

RULES AND REGULATIONS

OF

**WESTMINSTER ESTATES,
A PLANNED COMMUNITY**

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Except as may be specifically defined herein, the terms herein shall have the same meanings as defined in the Declaration of Planned Community of the property known as **WESTMINSTER ESTATES, A PLANNED COMMUNITY**, a Planned Community created under and subject to the Pennsylvania Uniform Planned Community Act (the "Act"). All present and future owners, mortgagees, lessees and occupants of the Lots and of the Common Elements and their agents, employees, guests, and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof.

A. DEFINITIONS

1. "Association" is the Lot Owners' association of the Planned Community which shall be known as the "WESTMINSTER ESTATES HOMEOWNERS ASSOCIATION".
2. "Bylaws" means Bylaws of the Association.
3. "Common Elements" are all portions of Property except the Lots.
4. "Controlled Facilities" means any portion of the Property which is (a) described as such in the Act and/or (b) identified as such in the Declaration, and/or (c) identified as such on the Plats and Plans.
5. "Declaration" is the Declaration of Planned Community, as the same may be amended from time to time.
6. "Executive Board" is the Executive Board of the Association.
7. "Lot" is a lot as described in the Declaration and shown in the Plats and Plans.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration of Planned Community and the Bylaws and may be enforced in accordance with those documents and the Act.
2. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
3. The Lots, Common Elements and Controlled Facilities shall be used only for the purposes set forth in the Declaration, Bylaws and these Rules and Regulations.
4. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Lots in the development or do or permit anything to be

done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, radios, fireworks, discharge of firearms, etc.

5. Lot Owners or occupants are responsible for any property damage caused by their families, pets or guests.
6. Lot Owners will be responsible for all damage to any other Lots, the Common Elements or to the Controlled Facilities resulting from such Lot Owner's failure or negligence to make any necessary repairs to his Lot.
7. Each Lot Owner is solely responsible for the proper care and maintenance of his Lot. Maintenance of the Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a limited Common Expense, as the Declaration provides.
8. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Common Element.
9. Bicycle riding is permitted on paved areas only.
10. Outdoor cooking is permitted in the rear area of the Lots only.
11. Playing games on streets is prohibited.

C. AESTHETICS

1. All personal property shall be stored within the Lots.
2. A "For Sale" sign or Security System sign may be placed on a Lot or in the window of the dwelling. No other signs are permitted unless authorized by the Executive Board. An "Open House" sign of a standard real estate tent type is permitted in the Lot Owner's driveway and displayed for a maximum of four hours on the day of the open house.
3. Small flowering and non-flowering plants may be planted in sidewalk and veranda areas without prior approval to supplement existing shrubs and small trees. However, large decorative shrubs must be compatible with the landscaping plan and may be planted only after prior written approval has been obtained.
4. Driveways, sidewalks, porches and stoops shall be kept free of trash, trash cans and debris.

5. No Owner or Tenant shall repair or restore any vehicle while on Common or on Controlled or Limited Controlled Facilities.
6. Awnings, decks, hedges, walls and fences must be approved by Declarant or the Executive Board.
7. Outbuildings and Outdoor Recreational Equipment. No playhouse, treehouse, toolhouse, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Declarant as to size, design, materials and location. The Declarant reserves the right to prohibit any of the same if, in the opinion of the Declarant, it would constitute a nuisance to Owners of other Lots within the Plan.
8. Front yards shall be landscaped within ninety (90) days after closing, weather permitting. All driveways shall be paved with concrete, asphalt, brick or paving stone.
9. Any wooden sheeting materials must have prior approval.
10. No front porch shall be used for the storage of any item except normal porch furniture. No front yard shall be used for storage of any item. This restriction shall not apply to building materials and/or equipment stored on the Lot during construction of the dwelling.
11. Air-conditioning and heating equipment should be located in such a manner so as to provide minimum visual impact from other Lots.
12. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.
13. No swimming pools or tennis courts shall be permitted on any Lot unless approved as to location, material and design by the Declarant, and/or the Executive Board. All hot tubs and spas must be in-ground or incorporated into a deck with enclosed sides and privacy fencing.
14. No outdoor clothes drying apparatus of any sort is permitted.
15. All mailboxes and lamp posts must be of a uniform design, style and color as determined by the Executive Board.

D. GARBAGE REGULATIONS

1. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot.
2. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection.
3. Receptacles must be removed from the curb side the day of the pick-up.
4. Trash pick-up will be on the day specified by the service provider.
5. No incinerators shall be kept or maintained on any Lot.

E. SAFETY

1. No Lot Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within his Lot.
2. No Lot Owner or occupier shall discharge any toxic, non-biodegradable substance into stormwater sewers or open drainways.

F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.

G. USE RESTRICTIONS

1. Dwellings are to be used as single family dwellings ONLY.
2. No business, industry, trade or occupation, excepting only limited professional activities as permitted by Cranberry Township and approved by the Executive Board, shall be conducted, maintained or permitted on any part of the property.
3. No animals of any kind may be raised, bred or kept in the Planned Community except as stated under Section J, "Pets."
4. No Lot Owner or occupier shall permit anything to be done or kept in his dwelling or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

H. LEASING

A Lot Owner may lease or sublease his dwelling (but not less than the entire dwelling) at any time provided that:

- a. No dwelling may be leased or subleased for transient or hotel purposes.
- b. A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
- c. Lessors are fully responsible for their tenant's adherence to the Declaration, Bylaws, these Rules and Regulations and the Act.

I. REGULATION OF TRAFFIC AND PARKING

1. Only licensed motorized vehicles are allowed in driveways.
2. No motor-homes, boats, or the like shall be parked in the driveways or streets in excess of a forty-eight hour period per month.
3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways; no auto shall be stored under protective covering during the winter months in the driveways.
4. No vehicle which is undrivable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will be towed in accordance with WESTMINSTER ESTATES' schedule of violations.

J. PETS

1. Household pets may be maintained in a dwelling so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets. No pets may be maintained outside the dwelling.
2. All pets must be registered and inoculated as required by law.
3. Each Unit Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.

4. Pets must be leashed and accompanied by a responsible adult at all times.
5. Lot Owners must comply with all ordinances of Cranberry Township governing pets.
6. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
7. Lot Owners must promptly clean up their pets' droppings.
8. The Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner.

WESTMINSTER ESTATES PLANNED COMMUNITY ASSOCIATION
SCHEDULE OF VIOLATIONS AND PENALTIES

<u>CATEGORY/ VIOLATION</u>	<u>1ST NOTICE</u>	<u>2ND NOTICE</u>	<u>3RD NOTICE</u>
Structural and Architectural Grounds	Written request for compliance within 14 days and notice of consequences of inaction	After 14 days a \$25.00 fine will be imposed	After 30 days a contractor will be hired by the Association to correct at Lot Owner's expense
Garbage	Written request for compliance and notice of consequences of repeat violation	A \$25.00 fine will be imposed for a second violation	A \$35.00 fine will be imposed for each subsequent violation
Pets (general)	Written request to pet owner for compliance and notice of consequences for subsequent violations	A \$25.00 fine will be imposed for a second violation	A \$35.00 fine will be imposed for each subsequent violation
Pets (damage to lawn and shrubs)	Written request to pet owner for damage repair within 30 days and notice of consequences for inaction	A \$25.00 fine will be imposed and owner will be billed for the costs of repair	A \$35.00 fine and costs will be imposed
Lease Violation (copy not filed with Planned Community Association)	Written request for signed copy within 30 days	After 30 days, fine of \$25.00/month until the lease is received	
Vehicle Parking (on lawn)	Written request for compliance and notice of consequences of inaction	\$25.00/day fine plus costs will be imposed	

Motor homes, boats
and trailers

Written request for compliance
within 7 days and notice of
consequences of inaction

After 7 days a \$25.00/day fine will
be imposed

Stored/unmoved
vehicle

Written request for compliance
within 7 days and notice of
consequences of inaction

After 7 days Municipality Police will
be notified to tow, vehicle owner
will be billed

Undrivable vehicle

Vehicle ticketed and/or written
request for compliance within 72
hours

After 72 hours Municipality Police
will be notified to tow, vehicle
owner will be billed