

# **THE HAMPTONS AT MAPLEWOOD HOMEOWNERS ASSOCIATION, INC.**

## **RULES & REGULATIONS**

**Updated and Approved by the BoD September 1, 2011**

**The definitions contained in the Declaration of Covenants and Restrictions for The Hamptons at Maplewood are incorporated herein as part of these Rules and Regulations.**

**1. COMPLIANCE:** The owners and lessees of each lot in the development shall abide by each and every term and provision of the Homeowners Documents, as defined in the Declaration of Covenants and Restrictions. The Association has the authority to impose fines and/or take appropriate corrective actions, with the cost of such actions chargeable to the responsible owner. In any suit or action related to enforcement of these rules, the prevailing party shall be entitled to recovery of all costs.

**2. RESIDENTIAL USE:** The Hamptons are single family zero lot line units which are designed and intended for occupancy of one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than two persons living together who may or may not be related.

The single family homes shall not be used in any trade, business, professional or commercial capacity.

**3. EXTERIOR ALTERATIONS:** No changes or alterations shall be made to the structure, exterior appearance or basic landscaping of the property which shall have the effect of changing the exterior appearance of the property until written application has been made to and approval received, in writing, by the Architectural Control Committee (ACC). Failure to request and receive ACC approval in advance of modifications will result in a demand by the association that the "improvements" be removed and the property returned to the original condition. An "After The Fact" request will require payment of a \$100 service fee paid in advance before the request will be considered, and there is no assurance that the request will be approved. AN ADDITIONAL DAILY FINE OF \$50 WILL BE APPLIED UP TO THE MAXIMUM OF \$1000 UNTIL THE SITUATION IS CORRECTED. The "ACC Standards", when approved by the board of directors and published via on the association website ([www.HamptonsatMaplewood.org](http://www.HamptonsatMaplewood.org)) shall be considered to be part of the "Rules & Regulations" of the Association as if published in this document.

**4. VEGETATION/DEBRIS:** An owner shall not allow any vegetative matter, vines, etc. to grow on, or attach to, or to grow over, any wall outside the confines of that property. This also includes allowing such growth to attach to the zero lot line wall or party fence of the adjoining property.

Unightly materials or objects of any kind shall be regularly removed from the lots and shall not be allowed to accumulate thereon.

In the event an owner fails to correct such violations, the Association shall have the right to enter the property and remove the offending materials, the cost and consequences of such removal and subsequent repairs to be borne by the non-compliant property owner.

**5. PROPERTY DAMAGE:** Damage to the common elements, property or equipment of the Association caused by any lot owner, family member, guest, invitee or lessee shall be repaired or replaced by the association at the expense of such lot owner.

**6. SIGNS:** No signs of any kind (e.g. "garage sale") may be posted on street light poles, street directional, stop sign poles, mailboxes or anywhere on the Association common areas and property except for specifically designated bulletin boards which may be provided by the Association for owner/resident use. "Sale/ Rent" signs conforming to the approved format and color may be placed in the planting area immediately in front of the house numerals. Signs placed elsewhere or which do not conform to the approved format or color is subject to removal. Contractor signs are not allowed and will be removed and discarded without notice. Owners will be fined for continued violations of this rule.

**7. PERSONAL PROPERTY:** No bicycles, tricycles, baby carriages or other similar vehicles or toys shall be allowed, if not in actual use, in the common areas, sidewalks, walkways, driveways or streets. The sidewalks, walkways, driveways and streets shall not be obstructed or used for any other purpose other than for ingress to and egress from the lots and common areas. All basketball hoops, athletic fixtures, and other devices, including grills, tables, lawn chairs, etc. must be stored, obscured from view from adjoining streets, lots and common areas when not in actual use. No transmitting or receiving aerial or antenna shall be attached to or hung from any part of the common areas. No clothesline or other similar device shall be allowed on any portion of the common areas.

**8. GARBAGE/REFUSE:** All household garbage and refuse shall be deposited with care in each lot owner's private rigid plastic or metal garbage containers with lids. Use of unprotected plastic bags for household garbage or refuse is prohibited. No garbage or refuse shall be deposited in any common area for any reason, except on the correct days of the week for pickup and removal. TRASH CONTAINERS SHALL BE PUT OUT NO EARLIER THAN 5:00 P.M. THE EVENING BEFORE TRASH PICK UP DAY AND REMOVED FROM CURBSIDE AND PLACED OUT OF VIEW BY 7:00 P.M. ON TRASH PICK UP DAY. Yard trash, trimmings, etc. shall be bagged or bundled within the limits specified by the trash pickup contractor. IF THESE LIMITS ARE EXCEEDED, IT IS THE LOT OWNER'S RESPONSIBILITY TO CONTACT THE TRASH CONTRACTOR TO SCHEDULE A SPECIAL PICK UP. Large items such as appliances, water heaters, major collections of boxes, etc. shall not be placed at curbside until specific arrangements have been made with the pickup contractor. Violation of these regulations may result in the Association engaging a contractor to remove the offending trash at the owner's expense, and/or the imposition of fines.

**9. ANIMALS:** No homeowner may keep more than two (2) dogs. No owner shall be permitted to maintain on the premises a Bull Terrier (pit bull), Doberman Pinscher, German Shepherd, or any dog generally considered to be of a mean or violent temperament. No animals shall be raised or bred for commercial purposes. Each pet owner shall be required to clean up after his or her pet. All animals (dogs & cats) are required to be on a leash when outside the owner's property. If an animal becomes a nuisance to other homeowners by barking or otherwise, the owner shall remedy the problem.

**10. BIRD FEEDING:** Bird feces have been determined by many health authorities to be a potential health risk to humans. Feeding of fowl (ducks, geese, sand hill cranes, etc.) on the common property of the Association by owners, residents or guests is not permitted. Unit owners will be notified of violations by individuals associated with that unit. A subsequent violation will result in fines to the unit owner starting at \$50 for the first offense and \$100 for each subsequent offense.

**11. VEHICLE PARKING:** A lot owner will not park or permit the parking of a vehicle so as to prevent access to another lot. No portion of any vehicle shall be parked on a grassed area. Lot owners, their families, guests, invitees, licensees, and lessees will obey the posted parking and traffic regulations which are established by the Association for the safety, convenience and welfare of all lot owners. The Property Manager or Board of Directors will not make exceptions to this rule.

Parking of a non-registered or non-drivable vehicle outside the confines of a garage is prohibited. No commercial vehicle, recreational vehicle, camper, trailer, boat, van, or truck, of any kind shall park or be parked at any time on any portion of the common areas, sidewalks or driveways except for commercial vehicles, vans or trucks actually delivering goods or furnishing services during daylight hours. Said vehicles, shall not park overnight except within the confines of a garage. A vehicle of any type carrying a commercial identity or commercial graphics shall be deemed a commercial vehicle and subject to this rule regardless of vehicle type. The Association shall have the right to assess fines to the offending property owner and/or to authorize the towing away of any such vehicles in violation of this rule with costs and fees, including attorney's fees, if any, to be borne by the vehicle owner or violator. The Property Manager or Board of Directors will not make exceptions to this rule.

**12. VEHICLE TYPE:** A "passenger van" type vehicle used solely as a passenger vehicle for family transportation shall be allowed to park within the Hamptons at Maplewood if it: Has only standard windows in the front, in the rear and along at least seventy-five (75%) of the length of each side, with at least two rows of factory installed seating, and, fits inside a closed standard Hamptons at Maplewood garage, and; is not more than 203 inches in total overall length, including accessories, and; in all other respects meets Homeowner Document requirements. The Property Manager or Board of Directors will not make exceptions to this rule.

Listing of a non-conforming vehicle on the application form, even if "approved" by a representative of the association, does not create an exception to the parking rules enumerated above.

**13. VEHICLE VIOLATIONS:** Violators of any parking rule will receive a single warning notice/citation and it is expected that the violation will be corrected immediately. A subsequent violation (within 12 months) of any parking rule may result in a \$50/day fine which will be assessed against the owner of the property associated with the violating vehicle. This means that owners may be fined for improper parking by their guests or for improper parking by their lessees or their lessee's guests.

**14. GARAGES:** No garage doors shall be permitted to remain open except for temporary purposes. No garage shall be used as a living area.

**15. WRITTEN COMPLAINTS:** Complaints regarding the management of the Association Property, or regarding the actions of other lot owners, their families, guests, or lessees shall be made in writing to the Association and shall be signed by the complaining lot owner.

**16. HURRICANE PREPARATION:** Each unit owner shall remove all furniture, potted plants, and other movable objects from their yard. Trees should be trimmed of any branches that may cause property damage to the unit owner's home or homes of others. If hurricane shutters are used as protection they are to be removed or opened within one week after passing of the storm.

Failure by the Association or by any owner to enforce any covenant or rule herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board of Directors. These Rules and Regulations may be modified, added to or repealed by the Board of Directors in accordance with the by-laws of the Association.

**By resolution of the Board of Directors of the Hamptons at Maplewood Homeowners Association, Inc. Approved:**

The undersigned, seeking approval of the Association for the purpose of purchase or lease of property within the Hamptons at Maplewood, acknowledges the reading of the above rules and agrees to observe the Rules and Regulations as stated above, including acknowledgement that failure to observe said rules may result in fines and/or legal costs incurred in the enforcement of these rules.

Owner(s) Sign:

Date:

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Tenant(s) Sign:

Date:

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