



RULES AND REGULATIONS – REVISED JULY 18, 2007

1. Compliance

Homeowners, lessees and guests are required to comply with these rules at all times. Noncompliance will result in the Board of Directors taking appropriate corrective action. These actions can include: assessed charges, assessed charges with a daily per diem added for each day the matter in question is not corrected after the assigned deadline, vehicle towing, or the Board instructing the managing agent to have the problem professionally corrected at the owner's expense. **Note:** Any and all legal fees incurred by the Association during the collection of any charge will be assessed to the property owner. If any charge, billing for corrective work, or attorney's fee is not paid by the due date indicated, the Board has the option of placing a lien on the property or pursuing the matter in court.

2. Assessment Fee

The Association fee is due in the office of the managing agent on or before the tenth (10th) of the quarter. Any payment postmarked after the tenth will be assessed a \$25.00 late charge. A \$30 charge will be levied for any returned check.

3. Property Changes

No changes are permitted to the outside of the home or the grounds surrounding the home without the written authorization of the Architectural Review Committee. Proposed changes are to be outlined on the attached form and submitted by mail, fax or email to the managing agent. Additional forms are available on the Marshall Heights web page (www.mhha.net) or through the managing.

The Committee will review the request and issue a written decision to the homeowner. The owner has the right to appeal any decision to the Board of Directors.

4. Residence Use

Residential purposes only. No business may be operated on the property.

5. Recreational Vehicles/Business Vehicles

No recreational vehicles, boats, trailers, construction vehicles or vehicles used in commercial trade may be parked or stored in the community. Violators will be towed at the owner's expense.

6. Automobiles

All automobiles must display current registration tags. No mechanical maintenance, fluid changes, painting or greasing work may be performed.

7. Parking

Any car parked on a yellow curb or in another home's reserved parking space will be towed at the owner's expense. All cars found parked halfway on the street and halfway in a driveway, or double-parked will also be towed.

Any vehicle with expired registration will be subject to immediate towing at vehicle owner's sole risk and expense.

Any car that will remain stationary for fourteen (14) consecutive days in a non-reserved parking space must forward written notice to the management agent. Unless written notice has been provided, towing will be enforced at the discretion of the Board of Directors for vehicles left stationary for more than fourteen (14) consecutive days.

8. Motorcycles

Motorcycles may only be parked in a valid parking space. Any motorcycle parked in the community must have a load-bearing pad under the stand to prevent damage to the street surface.

9. Music/Large Parties/Barking Dogs

Occupants must keep music, noise and noise from pets to a reasonable and acceptable limit so as to avoid disturbing other residents.

10. Pets

All pets must be on a leash, and the owner is required to clean up after the pet.

11. Garbage/Trash Cans

Garbage may not be left out on the curb before 6:00 p.m. the night before a scheduled pick-up. All garbage must be tied up in plastic bags, or sealed in a trashcan. All garbage/trash cans and recycling bins must be kept inside the home, or in the back yard. Storing garbage, garbage cans or recycling bins on the front porch, in the front yard, or on the side of an end unit home is not permitted.

12. Firewood

Firewood may be kept only in the back yard of the home. No wood may be stored in the front yard, on the front porch, outside of the back fence, on the side of an end unit home, or any area of the common grounds.

13. TV Antennas/Satellite Dishes

No TV antennas may be mounted on the roof, or outside any home. Satellite dishes may not be mounted anywhere on the front of the property or in common areas.

14. Property Sale/Rent Signs

Home sale/rent and construction signs are the only signs permitted, and all signs must be smaller than four square feet. They are only permitted in the front yard of the unit for sale/rent, and may not be posted on the light pole, or on the outside of the structure of the home. No other signs may be posted in the community.

15. Window Coverings

The occupant is required to install permanent window coverings over every window that opens or closes within ninety (90) days of moving into the home. Acceptable window coverings are: shades, blinds, shutters, or drapes of a color or colors, which is or are aesthetically pleasing and compatible with the neighborhood.

16. Front Light Poles

The occupant is responsible for maintaining the light pole in the front of their home. All light poles must be kept straight, properly painted, and working properly. The occupant must keep the light pole at the same height as the light poles in front of the rest of the homes on the street.

17. Front/Back Yards

The occupant is responsible for maintaining the front and back yard. All trash must be picked up, all dead trees/shrubs must be replaced, and the grass must be kept trimmed to a height less than eight (8) inches at all times.

The following types of items may not be left or stored in the front of any home or on the side of any end unit; barbecue grills vehicle tops, lawn mowers, furniture, stacked newspapers, gasoline cars, bicycles, toys, grass clippings, etc. (**Note:** flower planters and hoses neatly coiled and stored in an inconspicuous manner are acceptable).

18. Leasing

A copy of the signed home lease agreement must be filed with the managing agent within thirty (30) days after the lessee(s) move(s) into the home. No more than four (4) unrelated lessees(s) may occupy a single home, and the lease must specify that they are bound by these rules and regulations as well as the Declaration of Covenants, Articles of Incorporation, By-Laws and Resolutions. No lease will be accepted as valid without such a provision.

The Board will levy a \$50.00 charge against any owner who does not send a copy of the lease agreement to the managing agent within the time limit. **Note:** The lease agreement must specify that the lessee(s) is (are) bound by these rules before the agreement will be accepted as a valid lease.