet and are to be maintained and weeded by the Unit Owner. Perimeter means the area outward from the exterior walls of your Unit, patio, or deck.
- F. Unit Owners are responsible for maintaining all items planted on their lot in a neat and attractive manner including planters and baskets. All dead material must be removed and/or replaced in a timely manner.
- G. All beds must be mulched and mulch must be dark brown or black in color and maintained, weeded, mulch refreshed, and dead plants replaced as needed. Beds and plantings cannot be placed in the "swale" which is in the mid-line between lots, along the side of houses and used for water run-off. If an owner is using a landscape contractor to maintain/improve their landscape beds, a copy of the certificate of insurance must be provided via the ARC request process.
- H. All tree and shrub replacements on a Unit Owner's lot shall be at the expense of the Unit Owner.
- I. Any tree removed for any reason from a Unit Owner's front lot must be replaced. If removal occurs in the summer, said tree must be replaced in the fall and if removal occurs in the winter, said tree must be replaced in the spring. The replacement tree must be a minimum of 2" caliper and at least 5' in height.
- J. The Woodlands at Greystone Active Adult Community Association, Inc., is not responsible for any homeowner unit landscaping replacements. No owner may install any landscaping within the common area without approval from the Board of Directors. Any trees that are approved for planting will be homeowner's responsibility to maintain.
 - a. **The HOA will NOT approve landscaping in the Common Area for homes that back up to other homes.**
 - b. **For homes that back up to Aram Ave or areas without a home behind them the HOA will consider approval if the following conditions are met:**
 - i. **They must follow the township ordinances. They cannot be installed in certain areas e.g. easement, swales, wetlands**

- ii. The trees must be of a type that the deer or other animals don't want to eat i.e. pine, certain species of arborvitaes, etc.
- iii. The Association will not be responsible for maintaining these trees as it will be homeowners' responsibility.
- iv. The homeowner is responsible for the initial cost and all future maintenance.
- v. If the tree dies, it is up to the homeowner to replace it or remove it.
- vi. Tree trunk must be at least 2" in diameter

17. Outbuildings

In addition to the restrictions set forth in Section 7.11 of the Declaration:

- A. No tent, utility shed, shack, trailer, outhouse, doghouse, pet pen or other structures of a temporary or permanent nature shall be placed upon a Unit lot or on any part of the Property without the approval of the Board of Directors.
- B. A temporary "party" tent may be permitted with prior written approval by the Board of Directors, for a period of 48 hours, provided the Homeowner signs a document releasing the Community Association from all responsibility. Any damage caused by said "party" tent is the Unit Owners responsibility to repair.

18. Parking, Streets, Gates

In addition to the restrictions set forth in Section 7.8 of the Declaration:

- A. The speed limit within the community is 25 mph.
- B. Sidewalks, driveways, fire hydrants and stop signs are **NOT** to be blocked by any vehicle. **VIOLATORS MAY BE TOWED.**
- C. Parking on the grass is prohibited. **VIOLATORS MAY BE TOWED.**
- D. **Street parking in Woodlands is per the Township ordinance and the Conditional Use Approval.** *The Township of West Goshen ordinance states there must be 20 feet clearance on streets for emergency vehicle access. The streets in the Woodlands are 24ft, therefore street parking is prohibited. The Conditional Use Approval states: On-street parking shall be prohibited in the Adult Community. Off-street parking spaces shall be provided as depicted on the Conditional Use Plans. A copy of the CUA is on file with Woodlands Management.*
- E. Residents and their guests should utilize their four parking spaces, two in their garage and two in their driveway. If more parking spaces are needed, then utilize overflow and clubhouse spaces.
- F. If the management company cannot identify the owner of a vehicle, where residents have been advised they cannot park in overflow and/or clubhouse parking, due to a community wide occurrence, (i.e. snow removal, street paving etc.). **THE VEHICLE WILL BE TOWED.**
- G. Vendor vehicles **MUST NOT** park in overflow parking spaces without prior HOA approval. Due to potential damage that will be the HOA responsibility to repair. Vendor vehicles can park in the homeowner's driveway. According to the township ordinance, HOA is not allowed to grant approval for parking in the street and If a

vendor parks in the street, it's suggested to make sure someone is available to move the vehicle if necessary. Do not block driveways, sidewalks, fire hydrants and stop signs. **NO OVERNIGHT STREET PARKING** at any time, this includes vendor vehicles and/or trailers. **NO DOUBLE-PARKING**

- H. Only approved vehicles may be parked on the UNIT driveway. An approved vehicle is defined as any conventional passenger vehicle, truck, or commercial vehicle that can fit in driveway space without blocking the sidewalk.
- I. All vehicles must have a current state registration to park on or about the property of the Woodlands.
- J. No recreational vehicles, motorhomes, boats, trailers, or camper trucks shall be permitted to park in the Woodlands. *Exception: A homeowner may park these vehicles if they fit entirely in their garage or driveway without blocking the sidewalk for up to 24 hours or longer with prior HOA approval.*
- K. Storage and moving pods up to 12ft may be placed in homeowner's driveway for up to 7 days with prior HOA management approval.

Parking Violation Fee Schedule
(Noncompliance with Rules & Regulations)

- **First Offense – Courtesy Notification**
- **Second Offense - \$25.00 Fine**
- **Third Offense - \$50.00 Fine**
- **Fourth & Subsequent Offenses - \$100.00 Fine / Possible Towing***

***Towing – will be at the owner's expense**

19. Patios

- a. Patios may be installed at the rear of the home within that unit's specified Limited Common Area with an Exterior Alteration Requested approved by the Board of Directors.
 - i. **The EAR submission is to include:**
 - 1. **The plot plan for the home marked up with where the patio will be located.**
 - 2. **Design with type of material being used.**
 - 3. **Photo or rendering of planned patio.**
 - 4. **Vendor/contractor certificate of insurance with the association and management name noted in the certificate holder box.**
 - 5. **If any lighting is included, it must be declared and comply with Section 9.**
 - 6. **The highest point of a wall surrounding a patio cannot exceed 4 feet from the base of the patio.**
 - 7. **Only propane fueled fire pits are permissible and the fire pit must be located at least 10' from the living space.**

- a. **If the owner is having their plumber tap the existing gas line at the Greenleaf meter or the gas line leading to the meter, they need Greenleaf approval.**
 - b. **If the owner is having their certified plumber tie-in to the gas from a stub out of the rear of the House that NV installed with the house, then they do not need Greenleaf Propane approval.**
- b. Each Owner is responsible for the maintenance and upkeep of their patio and the repair of any lawn area damaged during the installation process.
- c. The storage of personal items on decks, patios, and porches is limited to deck furniture, barbecues, and plants. Any other items, including bicycles, children's play equipment, etc. must be stored inside the Owners Unit when not in use.
- d. A freestanding framed roof (e.g., pergola) may be installed over the patio with prior written approval from the Board of Directors via Exterior Alteration Request and Township approval, if required. Written approval must be granted prior to Homeowner contacting Township for permit.

20. Pet Control

In addition to the restrictions set forth in Section 7.6 of the Declaration:

- a. Pets must be leashed at all times, kept under control and attended by a responsible person. Owners are permitted to install a "non-visible containment system" on their property to contain pets with prior written approval from the Board of Directors via External Alteration Request. If a major issue occurs with any pet, the Board of Directors has the right to have the pet removed. See Section 28a for more information.
- b. Pets may be walked on a leash on the sidewalk or in the street.
- c. All solid pet waste must be immediately picked up, bagged, and disposed of in Owner's trash. This includes Unit Owner's use of Common yard area to the rear of their home as well as all other Common areas.
- d. Unit Owners are not permitted to allow their pet to roam or soil on areas surrounding another Unit Owner's home or in the Common Areas.
- e. Unit Owners are responsible for any property damage including grass areas, injury, or disturbance caused by their pet(s) belonging to themselves, lessees, or guest.
- f. Pets may be tethered while in the presence of the Unit Owner with the length of the tether being no longer than 5 feet short of the sidewalk. No pets may be tethered to any part of any Unit or lot such as, buildings, trees, lawns, deck supports or ground stakes while unattended.
- g. Free roaming animals should be reported to Animal Control.
- h. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property, except dogs, cats, or other usual and common household pets not to exceed totals set forth in Section 7.6 of the Declaration may be permitted in a Unit.

21. Pools

- a. No pools or ponds are permitted.
- b. Hot tubs are permitted if built into the deck with prior written approval from the Board of Directors via Exterior Alteration Request.
 - i. **The NV built decks cannot support a hot tub. By built in deck it envisions a hole in the deck with proper support. Hot Tubs are permitted on patios, with HOA approval.**
- c. A Township permit, if required, must be obtained by Owner and a copy shall be sent to the Management Company for their records. Written approval must be granted by the Association prior to Homeowner contacting the Township for a permit.

22. Signs

- a. No signs (including political or civic), advertising or window display shall be maintained or permitted on any part of the Property except for a small non-illuminated security sign. (See for Sale and for Rent signs below)

23. Storm Doors

- a. A full view **interchangeable or full view retractable** storm door will be permitted on front and rear doors with prior written approval from the Board of Directors via Exterior Alteration Request.

24. Window Air Conditioners

- a. **No window air conditioners shall be installed in any Unit.** Installation of a split unit air conditioner unit will require an approved alteration request.

25. Trash Maintenance

- a. Trash is not to be stored or disposed of on any Association Property, limited Common Elements, or Controlled Facilities.
- b. Trash and recycling receptacles shall be stored within the confines of the buildings on the Unit.
- c. Trash and recycling receptacles (totes) are not to be stored or kept outside on any day except for trash/recycling collection days.
- d. Trash is to be placed at the curb for collection no earlier than one day prior to the day of collection and shall be in trash bags secured and placed inside of the trash receptacle. Recyclables shall be secured and placed inside of the recycling receptacle. Excess recyclables may be placed in clear recycling bags and placed on the ground next to the recycle tote. Cardboard boxes are to be broken down and placed inside of the recycling receptacle.
- e. Require removing of the cans from the curbside per section (b) above no later than one day following the day of collection.

- f. Bulk trash pick-up is on the 4th Tuesday of every month and only one item is allowed to be placed out. Please review your bulk pick-up item list before placing anything out and contact the property management office if you have any questions.

26. Vehicles

In addition to the restrictions set forth in Section 7.8 of the Declaration and Section 18 of this document:

- a. No inoperable or other vehicle on which current registration plates and inspection stickers are not displayed shall be stored or parked on the property.
- b. No Unit Owner shall conduct any major repairs or restorations of any motor vehicle upon any portion of the property or street.
- c. All vehicles must be currently licensed, registered, inspected, and in operating condition.
- d. Trucks and vans are permitted to be parked on a temporary basis on the property in connection with minor repair, maintenance, or replacement or work being performed for any Owner or the Association.
- e. Motor-driven recreational vehicles of any kind, including golf carts, motorbikes, ATV's, and snowmobiles are strictly prohibited with the exception of licensed/registered vehicles which shall be operated solely upon the streets for ingress and egress purposes only.

27. Firewood

- a. As the Builder does not offer wood-burning fireplaces for the homes to be constructed, storage of firewood outside of the Unit is not permitted.

28. Fences

- a. No fences shall be permitted on any of the lots, except that a "non-visible containment system" for a pet may be installed if approved in writing by the Board of Directors via Exterior Alteration Request. The approval of a "non-visible containment system" for a pet shall be in the sole discretion of the Board of Directors and shall be reviewed on a case-by-case basis. The Owner, after such installation, remains responsible for controlling the animal(s), said fence, and the Board of Directors retains the right to revoke such approval should an owner fail to control the animal(s). The following conditions apply for a "non-visible containment system":
 - i. The containment area cannot go outside the Limited Common Element of the property.
 - ii. The containment system must be removed if the home is sold.
 - iii. The containment system must be removed if the Board of Directors determines the pet(s) are aggressive.
 - iv. The containment system must be removed if the pet(s) gets out of the containment area.

- b. Damage to any approved fence that may be caused by any contractor hired by the Association including the Landscape Company, will be the Unit Owners responsibility and expense to make any necessary repairs.
- c. Fences shall be defined as, but not limited to, man-made materials, wood, trees, or plants.

29. Snow and Ice Removal

- a. Snow will be removed from all walkways, driveways, and roadways by the Association after two (2) inches of snow has accumulated.
- b. Ice will be remediated as determined by circumstances on the ground, including air temperatures, surface conditions and weather forecast.
- c. Rock salt will be used for roadways and calcium pellets will be used for sidewalks and driveways.

30. Rules and Regulations – Revisions

- a. The Rules and Regulations, not to conflict with the provisions of the Association's Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors, subject to the right of the Association to change such Rules and Regulation. Copies of the then current Rules and Regulations and any Amendments thereto shall be furnished to all Unit Owners by the Board of Directors **promptly after the adoption of such Rules and Regulations or any Amendments**. In the event of any conflict between the Declaration and the Rules, the Declaration shall prevail.

31. Leasing of Units

Leasing is permitted under the following conditions, in addition to the restrictions set forth in Section 7.20 of the Declaration:

- A. Any Unit Owner leasing their Unit must submit to the Management Company immediately upon leasing their Unit a copy of the Lease Agreement, the Tenant Information form and Lease Addendum, included with these Rules and Regulations.
- B. No transient tenants may be accommodated in any Unit.
- C. No lease shall be for less than one whole Unit.
- D. The initial term of the lease must be for no less than one (1) year (twelve (12) calendar months).
- E. Each lease shall be in writing and shall provide the terms of the lease.
- F. Each Tenant shall be subject in all respects to the provision of the Act, the Declaration, the Bylaws, and the Rules and Regulations of the Woodlands at Greystone Association including, but not limited to the "55 and Over Housing Policy" requirements set forth in Exhibit "J" appended to the Second Amendment to the Declaration. Failure by the lessee to comply with the terms of such documents shall be an event of default under the Lease. The Association shall be a third-party beneficiary of such covenants in any Lease and shall have the right to enforce them.

- G. A Unit Owner shall not engage in the leasing of their Unit except after having lessee execute a lease which contains the following provisions:
- a. "Lessee hereby agrees to be bound by all terms and conditions contained in the Associations Declaration, Bylaws, and Rules and Regulations of the Association as the same shall apply to the Unit lease hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit owner for all the liabilities and for the performance of all the obligations applicable to the Unit Owner under the Planned Community Act, the Associations Governing Documents, or otherwise during the term of the lease. Lessee further agrees that they shall not sublet or assign this lease except with the approval and consent of the lessor."
 - b. Copies of all leases must be provided to the Associations Management Company for their records.
 - c. Until 80% of the units are settled and occupied, the minimum age for a lessee shall be 55. Once the 80% threshold has been reached, the minimum age shall be 40.
 - d. The Owner of each Unit is responsible for the actions of their tenant and will be held liable for any violations of the Associations Governing Documents or any damage to the Associations property caused by their tenant.
 - e. Deposit with the Board of Directors the sum of \$500.00 as a security for compliance by the tenant with the Declaration and the Rules and Regulations of the Community, which sum, less any amounts deducted for violations by the tenant of the Declaration or the Rules and Regulations shall be returned to the Unit Owner when the Unit is no longer leased. A non-refundable check in the amount of \$250.00 is to be paid annually by January 1 or within thirty (30) days of a newly established lease to cover the administrative cost of the Association.

32. Sale of Units

In addition to the requirements of Section 10.1 of the Declaration ("Age Qualified Community") and Exhibit "J" as appended to the Second Amendment to the Declaration:

- a. No sign, banner, billboard or advertisement of any kind, **including, without limitation any real estate "for sale", "for rent" or other signs of any type or size**, shall be displayed on any Unit (including any part of the Dwelling visible from the outside, such as a window) at any time during which Declarant owns at least one (1) Unit. Section 5407 of the Pennsylvania Planned Community Act requires that all sellers provide purchasers with a Resale Certificate and package, within 10 days after signing a purchase and sale agreement. This package includes the Declaration, Bylaws, Rules and Regulations, Budget, Audit (if completed), all Association forms and a certificate outlining the required Association disclosures. You must order this package through the Association's Management Company immediately upon signing the purchase and sale agreement. The cost of this package is borne by current Unit Owner.

33. Unit Owner (s), Permanent Resident (s) and Guest (s)

- a. Unit owner (s) are considered the primary owners that hold the deed of the home and are considered to be a primary resident and as such are required to review all legal documents that were presented at settlement. All unit owner (s) and permanent resident (s) are required to adhere to all rules stated in the Declaration, By Laws and Rules and Regulations approved by Woodlands at Greystone Community Association, Inc., including any guest (s).
- b. Permanent residents are considered anyone age 19 and older that reside in the unit owner (s) home more than thirty (30) consecutive days and will be required to adhere to all governing laws which include rules and regulations, to include any guest (s).
- c. Guest (s) of any age are only allowed to visit for no more than 21 consecutive calendar days within a year and are only allowed use of facilities when accompanied by a unit owner (s) or permanent resident (s). A liability waiver will be required by all guest (s) 19 and older and adults 19 and older will sign for children 18 and under. Guest (s) are not permitted to use the fitness center at any time.

34. Reporting/Violation Procedures

- a. Violations must be reported in writing to the Management Company. The letter should state the violation and address of the violator along with the time and date of the violation. If reporting a vehicle violation, the make, model, color, and license plate number must be included. **All information is kept confidential unless a hearing is requested by the accused.**
- b. A member of the Board of Directors, an authorized Committee Member, or a representative of the Management Company shall investigate the complaint to determine whether a violation has occurred and if a follow-up action is required.
- c. All violations and fine letters will be sent according to the attached Fine and Late Fee Structure.
- d. Unit Owners have the right to discuss violations and follow-up course of action with member(s) or representative(s) of the Board of Directors in order to determine if a violation occurred and the next course of action. **It is the responsibility of the Unit Owner to contact the Board of Directors via the Management Company within ten business days to request a hearing if they wish to discuss a violation. If the accused should request a hearing, the compliant must attend the hearing as a witness or the violation shall be dismissed.**

35. Fines and Penalties (See attached Fine and Late Fee Structure)

- a. If a Unit Owner/Resident does not comply with the notices sent, the Board of Directors may impose fines to the Unit Owner's account. Depending upon the seriousness of the violation, the fine could be enacted for each incident or fine may be levied for each day the violation remains uncorrected. The Board of Directors has the full authority to establish the dollar amounts of fines or other penalties.

36. Pet Fines (See attached Fine and Late Fee Structure)

- a. If a Unit Owner, Lessee, or Guest does not comply with the pet/animal regulations, a written notice will be sent. If the pet/animal violation occurs a second time, a fine of \$25.00 will be imposed. For the third offense, the fine will increase to \$50.00, and for the fourth and subsequent occurrences a \$100.00 fine will be imposed.
- b. If the violation continues, the Board of Directors reserves the right to meet the Unit Owner to discuss the offenses and how to resolve the matter. The Board of Directors reserves the right after such meeting to take whatever action is necessary to maintain the property and to invoice the Unit Owner for services rendered (i.e. paying someone to cleanup feces, replace landscaping, trees, and grassy areas destroyed by pet/animal).

37. Noncompliance

- a. In the event that a Unit Owner/Resident does not comply with the violation notice or does not pay the fines assessed by the Association, the Board of Directors may file legal action against the Owner for collection of the fines and compliance with the Associations regulations. Any expense associated with legal action, including court fees, attorney fees, etc. which may be incurred by the Association shall be added to the complaint and become the responsibility of the Unit Owner to pay.
- b. When a judgment is awarded, the Board of Directors may place a lien on the amount of the judgment against the Unit Owner's property.

Lease Addendum for Woodlands at Greystone

PREMISES: _____

LESSOR: _____

LESSEE: _____

DATE OF LEASE: _____

Notwithstanding anything to the contrary contained in the lease, LESSOR and LESSEE further agree as follows:

1. Association Documents LESSEE hereby agrees to be bound by all of the terms and conditions contained in the Declaration, By-Laws and Rules and Regulations ("Association Documents") of the **Woodlands at Greystone Association** as shall apply to the demised premises, and, LESSEE shall comply with and abide by the terms and conditions of the Association Documents, except that LESSEE shall not be liable for payments for regular common expense assessments.
2. LESSEE hereby acknowledges receipt of the Association Rules and Regulations.
3. It is expressly understood that LESSOR shall not be released from any responsibility for payment of all charges and assessments levied by the Association and for noncompliance with all terms and conditions of the Association Documents including those relating to or restricting the use of the Premises and imposing penalties of violations of such use restrictions. Provided that, if LESSEE fails to comply with the terms and conditions of the Association Documents, aforesaid, or if LESSEE, its employees, servants, guests or licensees damage any portion of the COMMON ELEMENTS of the Condominium.

LESSEE shall be responsible to pay or to reimburse LESSOR for any assessments made by the Board in connection therewith, and LESSEE hereby indemnifies LESSOR from and against all liabilities, costs and expenses incurred by LESSOR arising from or in connection with any violation of the Association Documents or by any such damage to the association.
4. LESSEE shall not have the right to make any alterations or improvements to the demised premises without the prior written consent of the LESSOR and the Association's Board.
5. The Tenant shall use the dwelling Unit solely as a private dwelling for the Tenant and members of the Tenant's household as identified in this lease ("authorized occupancy"), and shall not use or permit use of the dwelling Unit for other purpose.

6. Ten days after the Lease is executed, a copy shall be forwarded to the Management Office.
7. **Lessor and Lessee acknowledge that the Units within the Woodlands at Greystone Community are intended for the housing of persons 55 years of age or older.**
8. **Lessee certifies that at least one of the Lessee/Occupants of the dwelling is 40 years of age or older, being ____ years of age.**
9. **Lessor and Lessee acknowledge that failure to comply with the “55 and Older Housing Policy” appended to the Second Amendment to the Declaration as Exhibit “J” shall constitute a default under the Lease, enforceable by the Executive Board of the Association.**

WITNESS: _____

LESSEE

LESSEE

WITNESS: _____

LESSOR

LESSOR

Woodlands at Greystone Community Association Inc.
Owner/Rental Lessee Information form

Dear Homeowners:

IT IS IMPORTANT THAT WE HAVE AS MUCH CONTACT INFORMATION FOR YOU AS POSSIBLE, IN THE EVENT OF AN EMERGENCY AND TO RECEIVE YOUR VEHICLE TRANSPONDER (s). PLEASE COMPLETE THIS FORM AND FORWARD BACK TO DANELLA REALTY & MANAGEMENT. THIS INFORMATION IS REQUIRED IN ORDER TO KEEP OUR RECORDS UPDATED.

☐ By checking this box, you are declining to share your email and phone number with other residents in the Community Directory. This election may be changed at any time by contacting the management office.

UNIT OWNER INFORMATION

Unit Owner Name(s) _____

Unit Address, City, State, Zip _____

Home Telephone # _____

Work Telephone # _____ Cell Telephone # _____

Work Telephone # _____ Cell Telephone # _____

Email address _____ Email address _____

Mailing Address if different than Unit Address: _____

—

Occupant(s) other than owner(s) but not tenant(s)

1. _____ Is this person a permanent resident? Y / N

2. _____ Is this person a permanent resident? Y / N

3. _____ Is this person a permanent resident? Y / N

4. _____ Is this person a permanent resident? Y / N

In case of an emergency, contact name & telephone # (Emergency contact should have a key to your unit.)

AUTOMOBILE INFORMATION (Automobiles that are parked within the community at the Unit)			
Make _____	Model _____	Color _____	License # _____
Make _____	Model _____	Color _____	License # _____
Make _____	Model _____	Color _____	License # _____
Make _____	Model _____	Color _____	License # _____

PET INFORMATION (Do not include aquarium fish or caged birds). Only two pets permitted			
Species _____	Color _____	Gender _____	Name _____
Species _____	Color _____	Gender _____	Name _____

Woodlands at Greystone Community Association Inc.

c/o Danella Realty & Management Co.

1150 Sculthorpe Drive (Clubhouse)

West Chester, PA 19380

Phone (610) 567-1455

Email HOA Manager at:

sreeves@danellarealty.com (Preferred)

Responsibility Chart

Service	Homeowner	Association	RLD/NV
Landscaping			
* Mowing of Yards		X	
* Fertilizations		X	
* Grub Control	X		
* Bed Maintenance	X		
* Mulching of Beds	Throughout season	Beginning of Season	
* Tree Maintenance	Unit Lot	Common Area once out of Development	RLD Common/NV Homeowner Lots
* Trails 24,25 and 26		X	
Snow Removal			
* Plowing of Streets		X	
* Shoveling of Driveways		X	
* Sidewalks on Owner Property		X	
* Common area Sidewalks		X	
Building Maintenance			
* Roof Replacement	X		If under Warranty
* Roof Repairs	X		NV Homes
* Siding	X		NV Homes
* Doors and Windows	X		NV Homes
* Decks and Patios	X		NV Homes
* All other Exterior Bldg. Maintenance.	X		NV Homes
Notes: Any modification to the exterior of the Building requires the submission of a written Exterior Alteration Request and prior written approval by the Board of Directors. The HOA retains the right to hire a contractor to complete maintenance refused by the Homeowner charge back the Unit Owner.			
Insurance Requirements			
* Liability Ins. On Common Area		X	
* Directors & Officers (D&O) Ins.		X	
* Building Insurance of Home	X		
* Liability Insurance of Home Lots	X		
*BYOB in Clubhouse		X	
*Social Events in Clubhouse	X		
Additional Services			
* Trash Removal		X	

Notes: 1. The Association is generally responsible for landscaping and fertilization of yards, liability insurance on Common Areas, D&O insurance, Management fees, audit fees, legal fees for collections and meeting expenses. 2. The above list covers most of the responsibilities of the Homeowners and the HOA. For a complete list, please refer to the Associations Declaration and Bylaws.

Fine & Late Fee Structure

Assessment late fees

(Monthly Fees)

If received after the 15th of month

First offense - \$25.00

Over 90 day's delinquent – Legal engagement (owner will be responsible for fees)

Exterior Alteration Violations

(No alteration request or not done according to request)

First offense – \$50.00 – 30 days to correct or respond

Second Notice - \$100.00– 15 days after first notice

Third Notice - \$200.00 - 10 days after second notice

Fourth & Final Notice - \$300.00 – 10 days after third notice

Legal Notice – Legal engagement (owner will be responsible for fees)

If violation is not cured by the fourth notice time period, the Association will expense the cost to correct sited violation and homeowner will charge back the cost.

Pet Violations

(Noncompliance with pet rules)

First offense – Courtesy Letter to cure violation

Second Notice - \$25.00

Third Notice - \$50.00

Fourth & Final Notice - \$100.00

Legal Notice – Legal engagement (owner will be responsible for fees)

If pet violations continue, the Association may require removal of the pet from the community.

Parking Violation

(Noncompliance with Rules & Regulations)

First offense – Courtesy Letter to cure violation

Second Notice - \$25.00

Third Notice - \$50.00

Fourth Notice - \$100.00

***Towing – will be at the owner's expense to include any recovery fees.**

Any Other Rules & Regulations Violations

(Noncompliance with Rules & Regulations)

First offense – Courtesy Letter to cure violation

Second Notice - \$25.00

Third Notice - \$50.00

Fourth Notice - \$100.00

Legal Notice – Legal engagement (owner will be responsible for fees)