

MEADOWVIEW PARK HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

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FOREWORD

These Rules and Regulations were developed in the interest of all residents. What we do, or don't do, has a direct effect upon our property values and the environment in which we live.

It is hoped, by spelling out in detail in a single booklet, the various Rules and Regulations of this Association, it will make it easier for both the homeowner and tenant alike.

Our CC&Rs provide for a system of fines for violations. If there is an infraction of a Rule a notice will be sent to the owner of the unit informing them of the violation. If the violation continues, a fine may be imposed by the Board of Directors. At such time, the homeowner may appeal his/her case to the Board of Directors at its next scheduled meeting.

Owners must furnish their tenants with a copy of these Rules.

BOARD MESSAGE

The following Rules are excerpts from our Association's CC&Rs, plus additional Rules passed by the Board of Directors to cover situations and problems not anticipated by the founders of the Association

The purpose of these rules is to protect our property values and to ensure a safe and peaceful environment in which we live.

Since owners are responsible for the actions of their renters and/or their guests, as well as themselves, it is in the best interest of owners to furnish renters with a copy of these Rules.

Remember, this is your Association and if any owner or renter has any questions or suggestions please call one of the Board members. All requests or reports must be submitted in writing.

Board of Directors
Meadowview Park Homeowner's Association

I
GENERAL RULES

1. Each living unit shall be improved and occupied for private single-family dwelling purposes only. (Article I, Section 1)
2. No part of the project shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purposes. (Article III, Section 2)
3. Owners shall be responsible for maintaining the structures located upon his/her lot, including the equipment and fixtures in the structure and its' walls, roof, ceiling, windows and doors and landscaping in a clean, sanitary, workable and attractive condition.
4. Windows of each unit can be covered only by drapes, shutters or shades and cannot be covered by foil, bed sheets, cardboard or similar material.
5. The conversion of any garage to any type of residential or living quarters is strictly prohibited.
6. No one is permitted upon any roofs, walls or fences except for maintenance or repair.
7. No owner shall make or permit any disturbing noise or loud music in or outside of his/her unit, or permit any obnoxious or offensive activity that would interfere with the rights, comfort or convenience of any tenant.
8. State, federal and local ordinances shall prevail if explosives or highly flammable substances are brought or stored in any unit or garage.
9. No exterior clotheslines shall be erected or maintained and there shall be no exterior drying or laundering of clothes on patios, porches or outside areas.
10. Obstruction of walkways and entrance ways is prohibited.
11. Owners, tenants and guests shall not throw objects into the Common Area or cause any obstruction therein.
12. Residents shall be held responsible for the actions of their children and their guests at all times.
13. The repair of any damage to building, equipment or any Common property caused by an owner, his family, guests, employees/contractors or tenants shall be at the expense of the applicable owner.
14. All exterior of the buildings, fences and Common areas shall be kept free of posters and advertising signs except for the usual "For Sale" or "For Rent" signs. These signs shall not measure over 20" X 28" and shall not stand higher than four feet above the ground. Only one sign permitted on any unit unless it is a corner unit, in which case two (2) signs may be placed. Signs must be attached to stakes. (Article III, Section 4)
15. Outside antennas, masts, poles, or flagpoles shall not be attached to roofs or buildings.
16. All garage doors should remain closed when not in use.
17. Nothing shall be done or kept in any Lot or in the Common Area that might increase the rate of, or cause the cancellation of insurance for the Association. (Article III, Section 11)
18. Bicycles, motorcycles, mopeds, skateboards, roller skates or toys of any description shall not be left on walkways, driveways or any Common Area.
19. No single entity (the same individual, investor group, partnership, or corporation) may own more than 10% of the total units in the project.
20. No more than 30% of total units may be rentals.
21. No room rentals will be allowed.
22. The 2+1 formula will be applied for the number of inhabitants per unit.

II ARCHITECTURAL

1. No owner, at his expense or otherwise, may make any alterations or modifications to the exterior of the buildings, fences, railings or walls situated upon his/her lot without the prior written consent of the Board of Directors. (Article X, Section 1)
2. No owner shall construct any improvements or install any fixture or equipment that will effect or involve any bearing wall or other structural member without first obtaining prior written approval of the Board of Directors. (Article X, Section 1)
3. No owner shall alter the shape, size or construction or use any materials different from those used in the initial construction of any such common wall, common roof or party wall without prior written consent of the Board of Directors. (Article X, Section 1)
4. No flagpoles, clotheslines, or other external fixtures, other than those originally installed, shall be constructed, erected or maintained on or within the lot or any structure on its without prior written approval of the Board of Directors. (Article X, Section 1)
5. Any dish/antenna installation must be for the benefit of the individual owner only.
6. The Association may restrict location, method of installation, camouflaging and/or safety of dishes/antennas.
7. No antenna should be longer than 1 (one) meter or dishes greater than 1 (one) meter in diameter.
8. No TV antenna (stick style) may be used to receive a distant signal.
9. No AM/FM radio antennas.
10. No amateur (ham) radio antennas.
11. No CB radio antennas.
12. No DARS (Sirius & XM) antennas.
13. No relay or transmission equipment, only antennas or dishes.
14. If the homeowner moves and fails to remove equipment. Association may have it removed and charge homeowner (seller) for expenses.
15. No fences, awnings, ornamental screens, screen doors, sun shades or walls shall be constructed or maintained on or around any portion of any structure or elsewhere within the project without prior written approval of the Board of Directors. (Article X, Section 1)
16. Painting of exterior walls, fences, trim and gutters shall be the original color and texture.

III GROUNDS

1. Each owner shall be liable to the remaining owners for any damage to the common Area or to the Association-owned property that may be sustained by reason of the negligence of that owner, that owner's family members, contract purchasers, tenants, guests or invitees.
2. No owner shall cut, trim, prune, remove, replace or otherwise alter or affect the appearance or location of any living tree, plant or other vegetation located in any portion of the Common Area without prior written approval of the Board of Directors.
3. The Association may recover from such owner the cost of restoring or replacing any such vegetation.
4. No plants or seeds infected with noxious insects or plant disease shall be brought upon, grown or maintained within the project.
5. Clinging vines shall not be allowed to grow up the exterior walls from patios.
6. Flower pots are prohibited on the railing of verandas.

IV AUTOMOBILES

UNLESS OTHERWISE PERMITTED BY THE ASSOCIATION:

1. No boats, trailers, recreational vehicles, or commercial vehicles shall be parked or left within the project. (Article III, Section 5)
2. No automobile shall be parked or left within the project other than within a garage or assigned parking. (Article III, Section 5)
3. No parking shall be allowed upon private access ways. (Article III, Section 5)
4. No boat, truck, trailer, van camper, recreational vehicle or tent shall be used as a living area while located within the project.
5. No parking shall be allowed in violation of posted NO PARKING signs.
6. No unattended vehicles are allowed to be parked in front of any garage.
7. Any vehicle left unattended in any non designated parking area will be towed without warning, at the vehicle owner's expense.
8. Repairing of vehicles on roadways or Common area is not permitted except in the case of an emergency.
9. No vehicle shall be "stored" in any designated parking space. ("Stored" shall be defined as, any vehicle not used as a primary means of transportation.)
10. Temporary parking shall be permitted for delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services.
11. Speeding and other driving infractions may result in loss of driving privileges within the complex. Offenders may be required to show proof of a valid Driver's License.

V
PETS

THE ASSOCIATION CAN PROHIBIT THE KEEPING OF ANY ANIMAL THAT IN THE SOLE AND EXCLUSIVE OPINION OF THE BOARD OF DIRECTORS CONSTITUTES A NUISANCE TO ANY OWNER.

1. Any damage to any part of the Common Area by any pet shall be the responsibility of the owner of the unit in which the pet resides.
2. Each homeowner or tenant is responsible for and will clean up after their pets.
3. No dogs shall be roped or tied to trees or other anchors in the Common Area while unattended.
4. Pets in Common Area must be on a leash.
5. Dogs that continually bark will not be tolerated.

VI RENTAL PROPERTY

THOSE HOMEOWNERS WHO CHOOSE TO RENT OR LEASE THEIR PROPERTY WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

1. Provide the tenants with copies of the CC&Rs, By-Laws and Association Rules and Regulations, **PRIOR** to moving in.
2. Any lease or rental agreement shall include the following language: “The terms of this agreement are subject in all aspects to the provision of the Declaration of covenants, Conditions and Restrictions (CC&Rs), By-Laws and association rules. Any failure by the lessee to comply with the terms of such documents may result in a default under the lease”.
3. No tenancy is valid until the Association receives a copy of the lease or rental agreement.
4. The wording in the lease can be used by the owner as proof to the tenant to promise to obey the Rules and Regulations, should the Board of Directors find it necessary to fine the owner for violations of the Rules and Regulations by a tenant and may assist the owner in recouping from the tenant any money paid as fines.
5. Should the renter fail to comply with Rules and Regulations the Association may impose fines and seek relief by eviction.

VII ENFORCEMENT

In addition to any other enforcement rights described in this Declaration and By-Laws or authorized by law and subject to any restrictions on the Association's enforcement rights including any due process requirements, imposed by this Declaration, the By-Laws, or by law, the Association may take any of the following actions against any person or entity whose act or failure to act violates or threatens to violate, any provisions of this Declaration, the By-Laws or Association Rules.

- a. Impose monetary penalties, including late charges and interest.
- b. Suspend voting rights in the Association.
- c. Commence a legal action for damages, injunctive relief, or both.

THE DETERMINATION OF WHETHER TO IMPOSE ANY OF THE FOREGOING SANCTIONS SHALL BE WITHIN THE SOLE DISCRETION OF THE BOARD OF DIRECTORS.

The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation and a monetary penalty shall not exceed fifty dollars (\$50.00 {excluding late charges imposed for delinquent assessment} and clerical fees) for any one violation.

Before the Board imposes any monetary penalties against any member for failure to comply with the Declaration, By-Laws or Association rules, the following requirements shall be satisfied.

- a. The member is given fifteen (15) days notice prior to the discipline to be imposed and the reason for the imposition of the discipline. The notice may be given by any method reasonably calculated to give actual notice. If notice is given by mail, it must be sent by "First Class" or "Registered" mail, to the last address of the member as shown on the Association's records.
- b. The member is given an opportunity to be heard, orally or in writing, by the Board no less than five (5) days before the effective date of the imposition of the discipline.
- c. Hearings will follow Small Claims Model.

Penalty schedule shall be as follows:

First Violation - Written warning notice.

Second Violation - \$25.00, plus \$3.00 clerical fee.

Third (and subsequent) Violations - \$50.00, plus \$3.00 clerical fee.

In the event that penalty is not paid within thirty (30) days from the date of levy or in the event that the owner continues violations after warnings and penalties, legal action may ensue. In the event said owner fails to pay the penalties imposed, the Board of Directors will institute legal action for collection as well as legal fees and court costs.

