

RULES AND REGULATIONS  
GARDEN VILLAGE PLANNED COMMUNITY ASSOCIATION

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REVISED: MARCH 13, 2017  
REVISED: NOVEMBER 8, 2019  
REVISED: JUNE 16, 2020

**A GUIDE FOR THE RESIDENTS OF  
GARDEN VILLAGE PLANNED COMMUNITY ASSOCIATION**

A. CONFLICT

In the event of a conflict between the Declaration and these Rules and Regulations, the Declaration shall prevail. All of the terms used herein, unless specifically defined herein, shall have the same meanings as are set forth in the Declaration.

B. ARCHITECTURAL GUIDELINES

Each Unit Owner shall submit to the Executive Board and Manager of the Association, plans and specifications showing the nature, kind, shape, height, materials, finish, colors and location of the Unit Owner's proposed change, alteration or addition to the Unit. A Change Request Form is attached as Appendix A. The submission shall contain proof of compliance with all applicable codes, laws and ordinances.

The Executive Board shall use reasonable efforts to respond, within thirty (30) days, to all architectural requests. The Executive Board will respond to architectural requests in writing. In the even the Executive Board fails to approve, with or without conditions, or deny the application within thirty (30) days from the date all plans and specifications, including all additional information, plans and materials which may be requested by the Executive Board, have been submitted, approval will be deemed to have been denied.

C. USE RESTRICTIONS

All Unit Owners, as well as guests, residents, occupants, lessees, etc., in addition to any other obligation, duty, right, and limitation imposed upon them by the Declaration, the Certificate of Incorporation, Bylaws of the Association, and these Rules and Regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Unit Owners, occupants, guests, invitees, tenants, residents and lessees, etc.

1. Accessory Structures. No tents, storage tanks, sheds, swimming pools, or accessory structures shall be erected or permitted to remain on a Unit. A swimming pool is defined as anything larger than a temporary inflatable

splash pool with a maximum capacity of 300 gallons (or a plastic shell pool with a maximum capacity of 100 gallons), temporary is defined as 3 days at a time, and may not be stored outside when not in use. Any permanent landscaping damage caused to a unit shall be addressed within 14 days at the expense of the unit owner.

2. Awnings. No Unit Owner is permitted to cover any deck and/or patio with any kind of permanent covering or structure, unless otherwise approved by the Executive Board.
3. Clothesline. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, including private yards and decks. No Unit Owner shall install poles and/or lines for the drying of laundry nor shall any Unit Owner dry laundry outside of his home.
4. Decks and Patios.
  - a. Any decks and patios installed on a Unit shall be properly maintained by the Unit Owner.
  - b. Areas below decks are not to be used for storage areas.
  - c. Patios are not permitted to be enclosed.
5. Fences. No fences shall be permitted except (i) underground pet control fence on the Unit; and (ii) any fences installed by the Declarant or the Builder of the Unit; or (iii) a black wrought iron fence not exceeding 4' in height. No fence shall be erected on the Unit closer to the front street line than the rear most wall of the house, except for fences on corner Units that may extend from the rear yard toward the side street, but under no circumstances may the fence be closer to the street than the building set back line. Damage caused to fences needs to be addressed within 14 days at the unit owner's expense.
6. Front Doors.
  - a. Front doors shall be the type installed by the Builder. Any replacement door not consistent with the original door installed by the Builder must be approved by the Executive Board.
  - b. Kick plates are allowed on front doors. The kick plate must run the full width of the door and must be 6 to 8 inches in height. Only solid brass is to be used and to be installed according to manufacturer's instructions. Replacement doorknobs are to be solid brass (good quality). Brass door knockers are also permitted on front doors. Any replacement accessory not consistent with what was installed by the builder must be approved by the Executive Board.
7. Garages. No garage may be converted to living space, or used for excessive storage. Unit Owners are encouraged to use their garages for

the parking of their vehicles. Garage doors are to be kept closed when not in use.

8. Garbage and Refuse Disposal.

- a. The Association shall employ a trash removal company to perform regular trash pick-up services in the Community. The trash removal service shall not include any "bulk" items or any trash which requires additional pick-up fees (i.e. chemical or hazardous substances). The Executive Board shall make decisions regarding which trash removal company to employ and shall determine the frequency of the trash removal service.
- b. No Unit or portion of the Common Facilities shall be used or maintained as a dumping ground for rubbish or waste. Trash, garbage or other waste shall be kept in trashcans or heavy-duty plastic bags waiting disposal. Trash, leaves and other similar material shall not be burned. It is requested that trash and recycling containers not be placed on the curb until after dusk on the night before collection. Containers are also to be taken in by the end of the day of collection and stored in the rear of the Unit.
- c. The storage or collection of rubbish of any kind; any materials that emit foul or obnoxious odors; the growing of any noxious weed or other natural substance; and the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort or serenity of other Unit Owners is prohibited.

9. Garden Devices. Hose reels and other similar garden devices must be hidden from view.

10. Hazardous Materials. Nothing shall be done or kept in or on any Unit which will increase the rate of insurance maintained by the Association or result in the cancellation of such insurance.

11. House Numbers. No more than one set of house numbers is permitted per home. If the original numbers are hidden by shrubs, the Unit Owners shall trim the shrubs. If replacement numbers are required, they must duplicate the original. The type of house numbers shall be as installed by the Builder, if any, or otherwise approved by the Executive Board.

12. Mailboxes. Unit owners are responsible for repairing or replacing mailboxes with similar plain black Executive Board approved designs. Damaged mailboxes must be repaired within 14 days.

13. Leasing. Leasing procedures and a tenant registration form are attached. See Appendix B.

14.Lighting.

- a. No floodlights or other lighting is permitted beyond those supplied by the Builder. Outside lighting can be replaced with an upgraded light fixture as long as it is consistent with the Builder installed fixtures. If the Unit Owner is planning to change the exterior fixtures not consistent with those installed on their home, a written request to the Executive Board and a brochure of the sample fixture should be presented to the Executive Board for approval before installation of the new fixtures.
- b. All lighting must be approved for outdoor use. Lights cannot exceed 12 volts and all electrical lines must be hidden. Only fixtures with clear bulbs are permitted. Colored lighting is not allowed. All maintenance must be performed by the Unit Owner. The Association will have no responsibility and/or liability for any outdoor lighting installed by the Unit Owner.

15.Unit Owner's Contractor/Unit Owner. No Unit Owner, contractor or workman employed by any Unit Owner shall be permitted to do any work in or upon any home (except for emergency repairs) between the hours of 8:00 p.m. and 7:30 a.m. if such work is likely to disturb the occupants of any other home.

16.Motor Vehicles. The overnight parking or storage of trucks or any other commercial vehicles, including vehicles with commercial signs affixed thereon is prohibited, except in an enclosed garage. The parking or storage of any recreational vehicles, including but not limited to camping vehicles, boats, boat trailers and other trailers upon a Unit is prohibited, except in an enclosed garage.

17.Parking. On street parking is prohibited except in designated common area spaces. Owners are to park their vehicles in their garages and on their driveways, leaving the common area spaces for guest parking.

18.Nuisances.

- a. No Unit Owner shall make or permit any noises, soot, odor or vibrations that will unreasonably disturb or annoy the occupants or any of the other Units. Nor shall a Unit Owner permit anything to be done that will unreasonably interfere with the rights, comfort, or convenience of other Unit Owners.
- b. Each Unit Owner shall be charged with the responsibility of directing his tenant(s), guests and invitees to comply with the Association's Declaration, Bylaws and these Rules and Regulations!

19.Outdoor Holiday Lighting and Decorations. Decorations that prove to be a nuisance, produce excessive glare or noise or endanger the health and welfare of the community, visitors or residents are not permitted. Outdoor holiday lights associated with Christmas, Hanukah, etc. shall not be installed and illuminated before Thanksgiving and must be turned off

completely and removed by January 15<sup>th</sup>. Other holiday decorations associated with Halloween, Valentine's Day, etc. should be displayed for no longer than thirty (30) consecutive days.

20. Pets. No animals, livestock, pigeons or poultry of any kind shall be raised, bred or kept on any Unit or in any Unit with the exception of dogs, cats or other common household pets (no exotic animals) provided that they are not kept, bred or maintained for any commercial purpose. No more than three (3) common household pets will be allowed in any one Unit, unless otherwise approved in writing by the Executive Board. Animals shall not be housed outside of any Unit. When outside, animals shall be leashed and the Unit Owner shall be responsible for cleanup. Pets shall not be left unattended outside for any reason. Dog owners will be responsible for keeping their pets from barking unnecessarily and disturbing their neighbors. When walking your dogs, please curb them and be sure to clean up after them.

21. Regrading.

- a. No Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any substantial digging or earth moving or regrading operations of any nature without first obtaining permission from the Executive Board. This is intended as protection against inadvertent disruption of surface drainage, underground services and creation of a nuisance to other Unit Owners.
- b. Retaining walls and grading alterations which change the contour of the earth and/or water drainage patterns must be submitted to the Executive Board, with complete details including sketches, for approval.
- c. Unit Owners are responsible for verifying locations of all underground utilities and existing easements and bear total responsibility for any and all service interruptions directly attributable to work performed on their property. Unit Owners can contact Pennsylvania One Call free of charge at 1-800-242-1776 to verify underground utility locations. There is a fee for contractor requests.

22. Signs, Banners, etc. No sign, banner, flag, billboard or advertisement of any kind shall be erected on the Unit except for a single For Sale sign in a Unit mulch bed or an American flag not to exceed 3' x 5'.

23. Statues, etc. No statues, lawn ornaments, sculptures, birdbaths or similar objects may be affixed or placed in front or side private yards without the express approval of the Executive Board.

#### D. COMPLIANCE WITH RULES AND REGULATIONS

It is hoped and anticipated that all Unit Owners will comply with the Rules and Regulations as they are outlined in this document, since they are intended to preserve the character of the Community and the properly values of each Owner. In the event that a situation arises where violations have taken place, it is the responsibility of the Executive Board to enforce the established rules in a consistent fashion according the process outlined in the following enforcement procedures.

#### E. ENFORCEMENT PROCEDURES

1. Reporting Violations. Complaints concerning violation of the Rules and Regulations, or any provisions of the Association's Declaration and Bylaws, by a Unit Owner or tenant must be submitted, in writing, to the Executive Board through the Management Company, signed by the Unit Owner or tenant. The complaint must be in sufficient detail to determine whether a violation has occurred. Complaints may be forwarded to the Management Company via US mail, fax or email.
2. Investigation. A member of the Executive Board, committee member or representative of the management company shall investigate the complaint to determine whether there is reasonable cause to believe that a violation has occurred.
3. Initial Violation Notice/First Notification. The Association will send a written notice describing the violation to the Unit Owner and/or tenant, instructing them to correct the violation or respond within a maximum of ten (10) days. If a violation is not corrected within the amount of days detailed in the letter, or if the Unit Owner has not contacted the Executive Board in writing concerning the violation, the Executive Board will proceed further with the enforcement procedures.
4. Second Notification. If no response or correction concerning the violation is performed within the amount of days of the written warning, a letter will be sent to the Unit Owner and a One Hundred Dollar (\$100.00) fine will be assessed to the Unit Owner.
5. Third Notification. If no correction or response within thirty (30) days after the second notification, another letter will be sent to the Unit Owner, and a Two Hundred Fifty Dollar (\$250.00) fine will be assessed to the Unit Owner.

**If after the third offense the situation has not been resolved, the Executive Board has the authority, as established by the Bylaws, to initiate any or all corrective action at the Unit Owner's expense. Thus, it would be to each Unit Owner's benefit to abide by the Rules and Regulations, as well as resolve violations prior to elevating to this extreme.**

6. Fines and Penalties. Depending upon the seriousness of the violation, the Executive Board has the right to impose larger fines if the violation or

problem disregards the safety of the residents, is in complete disregard of the Association and adjoining neighbors and/or in violation of the Association's Declaration or Township ordinances. Depending upon the seriousness of the violation, the fine could either be enacted for each incident or a fine charged for each day that the violation remains uncorrected. The penalties for the Unit Owner could include loss of Association privileges. The Executive Board has full authority in establishing the amount of fines and loss of privilege penalties. The amount assessed is due upon receipt of the notice.

**If the situation persists after the third notice, fines in the amount of Two Hundred Fifty Dollars (\$250.00) will be assessed to the Unit Owner's account every thirty (30) days.**

7. Hearing. All Association Unit Owners and tenants shall have the right to a hearing, which could either be conducted by a committee responsible for Rules and Regulations enforcement or by the Executive Board. If a hearing is conducted by a committee, the Unit Owner or tenant may appeal the committee's decision to the Executive Board. Any decision made by the Executive Board is final.
8. Noncompliance. In the event that a Unit Owner or tenant does not comply with the violation notice and/or does not pay the amount assessed by the Association, the Executive Board may file legal action against the Unit Owner for collection of the fines and compliance with the Association's Declaration, Bylaws, and Rules and Regulations. Any expense associated with legal action and the collection of fines incurred by the Association shall be added to the complaint and become the responsibility of the Unit Owner to pay. If a judgment awarded by the court remains unpaid, the Executive Board may place a lien for the amount of the judgment, plus costs, against the Unit Owner's property.

APPENDIX A

**GARDEN VILLAGE PLANNED COMMUNITY ASSOCIATION  
CHANGE REQUEST FORM**

Name of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_

Email: \_\_\_\_\_

Please note that the Board has thirty (30) days to respond to your request.

Description of Proposed Change or Modification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A SKETCH OF THE PROPOSED ALTERATIONS MUST BE DRAWN TO SCALE ON A SEPARATE PIECE OF PAPER NOT LESS THAN 8-1/2" X 11" WITH ALL PERTINENT DIMENSIONS NOTED.

\_\_\_\_\_

Approval of the request is granted with the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

Request for approval is denied for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_

BOARD OF DIRECTORS:

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOLLOWING REVIEWED BY AND APPROVAL OF THE BOARD OF DIRECTORS, THE UNIT OWNER IS RESPONSIBLE FOR OBTAINING ANY APPLICABLE PERMITS FROM PLUMSTEAD TOWNSHIP.

Mail to: 975 Easton Road, Suite 102, Warrington, PA 18976

APPENDIX B

**GARDEN VILLAGE PLANNED COMMUNITY ASSOCIATION  
LEASING PROCEDURES**

- A. A unit may be leased subject to review by the Executive Board to ensure compliance with lease requirements. For this purpose, a copy of the lease, together with a \$50 review fee, must be submitted by the homeowner to the management company, within ten (10) days of its execution.
- B. All leases must be in writing for a term not less than one (1) year. Subleasing is prohibited. No transient tenants may be accommodated in any unit.
- C. The unit owner must attest to the fact that the homeowner and tenant have signed a document, agreeing to abide by the Rules and Regulations of the Association. Failure to provide attestation will cause the lease to be considered a non-approved lease, subject to fines.
- D. The owner, together with the tenant, will be held responsible for any breach of Rules and Regulations, and the homeowner will be held responsible for payment of any fines or assessments incurred, as a result of such breach. The homeowner shall notify the Association Management Company of his or her current address within ten (10) days of the execution of the signed lease.
- E. The attached form, copy of lease and \$50 review fee are to be forwarded to the Association as follows:

Return to:  
Garden Village Planned Community Association  
975 Easton Road, Suite 102  
Warrington, PA 18976

**GARDEN VILLAGE PLANNED COMMUNITY ASSOCIATION  
TENANT REGISTRATION FORM**

**ASSOCIATION UNIT ADDRESS** \_\_\_\_\_

**UNIT OWNER(S):**

**NAME(S)** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PHONE# (HOME)** \_\_\_\_\_ **(CELL)** \_\_\_\_\_

**TENANT(S):**

**NAME(S)** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PHONE# (HOME)** \_\_\_\_\_ **(CELL)** \_\_\_\_\_

**LEASE START DATE** \_\_\_\_\_ **LEASE END DATE** \_\_\_\_\_

**AUTOMATIC RENEWAL**                      **YES** \_\_\_\_\_                      **NO** \_\_\_\_\_

As the Landlord/Owner of the above referenced unit in the Garden Village Planned Community Association, I verify that the above information is correct and I have provided a copy of all necessary Association Rules/Regulations/Restrictions to my tenant. As the Landlord/Owner I am responsible for the actions of my tenant and any guests or occupants of the unit. **I have attached a copy of my written lease agreement as required by the Association's Declaration.**

**Owner Signature(s)** \_\_\_\_\_ **Date** \_\_\_\_\_

As the Lessee/Tenant of the above referenced unit in the Garden Village Planned Community Association, I verify that the above information is correct and I have received a copy of the Association Rules/Regulations/Restrictions and agree to abide by same.

**Tenant Signature(s)** \_\_\_\_\_ **Date** \_\_\_\_\_

LEASE INCLUDED

\$50.00 REVIEW FEE INCLUDED, MADE PAYABLE TO GARDEN VILLAGE