

KINCAID TERRACE TOWHOUSE ASSOCIATION

HOUSE RULES

The following House Rules have been developed to ensure harmonious living within Kincaid Terrace. All present and future owners, tenants and occupants of any home within Kincaid Terrace are subject to these rules. Any person who purchases, leases, rents or occupies any unit thereby agrees to abide by the covenants, conditions and restrictions as set forth in the Declarations, Bylaws and these House Rules.

RESIDENCE AND USE RESTRICTIONS

All residences shall be used exclusively for single family residential purposes except for home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash, or storage, provided that there exists no external evidence thereof.

A unit owner may lease their unit, but such lease arrangement must be in writing, must be for a term of more than six (6) months, must comply with the terms of the Association governing documents, must not be for transient or hotel purposes, must provide that the failure to comply in all respects with the Association governing documents shall be a default under the terms of the lease, and must be approved by the Board of Directors. A copy of the lease must be submitted to the Association, along with a copy of the "Supplement to Lease" form provided by the Association. It is highly recommended that owners supply the management office with a key for emergency access purposes.

Entry into the attic areas is prohibited without prior written approval of the Board of Directors. (Obtain approval by submitting written request through the management office). No storage is permitted in the attic areas.

The Association will hold community-wide garage sales. Any other garage sales are prohibited without prior written approval of the Board of Directors. (Obtain approval by submitting written request through the management office).

PARKING

Driveways shall be used for the parking of vehicles by the Owner, or guests of the Owner, of the Unit to which that parking space is allocated. THERE IS NO OTHER PARKING AVAILABLE WITHIN THE COMMUNITY. [It is the Board of Directors interpretation that this rule allows for the parking of only TWO vehicles outside of garage).

At no time shall vehicles extend past the designated driveway into the common area access drive.

There shall be no automotive repair conducted on the driveways.

No wrecked, inoperative, vandalized, or otherwise derelict appearing automobiles shall be kept, placed, stored or maintained any where within the community except within a unit garage.

NUISANCES

No noxious or offensive activities shall be carried on any where within the community, nor shall anything be done therein which might be, or may become, an annoyance or nuisance to the community.

The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other owner.

Motorcycles, loud vehicles, vehicle music should be maintained to a minimum while entering or exiting community.

The Association will strictly enforce Municipal Quiet Hours, 10:00 PM - 7:00 am Sun - Thurs, and 11:00 PM - 7:00 AM Fri - Sat.

PETS

No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit, except domestic dogs, cats, or other normal household pets, provided that they are not kept, bred, or maintained for commercial purposes.

Dogs AND cats shall be restrained at all times to prevent them from becoming a nuisance. Restrained shall be defined as on a leash, held by a person capable of controlling the animal. At no time shall pets be allowed on or in common area unsupervised, unleashed, or tethered to buildings and/or landscaping. The Association will strictly enforce the Municipal "Leash Law" in regards to pet maintenance.

No more than two dogs may be kept in any unit.

Pets shall be walked off Association grounds to minimize lawn damage. Pets shall be cleaned up after immediately. Pets shall not be maintained permanently outside.

EXTERIOR

No exterior modifications, changes, additions, etc may be completed without prior review by the Board of Directors. This process takes a **minimum** of ten (10) days. Homeowners will be responsible for all costs incurred to correct any unapproved modification, change, addition, etc.

No outside pole or antennae shall be erected or maintained without first obtaining the approval of the Board of Directors. This includes satellite dishes.

No basketball standards or other athletic fixtures shall be attached to any residence, or maintained within the community. This includes skate board and/or bicycle ramps.

There shall be no exterior storage of any items, including trash cans.

Trash, garbage, refuse, or other waste shall be disposed of through a designated container. No owner shall permit or cause any trash, garbage, refuse, or other waste to be disposed of on any portion of the Property. Trash should be set out no sooner than the evening before pick-up day (Thursday), and trash containers shall be put away (out of sight) no later than the evening of pick-up day.

Flower pots, flower boxes, etc displayed from any ledge must be securely fastened to avoid falling. Dead or dying plants should be removed out of sight immediately.

No signs of any kind shall be displayed to the public except one sign of not more than five (5) square feet advertising a unit for sale or rent. Yard signs are not permitted. Brochure holders shall not be attached to any building. For Sale/For Rent signs shall be displayed from windows only.

Decks shall be maintained in a clean and orderly fashion. No storage of any kind is allowed on decks.

Proper window coverings must be used (no blankets, sheets, flags, etc).

Screen/storm doors must be approved by the Board of Directors prior to installation.

PREVENTATIVE & EMERGENCY

Any person authorized by the Board of Directors shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a unit or the common areas.

Any person authorized by the Board of Directors shall have the right of access for the purpose of performing any installations, alterations, repairs, and/or utility work to include meter reading, equipment upgrades and/or repairs, provided that requests in advance for entry are made and that any such entry is at a reasonably convenient time for the affected unit owner.

In cases of emergencies, no request or notice is required for entry and such right of entry shall be immediate, whether or not the unit owner is present at the time.

Storage is prohibited in attic spaces.

To minimize the potential of fire, barbeques are not allowed on front balconies, walkways, porches.

VIOLATIONS

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time, and to impose reasonable fines for infractions of all rules and regulations.

On June 11, 1999, the Board of Directors adopted the following schedule of fines for violations: First violation \$25.00; second violation \$50.00; third violation \$100. If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be billed back to the unit owner involved.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Adopted: July 18, 2001

SUPPLEMENT TO LEASE AGREEMENT

Homeowner(s) Name: _____

Address of unit: _____

Article X, Section 10.3 of the Declaration for Kincaid Terrace Townhouse Association states that all lease arrangements must be in writing and shall provide that failure to comply in all respects with the terms of the Declaration, Bylaws and House Rules shall be a default under the terms of the lease. The Board of Directors request that tenant information be submitted to the management office for emergency purposes. This supplement shall insure and provide such information.

This form should be completed and returned to the management office within ten (10) days from execution of any lease agreement. This information is on file for emergency and file purposes only; this information is not available to the general public.

Tenant(s) Name: _____

Mailing Address: _____

Home Telephone: _____

Work Telephone: _____ / _____

Leased From: _____ To: _____

Pet(s) (Include description): _____

I/We, _____, have received and read a copy of the House Rules for Kincaid Terrace Townhouse Association. I understand that the provisions of the Declaration, Bylaws and House Rules of this Association governs my actions as a resident, as well as my family, guests, and invitees.

Signed this _____ day of _____, 20____

(Signature)

(Signature)