

THE VILLAGE AT MARSHALL RIDGE
RULES AND REGULATIONS – Amended July 19, 2022

Below are the Rules and Regulations of the Village at Marshall Ridge

A. GENERAL

1. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.
2. The Lots, Common Elements and Controlled Facilities shall be used only for the purposes set forth in the Declaration, Bylaws and these Rules and Regulations.
3. No resident shall make or permit any noise to be made that will disturb or annoy the occupants of any of the Lots in the development or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents. This includes motorized vehicles, radios, fireworks, discharge of firearms, etc.
4. Lot Owners or occupants are responsible for any property damage caused by their families or guests or pets belonging to the resident or another person.
5. Lot Owners will be responsible for all damage to any other Lots, the Common Elements or to the Controlled Facilities resulting from such Lot Owner's failure or negligence to make any necessary repairs to his Lot.
6. Each Lot Owner is solely responsible for the proper care and maintenance of his Lot.
7. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property placed on any Common Element.
8. Bicycle riding is permitted on paved areas only. Sports equipment and/or children's toys must be stored on the owner's lot off of the lawn area when not actively in use and cannot be stored outside in the front or on the side of a unit.
9. Outdoor cooking is permitted in the rear area of the Lots only.

B. AESTHETICS

1. All personal property shall be stored within the Lots.
2. A Security System sign may be placed on a Lot or in the window of the dwelling. No other signs are permitted unless authorized by the Executive Board. An "Open House" sign of a standard real estate tent type is permitted in the front of the Lot Owner's home and displayed for a maximum of four hours on the day of the open house.
3. Small flowering and non-flowering plants may be planted in sidewalk and veranda areas without prior approval to supplement existing shrubs and small trees. However, large decorative shrubs must be compatible with the landscaping plan and may be planted only after prior written approval has been obtained.

4. Driveways, sidewalks, porches and stoops shall be kept free of trash, trash cans and debris.
5. All Units shall be maintained in good condition.
6. Only white or off-white draperies, sheets, or mini blinds may be visible in any window from the exterior of the Unit.
7. No awnings, decks, hedges, screen doors, walls, fences or any other exterior alteration may be installed or erected without prior written consent from the Executive Board or their designee. There is an Alteration Request Form and corresponding Addendums, if applicable, available on the community website or from the community management company for this purpose. Failure to obtain prior approval for the alteration will result in a fine of \$100 and the Owner may be compelled to remove or modify the alteration if the alteration does not meet Association requirements as installed.
8. Outbuildings and Outdoor Recreational Equipment. No playhouse, treehouse, tool house, greenhouse, gazebo, or outbuilding or structure of any type detached from a dwelling, or children's play equipment or recreational equipment shall be constructed or placed on any Lot within the Planned Community without the approval of the Association as to size, design, materials and location. The Declarant reserves the right to prohibit any of the same if, in the opinion of the Declarant, it would constitute a nuisance to Owners of other Lots within the Plan.
9. Front yards shall be landscaped within ninety (90) days after closing, weather permitting.
10. All driveways shall be paved with asphalt.
11. Any change to the landscaping design must be approved by the Board of Directors. Only grass and designated mulched areas are permitted as per the original material design of the plan.
12. Swimming pools, whether above-ground or in-ground, are prohibited.
13. Any wooden sheeting materials must have prior approval.
14. No front porch shall be used for the storage of any item except normal porch furniture. No front yard or side yard shall be used for storage of any item. This restriction shall not apply to building materials and/or equipment stored on the Lot during construction of the dwelling.
15. No window air conditioning units are permitted. Air-conditioning and heating equipment should be located in such a manner so as to provide minimum visual impact from other Lots.
16. No exterior carpeting shall be permitted if it is visible from the street or any neighboring Lot.
17. All hot tubs and spas must be in-ground or incorporated into a deck with enclosed sides and privacy fencing and must have written consent.
18. No outdoor clothes drying apparatus of any sort is permitted. Clothes, sheets, blankets, laundry or other articles of any kind shall not be hung out or exposed on any portion of the property.

19. All lamp posts must be of a uniform design, style and color as determined by the Executive Board. Lamp posts must be maintained in good working condition by the property owner.
20. No obnoxious or offensive activity shall be carried on in any Unit or in the Common Elements.
21. No radio or television aerial, antenna, wiring and/or satellite dish greater than one meter in diameter shall be installed on any Unit without the written consent. In no case shall the device be permitted to be mounted on the front of the unit. The Association may remove, without notice, any aerial, antenna, wiring and/or satellite dish erected or installed in violation of this Declaration and/or the Rules and Regulations. The Unit Owner for whose benefit the installation was made will be liable for the total cost of removal of such aerial, antenna, wiring and/or satellite dish.
22. No parking on the grass.
23. No parking on the sidewalk.
24. Holiday decorations must be removed within 30 days after the end of the holiday.

C. GARBAGE REGULATIONS

1. No burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot.
2. Trash containers shall not be permitted to remain in public view except on days of trash collection.
3. Receptacles must be removed from the curb side the day of the pick-up.
4. Trash pick-up will be on the day specified by the service provider.
5. No incinerators shall be kept or maintained on any Lot.

D. SAFETY

1. No Lot Owner or occupier shall store any explosives, or large quantities of flammable material or hazardous products within his Lot.
2. No Lot Owner or occupier shall discharge any toxic, non-biodegradable substance into storm water sewers or open drain ways.
3. All Lot Owners are responsible for clearing snow and ice from and applying ice-melt treatment to the community Walkways abutting their property within 12 hours of a snow or ice accumulation event. Residents are prohibited from shoveling, plowing or blowing snow onto adjacent roadways and Community Walkways. Please do not use rock salt to treat Community Walkways as it can cause damage to the concrete surface – we recommend magnesium chloride, calcium chloride or a pet-safe product.

E. UNIT INSURANCE

1. All insurance carried by the Unit Owner shall comply with the provisions this regulation pursuant to section 2.6.2 of the Declarations, and shall be carried with insurance companies satisfying the requirements of this regulation.
2. Coverages. The Association's insurance policies DO NOT cover the Units or Unit contents, each Unit must be insured for the following minimum coverages.
 - a) Hazard Insurance with endorsement for extended coverage or such other fire and casualty insurance which provides equal or greater protection for the Unit owners and the holders of eligible mortgages, if any, in each case complying with the applicable requirements of this regulation. Such hazard insurance shall provide coverage for all portions of the Unit including the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against "in special form" including, without limitation , fire, vandalism, malicious mischief, wind, storm and water damage and debris removal. The amount of any such hazard insurance obtained pursuant to this regulation shall be not less than one hundred percent (100%) of the full insurance replacement value of the Unit including the betterments and improvements to a Unit in special form (i.e., 100% of current replacement cost) with "any replacement building cost" and "inflation guard" endorsements, if available. The policy must list the Association as an additional insured.
 - b) Personal Property Insurance on all personal property contained in the Unit.
 - c) Comprehensive General Liability Insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Unit in the minimum amount of one million dollars (\$1,000,000).
3. All insurance obtained by any Unit owner shall be at his/her own expense; provided, however, that (1) such policies shall not be invalidated by the waivers of subrogation contained in the declarations; and (2) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may have in force on the condominium property at any particular time.
4. Proof of insurance must be provided to the Association upon purchase of a Unit by the Unit Owner and thereafter every year prior to expiration of the current policy term a new proof of insurance must be provided for the policy for the following year. At no time will the Unit Owner allow the insurance policy on any Unit owned by them to lapse. If proof of insurance is not provided prior to the date of expiration of the Certificate of Insurance currently on file, the owner will be subject to enforcement and fines specified in the Non-Safety-Related Violations provided in Section K of these Rules and Regulations.

F. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No structure, building or improvement may be constructed on the Common Elements except as is or will be consistent with the use of the Common Elements for the recreation and enjoyment of the members of the Association.

3. No Structure may be erected or maintained on any Unit other than an attached townhouse which is part of a Cluster and its appurtenant garage.

G. USE RESTRICTIONS

1. Dwellings are to be used as single family dwellings ONLY.
2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property which would require employee or customer parking or any amenities which a business open to the public would typically require.
3. No Building shall be erected, placed or altered on any Unit until the Building plans, home designs, blue prints, specifications and plot plan showing the location of the Building shall have been reviewed as to the conformity and harmony of the Building.
4. No trailer or tent shall be placed on any Unit.
5. No patio, retaining wall, landscaping shed, storage building or exterior alteration of any kind may be installed or erected without prior written consent of the Executive Board or their designee. There is an Alteration Request Form available on the community website or from the community management company for this purpose. Failure to obtain prior approval for the alteration will result in a fine of \$100 and the Owner may be compelled to remove or modify the alteration if the alteration does not meet board requirements as installed.
6. No fence shall be erected on any Unit without the written consent and no fence shall be built to a height greater than four feet (4'). No fences allowed in the front of any unit.
7. There shall be no obstruction of the Common Elements, nor shall anything or any structure be stored in or on the Common Elements.
8. No signs, advertising, or other displays shall be maintained or permitted on any part of the Property, with the exception of political signs during an election period, so long as the same are removed within three (3) days after the election and are not installed sooner than twenty-one (21) days before the election.
9. No animals of any kind may be raised, bred or kept in the Planned Community except as stated under Section J, "Pets."
10. The walks and entrances to the Units, and all of the Common Elements must not be obstructed or encumbered.
11. No Lot Owner or occupier shall permit anything to be done or kept in his dwelling or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

H. LEASING

A Lot Owner may lease or sublease his dwelling (but not less than the entire dwelling) at any time provided that:

- a. No dwelling may be leased or subleased for transient or hotel purposes.
- b. A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
- c. Lessors are fully responsible for their tenant's adherence to the Declaration, Bylaws, these Rules and Regulations and the Act.
- d. A copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof.
- e. No lease of less than 12 months duration.
- f. Owner/Lessor will furnish information requested by the Executive Board or their designee for themselves and their tenant(s) including but not limited to names, email addresses, mailing address and contact telephone numbers.

I. REGULATION OF TRAFFIC AND PARKING

- 1. Only licensed motorized vehicles are allowed in driveways.
- 2. No motor-homes, boats, or the like shall be parked in the driveways or streets in excess of a forty-eight hour period per month.
- 3. No vehicles of any kind not utilized on a daily basis shall be "stored" in the driveways; no auto shall be stored under protective covering during the wintermonths in the driveways.
- 4. No commercial trucks, commercial trailers or commercial vans may be parked in the Community for more than the time required to make a delivery or pick-up from a Unit. Motorcycles and recreational vehicles may be parked in Unit garages, but may not be parked in outdoor areas of the Community for more than two (2) consecutive hours or four (4) total hours in any twenty-four (24) hour period. Only minor repairs taking less than twenty-four (24) hours, may be made to automobiles, recreational vehicles or motorcycles in any of the driveways of a Unit, and the owner of such Unit shall be responsible for any damage done to Common Elements as a result of any such repair work.
- 5. No vehicle which is undriveable, due to damage or mechanical failure, or which is not bearing a valid registration plate or current inspection sticker, will be parked for more than seventy-two (72) hours in the driveways or parking areas. Such vehicles will be towed in accordance with the schedule of violations.
- 6. No Owner or Tenant shall repair or restore any vehicle while on Common or on Controlled or Limited Controlled Facilities.
- 7. Parking in common parking areas by unit owners limited to 48 hours in any 30 day period.
- 8. No overnight parking on community roadways. Marshall Township ordinance prohibits parking on township roads from 2am until 6am daily.
- 9. No vehicles are to be parked on sidewalks or landscaped areas of individual units or common elements.

J. PETS

1. Household pets may be maintained in a dwelling so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets. No pets may be maintained outside the dwelling.
2. Only household domestic pets, such as cats, dogs, song birds and fish in aquariums, not bred or maintained for commercial purposes will be permitted in a Unit and on the Property; provided that no more than two (2) such non-aquatic pets are permitted per Unit. In no event shall any pet be permitted in any outside area to run freely and all such pets must be kept on a leash (no longer than six feet in length) and under supervision at all times. In no event shall any pet be permitted to be chained, tied or otherwise restrained to any portion of the Common Elements. No lines, chains, doghouse or other pet shelters shall be permitted on any Unit and/or portion of the Common
3. Elements. All pets must be properly licensed and vaccinated.
4. All pets must be registered and inoculated as required by law. This includes indoor cats.
5. Each Unit Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
6. Pets must be leashed and accompanied by a responsible adult at all times.
7. Lot Owners must comply with all ordinances of Marshall Township governing pets.
8. Lot Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
9. Lot Owners must promptly clean up their pets' droppings.
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Lot Owner.

K. ENFORCEMENT, FINES AND LATE FEES

1. Safety-related violations. Any violation of community rules that in the sole opinion of the Executive Board or their designee creates a safety hazard or that may result in a condition that endangers other residents of the community or the general public will be subject to the following enforcement process;
 - a) Owner will be contacted by the management company via email, telephone or both and advised of the violation and request to correct same within 24 hours. Owner must notify management company in writing when the violation is cleared.
 - b) Failure to correct the violation within 24 hours of the initial notice will result in a fine of \$25 per day until the violation is corrected. Owner must notify management company in writing when the violation is cleared.

- c) Failure to correct the violation and notify the management company within 48 hours of the initial notice may result in the HOA causing the violation to be corrected at the Owner's expense. Owner will be billed for any cost incurred by the HOA to correct the issue along with any accumulated fines and late fees.

2. Non-Safety-related Violations will be subject to the following enforcement process.

- a) INITIAL NOTICE. Owner will be contacted via email and/or registered mail and advised of the violation along with instructions to correct the violation by a date not less than 10 calendar days after the date of the Initial Notice. Owner will be billed for actual cost of the registered mail delivery. Owner must notify the management company in writing when the violation has been corrected.
- b) SECOND NOTICE. Failure to correct the condition within 10 calendar days of the INITIAL NOTICE will result in the Owner being assessed a fine of \$50 plus costs for registered mail delivery of the SECOND NOTICE. Owner must notify the management company in writing when the violation has been corrected.
- c) THIRD NOTICE. Failure to correct the condition within 10 calendar days of the SECOND NOTICE will result in the Owner being assessed a fine of \$100 plus costs for registered mail delivery of the THIRD NOTICE plus an additional \$5 per day being assessed until the violation has been corrected. Owner must notify the management company in writing when the violation has been corrected.
- d) The HOA reserves the right at any time after the THIRD NOTICE to cause the violation to be corrected at the Owner's expense plus all accumulated fines and registered mail costs.

3. Late Fees All amounts owed to the Village at Marshall Ridge Homeowners Association greater than 30 days past due shall be subject to a late fee of 1.25% of the outstanding past due amount plus a statement delivery fee of \$10.