

Rules & Regulations for SINCLAIR

1. A 25 M.P.H. speed limit within Sinclair shall be adhered to by residents and guests.
2. Vehicles (to include trailers, boats, etc) shall not be operated or parked on unpaved areas in Sinclair.
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. If you are repairing a vehicle within sight, this repair must be done within 24 hours.
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 lot within an enclosed privacy fence. 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 or permanent 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. 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. All repairs must match rest of fence in color and style.
7. Satellites must be less than 22 inches in diameter. Satellites shall only be erected on the rear corner of the lot or rear of the home. 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. Any other signs must get HOA approval.

9. 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.

10. 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. Trash cans must be kept out of site.

11. 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.

12. 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.

13. 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' 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.

14. 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. Please use county noise ordinance as a guide.

15. 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. Leash ordinance will be followed when walking dogs.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Every resident shall comply with the rules and regulations as set forth in this handbook, and any rules and regulations to include all restrictive covenants 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 or by calling, to the managing agent, not to the Board. The management company 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 Sinclair 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.