

The Meadows at West Haven Home Owners Association, Inc.

Rules & Regulations & Enforcement Policy

The Board of Trustees (“Board”) for The Meadows at West Haven Home Owners Association, Inc. (“Association”) hereby adopts the following Rules and Regulations and Enforcement Policy (“Rules”) as provided by Section 4.04 of the Declaration for the benefit of the Association, the Residential Lot Owners (“Owners”), and all guests, tenants, and invitees (collectively referred to herein as “Guests”):

The major objectives of the Rules are to:

- Supplement the Declaration by providing detailed governing instructions regarding the operation of the Association.
- Achieve a high degree of consistency and fairness regarding the administration of Association affairs.
- Promote openness on the part of the Board by documenting those processes and the administrative procedures related to Association business.

Unless otherwise noted herein and unless the context requires otherwise, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

I. Parking

1. Vehicles shall not be parked on the sidewalk side of the street. (\$50 Fine per occurrence)
2. Vehicle parking shall be in conformity with all parking laws and ordinances in effect. (\$50 Fine per occurrence)
3. No vehicle shall be parked in a manner that obstructs another resident from accessing his/her driveway or garage. (\$100 Fine per occurrence and subject to immediate towing)
4. Vehicles shall not be stored in the Common Areas. Any vehicle parked in the Common Areas (the street or the parking stalls) for periods longer than 72 hours will be deemed to be “stored.” (\$50 Fine per occurrence)
5. Large Commercial and other Oversized vehicles are prohibited from being parked anywhere within the Project, except (i) when approved in advance and in writing by the Board; or (ii) for loading and unloading purposes if the vehicle is being used for residential or personal purposes of an Owner or resident. (\$100 Fine per occurrence)

- i. As used herein, “Large Commercial and other Oversized vehicles” includes motor homes, large commercial vehicles, moving vans, campers, trailers, boats, and similar vehicles as determined in the sole discretion of the Board.

6. Vehicles that are inoperable, unregistered, or in extreme disrepair as reasonably determined by the Board shall not be abandoned or remained parked in any location visible from anywhere within the Project. (\$100 Fine per occurrence)

7. Each Residential Lot has 2 parking spaces – the garage and the driveway. These 2 parking spaces must be utilized by a resident before using other Common Area parking spaces. (\$50 Fine per occurrence)

8. Vehicles parked in violation of these Rules are subject to being towed 24 hours after the vehicle is tagged by the Association or the vehicle’s owner is notified of the parking violation by the Association, unless a different time period is specified herein. This includes vehicles parked on the streets, Common Area parking spaces, or on driveways or other areas of the Residential Lots. Vehicles parked in a manner that is in violation of these Rules and that create an unsafe or dangerous situation may be towed in the sole discretion of the Association without prior notice.

- i. The costs of towing and impoundment shall be the personal obligation of the vehicle owner or possessor of the vehicle, including any costs incurred by the Association. If the vehicle owner or possessor of the vehicle is a Guest of an Owner, such costs shall also be the personal obligation of such Owner. If the Owner does not reimburse the costs of towing and impoundment and any other parking fines imposed by the Association for violation of the parking rules upon demand by the Association, then such costs shall be an assessment lien on the property.

II. Exterior Maintenance

1. Owners shall maintain their Residential Lot and Living Unit in a clean and tidy state of appearance and preservation. (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected)

2. Owners shall keep their front porches, front yard area, and driveways free from debris and clutter. (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected)

- i. The term “debris” includes, but is not limited to, leaves, twigs, tree branches, rocks, and rubble.
- ii. The term “clutter” includes, but is not limited to, toys, bikes, tools, towels, equipment, etc.

3. Owners shall keep their back porches and backyard area free from debris. Owners shall also keep their back porches and backyard area free from clutter, except that barbecues, bikes, toys, and similar objects are allowed to be neatly stored on the back porch or backyard area so long

as they, in the discretion of the Board, do not create a hazard or nuisance. The Board can require the removal of any item it deems to be a hazard or nuisance. (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected)

4. Fence enclosures are prohibited, except those enclosures made with Association approval prior to the adoption of these Rules. (\$250 Initial Fine, and a \$300 Fine every month until corrected).

5. No signs or stickers shall be erected or maintained upon any Residential Lot, except for: (1) one (1) "For Sale" or "For Rent" sign no larger than 12 square feet; (2) signs required by legal proceedings; (3) temporary signs (less than 48 hours) (like "Welcome Home" or "It's a Boy"); and (4) home alarm signs, except home alarm signs can only be affixed to a front railing or a front window. (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected)

6. Garbage cans shall be placed on the street no longer than 24 hours before the designated garbage pick-up day and shall be removed from the street within 24 hours of pick-up. (\$25 Fine per occurrence)

7. No decorative lights in yards. (\$25 Initial Fine, and a \$15 Fine every 10 days until corrected)

8. Exterior décor is prohibited except: exterior holiday décor is allowed up to thirty (30) days before a holiday and for up to ten (10) days following the holiday. Any exterior décor deemed a hazard or nuisance by the Board shall be removed by the Owner immediately upon receiving notice requesting the removal. (\$50 Initial Fine, and a \$25 Fine every 10 days until corrected)

9. No exterior antennas or satellite dishes of any type shall be installed or maintained on any Residential Lot except as approved in writing by the Board or Design Committee. (\$150 Initial Fine, plus a \$100 Fine every 10 days until corrected)

10. Owners shall receive written authorization from the Board or Design Committee before doing any work that would, in any way, change the exterior appearance of a Residential Lot or Living Unit. (\$200 Initial Fine, and a \$125 Fine every 10 days until corrected)

III. Pets

1. Owners are solely responsible (including financially for any damages or injury) for the behavior of their pets and shall ensure that any pet does not interfere with and create any nuisance to the community or its residents. (\$50 Fine per occurrence, plus the cost of any damage)

- i. Nuisance, as used in this section, includes, but is not limited to: personal injury or property damage, barking that is offensive to adjoining lots that are not immediately stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested.

2. Owners of pets shall immediately pick-up and properly dispose of any animal fecal waste. (\$100 initial Fine for first occurrence, \$200 Fine for the second occurrence, and \$300 Fine for each occurrence after the second occurrence)

3. Pets shall be confined to a leash at all times when the pet is outside of a Living Unit. (\$50 Fine per occurrence)

4. Owners of pets shall comply with all local governmental laws, ordinances, rules, and regulations with regard to pets. (\$50 Fine per occurrence)

5. Owners shall indemnify the Board, the Association, and the Association's Manager and hold them harmless against any loss or liability of any kind arising from a pet.

6. The Board may, but is not obligated to, remove any pet from the community that continues to violate any of these rules and regulations.

IV. Noise

1. All residents have the right to the quiet use and enjoyment of their residences. Interferences with this right will result in a \$50 Fine per occurrence.

2. Noise shall be kept to a bare minimum between the hours of 10:00p.m. and 8:00a.m. (\$25 Fine per occurrence). If noise within a Living Unit can be heard from outside of that Living Unit, it is too loud.

V. Rentals

1. Owners shall provide the Board with the names, phone numbers, and email addresses of each adult tenant residing in their Living Unit within thirty (30) days of tenant occupancy. (\$100 Monthly Fine)

2. Owners are responsible for the behavior, actions, and violations of their tenants.

VI. Pool Rules

1. The Pool hours are 10:00a.m. to 9:00p.m. Monday through Saturday. (\$50 Fine per occurrence)

2. Alcohol, smoking, tobacco, food, and glassware are prohibited in and around the pool area. (\$50 Fine per occurrence)

3. Persons under 14 years of age must be accompanied by a responsible individual. (\$50 Fine per occurrence)

4. Use of the Pool is strictly limited to residents and their guests. Residents must accompany their guests and remain with them in the pool area. (\$50 Fine per occurrence)

5. All garbage in the Pool area must be disposed of properly (\$50 Fine per occurrence)
6. Pool users shall abide by any other pool rules not listed specifically herein that are posted in the pool area. (\$50 Fine per occurrence)
7. Any violations of the health department are prohibited. (\$50 Fine per occurrence)
8. Rowdy, unruly, and offensive or obnoxious behavior is prohibited, and if continued, may result in the termination of such violator's pool rights. (\$50 Fine per occurrence)
9. Pets are prohibited in and around the Pool area (\$150 fine per occurrence)
10. All persons using the Pool or Pool area do so at their own risk; the Association, the Board, and the Association's manager assume no responsibility for accidents or injuries or damage to personal property.

VII. Clubhouse Rules

The Clubhouse and facilities are paid for and maintained by the Association. The following rules are for the benefit and protection of all Owners, residents, and Guests. They have been established by the Board to ensure the safe and sanitary operation of the Clubhouse.

1. Clubhouse hours are from 8am to 10pm Monday through Thursday; 9am to 11pm on Friday and Saturday; and 9am to 10pm on Sunday.
2. Use of the Clubhouse is strictly limited to residents and their guests.
3. Clubhouse use is by reservation only (\$50 Fine per occurrence). Reservations are made on a first-come, first-serve basis with a \$75 nonrefundable payment to the Association. Reservations are to be made through the Board or the Association's manager.
4. Pets are prohibited in the Clubhouse (\$100 Fine per occurrence)
5. Smoking is prohibited in the Clubhouse (\$250 Fine per occurrence)
6. Nails, tacks, staples, and the like shall NOT be used to hang any decorations in the Clubhouse. (\$50 Fine per occurrence)
7. The Clubhouse must be completely cleaned immediately after use. (\$150 Fine per occurrence, plus any cleaning costs incurred by the Association)
8. Owners and residents are responsible for any and all damage caused to the Clubhouse while in use or during a reservation.
9. All persons using the Clubhouse do so at their own risk; the Association, the Board, and the Association's manager assume no responsibility for accidents or injuries or damage to personal property.

VIII. Miscellaneous Rules

1. The use of ATVs and other similar recreational vehicles is strictly prohibited anywhere in the Project. (\$100 Fine per occurrence)
2. Each Owner shall provide the Board with any and all telephone numbers and email addresses at which he or she may be reached. This information will be used for Association purposes only, not for any commercial purpose. (\$100 Monthly Fine)
3. All other provisions of the Declaration or Bylaws, or any amendments thereto, shall be complied with. (\$50 Fine per occurrence, unless otherwise provided)

Rules Enforcement Process

1. **Complaint.** A resident may file a written complaint with the Board or Association manager regarding a violation of the Declaration, Bylaws, or Rules by another Owner or Guest.
2. **Investigation.** After receiving a complaint, the Board or Association manager may investigate the complaint and determine if it is valid. If the Board or Association manager witnesses a violation, they may proceed to #3 below.
3. **Violation and Notice.** If the Board believes that a violation has occurred or is continuing to occur, the Board shall send notice of the violation to the responsible Owner. The notice will provide that the Board may assess fines against the Owner if: (1) the violation is repeated within the next 1-year period of time, or (2) a continuing violation is not cured. If the violation is a continuing violation, then the notice shall give the Owner at least 48 hours to cure the violation.
4. **Fines.** The Board may impose fines outlined above if the violation is repeated anytime within the next 1 year period of time or if the violation is not cured or ceased within the time specified in the notice described in paragraph 3. For continuing violations remaining uncured, fines may continue to be levied as provided herein or as directed in the notice from the Association, but no more frequently than every 10 days.
5. **Hearing.** The responsible Owner has the right to request an informal hearing with the Board within thirty (30) days from the date the notice is provided to the Owner stating that a fine has been assessed by the Association. If requested, the Owner may present testimony or evidence regarding the violation at the next Board meeting.

Repeat Violations

As provided above, the Board may impose fines outlined herein if the violation is repeated anytime within the next 1-year period of time. Owners who repeat any violation during this time period are not entitled to an additional hearing, regardless of whether or not the Owner participated in a hearing as a result of the first violation. For such repeat violations, the Board may automatically begin fines as outlined above.

Continuous Violations

As provided above, for continuing violations remaining uncured at the deadline provided in the notice or as provided herein, fines may continue to be levied as directed in the notice or as provided herein, but no more frequently than every 10 days. A “continuous” or “continuing” violation is a violation that continues in time until action is taken to correct or remedy the violation.

Other Legal Remedies

1. **Board Actions.** In addition to levying fines, action by the Board may include, but need not be limited to:

- i. Seeking injunctive or declaratory relief action against any alleged offending Owner, Guest, or other occupants of the Owner’s property; and/or
- ii. Taking immediate legal action, as the Board finds reasonably necessary, to stop conduct which it determines is in violation of the Declaration, Bylaws, Rules, or applicable state or federal law.

2. **Alternative Resolution.** Nothing herein shall preclude the Board or Association manager, as authorized by the Board, from first attempting to resolve a matter either by an informal meeting or telephone call with, or email, or warning letter to the alleged offending Owner or Guest.

Owner Responsibility for Tenants, Guests, Invitees, etc.

Owners shall be responsible for the conduct of and the violations of any renter, tenant, invitee, guest, or family member who violates any portion of the Declaration, Bylaws, or these Rules, including but not limited to, paying all fines or costs imposed by the Association as a result of the renter, tenant, invitee, guest, or family member’s actions or behavior. All renters and tenants are jointly and severally liable with their landlord/Owner for violations and resulting fines or costs.

BE IT FURTHER RESOLVED that:

- 1. The foregoing Rules are adopted by the Board of Trustees.
- 2. Each Owner and/or occupant of a Residential Lot shall be responsible for notifying any household member, renter, guest, or other visitor of the restrictions, limitations, and prohibitions contained above.

Date: 3/25/2020

ATTEST:

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 Board of Trustees
 The Meadows at West Haven HOA, Inc.

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Dixi Staker

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Board of Trustees

The Meadows at West Haven HOA, Inc.

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Linda Cooper

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Board of Trustees

The Meadows at West Haven HOA, Inc