

**RULES AND REGULATIONS
OF
COUNTRY CLUB HEIGHTS HOMEOWNERS ASSOCIATION, INC.
(Revised March, 2000)**

It is the responsibility of each property owner or property manager to distribute these rules and regulations to tenants.

REPORTING VIOLATIONS

It is imperative to the success of the rules enforcement process that each neighbor who observes a potential rules violation report it to the Board of Directors in writing stating the violation, date, time and address of the resident in violation. The local authorities (Craig Police) should also be notified regarding certain situations such as noise nuisance, damage to (or theft of) personal property and threat of bodily injury.

1. PROPERTY MAINTENANCE

- a. Owner is responsible for maintaining his/her property in a clean, orderly, safe and attractive condition. Property shall be kept in good repair. No unsightliness shall be permitted on any Privately Owned Site that is visible from any other Privately Owned Site or from the Common Area.
- b. No refuse, garbage, trash, lumber, grass, shrub or tree trimmings, plant waste, compost, metal, bulk materials, scrap refuse, newspapers or debris of any kind shall be kept, stored, or allowed to accumulate on any Privately Owned Site. All trash, garbage, and ashes shall be placed in designated receptacles.
- c. No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Project Area so as to be evident to public view, except signs as may be approved in writing by the Architectural Committee or Board of Directors. A sign advertising a Privately Owned Site for sale or lease may be placed on said property, provided, however, that the dimensions color, style and location of such sign shall be determined from time to time by the Architectural Committee or Board of Directors.
- d. The fences between units are the responsibility of the property owners and shall be maintained in good repair at all times.

2. OFFENSIVE AND ANNOYING BEHAVIOR, ODORS AND SOUNDS

- a. No offensive, abusive or obnoxious language and/or activity shall be permitted on any property or Common Areas that may become a nuisance or cause embarrassment, disturbance or annoyance to others.
- b. No odors shall be emitted from any property that are toxic, harmful or unreasonably offensive or annoying to others. This includes animals.
- c. Consideration for the interests of other residents with respect to unduly loud and disturbing noise, whether caused by children, adults, or pets must be observed. No loud parties shall be held on or in any Privately Owned Site or the Common Areas. Radios, television sets, record players, stereo systems, CD players, tape recorders and musical instruments shall be held to normal

listening range and subdued so as not to annoy other residents and their guests. Quiet hours shall be observed between 10:00 pm and 7:00 am weekdays and 11:00 pm and 8:00 am weekends.

3. HAZARDOUS OR ILLEGAL ACTIVITY

a. No resident or any guest of any resident shall perform or permit any illegal activity to be conducted on or in any Privately Owned Site or Common Area adjoining any Privately Owned Site. No resident, or any guest of any resident, shall keep or store on or in any Privately Owned Site or Common Area any article of dangerous, inflammable or explosive character which increases the danger of fire upon the property, or which would be deemed "hazardous" or "illegal" by any responsible insurance company or law enforcement agency, or which would constitute a nuisance or disturb or annoy any resident of Country Club Heights.

b. Nothing shall be done or kept on property within the Project Area that may result in a material increase in the rates of insurance or resulting in cancellation of insurance or is in violation of any law, ordinance, rule or regulation.

4. TEMPORARY STRUCTURES

No building, tent, shack, temporary structure or temporary building, fence, wall, clothesline, aerial, antenna, satellite dish, basketball hoop, backboard, exterior lighting, exterior painting, or other structures or improvements of any kind, shall be commenced, erected or maintained within the Project Area, nor shall any exterior addition to, change, or alteration be made to any Privately Owned Site until the plans and specifications showing the nature, kind, shape, height, material, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee or Board of Directors.

5. HOLIDAY LIGHTS AND DECORATIONS

It is permissible to display holiday lights and decorations on and around a Privately Owned Site. Christmas lights and decorations must be removed within six (6) weeks after Christmas. Decorations for other holidays must be removed within one (1) week of the holiday.

6. PARKING AND VEHICLE RESTRICTIONS

a. No motor vehicle owned or leased by Owners or their guests or invitees shall be parked or maintained on any street within the Project Area, except for those areas specifically designated for parking.

b. Each unit is assigned two parking spaces in front of each townhouse with the exception of the end units. The end units have one space in front and the first parking space around the corner in the visitor parking area. The boundaries of the parking spaces are from property line to property line (party wall to party wall). Visitors are to park in the visitor parking spaces at the north and south ends of each building. Vehicles parked in unauthorized parking spaces or in a neighbor's space can and will be towed at the vehicle owner's expense.

c. No mobile home, trailer, automobile, truck, camper, recreational or other vehicle may be used for temporary or permanent sleeping or living purposes while within the Project Area. Nor shall any of the aforementioned vehicles be stored on Project Area when not in use or operational condition.

- d. Any vehicle that is unable to be moved under its own power, is abandoned or is not currently licensed and remains upon the premises for more than forty-eight (48) hours is subject to being towed at the vehicle owner's expense.
- e. No vehicle or implement shall be parked so that it extends over the curbs during winter months as this impedes snow removal. Any vehicle that impedes snow removal is subject to being towed at the vehicle owner's expense. No vehicle or implement shall interfere with snow removal or maintenance of the Common Areas at any time.
- f. No vehicles shall be washed or repaired in the Project Area. This includes oil changing.
- g. Property owners are responsible for cleaning up any oil, transmission or other fluid leaked or spilled from their vehicle(s) or their guests vehicle(s). Should property owners not clean up leaks or spills the Association will do so and bill the property owner for time and material.

7. OUTSIDE PETS

- a. No cat, dog, or any animal shall be allowed outside or on a Privately Owned Site at any time. Any allowed cats, dogs or animals shall be kept *exclusively indoors* except while being transported or walked off the Project Area. Any allowed cat, dog or animal shall be on a leash at all times when transported or walked off the project area.

The Owner of any Privately Owned Site harboring a prohibited pet will be served notice that he or she has seven (7) days to remove the Outside Pet. If, after notice, the Owner fails to remove the Outside Pet from the Privately Owned Site the Owner's Common Assessments shall be doubled for anytime the Outside Pet is on the premises and these Assessments shall be collectable in the same manner as provided in Article VII of the Declaration. The Owners of each Privately Owned Site shall be responsible for enforcing this provision and is responsible for his or her tenants. Additionally, the Owner is responsible for the increase in Assessments when this Article is violated.

- b. Pet owners must clean up after their pets while walking them. It is unfair to force others to bear the burden of cleaning up after your pet.
- c. Barking, howling or whining dogs are prohibited and will not be tolerated.

8. RESTRICTION ON PIPES AND UTILITY LINES

Pipes for water, gas, sewer, drainage or other purposes, and wires poles, and other facilities for the transmission or reception of electricity and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, under ground or within an enclosed structure.

9. RESTRICTIONS ON MINING OR DRILLING

No resident shall use the Project Area for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stone, gravel or earth.

10. MAINTENANCE OF DRAINAGE

There shall be no interference with the established drainage pattern over any property within the Project Area.

11. RESTRICTIONS ON SEWAGE DISPOSAL SYSTEM

No septic or other sewage disposal system shall be installed within the Project Area.

12. RESTRICTIONS ON WATER SYSTEMS

No individual water supply system shall be installed or maintained on any property.

13. RESTORATION IN THE EVENT OF DAMAGE OR DESTRUCTION

In the event of damage or destruction of any improvement on any Privately Owned Site, the Owner shall cause the damage or destroyed improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Board of Directors.

14. EAST AND WEST PROPERTY LINES

The backyard fences on the West building are on the Project Area property line. The Commons Area extends approximately three (3) feet east of the backyard fences of the East building. No items of any kind shall be stored or placed temporarily or permanently outside the boundaries of the backyard fences.

15. COMMON AREAS

Common Areas, sidewalks, passages and parking areas shall not be obstructed or encumbered by residents or guests of residents or used for any purpose other than ingress and egress to and from Privately Owned Sites.

16. VIOLATION PROCEDURES

a. Notification to Offender. Within seven (7) days from the date the alleged Rules violation is referred to the Board of Directors, written notification of the alleged violation will be sent by mail to the alleged offender, landlord and/or property manager. Such written notification will briefly state the nature of the Rules violation observed. Please note that the allegation may be in error and that the suspected offenders are not simply assumed guilty. If you believe that the allegation is in error, please contact the Board of Directors.

b. Compliance Period. The property owner shall be allowed a specified number of days to comply with the rule or regulation, or to insure that his tenant or guests comply with the rule or regulation. If additional time is required to correct the violation, a written request for extension must be received within ten (10) days after notification with an explanation as to the cause of the delay.

c. Notice of Hearing. Should the Board of Directors or the alleged rules offender request a hearing before the Board to discuss the alleged violation, notification indicating the date, time and place will be sent to all parties involved.

d. Unavailable to Attend Hearing. Should the alleged offender not be available to attend the hearing on the date and time scheduled, a letter may be submitted stating the position in writing to the President of the Board for the Board's consideration at the hearing, or arrangements may be made with the President of the Board to attend a subsequent hearing date.

e. Indifference to Hearing. In absence of either a written statement of position by the alleged offender, or arrangements made to attend a subsequent hearing, the Board may proceed without the presence of the offender and the findings of the Board will be as conclusive as if the offender had attended the hearing.

f. Hearing. This is an Executive Session before the Board of Directors. The owner will be given the opportunity to speak regarding the violation and present evidence in defense.

g. Notification of Board's Decision. Written notification of the Board's decision will be sent by certified mail, return receipt requested, to all alleged offenders who were not personally in attendance at the time of the hearing.

h. Non-compliance. Should the offender not pay all sums found owing for restitution of property damage, and/or fine levied within thirty (30) days from the Board's decision, it will be presumed that the offender is unwilling to comply with such decision and the matter may then be turned over to either the Association's attorney, or the proper authorities to pursue through the civil or criminal justice system. Furthermore, all Association privileges will be suspended.

17. SCHEDULE OF FINES FOR RULE VIOLATIONS

1st notification of violation – Warning Letter

2nd notification of violation - \$25

3rd notification of violation – Doubled (\$50) and thereafter

\$100, \$200, \$400, etc. and legal expenses

Prior to any fine being levied the homeowner will receive a notice of hearing. The homeowner may appeal the decision to the Board of Directors. Appeals must be made in writing to the Board of Directors. Refer to Article IV, Section 4.18 of the Declaration of Covenants, Conditions and Restrictions.