

# Stone Creek Canyon Homeowners Association, Inc.

## Rules & Regulations & Enforcement Policy

The Board of Directors (“Board”) for Stone Creek Canyon Homeowners Association, Inc. (“Association”) hereby adopts the following Rules and Regulations and Enforcement Policy (“Rules”) as provided by Section 6.4(c) of the Declaration for the benefit of the Association, the 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 streets within the Property.
2. Vehicle parking shall be in conformity with all parking laws and ordinances in effect.
3. No vehicle shall be parked in a manner that obstructs another resident from accessing his/her driveway or garage.
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 24 hours will be deemed to be “stored”.
5. Large Commercial and other Oversized vehicles are prohibited from being parked anywhere within the Project, except for temporary periods of time not to exceed 4 hours in any 24 hour time period, or when approved in advance and in writing by the Board.
  - 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.

7. Vehicles parked in violation of these Rules or in violation of other ordinances and laws are subject to being towed at any time by the Association.

- i. The costs to boot, tow, or impound a vehicle shall be the personal obligation of the vehicle owner or possessor of the vehicle, including any costs incurred by the Association.

## II. Exterior Maintenance

1. Owners shall maintain their Lot and Living Unit in a clean and tidy state of appearance and preservation.

2. Owners shall keep their front porches, front yard area, and driveways free from debris and clutter.

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, patio furniture, 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 or become an eyesore. The Board can require the removal of any item it deems to be a hazard or nuisance or an eyesore.

4. No signs, banners, or stickers shall be erected or maintained upon any Lot, except for: (i) one (1) "For Sale" or "For Rent" sign no larger than 12 square feet; (ii) signs required by legal proceedings; (iii) temporary signs (less than 48 hours) (e.g. "Welcome Home", "Happy Birthday", or "It's a Boy"); and (iv) home alarm signs, except home alarm signs can only be affixed to a front railing or a front window.

5. Flags are prohibited upon any Lot except the United States' flag may be displayed from the inside of a Living Unit or within a patio, deck, or porch area if the display complies with United States Code, Title 4, Chapter 1, The Flag. Notwithstanding the foregoing, a Living Unit's exterior wall or roof cannot be penetrated for the installation of a flag pole, stand, or the like.

6. Garbage cans must be stored so they are not visible from the street.

7. 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.

8. No decorative lights in yards that inhibit landscaping maintenance or snow removal as determined by the Board.

9. Exterior holiday décor is allowed up to thirty (30) days before a holiday and for up to ten (10) days following the holiday. However, December holiday decorations may remain on a Living Unit or Lot until February 1<sup>st</sup>. Any exterior décor deemed a hazard or nuisance by the Board shall be removed by the Owner immediately upon receiving notice requesting the removal.

10. If you have Dish or DirectTV, you must request installation through the Association's approved vendor in order to ensure proper placement in accordance with Association guidelines. Any damage to the exterior of the building is the responsibility of the Owner and/or installation company to repair.

11. No exterior antennas or satellite dishes of any type shall be installed or maintained on any Lot except as approved in writing by the ACC.

12. Owners shall receive written authorization from the ACC before doing any work that would in any way change the exterior appearance of a Lot or Living Unit.

### 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.

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 is not immediately stopped, an animal that exhibits aggressive or vicious behavior, or animals that are conspicuously unclean or parasite infested.

2. There shall be no more than two (2) common household pets kept or housed in any Living Unit or Lot.

3. Owners of pets shall immediately pick-up and properly dispose of any animal fecal waste.

4. Pets shall be confined to a leash at all times when the pet is outside of a Living Unit.

5. Owners of pets shall comply with all local governmental laws, ordinances, rules, and regulations with regard to pets.

6. 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.

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

8. All pet violations shall be fined as follows:

1. 1<sup>st</sup> Violation: Warning

2. \$250 fine for all subsequent violations

#### **IV. Noise/Nuisance**

1. All residents have the right to the quiet use and enjoyment of their residences.
2. Noise shall be kept to a bare minimum between the hours of 10:00p.m. and 7:00a.m.
3. Smoking is prohibited when the smoke becomes a nuisance or annoyance to other residents, as reasonably determined by the Board. This includes, without limitation, smoking in Common Areas or Limited Common Areas when the smoke negatively interferes with neighboring Living Units.

#### **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.
2. Owners are responsible for the behavior, actions, and violations of their tenants.
3. Owners are responsible to provide tenants a copy of the Declaration and Rules prior to the execution of any lease. Owners shall also provide them a copy of any amendments or supplements thereto within 15 days of Association adoption.

#### **VI. Pool Rules**

The pool, pool area, 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 pool, pool area, and facilities.

1. The pool hours are 8:00a.m. to 10:00p.m. Monday thru Sunday.
2. Smoking in any form, including e-cigarettes and vaping, and tobacco are prohibited in and around the pool area.
3. Food and any type of beverage shall be kept at least 10 feet from the pool or hot tub and shall be confined to the provided pergola areas and tables.
4. No glass (container, bottle, bowl, etc.) is permitted in the pool area.
5. Persons under 14 years of age must be accompanied by a responsible individual.
6. Use of the pool and pool area is strictly limited to residents and their guests. Residents must accompany their guests and remain with them in the pool area.
7. All garbage must be disposed of properly.

8. Pool users shall abide by any other pool rules not listed specifically herein but that are posted in the pool area.
9. Any violations of the health department are prohibited.
10. Rowdy, unruly, and offensive or obnoxious behavior is prohibited, and if continued may result in the termination of such violator's pool rights.
11. Pets are prohibited in and around the pool area.
12. All persons using the pool or pool area do so at their own risk. The Association, the Board, and Association management assume no responsibility for accidents or injuries to person, 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. Any use of the clubhouse that becomes a nuisance or an annoyance is prohibited.
2. Use of the clubhouse is strictly limited to residents and their guests.
3. Clubhouse use is by reservation only. Reservations are made on a first-come, first-serve basis through signing a reservation agreement with the Association. A deposit for use of the clubhouse may be required as determined by the Board.
4. Pets are prohibited in the clubhouse.
5. Smoking in any form, including e-cigarettes and vaping, and tobacco are prohibited in the clubhouse.
6. Nails, tacks, staples, and the like shall NOT be used to hang any decorations in the clubhouse.
7. All decorations shall be removed immediately after use of the clubhouse.
8. The clubhouse must be completely cleaned immediately after use.
9. Owners and residents are responsible for any and all damage caused to the clubhouse while in use or during a reservation.
10. All persons using the clubhouse do so at their own risk; the Association, the Board, and Association management assume no responsibility for accidents or injuries to person, or damage to personal property.

## VIII. Assessment Payment and Collection

Assessments are the lifeblood of the Association. Without them, the Association cannot fulfill its legal obligations and responsibilities. As a result, it is necessary for the Association to adopt an effective and uniform policy for the payment and collection of Assessments.

1. Assessments. Regular (annual) Assessments are levied monthly by the Association and are due and payable on the first day of each month. Other Assessments may be levied as allowed by the Declaration and are due and payable as provided by the Association.

2. Late Fee. There is hereby levied a late fee of THIRTY-FIVE DOLLARS (\$35.00) against any Lot for any Assessment which is not paid in full within fifteen (15) days of the date such Assessment is due. Late fees shall accrue each month until the Assessment, including all late fees, interests, and other costs and fees, are paid in full.

3. Interest. All Assessments not paid on or before fifteen (15) days after the date when first due shall also accrue interest at the rate of eighteen percent (18%) per annum.

4. Notice. If any Assessment remains unpaid by an Owner for more than thirty (30) days from the due date for its payment, the Association may send a notice to the Owner indicating the amount due, including notice of the late fees and interest.

5. Collection. If any Assessment remains unpaid by the Owner for more than sixty (60) days from the due date for its payment, the Board may turn it over for collection to the Association's attorney who may file suit for a money judgment, unless the Board, after recommendation by attorney, determines that lien foreclosure is advisable under the circumstances. In such cases, the attorney may file a lawsuit for a money judgment, for foreclosure, or for both a money judgment and foreclosure, as permitted by applicable law.

6. Legal Fees and Costs. All legal fees and costs incurred in the collection of a delinquent Assessment shall be assessed against the delinquent Owner and shall be collected as an individual Assessment as provided in the Declaration, regardless of whether a lawsuit or foreclosure action is filed.

7. Further Action. The Association may also, in the discretion of the Board, take further action in the collection of unpaid Assessments as permitted by the Governing Documents or applicable law, including, but not limited to, loss of voting rights; the termination of utility services paid for by the Association out of assessments; and access to and use of Common Areas available to Owners and, after giving notice and an opportunity to be heard, terminate the rights of any Owners to receive such benefits or services until the correction of any violation covered by such rule has occurred, including payment in full of all outstanding Assessments.

## **IX. Miscellaneous Rules**

1. The use of ATVs, go-karts, and other similar recreational vehicles is strictly prohibited throughout the Project.
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.
3. All other provisions of the Declaration or Bylaws, or any amendments thereto, shall be complied with.

### **GENERAL VIOLATION FINE SCHEDULES**

#### **Per Occurrence Violations**

Except where specifically stated above, fines for violating any of the foregoing rules, regulations, or policies may be levied by the Association as follows:

- 1<sup>st</sup> Offense: Warning Letter
- 2<sup>nd</sup> Offense: \$50 Fine
- 3<sup>rd</sup> Offense: \$75 Fine
- 4<sup>th</sup> and each subsequent Offense: \$100 Fine

#### **Continuing Violations**

A continuous violation is a violation that persists until corrective action is taken. The Association may levy a fine for a continuous violation remaining uncured by the deadline imposed by the Association Board (such deadline shall be at least 48 hours). Furthermore, additional fines may be levied every ten (10) days thereafter until the violation is cured. Unless specifically stated above for an individual rule, the amount of the fine will be increased at each 10-day increment as follows:

- 1<sup>st</sup> Offense = Warning Letter and Opportunity to Cure of at least 48 hours;
- If not cured within the deadline established in the warning letter, a fine of \$50 may be levied;
- If not cured within 10 days of the levying of the \$50 fine, an additional \$75 fine may be levied;
- If not cured within 10 days of the levying of the \$75 fine, an additional \$100 fine may be levied;

- The \$100 fine may continue to be levied every 10 days thereafter until the violation is cured.

If the same continuous violation is repeated anytime within the next twelve (12) months, the initial fine shall be \$100. The \$100 fine may be levied every 10 days thereafter until cured.

### **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 anytime within the next twelve (12) months, 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 twelve (12) months 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 twelve (12) months. 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.

### **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 occupant 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.

**Association Notices**

Any notice required or permitted to be given by the Association to any Owner or Guest under these Rules shall be deemed to have been properly furnished if delivered in a manner allowed by the Declaration or the Act.

**BE IT FURTHER RESOLVED** that:

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

Date: January 27, 2021

ATTEST:

  
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President  
Stone Creek Canyon Homeowners Association, Inc.