

Welcome to Woodgate...

and congratulations on the purchase of your new home. Woodgate is managed by an all-volunteer self-governed Board of Directors elected annually by its owner-members. All are invited to participate. Resident safety, appearance preservation and value conservation are the responsibility of all of us.

Verbal/outside communications with individual Board member(s) are considered to be informal. Please email the Board with any official requests. Urgent situations are handled promptly; non-urgent requests are reviewed during monthly Board meetings.



Contact us: woodgatehoa@yahoo.com

Governing Documents

Available online at woodgatepaoli.org

All residents are required to know, understand and comply with Woodgate's Rules & Regulations and standards. In order to do this, potential buyers and real estate agents should read this document in its entirety prior to purchasing a unit.

- **Declaration of Restrictions, Covenants and Easements of the Woodgate Homeowners' Association**

Filed with the Office of the Recorder of Deeds in Chester County.
- **By-laws of the Woodgate Homeowners' Association**
⇒ **Woodgate Handbook including Rules & Regulations**

Issues with, or requiring the attention of, the Association's administration shall be put in writing and emailed to the board at woodgatehoa@yahoo.com.

Complaints concerning Document violations must be submitted in writing, signed by the Resident making the complaint and emailed to the board at woodgatehoa@yahoo.com.

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Monthly Dues

Woodgate uses PayHOA to collect its monthly dues. Payments are due on the 1st of each month.



Please follow the instructions below to set up your PayHOA account. Once you're set up, you are also able to enroll in auto-pay. **Payments are 100% secure.**

- Go to the website at www.payhoa.com
- Click 'Sign Up' in the top right-hand corner
- Click on 'Join existing HOA'
- Enter your email address for correspondence then press 'Next'
- Type in 'Woodgate HOA Paoli'
- Fill in your personal information to set up your account and click 'Join'

You will receive a new email from PayHOA.com to set up your password. PayHOA is easy and eliminates the need to remember to send a check.

New Unit Buyers

At the time of settlement, new unit buyers into Woodgate are required to make a one-time home buyer contribution of four times (4x) the [then] monthly HOA dues plus 2 months dues paid in advance.

Sales

The sale of a unit requires a Form 5407 package which gives the status of Woodgate's financial situation and also the seller's status of any arrears in monthly dues, assessments (if any), or penalties (if any) to the Association. The charge for this package is equal to one month's dues and is paid for by the seller.

The Woodgate Homeowners' Association has no "right of first refusal".

At settlement, the new homeowner should contact the Association at woodgatehoa@yahoo.com to add their name to the unit.

Insurance

The Association carries a master policy with a \$5,000 deductible for all units which provides coverage on the buildings for a covered event. This master contract does not cover your contents, or any personal liability. **Unit owners must have a HO-6 policy** to cover the deductible for any interior damage, unit contents, and liability for interior accidents or issues. If the HO-6 policy does not cover the deductible, the unit owner is responsible to pay.

As soon as possible after noticing any evidence of damage for which a claim could be made under the master policy, contact the Board at woodgatehoa@yahoo.com.

While acting to protect the property from further damage, do not affect any permanent repairs if there may be master insurance coverage in this matter. The insurance for the master policy may need to send an adjuster, and/or a salvage company before repairs can be made.

Building Interiors Owner's full responsibility.

Electrical Information

Circuit breakers are usually in the first-floor closet. This may vary for end units and basement units. It is helpful to have circuits labeled. Smoke detectors should be installed on every level of your home; and the recommended standard is to have one in every living space. Test them annually or as recommended by the manufacturer.

Heating and Cooling Systems

Change the air filters every 4-6 weeks, especially in the summer. Have the heating / cooling system checked in the spring and fall.

Appliances

Have the dryer vents cleaned every two years to remove build-up. Murphy's Dryer Vent Service offers a discount to our community (610) 647-4774.

Fireplaces, Indoor Space Heaters, Outdoor Grills

Have chimneys cleaned after burning a cord of wood or every third year, whichever is sooner. Firewood may be stored in the attached shed or on the patio, not in the common areas. Electric space heaters are permitted. Kerosene, propane or similar liquid heaters are banned for interior use. Do not use any outdoor BBQ (charcoal, propane, kerosene, or gas) for indoor cooking. Liquid fuel for grills must be kept outdoors in the proper container.

Barbeque grills and hibachis are permitted as long as the Unit owner places and operates these devices with the utmost concern for safety. No other fire-producing devices to cook or to heat are permitted.

Plumbing

In most units, the outside front faucet cutoff valve is in the first-floor hall closet. The outside patio faucet cutoff valve is under the kitchen sink. Please shut off the water to the outside faucet at the start of cold weather to prevent frozen pipes. When the clothes washer is not in use, turn off the hot and cold water at the wall to minimize damage if pipes burst. Check washing machine hoses for cracks and consider replacing with flexible metal hoses. Water heater life expectancy is 6 years.

Snow Clean-Up

While the trucks and crew are on-site, be prepared to move vehicle(s) so that the snowplow can clear the parking spot(s). Residents may need to dig out vehicles in order to move them. It is recommended residents keep a small supply of Ice Melt (not Rock Salt) for front walks in the event of melt/refreeze situations.

Car Registration

Residents must complete the annual vehicle listing and are responsible for updating same by emailing the following information to woodgatehoa@yahoo.com:

License Plate #
Make
Model
Year
Color

Cars parked which are not on the list shall be towed at the Resident's expense three (3) days after a warning issued by the Board placed on vehicle, with no response.

RULES & REGULATIONS

The following Woodgate Homeowners' Association Rules & Regulations are subject to violation penalty as stated on page 13.

Statement of Purpose

For the purpose of assuring architectural and decor continuity, as well as harmonious and safe living conditions for all members, Woodgate Homeowners' Association (the "Association") limits one's use of the Unit and premises.

The Rules and Regulations are instruments of administration in accordance with the Declaration of Restrictions, Covenants and Easement of Woodgate filed with the Recorder of Deeds of Chester County and must be complied with by Residents.

Definitions

The Definitions for this Handbook are the same as those previously listed in Article 1 of the Declarations and in Article 3 of the Bylaws, with two additional terms.

"Resident" shall mean any unit owner, tenant, occupant and/or guest.

"Association's Documents" shall include the Declaration of Restrictions, Covenants and Easement, the Bylaws, and these Rules and Regulations. All as may be amended from time to time.

This Handbook may be amended from time to time by the Board of Directors as provided for in the Association's Bylaws. The provisions of this Handbook apply to persons who lease units as well as owners.

The most current versions of the documents are found at <https://www.woodgatepaoli.org/governing-documents> and we encourage you to check that page for the latest version.

General Provisions

Residents agree to comply with all Architectural Control Provisions in the Association's Documents.

No Resident shall make or permit any activities or noises that will unreasonably disturb or annoy the Residents of any of the other Units, nor permit anything to be done which will unreasonably interfere with the rights, comfort, or convenience of any of the other Residents. The Board shall have the exclusive right to determine whether an activity or noise(s) is offensive or unsafe.

No signs, notices, advertisements, banners, or the like are permitted. An exception is for an Open House sign for a sale of a Unit. The Open House sign is permitted only for the time period of the open house. Security stickers are permitted on glass of front door only.

No flagpoles may be erected on any lot and/or Common Areas.

Dogs are prohibited.

Residents are not permitted to keep dogs, whether the dog belongs to a guest or visitor and whether temporarily or permanently residing in the Unit. Residents may not keep any exotic or farm animals. Residents may keep other domestic animals (e.g. cats, hamsters, guinea pigs) and birds within their Unit provided such animals or birds are not dangerous or poisonous, and do not cause disturbances. Each Owner keeping a permitted animal or bird within their Unit shall indemnify the Association and hold the Association harmless against any loss or liability arising from keeping the animal or bird. Animals are not permitted to run free. The Resident shall be responsible for any costs arising from damage caused by any animal at their Unit. Pets shall at no time create a nuisance or disturb any other Resident.

No dirt or hanging items from windows. No Resident shall sweep, drop, shake, or throw any dirt or other substance from the windows and/or doors of their Unit, nor shall any Resident air or hang any

clothing, bedding, or other similar items from their windows and/or doors and/or any outdoor area of the premises.

Agents of the Association and any authorized Association contractor may enter a Unit at any reasonable hour as provided in and for the purposes permitted under the terms of the Declaration of Restrictions, Covenants, and Easements. Except in the case of an emergency, such entry will be made by prearrangement with the Resident. Any damage resulting from any forced entry shall be repaired at the Association's expense.

Damages caused by resident. All damage to any Unit, the Common Areas, and Limited Common Areas caused by the moving or carrying of any article therein or the installation of any article either inside or outside the Unit shall be paid by the Resident responsible for the presence of such article.

Flammables, toxic substances. Residents shall comply fully with state and local laws, and ordinances governing the introduction of flammables, explosives, fireworks, and toxic substances into private residences.

Reasonable times for construction work. Residents shall not permit any construction work, except for emergency repairs, before 7 AM or after 8 PM, or at any time on Sundays, unless the Resident receives prior written approval from the Board.

Vehicle List. At least once a year, the Association updates its list of Residents and their vehicles. The Residents are required to complete and return such requests to the Board. In the interim, it is the Resident's responsibility to report in writing any changes in occupancy, mailing address and/or vehicles to the Association. Unregistered vehicles of any kind may be towed following the issuance of a warning to the Resident.

Residents shall be responsible for and pay any damages caused by their actions or those of their children, guests or invitees.

Common Areas

General

No personal items in Common Areas. Unless otherwise approved by the Board of Directors, no Resident may place any personal property on the Common Areas or use any of the Common Areas unless the Association's Documents so provide.

NO sporting equipment, chairs, bicycles, toys, carriages, strollers, trash containers, hoses, or the like shall be permitted to stand unattended in ANY part of the Common Areas.

NO personal items (for example, including but not limited to, birdhouses, birdbaths, bird feeders, sculptures, trellises, pottery, house numbers, security company markers) may be placed upon Common Areas without the prior written approval of the Board of Directors.

A small decorative bench may be placed on the front sidewalk during warm weather but must be removed prior to the first snowfall.

Walkways are to be free of any item that would impede pedestrian traffic and/or the maintenance or landscaping contractors. It is at the sole discretion of the Board of Directors to require the removal of any particular item(s) on a walkway. The Association is not responsible for any item(s) that the Board may permit on the walkways, nor for any damages and/or liability which may be incurred as a result of such items.

The Common Areas abutting a Unit shall not be used for a storage area, including but not limited to, storing of firewood. There shall be no cabinets, shelves, racks, etc., in the Common Areas.

NO additional lighting fixtures may be placed by an Owner on the Common Areas.

Disposal of items. The Association has the right, with no notice, to summarily remove and dispose of any item left in the Common Areas which the Board has not approved.

With an unresolved notice of violation, the Board has the right to remove and dispose of any offending item in the Limited Common Area.

Landscaping and Gardening

Residents are permitted to plant grass, bulbs, annuals, and perennials in existing beds of the Common Areas that abut their Unit.

- Maintenance for all such plantings is the responsibility of the individual Owner.
- The Association is not responsible for any damage that may occur to these plantings (even if caused by an Association contractor), nor for any damage that these plants may cause Woodgate property. (The Association discourages the planting of ivy-type vines. If ivy-type vines grow out of control, the Association will remove the vines and charge the homeowner for the cost of removal and/or the repair of any and all real or personal property or any part of the Property damaged by the vines.)
- Should any Resident fail to care for their plantings, the Association has the right to dispose of such plantings it sees fit.

Requests for new flower beds and/or the planting of bushes and trees in the Common Areas abutting a Unit require review by the Architectural Control Committee and the prior written approval of the Board of Directors.

All landscaping, gardening, trees and flowerbeds within the Limited Common Areas are the Resident's responsibility. If any planting within this area should create a hazard or pose potential damage to

common structures, the Board shall require the Resident correct the problem at the Resident's expense.

Flower boxes, planters or flower pots that are in architectural and decor continuity with Woodgate may be placed on the rear wall top as long as the Resident determines that the boxes are reasonably safe and secure. Flower boxes or pots may not be placed on the heat pump wall. Any damage to person or property caused by the placement of these boxes will be the Resident's responsibility.

Residents shall be responsible for any and all damage to the landscaping in the Common Area caused by any contractor employed by the Resident.

Vehicles and Parking

Parking is for Residents only. For owners who rent their Unit, parking is for the tenant(s) only.

Permitted vehicles include the following: currently inspected, registered, properly licensed, safe-to-operate, four-wheel private passenger automobiles and motorcycles. Partial list of non-permitted vehicles includes, but is not limited to, the following: trucks (as designated by PennDOT license), commercial vehicles, motor homes, RVs, snowmobiles, boat trailers, non-licensed private passenger vehicles, dirt bikes, private passenger vehicles without a current inspection, aircraft, canoes, boats, kayaks and any other item deemed by the Association to be "non-permitted".

Each Woodgate Resident may assign his parking privileges to a lessee of that Unit. Each Unit has one (1) designated space for that particular Unit which is marked "Reserved". The placement and assignment of a "Reserved" space is at the reasonable discretion of the Board.

Residents are required to respect the Reserved spaces of other Residents.

The Board has the right to temporarily modify any parking arrangements in the event of snow removal and/or maintenance work.

The maximum speed within the Property is 15 miles per hour, or less if conditions require. Drivers must slow at all intersecting lanes.

Vehicles may not stop or park in any driving lane by the mailbox kiosks.

No blowing of any horn from any vehicle is permitted, except to prevent an accident.

Exceptions to Vehicles and Parking

In regard to the following exceptions, the Board of Directors has sole discretion as to the area where and the time period in which these vehicles may temporarily park.

Construction/service vehicles may park on the premises when doing construction/service work for the Association and/or a Resident.

Visitors may temporarily park a non-conforming vehicle type on the premises, provided that the Board gives it prior approval.

Please contact the board if you are thinking about installing an EV charger. Prior to doing so, a resident must:

- have a board-approved detailed plan of installation,
 - sign a written release and waiver of liability, and
 - obtain a permit issued by Tredyffrin Township
-

Trash and Recycling

All trash must be secured in plastic bags to avoid loose trash in the dumpsters, which causes odors and attracts vermin.

Do not put hazardous material or other non-recyclable items that in the trash sheds or trash bins – the trash truck will not take them. Any trash such as paint, propane tanks, etc., which may come under the EPA's restricted disposal policies shall not be placed in the trash. In such instances, the Resident shall contact Tredyffrin Township to determine where to dispose of the restricted item. Any cost for disposal of special items is at the Resident's expense.

When getting new appliances, arrange for the delivery truck to remove the old ones. The trash company does not pick up these items.

Contact the Board to arrange for any large items/bulk pick-up before disposing of items. Waste Management will only pick up mattresses that are fully wrapped in a plastic covering. The Board will let you know the next available pick-up date. Violations are subject to penalty at the board's discretion.

Recycling is not placed in plastic bags. Placing recycling in plastic bags causes and entire pick up of recycling to be deemed trash and causes additional expense to Woodgate owners. Cartons and boxes must be flattened or broken down before being put into the recycling dumpsters. Recyclable food containers must be rinsed out before recycling.

Exterior Facades of Units

No Resident shall make any changes to the exterior of their Unit unless the Board and the Architectural Control Committee have approved the change in writing.

Woodgate-approved doors, windows, skylights, venting systems, house numbers, and paint color are required and Residents shall use only items approved in writing by the Board. The existing size, shape and color of any items must be maintained.

No awnings, window guards, shutters, grates, window boxes, or air conditioning devices that project from or are attached to the Unit are allowed.

Window treatments facing the exterior must be neutral-colored shades, blinds, louvers, drapes and/or curtains. Nothing is to be affixed to the outside of any windows.

Skylights, Attic Fans, Satellite Dishes

No holes may be made in the roof or soffit to affix e.g. bathroom or laundry fans, satellite dishes without prior written permission from the Board. No attic ventilation fans are permitted.

The roof is an association expense. Any work plans that include attaching to or opening the roof must be submitted to the Board for approval.

No exterior radio, television, electronic antennae, or aerials of any kind or any other fixture shall be erected, maintained, or operated upon any Unit without prior written Board approval. Location and installation of satellite dishes require prior approval of Board.

Decorations

Limited Seasonal and Holiday-specific Decorations may be displayed for one (1) month prior to and must be removed within two (2) weeks after the actual holiday date(s) in accordance with the guidelines below:

- Small clear/white lights and/or decorations are permitted inside unit windows.
- Decorations are permitted on the unit's front door; storm doors should not be decorated.
- Lights and decorations are not permitted on the outside of any unit.
- Small white/clear lights provided by and put up by the board are permitted on the two islands.

Flags can be displayed on the day of any national holiday to celebrate but may only be displayed for that day.

Please use respectful judgment when decorating your unit as to not offend others.

Decks

Replaced or repaired decks must comply with the Woodgate standard.

Hose Holders

Hose holders may not be attached to the exterior facades of the Units. A Resident may attach a hose holder within their Limited Common Area if the holder is attached below the height of the wall or decking.

Exterior Color Guidelines

Contact the Woodgate Board of Directors at woodgatehoa@yahoo.com to obtain approval prior to purchasing and installing doors.

Front Entrance Lights, Front / Back Walkway Lights and Posts*	Black
Entry Sign / House Numbers*	
Cubby	Shades of Light ➡ Dark Brown
Gutters / Downspouts*	Shades of Dark Brown ➡ Matte Black
Storm / Screen Doors	
Windows & Sliding Doors	
Railings	
Front / Back Divider Wall Tops*	Limestone or orange brick (at time of replacement)
Front Doors	Red – Sundried Tomato SW 7585 (Sherwin Williams)
Shed Doors and Patio Gates*	Natural Western Red Cedar

* Maintained by HOA

Doors

Front Doors: Color: Red on the outside; inside color is your choice.

Storm Doors: Color: Dark Brown/Black

Patio Doors: Color: Window frame trim must be dark brown/black on the outside; if you select a grid format, the grid must be dark brown/black on the outside; inside color is your choice. Style: Sliders or French Door. Format: 2 plain glass panes or 2 glass panes with a Colonial Grid format, which is 15 equal sized squares.

Windows

Contact the Woodgate Board of Directors at woodgatehoa@yahoo.com to obtain approval prior to purchasing and installing windows.

Color: All Window frames must be brown on the outside; inside color is your choice

Style: Slider or Casement

Format – Front of the unit: The large three-panel windows can only be replaced with three panel windows. You may elect to have any or all of the panels slide or open outward, although those on the front of the home and the back of the home must be the same style on the first and second floor of each side of the house (i.e. you can have casements in the front of the house and sliders on the back of the house, but you may not for example have casements on floor 1 and sliders on floor 2 of the home on the same side of the house given the difference in appearance). Further, you may not combine any of the panel areas into a picture window format. Neither can you divide the panels into “panes”. Each panel of the three-panel window must be the same size. The single window on the top floor may be a casement window, or simply one pane of glass with no opening mechanism.

Format – Back of the unit: The two-panel windows can only be replaced with two panel windows; you cannot divide the panels into panes. The large three-panel window can only be replaced with a three-panel window. You may elect to have any or all of the panels slide or open outward. However, you may not combine any of the panel areas into a picture window format. Neither can you divide the panels into “panes”. Each panel of the three-panel window must be the same size. Style on floor 1 and 2 must be consistent.

Rental Properties

The maximum number of Units permitted to be leased is six (6).

No owner may lease a Unit until the Owner has resided there for a period of eighteen months.

Prior to obtaining a tenant, an Owner planning to lease a Unit must request and receive written approval from the Board, which will be granted provided that the minimum residency term has been met and the maximum number of Units permitted to be leased has not been reached.

If approval is given, the Owner shall submit to the Board the proposed lease for review and approval, together with a payment of 100% of the then current monthly assessment prior to permitting occupancy of the Unit by tenants. The proposed lease must set forth the name(s) of the prospective tenant(s), be for a minimum term of one year, renew (if applicable) for a minimum term of one year, and contain a provision obligating the prospective tenant(s) to comply with the terms, conditions and covenants of the Association's Documents.

When a lease ends for any reason, the Owner must notify the Board. If the Owners intends to rent the Unit again, the Owner must request and receive written approval from the Board prior to entering into a new lease with new tenants, which will be granted provided that the maximum number of Units permitted to be leased has not been reached. As provided above, the Owner must submit the proposed lease to the Board for review and approval together with payment of the required fee.

If the maximum number of Units to be leased has been met, a waiting list will be created by the Board. An Owner planning to lease a Unit who has requested and received written approval from the Board shall be placed on the waiting list and given written notification when a rental space is available. When a waiting list

exists, an Owner shall have ninety (90) days from the date of such notification to obtain a tenant before returning to the waiting list, with the next Owner of the waiting list then given the opportunity to rent.

A fee equivalent to the then currently monthly assessment will be assessed annually on January 1 on all Owners approved to lease Units, except those on the waiting list.

All leases that renew shall renew for an additional term of no more than one-year and shall not renew for a month-to-month term.

Any Owner who installs a tenant without complying with the Association's Documents shall be fined \$1,500 per calendar month, for any portion of any month during which there is a violation, until such time as there is compliance.

If an Owner leases a Unit to a family member within lineal consanguinity, prior approval of the Board is not needed, no fees are required, and such Units will not count toward the maximum number of Units leased. An Owner leasing to a family member shall notify the Board in writing at the start of occupation. All Rules and Regulations apply to this Unit should rental to a non-family member sought later.

If an Owner will be temporarily absent from Woodgate and wishes to lease his Unit, these Rules and Regulations apply regardless of the reason for the temporary absence.

Owners whose Units were leased at the time this amendment to the Rules and Regulations was enacted shall not be required to meet the eighteen (18) month residency term, but all other provisions apply.

Violation Penalty

Whenever a violation of the Documents occurs:

The Board will determine the time period for correction of violation and interval for fine as deemed appropriate based on the offense or situation.

- First Warning – The resident will be notified by a letter from the Board describing the violation and correction needed.
- Second Warning – Fine of \$75.00.
- Third Warning – Fine of \$150.00.
- Fine of \$150.00 imposed at each interval as determined by the Board.

Resident will be billed for the amount due along with a notification of correction of violation.

- If payment is not received within thirty (30) days of the invoice, appropriate legal action will be taken. Non-payment will result in a lien upon the Owner's Unit.
- If Resident wishes to appeal any of the above, appeal must be done in writing, within ten (10) days of receipt of the First Warning letter.

Any damage to an area maintained by the Association (including, but not limited to, Common Areas) shall result in the levying of an assessment on the Owner and/or a Board demand that the premises be restored to its correct condition.

Monthly payments of HOA fees made after the 5th day of the month are considered late and should include a \$15.00 late fee. An additional \$15.00 fine will be issued for each 10-day increment of non-payment. Fines will be doubled for repeat offenses within a fiscal year (May – Apr): \$30.00 late fee and \$30.00 fine for each 10-day increment of non-payment.