



MILFORD  
CHASE

RULES & REGS

RULES AND REGULATIONS  
MILFORD CHASE HOMEOWNERS ASSOCIATION

JANUARY 1996

Use Restrictions and Rules

General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Owners holding a Majority of the total votes in the Association.

Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in a Lot may conduct such business activities within the Lot so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Lot; (b) the business activity does not involve persons coming onto the Community property who do not reside in the Community; (c) the business activity conforms to all zoning requirements for the property; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. Leasing of Lots within the Community shall not be considered a business activity violative of this paragraph. All non-residential uses are subject to the prior approval by the Board of Directors.

Common Area. The Common Area shall be used by the Owners and their agents, servants, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association.

Amenities Use. No Owner shall make any private or exclusive or proprietary use of any of the Common Areas and Community Facilities except with the specific approval of the Architectural and Environmental Control Committee and then only on a temporary basis and no Owner shall engage or direct any employee of the Association to do any private business of the Owner during the hours such employee is employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever, including without limitation, storage units, fences, mailboxes, window air-conditioning units, antennas, and private decks, shall be commenced or placed upon any part of the Community, except as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or color/finish changes alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board or its designee. The Board or its designee may promulgate written guidelines for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In the event the Board or its designee fails to approve or to disapprove such design and location within forty-five (45) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on such change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest.

Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

Debris. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any portion of the Property. Garbage, trash and other refuse shall be placed in covered containers. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property.

Single Family Occupancy. No Lot shall be occupied by more than a single family. As used herein, the term "single family" shall mean one or more persons, provided all persons occupying the Lot are interrelated by blood, adoption, or marriage, then the occupancy of that Lot shall be limited to a maximum of three (3) unrelated persons. The words "by blood" shall be deemed to encompass only children, grandchildren, grandparents, brothers, sisters, nieces, nephews, parents, aunts, uncles, and first cousins, and no other degree of kinship. "Occupancy", for purposes of this Declaration, shall be defined as staying overnight in a Lot for a total of more than thirty (30) days, either consecutive or non-consecutive, in any year.

Signs. No sign of any kind, except for one (1) standard "for sale" or "for rent" sign not measuring in excess of two feet by two feet (2' x 2'), placed only inside the enclosed unit, shall be permitted by an Owner within the Community without the written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs. The Board shall also have the right to restrict the size, color, location, and content of any signs consented on and off common areas to under this Section.

Vehicles and Parking. No commercial or disabled vehicles may be stored or parked on any portion of the Property, except in an enclosed garage, and except for those vehicles making deliveries or providing services to the Owners. (This includes street. No parking in the street). A vehicle shall be considered "disabled" if it does not have a current license tag, is unable to be operated at highway speed or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Property, except in a garage, without being operated and driven for fourteen (14) consecutive days or longer with the prior written permission of the Board of Directors.

No house trailers, mobile homes, motor homes, campers, or other habitable motor vehicles of any kind, unlicensed motor vehicles, school buses, trucks, vans, boats, or trailers may be stored or parked on any portion of the Property; provided, however, such vehicles may be stored or parked in or on the Property if parked or stored entirely within an enclosed garage. Garage doors shall be closed at all times except for ingress, egress, or other reasonable use. If any vehicle is parked on any portion of the Property in violation of this regulation or otherwise in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after forty-eight (48) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If forty-eight (48) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the owner or user of the vehicle.

Fences and Walls. (a) Such fences and walls shall:

- (i) complement the design, texture and color of all Structures on the same Lot;
- (ii) shall be a maximum of 6 feet above grade in height;
- (iii) shall include planting as an integral component, and
- (iv) shall not attract attention as distinct architectural elements.

(b) Prohibited Screening:

- (i) woven metal or chain link fences shall not be used;
- (ii) no fence can be closer to the street than the front corner of the house.

Clotheslines. No outside clothesline shall be placed on any Lot.

Antennas. No outside television aerial, satellite dish or radio antennae, or other aerial, antennae or dish for either reception or transmission, shall be maintained upon the Property except that such aerials, antennae or dishes may be erected and maintained within the Units located upon the Property. (Request for 18" satellite disk may be applied for through the Architectural Control Committee).

Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located

adjacent to the Community may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs and cats which are household pets shall at all times whenever they are outside a Lot, be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

Window Treatments. No foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose without Board approval. All window treatments visible from the exterior of a Lot on any window or door will be white or off-white.

Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy of other similar purposes shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee.

Recreational Equipment.

- (i) No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot, except for the following:
- (ii) Basketball goals may be installed in accordance with the guidelines described in (i) above or, if the goal will be visible from the street abutting the lot, as follows:

The goal must be placed at the end or parallel to the driveway a minimum of 20 feet from the street. The goal shall consist of a stainless steel, black, or white metal pole and a plexiglass, fiberglass, or white painted wood standard size backboard. The goal must be kept in a "like new" condition at all times.

Mailboxes. A homeowner will have two options with respect to mailboxes:

(i) Milford Chase custom designed wooden mailbox post with the address number engraved underneath the mailbox; mailbox post is to be painted in an approved color similar to the Milford Chase directional road signs.

or

(ii) Brick mailbox to match the exterior brick of the dwelling. Plans for a brick mailbox must be approved by the Board appointed Architectural and Environmental Control Modification Committee.

CERTIFICATION

The undersigned duly authorized officers of Milford Chase Home Owners Association, Inc. ("Association"), do hereby certify that the foregoing provisions were duly adopted by resolution of the Association's Board of Directors on the 15<sup>th</sup> day of February, 1996, in accordance with Sections 9 and 13 of the Declaration of Covenants, Conditions, and Restrictions for Milford Chase ("Declaration"), and that such shall be binding upon all lots at Milford Chase subdivision, and owners, occupants and guests thereof, until and unless amended, rescinded, modified or supplanted by the Board of Directors or members of the Association in accordance with the Declaration.

This 15<sup>th</sup> day of February, 1996.

MILFORD CHASE HOME OWNERS ASSOCIATION,  
INC.

By: [Signature] [SEAL]  
President

Attest: [Signature] [SEAL]  
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to  
before me this 15<sup>th</sup> day of  
February, 1996.

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]

