

RULES AND REGULATIONS
OF
WASHINGTON SQUARE
A PLANNED COMMUNITY

RULES AND REGULATIONS OF WASHINGTON SQUARE

Unless more specifically defined herein, the terms used in these used in these Rules and Regulations shall have the same meanings as defined in the Declaration of Planned Community of the property known as WASHINGTON SQUARE, a Planned Community, created under and subject to the Pennsylvania Uniform Planned Community 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.

These Rules and Regulations have been updated on October 15, 2020. Bold text is used to indicate rules that are new or have been changed since the previous version of the Rules and Regulation.

A. DEFINITIONS

1. “Association” is the Lot Owners’ association of the Planned Community which shall be known as the “WASHINGTON SQUARE HOMEOWNERS ASSOCIATION.”
2. “Building” or “Buildings” refers to any building located on the Property.
3. “By-Laws” means By-Laws of the Owners Association
4. “Common Elements” are all portions of the Property except the Lots.
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. “Owner” shall mean and refer to any owner of a Lot in the Neighborhood.
8. “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 By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations at any time from time to time.

3. The Lots and Common Elements shall be used only for the purpose set forth in the Declaration and By-Laws.
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 Planned Community 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. Owners are responsible for any property damages caused by their families, pets or guests.
6. Owners will be responsible for all damage to any other Lots or to the Common Elements resulting from such Owner's failure or negligence.
7. Each 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 as the Declaration Provides.
8. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed in the Common Elements.
9. Bicycle riding or skateboarding is permitted on paved areas only or on trails only.

C. AESTHETICS

1. Holiday decorations must be removed within a reasonable time after the holiday.
2. Driveways, sidewalks, stoops shall be kept free of trash, trash cans and debris.
3. Except as required by law or applicable FCC regulation, no radio or television antenna and/or satellite dish shall be erected or installed on the exterior walls of a dwelling or on the Lot or Common Elements, including the roof, by and Lot Owner. All permitted antenna or dishes must be in a location not visible to the front of the home.
4. No Owner shall repair or restore any vehicle while on the Common Elements.
5. No signs of any character shall be erected, posted or displayed on any lot, except:
 - (a) Marketing signs installed by the developer or Ryan Homes while actively marketing lots for sale;

- (b) Street and identification signs installed by the Association or the Declarant; and
 - (c) One temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot/Home is on the market.
 - (d) **Nothing in this section shall prohibit residents from displaying a political sign, no larger than 18" x 24", endorsing a candidate for office during an election year.**
- 6. Owners shall be required to maintain their Lot in good repair and maintenance.
 - 7. **Produce-bearing plants are restricted to the rear yard of the dwelling.**
 - 8. **Any covering over a garden, such as a canopy, must be approved by the Board.**

D. GARBAGE REGULATIONS

- 1. Garbage may not be placed at the curb until after **5:30 PM** on the day prior to pickup.
- 2. Receptacles must be removed from the curb side the day of pick-up.
- 3. Trash pick-up will be on the day specified by the Borough of Jefferson Hills.
- 4. **Garbage must be bagged and stored in receptacles.**

E. SAFETY

- 1. Walk-ways and Driveways within the Public Easements shall not be obstructed.
- 2. No Lot Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within his Lot.

F. STRUCTURAL

- 1. No Common Elements shall be altered without the prior written consent of the Executive Board.
- 2. Each Lot Owner is responsible for maintaining, repairing and replacing any sidewalk, walk-way or driveway located in the public right-of-way adjacent to the Lot.

G. USE RESTRICTIONS

1. The Lots are used for single family Lots ONLY.
2. No business, industry, trade or occupation, **which increases pedestrian or vehicular traffic**, excepting only limited professional activities within a Lot as permitted by the Borough of Jefferson Hills and approved by the Executive Board, shall be conducted, maintained or permitted in any part of the Planned Community.
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 Owner or occupier shall permit anything to be done or kept on his Lot or in the Common Elements which will violate any law, statute, ordinance, or regulation of any governmental body.

H. LEASING

An Owner may lease or sublease his Lot at any time provided that:

- a. Lot Owners are fully responsible for their tenant's adherence to the Declaration, By-Laws, these Rules and Regulations.

I. REGULATION OF TRAFFIC AND PARKING

1. Only licensed motorized vehicles are allowed in driveways and streets of the Planned Community. **ATVs, dirt bikes, and similar vehicles are not allowed to be operated on the roadways and Common Elements**
2. Parking of automobiles in streets shall only be permitted for visitors of Owners and only during the period of the visit.
3. No recreational vehicles, motor-homes, boats, or the like shall be parked in the driveways or streets in excess of one (1) forty-eight (48) hour period during any one (1) calendar month period.
4. No vehicles of any kind NOT utilized on a daily basis shall be "stored" in the driveways or streets.
5. No vehicle which is un-driveable, 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 the Schedule of Violations and Penalties set forth in these Rules and Regulations.

J. PETS

1. Household pets may be maintained so long as it is 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 unreasonable number of pets.
2. No external compound cages, kennels or hutches are permitted.
3. Pets must be leashed and accompanied by a responsible adult at all times while in the Common Elements. Leashed may not exceed six (6) feet in length.
4. Pets cannot be located on any Lot for commercial purposes.
5. All pets must be registered and inoculated as required by law.
6. Each Lot 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.
7. Owners must comply with all ordinances of the Borough of Jefferson Hills governing pets.
8. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages caused by their pets.
9. Lot Owners must promptly clean up their pets' droppings.
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Owner. After two (2) written warnings to the Owner, no sooner than 14 days apart, fail to correct the violation.

WASHINGTON SQUARE ENFORCEMENT POLICY

I. COMPLAINTS:

(A) All complaints must be made in writing and submitted to the Property Manager. Such complaints may be submitted by email, facsimile or regular mail. The Property Manager will direct all written complaints and/or violations to Council, who will then review and investigate the complaints with the Property Manager.

(B) All written complaints must state the following:

- (i) The name, address and contact information for the complainant(s) i.e. the individual or individuals reporting the violation).
- (ii) Nature of the violation personally observed by the complainant.
- (iii) Date and approximate time of the violation.
- (iv) Approximate location of the violation, if necessary.
- (v) Name and unit address of the alleged party in violation, if known.
- (vi) Any other information that may assist the Executive Board in resolving the violation, if any.

(C) The name(s) of the complainant(s) will not be disclosed unless and until such time as it may be necessary to resolve the subject violations by virtue of a court action or other legal action.

II. ENFORCEMENT ACTION FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, AND/OR THE RULES AND REGULATIONS.

(A) The Executive Board has a duty to enforce the provisions of the governing documents of the Association. The following procedure will be followed in the event that the Executive Board receives a written complaint or in the event that the Executive Board or the Property Manager recognizes a violation of the terms of the Declaration, By-Laws and/or the Rules and Regulations:

- (i) Except in the event of an emergency or a risk to the health and safety of the residents or Common Areas, the Executive Board or its authorized representative shall send a letter to the Unit Owner identifying the nature of the violation and requesting compliance within ten (10) days. In the event that the subject violation is a one-time violation, the Unit Owner will be asked to cure the violation and refrain from taking such action in the future. If the subject violation is the result of an unauthorized alteration, the area must be restored to its prior condition within ten (10) days, or a longer period established by the Executive Board, at its sole discretion, due to unique circumstances.

- (ii) If the Unit Owner does not comply with the terms of the Executive Board's initial letter within ten (10) days or a longer period established by the Executive Board, a second notice will be sent confirming that continued non-compliance will result in the levying of a fine in an amount established by the Executive Board. This notice will advise the Unit Owner of the right to a hearing before the Executive Board.
- (iii) Prior to levying of any fines, the Unit Owner is entitled to a hearing before the Executive Board. The Unit Owner must request a hearing, in writing directed to the Property Manager, within ten (10) days of the second notice referenced in subparagraph (ii) above. Failure to request a hearing within ten (10) days of the date of said notice will result in the automatic waiver of a right to a hearing, and fines will be levied in the amount established by the Board. If a timely written request for a hearing is received, the Executive Board shall schedule a hearing within ten (10) days of receipt of the request.
- (iv) In the event of a violation which constitutes of an emergency or a risk to the health and safety of the residents or Common Areas, in the sole discretion of the Executive Board, the Executive Board shall have the right to immediately cure the violation and assess all expenses, attorney fees and/or court costs against the subject Unit.
- (v) Should any fines remain unpaid and/or violations remain unabated, the Executive Board, at its sole discretion, shall have the authority to turn the matter over to legal counsel for the Association.
- (vi) All expenses, including reasonable attorney fees and costs, incurred by the Association in connection with violations shall be the responsibility of the violating Unit Owner. All fines, attorney's fees and costs represent a lien on the Unit.
- (vii) Failure of the Executive Board to enforce a violation in compliance herewith shall not be deemed a waiver of the right to do so.

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Washington Square Homeowners' Association