

**Kensington Courts Community Association, Inc.**  
**Association Rules**

(Rules Expressly Subject to Fines and/or Other Direct Enforcement Action)

**Notice:** *The purpose of this Update is to Merge two previous filings of ‘Association Rules’ (first filed as Attachment 2 of its original filing, as Recorded at 0003/500 through 0003/522, and later Appended by a Recording at 0004/105 through 0004/106, both of the Cecil County Homeowners Association Depository), AND to correct for various discovered clerical errors. Accordingly, this Update supersedes both previous versions in their entirety.*

In Service to the ‘directed purpose’ of the Kensington Courts Community Association (KCCA), the Following List of Association Rules *simplifies, summarizes, clarifies, and implements* the policies, guidelines, and mechanisms, deemed to be necessary to the accomplishment of the community objectives indicated or inferred within KCCA’s Covenants, Bylaws, & Articles of Incorporation, especially in terms of those actions or inactions that can result in “violation conditions”, which can result in the imposition of immediate fines and/or other legal / enforcement consequences.

This list is *not* an exhaustive list of *all* enforceable covenanted obligations & restrictions, but represents only those governing Rules that the KCCA Board of Directors has (in accordance with express governing document authorizations) implemented as part of the framework necessary to accomplishing its mandated mission. More Complete detail, analysis, and context, can be found within KCCA Policy Statements, and the text of the Governing Documents themselves.

In accordance with the Maryland Homeowners Association Act, this list of Rules is on File with the Cecil County Homeowners Association Depository, which is maintained by the Clerk of the Cecil County Circuit Court, and although this List is subject to revision at any time, the most current version can always be viewed & obtained *at* the Cecil County Homeowners Association Depository or at our website ([www.kccaelkton.com](http://www.kccaelkton.com)). Please contact the KCCA Board of Directors (hereinafter ‘Board’) by email for any questions or clarifications at [directors@kccaelkton.com](mailto:directors@kccaelkton.com).

The first digit of the Rule Number designates the KCCA Policy Number which provides the reasoning, context, & guidelines for the rule.

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## **General Application**

COVENANT ENFORCEMENT RULE 1-1: This Rule “incorporates by reference” all of the Fines and other Penalty provisions Documented in the “KCCA Violation Fine Table” (below) as part of the body of these Rules, and extends the effect of those Fines and Penalty Provisions to the various other relevant Rules as specified herein. Also, Members are deemed to be Responsible for compliance to these rules by household members, family members, and visitors or guests, so that responsible Members are subject to the same applicable fines and/or enforcement actions (for violations by such other persons) as would apply had they committed the offending act themselves.

## **Number of Animals Allowed**

COVENANT COMPLIANCE RULE 2-1: The keeping of more than Two Dogs and/or Two Cats (no more than two of each- Dogs & Cats may *not* be substituted for each other in order to increase the maximum number of ‘cats or dogs’ from two to four- for example, three or four dogs or cats is *not* permissible), or Any Other Covenant Prohibited Animal shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.1 of the KCCA Violations Fine Table, as last published.

## **Animal Threats and/or Damage**

COVENANT COMPLIANCE RULE 2-2: Pursuant to Association Covenants & Published Policies, no member shall permit any animal owned or kept by them, their family, visitors, leasees, etc. to cause material damage to the personal property of others, to community property, or to public property, or to behave so as to cause others to reasonably fear for their safety. Any failure to prevent such occurrence shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.1 of the KCCA Violations Fine Table, as last published., and has the potential to result in an animal being declared to be a Nuisance Animal and Removed from the Community pursuant to Ref. #2.1 of that same Fine Table. **Note:** Severe instances may result in an animal being immediately declared an nuisance animal, resulting in the issuance of a notice for immediate removal.

## **Dogs Running Loose**

COVENANT COMPLIANCE RULE 2-3: Pursuant to the covenants & ordinances revered above, no member shall permit any animal owned or kept by them, their family, visitors, leasees, etc. to be present anywhere within the community, outside of a home or fenced-in back yard, without being accompanied by a responsible person, either carried or on a leash, and at all times registered, licensed, & inoculated as required by law. Any failure to prevent such occurrence shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.2 of the KCCA Violations Fine Table, as last published., and has the potential to lead towards an animal being declared to be a Nuisance Animal and Removed from the Community pursuant to Ref. #2.1 of that same Fine Table.

## **Animal Waste**

COVENANT COMPLIANCE RULE 2-4: Pursuant to the covenants & ordinances revered above, no member shall permit any animal owned or kept by them, their family, visitors, leasees, etc. to defecate on any community or public lands, or on any other property that is not that of the member. Any failure to prevent such occurrence shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.3 of the KCCA Violations Fine Table, as last published., and has the potential to lead towards an animal being declared to be a Nuisance Animal and Removed from the Community pursuant to Ref. #2.1 of that same Fine Table.

## **Nuisance Animal**

COVENANT COMPLIANCE RULE 2-5: Pursuant to the covenants revered above, an animal may be declared to be a nuisance animal for any of three reasons: (1) it meets the definition of a “Pit Bull” as defined by association Policy; (2) it has demonstrated itself to be a clear and present danger to the community; or (3) there has been a pattern of covenant violations, regarding the presence of this animal within the community, and the owner has been insufficiently responsive to multiple written notifications, regarding those violations.

In the event that an animal is found by the covenants committee or Board of KCCA to be a “nuisance animal” a Formal Notice Requiring Immediate Removal will be issued to the resident (and Lot owner, if the residence is a leased property). Failure to comply with this Notice will constitute a Violation, subject to fines & other enforcement measures, pursuant to Ref. #2.1, of the KCCA Violations Fine Table, as last published.

**Note:** “Offense Recognition”, for purposes of computing and assessing fine amounts, and for purposes of supporting the finding an animal to be a “nuisance animal” will be counted, assessed and tracked against the individual animal, meaning that offenses involving multiple animals may result in multiple fines.

## **Notice of Fine**

COVENANT COMPLIANCE RULE 2-6: Pursuant to Association covenants & policies revered above, any and all fines assessed for any of the above infractions must be paid within 30 days of the receipt of a Notice of Fine. If Fines are not paid within this timeframe, the animal may immediately be declared a nuisance animal and legal action initiated to (1) remove the animal from the community, and (2) to collect the past due fine assessments, along with any and all collection costs, including attorneys fees and court costs. Requests for Hearing will result in this 30 day fine period, being extended & reinitiated as of the date of the Notice of Final Determination.

## **Pit Bulls**

COVENANT COMPLIANCE RULE 2-7: For purposes of enforcement of the community prohibition against the keeping of Pit Bulls, the term “Pit Bull” is hereby defined to include the following: All breeds that are determined by the Board to be concentrated derivatives of the cross-breeding between Old English Bulldogs, and Early English Terriers. These expressly include (1) Staffordshire Terrier; (2) Staffordshire Bull Terrier; (3) American Staffordshire Terrier; (4) American Bull Terrier; (5) American Pit Bull Terrier; (6) any mixed breed that includes any of these breeds- which, by definition, must include all Bull Terrier mixes; and (because the association does not intend to accept the obligation to do DNA testing on dogs) (7) any animal that appears (in the reasonable judgment of the board) to exhibit the physical appearance of one of these breeds or mixed breeds. The determination of the Board, as to a dog’s “Reasonable Pit Bullness”, is final, except in the case of compelling evidence to the contrary, that a dog is not of a breed that is generally in this line of descent. In that case, the Board has a duty to act in a non-capricious manner, and respond reasonably.

## **Dog Houses**

COVENANT COMPLIANCE RULE 2-8: Dog Houses are permitted, provided that they are the same color and materials of the primary dwelling on a member lot. Dog Runs are permitted throughout the development EXCEPT for Block 11 (including Heather Court and the 100 block of Highland Drive), which is expressly prohibited by Covenant from having Dog Runs. For those areas permitted to have Dog Runs, they must be rectangular or square, and may not exceed a length of 10 feet on any side. Any violations of this rule constitute an architectural violation, subject to fines & other enforcement measures, pursuant to Ref. #3.4 of the KCCA Violations Fine Table, as last published.

## **Dog Size**

COVENANT COMPLIANCE RULE 2-9: Pursuant to an Amendment to the Covenants, Conditions and Restrictions, which was passed by community referendum, there are no longer any size restrictions, on dogs within this development.

## **Leasing of Lots**

COVENANT COMPLIANCE RULE 3-1: Property owners are required to submit copies of any proposed lease use forms to the Association Board for review and approval, prior to the actual use of those documents. No lease agreement may be executed unless it is by way of a form that is compliant to covenant requirements and has been approved by the Board.

Failure of a Member to comply with these requirements shall constitute a violation, subject to fines & other enforcement measures, up to and including termination of lease, pursuant to Ref. # 2.4 & 2.5 of the KCCA Violations Fine Table, as last published.

## **Architectural Changes & Approvals**

COVENANT COMPLIANCE RULE 4-1: Homeowners are required to refrain from making any physical alterations or additions to the exterior of their property, which are material in nature or are otherwise identified by association covenants, policies, or rules, until such time as they have received written authorization from the Board of Directors or its designated Covenants Committee

Any Failure of a Member to comply with this requirement shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of the KCCA Violations Fine Table, as last published.

## **Fences & Gates**

COVENANT COMPLIANCE RULE 4-2: Any metal or wire fencing, including chain-link, is expressly prohibited, except for thin wiring fencing, used inside of (and in conjunction with approved wooden or synthetic material fences), when used for the purpose of increasing the ability of that fence to confine animals to a member's yard. "Stockade" or "Panel" fencing is expressly prohibited, but "Split Rail" or "similar" fencing (as determined by the Board of the Association) is permitted.

In all cases, proposed fence installations must be submitted to the Association for Architectural Review, and written approval received, before installation activities are initiated.

No Fence (incl continuous shrub plantings creating the effect of a fence or a wall) may extend forward of the rear building line of the dwelling on any lot. This does not prohibit (1)the planting of rows of shrubs along the exterior wall of a building, or (2)individual shrubs, which do not give the effect of a fence or wall.

Fences & gates may not be painted, but may be stained in "earth tones" only. In particular, wood fences may be treated with "neutral color wood preservatives". In this context, this means that transparent or semi-transparent wood treatments (which may include wood toned stains) are permitted. *Note: The uncertain use of the term "neutral colors" within Article IX, Section 2(s) of the Declaration of Covenants, is clarified, within Article IX, Section 2(b), to refer to wood stains only.*

Fence height limitation is dependent upon one's address. In parts of the development fences may not exceed 48" in height, while in other parts they may exceed 48", as long as they do not exceed 60". It is the responsibility of the homeowner to determine which limit applies, by checking the website disclosure (by address) on that subject, or by verifying with the Board. Fences may not extend forward of the rear line of a house.

The failure of a Member to comply with any of these constraints, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.3 of the KCCA Violations Fine Table, as last published, and may indicate a failure to secure an Architectural Approval for that Change, thereby constituting a second violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of that same Fine Table.

## **Structures and/or Other Buildings**

COVENANT COMPLIANCE RULE 4-3: No Shack, Barn, Stable or any other Building or Structure may be erected on any Lot at Any Time, with the exception of certain sheds and/or garages, which have been architecturally approved in writing by the association. Garage conversions (which convert garages to living space) are expressly prohibited.

Attached garages may be added onto houses that do not presently have them, or may be modified, so long as they are architecturally & structurally consistent with the existing house, and the community overall, and so long as they result in an aesthetically acceptable end product, including the size and location of such projects, relative to the residential lot they are to be constructed upon.

Detached garages may be constructed upon lots (or modified) consistent with the same conditions placed upon Attached Garages, and provided (1) they do not exceed 24 feet in length, 22 feet in width, or walls of 9 feet in height above the pad; (2) they are sided and roofed with the same materials and colors as the house on that lot; (3) they include concrete or block foundations and concrete floors; (4) they include a blacktop driveway from their entrance to the existing driveway; (5) they are not used for anything other than primarily as a parking area for residential vehicles; and (6) they are not constructed to provide for human habitation, nor are actually used for human habitation, consistent with Article IX, Sections 2(x) and 2(z) of our Covenants. In addition, no side wall may exceed 10 feet in height, from the natural ground level to the top edge. The total height of the roof peak may not exceed 18 feet, and the pitch of the roof may not be less than 5/12 nor more than 10/12.

The failure of a Member to comply with any of these constraints, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.4 of the KCCA Violations Fine Table, as last published, and may indicate a failure to secure an Architectural Approval for that Change, thereby constituting a second violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of that same Fine Table.

## **Sheds**

COVENANT COMPLIANCE RULE 4-4: Shed installations or alterations must be approved in writing, in advance, with respect to color, materials, style, design, size and location. Some of the fundamental architectural guidelines for Shed Approval are: (a) it cannot exceed 144 total square feet and it cannot exceed 8' 3" in height from the top surface of the inner floor to the top surface of the top plate, as measured from the interior of the shed (not including triangular end gables); (b) it must be constructed primarily of wood and wood products; (c) the rise of the roof from the wall must be deemed to be reasonable by the Board, and (d) it cannot be located (in whole or part) in front of the rear foundation line of a primary dwelling. In no case are metal sheds permitted.



The failure of a Member to comply with any of these constraints, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.4 of the KCCA Violations Fine Table, as last published, and may indicate a failure to secure an Architectural Approval for that Change, thereby constituting a second violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of that same Fine Table.

## **Decks**

COVENANT COMPLIANCE RULE 4-5: Deck installations or alterations must be approved in advance, with respect to color, materials, style, design, size and location.

If a Deck is to be constructed of wood it cannot be painted, but may be stained in wood or earth tones only (this means various tones of ‘brown’, not ‘green’). In addition to wooden decks (which remain controlled as described above), composite material decks are also permissible. However, they *also* may not be painted, and “color” embedded within the material itself, must *also* be of an earth tone (brown) color. No other colors are considered to consistent with the theme of the development. These color restrictions apply to all elements of a deck, the substructure, floor, facings, railings, spindles, vertical roof supporting posts, and all associated steps.

White paint (or white composite material) may be used **ONLY** for the vertical posts, railings, and spindles, installed in connection with ‘elevated concrete landings’ (porches) associated with front entryways (in addition to the house trim elements typically installed as white by the original builders).

The failure of a Member to comply with any of these constraints, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.4 of the KCCA Violations Fine Table, as last published, and may indicate a failure to secure an Architectural Approval for that Change, thereby constituting a second violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of that same Fine Table.

## **Storm Doors**

COVENANT COMPLIANCE RULE 4-6: Storm doors must be of “traditional design and must be full view clear glass”. Architectural compliance of a proposed storm door is determined according to published policy by the Board of the Association. Accordingly, Storm Doors must be approved by Architectural Review, before they are installed.

The failure of a Member to comply with any of these constraints, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.4 of the KCCA Violations Fine Table, as last published, and may indicate a failure to secure an Architectural Approval for that Change, thereby constituting a second violation, subject to fines & other enforcement measures, pursuant to Ref. #3.2 of that same Fine Table.

## **Flags and Flag Poles**

COVENANT COMPLIANCE RULE 4-7: The placement of ground-based flag poles is not permitted. However, *small* flag poles (not exceeding 1” in diameter or 6 feet in length), which mount directly to the wooden frames of homes, are permitted, provided that the flags being flown are (in the view of the Association) of a reasonable size, not of an offensive nature, and do not detract from the general aesthetics of the community. Small “garden flags” are also permitted, provided that the poles do not exceed 6 feet in length and the flags do not exceed 4 square feet in area. In the case of the flying by members of United States Flags, they must not be flown in a disrespectful or offensive manner as defined by Federal Law.

The installation of an unauthorized Flag Pole constitutes a violation, subject to fines & other enforcement measures, pursuant to this Rule, Rule 4-1 & Ref. #3.2 of the KCCA Violations Fine Table, as last published, and a failure to correct such violation by Notification Due Date may thereby constitute a second violation pursuant to this Rule, Rule 8-12, and Ref. #3.4 of that same Fine Table.

The flying of flags, other than as approved or permitted above, constitutes a violation, subject to fines & other enforcement measures, pursuant to this Rule, Rule 8-30 & Ref. #4.16 of the KCCA Violations Fine Table, as last published.

## **Painting of Concrete Structures**

COVENANT COMPLIANCE RULE 4-8: CONCRETE APPURTENANTS-

Concrete porches, sidewalks, foundations, and other similar structures may not be painted or embedded with color. It has been concluded that the intent of the principles embedded in the express covenanted prohibition against the painting of wooden structures is properly extended to proposals to paint concrete structures. It has been concluded that such treatments would materially detract from the aesthetic quality of our community, even when such paint is fresh, and substantially *more* when they become worn, faded, or begin to peel.

The painting of concrete structures constitutes a violation, subject to fines & other enforcement measures, pursuant to this Rule, Rule 4-1 & Ref. #3.2 of the KCCA Violations Fine Table, as last published, and a failure to correct such violation by Notification Due Date may thereby constitute a second violation pursuant to this Rule, Rule 8-12, and Ref. #3.4 of that same Fine Table.

## **Driveways**

COVENANT COMPLIANCE RULE 4-9: DRIVEWAYS-

Driveways must be Asphalt, must be reasonably maintained, and may not be expanded without a written approval, received through the Architectural Review Process.

The installation or modification of Driveways contrary to this provision constitutes a violation, subject to fines & other enforcement measures, pursuant to this Rule, Rule 4-1 & Ref. #3.2 of the KCCA Violations Fine Table, as last published, and

a failure to correct such violation by Notification Due Date may thereby constitute a second violation pursuant to this Rule, Rule 8-12, and Ref. #3.4 of that same Fine Table.

### **Derelict or Unlicensed Vehicles**

COVENANT COMPLIANCE RULE 5-1: No derelict or unlicensed vehicles (as determined by the Board of the Association) may be kept upon the Common Areas or on Private Lots, anywhere within the development, including the public and/or private streets adjacent to these areas. No automotive maintenance activities can be conducted in any of these areas, other than minor maintenance of a very short term and occasional nature. Exception: Junk Vehicles may be stored in closed garages, and longer term, personal mechanical work (not as a business) may be performed in garages, provided that it is kept out of the public view by garage doors being kept closed, except for brief periods when it is not necessary for moving things in and out of that garage.

Failure of a member to refrain from these impermissible uses constitutes a violation, subject to fines & other enforcement measures, pursuant to Refs. #2.6 and/or #2.7 of the KCCA Violations Fine Table, as last published.

### **Commercial Vehicles & Large Trucks**

COVENANT COMPLIANCE RULE 5-2: Unless it can be, and IS, stored within a closed garage, no Commercial Vehicles or Trucks exceeding  $\frac{3}{4}$  Ton may be kept anywhere within the development, including the Common Areas, Private Lots, Private Streets, and Public Streets. Vehicles under  $\frac{3}{4}$  ton may be kept on property, pursuant to the other requirements of these covenants.

Failure of a member to refrain from these impermissible uses constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.8 of the KCCA Violations Fine Table, as last published.

### **Trailers, RVs, Campers, & Buses**

COVENANT COMPLIANCE RULE 5-3: Unless they can be, and ARE, stored within a closed garage, no Trailers, Recreational Vehicles (including motor homes), Campers, Buses, or similar vehicles, may be kept anywhere within the development, including the Common Areas, Private Lots, Private Streets, and Public Streets. Exception: R.V.s or campers may be parked on a private driveway for short term periods if it is an infrequent event. For example: (1) for loading and unloading for occasional, personal trips; or (2) short term periods (2 weeks or less) if family members are visiting from distant areas, not more than once per year. Permanent or recurring “storage” of these vehicles on property is expressly prohibited.

Failure of a member to refrain from these impermissible uses constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.9 and/or #2.10 of the KCCA Violations Fine Table, as last published.

## **Machinery & Equipment**

COVENANT COMPLIANCE RULE 5-4: Unless they can be, and ARE, stored within a closed garage, no Machinery or Equipment of any kind or character may be kept anywhere within the development, including the Common Areas, Private Lots, Private Streets, and Public Streets. Exception: (1) Machinery that is “reasonable and customary” in the use and maintenance of a home (such as lawn mowers, trimmers, water pumps, emergency generators, small compressors, etc.) may be kept in garages or sheds; and (2) equipment and machinery required by the Association in connection with maintenance and operation of the Common Area may be stored on the property, as the Board Determines. Failure of a member to refrain from these impermissible uses constitutes a violation, subject to fines & other enforcement measures, pursuant to Refs. #2.11 or #4.1 of the KCCA Violations Fine Table, as last published.

## **Boats & Boat Storage**

COVENANT COMPLIANCE RULE 5-5: As a matter of current Board Policy, for purposes of enabling reasonable enforcement of the boat storage covenant, “Boating Season” shall be defined as running from May 1st to October 31st of each year. During “Boating Season”, boats on side yards or side driveway shall be presumed to be “in transit” from or to backyard storage, and from or to recreational use, and will not be deemed to be in violation of the covenant against improper storage.

However, boats parked or stored in driveways (except on sides of houses), in front yards, on common areas, or on streets, at any time of the year, constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. # 2.12 of the KCCA Violations Fine Table, and if that violation condition is not corrected by deadline of an issued Correction Notice, constitutes an additional violation, subject to additional fines & enforcement measures, pursuant to Ref. #2.13 of that same Fine Table.

Notwithstanding this qualification, beginning November 1st of each year, and through April 30th of each year, any boat sitting at any location other than “properly stored” (as defined within association covenants) within a back yard of a residential lot, shall be deemed in violation, and shall be subject to a fines under both of those same Fine Table Refs.

## **Off Road Vehicles / ATVs**

COVENANT COMPLIANCE RULE 5-6: Except for the lawful operation of Registered and Tagged Motor Vehicles on the streets of the development, the operation of “All Terrain Vehicles (ATVs)” and motorcycles (together referred to as “off road vehicles”) within our development is expressly and strictly prohibited.

Failure of a Member, including family members, guests, leasees, etc., to refrain from engaging in these prohibited acts constitutes a violation, subject to fines & other

enforcement measures, pursuant to Ref. #1.2 of the KCCA Violations Fine Table, as last published.

It should be noted that upon a 4<sup>th</sup> violation of this prohibition, the member's privilege to keep off-road vehicles anywhere within the development (including owner's own lot) will be forfeit for a period of 10 years.

In addition to this, repeated violations may result in civil and/or criminal prosecution.

### **Reckless Driving**

COVENANT COMPLIANCE RULE 5-7: Reckless or otherwise Dangerous Driving within the Development, which could reasonably be expected to put community residents or visitors at risk, including speeding, running stop signs, or other traffic violations, and including the dangerous operation of any vehicle, anywhere within the development, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.3 of the KCCA Violations Fine Table, as last published.

### **Destruction of Property**

COVENANT COMPLIANCE RULE 6-1: The Intentional or Negligent Destruction of personal or real property, whether community property, private property, or public property is prohibited, and any such act constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #1.4 of the KCCA Violations Fine Table, as last published. This includes the unauthorized removal of trees on the Common Areas or other property not belonging to member.

### **Dangerous or Prohibited Activity**

COVENANT COMPLIANCE RULE 6-2: Engaging in any Dangerous or Prohibited Activities on the Common Areas, is prohibited, and any such act constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #1.5 of the KCCA Violations Fine Table, as last published. These Activities Include:

- (a). Throwing Horseshoes from or onto Community owned lands..
- (b). Placing a trampoline anywhere on Community owned lands.
- (c). Any activity which threatens the safety of any other person or pet.
- (d). Any activity which is illegal.

### **Dumping of any Materials**

COVENANT COMPLIANCE RULE 6-3: Dumping of Any Materials without the Express Permission of the Board of Directors of the Association or their designee, anywhere within the community, which equates to more than simple littering or improper storage, constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #1.6 of the KCCA Violations Fine Table, as last published.

### **Encroaching upon Common Grounds**

COVENANT COMPLIANCE RULE 6-4: Encroaching upon or taking control of Common Grounds so as to deny use by other members, constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #2.14 of the KCCA Violations Fine Table, as last published.

### **Planting or Installing Items on Common Grounds**

COVENANT COMPLIANCE RULE 6-5: Any act to plant vegetation or erect or install any item, equipment, or treatment, upon Community Common Lands without written Association approval, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.15 of the KCCA Violations Fine Table, as last published.

### **Moderate Litter or Debris on Common or Public Property**

COVENANT COMPLIANCE RULE 6-6: The depositing (by any person (or visitor) of Member's household) of any Moderate Amounts of Litter, Debris, or other Unauthorized Refuse (Including Sticks, Branches, Grass, or other Vegetable Matter), upon Community or Public Property, Constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #2.16 of the KCCA Violations Fine Table, as last published. The Failure of Any Member to Remove (by Notice Deadline) such Litter, Debris, or other Unauthorized Refuse Constitutes a violation of Community Rules, subject to fines & other enforcement measures, pursuant to Ref. #2.17 of the KCCA Violations Fine Table, as last published.

### **Minor Littering**

COVENANT COMPLIANCE RULE 6-7: Any act of littering within the development constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.2 of the KCCA Violations Fine Table, as last published.

The Failure of a Member to prevent family members, guests, leasees, etc., from Littering, constitutes a violation by that Member, which subject to fines & other enforcement measures, pursuant to that same Ref.

### **Publicly Posted Common Area Rules**

COVENANT COMPLIANCE RULE 6-8: Failure of Any Member (or their family members, guests, leasees, etc.) to Obey any other Publicly Posted Common Ground Rules, constitutes a violation by that Member, subject to fines & other enforcement measures, pursuant to Ref. #4.3 of the KCCA Violations Fine Table, as last published.

## **Vehicles on Common Grounds**

COVENANT COMPLIANCE RULE 6-9: VEHICLES ON COMMON GROUNDS- Members shall not operate or park *any* Motorized Vehicle on Community Owned Common Grounds, except for very occasional occurrences for compelling reasons, such as delivering wood to the site for a split rail fence assembly, delivering equipment for special events scheduled with the Board to take place on Common Grounds, performing approved grounds maintenance, or for other reasons authorized by the Board. Any Member that has been deemed (by way of Notice from the Board) to have engaged in 'more than occasional' incursions, or 'incursions without reasonable cause' may not operate or park *any* Motorized Vehicle on Company Owned Common Grounds at all, without the express written permission of the Board. Any Motor Vehicle on Common Grounds in a way that is inconsistent with this Rule constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.4 of the KCCA Violations Fine Table, as last published.

## **Day Care Provider Registration**

COVENANT COMPLIANCE RULE 7-1: Failure of a Home Day Care Provider to Register with the Association (and receive written approval) as required constitutes a Violation of Community Rules, and is subject to fines & other enforcement measures, pursuant to Ref. #2.18 of the KCCA Violations Fine Table, as last published.

## **Day Care Provider Registration Revocation**

COVENANT COMPLIANCE RULE 7-2: Failure of a Home Day Care Provider to ensure that patrons (including children) respect community property, the rules of the community, and the rights of neighbors, can result in Fines and/or other action depending upon the nature of the violation, and may result in registration / authorization for continuation of that Day Care Service being revoked.

## **Burning of Trash, Leaves, Brush, or Wood**

COVENANT COMPLIANCE RULE 8-1: No Burning of Trash, Leaves, Brush, or Wood, or open fires of any kind other than enclosed barbeque grills are permitted within the development. Any such act constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.7 of the KCCA Violations Fine Table, as last published.

## **Discharge of Firearms**

COVENANT COMPLIANCE RULE 8-2: Discharge of Firearms within the Community for any reason other than Lawful Defense or Law Enforcement Purposes constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.8 of the KCCA Violations Fine Table, as last published.

### **Interference with Official Association Business**

COVENANT COMPLIANCE RULE 8-3: Intentional interference by any Member, family member, guest, leasee, etc. with Association representatives in the execution of official duties constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.9 of the KCCA Violations Fine Table, as last published.

### **Interference with Easement Rights**

COVENANT COMPLIANCE RULE 8-4: Interference (intentional or otherwise) with any easement rights held within the development by any party constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.10 of the KCCA Violations Fine Table, as last published.

### **Noxious Trade or Activity**

COVENANT COMPLIANCE RULE 8-5: Any Trade or other Activity Deemed by the Association to be Noxious in Nature, and Harmful to the Best Interests of the Community, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.11 of the KCCA Violations Fine Table, as last published.

### **Human Habitation in Garages or Outbuildings**

COVENANT COMPLIANCE RULE 8-6: Any Failure to prevent Human Habitation within a Garage or Outbuilding that is in the Development and under the control of a Member Constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #1.12 of the KCCA Violations Fine Table, as last published.

### **Reasonable Property Maintenance**

COVENANT COMPLIANCE RULE 8-7: Any Failure to properly and reasonably maintain a personal property within the development, so as to (within the judgment of the Covenants Committee or Board of the Association) detrimentally impact the aesthetics of the Community, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.19 of the KCCA Violations Fine Table, as last published.

### **Excessive Noise**

COVENANT COMPLIANCE RULE 8-8: The creation or encouragement of any circumstances resulting in excessive noise or disturbance within the Community (as determined by the Covenants Committee or Board of the Association) constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.20 of the KCCA Violations Fine Table, as last published.



## **Modifications to Swales or Ditches**

COVENANT COMPLIANCE RULE 8-9: Any modifications to swales or ditches, anywhere within the community requires advanced approval in writing from the Architectural Committee or Board of the Association. Any modifications applied to swales or ditches without that written architectural approval constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.21 of the KCCA Violations Fine Table, as last published.

## **Prohibited Business Activities**

COVENANT COMPLIANCE RULE 8-10: Any business activities conducted within the development that are inconsistent with the intent of our covenants constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.22 of the KCCA Violations Fine Table, as last published.

## **Unfenced or Unapproved Pools**

COVENANT COMPLIANCE RULE 8-11: Failure of a Member to Remove an Unfenced or Unapproved Pool by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #2.23 of the KCCA Violations Fine Table, as last published.

## **Reversal of Non-compliant Architectural Change**

COVENANT COMPLIANCE RULE 8-12: Failure of a Member to Remove an Unauthorized Architectural Addition by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.4 of the KCCA Violations Fine Table, as last published.

## **Removal of Non-compliant Signs**

COVENANT COMPLIANCE RULE 8-13: Failure of a Member to Remove an Unauthorized Sign by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.5 of the KCCA Violations Fine Table, as last published.

## **Removal of Non-compliant Radio or Television Antennas**

COVENANT COMPLIANCE RULE 8-14: Failure of a Member to Remove an Unauthorized Radio or Television Antenna by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.6 of the KCCA Violations Fine Table, as last published.

### **Removal of Non-compliant Vegetation or Landscaping**

COVENANT COMPLIANCE RULE 8-15: Failure of a Member to Remove Unauthorized Vegetation or Landscaping Additions by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.7 of the KCCA Violations Fine Table, as last published.

### **Removal of Non-compliant Basketball Backboards**

COVENANT COMPLIANCE RULE 8-16: Failure of a Member to Remove an Unauthorized Basketball Backboard Installation by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.8 of the KCCA Violations Fine Table, as last published.

### **Removal of Non-compliant Window Air Conditioners**

COVENANT COMPLIANCE RULE 8-17: Failure of a Member to Remove an Unauthorized Window Air Conditioner by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #3.9 of the KCCA Violations Fine Table, as last published.

### **Removal of Accumulated Lumber, Scrap Materials, Junk, etc.**

COVENANT COMPLIANCE RULE 8-18: Failure of a Member to Remove an Accumulation of Lumber, Scrap Materials, Trash, Junk etc., by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.4 of the KCCA Violations Fine Table, as last published.

### **Accumulation of Litter or Minor Debris Upon Lot**

COVENANT COMPLIANCE RULE 8-19: Failure of a Member to Prevent an Accumulation of Litter or other Minor Debris upon Lot, including area immediately surrounding lot, including the adjacent ditches and gravel shoulders, and including any adjacent common areas out to 20 feet beyond Member's property lines, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.5 of the KCCA Violations Fine Table, as last published.

### **Failure to Keep Grass of Lot Cut**

COVENANT COMPLIANCE RULE 8-20: Failure of a Member to keep grass cut to required lengths or otherwise maintain appearance of lawn, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.6 of the KCCA Violations Fine Table, as last published.

### **Dirty or Moldy Siding or Other Lack of Property Cleanliness**

COVENANT COMPLIANCE RULE 8-21: Failure of a Member to Correct Dirty / Moldy Siding or other Lack of Property Cleanliness by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.7 of the KCCA Violations Fine Table, as last published.

### **Removal of Toys and/or Clutter**

COVENANT COMPLIANCE RULE 8-22: Failure of a Member to Remove Toys & other Clutter from Public, Nightly, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.8 of the KCCA Violations Fine Table, as last published.

### **Removal of Unapproved Yard Ornaments**

COVENANT COMPLIANCE RULE 8-23: Failure of a Member to Remove Unapproved Yard Ornaments by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.9 of the KCCA Violations Fine Table, as last published.

### **Improper Storage of Trash & Recycling Containers**

COVENANT COMPLIANCE RULE 8-24: Failure of a Member to Properly Store Trash & Recycling Containers, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.10 of the KCCA Violations Fine Table, as last published.

### **Improper Hose Storage**

COVENANT COMPLIANCE RULE 8-25: Failure of a Member to Properly Store Water Hoses constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.11 of the KCCA Violations Fine Table, as last published.

### **Improper Window Treatments**

COVENANT COMPLIANCE RULE 8-26: The Use of Sheets or other unconventional or (within the judgment of the Covenants Committee) aesthetically detracting Window Treatments constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.12 of the KCCA Violations Fine Table, as last published.

### **Removal of Unapproved Exterior Lighting**

COVENANT COMPLIANCE RULE 8-27: Failure of a Member to Remove Unapproved Exterior Lighting by Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.13 of the KCCA Violations Fine Table, as last published.

### **Improper Drying or Airing of Clothes**

COVENANT COMPLIANCE RULE 8-28: Improper Drying or Airing of Clothes constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.14 of the KCCA Violations Fine Table, as last published.

### **Unauthorized Removal of Trees from Member's Lot**

COVENANT COMPLIANCE RULE 8-29: TREE REMOVAL- Unauthorized Removal of Trees from Member's Lot, which are within the zones where such removals are restricted by State Law, constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.15 of the KCCA Violations Fine Table, as last published.

### **Cease & Desist Order**

COVENANT COMPLIANCE RULE 8-30: DEFIANCE OF CEASE & DESIST ORDER- In ANY Situation, where a Member or member of Member's household is engaged in an activity that is Deemed by an Officer of the Association Administration as constituting (a) a Material Threat to Public Safety, (b) a Material Legal or Liability Threat to the Association, (c) an Act of Damage to the Property of Others, or (d) a Material Disturbance of Community Peace &/or Security, AND an Officer of the Association Administration Instructs the Offending Person to Discontinue such activity, AND that Offending Person fails to Discontinue that Activity Immediately or as Instructed, the Member Shall be Deemed to be in Violation of this Rule, Requiring Compliance to Cease & Desist Orders of the Association, and shall be subject to fines & other enforcement measures, pursuant to Ref. #1.13 of the KCCA Violations Fine Table, as last published.

### **Miscellaneous Violations**

COVENANT COMPLIANCE RULE 8-31: OTHER PROPERTY USE VIOLATIONS- Any other Violations of Covenants, relating to Architectural or Property Use provisions, are subject to fines & other enforcement measures, pursuant to Ref. #4.16 of the KCCA Violations Fine Table, as last published.

### **Miscellaneous Violations**

COVENANT COMPLIANCE RULE 8-32: OTHER CORRECTION NOTICES- Failure of a Member to correct any other Architectural or Property Use Covenant Violation by the Notice Deadline constitutes a violation, subject to fines & other enforcement measures, pursuant to Ref. #4.17 of the KCCA Violations Fine Table, as last published.

## General Rule

COVENANT COMPLIANCE RULE 8-33: In any case where (a) a member has been issued any form of Notice to correct a covenant and/or rule violation, which would subject that Member to a daily fine if that violation condition is not corrected by a given deadline date; where (b) that Member does correct that condition, thereby avoiding an imposition of some portion of that daily fine amount; and where (c) that same violation condition subsequently **reoccurs within 30 days of that correction**; the “re-issuance” of that Violation Notice is not subject to the same courtesy “fine avoidance” period, and the daily fine assessment until correction may be resumed as of the date of the re-issuance of that notice.

## General Rule

COVENANT COMPLIANCE RULE 8-34: In any case where (a) a member has been issued any form of Notice to correct a covenant and/or rule violation, which would subject that Member to a daily fine if that violation condition is not corrected by a given deadline date; where (b) that Member does correct that condition, thereby avoiding an imposition of some portion of that daily fine amount; and where (c) that same violation condition subsequently **reoccurs within a period greater than 30 days, but less than 6 months**, that *renewed* violation shall be deemed a “willful 2<sup>nd</sup> (or subsequent) violation”, subject to an immediate fine, pursuant to Ref. #4.16 of the KCCA Violations Fine Table, as last published, in *addition* to the issuance of a 2<sup>nd</sup> (or subsequent) Notice to Correct Violation Condition, under the guidelines of the original topical violation (which *will* include the courtesy fine avoidance period), and a Failure to ensure corrective action by that deadline will result in a 2<sup>nd</sup> round of daily fines until correction under the 2<sup>nd</sup> (& subsequent) violation guidelines.

## Satellite Dishes

COVENANT COMPLIANCE RULE 9-1: SATELLITE DISHES. Failure of a Member to comply with the procedural requirements of this Rule shall constitute a violation, subject to fines & other enforcement measures, pursuant to Ref. # 3.2 of the KCCA Violations Fine Table, as last published.

### General Satellite Dish Installation Rules

(1) KCCA requires, as an OTARD permitted ‘enforceable preference’, that all homeowners/residents, if they choose to establish satellite dish service, restrict such installations to a single dish, not exceeding one meter in diameter, to locations on the side walls or back walls of their house, as near the immediately adjacent roofline as possible, with standard mounting brackets only, and without resorting to the installation of any mast or other devices intended to elevate the dish further than standard brackets would accomplish.

(2) If it is *possible* to receive a reasonable quality signal, without significantly impacting cost and without causing an unreasonable delay, from within these constraints, installations of any other dishes, or at any other location or manner, are prohibited.

(3) If it is *not* possible to receive a reasonable quality signal, without significantly impacting cost and without causing an unreasonable delay, from within these constraints, the *first alternate solution* is to alter the location of the satellite dish (all other restrictions remaining in place) to any location on the roof, which is towards the rear of the house, relative to the ridge of the roofline.

(4) In the event that vegetation, located upon the homeowner's/resident's property and thereby owned *by* that member, presents an obstruction to a clear signal, thereby rendering it otherwise impossible to access a clear signal (within a reasonable timeframe & cost) at any location permitted within the rules above; and if it is possible to access a clear signal from those locations if that vegetation were not presenting an obstruction, then it is incumbent upon the homeowner/resident to trim such vegetation sufficiently so as to enable an installation, which *is* functional and yet compliant to those rules.

(5) This rule is based in the principle that neither KCCA nor its rules are responsible for the 'impairment' that is present, and that, in fact, the homeowner/resident is, in effect, responsible for the creation and/or maintenance of their own impairment, and are not entitled to circumvent these rules through a neglect of their own reasonable responsibility to avoid creating or maintaining their own avoidable impairments.

(6) Accordingly, any costs and/or time delays (reasonably achievable in a matter of a few days, if not mere hours) associated with a homeowner's / resident's need to trim *their own* vegetation (in order to gain access to a reasonably clear signal) is *not* deemed to constitute an 'undue delay' or impose 'undue costs' under federal regulation.

(7) The entirety of the requirements above constitutes the "basic rules".

(8) In the unlikely event that none of the above provisions make it possible to access a reasonably clear signal (within reasonable cost & timing considerations), a *second alternate solution* is permissible, which permits structural deviations to an installation to the minimum extent necessary to reasonably achieving a clear signal. The *second alternate solution* continues to prohibit solutions involving multiple dishes, installations on the ground, installations on the front portions of houses (wall or roof), and installations involving masts greater than the absolute minimum necessary to achieving a reasonable signal.

- (9) Installations involving multiple dishes, installations on the ground, or installations on the front portions of houses (wall or roof), are to be avoided (as a *last resort solution*) if at all reasonably possible. Because there has never been a case within our development, where reasonably achieving service necessitated resorting to the *second alternate solution* or the *last resort solution*, installations non-complaint to the basic installation guidelines will be presumed by KCCA to be in violation of our rules, until such point as the genuine necessity for the deviation is confirmed.
- (10) Satellite Dishes in excess of 1 meter in diameter are expressly prohibited in all cases.

### **Consequences for Violation**

(11) In the event that a satellite dish is installed on a member property in a manner that is inconsistent with the *basic rules*, KCCA will presume that a violation has occurred and a violation review will be conducted.

(12) In the event that KCCA determines through a signal measurement test or other method that a member deviated from the *basic rules*, despite the fact that it was possible for the member to reasonably achieve reasonable service from within the parameters of the *basic rules*, an order will be issued for the member to correct their installation at their own expense, and fines and other penalties may be imposed, including the assessment of all legal costs incurred in achieving the compliance of the member.

(13) Similarly, in the event that KCCA determines through a signal measurement test or other method that a member used a '*less preferred alternate solution*' when a '*more preferred alternate solution*' (as laid out above) would have resulted in reasonable access to a reasonable signal, an order will be issued for the member to correct their installation at their own expense, and fines and other penalties may be imposed, including the assessment of all legal costs incurred in achieving the compliance of the member.

(14) Federal regulations may grant some relief from imposition of assessments to recapture these legal costs (but not fines) in the event that the member's objection is based in a credible point of law, and that member corrects their violation within 21 days of an adverse ruling. However, a violation based in a frivolous or non-existent legal argument will not be shielded from these assessments for recapture of KCCAs legal costs.

### **Procedure for Association Review / Approval**

(15) KCCA requires that all homeowners/residents, who wish to install a satellite dish on their property, complete an architectural review request form, identifying the type of service to be installed, the service provider, the type and dimensions of antenna, and a sketch identifying the intended location for the antenna. In the event that the planned installation does not comply with the ‘*basic rules*’ as defined above, they are to include a written explanation regarding the basis for the conclusion that a deviation is permitted.

(16) **Important Notice:** Mere statements by an installation technician that a ‘basic rule installation’ will not afford a reasonable quality of signal, will not shield a resident member from a violation (and the legal requirement to move the satellite) if a Member then deviates from a ‘basic rule’ installation and KCCA later determines that a reasonable signal was available within the constraints of a ‘basic rule’ installation.

(17) ACCORDINGLY, Members are strongly urged to either (a) ensure that their installation plans conform to ‘basic rule’ guidelines, or (b) voluntarily consult with the KCCA Architectural Review Committee to ensure KCCA concurrence in the necessity of any deviations.

(18) For purposes of Satellite Dish reviews under the OTARD Rules, a Member’s completion & submittal of KCCA’s multipurpose Architectural Review Request Form constitutes a “notice” (serving to ensure that Members are fully informed as to their responsibilities in an installation) and does not constitute an ‘approval application’, per se.

(19) A member must submit the form before proceeding with an installation, but is not prohibited from installing the dish before a response is received.

(20) HOWEVER, if a member proceeds with installation before a written concurrence is received, they assume the full risk and responsibility for the consequences if they chose to deviate from the ‘basic rule’ installation, and KCCA later determines that this deviation was improper.

(21) On the Other Hand, if a Member determines that they need to deviate from the “basic rule” and opt to wait for KCCA to respond, KCCA will conduct its own review, will identify a solution (including location) that it regards as optimal under the entire set of circumstances, and (if that solution is adopted by the Member) will provide a written notice of concurrence, which will, thereafter, be recognized, as provided within our covenants (at Article VIII, Section 3), as prima facie evidence of compliance with Association Rules.