

Rules & Covenants Guidelines *Effective 1/01/2021*

The following guidelines are being provided to assist Owners in complying with the Covenants and rules of the Irvine Acres HOA. The list is not meant to be all-encompassing but is a representation of the most common violations.

The following guidelines are not a replacement for the Covenants. These guidelines are supplements to the restrictions listed in the Covenants and explain how the Covenants may affect you and your neighbors when you propose to add something to your home in Irvine Acres. HOA guidelines also help explain these rules.

PROPERTY IMPROVEMENTS

The Architectural Control Committee (ACC) must be consulted and provide approval in advance of any construction that modifies the exterior of any house. The ACC must also be consulted and provide approval before any changes or additions are made to the yard surrounding any house. Such items include as examples, but are not limited to:

Fences, storage sheds, carports, decks and patios, impervious paths or other surfaces, pools, dog runs, greenhouses, play structures, tree houses, major landscaping, trellises, arbors, gazebos, pergolas, water features, tree clearing, grading, filling, awnings, driveways, parking pads, satellite dishes, television antennas, etc.

Storage sheds must be approved prior to construction and must meet the following:

- Minimum size is 6 feet by 6 feet.
- Maximum size is 10 feet by 10 feet, with no side longer than 10 feet.
- Construction materials and the shed, trim, and shingles' colors shall match the homeowner's house.
- Rubber, plastic, and barn-style sheds are not allowed.
- No shed shall be placed in front of the corner of the house that is the greatest distance from the front of the house.

Homes are only allowed to be painted "earth tone" colors.

PARKING

Trailers, RVs, Boats, ATVs, Inoperable Vehicles, etc.

A vehicle is any car, truck, boat trailer, motorcycle, go-cart, RV, trailer, etc., that has or is intended to have wheels. Boats that for some reason are not on a trailer are considered a vehicle. No wrecked, decrepit, unserviceable, unused, or inoperable vehicles shall be parked anywhere on any Lot except in an enclosed garage. No part of any Lot shall be used to make major repairs on automobiles or other vehicles, except in an enclosed garage. The parking of trucks above the one-ton category, construction equipment (i.e., trailers, tools, loaders), or any trailers,

shall be prohibited from parking within the development, except in an enclosed garage.

There shall be no parking of any vehicle, at any time, within the unpaved portion of any lot.

Passenger sized cars and pick-ups are to be parked within the enclosed garage, on the paved driveway in front of the garage, or a paved parking pad beside the house but connected to the driveway. A parking pad must be specifically approved by the ACC before construction and shall not be allowed if the house has a 3-car garage. Such vehicles parked on the public street must be moved at least every 24 hours.

The parking of boats no longer than 20 feet and other small watercraft loaded upon a trailer shall be allowed as follows:

On a concrete paved driveway either in front of a garage stall or beside the garage. The only time this is allowed is from two (2) days before Memorial Day until two (2) days after Labor Day. For the rest of the year, such vehicles must be within the enclosed garage or stored offsite. The HOA is considering providing an area at the west end of the subdivision in Unit 6 to allow HOA members a place to store their boats and trailers. If and when that happens, boats will not be permitted on driveways for more than 24 hours, even during the summer season.

The option of parking a boat on a concrete pad beside the garage is only allowed if the house has two (2) or fewer garage stalls.

Motorhomes, camping trailers, pop-up tents, and similar RV's shall not be parked on any lot, or in the street in front of any lot, for longer than 24 hours, and then only when being prepared for use elsewhere.

LOTS

Lot Maintenance and Appearance

It is the responsibility of each Owner to maintain the appearance of the visible areas of the property. Poorly maintained structures, landscapes, and unsightly items (as determined by the HOA Board) such as tools, furniture, rubbish, etc., violate the Rules. This guideline also applies to contractors who shall remove trash and debris from their construction sites regularly.

Lawn seeding and plant material installation shall occur within twelve months of dwelling occupancy. A minimum of three trees and six shrubs shall be installed and maintained on each Lot within twelve months of occupancy.

Garden plots are encouraged; however, garden plots shall not be permitted in front lawn areas. Garden plots are defined as plots for raising vegetables and do not include flower borders, landscape planting beds, or minor landscape improvements.

Lawn grasses shall be mowed as needed to keep them at the height of six (6) inches or less.

Trash Pick-Up

Trash pick-up is to be done by Howie's Trash Service. Properties currently not receiving trash service from the designated provider will be required to transfer service to the chosen provider when their property is sold. The intent is to eventually have only one trash service provider within the community serving all owners.

Trash and Recycling Containers

Trash and recycling containers not stored within the garage or an enclosed, opaquely screened area immediately attached to the dwelling structure violate the rules. Trash and recycling containers should only be visible and made available for pick-up for trash day scheduled times.

Signs

No signs of any kind shall be displayed on any Lot or common area except for temporary signs six square feet or less in area, such signs as may be required by legal proceedings, or the prohibition of which is precluded by law, including but not limited to, political signs covered by KSA 58-3820.

Commercial Activities

Lots shall be used for residential purposes. No commercial or retail business shall be established or maintained on any Lot. No churches or schools shall be permitted on any Lot, except a home-school for a single-family is allowed. Home occupation or avocations such as licensed day-care may be conducted in the dwelling house with the approval of the Board of Directors of the HOA.

Animals

Outside pens, kennels, or structures for the keeping of pets shall be placed in the rear yard and shall have a non-permeable floor surface such as concrete or asphalt, and completely screened from the view of adjacent neighbors. The ACC shall approve all construction of outside enclosures for household pets. All such structures shall be cleaned often and shall not be allowed to become an odor nuisance.

No animals, livestock (including but not limited to goats, pigs, and chickens) of any kind, other than household pets, shall be kept or maintained on any part of an Owner's property. Dogs and cats may be kept on any Lot. No animal shall be kept, bred, or maintained for any commercial use or purpose. Unless otherwise posted, no animals are allowed in recreation or common areas.

No animal shall be allowed to become a nuisance. A nuisance animal is defined as:

Any animal which chases vehicles or molests passersby; or any animal that shows aggressive behavior to humans or other animals; or any animal which runs at large away from the property owner's Lot; or any animal which soils, defiles, or defecates on public or private property, unless the Owner immediately removes and properly disposes of the waste; or any animal which causes unsanitary or dangerous conditions to exist; or any animal

Owners are encouraged to call the Sheriff for animal-related problems and 911 if an animal appears to be dangerous.

Fences

Exterior Fencing. All fencing shall be approved by the Architectural Review Committee prior to installation. All perimeter fencing shall be black and metal, with an open picket style. Privacy screens of other materials may be permitted by the Architectural Review Committee around patios and swimming pools so long as the materials and design are in harmony with the house. No fences shall be taller than six (6) feet. No fence shall extend past the back corners of the house toward the front of the house. No side yard or front yard fences will be allowed on any Lot, except on corner lots, where side yard fences may be permitted upon the prior written approval of the Architectural Control Committee. No chain link, wire, wood panel or stockage fencing shall be permitted. Any broken, bent, missing, faded, rusted or otherwise unsightly sections of fencing shall be repaired or replaced. All gates shall be maintained in good working condition.

Easements

Owners grant agents and employees of the HOA, the sewer and water utility companies, and various other utility companies serving the subdivision, including, but not limited to Westar Energy, AT&T, Cox Cable, WTC, and any future named cable television company, an easement and access across their Lot, exclusive of dwelling area and as indicated on the plat, for the installation, repair, and maintenance of utilities, drainage, reading of meters, trash pick-up, and exterior upkeep of dilapidated, unkempt properties and improvements thereon. The Owner also grants the utility companies access to verify the various exterior remote readout meter readings.

USE AND MISUSE OF COMMONLY OWNED AREAS

Destruction or damage to any common area property within the subdivision may incur a fine of up to \$500 to be levied against the Owner responsible for the destruction/damage. This includes but is not limited to activity on common areas, dumping on common areas, or destruction/damage of common areas. Owners are responsible for all tenants, family members, and guests. Costs to assess possible damage, replace or repair the damaged property, along with applicable attorney fees for the HOA, will be the responsibility of the guilty party or responsible Owner.

For safety and sanitary reasons, pets are not allowed in common areas. Common areas are open for use by all Owners and guests from dawn until dusk.

Enforcement Policy

Voluntary Compliance: The primary way high community standards are preserved in Irvine Acres is for everyone to voluntarily follow the Rules and Covenants and be good neighbors. Neighbors having disputes are highly encouraged to communicate and take all actions necessary to resolve conflicts between themselves. The HOA Board should not have to become involved as an enforcement agency to restore compliance with the Rules and Covenants.

Board Authority: Occasionally, some Owners will fail to comply with the Rules and the Covenants, so something more is needed to bring them into compliance. This Enforcement Policy ("Policy") is meant to guide the Board in acting to restore a homeowner's compliance with the Rules and Covenants through a fair, efficient, and effective process.

The Covenants give the Board authority and a wide variety of tools to preserve and advance the community-wide standards by enforcing the governing documents. The Board is authorized to create rules, regulations, procedures, and penalties and may use its discretion to determine the manner in which enforcement is to be achieved.

Identifying a Possible Violation: HOA has a complaint-based enforcement system primarily. Possible violations may be determined by the Board, by an Owner's written complaint, or by other reasonably reliable means. The Board has no plan and no obligation to perform inspections of an Owner's property to identify possible violations.

Written Complaint: Owners are encouraged to take responsibility for the condition of the HOA. Any Owner may bring a possible violation to the Board's attention through a written complaint, e-mailed, faxed, or mailed to the Board.

The complaint must identify the property address or Owner and specifically and sufficiently describe the violation and date of the violation. Complaints may, but are not required to, be kept confidential.

Enforcement Policy, cont.

Enforcement Procedure:

- Notice of Violation – A courtesy notice citing the violation(s) with a request to correct the issue within a ten-day time period will be delivered to the Owner. The time period may vary based on the nature of the violation and the Board's discretion.
- The Owner must either cure the violation as specified in the notice or submit a written request for a hearing with the Board to dispute the violation within ten days of the date of the notice.
- Hearings requested by the Owner will be scheduled within 45 days of the request for a hearing. Owner is responsible for calling to reschedule if the time or date is in conflict. If the Owner fails to attend the hearing, the original violation holds, and the Owner waives all right to any further dispute of the violation.
- If the violation remains uncorrected and the Owner does not dispute the violation in writing, a second notice will be sent by Certified Mail notifying the Owner that if the violation is not corrected within ten (10) days, then a fine will be imposed. Fines will begin one day after the deadline, as indicated in the Notice of Violation.
- If fines levied on the Owner are ineffective, the Board of Directors will take other action(s) as necessary in further attempts to correct the violation. This action may include legal and/or collection activity.

Schedule of Violation Fines

Property Improvements

Up to \$500 per month until the violation is remedied

Parking

Up to \$25 per day until the violation is remedied

Lot Maintenance and Appearance

Up to \$25 per day until the violation is remedied

Animals

Up to \$25 per day until the violation is remedied