

Rules & Regulations

For

West Hampton

1. A 25 M.P.H. speed limit within West Hampton shall be adhered to by residents and guests.
2. Vehicles shall not be operated or parked on unpaved areas in West Hampton. No trailers, of any type may be parked closer to the front street than the rear corner of the house on the premises and must be within the yard setbacks.
3. No automobile, motor vehicle, or machine may be dismantled or repaired on any property, nor shall be placed or allowed to remain on any property at any time. These restrictions shall not apply if such vehicle is kept in an enclosed garage and out of sight from the street.
4. No commercial trucks, with the exception of not more than one full sized commercial pick-up shall be permitted to be parked on the premises except in the course of delivery, pick up, or discharge of a specific commercial duty. Said commercial vehicle or recreational vehicles, including but not restricted to boats, campers, jet skis, ATVs, and the like, shall be stored at the rear of the residence, shall be within the yard set-backs, and screened from view of the street and other lots. No tractor-trailer trucks are to be parked or to stay overnight on the street, in the yard, or in the driveway except moving vans that are conducting business.
5. No trailer, tent, shack, garage, barn, outbuilding, or similar type temporary structure shall be placed, erected, or allowed to remain on any property without written consent of the Board of Directors. Nor shall any structure of temporary character be used as a residence temporarily, permanently, or otherwise.
6. All fence installations must be approved by the Board of Directors prior to installation. No solid panel fence can be erected any closer than the corner of the house closest to the street. Corner houses must use rear corner of the house closest to the street. Fences

must be within the yard setbacks. All fences must be kept in good condition. Fences should not lean or be missing planks or panels.

7. All satellite installations must be approved by the Board of Directors prior to installation. Satellites must be less than 22 inches in diameter. Satellites shall only be erected on the rear or side of the house within 5 feet of the rear corner. No radio tower or antenna of any nature shall be placed or allowed to remain on any property.
8. No signs other than a "For Sale" or "For Rent" sign shall be displayed on any lot. Signs shall be limited to one (1) sign per lot.
9. Only break-away mailboxes may be constructed in the subdivision and must be maintained in working order.
10. Each owner shall landscape and maintain his yard in a well-manicured style so as to enhance his own as well as his neighbors' homes and Lots. The grass of each Lot shall be kept at a reasonably short length, and all trees, shrubs, and bushes shall be properly pruned and all yards shall be kept free of weeds. If the yard is not maintained properly, the Association has the right to perform the required work and to bill the Lot owner for said work. The Association may obtain a lien against any Lot owner who fails to timely pay any bill for maintenance work done by the association.
11. No trash of any kind, whether household or yard debris, shall be placed or allowed to remain on any property, except in proper containers. Containers should only be placed by the street on the evening before the day trash is scheduled to be picked up. Each owner shall promptly remove the trash container from the street, in no case later, than the evening of the day trash was removed.
12. The responsibilities of each Lot owner shall include: To clean, maintain, keep in good order, repair and replace at his or her own expense all portions of his or her Lot and Dwelling Unit. Any repair, replacement, and maintenance work to be done by an Owner must comply with any Rules and Regulations of the Association including architectural control and visual harmony. In the event an owner neglects or otherwise refuses to maintain his or her house and other accoutrements in a state of repair consistent with the beauty and welfare of the remaining area, including, but not limited to power washing and/or painting the exterior, then in that event, the Board of Directors may authorize such maintenance, repairs or replacement, and the cost of such maintenance, repairs or replacements shall be the responsibility of that owner.

13. No furniture generally manufactured as interior furniture or for interior use shall be placed or allowed to remain outside as lawn furniture, nor shall such furniture be placed or allowed to remain outside of any heated space. Such furniture includes, but not limited to, upholstered furniture or bedding.
14. No basketball goal of any nature, whether stationary or portable, or regulation size or otherwise, shall be allowed in the street or public right-of-way. Basketball goals shall be allowed in owners' yards or driveway provided they are properly maintained in good repair or condition, both aesthetically and structurally, and they must have nets which look new or nearly new. Any permitted basketball goal is subject to approval and control by the Board of Directors.
15. Each Lot Owner covenants and agrees that he or she will control the noise level coming from any activities on the lot at a reasonable level. The Lot Owner shall not allow the noise level to become a nuisance or to otherwise interfere with adjoining Lot Owners' reasonable use of their Lots.
16. The maintenance, keeping, boarding, and/or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is prohibited within any Lot, except common pets; provided however, that such pets are not kept or maintained for commercial purposes for breeding. All pets shall be registered and inoculated as required by law. No breed of dogs that may be perceived by members of the general public as being dangerous or having a propensity for being dangerous, including but not limited to, Pit bulls, Rottweilers, Dobermans, Chows, and German Shepherds nor any dog whose lineage includes any part of any these breeds, nor any dog that has at any time bitten a person, nor any dog that has been trained as an attack dog, shall be permitted on the Property unless such dog is at all time confined within fencing as follows: The dangerous breeds of dogs described above must be contained in a double fence when outside the residence; these fences must comply with Article IV, Section 5 of the West Hampton covenants. The outer fence shall be a solid panel privacy fence six (6) feet tall. There shall be an interior fence that totally contains the animal or animals running parallel to the privacy fence at a distance of not less than five (5) feet from the outer fence at any point, including the points where the outer fence joins the residence. The inner fence shall also be six (6) feet tall. At no time, nor for any reason, shall the animal or animals be allowed outside the interior fence. Dogs described above must remain in the yard at all times that they are not in the residence. They cannot be walked or exercised in the neighborhood at any time.

17. Any dog house or dog containment structure for any type of dog not fully contained inside a privacy fence must be located behind the house within 30 feet of the back of the house. No dog house or containment structure should be within 30 feet of a street. On a corner lot, no dog house or dog containment structure can be any closer to the street than the back corner of the house.
18. No resident shall place any aluminum foil, plastic or any reflective substance in any window, glass or door except those objects approved by the Board of Directors for energy conservation purposes. Where curtains other than white or off-white are hung, they must be lined or "under-draped" in white or off-white facing the exterior or have blinds of a neutral color in like-new condition. Bent, torn, or broken blinds should be replaced in a reasonable time frame.
19. Homeowners shall be responsible for the actions of any guests or tenants residing on their property. Homeowners shall inform tenants of the rules, regulations, and changes made by letter from time to time.
20. Any modification, building, fence, wall or other structure shall not be commenced, erected, replaced or maintained upon the properties, nor shall any exterior color, exterior addition to or change or alteration therein be made until the plans and specifications showing the color, nature, kind, shape, height, materials, and location of the same shall have been submitted to the association management company and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors. In the event that the Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and will be deemed in full compliance with this regulation.
21. All of these rules and regulations shall apply to all residents even if not specifically so stated in this handbook. The Board of Directors shall be permitted (but not required) to grant relief to one or more residents from specific rules and regulations upon written request and good cause shown, at the discretion of the Board.

22. Every resident shall comply with the rules and regulations as set forth in this handbook, and any rules and regulations that may be adopted or amended from time to time. Failure of a resident to comply shall be grounds for action that may include, without limitation, an action to recover sums due for maintenance, repair or replacement, fines imposed for infractions or both. The Board of Directors of the Association reserves the right to make additional rules and regulations as may be required. These additional rules and regulations shall be binding as all other rules and regulations previously adopted. For details of the Restrictive Covenants, please refer to the Association documents.

VIOLATIONS

Your board encourages the assistance of all residents in the enforcement of these rules and regulations. Violations should be reported, in writing, to the managing agent, not to the Board. The Board and/or its authorized agents will give notice of the violation to the violating resident(s) and any other appropriate persons. All disagreements will be presented to the Board, which will take appropriate action. Residents are once again reminded that **they are responsible for the conduct and actions of their guests and tenants.**

Violators will be given a notification requesting compliance with the Covenants, Rules and Regulations. Failure to abide by the established Rules and Regulations will result in fines.

We, the Board of Directors, earnestly solicit your cooperation in helping us make West Hampton the desirable place to live we all envisioned at the time of purchase. We also ask your involvement in the management of the Association. Please volunteer your services where you feel you can contribute by talking to the appropriate Board member. Let us know how you feel about what we are doing; this is best done by attending the meetings of the Board, the annual meeting, or by personal contact or in writing to the Association Manager. We need your ideas and involvement.