



***Blue Heron Ridge Homeowners Association
Information and Rules and Regulations
Wexford, PA***

***Professionally Managed by:
Acri Commercial Realty, Inc.
290 Perry Highway
Pittsburgh, PA 15229***

June 22, 2009

Blue Heron Ridge Homeowners Association

Introduction

The Blue Heron Ridge Homeowners Association ("Association") is a non-profit corporation whose members are the owners of the single family detached homes and lots located in the neighborhood. In addition to the lots, the Association includes the Common Areas and Open Space areas. The Association membership consists of all Lot owners (the "Members"), and is governed by the Board of Directors ("Executive Board" or "Board"). The Board consists of not less than three (3) individual elected members. The guidelines for the administration of the Association are a set of written instruments, the Declaration of Covenants, Conditions, and Restrictions for Blue Heron Ridge Plan of Lots P.R.D. (hereinafter "Declarations"), which were recorded with the County records department on March 4, 2004, and the Articles of Incorporation and By-Laws of the Blue Heron Ridge Homeowners Association (all collectively "Legal Documents").

The Board is responsible for policy formation, implementation and interpretation. The administration of activities of the Association rests with the management agent. The Board or its designated committee also plays the very important role of architectural review and enforcement of the Declarations of the community.

This booklet of policies and procedures has been approved by the Board of the Association. It was taken in large part from the Declarations and the use restrictions set out therein, which were amended by the Board on June 17, 2009, to reflect present circumstances. The entirety of the rules and regulations are included in this booklet, along with certain other provisions of the Declarations that the Board felt may be of assistance to home owners. If you wish to obtain a complete copy of the Declarations, please contact the management agent. This booklet is intended to assist you in questions you may have regarding ownership of a lot in Blue Heron Ridge. However, if you have any questions, please feel free to contact the management agent at the address and telephone number as follows:

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Enclosed in this Packet of Information

This packet of information contains the following materials:

1. Certain definitions from the Declarations
2. Rules and Regulations
3. Certain additional provisions from the Declarations
4. Rules Enforcement Policy and Procedures
5. Assessment Collection Rules and Regulations
6. Board of Directors Amendment to Rules form
7. Form to request approval to make additions, changes or alternations: Some improvements to property require the prior approval from the Board or its designated committee. This form should be used if the Declarations require that the change you are making requires approval. Hopefully this packet of information will provide you the information you need to determine if an alternation you are making requires approval, but if you are unsure whether a change requires approval, please inquire of the management company whether you need approval before you begin work. Please note that the Township also has its own rules and you should always check with the Township before making any changes to your property. The Request for Approval must be submitted **at least thirty (30) days** prior to commencement of the work.

About the Rules and Regulations

Homeowners of Blue Heron Ridge recognize that neighbors have varying personal interests that are of equal importance with their shared responsibility for community property and overall community value. With those two values in mind, Blue Heron sets forth Rules and Regulations intended to reflect the need for both individual preferences and community-wide interests. Ultimately, Rules and Regulations are meant to maintain and increase the financial value of the properties owned within Blue Heron Ridge. The overall community value is reliant on the Association and on the individual homeowners.

The most dominant and lasting impression of the community by visitors, potential buyers and current homeowners are related to that of visual impressions. Individual pride in homes and community are most apparent through visual appearance. Other factors add to and detract from neighborhoods and their value, but virtually all neighborhoods of increasing property value can demonstrate their pride in the community through a strong pride in their homes.

A reflection of that pride is not only the beauty of the community, but also the neighborliness of the community. Neighbors' who interact with one another can and will perpetuate the friendliness that is a warm and appealing community. This interaction is the logical first step to remove differences that may occur.

The Rules and Regulations of the Association clarify property standards; and the Executive Board of the Association resolves concerns. The enclosed Rules and Regulations hope to inspire individuality that improves the neighborhood while not infringing on other neighbors' individuality and rights. This balance can be difficult, because individuality, by definition, is based on the standards of individuals, but the Rules and Regulations create a community where people are pleased to be. Ultimately, the neighborhood's overall well being is the goal of the Association.

In a community such as Blue Heron Ridge, it is important that neighbors recognize their impact on adjoining neighbors. Blue Heron Ridge chooses to be a community of friendly, helpful neighbors living in pleasant, attractive homes. The Rules and Regulations are established to guide the community in that direction and maintain and enhance the property values of the homeowners. These Rules & Regulations are a requirement for both owners and their tenants.

Due to the likelihood of changing circumstances and needs, the Board reserves the right to make policy changes at any time. Changes will be made to reflect amended policies, rules and procedures consistent with the needs of the Association, lot owners and residents. As changes occur, you will receive the appropriate material to keep with this information.

What if I never saw the Declarations before buying? Am I still bound by them?

As an owner of a lot in Blue Heron Ridge, you are bound by the Declaration of Covenants, Conditions and Restrictions which were recorded in the County Recorder of Deeds prior to the sale of any lot. By virtue of taking title to a lot, owners subjected their property to the Declaration. If an Owner did not read them, the legal theory is that they should have or could have. Therefore, the Declarations are binding whether they were read or not.

The Rules and Regulations of Blue Heron Ridge Homeowners Association enumerated herein shall be deemed in effect until amended by the Board and shall apply to and be binding upon all present and future homeowners of the homes and their guest and invitees. The home owners shall at all times comply with these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by the families, guests, invitees, servants and persons over whom they exercise control and supervision.

Funding of the services and reserves of the Association

Each year the Board adopts an annual budget to cover expenses of the Association. The budget serves as the basis for determining the Annual General Assessment that each lot owner will pay during the subsequent year. The Assessment collection rules are included with this Handbook.

Article I: Pertinent Definitions from Declarations

Section 1.1. "Board of Directors" shall mean the Board of Directors and/or Executive Board of the Association as provided in the By-Laws of the Association, as and when organized.

Section 1.2. "Common Areas" shall mean the Property owned or to be owned by the Association for the Common use and enjoyment of the members of the Association and shall include but not necessarily be limited to Open Spaces, Natural Reserve, Conservation Area, Woodlands and/or Conservation Easement.

Section 1.3. "Living Unit" shall mean and refer to any structure or dwelling or any portion of a structure situated upon the Property or Properties, as the case may be, which is designed and intended for use and occupancy as a single-family residence.

Section 1.4. "Lot" shall mean and refer to any designated area, unit or space for single-family ownership and occupancy shown upon the recorded plan and the improvements thereon, excluding any area, space and matters intended for common use and/or conservation or natural area as may be denoted as Open Space or Common Areas or some similar designation on the Plan.

Section 1.5. "Open Space" shall mean all real property currently owned or as subsequently acquired by the Declarant which is given or shall be given for the common use and enjoyment of the Members of the Association. The Open Space is to be owned by the Association, as and when organized, and shall be conveyed by Declarant to the Association pursuant to the within Covenants, Conditions and Restrictions.

Section 1.16. "Property" or "Properties" as the case may be, shall mean all that certain real property described and shown in Exhibit "A", attached [to the Declarations] and made a part hereof. It is the acreage that is presently or shall be owned and acquired, from time to time by Declarant and planned for development hereunder whether same shall be one singular tract of land or several contiguous parcels acquired from time to time thereafter.

Article VII: Rules & Regulations

Rules and regulations in a homeowner association are needed for the protection and benefit of the Owners and residents. The rules established in the Declarations and subsequently supplemented by the Board are not intended to restrict the residents or to prevent their enjoyment of the common area. Rather, the rules have been established to increase everyone's use and enjoyment of the community. The Board is granted the authority to Amend these Rules and Regulations, and has done so, pursuant to Declaration of Covenants, Conditions, and Restrictions for Blue Heron Ridge Plan of Lots P.R.D, Article VII, Section 7.2. Whenever used within this document, the singular may include the plural and the plural, the singular, and the use of any gender shall be applicable to all genders.

These Rules and Regulations shall become effective 15 days from June 22, 2009, with the exception of Section 7.1 (g) requiring the installment of a pad for garbage cans if an Owner chooses to store garbage cans on the side of the Living Unit rather than in the Unit or behind the Unit, in which case, this requirement shall become effective ninety (90) days from June 22, 2009.

If you lease your home, you are responsible for providing the lessee with a copy of the Rules and Regulations and carefully explaining the need to abide by these rules. The Owner is responsible for the actions of his or her lessee(s) and may be held accountable by the Association for violations of the rules and/or damage to the common areas.

(a) Lot & Dwelling Restrictions.

No lot may be divided or subdivided into a smaller Lot, except by the Developer with the approval of the Township of Pine. No dwelling may be used for any other than a single family residence.

(b) Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, Open Space and/or Property or Properties, as the case may be, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No excessive odors or noises shall be permitted to arise or emit from a Lot, so as to render any such portion of the Lot or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to the occupants or such other portion of the Lots. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. The Board encourages Owners and residents to address any issues that arise with their neighbors first before making a complaint to the management company. The Board in its sole discretion shall have the right to determine the existence of any nuisance.

(c) Temporary Structures.

No structure of a temporary character, doghouse, trailer, shack, garage, barn or other out-building may be erected or maintained on any Lot or the Property or Properties at any time, whether as a residence or otherwise, either temporarily or permanently, except by the Developer in completing their development of the Property or Properties, as the case may be, and as may be permitted by the Developer in the construction of a dwelling, subject to approval of the

Township of Pine. Tents shall not be erected in the front yard of a Lot and, if erected in the side or rear yard, may not be used as a residence nor kept up for more than seven (7) consecutive days.

(d) Signs.

No sign of any kind shall be erected on any Lot except one sign of not more than three (3) square feet advertising the Lot for sale or rent. Contractor, "sports fan" signs, and political signs, if within the size limit set forth in this provision, may be placed on a Lot for a period not to exceed thirty (30) days. Neon signs are not permitted.

(e) Pets.

No animal, livestock, fowl, poultry, or an animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, shall be raised, bred, or kept in any Living Unit, on any Lot or any Open Space, Natural Area, Woodland Area, Conservation Easement Area, Conservation Area, common area and Detention Facility, except that domesticated dogs, cats or other household pets may be kept in the Living Unit, subject to the rules and regulations as and when adopted by the Association, from time to time. No animal shall be permitted in any portion of the Common Areas except on a leash, maintained by a responsible person. In no event shall any pet be penned in any common area. All pets must be properly licensed and vaccinated in accordance with the laws of Allegheny County and the Township of Pine. Doghouses or other structures for the care, housing or confinement of any animal are prohibited on any Lot where it is visible by a neighboring Lot or by the Street. If a noise problem exists with pets, please contact the local police or Animal Warden. If a pet excretes on another home owner's Lot or in the Common Areas or Open Space, pet owners are responsible for the immediate cleanup and proper disposal of the pet wastes.

If the Board is notified in writing that there has been a finding by a court of a violation of the Pennsylvania "Dangerous Dog Law," 3 P.S. §§ 459-502-A - 459-507-A, and the court has ordered remedies, the Board reserves the right, but is not required, to take certain action including the application of the remedies set out in the Rules Enforcement Procedure and/or require the removal of the dog from the neighborhood. If an Owner believes that another Owner or resident is in possession of a dangerous dog that may be in violation of this law, he or she should notify the Pennsylvania State dog warden or the local police. If the Board is notified that an Owner believes another Owner or resident may be in possession of a dangerous dog in violation of this law, the Board will notify the Bureau of Dog Law Enforcement, the State dog warden or the local police department.

(f) Fences.

All fencing must comply with the ordinances and regulations of the Township of Pine and all fencing material and the location thereof, must also be approved, in writing, by the Board, or its designated committee. There shall not be permitted any chain link or other metal-type fences. All fences must be properly maintained, including without limitation, replacement of missing or broken boards, rails, or sections, painting or staining of wooden fencing such that it does not take on a "graying" appearance, and removal of accumulated algae or other similar substances.

(g) Garbage and Refuse Disposal.

Trash and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed, from time to time, in rules and regulations by the Association and the Township of Pine. There shall be no discharge of toxic non-biodegradable substances into the storm sewers or open drainage ways on the Property or Properties and no toxic waste or hazardous substances shall be placed or stored upon the Common Areas, Open Spaces, Conservation Easement Areas, Conservation Areas or Natural Reserve Areas or Detention Facilities. Garbage cans may only be stored on the side of the Living Unit, behind the Living Unit or in the Living Unit. In no event shall garbage cans ever be stored in front of the Living Unit, including without limitation, on the driveway, except for the purpose of placing them out for trash removal in accordance with these Rules. If an Owner chooses to store garbage cans on the side of the Living Unit, they must be stored on a platform made of concrete or pavers.

Refuse and garbage cans shall be placed curbside no earlier than dusk the evening before the scheduled pickup day, and removed from the curbside and stored according to the above no later than the morning of the day after the day of trash removal.

(h) Oil & Mining.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot or any part of the Property or Properties, Open Spaces, Common Areas, Conservation Easement Areas, Conservation Areas and Natural Reserve Areas nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or any part of the Property or Properties, Open Spaces, Common Areas, Conservation Easement Areas, Conservation Areas and Natural Reserve Areas. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or any part of the Property or Properties, Open Spaces, Common Areas, Conservation Easement Areas, Conservation Areas and Natural Reserve Areas.

(i) Residential Use Only.

All Lot(s) and dwelling shall only be used for residential purposes.

(j) Above Ground Swimming Pools.

No above ground swimming pools may be installed on any of the Lots and all in ground swimming pools shall be installed in accordance with the ordinances and regulations of the Township of Pine.

(k) Antennas, etc.

The Board understands that according to the Over-the-Air Reception Devices (OTARD) Rule, adopted by the FCC pursuant to the Telecommunications Act of 1996, they cannot restrict the use of satellite dishes (less than one meter in diameter) or other television reception antenna that is limited by OTARD. However, the Association requires that Antennae, satellite dishes, antennae towers or any other device used for the purpose of receiving radio, electronic or television signal shall not be located in any Common Area, Open Space, Conservation Easement Areas, Conservation Areas or Natural Reserve Areas or Detention Facilities, and shall only be located upon a Lot in an area where it is not substantially visible from any street in the Plan.

(l) Additional Environmental Matters.

There shall be no dumping of trash, filling, diversion, destruction, alteration, change or modification to any "Wetlands," which are within the Property, without the express written approvals or any municipality or governmental agency having jurisdiction over same. There shall not be any alteration, removal or destruction of any trees and vegetation from any and all areas designated as Conservation Easements, Conservation Areas, Woodlands, or Natural Reserve Areas.

(m) Prohibited Vehicles.

No commercial vehicle, boat, boat trailer, mobile home, house trailer, recreational vehicles, go-cart, snow mobile or other like motorized vehicle shall be used, operated, stored or placed upon any Lot or any Common Area, Open Space, Conservation Easement Areas, Conservation Areas or Natural Reserve Areas or Detention Facilities within the Plan, except that go-carts, snow mobiles or other like small recreational vehicles may be stored on a Lot so long as it is stored solely and entirely within the confines of the garage of a Living Unit.

No Owner shall permit any vehicle which is in an extreme state of disrepair to be abandoned or to remain parked on any Property or properties, Common Area, Open Space, Conservation Easement Areas, Conservation Areas or Natural Reserve Areas, or Lot except within the confines of the garage, for a period of time in excess of forty-eight (48) hours. A vehicle shall be deemed in an "extreme state of disrepair" when the Board or its designated committee reasonably determines that its presence offends the occupants of the neighborhood.

All vehicles must be parked on the driveway or in the garage of the Living Unit and shall not be parked on the grass or yard. Automobiles cannot be maintained, repaired, serviced, rebuilt or dismantled on any Lot except within the confines of the garage. This does not prevent a vehicle from being washed or polished in the driveway of a Lot.

(n) Lot Maintenance.

The Lots and areas adjacent to the Lots of individual homeowners shall be kept free and clear of all rubbish, debris, trash and other unsightly material. Owners are responsible to pick up any and all loose trash on their Lots.

All Lots, to include the exterior and all improvements (if any) located thereon, shall be maintained in a neat and attractive condition on a routine basis. Each Owner of a Lot shall keep all shrubs, trees, hedges, grass and plantings of every kind located on his Lot neatly maintained and shall keep all such areas free of weeds and other unsightly material.

All lawns (front, back, and sides) on a Lot shall be mowed and maintained regularly and shall not exceed 8 inches in height at any time. Each and every Owner of a Lot shall use his or her best efforts to keep and maintain in an attractive, healthy, live and growing condition, any and all grass, shrubs, trees, and other decorative landscaping which may be planted or growing upon said Lots.

Such maintenance shall also include, without limitation, painting, repair, replacement and care for roofs, gutters, downspouts, exterior building surface, walks, lawns, walls, and other exterior

improvements and glass surfaces. All repainting or staining and exterior remodeling shall be subject to prior review and approval by the Board or its designated committee as set forth in these Declarations. Damage caused by fire, flood, storm, vandalism or other causes shall likewise be the responsibility of each Owner and shall be restored within a reasonable period of time. Additionally, playground equipment must be properly maintained and may not be allowed to fall into disrepair. The Board, or its designated committee, may determine in its sole discretion when a Lot or Living Unit has not been maintained in a manner consistent with these provisions.

(o) Holiday Decorations.

All holiday decorations must be removed within thirty (30) days of the particular holiday or celebration.

(p) Solar Units.

No solar heating or cooling units or other type of solar unit shall be constructed, erected, placed or maintained upon any Lot, structure, or Living Unit within Blue Heron, nor shall changes or additions thereto be made, until the plans and specifications showing the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the Lot and structure and to surrounding structures and topography by the Board or its designated committee.

(q) Awnings.

Metal or fiberglass awnings are not permitted. Retractable cloth or canvas awnings or overhangs are permitted, but must be approved by the Board or its designated committee unless placed in the rear of the Living Unit.

(r) Improvements.

The construction of any improvement on a Lot or to a Living Unit shall be completed within six (6) months from the beginning of making the improvement so as to present a finished appearance when viewed from any angle. In the event of undue hardship, this provision may be extended for a reasonable length of time upon written approval from the Board or its designated committee. Lots shall be kept in a neat and tidy condition during periods of construction or making improvements. Trash and debris shall not be permitted to accumulate, and supplies of dirt, brick, block, lumber and other similar materials must be piled only in such areas as may be approved by the Board or its designated committee.

(s) Unimproved Lots.

All unimproved Residential Lots shall be kept in a neat and orderly condition, free of brush, vines, weeds and other debris, and grass thereon shall be cut or mowed such that the grass does not exceed a height of 8 inches.

(t) Repair of Building.

No building or structure upon any portion of a Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(u) Parking.

Based upon the large amount of complaints concerning on-street parking and the problems it causes, the Association discourages the parking of vehicles in the streets or roadways for safety and traffic flow reasons. As such, all vehicles of any Owner, tenant, or resident must be parked in the driveway and/or garage. As set forth in Section (M) of these Rules, vehicles shall not be parked on any lawn or grassy area. Additionally, no vehicle shall be parked on any Open Space or Common Area of the property, except for the designated parking lots in these areas. The parking lots in the Common Areas that are adjacent to the parks are for the use of visitors to the parks and are not to be used for the frequent parking of any vehicle unless it is for the purpose of using the parks. The Association prohibits the use of these parking lots as "overflow" parking on a regular or frequent basis. If an Owner cannot fit all of their vehicles into the garage or in the driveway of the Owner's Lot, the parking lots adjacent to the parks are not to be used for parking additional vehicles.

The Association does recognize that Owners or residents may *infrequently* have guests that will be required to park on the street or in the parking lots adjacent to the parks due to a social gathering, special event, party or guests staying for a few days; however this is expected to be *infrequent*. Owners or residents may also have a personal need that would require *infrequent* parking in the street/roadways. Any parking violation issue deemed to be frequent or done on a regular basis will result in a warning letter being sent to the Owner of the Lot. Continued or additional violations will result in a fine as set out in the Enforcement Rules section of this document. The Board or its designee reserves the right to determine when an issue becomes frequent, on a regular basis, or a nuisance under these Rules.

(v) Clothes Drying Facilities.

Outside clothes lines or other outside facilities for drying or airing cloths shall not be erected, placed or maintained on any portion of a Lot.

(w) Painting.

Approval from the Board or its designated committee is required for repainting of any house or its trim, unless it is being painted the identical color. The sample submitted for review and approval with the request must be the new paint to be used. When reviewing requests, the Board or its designated committee will compare the new sample with the house to see that the color is still aesthetically appealing for our community.

(x) Roofing material.

Replacement shingles are not required to be the same as the current shingle, but must be approved by the Board or its designated committee so that it is aesthetically appealing for our community.

(y) Shutters

Exterior shutters must be approved by the Board or its designated committee so that it is aesthetically appealing for our community.

(z) Siding and mailboxes

Replacement siding and mailboxes must be approved by the Board or its designated committee so that it is aesthetically appealing for our community.

Additional Pertinent Provisions from Declarations

Section 6.6 Additional Structures, Additions, Changes or Alterations. No building addition, fence, wall or other additional structure shall be commenced, erected or maintained upon the Lot, nor shall any exterior addition to, or change or alteration be made to any structure, including the dwelling, until the plans and specifications showing the nature, kind, shape, dimension, materials and location of the change, alteration or addition to be made, or structure to be added shall have been submitted to and approved in writing by the Developer as to harmony of external design and location in relation to surrounding structures and topography. In the event the Developer or, if applicable, said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications and landscaping plans have been submitted to it, approval shall be *deemed denied*. This section shall apply to any changes, alterations or additions planned to be made to a dwelling after the original construction has been completed and to the initial landscaping approvals as provided above. Excepting, however, there shall be permitted an architecturally designed bath house, if used in connection with a swimming pool, an architecturally designed picnic shelter and an architecturally designed storage building not to exceed eight (8) feet by ten (10) feet by eight (8) feet high.

Section 6.7 (a) No Occupancy. No occupancy of an uncompleted dwelling shall be permitted. No occupancy of a basement or garage shall be permitted.

Section 6.7(e) Retaining Walls. All retaining walls must be constructed of approved materials such as new landscaping and/or railroad ties, brick, stone or a combination thereof.

Section 6.7(f) Debris. All debris resulting from excavation, construction and/or grading of each Lot must be promptly removed by the Builder or the Owner of the Lot. No debris, rubbish or scrap material may be placed or dumped on any Lot, Common Area or Open Space in such Plan and/or any adjacent property owned by Developer as may be contemplated for phased development to this Plan.

Section 6.7(g) Curbing. Each and every Owner agrees to use reasonable caution to protect the asphalt street paving and the curbs. If any damage is done to these improvements and the Declarant is required to replace or repair said damage, the cost will be assessed to the Lot Owner whose Lot abuts said curbs or the paving that has been damaged. In the event it is impossible to determine who is responsible for such damage, the matter must be settled by binding non-appealable arbitration as provided herein. The Developer shall have the right at the time, or after the grading of any street or roadway, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot immediately adjacent to such street or roadway, but there shall not be any obligation for the Developer to do so.

Section 6.7(h) Drainage Easements. No structure, planting or other material shall be placed or permitted to remain in any easement, swale or storm water channel which may change or divert the direction of any storm water runoff or which may obstruct or retard the flow thereof.