Kensington Courts Community Association
Covenants & Conditions Policy Statement #4

Structures

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended state in Article VIII, Section 1 that, "No building, fence, wall, mailbox or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including, but not limited to, changes in color, changes or additions to driveways, or walkway surfaces and landscaping modifications) until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by a covenant committee composed of three (3) or more representatives appointed by the Board of Directors of the Association ("Covenant Committee")… Any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and the addition, change or alteration may be required to be restored to the original condition at the Owner's cost and expense. In any event, no such exterior addition to or change or alteration shall be made without approvals and permits therefore having first been obtained by the Owner from the applicable public authorities or agencies. In addition, no charges, alterations or additions may be constructed which are not in compliance with local governmental guidelines or restrictions.

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended state in Article VIII, Section 4 that, "The Covenant Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate."

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended state in pertinent part, within Article VIII, Section 5 that, "Except as specifically provided herein to the contrary, and without limiting the generality of this Article VIII, the following shall apply to every Lot and dwelling unit within the Property, unless otherwise expressly provided by the Covenant Committee and the Board of Directors:

(a) The installation of any storm door(s) must receive prior approval of the Board of Directors or the Covenant Committee, including, but not limited to, the style, color and material of said storm door(s). Storm doors must be of traditional design and must be full view clear glass.

(b) Exterior wood decks, fences and gates, if any, shall not be painted but may be stained in earth tones only; provided however, that neutral color wood preservative may be applied to such wood decks, fences and gates.

(f) In ground and above ground pools, if any, are allowed subject to the prior approval of the Board of Directors or Covenant Committee.

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

"(g) No fences or walls including continuous shrub plantings which create the effect of a fence or wall shall be permitted in the front yard of any lot. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any Lot which would impede the Association's ability to perform its obligations as set forth in this Declaration, or which would be inharmonious with the aesthetics of the community of which it is a part.

(h) No decorative lawn ornament (unless approved by the Covenant Committee), no structure of a temporary character, and no trailer, tent, shack, barn, pen, kennel, run, or stable shall be erected, used or maintained on any Lot at any time. A storage shed may be erected, constructed or placed on a Lot provided that such shed (i) is approved, in writing, with respect to design (including, but not limited to color and materials), location and construction by the Board of Directors or the Covenant Committee; (ii) if constructed, such shed must be located flush against the dwelling unit situated on the Lot and must be of the same color and material as the dwelling; (iii) any shed must be properly maintained at all times by the Owner of the Lot upon which it is located; (iv) is no larger than one hundred forty-four (144) square feet, one (1) story in height; and (v) complies with all state, local and federal codes.

(k) No play equipment, including without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be attached in any manner to the exterior of any dwelling without the prior approval of the Board of Directors or the Covenant Committee pursuant to Article VIII hereof. If approved in accordance with this Declaration, such play equipment must be properly maintained at all times.

(s) All fences and areas to be fenced must be pre-approved by the Board of Directors or Covenant Committee and may be of earth tones or neutral colors only. Any fence constructed upon the Property shall not extend forward of the rear building line of the dwelling on the Lot upon which any such fence is erected. No fence shall be more than forty-eight inches (48") in height. Chainlink, stockade, and other wire fencing is specifically prohibited; provided, however, thin wire fencing used in conjunction with a split rail or similar fencing for the purpose of enclosing pets is permitted if approval is obtained from the Covenant Committee pursuant to Article VIII.

(v) Children's outdoor permanent playhouses and swinging or climbing apparatus or equipment shall be permitted within a Lot; provided the prior written approval of the Board of Directors or Covenant Committee is obtained and that such equipment, playhouse(s) and/or apparatus is properly maintained at all times.

(x) No garage or outbuilding properly erected on a Lot shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation unless approved by the Covenant Committee. Notwithstanding the foregoing, any Lot owned by the Company upon which is situated a dwelling unit in which the garage has been modified to serve as living area shall be exempt from this paragraph and any grantee of the Company, and its successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot.

(z) Notwithstanding anything to the contrary contained in this Declaration, no garage may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles without the prior written approval of the Board of Directors or Covenant Committee pursuant to Article VIII of this Declaration. Notwithstanding the foregoing, any Lot owned by the Company upon which is situated a dwelling unit in which the garage has been modified to serve as living area shall be exempt from this paragraph and any grantee of the

Company, and successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Lot."
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Board Evaluation- Structures.

The Governing Documents of the Association, including the Articles of Incorporation, the Bylaws, and the Declarations of Covenants, Conditions and Restrictions, establish the duty and authority of the Board of Directors to implement and administer those rules, specified within those documents. They also recognize and confer upon the Board an expectation and duty to issue and promulgate such other rules and regulations as become necessary in achieving the overall set of responsibilities imposed upon the Board.

In Article VIII, Section 1, the Declaration of Covenants, Conditions & Restrictions makes it very clear that **NO changes can be made to the physical exterior of a dwelling or the Lot** without first obtaining advance approval from the Association's Board of Directors, and meeting the requirements of the Town of Elkton. Any such unapproved alteration can result in the owner being legally compelled to returned the structure to previous and compliant condition at that owner's expense.

In Article VIII, Section 4, the Declaration of Covenants, Conditions & Restrictions *repeat* that it is the role of the Board of Directors (or "Covenant Committee, if so delegated) to establish such additional rules and criteria, as are necessary to maintaining the architectural scheme and aesthetics of the community.
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Based upon these authorities, in addition to the Covenants and Restrictions, specifically listed within the Governing Documents of the Association, it is therefore the policy of this board to interpret this subject-matter as follows:

COVENANT COMPLIANCE RULE 4-1: It is intentionally reiterated herein, that there is a specific requirement that homeowners refrain from making any physical alterations or additions to the exterior of their property, which are material in nature (as defined by these documents) or are otherwise specifically mentioned (either herein or within those documents), until such time as they have received written authorization from the Board of Directors or its designated Covenants Committee. Information on this process can be obtained on the Association's website or by contacting the Board of Directors *through* that website at www.kccaelkton.com.

It should be noted that the Association has the authority (as does any other member) to request and obtain a court order, which can direct, that any unapproved alterations be returned to their previous compliant configuration at the homeowner's expense.

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.

PROCESS: Upon inquiry from a homeowner *(specifying the general nature of an anticipated request for Architectural Approval*), a topic specific instruction sheet can be obtained from the Board, which lists the informational Refs. that must be submitted along with the written request for Review and Approval.

The Board or Covenant Committee will review properly submitted Requests, and will issue a determination of approval (including continuing compliance requirements), or denial (explaining the reasons for denial). Upon receipt of this letter of determination, a dissatisfied homeowner may respond with a Request for Reconsideration, stating any additional information that the board may not have been aware of, or any reasons why the determination should be reconsidered.

Other interested neighbors may also submit "interested party requests", which can state that member's reasons for supporting or objecting to the request being submitted by the original homeowner member. These "interested party requests" will also be entered into the consideration of the final decision, to the extent that is appropriate under our governing documents, which varies, depending upon the particular subject matter.

Generally, Requests for Reconsideration, which do not bring forward any new information or reasonings, will not result in a different outcome, because the appropriate decision criteria were already fully considered in the original request, but the opportunity is there, primarily, to provide for the possibility that some new information could become available.

Penalties for initiating structural changes without first receiving approval will (for the time being) be determined on a case by case basis.

Once an Approval Letter has been Received, it should be retained in the owner's permanent file, as evidence (to any future Board's which may arise) that such approval was indeed secured.

TOPIC SPECIFIC GUIDELINES: (All structures, regardless of a member's 'belief in compliance', are subject to Architectural Review, and Require Approval).

COVENANT COMPLIANCE RULE 4-2: FENCES & GATES- 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 is permitted. "Similar" is currently interpreted by the board to include "Picket" fencing, but no other fencing type has yet been approved, as meeting this definition. However, the Board will consider any proposed fencing types (not already prohibited), for purposes of determining whether or not it could fairly be regarded as "similar".

No Fence (including continuous shrub plantings which create 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.

From the overall message of the governing documents of the association, part of the "natural architectural scheme" of the community appears to have a definite preference for "wood tones" over "painted colors". In fact, it specifically prohibits any painting, requires stains to be of 'earth tones', and uses the term "neutral" when it talks about 'wood preservatives'. From that reading, it appears that the "intent" of the covenant is a bias towards "natural wood colors".

The Declaration of Covenants, Conditions and Restrictions (as amended) could be interpreted to infer that only fences made out of wood are acceptable. However, the board recognizes that in the timeframe that this document was drafted, the composite materials, which have subsequently become available, were not known to exist, nor were they taken into consideration in the drafting. The Board has determined that the intent of the drafters in prohibiting "paint" was two-fold. First, it was to prevent the negative appearance of paint that subsequently "peels" as it wears, and it was to prevent the negative appearance of having outdoor color schemes, which conflict with an intended "nature-oriented" theme for the development.

If a Fence or Gate 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 Fences & Gates (which remain controlled as described above), composite material Fences & Gates are also permissible. However, they may not be painted, and if there is "color" embedded in the material itself, it must be either of a wood tone (brown) color, or white. No other colors are considered to consistent with the theme of the development. It is permissible to have a wooden Fence or Gate with composite material components, provided no painting is involved and colors are limited to earth tone browns or white.

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. It may be that this inconsistency could be changed in the future through community referendum, but at this point in time, it IS how it is filed within the Deed Restriction Court Records. 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.

COVENANT COMPLIANCE RULE 4-3: GARAGES / OUTBUILDINGS- The Phrase, "No Shack, Barn, Stable or Buildings may be erected on any Lots at Any Time" originally acted to prohibit all buildings from being constructed except for an actual dwelling, and a shed, not exceeding 144 square feet. During the summer of 2006 the developers expressed that it was their intent that this provision apply to buildings, *other than* detached garages. Also, due to an explicitly expressed desire to remove "detached garages" from this prohibition, an instrument was signed by more than 2/3 of the community (pursuant to the amendment provisions within the covenants, themselves), which authorized the removal of the term, "building" from this phrase.

According to these expressions of intent, and the duties of the Board under Sections 1 & 4 of Article VIII of the Covenants, the resulting Policy is as follows:

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.

More specifically, pursuant to Article IX, Sections 2(x) and 2(z) of the Declaration of Covenants, Garage conversions (which convert garages to living space) are expressly prohibited. A covenanted exception does exist for the model homes, modified by the developers, and used as sales offices. However, none of those situations remain and renders this provision moot.

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.

COVENANT COMPLIANCE RULE 4-4: SHEDS- Any Sheds must be approved 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 feet in height from the top surface of the inner floor; (b) it must be constructed primarily of wood and wood products; and (c) 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.

If a shed is "constructed on site" it must be made, using the same colors and materials as the primary dwelling. Because so many Sheds have been approved by the developers (over the past 10 years) which did not conform, the Board regards the requirement, that constructed sheds be "flush against the dwelling", to be legally unenforceable. Therefore, the Board has no choice but to concede that this provision has been rendered inescapably and effectively void through the actions (and inactions) of the developers to date. It will be an objective to attempt to have this provision removed in future revisions to our Declarations.

While it is preferred that all sheds be made of the same siding and roofing materials as the primary dwelling on the lot, if a shed is purchased and installed on site, those requirements may be waived, provided (1) the materials are of sufficient grade, that the degree of attractiveness of the shed is nearly to the level, as if the same materials of the primary dwelling had been used; and (2) the same color scheme (as the primary dwelling is used.

An additional waiver may be available for sheds that are intended to serve as a children's "playhouse". In that case, the color & material requirements may be relaxed or waived. In all cases, Sheds must at all times be maintained in sufficient good order, that the general appearance of the community is not detracted from.

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.

COVENANT COMPLIANCE RULE 4-5: DECKS- Any Decks must be approved in advance, with respect to color, materials, style, design, size and location.

From the overall message of the governing documents of the association, part of the "natural architectural scheme" of the community appears to have a definite preference for "wood tones" over "painted colors". In fact, it specifically prohibits any painting, requires stains to be of 'earth tones', and uses the term "neutral" when it talks about 'wood preservatives'. From that reading, it appears that the "intent" of the covenant is a bias towards 'natural wood colors".

The Declaration of Covenants, Conditions and Restrictions (as amended) could be interpreted to infer that only decks made out of wood are acceptable.

However, the board recognizes that in the timeframe that this document was drafted, the composite materials, which have subsequently become available, were not known to exist, nor were they taken into consideration in the drafting. The Board has determined that the intent of the drafters in prohibiting "paint" was two-fold. First, it was to prevent the negative appearance of paint that subsequently "peels" as it wears, and it was to prevent the negative appearance of having outdoor color schemes, which conflict with an intended "nature-oriented" theme for the development.

In recognition of the new materials that have become available, the board must interpret how the existing covenants would most logically and most reasonably extend to them. Accordingly, the Policy of the Board (with respect to decks made out of composite materials) is as follows:

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 may not be painted, and if there is "color" embedded in the material itself, it must be either of a wood tone (brown) color, or white. No other colors are considered to consistent with the theme of the development. It is permissible to have a wooden deck with composite material rails, provided no painting is involved and rail colors are limited to earth tone browns or white.

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.

COVENANT COMPLIANCE RULE 4-6: STORM DOORS- The Board has recognized that there is some question as to whether or not some types of Storm Doors meet the technical definition, set forth in the covenant (i.e. "Storm doors must be of traditional design and must be full view clear glass.") A strict interpretation might hold that the intent of this covenant is to limit storm doors to those with a single glass plate from top to bottom, within a single frame. However, there is also a style, which has two glass plates within two "sub-frames", which are mounted within the overall frame. This style also presents, what can be fairly characterized as "full view clear glass". Nevertheless, it could just as easily be argued that this style is prohibited by this covenant merely because the glass consists of two panels, rather than one.

It has been brought to the attention of the Board that there are also some cases where the glass plates of storm doors may be removed or slid up, down or aside, to reveal an underlying screen. The question has been raised as to whether a storm door, which is compliant when the glass is in place, becomes non-compliant

when the glass is removed or slid aside, revealing only screen. If the board were to conclude that such doors would become non-compliant when the glass was removed, it would create a situation where the same door would be both complaint and non-compliant, and as a result the policy would become difficult, if not impossible to enforce.

Therefore, as a matter of practicality, the Board has determined that, it is within the scope of its discretionary authority, to define "full view clear glass" as including any door, which presents a conforming composition and appearance in its primary configuration. The mere fact, that the glass of such a conforming storm door may be removed (or slid aside) at times for ventilation, does not invalidate the conforming status of the door. The Board has determined that this conclusion is consistent with the intent of the covenants to ensure that the entryways of homes present a certain minimum level of attractiveness.

It has also been brought to the attention of the Board that there are some Storm Doors that consist of 2 full-size plates of glass with an approximately ¾" space between them, which is filled by a "mini-blind" unit. After careful consideration the Board has determined that the appearance of these does not meet the intent of our covenants that storm doors be "of traditional design" and be "full view clear glass" nor do they have the aesthetic appearance that was intended by our covenants. Accordingly, the resulting Comprehensive Rule is as Follows:

First, Pursuant to Rule 4-1, Storm Doors must be approved by Architectural Review, *before* they are installed.

Otherwise, because our covenants require "Traditional Design with Full View Clear Glass", the preferred Storm Door Style contains a single plate of glass from top to bottom, surrounded by a single metal frame, not exceeding 6" in width on any side, and is of a color and appearance that is consistent with the general attractive appearance of the home.

However, Storm Doors are also acceptable, which consist of a small number of glass plates (usually 2 to 4; 6 would be considered to be compliant), provided that these plates, together, present a "full view clear glass" appearance, and provided that the portion of the frame separating any two plates does not exceed 4" and all other requirements are met.

Storm Doors, which do not include metal frames or which do not present "full view clear glass" in their primary configuration, are not compliant. This non-compliance determination specifically applies to storm doors with any individual panel, which does not present clear glass in its primary configuration, to doors which amount to "screen doors" only, in their primary configuration, and to doors that incorporate mini-blinds in their construction so as to present a 'mini-blind appearance' rather than a "full view clear glass" appearance.

The fact that an otherwise conforming storm door includes a feature, which permits removing the glass plate(s) at times for ventilation, does not render that door non-compliant.

A Storm Door which consists of a large number of small glass plates, which (in the judgment of the Board) includes so many "frame members" that it no longer appears to be the practical equivalent of a "Full View Clear Glass" Door, is not compliant.

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.

COVENANT COMPLIANCE RULE 4-7: FLAGS & FLAGPOLES- Because the yard size of the Lots within our development tends to be relatively small, and consistent with the apparent "community appearance preservation intent" of our Covenants, as demonstrated in the express prohibition of structures, such as aerial antennas, pipes, permanent clothesline poles, most signs & advertising devices, and unapproved lawn ornaments, the Board interprets this intent to infer that the placement of ground-based flag poles would similarly and materially detract from the general appearance and aesthetics of our community. Additionally, it has become apparent that the 'clanking' and other 'noise' associated with the 'rigging' of large flagpoles, even when there is only a mild breeze, is objectionable to some residents. Therefore, except as provided herein, 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 included below.

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.

[Note: In reaching this conclusion the Board Reviewed all pertinent State & Federal Law, and consulted with the Montgomery County Commission on Common Ownership Communities (a government agency charged with applying the law to arbitrate disputes between homeowners' associations and members- no such entity exists in Cecil County), which (when it was presented with a conflict on this issue) reached the same conclusion that our board did, that citizens are not

guaranteed the right to a permanently fixed flagpole, thereby confirming the legal correctness of our policy.**]**

References:

Maryland Code, Real Property Article, Title 14
§ 14-128 "Display of United States flag by homeowner or tenant
(b) Homeowner or tenant may not be prohibited from displaying… one portable, removable flag of the United States **in a respectful manner**, consistent with **4 U.S.C. §§ 4 through 10**, as amended, and subject to reasonable rules and regulations…"
(d) Rules and regulations. --
"… the board of directors of a… homeowners association… **may** adopt reasonable rules and regulations regarding the **placement and manner of display** of the flag of the United States and a flagpole used to display the flag of the United States on the premises of the property in which the homeowner or tenant is entitled to reside."

United States Code(pertinent sections), 4 U.S.C.

§ 6, Time and occasions for display
(a) It is the universal customer to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed 24 hours a day if properly illuminated during the hours of darkness. [However, such lighting would violate our covenants, thereby making 24 hour displays inappropriate within our community].
(b) The flag should be hoisted briskly and lowered ceremoniously.
(c) The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.

§ 7. Position and manner of display
(c) No other flag or pennant should be placed above… the flag of the United States of America… No person shall display the flag of the United Nations or any other national or international flag equal, above, or in a position of superior prominence or honor to, or in place of, the flag of the United States
(e) The flag of the United States of America should be at the center and at the highest point of the group when a number of flags of States or localities or pennants of societies are grouped and displayed from staffs.
(f) When flags of States, cities, or localities, or pennants of societies are flown on the same halyard with the flag of the United States, the latter should always be at the peak. When the flags are flown from adjacent staffs, the flag of the United States should be hoisted first and lowered last. No such flag or pennant may be placed above the flag of the United States or to the United States flag's right.
(h) When the flag of the United States is displayed from a staff projecting horizontally or at an angle from the window sill, balcony, or front of a building, the union of the flag should be placed at the peak of the staff unless the flag is at half-staff. When the flag is suspended over a sidewalk from a rope extending from a house to a pole at the edge of the sidewalk, the flag should be hoisted out, union first, from the building.
(m) The flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day. On Memorial Day the flag should be displayed at half-staff until noon only, then raised to the top of the staff. By order of the President, the flag shall be flown at half-staff upon the death of principal figures of the United States Government and the Governor of a State, territory, or possession, as a mark of respect to their memory.
(1) the term "half-staff" means the position of the flag when it is one-half the distance between the top and bottom of the staff;

§ 8. Respect for flag
No disrespect should be shown to the flag of the United States of America;
(a) The flag should never be displayed with the union down, except as a signal of dire distress in instances of extreme danger to life or property.
(b) The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.
(c) The flag should never be carried flat or horizontally, but always aloft and free.
(d) The flag should never be used as wearing apparel, bedding, or drapery. It should never be festooned, drawn back, nor up, in folds, but always allowed to fall free.
(e) The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.
(f) The flag should never be used as a covering for a ceiling.
(g) The flag should never have placed upon it, nor on any part of it, nor attached to it any mark, insignia, letter, word, figure, design, picture, or drawing of any nature.
(h) The flag should never be used as a receptacle for receiving, holding, carrying, or delivering anything.
(i) The flag should never be used for advertising purposes in any manner whatsoever. It should not be embroidered on such articles as cushions or handkerchiefs and the like, printed or otherwise impressed on paper napkins or boxes or anything that is designed for temporary use and discard. Advertising signs should not be fastened to a staff or halyard from which the flag is flown.
(k) The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.
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COVENANT COMPLIANCE RULE 4-8: CONCRETE APPURTENANTS-

Concrete porches, sidewalks, foundations, and other similar structures may not be painted. It has been concluded that, when interpreted against the context of the full body of planning documentation for our development in conjunction with the language of our governing documents, 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.

The conclusion of the Architectural Committee and the Board is that our governing documents intended that (a) the architectural policy of the community be one that pursues a harmony with our 'natural surroundings' by preferring natural colors and surfaces, and minimizing the use of paint, and (b) that painted surfaces in general are more prone to lead to maintenance challenges through pealing, fading, color coordination challenges, and the requirement for regular 're-painting'.

It has been concluded that such treatments (and their consequences) 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 peal.

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.

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This policy may be updated or amended as necessary, as the requirement to do so becomes apparent. The Board of Directors, KCCA, Inc.