

# **Rules & Regulations**

## **For**

### **Maxwell Ridge**

1. A 25 M.P.H. speed limit within Maxwell Ridge shall be adhered to by residents and guests.
2. Vehicles shall not be operated or parked on unpaved areas in Maxwell Ridge. Trailers, motor homes, commercial vehicles, campers, watercrafts, or other related transportation devices (excluding golf carts) must be parked in an enclosed garage or at the rear of the property within the yard setbacks. These vehicles are not permitted to be visible from the street.
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 a vehicle is kept in an enclosed garage and out of sight from the street.
4. 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.
5. 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.
6. Satellites, antennas, radio receivers, etc. shall only be erected in the ground at the rear of the property or to the side of the home within 5 feet of the rear corner.
7. 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.

8. 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.
9. 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.
10. 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 accouterments 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.
11. 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 is not limited to, upholstered furniture or bedding.
12. 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 driveways 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.

13. 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.
14. No commercial, noxious, or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
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 the keeping of not more than two (2) orderly domestic/common household pets (dogs or cats); 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 IX of the Maxwell Ridge 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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 of Directors 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 Members. 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 of Directors, 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 these governing documents will result in fines.