

# **RULES AND REGULATIONS**

Version: 06-01-2025

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# Tyler Walk Homeowners Association

# Rules & Regulations

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### 1. Introduction

**WHEREAS**, Article VII, Section 7.01 of the By-Laws creating the Tyler Walk Homeowners Association provides for a Board of Directors and

**WHEREAS**, the Board of Directors has adopted and expects to continue to adopt reasonable rules and regulations pursuant to the provision of the By-Laws, and

#### BE IT THEREFORE RESOLVED that:

- The RULES AND REGULATIONS of the Association shall be listed herein.
   All previous rules and regulations are hereby superseded or amended as appropriate.
- b. These RULES AND REGULATIONS have been established to preserve the look and life of Tyler Walk, maintain property values, and assure pleasant and harmonious living for all residents and their guests. Some of the RULES AND REGULATIONS concern safety and sanitation, while others concern living together with consideration for one's neighbors. The RULES AND REGULATIONS will be enforced by the procedures set forth herein.
- c. Unless otherwise specified, all rules and regulations apply to both single and townhomes.

#### 2. Enforcement

WHEREAS, Section 7.15 of the By-Laws, Powers and Duties, gives the Board of Directors the power and duty necessary for proper conduct and administration of the affairs of the Association and the operation and maintenance of the Community Facilities and may do or cause to be done all such other lawful acts and things as are now by law and by these By-Laws directed or required to be done by the members of the Association, and

WHEREAS, Section 7.15 of the By-Laws, gives the Board of Directors the power, whether by suit or otherwise, to abate nuisance and enforce observance of the RULES AND REGULATIONS related to the Property, in injunction or such other legal action or means as the Board of Directors may deem necessary to be appropriate, and

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## **BE IT THEREFORE RESOLVED** that the following procedures apply:

- a. The Board has previously adopted and amended the rules and regulations for the Association. Copies of those were distributed to the current unit owners at the time the rules were adopted or amended.
- b. Copies of future rules and regulations adopted or amended will be provided via the Tyler Walk web site [or by mail upon written request] to unit owners by the Board.
- c. The Declaration of Covenants and By-Laws contain certain Use Restrictions and Architectural Guidelines which also are to be enforced by the Board.
- d. A violation of the rules, regulations, or restrictions will only be considered upon receipt of a <u>signed</u>, <u>written complaint</u>. The written complaint shall name the violator and outline the facts in detail. This complaint shall be sent to the Management Company. Violations which are observed first-hand by an Association member can be processed as a complaint.
- e. The Management Company will first attempt to address the matter on a confidential basis with a letter to the offending party. The letter will:
  - i. Specify the nature of the violation, request correction within a specified period of time (where appropriate).
  - ii. Notify them of the right to a hearing regarding the complaint.
  - iii. Advise that if the violation is not corrected or if a second violation (of the same) occurs, a fine will be imposed.
  - iv. Contain a copy of the resolution on Rules Enforcement Procedures.
- f. If the violation has not been corrected within the specified time, or a second occurrence of the same violation occurs, a second letter will be sent to the offending party that a rules violation fine assessment of a least \$50.00 has been levied, subject to a hearing with the Board, if requested in writing within 10 days of receipt of notification of the rules violation fine.

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- g. Due Process: Before any fine for a violation is imposed, the homeowner will be given advance written notice of the alleged violation, an opportunity to request a hearing, and a final decision in writing. If a hearing is requested within 10 days of notice, no fine will be imposed until after the hearing and Board decision. Hearings may be conducted in person or virtually, and the Board's final decision will be communicated in writing.
- h. The Board reserves the right to assess a larger initial rules violation fine depending upon the severity of the infraction. A continuing per day or per month fine may be assessed by the Board for certain continuing violations.
- i. The violation fine will be added to the homeowner's fee coupon billing and therefore subject to collection as a delinquency or unpaid association fee.
- j. Any costs incurred by the Board, including, but not limited to attorney's fees, in the enforcing of its rules or covenants will become the responsibility of the homeowner responsible for the violation.
- k. The Board has the right to enforce, by any procedure of law or equity, all rules, regulations, restrictions or covenants contained in the governing documents or that it establishes within its power as provided by those documents.
- I. The decision of the Board following an appeal hearing shall be final.
- m. Owners who lease their unit are responsible for their tenants' actions and any resulting fines.
- n. Repeat Violations: The Board may impose escalating fines for repeat or ongoing violations. In such cases, the amount of each fine may increase based on the frequency or severity of prior infractions. A repeat violation is defined as a recurrence of the same or substantially similar violation within a twelve-month period, unless otherwise specified by the Board.
- o. Appeals Timeframe: If a homeowner wishes to appeal a fine or violation decision, they must submit a written request for a hearing within ten (10) days of the original notice. If no hearing is requested in that period, the violation and fine will be considered final. If a hearing is held, the decision

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of the Board shall be final and binding.

p. Board Discretion: The Board reserves the right, at its sole discretion, to waive, reduce, or suspend any fine or enforcement action based on mitigating circumstances, demonstrated compliance efforts, financial hardship, or other considerations in the interest of fairness and community harmony.

## 3. Contacts

See Appendix A for a list of current Tyler Walk Homeowner Association Board of Directors and other useful contacts.

# 4. Responsibilities

## a. Homeowner Responsibilities

- i. Each homeowner is responsible for the repair and maintenance of their home and the real estate they own. The services provided by the Association are set forth in the Association's Declaration and By-Laws.
- ii. For your information, a listing of the Association's maintenance, repair and replacement responsibilities are detailed herein. Any function not listed as an Association responsibility, is the maintenance, repair and/or replacement responsibility of the individual homeowner. Should you have any questions concerning the following information, please feel free to contact a member of the Board of Director or the Association's Management Company.

# iii. Payment of Quarterly Assessments

(1) Each homeowner is responsible for the timely payment of quarterly assessments ("dues") as established by the Board of Directors in accordance with the governing documents. These assessments fund the operation, maintenance, and reserves of the Association.

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- (2) Payments are due on the first day of each quarter (January 1, April 1, July 1, and October 1), unless otherwise specified in writing by the Association. It is the homeowner's responsibility to ensure payments are received on time, regardless of whether a coupon or invoice has been received.
- (3) The Association's separate Policy Resolution Pertaining to Collection of Assessments governs the handling of late payments, including the imposition of late fees, interest, and potential legal action. This policy is incorporated by reference and may be obtained from the Management Company or downloaded from the Association's website, tylerwalk.org.

## b. Association Responsibilities

#### i. Architectural

(1) The Association is responsible for exercising architectural control over any changes to the exterior of both townhouses and single homes. All requests for changes must be submitted to the Association for review and approval prior to the commencement of any.

#### ii. Maintenance

(1) Each homeowner is responsible for the maintenance, repair and replacement of his home and property. If the property is not maintained, the Association, after due notice to the homeowner, will fine the homeowner until said maintenance is performed to the home.

#### iii. Common Areas

(1) The Association is responsible for maintaining and managing the following in the common areas only: tennis court, clubhouse, community pool, tot lot, basketball court, basketball nets, clubhouse parking lot, entrance signs, common area landscaping, and common area sidewalks.

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(2) The Association is responsible for snow removal on all common area sidewalks and the clubhouse parking lot.

# c. Township Responsibilities

- i. Snow removal on all street
- ii. Street Lights on all streets
- iii. Street and Curb/Apron Maintenance

#### d. Newtown Artesian Water Co.

i. Water lines and service

## e. **Newtown Sewer Authority**

i. Sewers

## 5. Terms & Definitions

- a. "Association" The Tyler Walk Homeowners Association.
- b. "Board" The Tyler Walk Homeowners Association Board of Directors.
- c. "Community" The accumulation of all homes, streets and other facilities within Tyler Walk.
- d. "Management Company" An organization, appointed and/or hired by the Association Board to perform various management tasks as directed by the Board.
- e. "Adult" Any responsible person, 18 years of age or older.
- f. "Homeowner" A person or other legal entity owning one or more dwellings/properties located within the Community.

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- g. "Resident" Any homeowner, tenant, or dependent person/family member residing in the Community.
- h. "Tenant" Any adult leasing a home from a homeowner.

## 6. Common Areas

#### a. Clubhouse

- i. Approved uses include: birthday parties, engagement parties, graduation parties, weddings, baby showers, bar and bat mitzvahs, anniversary celebrations, christenings, pool parties, holy communions, and other functions with the Board's approval.
- ii. The Clubhouse may be rented by homeowners of Community residents for affairs in which they are participants.
- iii. The Association will not be responsible for loss of personal jewelry, valuables, clothing or other property in or around the Clubhouse or Pool.
- iv. All people, including children, shall use the facilities at their own risk. The Association will be held harmless of any liability resulting from the use of the facilities.
- v. Persons 18 years of age or under shall be supervised by an adult whenever they are in the Clubhouse.
- vi. Reservations for the Clubhouse are accepted on a first come, first serve basis.
- vii. Reservations shall be made by contacting the Management Company, no less then (2) two weeks in advance of the requested date of the event.
- viii. Security deposits and rental fees shall be paid by the homeowner or Community residents only. Deposits and rental fees shall be payable in advance to the Association, care of the Management Company.

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- See Appendix B for Clubhouse & Pool Rental Agreement for specific fees.
- ix. Upon inspection by the management company, the security deposit is refundable providing upon inspection there is no damage to the Clubhouse, it is properly cleaned and all trash is removed from the Clubhouse.
- x. The homeowner or Community resident reserving the Clubhouse shall remain responsible for any and all damage caused by him/her and their guests.
- xi. Rental of the Clubhouse shall only include the Clubhouse main floor, and Association owned furniture and appliances, and excludes the Clubhouse garage and pool (unless separate agreement is completed) and pool pump room. any person found using the pool shall cause a forfeiture of the security deposit with possible additional assessment for its use, cleaning and any damages as required.
- xii. The homeowner or Community resident reserving the Clubhouse shall be responsible for picking up and returning the key, cleaning up, removing all trash and upon leaving, turning the heat back to 60 degrees or turning the air conditioning "OFF", closing any open windows, turning off all lights and locking the doors.
- xiii. Excess noise or loud disturbances which disturb neighboring homes shall not be permitted.
- xiv. No pets shall be permitted in the Clubhouse.
- xv. No smoking is permitted within the Clubhouse/restrooms. Smoking is permitted outside. Matches, cigarettes and other tobacco related debris must be fully extinguished and disposed of in proper receptacles.
- xvi. At no time shall community property be removed from the Clubhouse.

## b. Common Grounds

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- i. Resident installed permanent structures are not permitted, this includes (but not limited to) gardens, flowerbeds, walls or fences.
- ii. At no time, will the maintenance of Common Grounds by residents imply ownership of same.
- iii. No motor vehicles of any kind are permitted on Common Grounds, unless required by contractors, maintenance or repair personnel to access a resident's property. In the event of such access, the homeowner and/or their contractor is responsible for restoring the Common Grounds to its original condition.

## c. Common Parking Lots

i. See Motor Vehicles/Parking

#### d. Basketball Court

i. Located adjacent to the Community Clubhouse/pool, the basketball courts are available for resident use on a first come, first serve basis.

#### e. **Pool**

- i. The Community Pool is located behind the Community Clubhouse.
  - (1) Only Tyler Walk community residents and their guests are permitted to use the pool.
  - (2) All pool users must wear a pool tag issued by the Association at all times. All pool users must sign the logbook when entering the pool area.
  - (3) Only Homeowners/residents in good standing, including their guests, being current in the payment of their Association Dues will be permitted at the pool.
  - (4) No one is permitted in the pool unless a lifeguard is on duty. The lifeguard is in complete charge. He or she may dismiss from the pool area any person(s) who violate regulations,

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- exhibits unbecoming conduct, or fails to show evidence of the right to use the pool.
- (5) Children 12 years of age or younger, must be accompanied by a person of at least 16 years of age. Children are the sole responsibility of that person and shall be supervised in both the water and pool area. At no time shall children be left under the supervision of the lifeguard.
- (6) All children must pass a swim test given by the lifeguard before they will be permitted to swim in the deep end of the pool.
- (7) Running, pushing, ball playing, horseplay, dunking, foul language, or anything causing an undue disturbance (as determined by the lifeguard) in or about the pool area is not permitted.
- (8) Glass containers of any kind are not permitted in the pool area.
- (9) No alcoholic beverages are permitted.
- (10) Diving into the pool is prohibited.
- (11) Parties are not permitted during pool hours.
- (12) All trash must be placed in the receptacles provided.
- (13) Disposable diapers are not permitted in pool. Rubber pants must be worn.
- (14) If the lifeguard finds it necessary to remove someone from the pool for violation of a rule, the following penalties will be initiated:
  - (a) 1<sup>st</sup> Violation Removal from the pool for one day.
  - (b) 2<sup>nd</sup> Violation Removal from the pool for one week.

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- (c) 3<sup>rd</sup> Violation Removal from the pool for the summer after Board of Director's approval.
- (15) No pets are allowed in the pool area at any time.
- (16) Unless otherwise directed (in writing, annually) by the homeowner, pool tags will only be dispensed to the homeowner.
- (17) The above rules are subject to change.
- ii. Rental Regulations: In addition to the above, the following regulations apply to those renting the pool.
  - (1) Approved uses of the pool include: birthday parties, engagement parties, graduation parties, weddings, baby showers, bar and bat mitzvahs, anniversary celebrations, christenings, pool parties, holy communions, barbeques, and other functions with the Board's approval.
  - (2) The Pool may be rented by homeowners or community residents for affairs in which they are participants.
  - (3) The Association is not responsible for loss of personal jewelry, valuables, clothing or other property in or around the Pool.
  - (4) All people including children, will use the facilities at their own risk. The Association will be held harmless of any liability resulting from the use of the facilities.
  - (5) Children twelve (12) years of age and younger shall be supervised by an adult whenever they are in the pool.
  - (6) Reservations of the Pool are accepted on a first come, first serve basis.
  - (7) Reservations shall be made by contacting the Management Company, no later than 2 weeks prior to the event.

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- (8) Deposits and rental fees shall be paid by the homeowner or Community residents only. Deposits and rental fees shall be payable in advance to the Association, care of the Management Company.
- (9) The rental deposit is refundable providing there is no damage to the Pool, it is properly cleaned and all trash is removed from the Pool area.
- (10) The homeowner or Community resident reserving the Pool shall remain responsible for any and all damage caused by him/her and their guests.
- (11) Rental of the Pool shall include the pool, surrounding deck grass areas within the fence. Access to the Men's and Women's restrooms is permitted.
- (12) Rental of the Community Pool is separate from the Clubhouse.
- (13) Individuals renting the Pool are required to hire a certified lifeguard through the Management Company.
- (14) Excess noise or loud disturbances which disturb neighboring homes is not permitted.
- (15) No pets are permitted in or around the pool area.
- (16) No smoking is permitted within the Clubhouse/restrooms. Smoking is permitted outside. Matches, cigarettes and other tobacco related debris must be fully extinguished and disposed of in a proper receptacle.

See Appendix B for a copy of the Clubhouse & Pool Rental Agreement.

#### f. Tennis Courts

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- i. The tennis courts shall be used only for the playing of tennis or pickleball. No other activities are allowed.
- ii. The community tennis courts are available for residents and their guests.
- iii. Access to the tennis court is controlled by a key. Residents interested in using the tennis court can purchase a court key from the Management Company. A check payable to the Tyler Walk Homeowners Association in the amount of \$10.00 must be sent to the Management Company along with a completed Tennis Court Key Application.
- iii. Hours of operation are 8 a.m. to dusk on weekdays and 9 a.m. to dusk on weekends. Playing during evening hours is not permitted.
- iv. Children under 14 years of age shall be supervised by an adult whenever they are on the tennis court.

## g. **Tot Lot**

- i. Located adjacent to the pool, the Community Tot Lot is available for residents and their guests.
- ii. Hours of operation are dawn to dusk.

#### 7. General

## a. Barbeques / Outside Burning or Open Fires

- i. Outside burning of leaves or any other debris is strictly prohibited within the Community.
- ii. Outside burning of firewood, is allowed in outdoor fireplaces or containers specifically designed for this activity. Fires should not be set directly on the ground or in such a way as to burn the ground / grass.
- iii. The ground within five (5) feet of the fire must be cleared of all

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combustible materials.

- iv. Outdoor fireplaces and barbeques should be stored outside and behind the home.
- v. Both gas and charcoal grills are permitted, but must be used behind the home.
- vi. In cases where gas grills are stored within the garage, residents must disconnect the grill from the propane tank, and the safety plug securely inserted into the tank.
- vii. In all cases, gas grills should be stored away from open flames or fires, when not in use.
- viii. Fires are not permitted on the roads or sidewalks

#### b. Basketball Nets / Backboards

- i. The use of basketball nets is permitted in either the front or rear of the homeowner's property.
- ii. (Townhomes) No permanent installations are allowed, anywhere on the homeowner's property.
- iii. (Single Homes) Permanent installations are permitted on or adjacent to the homeowner's driveway only, located between the sidewalk and the home.
- iv. Temporary / portable installations may be located between the sidewalk and curb, but shall be removed at the end of the day, being stored in the home or next to the home's exterior.
- v. With the exception of the community basketball courts, basketball play should cease by 8:30PM.
- v. Complaints regarding the use of homeowner basketball nets will only be accepted from neighboring homeowners.

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## c. Child Activity Sets /Exercise Equipment

- i. Must be placed behind the home.
- ii. (Townhouses Only) Activity sets (including, but not limited to swing sets, jungle gyms and outside exercise equipment) are permitted, but must be stored within the home when not in use. No permanent or semi-permanent installations are permitted.
- iii. (Single Homes Only) Activity sets (including, but not limited to swing sets, jungle gyms, and outside exercise equipment are permitted. Permanent installations are permitted, provided their installation is approved in writing by the Association Board and installed behind the home.

#### d. Clothes Lines

- i. Townhouses: only collapsible, removable, portable clothes dryers are permitted. They must be used in backyards and removed as soon as possible on a daily basis. No clotheslines are permitted overnight.
- ii. Single Homes: only collapsible, removable, portable clothes dryers are permitted. They must be used in backyards and removed as soon as possible on a daily basis. Umbrella and retractable clotheslines are permitted, but must be collapsed or retracted when not in use.

## e. Firearms / Weapons

i. The use of firearms or weapons of any type including but not limited to pistols, rifles, shotguns, bows, blowguns, wrist rockets, air rifles or paint guns, is strictly prohibited in the community.

#### f. Firewood

i. Firewood is to be stored in the rear yard, neatly stacked, off the ground and in a wooden or metal holder. For safety reasons, the entire stack of wood and holder should not exceed 4 feet high by 4 feet deep by 8 feet long and may not be higher than the top of a fence, nor extend past the fence line.

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- ii. Homes having a side or back porch may store firewood on one circular metal log holder on the porch.
- iii. Homes with courtyards (e.g., Hunters Way) may store wood in the courtyard, out of site from the front of the property.
- iv. If possible, firewood should be stacked next to, but not resting against, a fence, shed or building (to avoid termite infestation).
- iv. Firewood shall not be stored on common ground.
- vi. Termite or bug infested firewood must be disposed of immediately.

## g. Garage / Yard Sales

- i. Garage / yard sales are permitted, provided sale items are not allowed to remain outside overnight.
- ii. Garage / yard sale signs may be placed at community entrances, but must be removed at the end of the sale.

#### h. Hazardous Materials

- i. Materials used in the normal course of maintaining a home are permitted, provided the quantity stored does not exceed the amount normally used within a one-year period.
- ii. Any materials not intended for home use are not permitted.
- iii. Homeowners are permitted to store no more than a one-year supply of fuel for their lawn mowers.

### i. Motor Vehicles / Parking

i. Only currently licensed, registered, state inspected and operational passenger vehicles, mini-vans, pickup trucks, sport utility vehicles and motorcycles are permitted to park in the Community. Vehicles owned by residents in excess of 3/4 tons are prohibited. No recreational

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vehicle, including but not limited to mobile home, motor home, trailer or boat is permitted to be parked on the property, except within a dwelling's garage.

- ii. Commercial vehicles shall be permitted to park outside of the property, on a temporary basis (no longer than two weeks) without written approval to work on the Community facilities, dwelling units or lots.
- iii. A commercial vehicle is one in excess of 3/4 ton, having permanent commercial lettering on any portion of the vehicle, or a vehicle externally adapted in any way for commercial use (such as, but not limited to, being equipped with a snow plow or storage rack system). The storage of equipment is not permitted on the exterior of any vehicle otherwise permitted to park on the property.
- iv. Magnetic signs and lettering identifying a business may be placed on a vehicle, not otherwise permitted on the property, provided these signs are removed when the vehicle is parked overnight in the Community.
- v. In the case of hardship, a resident may obtain a permit to park a vehicle not meeting the requirements of paragraph 1 above, in an area designated by the Board. An application must be submitted to the Board. In determining whether to issue the permit, the Board will consider, among other things, the extent to which the vehicle exceeds the requirements of these Regulations, including by weight, size or the extent to which it is especially adapted for commercial use. The number of permits issued will also be limited by the amount of space available for parking of vehicles not meeting the standards of this Regulation.
- vi. No tractor trailer combinations shall be permitted to park overnight, anywhere in the Community. Trucks requiring temporary overnight parking, must use one of the cul de sacs or community parking lots.
- vii. At no time will motorized vehicles of any type be permitted to park or drive on Community common ground, unless such access is for the purpose of performing improvements, repairs or maintenance duties on the rear of a dwelling. In the event of such access, the resident is

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- responsible for ensuring that the common ground is restored to its original condition.
- viii. At no time are motorized vehicles or trailers allowed to park on any landscaped area overnight.
- ix. All vehicles operating within the Community shall not exceed 25 mph, unless posted otherwise.
- x. Repairs and maintenance of motor vehicles is prohibited in streets and parking lots, with the exception of minor repairs (e.g., changing tires, replacing headlights, replacing batteries, adding (but not changing) fluids, and replacing wipers).

## j. Nuisances

- i. Private property bordering the common area shall be respected.
- ii. Persons using any portion of the common areas, including sidewalks and parking lots, shall refrain from loud and boisterous activity.
- iii. Residents shall not permit or practice any activity which unreasonably interferes with the quiet environment of another resident; or which creates or results in a hazard or nuisance; or affect the insurance coverage of the Association.
- iv. Residents are prohibited from storing or collecting rubbish of any kind, any material or plants that emit foul or obnoxious odors.

### k. Pets

- This section covers practical guidelines for the enjoyment of pets within the limitations of the Community. Cooperation with these guidelines will help preserve property values and maintain a clean and healthy environment for all residents.
- ii. Residents are also subject to the pet rules and regulations of Newtown Township, Ordinance No. 22, Sections 1 through 14.

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- iii. Only ordinary household pets such as cats, dogs, birds, or fish may be kept on any Lot or Unit. Animals other than ordinary household pets

   including livestock, fowl, poultry, or exotic species may not be raised, bred, or kept.
- iv. All pets must be carried or walked on a leash and attended by a responsible person.
- v. Pets must not be walked on another owners' property.
- vi. Pet owners are responsible for the immediate removal of waste of their pet. This waste must be disposed of in the pet owner's trash receptacle.
- vii. Pets shall not be allowed in or around the pool, tennis court, or Clubhouse.
- viii. Pets shall not be left unattended outside the perimeter of the unit owner's property line. Temporary stakes or chains are permitted within resident's property boundaries only.
- ix. Pets shall not be permitted to disturb neighbors by loud noises or barking.
- x. Pet owners are responsible for any property damage, injury or disturbances their pet may cause or inflict.
- xi. Violation of any of these rules should be directed in writing to the Management Company. A warning letter will be issued to the pet owner with a copy of these regulations, advising of a potential fine should a second violation be reported.
- xii. The minimum fine for a pet violation is \$75.00. This fine will be assessed with each violation which shall be collectible through the regular means of assessment collection.

## I. Rental Units

i. All Association homeowners are required to provide the Association with the tenant name, tenant address, tenant contact information, and

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terms of lease for each home not owner occupied by submitting a Tenant Information Form (Appendix I). The homeowner shall also provide the Association, via the Management Company, with a complete copy of each executed lease agreement for a unit within thirty (30) days of the date of execution.

- ii. This information shall be updated by the homeowner within thirty (30) days of any change and annually by May 31<sup>st</sup>.
- iii. Homeowners are responsible for tenant's compliance with all Association Rules and Regulations
- iv. Homes shall not be rented by the owners for transient or hotel purposes, which shall be defined as any rental for any period less than six (6) months.
- v. Lease of a home shall not relieve the homeowner from the duty to pay all assessments assigned.
- vi. It is the homeowner's responsibility to assign pool tags for tenant usage. The Association will assign pool tags to tenants, provided homeowners annually provide a written request of same, listing all tenants occupying the rental unit.
- vii. No homeowner shall let a tenant occupy a unit other than by written signed lease agreement.
- ix. Homeowners are respon sible for providing a current copy of the Rules and Regulations, By-Laws and Declaration of Covenants, Conditions and Restrictions, at the signing of the lease. The homeowner shall provide a signed "Receipt of Rules and Regulations" form (see Appendix C) by all new tenants to the Association, via the Management Company.

#### m. Seasonal Decorations

- i. Holiday decorations are encouraged, but should be in moderation and good taste.
- ii. Decorations are not permitted on common grounds, unless previously

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- approved by the Board, annually and in writing.
- iii. Decorations may be put up no earlier than one (1) month prior to the holiday, and taken down no later than one (1) month after the holiday.
- v. Decorations should not create a hazard for other residents.

# n. Signs and Flags

- i. One standard size "For Sale" sign is permitted on the homeowner's property. These signs are not permitted on common ground.
- ii. "Open House" signs are permitted at the entrances to the Community, on the same day of the Open House, provided they are removed at the end of the day.
- iii. "For Sale" signs, with "Sold" banners may remain on the homeowner's property for a maximum of thirty (30) days after the Agreement of Sale is Signed.
- iv. "Yard Sale" or "Garage Sale" signs are permitted provided they are removed on the last day of the sale. Signs shall be posted no more than 10 days prior to the sale.
- v. Decorative flags are permitted, provided they:
  - (1) do not pose a safety hazard
  - (2) are tasteful and non-offensive
  - (3) are maintained.
- vi. The American flag is permitted, provided it is displayed properly and with respect.
- vii. Except for the American Flag, stand-alone flag poles are not permitted, unless approved (in writing) by the Board. Flag poles mounted on the front of a home are permitted.

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- viii. Contractor signs are permitted for a period of no more than thirty (30) days after completion of their work.
- viii. To preserve community aesthetics and avoid signage fatigue, political signs and flags are subject to the following limitations
  - (1) Definition: A political sign or flag is any display that expresses support for or opposition to a current or former candidate for public office, a political party, a ballot measure, proposed or existing legislation, or a political or ideological viewpoint.
  - (2) Display Period: Political signs and flags may be displayed only during the forty-five (45) days preceding an election and must be removed no later than three (3) days after that election.
  - (3) Quantity and Size: A maximum of three (3) political signs or flags may be displayed per home. Each must not exceed twenty-four (24) inches by thirty-six (36) inches in size.
  - (4) Location: Displays must be confined to the homeowner's private lot and are prohibited on HOA-maintained common areas.
  - (5) Condition: All signs and flags must be maintained in good condition and must not pose a safety hazard or obstruction.
  - (6) Content Standards: Political signs and flags must not contain obscenity, incitement to violence, or hate speech as defined by law.
  - (7) Neutral Enforcement: These rules shall be enforced uniformly and without regard to the content or viewpoint of the political message.
- ix. No other signs are permitted, without the prior and written approval of the Board.

#### o. Trash / Trash Cans / Recycling

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- Trash cans must be stored in a concealed area, out of sight of other residents.
- ii. Empty trash cans must be removed and subsequently stored properly by the end of the pickup day.
- iii. Trash left for pickup should be placed in a trash can or other appropriate receptacle. Plastic bags by themselves are discouraged, as they are easily torn by animals, dispersing the trash into the street.
- iv. Trash cans shall not be placed out any earlier than 6 p.m. of the day prior to pick up.
- vii. Residents are responsible for promptly picking up any trash or debris originating from their home. This includes trash scattered by wind, animals, or other disturbances. If such debris ends up on common grounds, sidewalks, or a neighbor's property, the resident must remove it. All residents are encouraged to help keep open spaces free of litter.
- vi. No portion of the common grounds shall be used for dumping of trash or yard waste.
- vii. Residents should contact their respective trash hauler regarding the following:
  - (1) replacement of containers.
  - (2) disposal of small and large bulk items.
  - (3) hazardous waste and / or paint, solvents, tires, flammables and any other item not to be disposed in the normal trash.
  - (4) pickup days.
- viii. The minimum fine for trash can violations is \$75.00. This fine will be assessed with each violation which shall be collectible through the regular means of assessment collection.

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## p. Reasonable Accommodation Policy

- i. The Association complies with all applicable federal, state, and local fair housing laws. Residents with disabilities may request reasonable accommodations to rules or modifications to property as needed for equal access to their home or common areas.
- ii. Requests must be submitted in writing to the Management Company and should include the nature of the accommodation or modification. Medical details are not required, but the Association may request confirmation that the request relates to a disability, as allowed by law.
- iii. The Board will review all requests promptly and confidentially, and respond in accordance with legal requirements.

# q. Wildlife Feeding Policy

- i. To maintain community safety, preserve property, and protect wildlife health, the feeding of wildlife within the community is strictly prohibited. Residents and guests may not place, distribute, or allow any food or substance intended to attract wildlife, including but not limited to deer, foxes, raccoons, squirrels, geese, and other animals that are not domesticated, on community common areas or private property.
- ii. Violations of this policy are subject to enforcement actions and fines in accordance with the association's established enforcement procedures.
- iii. Exception: Bird feeders specifically designed to attract songbirds are permitted, provided they are properly positioned, maintained to prevent attracting other wildlife, and do not create nuisance conditions.

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### 8. Architectural

#### a. General

Designed from the start as a community of homes, the architects of the Tyler Wall community made specific decisions with respect to the materials, styles and color schemes used among the single and townhomes. Today, these decisions are enforced by the Association for the purpose of maintaining the aesthetic and consistent look of Tyler Walk.

Therefore, residents wishing to change / replace exterior elements of their homes are required to submit an Architectural Change Request and seek the approval of the Association.

Residents are responsible for submitting an "Architectural Change Request" (ACR). when adding, changing or replacing any of the elements outside the home, including, but not limited to roof shingles, siding, fences, porches, decks, driveways, walkways, activity sets, windows and landscaping.

The Architectural Change Request (ACR) shall be submitted to the Management Company for Board approval at least 45 days prior to the start of work. Once received by the Management Company, a letter acknowledging the receipt of the request will be mailed back to the resident. If the resident does not receive an acknowledgment, they shall contact the Management Company.

The ACR shall include a copy of all applicable building permits, and certificate of general liability insurance of the contractor, if applicable.

The ACR shall contain a diagram showing the work to be done and its respective position on the property.

The Board will review the ACR within 45 days of its receipt. Once approved, the ACR will be signed by a member of the Board and returned to the requesting resident. If after 45 days, the resident does not receive notice (either approval or disapproval) they shall contact the Management Company.

Should the ACR not be approved, the resident shall have the opportunity to

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present his/her case before the board. Upon further review, the board decision will be final.

Residents are also responsible for applying for and obtaining the necessary governmental permits for all work.

AT NO TIME SHALL CHANGES BE PERFORMED ON THE EXTERIOR OF THE HOME WITHOUT THE PRIOR APPROVAL OF THE BOARD.

FAILURE TO COMPLY MAY RESULT IN REQUIRING THE HOMEOWNER TO CHANGE THE HOME BACK TO ITS ORIGINAL CONDITION AND/OR FINES.

#### b. Outside Structures

## i. Child Activity Sets

(1) Please refer to Section 7c: General / Child Activity Sets.

#### ii. Decks / Patios

- (1) Homeowners may construct or extend a sundeck, with the limitation that the width be no wider than the width of the home, not extend beyond the side of the home, and must comply with all Township Codes and Ordinances.
- (2) Decks and deck railings must be made of wood and may be left in natural condition and allowed to be weather sealed with a clear sealant. Decks may also be stained with Behr Exterior Wood Stain Products Unfinished Wood, Natural, Cedar Natural Tone, Golden Honey, Antique Oak, Natural Sequoia, Barn Red, and Drift Grey. Similar colors by other manufacturers may be used only with prior approval of the board.
- (3) Decks and deck railings may also be made of composite materials made by TimberTech, colors Pecan or Kona. Similar colors by other manufacturers may be used only with prior approval of the Board. Additionally, deck railings may

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also match the trim color or siding color of the home.

(4) Sheets of lattice up to 4' high in size may be installed under a raised Deck but must match the color of the deck.

#### iii. Fences

(1) Styles / Types: Only 3-tier post and rail fencing is permitted to be erected. Fencing shall be unfinished wood, but may be sealed. Fencing shall not be stained or painted.

# (2) Location:

- (a) Townhouses: fencing will be limited to the rear width of the home extending back to the rear easement of the property line. End unit fencing may extend to the side property.
- (b) Single Homes: fencing will be permitted on sides and rear extending to property lines. No fencing will be permitted on drainage easements. No fencing will be permitted in or on the front of the property. Corner and street side lots may be permitted to fence on sides and rear with prior approval from the Board.
- (c) No fencing will be permitted in the front or extend past the front facade of the home.
- (d) Fencing shall be kept in good repair.

#### iv. Jacuzzis or Hot Tubs

- (1) Are permitted, with prior Board approval.
- (2) Must be located in the rear of the property.

## v. Pools

(1) No above-ground pools are permitted with the exception of

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- small children's wading pools, which must be taken indoors when not in use.
- (2) Townhouses: no in-ground swimming pools are permitted.
- (3) Single homes: in-ground swimming pools are permitted, with prior approval of the Board.

# vi. Privacy Screens

- (1) Privacy screens are permitted, with prior approval of the Board.
- (2) Privacy screens shall only be installed in the rear of the property and must be located on the deck or patio.
- (3) Privacy screens shall not extend beyond the side edge of the building and shall not extend into the 3-foot easement between properties.
- (4) Screens shall not be greater than 6 feet above the deck or patio, and shall not extend more than 8 feet from the rear of the dwelling.
- (5) Screens may be painted or stained to match the existing color scheme of the property.

#### vii. Sheds

- (1) Sheds, include, but are not limited to tree houses, play houses or other free-standing structures.
- (2) Townhouses: sheds are not permitted.
- (3) Single homes: are permitted, with prior approval of the board.
- (4) Must be located in the rear of the homeowner's property.

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# c. **Landscaping**

#### i. Gardens

- (1) Gardens are permitted provided they are properly maintained on the residents property.
- (2) Gardens may not encroach onto a neighbor's property or common grounds.
- (3) Vegetable gardens are not permitted in the front yard areas of the residents' properties.
- (4) Dead, diseased or unruly plantings should be removed promptly, i.e., cut back when flowering ceases.
- (5) Gardens are not permitted on common grounds.
- (6) Garden Trellises:
  - (a) Are permitted in the rear of the homeowner's property, with prior written approval of the Board.
  - (b) Trellises shall not exceed 60 inches in height and shall not be taller than the top of an installed split rail fence on the property.
  - (c) Trellises shall be maintained in good repair and appearance.
  - (d) The total footprint of all trellises may not exceed one-third (1/3) of the square footage of the rear yard area.

#### ii. Lawn / Grass Maintenance

(1) Residents are expected to maintain their lawns, either personally or through a professional service.

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- (2) Residents must make every effort to keep weeds to a minimum, as these eventually move into neighboring lawns.
- (3) The height of the grass shall not exceed 6" tall.

#### iii. Trees / Shrubs

- (1) The planting of new trees and shrubs are permitted, provided the resident receives prior written approval from the Board.
- (2) Trees and shrubs shall be planted in such a manner as to avoid interference with the underground utilities.
- (3) For security purposes, trees and shrubs should not be allowed to hide the view of a window from the street (per township police).
- (4) Trees and shrubs shall be groomed and be neat in appearance.
- (5) Shrubs adjacent to sidewalks, driveways and streets, shall be trimmed back to at least 12 inches away from the pathway.
- (6) Trees with branches extending over sidewalks, driveways and streets, should be trimmed back so that no branch is lower than 7 feet.

#### iv. Invasive Plant Species

- (1) No homeowner or resident may plant or cultivate bamboo or any plant species classified as invasive by the Commonwealth of Pennsylvania.
- (2) Homeowners are responsible for promptly removing all invasive plant species from their properties in accordance with Newtown Township regulations.

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## d. Exterior Building Maintenance

Please refer to page 29 of the Declaration of Covenants, Conditions and Restrictions, Article XIII, Section 13.01

## i. Exterior, Screen and Storm Doors

- Color of doors must match either the front door on home or trim color.
- (2) Storm doors must be a "full view" storm door or a full glass door with a kickplate.

#### ii. Paint and Finishes

- Exterior color changes will only be approved if the proposed color matches the color originally employed by the Community (see Appendix E).
- (2) In general, only those areas that are painted may be painted; only those areas that are stained may be re-stained; unpainted surfaces and unstained areas such as brick shall remain unpainted or unstained.

## iii. Roof Replacements

Please see Appendix E for an approved color /material list.

(1) Residents are required to submit an ACR, and obtain prior written approval before beginning work.

# iv. Siding Replacements

Please see Appendix E for an approved color / material list.

(1) Residents are required to submit an ACR, and obtain prior written approval before beginning work.

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## v. Window Replacements

Please see Appendix E for an approved color / material list.

(1) Residents are required to submit an ACR, and obtain prior written approval before beginning work

#### e. Other

## i. Awnings

- (1) Awnings are not permitted over individual windows.
- (2) Retractable deck awnings are permitted with a prior approval from the Board. Deck awnings must be retracted when not in use and must complement the color scheme of the home.
- (3) Fixed or permanently extended awnings are not permitted.

#### iii. Gazebos

- (1) Townhomes: are permitted between Memorial Day and Labor Day, with prior approval of the board.
- (2) Single homes: are permitted, with prior approval of the board.
- (3) Must be located in the rear of the homeowner's property.
- (4) Material, location, structure, and height shall be reviewed on a case-by-case basis.

#### iv. Mailboxes

(1) Only mailboxes approved by the Postmaster General of the U.S. Mail are permitted.

#### v. Roof/Attic Ventilators

(1) Roof vents or ventilators are permitted, with prior written approval of the board.

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(2) Roof vents or ventilators must be positioned on the rear side of the roof, and out of sight from the front of the property.

#### vi. Satellite/Antenna Installations

- (1) TV antennas, weathervanes and hex signs are not permitted. Satellite Dishes are permitted with prior written approval of the Board, and the homeowner signs and files an Application for Satellite Dish Form.
- (2) Ham radio and CB antennas are not permitted.

#### vii. Sidewalks

- (1) Residents are responsible for maintaining the sidewalks in front of and to the side of their homes.
- (2) During snow storms, residents must shovel a path along their sidewalk within 24 hours after the storm's end.

### viii. Driveways

(1) Residents are responsible for maintaining their respective driveways.

#### ix. Window Air Conditioner Units

- (1) Window air conditioning units are not permitted.
- (2) Portable air conditioning units may be installed with prior written approval of the board.
- (3) Approved portable units must:
  - i. Be freestanding.
  - ii. Be vented according to manufacturer specifications.
  - iii. Be positioned so that the vent is flush with the sliding window.

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iv. Ensure that no part of the unit or vent protrudes beyond the exterior of the home.

# 9. List of Appendices

Please see the Association Website for up-to-date appendices: www.tylerwalk.org

- A. Contact Information
- B. Clubhouse & Pool Rental Agreement Form
- C. Receipt of Rules and Regulations Form
- D. Architectural Change Request Form
- E. Approved Colors and Materials List
- F. Application for Satellite Dish
- G. Resident Complaint Form
- H. Tennis Court Key Application
- I. Tenant Information Form

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# TYLER WALK HOMEOWNERS ASSOCIATION RULES AND REGULATIONS APPENDICES

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#### **APPENDIX A - Contact Information**

# Tyler Walk Homeowners Association Board of Directors (as of June 2025)

Al Pakula, President Adam Roman, Vice President Maryann Adams, Treasurer Andrea Koch, Secretary Robin Miller, Member-at-Large

#### Tyler Walk Property Management Company (as of June 2025)

Association Management Consultants Corporation (AMCC)

65 W. Street Road, Suite B-205

Warminster, PA 18974

Attn: Lisa Green

Telephone: (267) 460-0021 Email: <u>lisa@amcconline.com</u>

# **Newtown Township, Bucks County**

Township Manager 100 Municipal Drive Newtown, PA 18940

Telephone: (215) 968-2800

#### **Other Services**

Water: Newtown Artesian Water Company, (215) 968-6781

Sewer: Newtown Sewer Authority, (215) 968-4109

Electric & Gas: PECO, (800) 494-4000 Cable TV: Comcast or Verizon

Trash Collection: McCullough Removal Services, (215) 943-7470

Republic Services, (610) 205-5400 United Group Services, (610) 346-1663 Waste Management, (800) 255-8479 Whitetail Disposal/Casella, (610) 754-0103

Storm Water: Newtown Public Works, (215) 968-2800 Ext 248

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# **APPENDIX B - Clubhouse & Pool Rental Agreement**

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**AMCC** 

Attention: Lisa Green P. O. Box 2992

Warminster, PA 18974

Email: lisa@amcconline.com

### **CLUBHOUSE & POOL RENTAL AGREEMENT**

The Tyler Walk clubhouse and/or pool area are available to be rented only to **homeowners and residents** of Tyler Walk that are **in good standing** with the homeowners association. Any outstanding violations, fine assessments, or late fees on your account will preclude you from renting.

The Tyler Walk Homeowners Association, through the Board of Directors, hereby agrees to rent the facilities of the clubhouse and/or pool to:

Name:	Pho	ne:	Email:	
Address:				
From: (Date)	(Day)	@	o'clock (am/pm)	
To: (Date)	(Day)	@	o'clock (am/pm)	
Event Type/Descrip	tion		Number of Persons:	
Clubhouse: Yes	No F	Pool (in season onl	ly): Yes No	

Note: During the pool season (from Memorial Day to Labor Day), the clubhouse is available to rent only between the hours of 8:00 a.m. to 12:00 p.m. or 8:00 p.m. to 10:00 p.m.

A refundable security deposit of \$250 and a non-refundable rental fee of \$50 per hour are required to rent the clubhouse and/or pool. If the pool is being rented, then an additional non-refundable \$35 per hour is required to pay for a lifeguard, which Tyler Walk will coordinate with our pool vendor, AquaSafe.

#### Clubhouse/Pool Rental Fees and:

	Hours (a)	Cost Per Hour (b)	Total (c) = (a) x (b)
Clubhouse/Pool Fee		\$ 50	\$
Lifeguard Fee (during pool season)		\$ 35	\$
Security Deposit (Refundable)			\$ 250
Total for Rental & Security Deposit			\$

#### **Reservation and Deposit Policy**

To reserve the facility, Lessee must submit at least two weeks prior to the event:

- This completed and signed rental form
- A check for rental fee and security deposit payable to "Tyler Walk Homeowners Association"

**Security Deposit**: The security deposit will be forfeited if the contract terms and rules are not adhered to or if the premises are not satisfactorily cleaned after the event. **Complete cleaning of the premises must be made by the end of the rental period** unless other arrangements have been made with the Tyler Walk association manager. The Lessee will be liable for any damages to Tyler Walk property. If the contract terms and rules are adhered to and the premises is properly cleaned, then a check for the \$250 security deposit will be mailed to you.

**Lessee**: The renting homeowner or resident must be 21 years of age to rent the clubhouse, must be the host of the function, and must be present throughout the event.

**Occupancy**: The number of persons in the rental party shall not exceed sixty-seven (67), which is the maximum occupancy limit of the clubhouse.

**Damages to the Premises**: If the building, premises, or any portion thereof is damaged by the act, default, or negligence of the renting party, their agents, patrons, servants, guests or employees, the renting party will forfeit the security deposit and will be fully liable for all damages and will pay the Tyler Walk Homeowners Association such sum as shall be necessary to restore the premises to its previous condition.

**Indemnification and Agreement to Hold Harmless**: The renting party agrees to indemnify and hold the Tyler Walk Homeowners Association and its Board of Directors harmless against all loss, damage, expense, or costs of any sort or nature on account of any injury to persons or property of any character arising out of or in any way connected with the operation, handling, or use of the premises by the renting party, their agents, patrons, servants, guests, or employees.

**Property of Renting Party**: The Tyler Walk Homeowners Association and its Board of Directors assume no responsibility whatsoever for any property placed upon the premises by the renting party, their agents, patrons, servants, guests, or employees.

**Assignment/Uses**: The renting party may not assign this agreement or sublet the whole or any part of the premises.

**Rental Facilities**: The facilities to be rented consist of the main meeting room, kitchen, front porch, front lawn, and bathrooms. While the parking area, basketball courts, and playground may be used by the renting party, the renting party understands that these facilities will be kept open for use by other residents during the period of the rental.

**Rental of the Pool and Facilities**: Rental of the pool requires rental of the Clubhouse. Between Memorial Day and Labor Day, residents may rent the pool for private parties between the hours of 8:00 a.m. and 12:00 p.m, or 8:00 p.m. and 10:00 p.m.

#### **Conduct:**

 Noise must be kept to an acceptable level. Loud or disruptive behavior may result in the immediate termination of the event at the discretion of the property manager or Board of Directors.

- 2. Persons 18 years of age or under shall be supervised by and adult whenever they are in the clubhouse.
- 3. There is no smoking inside the clubhouse or pool area nor any open flames, including candles allowed inside the clubhouse.

**Clean up**: The following items are considered part of the cleanup responsibilities. All cleanup must be completed prior to leaving the clubhouse.

- A. Clean stove tops, counter tops, and kitchen sink.
- B. Make sure all stove burners are turned off.
- C. Remove all party food items from the refrigerator.
- D. Remove all decorations.
- E. All bathrooms are to be left clean and orderly.
- F. Floors are to be swept and vacuumed unless other arrangements have been made.
- G. Empty all garbage cans and replace with new garbage bags. Haul all garbage and bottles/cans for recycling to the appropriate dumpsters.
- H. Turn thermostat down to 65 degrees in winter, 78 degrees Memorial Day to Labor Day. Turn off all lights and fan.
- I. Lock all windows and doors and return clubhouse key to its lockbox.

A person designated by the Board of Directors may perform a walk-through of the clubhouse following the event or perform an online visual inspection for cleanliness and any damage to the facilities. The rental party is encouraged, but not required, to be present during the walk through or inspection. If it is determined that a deposit is forfeited, the rental party may appeal the forfeiture to the Board of Directors.

**Pool Rules**: When the pool is open for the season between Memorial Day and Labor Day, the renter agrees to adhere to the following pool rules:

- 1. Approved uses of the pool include: birthday parties, engagement parties, graduation parties, weddings, baby showers, bar and bat mitzvahs, anniversary celebrations, christenings, pool parties, holy communions, barbeques, and other functions with the Board's approval.
- 2. The pool may be rented by Tyler Walk homeowners or Tyler Walk residents for affairs in which they are participants.
- 3. The Association is not responsible for loss of personal jewelry, valuables, clothing or other property in or around the Pool.
- 4. All people, including children, will use the facilities at their own risk. The Association will be held harmless of any liability resulting from the use of the facilities.
- 5. Children twelve (12) years of age and younger shall be supervised by an adult whenever they are in the pool or in the bathroom.
- 6. Reservations for the Pool are accepted on a first come, first serve basis.
- 7. Reservations shall be made by contacting the Management Company, no later than two weeks prior to the event.
- 8. Deposits and rental fees shall be paid by the homeowner or community residents only. Deposits and rental fees shall be payable in advance to the Association, care of the management company, AMCC.

- 9. The rental deposit is refundable providing there is no damage to the Pool, it is properly cleaned and all trash is removed from the Pool area.
- 10. The homeowner or community resident reserving the Pool shall remain responsible for any and all damage caused by him/her and their guests.
- 11. Rental of the Pool shall include the pool, surrounding deck grass areas within the fence. Access to the Men's and Women's restrooms is permitted.
- 12. Individuals renting the Pool are required to hire a certified lifeguard through the Management Company.
- 13. Excess noise or loud disturbances which disturb neighboring homes is not permitted.
- 14. No pets are permitted in or around the pool area.
- 15. No smoking is permitted within the clubhouse restrooms or the fenced-in pool area. Smoking is permitted outside of the fenced-in pool area. Matches, cigarettes and other tobacco related debris must be fully extinguished and disposed of in a proper receptacle.
- 16. The renter also agrees that they and their guests will adhere to the following general pool rules:
  - a) Only Tyler Walk residents and their guests are permitted to use the pool.
  - b) No one is permitted in pool area unless a lifeguard is on duty.
  - c) Listen to the lifeguard. The lifeguard is in complete charge.
  - d) No diving, running, ball playing or rough play within the fenced-in pool area.
  - e) No glass containers in the pool area.
  - f) No disposable diapers are permitted in the pool.

Please review and sign where indicated two copies of this agreement. Then return one signed copy with the rental and security deposit checks to:

**AMCC** 

Attention: Lisa Green P. O. Box 2992

Warminster, PA 18974

In an emergency you should first call 911, then Lisa Green at (267) 460-0021.

WE THE UNDERSIGNED HAVING READ ALL OF THE PROCEEDING AGREEMENT, in consideration for the rental of the facilities for my event, I acknowledge and agree to the following: 1) I will abide by the requirements of this rental agreement. 2) I am responsible for the conduct of my guests and will hold Tyler Walk Homeowners Association harmless form any liability that may arise as a result of actions by me or my guests. 3) I acknowledge that the deposit is subject to forfeiture if the clubhouse is not left in a clean and orderly condition and that I am responsible for any damages I or my guests cause to the facilities.

Homeowner/Resident Signature:	
Print Name:	
Date:	

# **APPENDIX C - Receipt of Rules & Regulations**

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AMCC
Attention: Lisa Green
P. O. Box 2992
Warminster, PA 18974
Email: lisa@amcconline.com

# **RECEIPT OF RULES AND REGULATIONS**

I,	, hereby acknowledges and Regulations of the Tyler Wall
Resident Name (Print)	
Address	
Signature	
Date	

A signed copy must be filed with the Management Company.

# APPENDIX D - Architectural Change Request (ACR) Form

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# **ARCHITECTURAL CHANGE REQUEST (ACR) APPLICATION**

In order for this request to receive prompt consideration, all information must be <u>fully completed and submitted</u> <u>with required attachments</u> to the Tyler Walk Homeowners Association via email to <u>jen@amcconline.com</u> or by mail at P.O. Box 2992, Warminster, PA 18974.

				Check all that apply:	
Homeowner Name(s):				Roof	
Address:		☐ Townhome	☐ Single Family	Siding Windows	
Email/Phone:				Doors	
Anticipated Start and Finish	Finish Date:		Patio/Deck Fencing Driveway		
Is this an Emergency? If so, plo	заѕе ехріані.			Concrete Walk Painting Landscaping	
Is this an amendment to a pre	vious request? If	f yes, attach the pri	or approval letter.	Other	
Description of Changes:  In accordance with the Tyler Walk Homeowners Association's governing documents (Declaration, Bylaws, Rule and Regulations), I request written consent to make the following changes/alterations, renovations, additional and/or removals to my unit/lot:					
Contractor Information:					
Contractor Name:					
Contractor Email:		Contractor Phone:			
Contractor License Number:					
Attach Contractor Certificate	of Insurance naming Tyle	er Walk HOA and Al	MCC as additional i	nsured.	



ACR applications will not be considered complete until all applicable documentation is received with the completed request. Attach the following documents as appropriate to the project:

	Contractor proposal with detailed survey and drawing of work proposed including measurements
	Contractor certificate of insurance naming Tyler Walk HOA and AMCC as additional insured
	Photos of the area of the property where work is proposed
	Copy of permit or permit submission to Township if applicable
	Manufacturer name, item number, color code, proposed materials and color samples
	Name and species of each proposed planting, if applicable
	PA One Call approval (if digging underground) with start and end dates
l un will	neowner Review and Certification: derstand that under the governing documents, the Tyler Walk Homeowners Association Board of Directors act on this request and provide me with a written response of their decision. I further understand and agree he following:
	<ol> <li>No work or commitment of work will be made by me until I have received written approval from the Association. I acknowledge that any failure to comply with the requirements of the ACR process may result in my being fined by the Association, and may require the removal of unauthorized work.</li> <li>All work will be completed at my expense and all future maintenance, repair and replacement will remain</li> </ol>
	at my expense.
	<ol> <li>All work will be completed expeditiously once commenced and will be completed in good workman-like manner by myself or my contractor.</li> </ol>
	4) All work will be performed at a time and in a manner to minimize interference and inconvenience to other residents.
	5) I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
	6) I assume responsibility for the conduct of all persons, agents, contractors and/or employees who are connected with this work.
	7) I assume responsibility for compliance with all applicable federal, state and local laws, codes, regulations and requirements in connection with this work and will obtain any necessary permits and approvals for the work.
	8) I understand and agree that the Tyler Walk Homeowners Association, members of the Board of Directors its agents and/or committees have no responsibility with respect to such compliance and that the Board of Directors' approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmenta requirement.
	<ol><li>If approved, any work not started within 90 days of the approval date is no longer approved and the request must be resubmitted for review and consideration.</li></ol>
	10) I certify that I am the homeowner, or am empowered by the homeowner to make an application on their behalf.

Date: \_\_\_\_\_

Homeowner(s) Signature:

# **APPENDIX E – Approved Colors/Materials**

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# TYLER WALK HOMEOWNERS ASSOCIATION REVISED PER C&C ROOFING

# Revised 8/3/2018

NOTE: You must submit a complete ACR 45 day in advance of start of work. Alco was purchased by Mastic-Ply Gem. You must replace with the same size lap and lap style already on the home.

ADDRESS	ROOF SHINGLES	SIDING
1 TO 5 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
12 TO 16 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
11 TO 17 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
20 TO 28 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
21 TO 29 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
31 TO 39 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
32 TO 38 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
42 TO 46 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
51 TO 59 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	TUSCAN OLIVE
61 TO 67 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
101 TO 107 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
111 TO 117 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
121 TO 127 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	PEBBLESTONE CLAY
201 TO 207 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	PEBBLESTONE CLAY
202 TO 208 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	ALMOND
211 TO 219 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	ALMOND
212 TO 218 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	SANDSTONE
222 TO 228 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)

# TYLER WALK HOMEOWNERS ASSOCIATION REVISED PER C&C ROOFING

# Revised 8/3/2018

NOTE: You must submit a complete ACR 45 day in advance of start of work. Alco was purchased by Mastic-Ply Gem. You must replace with the same size lap and lap style already on the home.

ADDRESS	ROOF SHINGLES	SIDING
221 TO 227 PARKVIEW WAY	GAF TIMBERLINE HICKORY	MASTIC OVATION (ALCOA) PEBBLESTONE CLAY
	HICKORY	ALMOND

232 TO 238 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	PEBBLESTONE CLAY
231 TO 239 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	SANDTONE
241 TO 247 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	PEBBLESTONE CLAY
251 TO 259 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	WICKER
301 TO 307 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	ALMOND
311 TO 317 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	PEBBLESTONE
321 TO 327 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	WICKER
331 TO 337 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	HICKORY	SANDTONE
342 TO 350 PARKVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	SHAKEWOOD	TUSCAN OLIVE

2 TO 10 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
11 TO 19 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
12 TO 18 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
21 TO 27 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
22 TO 26 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
31 TO 39 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY

# TYLER WALK HOMEOWNERS ASSOCIATION REVISED PER C&C ROOFING

# Revised 8/3/2018

NOTE: You must submit a complete ACR 45 day in advance of start of work. Alco was purchased by Mastic-Ply Gem. You must replace with the same size lap and lap style already on the home.

32 TO 38 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
41 TO 47 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
42 TO 48 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
51 TO 57 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
ADDRESS	ROOF SHINGLES	SIDING
52 TO 58 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
62 TO 66 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
72 TO 76 SKYVIEW WAY	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
1 TO 38 EAST PARK ROAD	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
	WILLIAMSBURG SLATE	SILVER GREY
111 TO 129 NORTH PARK	GAF TIMBERLINE	MASTIC OVATION (ALCOA)
ROAD	WILLIAMSBURG SLATE	SILVER GREY
1.67.12		
2,4,6,8,10 HUNTER'S WAY	GAF TIMBERLINE	HARDIE PLANK
	MISSION BROWN	AUTUMN TAN
11 TO 18 HUNTER'S WAY	GAF TIMBERLINE	HARDIE PLANK
	MISSION BROWN	AUTUMN TAN
20 TO 28 HUNTER'S WAY	GAF TIMBERLINE	HARDIE PLANK
	MISSION BROWN	AUTUMN TAN
30 TO 39 HUNTER'S WAY	GAF TIMBERLINE	HARDIE PLANK
	MISSION BROWN	AUTUMN TAN

# APPENDIX F - Application for Satellite Dish

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**AMCC** 

Attention: Lisa Green

P. O. Box 2992

Warminster, PA 18974

Email: lisa@amcconline.com

# **APPLICATION FOR A SATELLITE DISH**

**Instructions:** Please provide as much information as possible. All change applications will be responded to in writing and a decision will be made within 45 days. Please send completed form by either email or postal mail to the address shown above.

Name:	Phone:	Email:	
Address:			
Type of Satellite System:			
Dimensions of Satellite Dish:			
Describe proposed location:			
Homeowner's Signature:		Data:	

# APPENDIX G - Resident Complaint Form

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AMCC Attention: Lisa Green P. O. Box 2992 Warminster, PA 18974

Email: lisa@amcconline.com

### RESIDENT COMPLAINT FORM

Please use this form to formally submit resident complaints to the Tyler Walk Homeowners Association Board of Directors for their review. Forms must be signed by the resident and submitted to the Management Company, whose contact information is shown above.

Name:	Phone:	Email:			
Address:					
Homeowner's Signature:		Date:			
Description of Complaint:					
Please use the section below to de	escribe in as much detail as	possible the reason and basis of			
		•			
your complaint, including any necessary names or addresses. If you need additional space to describe your complaint, please use another sheet of paper to continue your narrative.					
describe your complaint, please use another sheet of paper to continue your narrative.					

# **APPENDIX H - Tennis Court Key Application**

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AMCC

Attention: Lisa Green

P. O. Box 2992

Warminster, PA 18974

Email: lisa@amcconline.com

#### TENNIS COURT KEY APPLICATION

To gain access to the tennis courts, a key is required. To receive your key, you must be a member in good standing, and submit this completed registration to management. Application forms and payment of \$10 per key may be mailed to the address above. If you are enrolled in auto withdrawal through the office, you can request this fee be pulled automatically for you when submitting your application.

If your account is delinquent, becomes delinquent, or you, your tenant, or guest, violates any Association rule, use of the Tennis Court will be prohibited.

Off-site owners transferring tennis court privileges to their tenants must return this completed form with their and their tenant's signatures. A maximum of 2 keys will be issued per unit. The Association may request proof of residency at any time. Lost, misplaced or stolen keys must be reported to management immediately.

## **Owner Information** By completing and submitting this registration, you are acknowledging that you have read and agree to abide by the tennis court rules and regulations. Tyler Walk Address: **Full Name** Full Name Owner 1: Owner 2: Signature: Signature: Email 1: Email 2: Tenant Information Tenants signing this registration are acknowledging that they have read and agree to abide by the tennis court rules and regulations. **Full Name** Full Name Tenant 1: Tenant 2: Signature: Email 1: Email 2:

The community tennis courts are available for residents and their guests.

All people, including children, will use the facilities at their own risk. The Association will be held harmless of any liability resulting from the use of the tennis court. Children under 14 years of age shall be supervised by an adult whenever they are in the tennis court.

The tennis courts shall be used only for the playing of tennis or pickleball. No other activities are allowed.

Hours of operation are 8 a.m. to dusk on weekdays and 9 a.m. to dusk on weekends. Playing during evening hours is not permitted.

# **APPENDIX I – Tenant Information Form**

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AMCC
Attention: Lisa Green
P. O. Box 2992
Warminster, PA 18974
Email: lisa@amcconline.com

# **TENANT INFORMATION FORM**

Property Information:				
Property Address:				
Owner Information:				
Owner Name(s):				
Address:				
City:		State:	Zip Code:	
Email:				
Owner Emergency Con	tact:			
Name:				
Email:				
Tenant Information:				
Tenant Name(s):				
Email:		_ Phone:		
		Lease End Date:		
Other Occupant Name(s)	:			
Tenant Emergency Con	tact:			
Name:				
Email:				
Tenant Vehicles:				
License Plate:	Make/Model/	Color:		
License Plate:				
Please attach a copy of the signed by the tenant.	he Lease Agreeme	nt and the "Re	ceipt of Rules and Ro	egulations" form
Homeowner's Signature:			Date:	