

RESPONSIBILITIES OF OWNERS

- 5.01 . . .all maintenance and repair of a Lot and . . . of the Townhouse, . . .shall be the responsibility of the Owner. . .and all exterior portions [of Lot] and all portions of the Townhouse. . . including . . . exterior roof surfaces, all gutters and downspouts, all surfaces, and all glass, lights and light fixtures, awnings, window boxes, and window screens. . .
- Notwithstanding the foregoing, . . .no Owner shall decorate, change, or otherwise alter the appearance of, any portion of the exterior of his Lot or Townhouse. . . or undertake or perform any work in connection with the maintenance, repair or replacement of any exterior portion of his Lot or Townhouse unless such decoration, change, alteration or work is first approved, in writing by the Association's Board of Directors. . .
- 5.02(b) . . .[if Owner fails to discharge obligations with regard to maintenance and repair, Association, with written notice, can undertake maintenance or make repair at Owner's sole cost and expense]

AUTHORITY OF ASSOCIATION TO ENFORCE RULES, REGULATIONS, BYLAWS:

- 8.04 Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and the Common Areas. . . Copies of such rules and regulations . . . shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations . . . Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless such rule or regulation be specifically overruled cancelled or modified by the Board of Directors. . .
- . . .Upon violation of . . .the By Laws, or any rules and regulations duly adopted, the Board shall have the power to (i) impose reasonable monetary fines which shall constitute a lien upon the Lot of which the occupants are guilty of such violation, or (ii) suspend an Owner's right to vote in the Association, or both. Any such suspension may be for the duration of the infraction and for any additional period thereafter not to exceed 30 days.
- 9.02. Association can impose annual and special assessments, fines. . .
- 9.05. Association can impose individual assessment for "any common expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitees of the Owner of any Lot . . ."
- 9.06. All sums assessed against any Lot . . . shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association

LIMITATIONS ON PERMITTED IMPROVEMENTS, USES:

- 10.02. No improvements of any nature whatsoever unless . . . such improvements are approved by the Board of Directors . . . [internal improvements okay EXCEPT might need approval for “internal improvements which might jeopardize or impair the safety, soundness, or structural integrity of his Townhouse” . . .]
- 10.03. No improvements . . . with respect to exterior of any Townhouse . . . nor change or alteration . . . including . . . painting, decorating, staining, or otherwise changing the appearance of any exterior portion . . . unless and until plans . . . shall have been approved. . . by Board of Directors
- 10.04. Permitted Uses. . .
- -- each Lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein.
- -- Lease or rental of a Lot or any building thereon for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Lot and all the improvements thereon and appurtenant thereto, (ii) is for a term of at least one (1) year, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated by and published by the Board of Directors. All leases shall be required to be in writing and, prior to the commencement of any such lease, the Owners shall provide the Secretary of the Association. . . with copies of such leases. All leases shall expressly restrict the use by the tenant to single family residential purposes only and shall expressly provide that such lease and the rights of the tenant thereunder are subject in all respects to the terms of . . . the By Laws, and all rules and regulations. . .
- 10.05. Exterior Appearance. . . no awnings, shades, or window boxes shall be attached to . . . exterior of any window or door . . . without prior written consent of the Board of Directors . . . no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades . . . All shades, drapery linings or other window treatments visible from the exterior of a Townhouse on any window or door shall be white or off-white.
- 10.07. No signs without express written permission of the Board of Directors.
- 10.08. . . reasonable number of generally recognized house pets, subject to rules and regulations adopted by the Association. . . provided such pets are kept as domestic pets and not for any commercial purpose. Pets can be found to be a nuisance.

- 10.09. Antennas. No antenna, reception disc, or other device. . . shall be erected used or maintained on any portion of the development. . . except for benefit of the entire development
- 10.10. Nuisances . . .no rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development . . no disorderly unsightly or unkempt conditions which could cause embarrassment, discomfort, annoyance or nuisance to occupants of other Lots or which would be in violation of any law or governmental code or regulation.
- 10.11. Motor Vehicles trailers, boats. There shall be no outside storage or parking upon any Lot or any portion of the common areas of any automobile, mobile home, trailer, motor home, tractor, truck camper, motorcycle, motorized bike except within parking spaces assigned.