

LANDMARK VILLAGE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The following Rules and Regulations exist in conjunction with the Declarations of both the Homeowners and Condominium Associations. **Owners are responsible for being aware of and adhering to both the Declarations and the Rules and Regulations.** Please make sure that if you are not familiar with the Declarations that you read the copy you received at your closing.

I. COMMON AREAS (Streets, curbs, shared driveways, and landscaping)

1. Common areas shall be used for their intended purposes only. The intended purpose of interior streets is egress and ingress by pedestrians and vehicles.
2. Personal property may not be stored in common areas. Personal property must be stored on private property at all times. This includes but is not limited to; bikes, strollers, garden hoses and sports equipment.
3. Residents are responsible for the acts of their children, guests and pets.
4. Car washing / cleaning is permitted only in individual driveways or in front of these spaces.
5. The safety of all residents is a major concern. The interior streets of the development are extremely narrow. Therefore, in order to facilitate access by emergency personnel, parking is only allowed in driveways, or on car pads of A and D units. **Parking on interior streets, sidewalks, or in front of C unit driveways is prohibited.** Violators will be towed at the owner's expense. No warnings will be issued.
6. To better ensure the safety of all residents, children and guests, the speed limit throughout Landmark Village shall be 10 mph.
7. Interference with any portion of the plumbing, heating, or electrical apparatus of common areas and easements is not permitted. The cost for any repairs due to damage will be borne by the owner responsible for the damage. In addition, the fines listed under section XI of this document will be assessed.
8. Interference with any portion of the vehicle gate apparatus, or lock mechanisms of pedestrian gates is not permitted. If tampering results in damage, the cost of repairs will be borne by the owner responsible in addition to the fines assessed under section XI of this document.
9. Cost of repair to the common areas due to damage caused by occupants or their tradesmen will be borne by the owner.

II. GARBAGE DISPOSAL

1. All refuse must be placed in leak proof plastic trash bags and securely tied before being placed in refuse containers, or placed in sealed leak proof plastic trash bags and securely tied before being placed in front of the owners residence. **Garbage cans shall be placed on the sidewalk outside the unit no earlier than 7:00 p.m. the evening prior to garbage pick up. Garbage**

bags not placed in a garbage can shall be placed outside of the unit no earlier than the morning of actual pick up. Rodents and other animals active at night are attracted to garbage bags not placed inside of containers.

2. Garbage shall not be placed in the Common Areas.
3. Items too large to fit in garbage cans, garbage bags, or on the owner's sidewalk must be discarded through special arrangements with the Association's scavenger service. Any expenses for such services are the responsibility of the resident. Contact the management company for information about scavenger pick up.
4. Remodeling refuse must be cleaned up daily by unit owner(s).

III. PETS

1. **Pet owners are required to keep their animal(s) on a leash, or hand-held(carried) at all times in the common areas.** Pet owners are required to keep the leash at a length which allows them control over the animal at all times. **Additionally, pet owners are required to remove and discard pet waste immediately.**
2. **Pets are only allowed on the property of their owner or in common areas. Pets are not allowed on private property or on the limited common areas of the development.**

Please note:

The lot and property of single family homes = private property
The front and back yards of townhouses=limited common areas
All other areas= common areas

IV. NOISE

1. Owners shall not create noise, which shall unreasonably disturb any other owner(s). Noise should be kept at reasonable levels. Noise is not permitted before 8:00am or after 11:00 p.m. Sunday through Thursday, 1:00 a.m. Friday and Saturday.
2. Improvements and repairs are permitted Monday through Saturday between 8:00am and 10:00 p.m., Sunday from 10:00 a.m. to 10:00 p.m.

V. SAFETY

1. Gas leaks, pipe leaks and defective electrical wiring must be reported to the Management Company immediately upon discovery.
2. The use of artificial Christmas trees and holiday decorations is encouraged. If natural trees or decorations are used, owners must dispose of said decorations on the specified dates only. Notice of the specified dates will be provided by the Management Company.
3. No open fires are permitted on decks or in backyards at any time. This includes but is not limited to the burning of leaves or papers. Contained fires such as BBQ grills are not included in this regulation, and are permitted.

4. The Board or its agents are authorized to obtain immediate access to a townhouse unit for emergency repairs necessary to prevent damage to the common elements or other units. In order for the Board or its agents to obtain such access, an ***Emergency Information Form*** must be completed by all townhouse owners. Subsequent changes/updates to this information must be submitted, in writing, to the Board.

VI. PLUMBING

1. Water shall not be left running for any unnecessary reason or unreasonable length of time. All leaking faucets should be repaired as soon as possible. Please note, all water bills are paid by the Association therefore, the Board reserves the right to restrict unreasonable exterior water usage when necessary.
2. Costs of repairs for any damage to either the Common Areas or other units by leaking pipes of any kind will be the responsibility of the unit owner. The individual unit owner will be responsible for all costs associated with such repairs within their respective units.
3. The dumping or disposal of chemicals or solvents into the sewers of the development is prohibited. This includes but is not limited to paint, motor oil, gasoline, and anti-freeze. The sewers in Landmark Village are not city sewers, therefore, any repairs to the sewer system are the financial responsibility of the Association. Should structural or environmental damage occur as a result of the dumping or disposing of such items the costs for payment of any fines or repairs shall be borne exclusively by the resident and not by the Association. In addition, the Board will assess the appropriate fine as covered in section XI of this document.

VII. MOVING

1. A \$100.00 move-in/out refundable deposit payable to the Management Company is required prior to all moves. If the move in/out process follows the procedures in points 2-4 below, the security deposit will be refunded. If damage occurs to any property at Landmark Village during the move in/out process, the cost of the repair will be assessed. This cost could exceed the amount of deposit.
2. All owners are required to complete and submit the ***Notice of Intention to Move in/out*** form to the Management Company for approval no later than 10 business days prior to the move in/out date. All moves must be scheduled with the Management Company before taking place
3. Move in/out are permitted Monday through Saturday only from 8:00am to 6:00pm. Requests to move at any other time must be submitted to the Board for approval.
4. Boxes or other materials used during a move must be stored within your residence/garage or broken down and discarded per the guidelines of Rule 11.
5. The hanging of temporary window treatments in the windows and doors of residences is permitted for no more than ten days following the date of closing. For example, sheets, newspapers, blankets, tarps and other such articles.

VIII. SALES

1. The Board must be notified of any unit that has been listed for resale.

2. Owners are required to inform the Board of the identity of their lender, including mailing address, within 15 days of recording a mortgage. Failure to comply will result in owner liability for all expenses and fees incurred by the Association.

IX. EMPLOYEE SERVICE AND GRATUITIES

1. It is the responsibility of the Association or its agent's employees to maintain the common areas.
2. Independent Contractors of the Association or its agents are not permitted to perform private jobs for unit owners while on Association time.
3. If an agreement for private work is reached between a unit owner and an Association's agent, responsibility for the result of, and payment for that job lies between them, and is not the responsibility of the Association.

X. PEST CONTROL

1. The Board shall have the discretion to direct access by exterminators into any particular townhouse at reasonable times with reasonable notice.

XI. VIOLATIONS

1. Violations of the above rules and regulations will be just cause for fines/legal actions. Violations are subject to review and appeal before the Board.
2. Unless otherwise stated, all single violations of the above rules and regulations are subject to the following fines:
 - a. First violation will result in a written warning;
 - b. Second incident will result in a \$50.00 fine; and
 - c. Third, and subsequent incidents shall result in a \$200.00 fine.
3. The Board reserves the right to suspend enforcement of specific rules and regulations during activities sponsored by the Association.

GUEST PARKING

THE GUEST PARKING REGULATION IS IN EFFECT MONDAY THROUGH THURSDAY FROM 6:00 P.M. UNTIL 6:00 A.M. DAILY AND WEEKENDS BEGINNING AT 6:00 P.M. FRIDAY THROUGH 6:00 A.M. MONDAY. DURING THESE TIMES, ANY VEHICLE IN A GUEST PARKING SPACE MUST DISPLAY A VALID AND CURRENT LANDMARK VILLAGE GUEST PARKING PERMIT. THE MAXIMUM VALIDITY PERIOD OF A PERMIT IS 24 HOURS BEGINNING AT 6:00 P.M. OF THE DATE ENTERED ON THE PERMIT.

VEHICLES NOT IN COMPLIANCE WITH THIS REGULATION WILL BE TOWED AT THE OWNER'S EXPENSE.

THE NUMBER OF GUEST PARKING SPACES IN LANDMARK VILLAGE IS VERY LIMITED. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS WHEN UTILIZING GUEST PARKING.

ASSESSMENTS

ALL ASSESSMENTS RECEIVED LATER THAN THE 15TH OF EACH MONTH WILL BE ASSESSED A FEE OF \$25.00. ASSESSMENTS RECEIVED WILL BE CREDITED TO THE OLDEST BALANCE DUE.

SIGNS

For sale signs are permitted only during the hours of open houses. During that time, a sign may be posted at the entrance gate nearest the unit and should include directions and the unit's entrance code. A second sign is permitted at the entrance of the unit being sold during the hours of the open house only. Signs must be free standing and not adhered in any way to fences, gates, intercom units or other common elements. As stated in the association declaration, no other signs of any kind are permitted on Landmark Village property at any time. Signs in violation of these rules will be removed and are subject to fines.