

**ARTICLE XI - THE CAMBRIDGE PARK HOMEOWNERS ASSOCIATION
DECLARATION**

CAMBRIDGE PARK USE RESTRICTIONS – GENERAL REGULATIONS

Section 1. Use Restrictions. The property is intended to be used for the following purposes and there use is hereby restricted as follows:

- (a) **Unit Restrictions.** No Lot or Unit may be divided or sub-divided into a smaller Unit, nor may any portion of any Lot or Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred. Notwithstanding, anything contained herein, the Developer has the right to use any Lots or Units owned by it for models and for sales offices and administrative offices.
- (b) **Use of Common Property.** The Common Property may be used by all unit Owners and/or residents, their families, tenants, guests and invitees, subject to such rules and regulations as may be established by the Association.
- (c) **Unit Maintenance.** Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own unit. The Association shall perform all exterior maintenance on and about the Unit, including snow removal, care of yards and gardens and repair and painting of the exterior of a building. If any internal maintenance which affects the health, safety or security of other residents is not performed within twenty (20) days after the Association has given the Unit Owner written notice requiring such maintenance, the Association may, in its discretion, perform such maintenance and charge the Unit Owner for any expense involved, which charge may be enforced as provided in Article IV hereof as an assessment against said Unit.
- (d) **Prohibited Use.** No articles of personal property belonging to any Owner shall be stored on any portion of the Common Property without the prior written consent of the Board. Nothing shall be done or kept in any Unit or in the Common Areas which violates the law or which will increase the rate of insurance on any building or contents thereof.
- (e) **Exterior Attachments.** Owners shall not cause or permit anything to be placed on the outside walls of any building, and no awning, canopy, shutter, radio or television antenna (or satellite dish) shall be affixed to or placed upon the exterior walls or roofs without the written consent of the Board of Directors
- (f) **Window Treatments.** Owners or tenants shall not maintain any window screens, blinds, shades, curtains or drapes viewable from the exterior that does not conform in shape, color, size, or material in harmony to adjacent Units and shall conform as nearly as practical with original installation. Provided, however, that the Association may prescribe, from time to time, rules and regulations governing window treatments and provisions for change upon requests.

- (g) **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done hereon which may be or may become an annoyance or nuisance to the neighborhood.
- (h) **Signs.** No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign on not more than one square foot identifying the residence of a professional, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period. The Board shall have the right to erect entrance signs, directional and traffic signs as it deems appropriate. All signs shall conform with the requirements of Robinson Township.
- (i) **Garbage and Refuse Disposal.** Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed, from time to time, in rules and regulations by the Association. Garbage containers must be kept out of public view except on collection days.
- (j) **Residential Use.** All Lots and Units shall be for private residential purposes only and shall be in compliance with the requirements of the Robinson Township Zoning Ordinance governing residential use. In the event of change in the Zoning Ordinance of Robinson Township or in the event of change in the Zoning Map, all Lots and Units shall comply with the most restrictive provisions for residential use under the current Ordinance.
- (k) **Laws.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the property by the residents.
- (l) **Laundry Lines.** Laundry poles and lines outside of Units are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear of each Unit on days other than Sundays and legal holidays, and such dryer shall be removed from the outside when not in actual use.
- (m) **Temporary Structures.** No structure of a temporary character, dog house, fenced dog run, animal pen, trailer, tent, shack, garage, barn or other outbuilding shall be used on any townhouse Lot at any time, either temporarily or permanently (except by the Developer in completing the development).
- (n) **Pets.** No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit on any Lot or on the Common Property, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be kept leashed when outside the Unit.
- (o) **Balconies.** No rugs, clothes, sheets, blankets, laundry or any kind, or other article shall be hung from the balconies. Balconies shall be kept free and clear of rubbish, debris and other unsightly materials.
- (p) **Maintenance of Lots.** Lot areas shall be kept free and clear of rubbish, debris and other unsightly material and exterior storage, including lawn furniture, other furniture, toys or similar items, when not in use, shall be prohibited.

- (q) **Refuse.** No lumber, materials, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction of any approved structure. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
- (r) **Easements for Pipes, etc.** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for sewers, drainage and utility installations and maintenance and for such purposes and uses as are shown on the recorded plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or interfere with the installation and maintenance of utilities, or which may change the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Developer, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved. The Developer shall also have the right at the time of, or after grading any street, or any part thereof, to enter upon any abutting Lot, and grade the portion of such Lot adjacent to such street but, there shall be no obligation on the Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.
- (s) **Storage and Parking of Vehicles.** Except as provided herein, there shall be no outside parking or storage upon any Lot or storage upon common Property of any automobile, truck tractor, mobile home, boat or other transportation device of any kind unless approved by the Board in the rules and regulations hereinafter adopted. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Common Property except for normal maintenance or emergency repairs. No vehicles of any type may be parked on the streets of the property and guest parking may not be used by residents of Units. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the property.
- (t) **Motorcycles.** No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Property.
- (u) **Landscaping.** All landscaping on Lots and Common Property shall be performed by the Association. Except for the renewal and maintenance of established gardens, the planting or removal of trees, hedges, shrubs, etc., by residents is prohibited without the prior written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems appropriate.

- (v) **Association Maintenance.** It shall be the responsibility of the Association to maintain all landscaping and landscape structures within individual Lots, upon the open space or on public rights-of-way within the sub-divisions, private drives and snow removal from all driveways and sidewalks together with the maintenance, repair and replacement thereof.

Procedure:

The board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules until the following procedure is followed:

- (a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:
- (i) The alleged violation;
 - (ii) The action required to abate the violation; and
 - (iii) A time period, not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violations of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.
- (b) **Notice.** At any time within (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board in an executive session. The notice shall contain:
- (i) The nature of the alleged violation;
 - (ii) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;
 - (iii) An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
 - (iv) The proposed sanction to be imposed
- (c) **Hearing.** The hearing shall be held in an executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The Minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.