

Kensington Courts Community Association Covenants & Conditions Policy Statement #6

Common Areas

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article IV, Section 2 that, “No portion of any Common Area may be used exclusively by any Owner for personal gardens, storage facilities, or other private uses without the prior written approval of the Association.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article IV, Section 3 that, “No noxious or offensive activity shall be carried on upon any Common Area nor shall anything be done thereon which will become an annoyance or nuisance to the neighborhood.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article IV, Section 5 that, “The right of each Owner to use the Common Areas shall be subject to the terms, conditions, and provisions as set forth in this Declaration and, to any rule or regulation now or hereafter adapted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Areas. All such terms, conditions, provisions, rules, and regulations shall inure to the benefit of and be enforceable by the Association and the Company, or either of them, their respective successors and assigns, against any Owner, or any other person, violating, or attempting to violate the same, either by an action at law for damages or a suit in equity to enjoin a breach or violation, or to enforce performance of any term, condition, provision, rule or regulation. The Association and the Company shall each have the right, summarily, to abate and remove any breach or violation by any Owner at the cost and expense of the Owner.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article V, Section 1 that, “The right to the use and enjoyment of all Common Areas shall be subject to: (i) the right of the Association to charge reasonable admission and other fees for use of facilities within the Common Areas; and (ii) the right of the Association to suspend the voting rights and rights to use the Common Areas by a Owner (a) for any period in which any assessment against his Lot remains unpaid, or (b) for a period not to exceed sixty (60) days for any infraction of published rules and regulations of the Association.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article V, Section 3 that, “Each Owner shall fully and faithfully comply with the rules, regulations, and restrictions applicable to use of the Common Areas, as these rules, regulations, and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order, and cleanliness of the Common Areas. Each Owner shall comply with the covenants, agreements, and restrictions imposed by this Declaration on the use and enjoyment of the Common Area.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article VII that, “In the event the Owner of a Lot fails to comply with a provision of this Declaration or engages in a prohibited use, all costs including legal fees incurred by the Association in connection with obtaining compliance with this Declaration shall be reimbursed by the Owner to the Association upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended states in Article IX, Section 2 that:

“(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any dwelling or any other part of the Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other Members.

(d) Vehicles must be parked in the driveway and driveways must be maintained by Owners. Except for parking within closed garages, and except as herein elsewhere provided, no junk or dilapidated vehicle, commercial vehicle, exceeding 3/4 tons (including vans used for commercial use), trucks, exceeding 3/4 tons, unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria), trailer, recreational vehicle, camper, bus, camp truck, house trailer, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment and machinery as may be reasonable, customary and usual in connection with the use and maintenance of any dwelling and except for such equipment and machinery as the Association may require in connection with the maintenance and operation of the Common Area) shall be kept upon the Property or upon the public or private streets adjacent to the Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. In any event, no vehicles of any kind shall be permitted at any time in the backyard of any Lot. No three or four wheeled ATV vehicles, dirt bikes, or unlicensed motorcycles will be operated in the development. In no event shall motorized recreational vehicles be used in the common areas. Boats may only be kept in the backyard of any Lot provided they are covered with brown, grey or green tarp and are on a trailer.

The Transportation Article within the Maryland Code, at Section 11-127 defines “Highway” as, “the entire width between the boundary lines of any way or thoroughfare of which any part is used by the public for vehicular travel, whether or not the way or thoroughfare has been dedicated to the public and accepted by any proper authority.”

The Transportation Article within the Maryland Code, at Section 11-176 defines a “Vehicle” as, “any device in, on, or by which any individual or property is or might be transported or towed on a highway...” There are a couple of exceptions, but none address motorcycles or ATVs.

The Transportation Article within the Maryland Code, at Section 22-101 establishes that, “A person may not drive and the owner may not cause or knowingly permit to be driven on any highway any vehicle or combination of vehicles that: (i) Is in such unsafe condition as to endanger any person; (ii) Does not contain those parts or is not at all times equipped with lamps and other equipment in proper condition and adjustment as required in this title; or (iii) Is equipped in any manner in violation of this title.”

The Transportation Article within the Maryland Code, at Section 22-203 establishes that, “Every motor vehicle, other than a motorcycle, shall be equipped with at least two headlamps with at least one on each side of the front of the motor vehicle, which headlamps shall emit white light and comply with the requirements and limitations set forth in this title. Every headlamp on every motor vehicle, including every motorcycle, shall be located at a height of not more than 54 inches nor less than 24 inches.

Under the “Trespass” Sub-Title of the Criminal Code:

The Criminal Law Article within the Maryland Code, at Section 6-401 defines “off-road vehicle” as, “a motorized vehicle designed for or capable of cross-country travel on or immediately over land, water, snow, ice, marsh, swampland, or other natural terrain. "Off-road vehicle" includes (i) a four-wheel drive or low-pressure-tire vehicle; (ii) a motorcycle or a related two-wheel vehicle”.

The Criminal Law Article within the Maryland Code, at Section 6-404 establishes that, “Except when traveling on a clearly designated private driveway, a person may not use a vehicle or off-road vehicle on private property unless the person has in the person's possession the written permission of the owner or tenant of the private property. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 90 days or a fine not exceeding \$500 or both.”

The Criminal Law Article within the Maryland Code, at Section 6-405 establishes that, “Except as otherwise allowed by law, a person may not use an off-road vehicle on property known by the person to be owned or leased by the State or a political subdivision. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 90 days or a fine not exceeding \$500 or both.”

The Criminal Law Article within the Maryland Code, at Section 6-301 establishes that, “**Malicious destruction - Generally** (a) A person may not willfully and maliciously destroy, injure, or deface the real or personal property of another. (b) *Penalty - Property damage of at least \$500.-* A person who, in violation of this section, causes damage of at least \$500 to the property is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 3 years or a fine not exceeding \$2,500 or both. (c) *Same - Property damage of less than \$500.-* A person who, in violation of this section, causes damage of less than \$500 to the property is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 60 days or a fine not exceeding \$500 or both.” “

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Board Evaluation- Common Grounds, in General.

COVENANT COMPLIANCE RULE 6-1: DISTRUCTION OF PROPERTY- 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.

COVENANT COMPLIANCE RULE 6-2: DANGEROUS or PROHIBITED ACTIVITES- 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.

COVENANT COMPLIANCE RULE 6-3: DUMPING- 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.

COVENANT COMPLIANCE RULE 6-4: PROPRIETARY USE- 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.

COVENANT COMPLIANCE RULE 6-5: UNAUTHORIZED IMPROVEMENTS- Any act to plant vegetation or erect or install any Ref., 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.

COVENANT COMPLIANCE RULE 6-6: MODERATE LITTER OR DEBRIS- Unauthorized Placement (by whatever means- by any of Member's Household or Guests) of Moderate Amounts of Litter, Debris, or other Unauthorized Refuse (Including Sticks, Branches, Grass, or other Vegetable Matter), Deposited on 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. Additionally, Failure of Any Member to Remove (by Notice Deadline) Moderate Amounts of Litter, Debris, or other Unauthorized Refuse (as defined above), Constitutes a violation of those same Rules, pursuant to Ref. #2.17.

COVENANT COMPLIANCE RULE 6-7: MINOR LITTERING- 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.

COVENANT COMPLIANCE RULE 6-8: MISCELLANEOUS RULES- 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.

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.

This policy may be updated or amended as necessary, as the requirement to do so becomes apparent.

The Board of Directors, KCCA, Inc.