

TO ALL OWNERS AND RESIDENTS OF KENTWOOD CONDOMINIUMS;

These rules are adopted for the common well-being and safety of home owners without needlessly hampering the maintenance personnel and/or the Management Committee. Keep in mind that your property is also your investment. These regulations, the Management Committee, and you can improve its values and promote the privacy of all the residents by proper care.

These rules were adopted through approval of the Management Committee and are effective immediately. These rules are in accordance with the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE KENIWOOD CONDOMINIUM PROJECT.

Each unit owner will comply with these rules within 30 days of the signing date and be in compliance with them from then on. Unit owners are responsible for ensuring their tenant (if renting or leasing their unit) comply with these rules.

General Rules

A. Protection of Property

1. The entrance ways in front of the units, the roadways, fire zones, stairways and any part of the carports shall not be obstructed in any way which will prevent their regular use. These areas shall not be used for any purpose other than ingress or egress from the units in the buildings and for emergency purposes.
2. Water closets (toilets) and other water appliances in the buildings shall not be used for any purposes other than those for which they were constructed. Any damage origination in one unit and affecting another unit or common area shall be paid for by the resident or owner in whose unit the damage originated.
3. Wet garbage shall be disposed of in the "disposals" and dry refuse from the units shall be deposited with care in the receptacles provided for such purposes. Oversized boxes etc. will be cut up so as to fit in the garbage receptacle. Anything not fitting in the receptacle needs to be disposed of properly by the owner.
4. All damage to units or common area structures, including carpet, caused by moving or carrying articles in or out of a unit or common area shall be paid for by the resident (unit owner) responsible for the damage.
5. No resident shall use or permit to be brought into the buildings any flammable liquids such as gasoline, kerosene, naphtha, or benzene without, in each case, obtaining written consent of the committee. Explosive or articles deemed hazardous to life, limb or property shall not be brought onto or shored in/on Kentwood Condominium property.
6. No resident or owner shall do any painting or decorating of the exterior of the buildings, fences, or carports or make any alterations, modifications or construct any improvements to the exterior of the buildings or any of the common areas without approval of the Management Committee.
7. All residents must keep the interior of carports and decks clean and free from trash.
8. Management or the Association assumes no liability for loss or damage to property left in/on patios carports or any common areas.
9. No owner shall interfere in any manor with any portion of the lighting or sprinkling system apparatus in or about the common areas without first notifying the Management committee.

10. Illegal fireworks will not be allowed on Kentwood property. Owners must abide by all City, County and State laws when lighting off fireworks. Owners will be held responsible for any damage to the buildings or other common areas caused by fireworks.
11. Owners are the responsible party for their unit(s) whether owner occupied or not.
12. No illegal activity will be permitted on any portion of the Kentwood project.

B. Resident's Special Responsibilities

1. No walkway, entrance way, patio, carport, hallway, or any portion of the common area or limited common area shall be decorated by any resident in any manner without prior consent of the committee. Holiday decorations being the only exception.
2. Any unit owner who wishes to paint any limited common area (deck, patio) or common area must obtain written approval by the Management Committee and abide by the following rules. A) do so at his/her own risk and hold Kentwood harmless. B) Use colors that match the existing colors. ie... Deck colors will be off white and brown. The off white color must match the siding of the building. C) The painting job must have a professional look to it.
3. No article shall be placed in any common area that impedes the entrance to buildings, carports, walkways or another owners unit. No articles shall be placed in any common area that violates fire codes or the safety of others.
4. No bicycles, scooter, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in walkways, entrance ways or stairways or any other of the common areas for any extended period of time (not to exceed 1 hour).
5. Between 10 p.m. and 8 a.m. all noise will be kept to an absolute minimum. No noise disturbance at any time will be made which will annoy or disturb people in other units. Radios, stereos, IV's and/or musical instruments will be kept at a sound level that will not bother residents in their units. No owner/resident shall do or permit anything to be done therein which will interfere with the rights, comforts or convenience of other residents.
6. There will be no smoking of any tobacco products within any enclosed limited common areas, such as hallways and entryways.
7. Owners who smoke inside their units must do everything possible to keep the smoke from entering the hallways.
8. No drinking of alcoholic beverages will be allowed in the common areas.
9. No littering will be allowed by any owner, renter, or any guest of owners.
10. Each owner/resident shall keep his/her unit in good state of preservation and cleanliness and shall not sweep, throw or permit to be swept or thrown from the doors, decks or windows any dirt or other substances. Patios and other limited common areas must be kept in a clean condition and when pertinent snow will be removed by the resident in a timely manner.
11. Window shades, coverings or awnings may not be installed or used on the outside of a unit or in the common area without written approval of the management committee.
12. No sign, notice or advertisement shall be inscribed or exposed at any window, door or other part of the buildings except as shall have been approved in writing by the Management Committee. For Sale, or For Rent signs can be placed in common areas as long as they do not impede any right of way and are well maintained.
13. No radio or television aerial shall be attached to or hung from the exterior of the buildings without approval of the Management Committee. Satellite dishes can be attached to the brick portion of each building or they can be hung from the decks or carports. No dishes are allowed to be attached to any portion of the roof, rain gutters or the siding of the buildings. The owner is responsible for any damages made to any common area from the installation of their satellite dish.

14. As of January 1, 2007, electric Air conditioners (Central Air) must be placed in the common areas as follows: Top units must place them over the existing swamp cooler spot after capping the cooler hole. Middle and lower units who have a patio on the side of their building for air conditioning, must place the central air unit there. Middle and lower units without such spaces must place central air units on a cement pad at the back or side of the buildings. Placement of the air conditioning units cannot obstruct pathways.
15. Owners are responsible for any damage done to roofs, buildings etc, caused by their swamp cooler or air conditioner.
16. Owner/residents shall be responsible for the actions of their children, tenants, guests and approved pets etc. Any damage caused by children, tenants, guests or pets shall be repaired at the cost of the owner/resident within ten (10) days.
17. Water shall not be left running for any unreasonable or unnecessary length of time.
18. Any resident wishing to plant flowers, trees, or shrubs outside on his/her limited common area, other than seasonal flowers/plants, must obtain permission from the Management Committee.
19. Owners can plant bushes, flowers or vegetables in the flower beds outside their units. However, all maintenance of the plants and shrubs in the flower beds in front of the unit patio is the owners' responsibility. Any weeding, pruning or removal of the bushes shall be done by the unit owner who occupies the unit. All trees and bushes planted by the Association as a whole, or by the builders of the complex will be maintained by the Association.
20. No resident or any member of the family or guest of any resident shall be allowed upon the roof of the buildings except for maintenance of swamp coolers. Owners shall hold the Association harmless for any liability stemming from them or a guest climbing on the roof for any reason.
21. Any consent or approval given under these community rules by the Management Committee shall be revocable at any time.

C. Access to Units

The Management Committee and duly authorized agents shall have the right to enter any and all units in case of an emergency originating in or threatening such units. The Management Committee and its duly authorized agents shall also have the right to enter any and all of said units at all other reasonable times as required for the purpose permitted under the terms of the Declaration of Covenants, Conditions and Restrictions, By-laws or management agreements. Except in case of emergency, entry will be made by pre-arrangement with the owner.

D. Complaints

1. Complaints regarding the management of the units and grounds, the actions of the residents and or their guests shall be made **in writing** to the Management Committee. These complaints will be discussed at the committee meetings.
2. Residents should contact the police for all activity of an illegal nature.

E. Sale, Lease, Rental of Units

1. Any unit owner who sells leases or rents his/her unit shall submit to the Management Committee pertinent information concerning the transfer or new occupant within one (1) week of any transfer of title or possession or new renters.
2. It is the responsibility of each unit owner to inform each potential buyer, renter, or leaser of the rules of the Association.
3. The Management Committee reserves the right to EVICT from the premises, at the cost of the owner or said premises, any renter or other non-owner in violation of the Declaration, By-laws, or these rules and regulations for community living.
4. **As** specified in the Articles of Incorporation for Kentwood. Only 30%, or 10 units can be rental units.

F. Single Family Dwelling Units

1. All units are zoned single-family dwelling and are considered such by the Management Committee according to the Declaration and By-laws and as such, multiple families are not allowed.
2. No resident shall occupy or use his/her unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence.

Maintenance Fees Assessments and Responsibilities

- Maintenance fees are due on the first day of each month for the upcoming month. Maintenance fees delinquent greater than 30 days **will** be subject to a \$10 late penalty for each 30 days they are past due.
- A lien will be place on any property that is delinquent more than 90 days. Foreclosure on units which have delinquent maintenance fees can be done at any time after a lien has been placed on the property.
- The owner of the unit which is past due is responsible for all legal fees involved in collecting the past due amount.
- The Management Committee can at any time make monetary assessments on all owners to pay for repairs needed at the complex that the reserves will not cover. All owners will be given a 30 notice before an assessment is due. In the event an assessment of over \$200 is needed, the Management Committee can extend the due date to allow monthly payments to be made.

A. The Maintenance Fee and/or Special Assessments Provide:

1. Maintenance of all common property which shall include but not be limited to:
 - a. Streets, sidewalks, lawns and sprinkler systems.
 - b. Trees and shrubs planted either by the association or by the builders of the complex.
 - c. Street lights and other exterior lighting.
 - d. Electricity required for the lights, sprinkler systems, and other pertinent operations.
 - e. Garbage and trash removal.
 - f. Water and main sewer lines.
2. Building Maintenance:
 - a. Exterior maintenance including paint and repair or replacement of all original buildings and structural member that may deteriorate and fail.
 - b. Roofs
 - c. Rain gutters and down spouts
3. Snow removal from all streets and sidewalks.
4. Insurance of common areas including building structure and grounds as described in the Articles of Incorporation. Directors and officers insurance as described in the Articles of Incorporation.
5. Capital improvements which involve repairs or control of damages and meet approval of the Management Committee and majority of the Homeowners involved.
6. Capital improvements, subject to budget limitations, which do not involve repair or controls of damages and meet the approval of the Management Committee.

B. Owners Responsibilities

The owners are responsible for maintenance of, but not limited to:

- a. Loss insurance on their unit that includes everything from the "studs in" as described in the Articles of Incorporation.
- b. Loss insurance on all belongings inside their unit.

- c. To keep all renters of their unit in compliance of the rules and regulations.
- d. All appliances such as dishwasher, garbage disposal, range, refrigerator, furnace, exhaust fans, air conditional and water heater.
- e. Plumbing fixtures, sinks, basins, toilets and **all** interior pipes and valves.
- f. All walls, flooring, electrical, cabinets, fixtures etc. Everything from the "studs in" as designated in the Articles of Incorporation.
- g. Interior doors, hinges and frames.
- h. Windows and screens.
- i. Seasonal maintenance of air conditioner, swamp coolers and any damage caused by them.
- j. Maintenance of flower beds in front of the unit in which they own. This is a "limited common" area.
- k. Upkeep of the deck and patio attached to their unit.
 - 1. Residents can paint their deck and railings. For rules, please see "Resident's Special Responsibilities" #2.
 - 2. Decks are "limited common" areas, therefore responsibility is shared between the association and the unit owner.

Traffic and Parking

A. Traffic Control

- 1. The speed limit on all driveways and thoroughfares of the development is 5 mph. Drivers are to remain alert for all pedestrians in the development, especially children at play.
- 2. Any resident observed violating any traffic or parking rule will be subject to such disciplinary actions and/or fines as determined by the Management Committee. Discipline for violations by guests of residents will be given to the resident allowing the guest into the Kentwood project. Unit owners will take appropriate action to ensure compliance by renters.
- 3. Residents shall not cause or permit the blowing of any horn from any vehicle of his/her guests or family shall be occupants while on Kentwood property.

B. General Parking

- 1. Each unit is assigned one (1) marked covered parking space. Residents must park in their assigned space. In addition, each unit can occupy one (1) other non-covered space. If a unit is in need of a third parking allotment on an ongoing basis they must notify the Management Committee for approval and they will try to accommodate.
- 2. Non-covered parking for building Bis located on the North side of the building. All four (4) non-covered parking spaces in the parking lot between buildings A and B are to be used by owners from building A.
- 3. All vehicle operators within the confines of the Kentwood project will obey all posted parking regulations. Any vehicle which blocks access to carports or impedes the normal flow of traffic and/or blocks access to any emergency vehicle **will** be towed **away** at the owners' expense. Vehicle operators must comply with any other traffic regulation published in the future for the safety, comfort and convenience of the residents. Residents shall keep their cars in their own carport to the fullest extent possible_
- 4. Residents shall not use carports or parking pads to store non-operational vehicles or vehicles which give the appearance of being non-operational or abandoned. Any vehicle not in constant/regular use will **not** be stored in any parking space in the Kentwood project.
- 5. No horse trailers, ATV's RV's boat trailers, boats, campers, commercial trucks, or similar vehicles (other than pickup trucks) shall be parked on Kentwood property.

These items must be stored off-site. Small trailers can be parked on the property, but only with written consent of the Management Committee.

6. All vehicles must be properly registered and have current tags in order to be parked on Kentwood property. Vehicles not properly registered will be towed at the owners' expense.
7. Any car left unused for more the 60 days will be deemed abandoned and will be towed at the owners' expense.

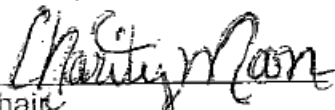

Pets

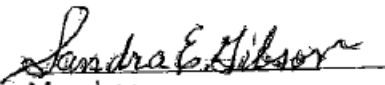

- All pets over the size of a hamster must be registered with Kentwood Management committee within the first 30 days of its residency.
- Temporary pets are not allowed unless there is approval from the Management Committee.

Pet Rules Registered and Unregistered:

1. The pet will remain inside the resident's unit al all times, unless it is carried or on a leash and in the presence of the unit owner/renter.
2. Leashes can be no longer than 10 feet.
3. The pet owner will clean up all feces and/or messes made by their animal or be subject to a fine of **\$10 for each occurrence.**
4. The pet **will** not disturb the other residents at Kentwood by creating an unacceptable revel of .noise or by creating any offensive odors.
5. The pet owner shall indemnify the Management Committee and the Association and hold it harmless against any loss or liability of any kind or character arising from or growing out of having any animal in or on Kentwood Condominiums and all common areas.
6. The pet will not disturb other owners by barking or biting or in other ways becomes obnoxious, notice will be given to have the annoyance discontinued and if not corrected the pet must be removed from the property.
7. Temporary
8. Pets unregistered with the Association **will** be subject to a **\$50 fine for each 30 day time period in which they are unregistered.** This fine will be assessed to the unit owner after a written notice is given.

These Rules and Regulations will replace any previous rules and regulations for Kentwood Condominiums, and the last known Rules and Regulations signed on June 1, 1996 by the Kentwood Management Committee governing at that time


Chair

Vice Chair


Member

Member

Signed on this, the 30th day of November 2006