

Kensington Courts Community Association Covenants & Conditions Policy Statement #8

Miscellaneous

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.

(c) no burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind, shall be permitted on any Lot or other part of the property.

(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.

=====

COVENANT COMPLIANCE RULE 8-1: BURNING- 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.

COVENANT COMPLIANCE RULE 8-2: FIREARMS- 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.

COVENANT COMPLIANCE RULE 8-3: INTERFERENCE WITH ASSOCIATION BUSINESS- 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.

COVENANT COMPLIANCE RULE 8-4: INTERFERENCE WITH EASEMENTS- 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.

COVENANT COMPLIANCE RULE 8-5: NOXIOUS TRADE OR ACTIVITY- 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.

COVENANT COMPLIANCE RULE 8-6: GARAGE HABITATION- 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.

COVENANT COMPLIANCE RULE 8-7: GOOD MAINTENANCE- 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.

COVENANT COMPLIANCE RULE 8-8: NOISE- 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.

COVENANT COMPLIANCE RULE 8-9: SWALES (DITCHES)- 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.

COVENANT COMPLIANCE RULE 8-10: BUSINESS ACTIVITIES- 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.

COVENANT COMPLIANCE RULE 8-11: POOLS- 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.

COVENANT COMPLIANCE RULE 8-12: UNATHORIZED ARCHITECTURAL ADDITIONS- 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.

COVENANT COMPLIANCE RULE 8-13: UNATHORIZED SIGNS- 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.

COVENANT COMPLIANCE RULE 8-14: UNATHORIZED ANTENNA- 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.

COVENANT COMPLIANCE RULE 8-15: UNATHORIZED LANDSCAPING- 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.

COVENANT COMPLIANCE RULE 8-16: UNATHORIZED BACKBOARD- 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.

COVENANT COMPLIANCE RULE 8-17: UNATHORIZED A/C- 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.

COVENANT COMPLIANCE RULE 8-18: ACCUMULATED DEBRIS- 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.

COVENANT COMPLIANCE RULE 8-19: YARD LITTER- Failure of a Member to Remove Litter or other Minor Debris from 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.

COVENANT COMPLIANCE RULE 8-20: GRASS CUTTING- 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.

COVENANT COMPLIANCE RULE 8-21: SIDING- 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.

COVENANT COMPLIANCE RULE 8-22: TOYS- 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.

COVENANT COMPLIANCE RULE 8-23: YARD ORNAMENTS- 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.

COVENANT COMPLIANCE RULE 8-24: TRASH CONTAINERS- 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.

COVENANT COMPLIANCE RULE 8-25: HOSES- 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.

COVENANT COMPLIANCE RULE 8-26: WINDOW TREATMENTS- 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.

COVENANT COMPLIANCE RULE 8-27: EXTERIOR LIGHTING- 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.

COVENANT COMPLIANCE RULE 8-28: CLOTHES DRYING- 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.

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.

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.

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.

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.

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.

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 2nd violation”, subject to an immediate fine, pursuant to Ref. #4.15 of the KCCA Violations Fine Table, as last published, in *addition* to the issuance of a 2nd (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 2nd round of daily fines until correction under the 2nd (& subsequent) violation guidelines.

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

The Board of Directors, KCCA, Inc.