

Davidson Bay Rules and Regulations Summary

The following is a summary of those parts of our Covenants that govern the conduct of all those who live in our community, whether they are owners, tenants, other household members, or guests. This summary is meant to provide an easy means of becoming familiar with our rules and regulations, but it should not be construed as complete or authoritative. It is not a replacement for the *Declaration of Covenants, Conditions and Restrictions for Davidson Bay Townhomes* (the "Covenants") which is the final authority by which our Board of Directors governs the community. That document is available, along with other legal and informational documents, at our website, dbayhoa.com. We encourage everyone to read them in order to be fully informed.

Each item in the following summary lists the appropriate section(s) of the Covenants for further reference by the reader.

Community Rules for Davidson Bay Residents

Architectural Restrictions No structure can be constructed or installed, and no exterior alteration to any structure can be made without the written permission of the Architecture Control Committee (ACC). This includes, but is not limited to, the addition/alteration of walls, patios, decks, basketball hoops, roofing, and any changes to exterior materials or paint colors. Making minor repairs or repainting with the existing color does not require approval. *Sections 4.2, 4.3 & 4.5*

Permissible Uses Dwelling Units can be used only for single-family residential purposes. They may not be used for commercial, business or professional purposes. *Section 5.1*

General Care & Maintenance Owners will keep the interior and exterior of their Dwelling Units in a safe and sanitary condition in accordance with the Covenants and all governmental laws and regulations, and in good order and repair. Residents will not deliberately or negligently destroy, deface, damage or remove any part of any Dwelling Unit or the Common Areas. All fixtures and equipment installed within a Lot shall be maintained and kept in repair by the Owner. *Sections 5.2, 11.2*

Offensive and Disorderly Activity No activity shall be conducted that may be offensive, discomforting, or annoying to other residents, including unreasonably loud sounds from musical instruments, radios, TVs or any other source. *Sections 5.3 & 5.4*

Fire Hazards No Resident will make alterations or keep items that increase the risk of fire, violate government regulations, or cause the increase of insurance premiums. *Section 5.5*

Rubbish All trash will be kept in clean, appropriate containers and hidden from view except on garbage collection days. *Section 5.6*

Animals Only common household pets may be kept within the community and must be housed within the Owner's Dwelling Unit. Animals cannot be kept for commercial purposes. All pets must be controlled so as not to create a disturbance (such as barking). Pets must be carried or leashed when in the Common Areas. Residents are responsible for cleaning up after pets that have defecated in the Common Areas. *Section 5.7*

Decks, Patios & Porches Decks, patios and porches must be kept clean and orderly and are limited to appropriate items such as outdoor furniture and, if located at the rear of the unit, a grill (or similar device).

They may not be used for storage of any kind (such as bicycles or equipment) or for garbage. They may not be used for the drying of laundry. *Section 5.8*

Signs No commercial signs of any kind may be displayed on any lot with the exception of a single "For Rent" or "For Sale" sign placed in a window of a Dwelling Unit. Small signs customarily incidental to residential use are permitted, subject to reasonable rules established by the Board of Directors or ACC. *Section 5.9*

Other Restrictions Only fences, walls, and patio enclosures erected by the Developer are permitted. No clotheslines may be installed or used on any Lot. *Sections 5.10 & 5.11*

Use of Common Areas No Resident shall use the Common Areas for other than their intended purposes. The Common Areas shall not be used for storage, personal property or trash of any kind. No bicycles, toys or other personal property shall be left in the Common Areas at any time. No Resident shall engage in any activity that despoils the property. *Section 5.12*

Vehicles & Parking Vehicles can only be parked in the garage or driveway of a Lot. No house trailer, mobile home, bus, large truck or commercial vehicle, boat or boat trailer, motor home, camper, commercial van, junked or wrecked vehicle, or vehicle on blocks can be kept, stored or parked overnight on any Lot. *Section 5.13*

Exterior Restrictions Except as otherwise allowed, nothing may be displayed on the exterior of the Dwelling Units or on the interior of windows if visible from the outside. No awnings, canopies, or shutters (except those installed by the Developer) may be attached to the exterior of units without approval by the ACC. *Section 5.15*

Antennas No antennas, satellite dishes, and other such devices with a measurement greater than 1 meter may be installed on any Lot or Dwelling Unit. Installed devices must be placed in the least visible location that still allows for adequate reception. *Section 5.16*

Garages Garages may only be used for parking and other typical garage uses. They may not be used as a living space. *Section 5.17*

Unsightly Conditions Each Resident is responsible for preventing unclean, unsightly, and unkempt conditions on his/her Lot or Dwelling Unit which will decrease the beauty of the community. *Section 5.18*

Owner's Insurance Each Owner is responsible for acquiring and maintaining 1) comprehensive public liability insurance not less than \$100,000; 2) property and casualty insurance not less than the \$10,000 deductible of the Association's master policy. Each Owner is responsible for acquiring insurance coverage that he/she deems necessary to protect their personal property. *Section 10.4*

Association Responsibilities

Architectural Control Committee The Board of Directors will appoint an Architectural Control Committee (ACC) to review submissions for adding or modifying Lots or Dwelling Units. The ACC may also provide guidelines, rules, and regulations governing construction or alterations within the community. *Section 4.4*

Property Insurance The Association will acquire a master insurance policy that provides replacement cost property and casualty coverage for all buildings within the community and for all fixtures and personal property belonging to the Association in the Common Areas. The coverage will include a standard "all risk" endorsement.

The policy will have a reasonable deductible for each building that does not exceed \$10,000. In the case of damage to multiple Lots/Dwelling Units, the Board of Directors will have the final authority to apportion the deductible among affected Owners. *Section 10.1 (a)*

Common Areas The Association is responsible for the operation, maintenance, and repair of the Common Areas. *Section 11.1*

Landscape Maintenance The Association is responsible for grounds maintenance in the yard areas of each Lot with the exception of areas inside a fence. This applies to areas originally landscaped by the Developer or the Association and consists of grass mowing, replacement of trees, scrubs and plants as needed, and general upkeep as determined by the Association. Landscaped areas altered by an Owner become the sole responsibility of the Owner (and subsequent Owners). *Section 11.1*

Building Maintenance The Association is responsible for the maintenance and repair of the exterior surfaces of all Dwelling Units, with the exception of exterior doors and windows, which are the responsibility of the Owner. The Association is not responsible for maintenance or repairs for any structures external to the building such as decks, patios, stairs or railings, nor is it responsible for fixtures or equipment installed on a Lot or Dwelling Unit. The Association is not responsible for any maintenance or repairs required as a result of negligence or misconduct by the Owner, tenants, family members, guests, or persons working on behalf of the Owner. *Sections 11.1 & 11.2*

Roofs The Association is responsible for the maintenance, repair and replacement of the roofs, but not features in the roofs, or any alterations, improvements or attachments made by the Owner. *Section 11.1*