

## RULES AND REGULATIONS

### I. In General

1. These rules are adopted pursuant to Article VI, Section 6.1 of the CC&R, and apply to all Sauk Mountain View Estates South Owners and their guests, tenants, pets, employees and contractors.
2. Failure to comply with these rules or the other governing documents for the association may result in monetary fines and other enforcement action by the Association.
3. Yearly assessments are payable to the Association by the 1st of January. **A 5% late fee will be added to any assessment, dues or other fee which is more than 15 days past due. In addition, assessments, dues or other fees which are more than 30 days past due shall bear simple interest from the date due at the rate of 1% per month or the highest interest rate allowed by law, whichever is lower, on the unpaid principal balance.** Please refer to the collection policy adopted by the Board of Directors for additional information on collection of delinquent assessments.

### II. Home Businesses

1. No business advertising may be placed on any Unit Structure, in the yard of any Unit or on any Common or Limited Common Element.
2. Common home businesses are permitted as long as they do not cause an increase in vehicle or pedestrian traffic and does not unreasonably disturb other Owners.

### III. Pets

1. Domestic pets, such as dogs and cats, and other common household pets may be kept by Unit Owners/occupants.
2. Pet owners are responsible to maintain control of animals in a manner that does not offend, affect or harm other residents.
3. Unit Owners are responsible for the cost of all damage caused by their pets.
4. Pets will not be allowed on any common areas unless on a leash or being carried. At all times the Common Elements shall be free of any pet debris, including food or fecal matter.

5. Homeowners will comply with the city ordinances on noise and animals. In addition to those, all animals must be kept in the back yard when unattended.

#### **IV. Offensive Activity**

10. No noxious or offensive activity shall be carried on in any home or Common Element, nor shall anything be done which may be or become an unreasonable annoyance or nuisance to others.
11. Homeowners will comply with the city ordinances on noise.
12. No garments, sheets, bedding, rugs or other objects shall be hung from windows or facades, lanais or otherwise displayed in public view.

#### **V. Vehicles and Parking**

1. Unlicensed or non-street legal or illegal motorized vehicles are not allowed to be operated on the Common Element streets.

#### **VI. Signs**

1. Signs no larger than three feet square expressing support for a political candidate during the normal campaign period prior to a local, state or federal election may be placed on a Unit or posted in the yard of a Unit. Such signs must be removed immediately following the election.
2. Signs no larger than three square feet advertising yard/garage sales may be posted on a Unit or in the yard of a Unit or on Common Elements provided such posting will leave no visible trace upon removal. Such signs may be posted a maximum of two days prior to the sale and must be removed immediately after the sale.
3. Unless otherwise provided in these Rules and Regulations, no sign shall be displayed to the public view on or from any Unit Structure or Common Element without prior consent of the Board.

#### **VII. Rental Units**

1. Unit Owners may rent their Unit provided that any lease or rental agreement has a minimum term of six (6) months.

2. All leases or rental agreements must be in writing and subject to the Covenants, Bylaws, and Rules. Owners are responsible for providing tenants with the community's governing documents. Owners are also responsible for any fines assessed against their Unit due to their tenant's violations of the Declaration or Rules and Regulations.

### **VIII. Fences**

1. Fences along the private yard of a dwelling shall be maintained by, and at the expense of the dwelling owner. Board approval is required for any fence changes painting scheme changes.

### **IX. Maintenance of View**

1. Trees and vegetation planted in the Common Elements shall be pruned by the Association in a manner to be deemed natural to the foliage.
2. Any Owner, or any guest or tenant of an Owner that causes damage to the foliage will be held responsible for all expenses the Board shall incur to correct the situation or replace the damaged foliage with like foliage in size or shape.

### **X. Exterior Appearance**

1. Each owner/occupant is responsible to maintain their lawn, trees, shrubs, and plants in a clean attractive condition. Weeds, damaged plants, debris or other waste material will be removed from each property in a timely manner. Notices of violation will be given to those Owners not abiding by this rule and fines can and will be issued for noncompliance. Grass must be kept no longer than 4 inches. After a warning, in addition to the fines, the HOA has the authority to maintain the yard, and charge the owner for this service. A lien will be placed on the house for this if not paid.
2. Lighting and displays shall be limited to November 15 through January 15 (Board approved extensions may apply). Other holidays that are observed with lights, the lights must be removed within two weeks of the holiday.
3. If a homeowner does any alterations that affect the exterior of the house without permission of the Architectural committee, including but not limited to paint, trees or shrubs, fences or walls, homeowner may be required to return property to original state and/or face a fine at the discretion of the board.

### **XI. Trash Cans, Recycling Bins and Basketball hoops**

3. Trash cans and recycling bins shall be placed outside for collection in front of the Unit the evening before assigned pickup day and removed the afternoon/evening of the pickup day.
4. Basketball hoops must be kept off the street and on the homeowners property

## **XII. Damage to Common Elements**

1. Any Owner, or any guest or tenant of an Owner, that causes damage to any signs, playground equipment, plants or other Common Elements will be held responsible for all expenses the Board shall incur to correct the situation or replace the damaged equipment.

## **XIII. Fine and Grievance Procedures**

1. If you are disturbed by actions of another resident, i.e. noise, pets, parking etc., the first step is to make personal contact with the offending neighbor verbally or by written notice to make them aware of the disturbance.
2. If you do not feel comfortable making personal contact, or if no results are achieved with the personal contact, then call or e-mail the HOA and voice your complaint, followed up with a written complaint.
3. The Board will review the complaint and if the violation can be verified, will contact the Owner of the violating Unit. The Owner will be informed of the issue in writing and will be warned that further violations may result in the levying of fines. In the event of further violations a Notice of Violation will be sent to the Owner of the violating Unit.
4. Owners shall be deemed liable for all fines imposed as a result of the actions by their renters, occupants or guests.
5. The offending Owner will be offered an opportunity to appear before the Board to personally appeal any violation.
6. Written notice to an Owner will be deemed sufficient if dispatched via regular mail.
7. The process for violations of any rule resulting in a fine shall be as follows.
  1. First Offense: Written Warning
  2. Second Offense: \$ 25.00
  3. Third Offense: \$ 50.00
  4. Fourth Offense: \$100.00

The penalties above stated may apply to each violation of the governing documents. Continued violations will be subject to escalating fines and/or legal action against the owner, as determined by the Board in its discretion. Please note: in order to

get a second offense, it must be for the same violation as the first offense, and not a separate one. The penalties may become liens on the property, and collected in the same manner as assessments.

#### **XIV. Grievance Procedures**

The following procedures allow members of the Association and the Board to review issues and evidence of a challenged violation(s) and to consider appropriate action(s), if any.

1. If any owner feels that the enforcement for any rules violation has been issued in error, he/she has the right to be "heard." Hearings will be held at regularly scheduled Board meetings.
2. To obtain a hearing, the Owner shall submit a hearing request to the Association's manager, in writing, within 10 days of his/her notice of rules violation.
3. The Board or the Community Association Manager will respond to the hearing request within 30 days following receipt of the written request and provide the date and time of the next regularly scheduled Board meeting where the hearing will be held. The hearing shall also be placed on the agenda for the next regularly scheduled Board meeting.
4. If the Owner requesting the hearing wishes to reschedule the hearing, he/she should submit a written request to the Association manager and provide an alternate date for the rescheduled hearing. The Association manager will then set a new date for the hearing and issue notice to all parties at least 10 days in advance of the new hearing date. A hearing may only be rescheduled once. If the Owner fails to appear for the rescheduled hearing, the Board may issue its decision based on the evidence already provided to the Board.
5. The hearing will be informal. All sides will present evidence, witnesses and testimony regarding the validity, non-validity or other issues relevant to the complaint. The time allowed for such evidence, witnesses and testimony may be limited by the Board. Hearing minutes will be kept as part of the regular Board meeting minutes.
6. If a hearing is requested and any of the parties fail to appear at the hearing, the Board will base their findings on information presented at the hearing.
7. Within 5 working days of the hearing, the Board shall prepare written findings and recommendations and issue them to the owner. Any party has a right to appeal the Board's finding and recommendations (within 10 days of the filing of the findings and recommendations) by repeating the due process procedure above to request a new hearing at the next regularly scheduled Board meeting; except that no new hearing shall be held in the event the party requesting the re-hearing failed to appear at the original hearing.
8. The Board of Directors may decline the second hearing if it determines that there is no pertinent new information to be considered.

9. Nothing contained herein shall prevent the Association from taking any action to recover the cost of damages or injunctive relief, or both. Furthermore, the failure of the Association to take action on any infraction(s) or violation(s) shall not constitute a waiver on the part of the Association to take action for such violations, as it deems appropriate. In the event the Association does commence a lawsuit or undertake other legal action, it shall receive from the Owner reasonable attorney fees, expenses, and costs incurred for such action as provided by law.
  
10. It is highly recommended that parties resort to mediation before any lawsuit is undertaken.