

WESTRIDGE ESTATES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

PART I: RULES & REGULATIONS:

SEE PART II FOR APPROVED ARCHITECTURAL SPECIFICATIONS:

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Introduction

The governing documents of the Community (Articles of Incorporation, Declaration of Covenants and Easements, Conditions and Restrictions, By-Laws) and Pennsylvania statutes authorize the Board of Directors of Westridge Estates Homeowners Association to promulgate rules and regulations for the use and regulation of the common areas, to provide an assessment and fine procedure for violations of the governing documents, and to allow all residents of Westridge Estates to experience the quiet enjoyment of their homes. Accordingly, the following Rules and Regulations have been adopted by the Board of Directors and shall become effective immediately. This document is not intended to limit the generality of,

or to run counter to, the provisions of the *Declaration of Covenants*, which remain the basic governing principles of the community.

Each Unit/Garage owner should receive a copy of the Declaration of Covenants at the time of settlement. If an owner does not have a copy of the *Declaration*, please contact the Association's Management Company.

General

1. Only owners, their immediate family, tenants or guests may occupy Dwellings.
2. No Unit may be used for any commercial, business or profit-making purpose (except Board of Directors approved garage and yard sales) that draws traffic (foot or vehicle) or in violation of any ordinance or law.
3. Owners are responsible for the actions and conduct of family members and guests who must fully comply with these Rules & Regulations. Owners are also similarly responsible for the actions of their tenants and their tenants' guests.
4. Children are not allowed to play in traffic areas, mulched or planted beds, in, or on the retaining walls.
5. The use of Hard balls (golf, baseballs, etc) are prohibited in the common areas due to the restricted space for games and the potential for injury or property damage. Soft surface balls (tennis, Wiffle, Nerf, etc. are permitted).
6. No resident shall make or permit to be made, any unreasonable noise that disturbs other residents.
7. No noxious, unsightly or offensive activity, including vehicle repairs and maintenance, shall be conducted on the Townhouse Parcel or on any portion of the Common Area by any Resident or Owner, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance of the Residents of Westridge Estates.
8. No door-to-door solicitation is permitted. Residents are urged to report violators to the Management Company.
9. No hazardous, combustible or dangerous materials may be kept in the Dwellings and garages or stored anywhere on the common areas, with the exception of propane tanks for outdoor gas grills, which may be stored on the patio/deck.
10. Paint, toxic liquids or like substances are forbidden from being dumped into any storm drain or on any common area.
11. No sign, other than signs erected by the Declarant, of any kind shall be displayed to the public view on the Townhouse Parcel or on any Dwelling Unit or Garage Unit except for one (1) sign containing not more than one hundred forty-four (144) square inches identifying the Owner or Resident, and one (1) temporary un-illuminated sign containing not more than six (6) square feet advertising a Dwelling Unit or Garage Unit for sale or rent.
12. Contractors or others employed by an owner or resident shall be permitted to work in any Unit or on the common areas only between the hours of 8:00 a.m. and 6:00 p.m., unless there is an emergency need. Residents should be mindful to advise contractors of our Rules and Regulations.
13. Moving vans and delivery trucks are permitted only between the hours of 8:00 a.m. and 8:00 p.m. Such vehicles are not allowed to park on or cross the tended lawn areas. The Unit Owner shall pay any damage to the grounds caused by the move or delivery.
14. Each owner whose Unit has a fireplace is responsible for ensuring that the chimney is inspected, cleaned and maintained in a safe condition. Annual chimney inspection by a qualified "sweep" is recommended. Unit Owners may be held personally responsible for all damages resulting from a chimney fire. The Board of Directors may, at any time, request written documentation of chimney inspections.
15. No garage unit shall be converted to any other purpose so that the same cannot be used for the parking of motor vehicles unless and until the Board of Directors has first granted permission for the same.

16. Detached Garages Units may not be used for residing, cooking, sleeping, drinking of alcoholic beverages or for the consuming or manufacturing of drugs or for any other unlawful activity.
17. Installation of any operating electrical appliance, including freezers, space heaters, large mechanical tools and the like is prohibited in Detached Garage Units without prior written consent of the Board of Directors and separate metering facilities at the expense of the Detached Garage Unit Owner. A Detached Garage Unit Owner may install a garage door opener without separate meter.
18. The chimney enclosure is part of the Common Area (Board approved 11/19/97 as amended 5/1/2007).
19. No Unit Owner shall supervise, direct or attempt to assert control over agents, servants, contractors or employees hired by the Board or Managing Agent to perform any function or service for or on behalf of the Association.
 - a. Any complaints or comments regarding the maintenance or condition of the common area shall be directed in writing to the Managing agent.

Appearance of Buildings

Exterior changes, which require specific Board approval, include, but are not limited to:

Exterior Lighting (Except Holiday)	Common Area Alterations
Storm Doors	Exterior Painting & Carpeting
Handicapped Devices	Board Approved Specifications
Rear Deck Enclosures & Rear Exterior Shades	

The Board must approve all allowed exterior changes **before** any work may begin. Required specifications for such changes must be obtained from the Management Company. **Changes may not be implemented until written Board approval is received.** On completion, the Management Company will inspect to determine compliance with the specifications.

In the event the Board of Directors fails to approve or disapprove such change or additions within sixty (60) days after said plans and specs have been submitted to it, approval shall be deemed to have been **denied**.

1. Awnings and window air conditioners are not permitted (except for retractable awnings approved in a later section of these rules and regulations).
2. Drying or airing of clothing or bedding is not permitted outside of any Unit, including patio or deck areas. No clothes handling devices such as lines, reels, poles, frames etc. are permitted.
3. Exterior lighting may not be installed without the approval of the Board of Directors. (Exception: see Holiday Lighting).
4. Seasonal holiday decorations may be displayed between December 1 and January 15 (also see Holiday Lighting). All other holiday decorations may be displayed no more than 15 days prior to the holiday and must be removed within 15 days after the holiday.
5. Seasonal wreaths or sprays are permitted on front doors provided they are hung from door-hangers.
6. Each Unit Owner, within 60 days of settlement, must provide each window with curtains, blinds, draperies or shades, which are of an acceptable neutral color on the exterior side. No cardboard or paper may be used as window coverings at any time.
7. Approved storm doors are permitted with the pre-approval of the Board (see part II approved specifications).
8. The deck/patio of each Unit must be kept clean and neat. Decks/patio are not to be used for storage, including areas under decks.
9. Only patio furniture and/or furniture designed for exterior use, plants and barbecue grills are permitted on decks/patios. Regulations regarding firewood storage are in item # 10.
10. Firewood may only be stored neatly and safely in the rear of the buildings on decks or patios against the rear wall away from deck railings and patio edges. A maximum of 1/2 cord of firewood may be stored. Firewood may not be covered.

11. Exterior plants may be kept on the decks, patios or entranceway. Railing planters may be used on the rear decks only, provided they are not screwed to the wood. Hanging planters are allowed, provided they are attached to the underside of the roof overhang and not the rain gutters.
12. Stair towers are the property of the first floor homeowners, but the second floor homeowner has an easement for the use of the stair tower and therefore must maintain it.
 - a. Stairwells and surrounding areas are to be free and clear of all personal items. All personal items must be stored in the storage area provided.
13. No materials may be stored in the public utility areas.
14. The electrical closet at the end of each Terrace building is not to be used for any storage purpose. Any personal items found in the utility closets will be removed and stored for 30 days. Any items unclaimed in 30 days will be discarded [this sentence added BOD 21 Jan 2009].
15. Bird feeders are permitted in the footprint of the home provided a protective mat is placed under the feeder to prevent damage to the deck below.
16. Only Calcium Chloride can be used to melt ice during winter months. Use of rock salt is **not permitted** due to the damage it causes to sidewalk areas. Damaged areas may be assessed to Unit Owner.

Appearance of Grounds

The Westridge Estates Homeowners Association owns all land outside of each unit. Each Unit Owner has exclusive use of the Unit's patio and deck. All activities of residents on the common land shall remain far enough away from each Unit to respect the privacy and quiet enjoyment of other residents.

1. Unit residents shall keep the common areas adjacent to their Units free of trash and litter.
2. No modification or alterations to the common areas or the erection of any permanent structure may be made without the approval of the Board. If a modification (such as the planting of a tree) is allowed, that modification becomes the property of the Association.
3. Residents may plant flowering annuals in the mulched planting beds so long the beds are weeded, maintained and watered by the resident, subject to removal at the Board of Directors request.
4. No vegetable or fruit plants may be grown on any part of the common areas.
5. Owners are responsible for all damage to the common areas, shrubs and trees caused by the owners, their children, guests, tenants, pets and contractors.
6. Statuary, flags, lawn ornaments, bird baths, wind socks, wind chimes, etc. may be placed in mulch beds only.
7. Structures such as doghouses, tree houses, basketball backboards, aboveground swimming pools, hot tubs and storage sheds are not permitted on the common areas.
8. All objects brought out for temporary use such as tools, recreation equipment, bicycles, toys, baby carriages, playpens, wagons, lawn furniture, etc. must be put away when not in use and may not be left out overnight.
9. Articles that are left on the common area after the completion date indicated on the violation letter will be removed by the Property Manager and stored. If not requested to be retrieved by the homeowner within 30 days the articles will be disposed of.
10. Barbecue grills may be stored outdoors on rear deck or patio and may be used only at the rear of the unit or side porch of the Court end units.
11. The owner of each town home is responsible for the maintenance and upkeep of all items on the interior of the unit. They are responsible for all exterior aspects that fall within the footprint (perimeter) of the building including patios and decks. Homeowners are not responsible for the following as they are classified as part of the common area in the Declaration of Covenants and Easements, Restrictions and Conditions:

Walkways, planting beds	Gutters, downspouts
Roof structure or membrane (shingles, plywood, tar paper)	Soffit and ridge vent
Skylights	Crawl space or attic above unit

Maintenance Responsibilities for Dwelling Unit Building Exteriors

Under the Declaration of Covenants and Easements, Conditions and Restrictions of Westridge Estates, the Association is responsible for repairing and maintaining the roof structure and membrane including skylights installed by the Declarant, chimney enclosure wall vertical faces, roof plumbing vents, gutters, downspouts, soffit and ridge vent and the attic area (excluding loft areas made a part of second floor two bedroom units). The remaining materials (wood, stucco, stone, concrete, etc.) and components (e.g., doors, windows, louvers, shutters, etc.), which compose the exterior walls, porches, decks and patios of the building must be repaired and maintained by each homeowner whose unit of which they are a part. In addition, each homeowner is responsible to repair and maintain the individual exterior stairways (second floor Unit Owners) and the storage closet near the front entrance of the unit (as applicable). Each homeowner is also responsible to repair and maintain all exhaust vent lines and caps, which serve his/her unit, regardless of their location in or on the building's structure. All building materials and components must be repaired and maintained in full accord with the current Association standards.

Maintenance Responsibilities for Garage Building Exteriors

Under the Declaration of Covenants and Easements, Conditions and Restrictions of Westridge Estates, the owner of each garage unit is fully responsible for the repairs and maintenance on the exterior of his/her garage unit, excepting the roof structure and membrane, gutters, downspouts, soffit and ridge vent. All building materials and components must be repaired and maintained in full accord with the current Association standards.

Residents' Library

The BOD has approved the use of the built-in shelving in the Farmhouse as a "Resident's Library" for hardbacks and paperback books. The lower shelves will be reserved for children's books. Books can be donated or loaned during regular business hours. Board approved 12 Jun 2000.

Terrace Upper Unit Rear Deck Hazard Warning

(Added per Board approval 19 Mar 2008) In a letter dated October 16, 2007, the Board of Directors alerted all terrace homeowners to a potentially serious structural problem with the rear decks. The support beam that holds up the rear deck is encased within aluminum capping. It appears that water can infiltrate its way between the capping and the wood support causing the beam to rot and deteriorate. Additionally in a letter 29 Jul 2008 we advised all terrace home owners that we had received two reports of termite infestation in the support beams.

The Board of Directors directs all upper unit terrace owners to inspect their deck support beam(s) for deterioration due to water infiltration and termite/insect infestation and, if necessary, make the appropriate repairs as follows:

1. Open the capping from the bottom of the deck support beam and inspect for deterioration of the wood.
2. If damage is discovered, contact your downstairs neighbor for permission to immediately install temporary supports to hold up the deck for the safety of the residents, to avoid further damage and to facilitate repairs.
3. Do not use your deck until all repairs are complete.
4. Remove all of the capping and the deteriorated wood and replace with 2" x 12" pressure treated wood beams.
5. Upon completion of the wood replacement, cap the wood with Alcoa Liberty Elite - White color. DO NOT CAP THE BOTTOM OF THE BEAMS and caulk all the exposed capping seams. The bottom should be left open to allow moisture to escape and to allow air to dry the wood.
6. In addition, the single, vertical, corner support post installed under some end units that is currently encased in wood should be inspected for integrity, and, if necessary, should be replaced with a single 6"x 6" pressure treated post. The post should not be capped, but rather painted with Finnaren & Haley, Light Beige #2, Latex Gloss House Paint.

If no damage is discovered, then re-nail or replace the capping Alcoa Liberty Elite - White color but DO NOT REPLACE THE CAPPING ON THE BOTTOM OF THE BEAMS and caulk all the exposed capping seams. The bottom should be left open to allow moisture to escape and to allow air to dry the wood.

Terrace Lower Unit Owners Deck Support Post Warning, Those owners who live in a lower corner home, are responsible for and should inspect the single, vertical, deck support post installed under the beam and on their patio that is currently encased in wood. **If damage is discovered**, the lower unit owner should replace the deteriorated post with a new, single 6"x 6" pressure treated post. The post should not be capped, but rather painted with Light Beige #2, Latex Gloss House Paint available from Sherwin-Williams, 1010 Nut Road, Phoenixville, 610-933-0705.

Westridge Sewer Line Maintenance Policy

(Added per Board approval 19 Mar 2008) It is the responsibility of the Westridge Estates Homeowners Association to maintain in operating condition all of the sewer mains that serve all the homes in the community. It is the responsibility of the individual homeowner to maintain in operating condition the lateral sewer line that connects the sewer main to each home and all internal plumbing.

In the Terrace Units, the upper unit and lower unit share the use of a lateral line that connects them to the sewer main. For this reason, when a sewer problem develops it is the responsibility of both owners to address.

Recommended Steps to Take For A Sewer Problem in a Terrace Unit:

1. *Contact the unit owner either above you or below you about the problem.*
2. *Among the owners, chose a plumbing contractor and call them to make the necessary repairs. (Battavio B & F Service is familiar with the plumbing in the community and has 24-hour emergency service. They may be reached at 610-692-7960.)*
3. *Request that the plumber determine the cause of the problem.*
4. *It is the responsibility of unit owner(s) to pay for the repairs.*

In conclusion, this policy treats all Westridge Estates homeowners equally as it pertains to the maintenance and repair of the lateral sewer line.

Sewer Caution for Residents of Westridge Place South

Sewage from Westridge Place South homes is pumped up to the main sewer lines at a pump station located on Westridge Drive. It is important that only toilet paper be flushed into this sewer line or damage to the sewer pumps will occur and can **shut down your sewer system**. Do not flush feminine hygiene products, mops, Swiffer towels, etc. – only toilet paper **PLEASE!**

Water Damage Caution for All Residents

A leaking washing machine hose caused an HOA insurance payout of \$140,000.00 and a leaking icemaker hose caused \$5,000.00 damage. To prevent leaks and devastating loses please check all hoses and replace when necessary. In addition to rubber or plastic hoses you can obtain metal replacement hoses in most cases. You should periodically check and replace these hoses including those used for washing machine, refrigerator ice makers, etc. Also you should check for leaking faucets water heaters dishwashers, sump pumps, etc. You should consider purchasing water detector alarms to place near these devices and also consider installing a drip pan underneath your water heater.

Pets

All pet owners are required to abide by the following rules and regulations set forth by the Homeowners' Association concerning Pet Policy.

1. No more than one pet not to exceed 25 lbs. at maturity per household is permitted visiting or otherwise. The pet must be kept in the Dwelling.
2. Pets may not run at large. When being walked, pets must be on a leash and be under control of the owner at all times.

3. No stake, pet "house," fence, tether or other device may be erected on any deck, patio, building exterior or common area for the purpose of securing or restricting a pet to an area outside of the Dwelling.
4. Pets may not be kept, bred or maintained for commercial purposes.
5. All pet waste must be removed and discarded immediately. The Unit Owner shall be responsible to insure conformity with this rule no matter who may walk the pet.
6. Owners are responsible for any damage to the Common and Limited Common Areas caused by their pet or the pets of tenants or guests.
7. Pets may not cause a nuisance or unreasonable disturbance. Owners of such animals may be required to remove the pet permanently from Westridge Estates.
8. Pets that cause physical harm or endangerment to persons, other pets, real or personal property will be required to be removed immediately and permanently from Westridge Estates.
9. Pets shall be kept, maintained, and licensed in accordance with the regulations of the Health Department of the Borough of Phoenixville and Chester County and in accordance with the regulations of any and all other municipal bodies.

Traffic and Parking

1. Vehicle speed within the community shall not exceed 19 m.p.h.
2. Use of motorbikes, mini-bikes, ATVs, unlicensed and other similar vehicles is prohibited.
3. Each Dwelling is granted a maximum of two (2) parking spaces and a limit of two vehicles. If your unit has an attached garage, your parking spaces **are your garage and the pad in front of your garage**. If you do not have a garage, you are granted 2 parking spaces - one of these spots may not be in close vicinity to your unit due to frontage limitations.
 - a. Some areas in North and South Westridge Place utilize Board of Directors' assigned parking.
 - b. Guests arriving in multiple vehicles must park in the Farmhouse lot.
4. Commercial, non-passenger, or unlicensed vehicles in the common area are prohibited except when the vehicle is performing a service for a homeowner or the Association. A commercial vehicle is a vehicle whose appearance indicates that its primary purpose is to assist someone in the conduct and/or promotion of a business. Appointments and features, which are indicative of a commercial vehicle, shall include, but not limited to any of the following: Signage, Ladder racks, snow plowing apparatus, limited seating capacity, ladders, equipment, and tools normally a trade business, an axle, chassis, or enlarged tires to enable a vehicle to carry or tow extra weight.
5. Parking of trailers, boats, campers and RV's is not permitted in the common area.
6. Vehicles may not be parked on or driven on or over any lawn areas. In the event that an owner or owner's guest(s), including tenants, damage the lawn areas as a result of parking on or driving over the lawn areas, the owner will be responsible for the complete cost of such repair.
7. Vehicles shall not be parked in such a manner as to impede or prevent ready access by emergency equipment or other vehicles.
8. Abandoned vehicles are prohibited on the property. An abandoned vehicle is: a vehicle inoperable for more than 72 hours, parked illegally for more than 72 hours and a vehicle that does not have a valid registration plate, inspection sticker and title. Any violation of this rule is subject to an immediate \$75 penalty assessment and towing at the owner's expense.
9. No fluids or oils may be drained onto the common areas or into the storm or sewer system or creeks. Any violation of this rule is subject to an immediate penalty assessment of \$75 and costs.
10. All residents are expected to obey the traffic laws of the Commonwealth of Pennsylvania.
11. Vehicles in violation of any of the above rules are subject to being towed off the premises at the owner's expense.

Reserved Parking – Westridge Place North

Architectural Change Request approval required for any changes.

In 1993 the Board of Directors approved reserved parking for buildings R10 and R12 (odd number units 201 – 219). There were only 16 spaces in front of the buildings and frequently there were no spaces available to park in front of the buildings R9 and R11. At the residents' request, the Board permanently assigned one parking space for each unit in buildings R10 and R12 and marked them as "reserved." The Board also created five (5) spaces around the mailbox island, which then provided twenty-one (21) spaces for these two buildings (two spaces per unit plus one visitor space.) In addition there are seven spaces on the east side of the street available for visitors of all four buildings.

Buildings R9 & R10 are to utilize your assigned parking spaces in your garage and driveway. Do not park around the mailbox island of the east side of the street.

Buildings R10 & R12 are to utilize only the 16 spaces in front of your building and the mailbox island for your vehicles.

Parking Agreement – Westridge Place South

Homes with attached garages: On July 22, 2002 the board advised that it was acceptable to the board to permit "on street" parking on Westridge Place South of a maximum of one vehicle. However, homeowners with attached garaged are encouraged to make every effort to park in the garage and pad in front, particularly when away on trips to leave as many on street spaces open as possible for visitors, other homeowners and to enhance re-sale appearance. It must be understood that this agreement may be rescinded at any time, since the board interprets our Declaration to restrict the two parking spaces permitted for homes with detached garages to the garage and the pad in front of the garage. (Added per Board approval 19 Mar 2008)

Sale and Lease

1. As per Pennsylvania State Law, it is the obligation of Sellers (whether through an agent or otherwise) to provide copies of the Westridge Estates Homeowners Declaration of Covenants, the Bylaws and the Rules and Regulations.
2. Prior to settlement, Sellers must purchase a resale (Estoppels) certificate from the Management Company, in accordance with Section 5407 of the Pennsylvania Uniform Planned Communities Act, reporting all fees, assessments and fines have been paid and are current and no outstanding violations of the governing documents exist. The Association charges \$50 for Estoppels Certificates related to sales or units and \$35 for refinancing of units (Board approved effective 1/1/91).
3. All lease agreements between an Owner and a Tenant shall be in writing and shall provide that the terms thereof shall be subject in all respects to the three governing documents of the community, and that any failure by the tenant to comply with the terms of such documents shall constitute a default under the lease.
4. All leases must be for a term of at least one year.
5. A copy of the lease must be provided to the Management Company within 10 days after its execution. The copy must include the name and phone number of the tenant and the make, model and license number of all tenant's vehicles. The owner must provide the Management Company with a statement signed by the tenant as follows:

"I/we _____ (Tenants), have received, read, understand and agree to comply with all Westridge Estate's governing documents including the Rules and Regulations. I/we understand that a violation of any covenant or rule is also an event of default of my lease, which may terminate the lease. _____ (Signature and date)."

6. All new and renewal leases must have the following clauses:

"Lessee hereby agrees to be bound by all terms and conditions contained in the <i>Declaration of Covenants and Easements, By-Laws, Amendments and Rules and Regulations</i> governing the Homeowners Association, as shall apply to the unit or garage leased hereunder. This shall include all future revisions."
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"Lessee further agrees that he shall not sublet or assign this lease."
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“Lessor has the right to terminate the lease if lessee does not conform to the rules, and lessee agrees that lessor has the right to demand possession within two weeks of the lessee receiving termination notice.”

Trash/Recycling

The trash/recycling program that is in place is intended to provide a convenient method for the deposit of trash and recycling materials with the minimum effort of all residents.

This program is monitored by the on-site personnel as well as the Association's trash hauler, and is governed by the Commonwealth of Pennsylvania. We shall anticipate and appreciate every resident's cooperation on the following items.

1. Trash must be placed in a sealed trash bag and deposited in the container designated specifically for trash or a specific recyclable which containers are provided for and maintained by the Association.
2. No garbage, refuse, rubbish, furniture, trees or cuttings shall be deposited on any lot, street, sidewalk, patio, porch or parking area or within any garage unit, but must be placed inside - not adjacent to, near or outside of - the refuse/recycle containers provided and maintained by the Association.
3. **All boxes of any size must be broken down and flattened** before being placed inside the trash dumpster or paper recycling bin. This includes vendors which deliver items and dispose of boxes in our trash areas.
4. The following items must be deposited in the appropriate recycling containers (lids & food debris removed):
 - a. Aluminum food and beverage containers – labels need not to be removed.
 - b. Glass (clear, brown & green), aluminum bi-metal, tin cans and #1 and #2 plastics (which is indicated accordingly at the bottom of all plastic containers) may be mixed together or co-mingled in the recycling containers.
 - c. PET (#1) narrow-neck plastic containers.
 - d. HDPE (#2) natural and pigmented narrow-neck plastic containers (milk bottles, water bottles, detergent bottles).
 - e. Narrow and screw-top plastic containers with symbols #3,4,5,6 or 7
 - f. All containers should be rinsed out so not to attract insects or animals.
 - g. Newspapers, construction paper, printer paper, cereal & shoe boxes or similar, junk mail, phone books, magazines, catalogs, corrugated cardboard that is folded small enough to fit and not bound.
5. Short list of material not to be placed in the recycling containers:
 - a. Wax coated paper or cardboard.
 - b. Any material with food debris.
 - c. Plastic bags of any kind.
 - d. Batteries of any kind.
 - e. Styrofoam of any kind.
 - f. Light bulbs.
 - g. Mirrors, window or auto glass, porcelain, ceramics, glass cookware/bakeware, microwave oven trays, drinking glasses, perfume/cologne bottles.
 - h. Wood or yard waste.
 - i. Unnumbered plastics.
 - j. Coat hangers, wire.
 - k. Household items such as toasters, cookware, bake ware, electronics, appliances, etc.
 - l. Hazardous or toxic substances.

- m. Items containing or having debris and residue containing hazardous or toxic substances such as paint cans with wet paint, motor oil containers, gasoline cans, glue, petroleum products, etc.
 - n. Aerosol cans.
6. (Added per Board approval 19 Mar 2008) A resident with bulk items, i.e. furniture, appliances, mattresses, rugs, tires, exercise equipment and the like must contact the Management Company to arrange for a FREE special pick-up at 610-367-1300 or 1-800-932-2232 and:
- 1. Identify yourself as a resident of Westridge Estates Homeowners Association, 970 Township Line Rd, Phoenixville, PA.
 - 2. Identify the bulk item(s)
 - 3. Identify the nearest trash enclosure by number, (all the trash enclosures are numbered) .
 - 4. Schedule a pick up date and receive and record a confirmation number.

Wait until the day before the scheduled pick up date to take the bulk items to the nearest trash enclosure. Please place the bulk item just outside and at the side of the trash enclosure. If you have a problem making these arrangements with Waste Management or if they fail to pick up the bulk trash, call PENCO Management at 610-358-5580 with your confirmation number.

7. Contractors performing work for residents must make their own arrangements to dispose of waste materials, for example but not limited to rugs, padding, replaced heaters or air conditioning systems, appliances, cardboard boxes and the like, outside of Westridge Estates and may not use Westridge Estates supplied dumpsters. Homeowners must inform contractors of this regulation. Homeowners will be fined if contractors violate this regulation. Residents are urged to report violators to the Management Company.
8. Any violation of the trash/recycling or bulk trash removal section of the Rules and Regulation will subject the owner to an immediate penalty assessment of \$75 together with costs of removal. Subsequent violations will double the fine and add the costs of removal.

Holiday Lighting

Outdoor lighting during the holiday season (provided that the use of outdoor lights is limited to low wattage "peanut" type that will no be harmful to plantings). The lights can be displayed no earlier than the Friday after Thanksgiving, and must be removed no later than January 15th. [ACC approved 26 Nov 1990].

Hose Reels

Mobile hose reels that are kept in a neat manner will be permitted. [ACC 27 Feb 1999]. Unwound hoses or any hoses found on the ground will be removed and stored for thirty days. Any hoses unclaimed in 30 days will be discarded [last sentence added 21 Jan 2009 by BOD].

Handicap Parking Sign

Written Architectural Change Request approval required.

The installation of a handicap parking sign must be presented to the board for approval with the handicap permit number. Installation of the sign will be done by the property manager at a fee of \$20 for materials to the requester. The space is not deemed a reserved spot, and can be used by other authorized handicapped drivers. In addition to the handicap parking sign a second sign will be installed warning of fines and towing. If the handicap resident no longer resides in Westridge the sign must be removed. (BOD approved 11 November 2002).

Plantings in Common Areas

Architectural Change Request approval recommended for perennial plantings and required for shrubs & trees.

The Common Area is owned by the HOA – not by an individual homeowner. If you decide to "annex" the Common Area for plantings near your Dwelling, we recommend you submit your request detailing your proposed planting scheme and obtain the HOA's written approval. Assuming your proposal is

acceptable, you will be notified that you will be responsible to maintain the plantings and the bed (i.e., water, fertilize and weed) and must restore the bed after you remove the dead plantings. In the event the plantings become unsightly, you will be informed and given the opportunity to spruce them up or personally remove them.

If you choose not to obtain your HOA's approval, we suggest you plant either attractive flowers or small bushes in an existing planting bed near your Dwelling. Again, we appreciate colorful, good-looking flowers. However, if in our opinion the plantings do not enhance the Common Area, we may remove the item(s) without any notice. You will be responsible to maintain your plantings and you may be charged by the HOA if we decide to remove the items or have to restore the area.

It must be understood that these small plantings and flower beds are at risk from weeding, weed whacking, outside repairs, etc., for which the HOA cannot be held responsible.

In 2003 the HOA established side beds along end units in an attempt to reduce weed whacker damage to the siding. One foot beds were cut out and mulched. Residents are encouraged to request approval to establish these beds with perennials to beautify our grounds. It is to be understood that these plantings are on Common Area and are, therefore, owned by the HOA and that the homeowner is responsible to maintain the garden in an attractive condition. Board approved 7 June 2007.

Satellite Dish and outside TV antenna

(Board approved 2 June 2009).

The Westridge Estates Homeowners Association hereby grants limited permission to erect a Satellite Dish or outside TV antenna with the following conditions:

1. Written Architectural Change Request for approval must be obtained prior to installation.
2. No satellite dish (or TV antenna) shall be mounted in any common area including a roof or protrude from a railing, wall or balcony into the common area airspace.
3. The satellite dish (or TV antenna) will be wholly within the "footprint" of the townhome in an area under the "exclusive use" of the homeowner.
4. The homeowner assumes full responsibility for any damages or other liabilities arising from the placement of this satellite dish (or TV antenna) and is totally responsible for obtaining fire, casualty and liability insurance for this satellite dish.
5. The homeowner is responsible to maintain the appearance of the satellite dish (or TV antenna) and make necessary repairs. And if requested by the board, to install approved shrubbery to shield the dish from view, at owner's expense (last sentence added by board 1 June 2009).
6. All wiring must be concealed.
7. The dish color shall be a neutral shade of grey or beige.
8. In the event of a written complaint from a resident and or the board of directors, the association reserves the right to mandate that the owner of the dish (or TV antenna) be required to install approved shrubbery to shield the dish from view at homeowner's expense.
9. The "dish" antenna must be one meter (39.37 inches) or less in diameter to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite or to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite.
10. Other antennas that are designed to receive local television broadcast signals can be approved after detailed specifications are provided for approval.

Antennas used for AM/FM radio, amateur ("ham") radio, CB radio, Digital Audio Radio Services ("DARS"), or antennas used as part of a hub to relay signals among multiple locations are not covered by this limited permission and are prohibited by our declaration.

11. It is the intent of the board to prohibit the placement of outside antennas in accordance with our Declarations, so this approval is granted solely on the basis of the interpretations contained in the FACT SHEET issued by the Federal Communications Commission, February 2001 entitled "Over-the-Air Reception Devices Rule, Preemption of Restrictions on Placement of Direct Broadcast Satellite, Multichannel Multipoint Distribution Service, and Television Broadcast Antennas. This publication is in reference to the Telecommunications Act of 1996. If there are changes to this act or interpretations issued in the future that would permit more restrictive measures to be employed by the Board of Directors of your association to limit further the installation of Satellite Dishes, then this limited approval may be revoked at any time by the Board of Directors provided our action is in compliance with any new regulations or published Federal interpretations or guidelines. In this event you may be required to remove your satellite dish.

Violations and Penalty Assessments

1. The Management Company, at the direction of the Board of Directors, shall make regular inspections of the community to ensure the adherence of all Unit Owners to the governing documents of the community. Any Unit Owner has the right to report any violation to the Management Company in writing.
2. Except for violations of rules providing for immediate assessment, notice of all other violations shall be sent by first class mail or delivered to the Unit Owner responsible for the violation. The notice shall describe the violation, provide a period to abate or correct the violation. Owners may contact the management company for appropriate contactors list.
3. Any Unit Owner charged with a violation may submit to the Management Company a written appeal within 15 days of the date of the violation notice. The Board shall provide the owner an opportunity for a hearing with the Board. Penalty assessments, when applicable, will continue to accrue pending the appeal, as long as the violation remains uncorrected. The decision of the Board of Directors on the appeal shall be final.
4. If the violation is not abated or is not corrected by the date specified in the violation notice, the Unit Owner will be fined \$50. The Management Company, at the direction of the Board of Directors, shall notify the Unit Owner of this penalty assessment.
5. If the violation is not corrected or abated within 15 days of the notice of the penalty assessment, an additional penalty assessment of \$75.00 will be imposed, for a total penalty assessment of \$125. If the violation is not corrected or the penalty assessment paid in 15 days, additional assessments of \$10 per day will be imposed.
6. Until all penalty assessments, costs and fees are paid; all delinquent penalty assessments shall constitute the personal liability of the property owner and shall be a lien upon the delinquent property owner's unit. Any Unit Owner(s), resident(s) or tenant(s) whose account is more than thirty days delinquent may not use any of the recreational facilities.
7. These violation and penalty assessment procedures shall not be exclusive of other rights and remedies available to the Board of Directors of the Westridge Estates Homeowners Association. Nothing shall prevent the Board from abating or correcting any violation through the courts if an Owner fails to do so within the time allowed. All legal and court costs shall be added to the Owner's account and shall be collectible as an assessment.

Assessment Collection

1. All assessments shall be deemed delinquent if not paid on the date when such assessment is due.
2. Said assessments are payable monthly in advance and are regularly due on the first day of each month.
3. If any assessment is not received after fifteen days of the due date, a notice of delinquency shall be sent by ordinary mail to the Unit Owner. A \$25.00 late fee shall be added to the account if any amount is owed and not paid as of the fifteenth day of the month (Board approved 11/1/90).

4. If any assessment remains delinquent for sixty days from the due date, a notice shall be sent by USPO Certified Mail to the delinquent Unit Owner stating that, unless the account is brought current within ten days of the date of the notice, otherwise a suit shall be instituted to collect the balance. The collection of the amount due may be referred to legal counsel for continued handling, including instituting suit. All fees owed for the entire year's assessment shall be due and payable, together with all attorney's fees legal late fees, charges, interest, court costs, and other expenses incurred in the collection of a delinquent account and shall be the responsibility of the Unit Owner as an assessment.
5. All delinquent assessments shall constitute a personal obligation and liability of the Unit Owner and shall be a charge and lien upon the Unit.
6. Any Unit Owner(s), resident(s) or tenant(s) whose account is more than thirty days delinquent 1) may not serve as a member of the Board of Directors and 2) may not vote at any meeting of the Unit Owners and 3) may not use any of the recreational facilities.

Insurance

The Association's insurance policy provides both Property and Liability coverage. The insurance policy on the property is all risk coverage on all of the Buildings in the Community, with standard insurance exclusions. It includes the entire building, even building components within your unit, which were initially provided by the builder. Accordingly, items such as standard floor coverings, oven/range/microwave, dishwasher, standard cabinetry, interior builder's specification walls, permanent fixtures and outdoor lights are included in the Association's policy. There is a \$5,000 deductible per incident.

In regard to Liability, the Association's policy provides general liability coverage should a liability suit arise out of use of the Association's property. There is \$1,000,000 available per occurrence with an annual aggregate limit of \$2,000,000.

Every Unit Owner should carry a HO-6 Unit Owner's Policy. This policy should cover your personal property or contents, any improvements, betterments and/or upgrades made to your unit's original condition such as the cost difference between standard and upgraded floor coverings, refrigerator, washer/dyer, upgraded cabinetry, and the cost of living elsewhere while your home is being rebuilt because of damage from an insured accident and liability coverage in the event that a liability suit arise from within your unit. The \$5,000 deductible from the Association's policy or a portion can also be covered as part of your HO-6 policy.

Insurance - Loss Assessment

Our agent also recommends loss assessment coverage. Loss assessment coverage will cover a loss in excess of the Association's policy limits. Assume that a court awarded a plaintiff a judgment against the Association for \$1 million more than the Association carried in insurance. Each unit owner could be assessed their share, or 1/190th of this \$1 million shortfall. Many owners erroneously expect their liability and umbrellas to respond in this type of situation; however, these policies do not typically cover assessments resulting from membership in common interest realty association. The loss assessment coverage would respond. The loss assessment coverage, it should be noted, is not going to cover maintenance and other special assessments; it responds to the same kinds of losses that insurance ordinarily covers. Loss assessment coverage is relatively inexpensive and we would recommend that you seriously consider including this coverage in your portfolio.

It is recommended that you create a written inventory with photographs of all your property, building and contents to help document a loss should it occur under either the Association or HO-6 policy.