

**RULES AND REGULATIONS
FOR
THE CONDOMINIUMS AT KINDERTON VILLAGE**

The Board of The Condominiums at Kinderton Village Owners Association, Inc., under authority conferred by both the Declaration for The Condominiums at Kinderton Village and the Bylaws of The Condominiums at Kinderton Village Owners Association, Inc., hereby adopts the following Rules and Regulations (hereinafter referred to as the "Rules") for The Condominiums at Kinderton Village Subdivision (hereinafter referred to as the "Condominium").

The Board welcomes the assistance of all Unit Owners in the enforcement of these Rules. Violations should be reported in writing to the Management agent of the Condominium, and not to the Board or officers of the Association. The management agent will give notice of the violations to the violating Unit Owner and any appropriate committee. All disagreements will be presented to the Board, which will take the appropriate action.

Wherever in these Rules there is reference to "Unit Owners" such term shall be intended to apply to the Unit Owner of any Condominium Unit, to his or her tenants in residence, and to any guests, invitees or licensees of such Unit Owner, or tenant of such Unit Owner. Wherever in these Rules reference is made to the Board, such reference shall include the Board and the management agent where such authority is delegated by the Board to such management agent.

1. Annual Assessments shall be due and payable in monthly installments on the first day of every month. A late payment charge as determined by the Board shall be assessed for any installment not paid by the tenth (10) of the month. Any installment not paid during the month in which it is due shall be subject to the late payment charge and shall accrue interest as provided for in the Bylaws.
2. No animal shall be kept in or on the Property, except for generally accepted household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint as is necessary to prevent them from being or becoming obnoxious or offensive on account of noise, odor, unsanitary conditions or other nuisance. Without limiting the generality of the foregoing, Unit Owners and Occupants shall promptly clean up and properly dispose of animal waste deposits left by their pets outside the Units. No more than two pets may be housed within a Unit without written permission of the Board. No pets may be permitted to run loose upon the Common Elements or Limited Common Elements, and any Unit Owner who causes or permits any animal to be brought or kept upon the Property shall indemnify and hold the Association harmless for and from any loss, damage or liability which it sustains as a result of the presence of such animal on the Property, regardless of whether the Association or the Board has given its permission therefor.

3. No sign of any kind shall be displayed to the public view from any Unit or from the Common Elements or Limited Common Elements without the prior written consent of the Board; provided, however, that the Declarant shall be exempt from this restriction. Provided, further, that "For Sale" or other similar type sign (excluding "For Rent" signs) may be displayed in front of a Unit for a reasonable time, such sign not to exceed 3 feet by 2 feet in size.
4. Nothing shall be done or kept in any Unit or upon any Common Element which will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which would result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law for any immoral or improper purpose. No waste will be committed to the Common Elements.
5. No freestanding radio or television transmission or reception towers, antennas, dishes or discs shall be erected on any Unit, Common Element or Limited Common Element except as provided in the Declaration or by the Board.
6. Unit Owners shall not keep any gasoline or other explosives or highly flammable material in a Unit or storage area, or in any Common Elements.
7. No activity may be carried on which shall or may be offensive, illegal, or an annoyance or nuisance, as determined by the Board or the Declarant. No Unit or Common Element shall be used for rubbish disposal or storage; nor shall any thing be kept in any Unit or upon any Common Element that will or may emit a foul odor or will cause noise that might disturb the peace.
8. Unit Owners shall not make or permit to be made any disturbing noises which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners. All Unit Owners shall keep the volume of any radio, amplifier, stereo, television or musical instrument in their Unit sufficiently reduced at all times so as not to disturb other Unit Owners.
9. Unit Owners shall not suffer or permit anything to be thrown out of windows onto the premises of the Common Elements or the dusting or shaking of mops, brooms or other cleaning materials out of either the windows or the doors of Units.
10. There shall be no obstruction of any Common Elements. Nothing shall be stored upon any Common Elements without the prior approval of the Board.
11. No structure of a temporary nature, such as trailers, tents or other outbuildings shall be maintained upon any Common Elements.

12. No clothing, laundry, rugs or other items shall be hung from or spread upon any window, patio area or exterior portion of a Unit or in or upon a Common Element.
13. No personal property shall be left unattended on the grounds of the Common Elements. This includes all personal property such as cooking grills, bicycles, and/or patio or lawn furniture. These items shall be kept either in the Unit or in the storage room, with the exception of patio furniture which may be kept on patios and balconies.
14. Vehicular parking is prohibited anywhere within the Condominium except for the designated areas within the Condominium. Vehicles parked in violation of any parking rules or regulations of the Board or local authorities will be towed away at the owner's sole risk and expense with the cost of such towing being added to the responsible Unit Owner's assessments. No vehicle maintenance activities shall be conducted upon any of the Common Elements, including the designated parking areas, except for routine cleaning, washing and waxing.
15. No boats, motor homes, trailers, campers, mobile homes, commercial trucks of any size, recreational vehicles in excess of twelve (12) feet in length or motorized vans used for commercial purposes (as distinguished from vans used solely as passenger vehicles), wrecked vehicles, inoperable vehicles or any vehicle not regularly operated shall be parked within any part of the Condominium. Provided, however, that vehicles used for the moving of the contents of a Unit shall be allowed in the designated parking areas of the Condominiums for a period not to exceed six (6) hours in duration during any one visit.
16. No fencing of any type shall be permitted upon any Limited or general Common Element.
17. The planting of plants, flowers, trees, shrubbery, or landscaping of any other type is prohibited upon the Common Elements without the prior approval of the Board.
18. All Unit Owners shall comply with all the Rules and Regulations set forth herein and with any other Rules and Regulations which the Board in its discretion may hereafter adopt.

Certificate of Adoption

The undersigned members of the Board and the Declarant, hereby adopt the foregoing as the Rules and Regulations of The Condominiums at McConnell Subdivision.

DECLARANT:

Mulvany Homes, Inc.

By: _____

Gail Goss, Board Member

Laney Horton, Board Member

Jim Ludwig, Board Member

Addendum to Real Estate Sale Contract for Kinderton Village

RENTAL PROPERTY RESTRICTIONS

There are special restrictions on the rental of Dwellings and Units within Kinderton Village.

These restrictions are set forth in detail in the Declaration of Condominium and the Declaration of Covenants, Conditions and Restrictions for Kinderton Village. By signing this disclosure you acknowledge and agree to be bound by such restrictions for so long as you own your unit.

Mulvaney Homes, Inc. and the developer of the subdivision have determined, based upon their experience in the homebuilding and land development industries, that having a high percentage of rental properties (i.e. non-owner-occupied) is detrimental to the long-term health, and financial value, of a community. Furthermore, Mulvaney Homes, Inc. and the developer desire for the Subdivision to comply at all times with the regulations promulgated by HUD/VA/FNMA/FHLMC, which limit the number and/or percentage of rental properties in the Subdivision.

Toward that end, numerous special restrictions have been put in place regarding rental properties: These include BUT ARE NOT LIMITED TO the following:

- 19. There is a limit on the number of rental properties that will be permitted in the subdivision.
- 20. Mulvaney Homes, Inc. and the Condominium Association have the authority to review and approve (or deny) any and all leases.
- 21. Under no circumstances will any lease be approved if the approval of such leases would cause the subdivision to be in violation of any limitation established by HUD/VA/FNMA/FHLMC regarding rental properties.

IT IS OUR CURRENT INTENT TO: OCCUPY _____ RENT _____ OUR PROPERTY.

PURCHASER(S):

