

*DRAFT*

SOUTH BEACH RESORT

**RULES AND REGULATIONS**



*Building Communities*

# ARCHITECTURAL CONTROL COMMITTEE GUIDELINES

## STRUCTURAL GUIDELINES

- 1. Fences and Walls:**

Only natural wood fences not taller than six (6) feet may be installed within the property lines, but not beyond the front façade of the house. No split rail, painted, chain link, or wire fences are permitted.
- 2. Patios, balconies, decks and porches:**

All, construction plans must be submitted, including any changes to existing plans. Proper government building permits must be obtained.
- 3. Windows and Doors:**

All new or different windows and doors must be submitted. Replacements need not be submitted if they are substantially similar to the original or subsequently approved version. (i.e. “Sliders” may be replaced by French/Atrium type doors, vice versa, without prior approval.
- 4. Shades, screens, and patio covers:**

Submission for approval is not necessary provided the colour coordinate with those of the house.
- 5. Aerials, antennas, broadcasting/receiving devices:**

All items of this type must be submitted with a diagram of all exterior wiring. No satellite dishes or ham radio antennas may be installed.
- 6. Gutters:**

Submission for approval is not necessary. However, all extensions must be placed in a manner such that no water will be diverted toward or onto a neighbour’s property.
- 7. House Colour:**

Any colour change (inclusive of roof, siding, trim, garage doors, etc.) from the original or previously approved change must be submitted. Colour samples with brand name/colour name must be presented with request.
- 8. Play equipment:**

Submission for approval is not necessary but equipment must be placed in the back yard (to the extent possible behind the house) and maintained in a safe and aesthetically pleasing manner. No toys may be left in the front yard overnight.
- 9. Pools:**

Permanent and seasonal pools must be submitted. All pools must be kept behind the house. Proper government building permits must be obtained.

10. Any exterior architectural changes or alterations to a property must be submitted.
11. **Conversions and extensions:**  
Any conversions and extensions that alter the character of a building such as adding new stories or floors, conversion into multi-storey block of flats are not permitted. All extensions other than those provided in pre-approved architectural plans such as for Type 1 properties must be submitted.

## **ARCHITECTURAL CONTROL COMMITTEE GUIDELINES**

### **LANDSCAPES/MISCELLANEOUS**

1. **Lighting:**  
All outdoor light fixtures must be submitted. Proper permits must be obtained. Safety and spot lighting must be localized unless evidence of neighbour agreement is submitted.
2. **Decorations:**  
No unnatural decorations such as, but not limited to, flamingos, statues, or wind socks may be placed in the front or side yard. Flower pots and boxes are permitted provided they are properly maintained.
3. **Hedges and Landscaping:**  
Hedges planted along the property lines must be submitted and must be maintained at a height not exceeding six (6) feet. Shrubs growing over six (6) feet and trees growing over twenty (20) feet tall at maturity must be submitted. No windows, silver maples, or other nuisance trees (i.e. invasive trees) are allowed. Vegetable gardens may not be placed in the front yard, and must be maintained in an aesthetically pleasant manner.
4. **Pavements, Footpaths, Slabs, Curbs and Driveways:**  
All concrete, brick and asphalt work must be submitted. No gravel driveways will be permitted.
5. **Signs:**  
All signs, except those that will be posted for no more than 48 hours or "For Sale" and "For Rent/Let" signs must be submitted. All temporary signs must be removed within 24 hours at the end of the event being advertised.
6. **Refuse:**  
Refuse, garbage, newspapers and other disposable items, including car parts and household items shall not be stored or maintained on the outside premises except when placed at the curb for special pick-up. Normal refuse may not be placed at the curb side earlier than the evening before pick-up. All refuse bags must be properly secured to prevent spillage.

7. **Mailboxes:**  
Must be maintained according to the postal regulations.
8. **Yard Maintenance:**  
Grass shall be maintained according to prevailing community standards, not to exceed eight (8) inches tall, including trimming around the house and flower beds. All dead trees, shrubs, and plants must be removed within a reasonable time.
9. **Lawn equipment:**  
Equipment not in use may not be left in the front yard, with the exception if those of hose reels.
10. Only flowers (i.e. flower boxes) shall be hung on any front railing.
11. **Pounds, Fountains:**  
Must be submitted and maintained in a sanitary manner.
12. **Decorations:**  
All holiday or event decorations must be removed within a maximum of 1 month of the completion of the event.

## **ARCHITECTURAL CONTROL COMMITTEE ENFORCEMENT PROCEDURES**

### **EMERGENCY GUIDELINES**

1. For an emergency or when a safety hazard is presented to a committee member:
  - a. When an imminent or present danger exists, the Board reserves the right to take immediate action to correct the hazard.
  - b. The member shall notify the Chairperson.
  - c. The Chair shall notify the Board of Directors.
  - d. The Board shall determine the best course of action and a deadline for compliance.
  - e. The Chair or the Board shall contact the property owner as soon as possible, and in the case of verbal notification shall follow up with written notification.
  - f. If the emergency or safety hazard is not remedied within the time allowed by the Board, appropriate action necessary to correct, remedy or remove the dangerous condition and/or hazard shall be taken.

### **GENERAL GUIDELINES**

1. For aesthetic or general non-compliance with the Covenants and Architectural Guidelines:

- a. The item in question shall be brought before the committee at a regular monthly meeting unless the issue is deemed sufficiently important to require a special meeting.
- b. The Committee shall:
  1. Consist of either five (5) or seven (7) members.
  2. Make every effort to process complaints/items of non-compliance within thirty (30) days of receipt.
  3. Issue a notice of non-compliance to the unit owner, specifying:
    - What item has been reviewed
    - How the item in question is not in compliance with the Covenants and or Architectural Guidelines
    - What must be done to remedy or correct the problem
    - The deadline for completion
  4. Deposit among the permanent records copies of the notices of non-compliances as follows:
    - a. One (1) copy in the community files.
    - b. One (1) copy with the managing agent.
  5. Issue a second notice of non-compliance if no action has been taken by the property/unit owner by the deadline, indicating what action shall be taken against the property/unit owner if the item is not remedied or corrected within the specified time.
  6. Upon notice of compliance, inspect the item in question and if satisfied that the correction is in compliance with the notice, the Chair will issue a notice of compliance.
- c. Appropriate action, including, but not limited to the following may be taken against a property owner in the case where no action has been taken to remedy or correct a problem for which a second notice of non-compliance has been issued.
  1. The property owner may be summoned to appear before the Board of Directors.
  2. A notice of non-compliance may be published in the community newsletter.
  3. A non-compliance fee may be levied.
  4. The work required to remedy or correct the problem may be contracted at the expense of the property owner.

NOTE: These guidelines and proposals may be modified from time to time as deemed necessary by the Architectural Committee.

## **ARCHITECTURAL CONTROL COMMITTEE PROCEDURAL RULES**

### **ARCHITECTURAL PROPOSALS**

#### **Proposals Must:**

1. Be submitted in triplicate by applicant 30 days prior to signing a contract or 30 days prior to the proposed starting date if work is to be done by property owner.
2. Show location, nature, shape height, material, colour and type of construction or landscaping.
3. Be submitted and include the information on the attached “Request for Architectural Change” form.
4. Be mailed or hand delivered to the chairperson of the committee.

#### **The Committee Shall:**

1. Consist of either five (5) or seven (7) members.
2. Meet the last Monday of each month to conduct business and review proposals unless no proposals have been received by the chairperson since the last meeting. The members may meet more frequently as the needs of the community require.
3. Make every effort to process proposals within 30 days of receipt.
4. Approve/disapprove proposals based upon a simple majority vote of members.
5. Deposit among permanent records copies of the approved and rejected plans as follows:
  - a. One (1) copy in the community files.
  - b. One (1) copy with the managing agent.
6. Return a copy of the proposed plans bearing approval or rejection, in writing, to the applicant.
7. Upon notice of compliance inspect the project and if satisfied that it is in compliance with approved plans, will issue a Certificate of Compliance.

#### **Approval of Proposals**

1. Shall be based upon:

- a. Compliance with the Declaration (Covenants) and Bylaws.
  - b. Safety.
  - c. Structural integrity.
  - d. Harmony with surrounding structures and topography.
  - e. Impact on the community (i.e. any cost to the community of maintaining and insuring).
  - f. Precedence.
2. Does not waive the necessity of obtaining the required government permits, nor does obtaining government permit waive the need for the Committee approval.
  3. Does not give the property owner the right or permission to infringe on other owners' property while work is being performed.
  4. Shall not knowingly be granted to a project that is in violation of the local building or zoning codes.
  5. The extent that the work or construction may affect the common elements, the Architectural Committee may require that a licensed contractor perform such work and that the contractor provide proof of insurance.
  6. Shall expire six (6) months after the date of approval if the project has not been commenced unless an extension has been approved by the committee.
  7. Shall expire twelve (12) months after the date of approval if the project has not been completed unless an extension has been approved by the Committee.

### **Rejection of Proposals**

1. Shall be based upon:
  - a. Past rejection of substantially similar proposals.
  - b. Violation of building codes, zoning regulations, or other laws.
  - c. Violation of Covenants.
  - d. Negative impact on the community, i.e. increased cost in maintenance and insurance of the community.
  - e. Lack of harmony with surrounding areas.
  - f. Lack of safety.
  - g. Violation of Architectural Control Guidelines.
  - h. Negative impact on neighbouring properties (i.e. run-off and drainage of water).
2. Rejected proposals will state reasons for rejection, detailing items of non-compliance.

### **Rejected Proposals**

1. May be appealed by submission in writing to the Committee. Additionally, the petitioner may choose to appear in person before the Committee.
2. Rejection appeals shall be reviewed within thirty (30) days.
3. If rejected a second time by the Committee, may be appealed to the Board of Directors.

### **Modification of Proposals**

1. Modifications to approved proposals shall be submitted as described in “PROPOSALS SECTION” above.

### **Property Owner Responsibilities**

1. Property Owner responsibilities include but are not limited to:
  - a. Obtaining the proper and necessary government permits.
  - b. Removal of debris generated in the course of the change.
  - c. Restricting sawing, hammering, and/or other noisy construction activities to 8am to 7pm on weekdays which are not holidays and 10am to 7pm on weekends and holidays.
  - d. Providing the Committee with notice of completion.
  - e. Obtain an exemption to Operate a Motor Vehicle on Common Property, if needed.

**SOUTH BEACH RESORT HOUSE OWNERS ASSOCIATION  
(SBR – HOA)**

REQUEST FOR EXEMPTION TO OPERATE  
MOTOR VEHICLE ON COMMON FACILITY

Owner's Name:	Telephone Number (Home) _____ (Work) _____
Address:	
Reason for Exemption:	
Person or Company Performing Work:	
Proposed Starting Date:	Proposed Ending Date:
<p>I agree to fully repair any and all damages to the common property caused as a result of operating a motor vehicle(s) on the community property for the above stated purpose, regardless of whether such damage is caused by myself or my employees, within 30 days of the expiration of this exemption. In the event that such repairs are not completed within this period, I understand and agree that the South Beach House Owners Association may take whatever actions it deems necessary to have such repairs performed, and that I will reimburse the Association for any costs it incurs in performing these repairs.</p>	
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of Owner	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Date Submitted by Owner

Draft regulations concerning use of common grounds:

1. The playing field and multi-purpose court are reserved for play and other recreational purposes. All other areas of the common grounds are ornamental and shall not be used for baseball, softball, football, bicycle riding, or other play or recreational purposes.
2. Use of the recreational facilities shall be limited to residents and their guests. Guests shall be limited to a maximum of 4 guests per resident at any time, and all guests must be accompanied by their resident hosts at all times when using the facilities.
3. All residents and their guests shall conduct themselves upon the common grounds so as not to infringe upon safe and peaceful enjoyment of these properties by all residents and of adjoining private properties by their respective owners. Use of recreational areas or loitering on any common area shall not be permitted before 8.30am or after sunset. The following are strictly prohibited: drinking of alcoholic beverages, use of profane language, fighting, excessive noise, all audio devices (with the exception of personal stereos operated through headphones), use of playground equipment in a manner than that for which it is designed, destruction of plants, trees, play equipment or other public facilities, and dangerous behaviour in general.
4. The use of all common facilities by residents and their guests is at the users' risk. The community assumes no liability for any harm to users resulting from their activities.
5. The community reserves the right to temporarily restrict access to common areas as necessary for maintenance of the areas.
6. Dogs shall be kept on leashes. "Curbing" of dogs on the common grounds is prohibited.
7. No motorized vehicles of any kind (cars, trucks, motorcycles, mopeds, etc) shall be parked or operated on the common grounds, except for duly authorised employees of the Facilities Manager as required to perform maintenance of the common areas. Property owners wishing to have a temporary exemption to this rule for purposes of maintenance or improvements to their properties must obtain an exemption from the Board of Directors (Request for Exemption to Operate Motor Vehicle on Common Property). To obtain an exemption, Property owners must furnish written request to the Board of Directors, stating the reason that the exemption is needed, the dates that the work will be carried out, and agreeing to pay for the repair of any damages to the common grounds caused by the property owner or his/her employees as a result of the vehicular traffic. Limited duration exemptions shall be granted by the Board of Directors within 10 working days or receipt of request for all reasonable requests meeting these requirements.
- 7a. [To be included as an amendment to architectural control regulations]  
In the event that completion of a proposed exterior modification requires that a motor vehicle be driven across or parked upon any of the common areas of the community, a

Request for Exemption to Operate Motor Vehicle on Common Facility must be submitted as part of the Request for Architectural Change.

8. No refuse, construction materials, or other debris shall be stored upon the common grounds, except as provided for in the Architectural Guidelines.
9. No skateboard ramps or other constructions of either a temporary or permanent nature shall be erected upon any of the common areas.
10. Use of bicycles, skateboards, scooters, and other non-motorized vehicles shall be limited to streets, footpaths, pavements and walkways only. Such vehicles shall not be ridden upon any private property except with the permission of the property owner. When ridden upon the walkways, bicyclists and cyclists are expected to observe the rules of the road when riding upon the streets.
11. The following restrictions apply to the use of grills and picnic areas:
  - Only charcoal fires are allowed
  - All fires must be quenched fully, and the grills cleared of charcoal after each use.
  - All refuse must be properly disposed of.

**SOUTH BEACH RESORT HOUSE OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION No. 1  
PROCEDURES RELATIVE TO ASSESSMENTS**

Relating to Collection of Routine and Overdue Payments

WHEREAS, Article V of the Declaration creates an assessment obligation for Owners;

WHEREAS, Article V of the Declaration establishes certain provisions and operations for the collection of assessments; and

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments;

NOW, THEREFORE, BE IT RESOLVED THAT the following assessment procedures be adopted.

**I. ROUTINE COLLECTIONS**

- A. All monthly instalments of the annual assessments shall be due and payable in advance on the first day of the applicable month (“Due Date”)

- B. All documents, correspondence, and notice relating to the charges shall be mailed to the address which appears on the books of the Association or as modified in writing by a property owner.
- C. Non receipt of an invoice shall in no way relieve a property owner of the obligation to pay the amount due by the Due Date.

## **II. REMEDIES FOR NON-PAYMENT OF ASSESSMENT**

- A. If payment is not received by the Managing Agent by the ninth (9<sup>th</sup>) day after the Due Date (tenth day of the month), the account shall be deemed late and a late fee of ten thousand shillings (Tsh 10,000) shall automatically be added to the account monthly and thereafter be a part of the continuing lien for assessments as provided for in the Declaration until all sums due, including such late charge, shall have been paid in full. A “Late Notice” substantially in the form of Exhibit A to this Administrative Resolution shall be sent to Owners who have not paid their assessments in full by the ninth (9<sup>th</sup>) day after the Due Date.
- B. If payment in full, including late charges and interest, is not received by the Managing Agent by the thirtieth (30<sup>th</sup>) day after the Due Date, a “Notice of Intent to Accelerate Instalments and File a Memorandum of Lien” substantially in the form of Exhibit B to this Resolution shall be mailed to the property owner. The Managing Agent shall simultaneously send a copy of such Notice to the Mortgagee of such property. The Notice shall be sent to the property owner by certified mail, return receipt requested, as well as normal mail.
- C. If payment in full, including late charges and cost of the certified letter is not received by the Managing Agent within fifteen (15) days after the Notice of Intent to Accelerate instalments and File Lien has been issued, then the remaining instalments of the annual assessment shall be accelerated and a lien shall be placed of the property. Counsel will so notify Owner with a copy of the lien, and the Managing Agent shall notify the Mortgagee, if known. Counsel may also file a civil suit against the Property Owner on the basis of the personal obligation to pay the assessments. The cost of filing both the lien and the civil suit as well other attorney’s fees of not less than 20% of the sum claimed will be added to the account, plus late fees and any interest accrued on the balance of the unpaid assessments.
- D. If within ten (10) days of the filling of the Memorandum of Lien, the account still remains delinquent, counsel for the Association shall take other appropriate legal action as directed by the Board.
- E. If the Association received from any Owner, in any accounting year, two or more returned cheques for payment of assessments, the Board may require all future payments to be made by certified or banker’s cheque or money order for the remainder of the fiscal year. A twenty thousand Shilling (Tsh 20,000) charge will be made for any returned cheque.

- F. The Board may grant a waiver of any provision herein upon petition in writing by an Owner alleging a personal hardship. Such relief granted an Owner shall be appropriately documented in the Association files. Such documentation shall include, without limitation, the basis for taking such action.
  
- G. The Board hereby authorizes the Managing Agent to waive the imposition of late fees on payments received by the Managing Agent after the tenth day of the month, if the delinquent property owner has owned the property less than three (3) months at the time of the delinquency and, in the judgement of the Managing Agent, the delinquency was the result of a misunderstanding of the correct procedures relative to payment of the assessment. Such a waiver may be granted only once to any delinquent property owner. All property owners who are delinquent shall be subject to the provisions of this Resolution and to the provisions of Article V of the Declaration with respect to non-payment of assessments.

**EXHIBIT "A"**  
**TO**  
**ADMINISTRATIVE RESOLUTION No. 1**  
**LATE NOTICE**

Account Number \_\_\_\_\_  
 Address \_\_\_\_\_

Pay to: South Beach Resort House Owners Association  
 Past Due \_\_\_\_\_  
 Late Fee \_\_\_\_\_  
 Balance Due \_\_\_\_\_

NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Questions? Call Mutual Facilities Management Ltd  
 (+255) 22 2 122 767

**EXHIBIT "B"**  
**TO**  
**ADMINISTRATIVE RESOLUTION No. 1**

**NOTICE OF INTENT TO ACCELERATE  
INSTALMENTS AND FILE LIEN**

Date: \_\_\_\_\_ RE: \_\_\_\_\_

To: \_\_\_\_\_ Building: \_\_\_\_\_  
Owner

\_\_\_\_\_ South Beach Resort House Owners  
Street Address Association

\_\_\_\_\_ TOTAL AMOUNT DUE: Tsh \_\_\_\_\_  
City

**DELINQUENT ASSESSMENTS:**

\_\_\_\_\_ Tsh \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Total Delinquent Assessments Tsh \_\_\_\_\_

**LATE FEES & OTHER CHARGES:**

\_\_\_\_\_ Tsh \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Total Late Fees & Other Charges Tsh \_\_\_\_\_

**TOTAL AMOUNT DUE Tsh \_\_\_\_\_**

You have previously received a Late Notice regarding payment on your account.

Prompt payment of assessments is essential to the financial health of the Association and the protection of all Owners. We hope that you will promptly pay the amount due now.

If payment in full is not received by the Managing Agent within fifteen (15) days after the date of this Notice, the remaining instalments of your annual assessment shall be declared due and payable immediately and a Memorandum of Lien for Tshs \_\_\_\_\_ shall be filed against your unit, pursuant to Administrative Resolution No. 1.

We sincerely hope your prompt payment will eliminate the necessity of taking this action.



**SOUTH BEACH RESORT HOUSE OWNERS ASSOCIATION  
ADMINISTRATIVE RESOLUTION No. 2  
PROCEDURES RELATIVE TO ENFORCEMENT**

Relating to Collection of Fines for  
Violation or Breach of Architectural Guidelines

WHEREAS, Article VI of the Declaration creates the requirement for Architectural Control;

WHEREAS, Article XI of the Declaration establishes provisions for the enforcement of the covenants and restrictions;

WHEREAS, Article VIII of the Bylaws provides for the establishment of a schedule of penalties for violation of Rules, Declaration of Covenants and Conditions and Restrictions, and the Bylaws;

WHEREAS, there is a need to establish a schedule and procedure for the collection of such fines:

NOW, THEREFORE BE IT RESOLVED THAT the following fine procedures be adopted:

**I. VIOLATIONS SUBJECT TO FINES**

- A. Any and all architectural violations meeting the following criteria are subject to the imposition of fines in accordance with the procedures set out in Section II of this resolution:
1. Two (2) notices of non-compliance have been issued to the Property Owner in violation as provided in the Architectural Guidelines, an appeal to the Board of Directors is not pending regarding the violation, and the violation has not been corrected in the manner indicated and/or the time allotted by the Architectural Control Committee by such notices of non-compliance; or
  2. Following a hearing given in response to an appeal by the aggrieved Property Owner, the Board of Directors has affirmed the decision of the violation within the time period provided by the Board of Directors after its decision has been rendered.

**II. COLLECTION OF FINES**

- A. Fines shall be in the amount of Tsh 25,000 (twenty-five thousand shillings) per month and shall be cumulative.
- B. All documents, correspondence and notices relating to the fines shall be mailed to the address which appears on the books of the Association or as modified in writing by the Property Owner.

- C. Fines shall be due and payable on the first day of the next month after it is assessed provided that fifteen (15) days notice has been given to the Owner of assessment of the fine(s). If the Property Owner will not have fifteen (15) days notice of the fine by the first day of the next month, the fine shall be due on the fifteenth (15<sup>th</sup>) day of the next month, and then continue to be due on the first (1<sup>st</sup>) day of each month thereafter until the violation is abated in accordance with this Resolution.
- D. If payment of the fine(s) is not received by the Managing Agent by the 10<sup>th</sup> day after the due date of the fine, the account shall be subject to the same procedures used for collecting other delinquent payments (see Administrative Resolution No. 1, PROCEDURES RELATIVE TO ASSESSMENT, II. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS).

### **III TERMINATION OF FINE ASSESSMENT**

- A. The assessment of a fine shall continue until the fulfilment of one of the following actions:
1. Corrective action – The violation has been corrected by the Property Owner, notice of correction has been made in writing to the Architectural Control Committee or Board of Directors, and the Architectural Control Committee has confirmed in writing to the Property Owner that the violation has been corrected in the manner indicated in the notices of non-compliance or in some other adequate manner; or
  2. Arbitrated resolution – The Property Owner or Association has applied to the Board of Directors, and has been notified in writing of the date scheduled for a hearing.
- B. Corrective action shall not void the right of the Association to collect the fine(s) assessed prior to the date of completion of such corrective action.
- C. If judgment is made by either an Arbitrator or a court of law in favour of the Property Owner, all fines collected shall be refunded according to one of the following:
1. As dictated by the Arbitrator or the Court of law; or
  2. The total sum of the fine(s) paid by the Property Owner plus any interest may have accrued.
- D. If judgment is made by either the Arbitrator or a court of law in favour of the Association, nothing shall prevent the Association from collecting the fines due.

#### **IV. WAIVER**

- A.. The Board of Directors, in its sole discretion, may from time to time waive it's right to impose such fine(s) but this Board of Directors shall be under no obligation to grant any waiver nor shall such waiver require the Board of Directors to exercise its right to waive in any other instance.

#### **I. PARKING RIGHTS**

Each Property Owner shall have access to parking, whether on private property or in Common Areas designated for Parking, together with the right to entry and exit upon that parking space. Each Property Owner and their guests are entitled to use the publicly maintained and designated common area parking. These vehicles shall include any conventional passenger vehicle, motorcycle, van or similar vehicle not prohibited by section II. Vehicles shall be parked so as not to obstruct the spaces for other vehicles or the pavements, footpaths or walkways.

#### **II. PARKING RESTRICTIONS**

Pursuant to the Bylaws of the South Beach Resort and Declaration of Covenants, Conditions and Restrictions, no junk vehicle or other vehicle on which the current registration plates are not displayed, trailer truck, school bus, camper, camp truck, house trailer, boat, boat trailer, or the like shall be kept within the perimeter of any property or upon any of the general Common Areas, nor shall the repair or extraordinary maintenance of automobile or other vehicles be carried out on any of the Common Areas.

All vehicles within the Community must be kept in operating condition at all times. For this purpose, operating condition shall mean that all necessary parts of the vehicle, such as, but not limited to, tires, wheels engine, brakes, muffler, windows, etc, that are necessary for operation of the vehicle on public streets must be maintained at all times. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance, or otherwise. No vehicle shall be parked along the curb in the entry/exit lanes to the Common Area parking lots, except where designated. The Board shall make a reasonable attempt to give notice to the owners offending vehicles. If such vehicle is not removed, or brought into compliance with these parking restrictions, the Board may have the offending vehicle towed at the expense and risk of the owner. Towing will be governed by the laws and regulations of the United Republic of Tanzania.

#### **III. REPAIRS ARE NOT ALLOWED**

As stated previously, no repairs except for minor adjustments shall be permitted at any time on the Common Areas, or within the perimeter of any Property. Drainage or leakage of any automotive fluids on the Common Areas or Streets is prohibited. The washing of vehicles is permitted.

#### **IV. ASSOCIATION NOT RESPONSIBLE**

Nothing in these rules shall be constructed to hold the Association or the Board of Directors responsible for damage to vehicles or loss of property from vehicles parked on or towed from the Common Areas or from the streets.