

INNES CRAIG TOWNHOUSE ASSOCIATION HOUSE RULES

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

RESIDENCE & USE RESTRICTIONS

All townhouse units shall be used exclusively for single family residential purposes. No business or commercial activity shall be maintained or conducted in any residence, except that professional and administrative occupations may be carried on within the residence so long as there exists no external evidence thereof.

Any unit owner may lease their unit, but such lease arrangements must be in writing and shall provide that the failure to comply in all respects with the provisions of the Declaration, Bylaws and these House Rules shall be a default under the terms of the lease. No unit owner may lease their unit for transient or hotel purposes, including vacation rentals and house exchanges; nor may less than the entire unit be leased. A unit owner who leases his unit shall report to the management agent the occupant's name, mailing address and home and work telephone numbers.

PARKING & RECREATIONAL VEHICLE LOTS

Each unit shall include a single or double garage and a single or double driveway thereto. Vehicle parking is always allowed in these areas and is restricted for the exclusive use of the Owners.

Guest parking areas are for short-term parking only. These areas are not to be utilized for "storage" purposes. Vehicles are considered stored when left for a period exceeding one week.

Recreational vehicles may not be parked except within the designated recreational vehicle storage area.

The recreational vehicle storage area is for the exclusive use of Innes Craig occupants only. Each occupant will be responsible to see that the gates are locked after each use. Any damage that may result from an Owner's failure to relock the parking area shall be the sole responsibility of that particular Owner. The term "recreational vehicles" shall include boats, snow machines, campers, motor homes, and similar devices, but no recreational vehicle stored or parked within the storage area shall be occupied overnight or for any period or purpose other than ingress or egress, cleaning and minor repairs and maintenance; motor rebuilding or overhauling or painting of motors or recreational vehicles shall not be allowed.

To accommodate recreational vehicle owners, the Board of Directors will allow parking of recreational vehicles in driveways, or in Guest Parking if the owner's driveway is too short to accommodate the length of the recreational vehicle, ONLY IF:

1. the vehicle is actively being loaded or unloaded
2. the vehicle is NOT parked for more than two (2) days in a seven (7) consecutive day period
3. the seven (7) day consecutive day period starts on the first day the vehicle is in the neighborhood.

NUISANCES

No noxious or offensive activities (including, but not limited to, the repair of automobiles) shall be carried on upon the property. No horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of a residence and its contents, shall be placed or used in any such residence. No loud noises shall be permitted on the property, and the Board of Directors of the Association shall have the right to determine if any noise or activity producing noise constitutes a nuisance. No Owner shall permit or cause anything to be done or kept upon the property which will increase the rate of insurance thereon or which will obstruct or interfere with the rights of other Owners, nor will he commit or permit any nuisance on the

premises. Each Owner shall comply with all of the requirements of the local or state health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

SIGNS

No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed from, the residences without prior written approval having been obtained from the Board of Directors; provided, however, that the restrictions of this rule shall not apply to any sign or notice of customary and reasonable dimension which states that the premises are for rent or sale. "For Rent" signs may be displayed from inside windows or on the exterior of units above garage doors; "For Sale" signs will be displayed on the exterior of units or inside windows only – no yard signs are permissible. Address, identification signs, and mail boxes shall be maintained by the Association, at the expense of the Owner. The Board of Directors may summarily cause all unauthorized signs to be removed and destroyed.

OUTSIDE INSTALLATIONS

No fences or basketball standards or fixed sport apparatus shall be attached to any residence or placed on any lot without the prior written approval of the Architectural Control Committee (any yard which becomes completely fenced in is the responsibility of the unit owner).

No wiring for telephone, television, internet, or electrical purposes, nor television or internet antennas or satellite dishes, nor machines or air conditioning or heat pump units, nor security lighting or cameras, nor other equipment or appurtenances whatsoever shall be installed on the exterior of any residence, nor on any lot, without prior written approval from the Architectural Control Committee.

Exterior home security cameras must be adjusted so the field of view neither captures nor intrudes into the space of the neighboring properties, common areas, or public spaces, avoiding locations that may invade the privacy of others, such as bedroom windows, or other sensitive areas and must comply with all applicable laws, regulations, and ordinances. Owners are responsible for ensuring the privacy and security of the footage captured by their security cameras and are encouraged to use password protection, encryption, and other security measures to protect their camera systems from unauthorized access. The Association reserves the right to request modifications or removal of security cameras that are deemed to be in violation of this policy or are causing harm or inconvenience to other Owners.

PETS

No animals, livestock, or poultry shall be kept on any lot except that domestic dogs, cats, fish and birds in inside bird cages may be kept as household pets within any residence provided they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities. "Unreasonable quantities" shall be deemed to limited the number of dogs, cats and birds to two (2) each. 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. The Board of Directors have adopted and strictly enforce the Municipal ordinances in regards to animal control; however, all pets, while in common area, must be on a leash at all times. Any animal found unattended may be removed from the property. Furthermore, it will be presumed that if a pet owner's pet is observed violating any restrictions outlined in the Declaration, House Rules and/or Municipal ordinances, the pet owner shall be absolutely liable to each and all remaining Owners for any damage to person or property caused by said pet, brought or kept upon the property by an Owner or by members of his family, guests, or invitees.

PROHIBITED WORK

No Owner may do any work which will jeopardize the soundness or safety of the property, reduce its value, or impair any easement or hereditament, without the unanimous written consent of all of the other Owners being first obtained.

As roof surfaces are Association responsibility, should ice dam or snow removal be required from a roof surface, only an Association approved contractor is allowed. The repair of any damage to a roof surface caused by an unapproved contractor or the Owner is the Owner's responsibility.

MISCELLANEOUS

Unit owners shall be responsible for their guests or renters compliance with the Declaration, Bylaws and House Rules of Innescraig Townhouse Association.

The Board of Directors may authorize entry into a unit in emergencies where the unit or any part of the project is threatened whether or not the Owner or occupant is present at the time.

The Association is not responsible for damages due to fire, water, or theft of personal effects within the unit. Homeowners are encouraged to obtain personal contents insurance.

The most commonly questioned maintenance responsibilities are outlined in the "General Maintenance Responsibilities" Chart.

The common design requirements for owner responsible maintenance and installations are outlined in the "Design Standards" document.

VIOLATIONS

The Board of Directors reserve 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. 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: March 13, 1989

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August 12, 1991

September 14, 1993

August 10, 2015

June 23, 2023