



RULES AND REGULATIONS

THE CONDOMINIUM AT KENSINGTON VILLAGE ASSOCIATION

These Rules and Regulations are developed to protect people from being infringed upon by other people. The Rules and Regulations tend to remind people to be courteous to others, and to respect their property. Living in a closely-knit environment such as ours, we must respect the lifestyle of our neighbors, the feelings of each, the idiosyncrasies of each, and most of all, must respect the rights of our neighbors.

As we do our own thing, we sometimes forget our neighbor's rights, which may cause conflicts. Therefore, rules become a necessity for all of us to function within the framework for condominium living.

I. COMMON AREA

- 1a. Personal property, such as outdoor or lawn furniture, may be kept inside the Unit porch or patio area. Any bicycles, grills or other storable items must be kept inside the Unit garage.
- 1b. Nothing shall be hung on any outside wall, any overhang, hung on trees, or placed in common areas outside the existing mulched area of the Unit foundation. (Exception - Wreath shall be permitted on front doors. Exception – Bird related items can be hung *IN* trees immediately in front of the unit).
- 1c. A total of three bird related items may be placed within the mulched area of the Unit foundation or hung in the trees (*IN the trees, not ON the trees*) immediately in front of the Unit. Only wrought iron (pole type), not to exceed ~~84~~ ~~72~~ inches in height, designed for that purpose, may be used to display the bird related items in the mulched area of the Unit foundation. The Common Areas around bird related items shall be kept clean of bird and feed waste. Bird related items may not be attached to the outside of the Unit, patio fence, or porch. A birdbath, not to exceed thirty (30) inches in height, may be placed within the mulched area of the Unit foundation.
- 1d. Flowers (annuals and/or perennials) may be displayed in hanging baskets or containers within or on the porch/patio area and displayed in containers or planted in the mulched area directly in front of the Unit porch or patio area. Nothing should be hung on/penetrate any outside walls. Flowers in containers may be placed by each side of the garage door. Wrought iron (pole type) not to exceed ~~84~~ ~~72~~ inches in height may be used to display the hanging baskets. Dead flowers should be removed as soon as possible after the growing season.
- 1e. A total of four non bird related items may be placed within the mulched area of the Unit foundation (which can be flower-garden type decorative items). These items may not exceed eighteen (18) inches in height, with the exception of wrought iron poles used for hanging baskets. Decorative stones will be permitted in the same mulched area.
- 1f. Mulch control edging must be approved by the Board of Directors.
- 1g. No Unit owner or occupant shall plant or install any trees, shrubs, etc., or other plantings on any portion of the common areas without approval of the Board of Directors.

- 1h. Any additions or improvements with prior approval by the Board of Directors, made by owner(s) or occupant(s) are the responsibility of the owner(s) or occupant(s) (i.e. maintenance and/or replacement). No liability for the same will be accepted by the Association.

II. VISIBLE AREAS

- 2a. One flag pole bracket may be attached to the outer surface of one of the porch posts or patio fence. The American flag may be flown from that bracket. Sports flags may be displayed in place of the American flag ON GAME DAY ONLY. Any other decorative flags, banners, buntings, etc. will be allowed with Board approval.
- 2b. A cream/beige roll-up wood or vinyl blind to provide temporary shade may be attached to the inside of the porch. This blind shall not be visible from the sidewalks or street when it is not in use.
- 2c. No towels or clothing are permitted to be hung over porch railings; nor any sheets, blankets, laundry or any kind of other articles are permitted to be hung out of a Unit or exposed on any part of a building area.
- 2d. Seasonal or holiday decorations may be displayed within the porch/patio area. Or in the mulched area directly in front of the unit. Holiday decorations shall not be permitted outside the Unit or in any common area except in the mulched area directly in front of the unit. Garland with lights may be hung on the outside of the porch/patio railing. Trees can be decorated with lights during the Christmas season. (Christmas decorations may be displayed from Thanksgiving until New Years Day).
- 2e. To maintain a uniform exterior, all window treatments (curtains, draperies, and blinds) are to be backed or lined in neutral colors (shades of white or beige).
- 2f. Any screen, storm door or screened porch to be added to any Unit must be approved by the Board.
- 2g. Signs advertising the Unit for sale shall be displayed on the interior side of the window. One professionally prepared sign not to exceed a total of nine (9) square feet may be used. Owner may also display one (1) "For Sale" sign in the mulch bed.
- 2h. All trash is to be kept in the garage until collection day. Do not set your polycarts out until the night before or morning of the scheduled pick-up. Also, please remember when setting out your trash, make certain that the lid on the polycarts is secured and fastened. Return the polycarts to your garage as soon as possible after pick up. Please help keep our community clean by controlling litter.
- 2i. Garden hose must be rolled up on reel and not left laying out. (Exception – hose may be left out within the mulched area and placed behind plantings so not visible from the road during the summer season). Hose reel may not be mounted on building.
- 2j. No fruit and/or vegetable plants may be planted in the mulch area, they may only be grown in containers next to garage door or inside the porch/patio area.
- 2k. A total of 1 security sign can be displayed in the mulch bed.

III. HOUSEHOLD PETS

- 3a. Household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: the owner(s) of pets shall be subject to such Rules and Regulations as the Board may from time to time promulgate, without limitation, the right to place limitations on the size and number and type of such pet(s), and the right to levy enforcement charges against any person(s) who does not clean up after their pet(s); and the right of an occupant(s) to maintain a pet in a Unit shall be subject to termination

if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

- 3b. Present or new owners owning two (2) dogs or two (2) cats are permitted to keep same in their Units, provided that if one (1) dog or one (1) cat should die, it may not be replaced. Present or new owners owning one (1) dog or one (1) cat may keep same in their Unit, and may replace it when it dies.
- 3c. Pets may be tied inside the boundaries of the porch/patio. No pet shall be tethered or left outside in the lawn or common area.
- 3d. All pets must be on a leash when walking throughout the community.
- 3e. All pet litter is to be immediately cleaned up by the pet owner. Any pet owner who fails to immediately clean up pet litter in the common area or fails to maintain a pet on a leash, will be given written warning for the first offense, will be fined \$10.00 for the second offense, and fined \$25.00 for the third or succeeding offenses.

IV. VEHICLES

- 4a. Visitor parking is limited. If you are expecting visitors, you should ask your neighbors' cooperation ahead of time. At no time should an owner or their guest's vehicle block the free flow of traffic throughout the complex. Violation of these parking rules shall subject any of these vehicles to immediate towing off the premises at the vehicle owner's expense.
- 4b. Inoperative vehicles (with flat tires, expired tags, etc.) or vehicles that cannot be identified as belonging to a resident, which are parked in a common area of this complex for 72 hours or more, will be towed off the premises at the vehicle owner's expense.
- 4c. No vehicle repairs shall be undertaken in any common area of the complex (except in the case of an emergency, such as jumping a battery).
- 4d. Parking of junk cars, recreation vehicles, trailers, or any other items in driveways or lawns that deteriorate the value of the property will not be allowed.
- 4e. Vehicles owned by residents are not to be parked in the common areas intended for guest parking for an extended period of time. Generally, "an extended period of time" is meant to mean two days. Residents should park vehicles in their garage or in the limited common area immediately outside their garage.
- 4f. Bicycles may only be used in the street area. Roller blades, roller skates, skateboards and other similar items will not be permitted.
- 4g. The speed limit on all streets of The Condominium at Kensington Village is 15 MPH.

V. OFFENSIVE ACTIVITIES

- 5a. All loud noises, such as dogs barking, boisterous groups, loud music, etc., that infiltrates the condominium walls and/or porches/patios will not be allowed.
- 5b. Nothing shall be done or stored in any Unit which will increase the rate of insurance of any of the buildings, or contents thereof. No Unit owner or occupant or any of his agents shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or any hazardous substances. Exception items would be small quantities of cleaning fluids, paints, or propane gas grills that are normally needed in a household.

VI. COMMUNITY CENTER

- 6a. Any resident who reserves the Community Center for private use must be present for the duration of the event and be responsible for clean up (clean up rules posted) and for any damages incurred.
- 6b. Any private event conducted at the Community Center must be confined to the interior of the building and the patio area.

VII. KEYS ENTRUSTED TO OTHER PERSONS

- 7a. If any keys are entrusted by a Unit owner or occupant, or his or her agent, to an employee of the Association, whether for such Unit or an automobile, truck or other item of personal property, the relinquishment of a key shall be at the sole risk of such Unit owner, occupant or agent. The Association shall not be liable for injury of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

VIII. RULES VIOLATIONS - ENFORCEMENT PROCEDURES

- 8a. Any Unit owner or occupant who fails to comply with the Rules and Regulations, or whose guest fails to comply, or who has not received written approval to deviate from a particular Rule and Regulation, will be given a written notice of the infraction with seven (7) days to correct the infraction; will be fined twenty-five (\$25.00) dollars per day, for the next seven (7) days if the infraction continues. The fine will then increase to fifty (\$50.00) dollars per day, until the infraction is corrected. These fines are in addition to the towing off of premises (at the owner's expense) for violating vehicle Rules & Regulations. All fines will be payable to "The Condominium at Kensington Village Association", and, in accordance with the Condominium Declarations, such fines will be considered "Special Individual Unit Assessments" with all accompanying legal rights of the Association.
- 8b. Any Unit owner or occupant shall have the opportunity to respond to the receipt of a notice of infraction or fine, by requesting, in writing, a hearing by the Board of Directors within ten (10) days after receipt of such notice. The Board of Directors shall schedule a hearing no later than ten (10) days after receiving this request. The Board of Directors will respond, in writing, to the Unit owner or occupant of its decision and discipline imposed, if any, within five (5) days after the date of this hearing.
- 8c. Payment of Condominium Association fees must be received in the property management company's office on or before the 10th of each month. After the 10th a late charge of \$20.00, will be assessed.
- 8d. All returned checks are assessed a Returned Check charge of \$25.00; payment must be made by cashiers check or money order.
- 8e. A Unit owner shall be responsible for any violation of the Declaration, Bylaws, or any other Condominium Organizational Documents, by the unit owner, guests, or the occupants, including tenants, of that Unit Owner's Unit.
- 8f. Notwithstanding anything contained in these rules, the Board shall have the right to proceed immediately or otherwise, with legal action for any violation of the Condominium Organizational Documents, as the Board, in its sole discretion may determine. All costs incurred in compelling compliance, including but not limited to attorney fees, shall be added to the account of the responsible Unit owner.
- 8g. In addition to any other action and in accordance with the procedure outlined in Section 8h, below, actual damages and/or a Special Individual Assessment levied by the Board as an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against a Unit owner in violation.

- 8h. Prior to the imposition of a Special Individual Assessment levied by the Board as an enforcement assessment for a violation, the following procedure will be followed:
1. Written notice(s) will be served upon the alleged responsible Unit owner by delivery to the Unit owner's home in person, or by deposit in the U.S. mail, specifying:
 - a. A reasonable date by which the Unit owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or Special Individual Assessment levied by the Board as an enforcement assessment; and
 - d. A statement that the Unit owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or Special Individual Assessment levied by the Board as an enforcement assessment.
 2. To request a hearing, the Unit owner must mail or deliver a written "Request For A Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required above.
 - a. If a unit owner requests a hearing, at least seven days prior to the hearing the Board shall provide the Unit owner with a written notice that includes the date, time, and location of the hearing. If the Unit owner fails to make a timely request for a hearing or to appear at a scheduled hearing, then the right to that hearing is waived, and the charge for the damages and/or a Special Individual Assessment levied by the Board as an enforcement assessment will be immediately imposed; and
 - b. At the hearing, the Board and alleged responsible Unit owner will have the right to present any evidence. This hearing will be held by the Board in "executive session" and proof of hearing, evidence or written notice to the Unit owner to abate action, and intent to impose the Special Individual Assessment levied by the Board as an enforcement assessment shall become part of the hearing minutes. The Unit owner will then receive notice of the Board's decision and any Special Individual Assessment levied by the Board as an enforcement assessment within thirty (30) days of the hearing.
 3. The Association may file a lien for a Special Individual Assessment levied by the Board as an enforcement assessment and/or damage, which remains unpaid for more than ten (10) days.