## COVE RIDGE RULES AND REGULATIONS Adopted 9 April 2012

#### **1.01 PARKING AND DRIVING**

#### 1.1\_PARKING

1.1.1 Residents

All vehicles belonging to the homeowner or any person permanently or temporarily residing with the homeowner must be kept on the homeowners' property, except when accommodating visitors under section 1.1.2.

Regular sized vehicles (cars, vans, pickups), whether private or commercial, may be kept on parking pads/driveways as well as in garages. Recreational vehicles/oversized vehicles including, but not limited to, boats, boat trailers, house trailers, camping trailers or similar vehicles must be kept in garages or stored off-site. Recreational vehicles/oversized vehicles stored off-site may be parked on parking pads/driveways no longer than overnight.

Vehicles kept permanently or semi-permanently in Cove Ridge are limited to the types allowed in Article IX of the Declaration and what can physically be housed in the garage or parked on the pad/driveway.

1.1.2 Public Parking (Visitors) Public parking areas are at the pool, the flagpole and the west end of Bellflower Way.

Visitors may park on the street, on pads/driveways, or in public parking areas. Homeowners accommodating visitors may also park in public parking areas. Parking for over one week in the public areas must have Board approval. See Paragraph 1.1.5.

Recreational/oversized vehicles belonging to out-of-town visitors may be parked in a public parking area if a Cove Ridge parking permit has been obtained.

Daytime street parking at the curb by visitors is permitted, but discouraged, due to the narrow streets and the difficulty of backing out of driveways. Visitors parking on the street are asked to avoid parking directly across from a driveway whenever possible.

1.1.3 Parking Prohibited

There is no parking or driving on the grass at any time, either in common areas or on private property.

There is no overnight parking on the streets.

There is no parking on the streets or public parking areas of vehicles not in operating condition.

1.1.4 Parking Violations

If a vehicle is in violation, the vehicle will be given a 24 hour move notice. If the vehicle is not moved within 24 hours, the vehicle will be towed at the owner's expense.

#### 1.1.5 Parking Exemptions

The board may grant exemptions to these rules. Parking permits may be obtained from the vice-president.

#### 1.1.6 Declaration of Covenants Definitions

The following definitions apply to the Declaration, Article IX, sections 10-12: Semi-permanent parking is over one week in the same spot. A vehicle is "not in operating condition" if any of the following conditions are present: flat tires or missing tires; expired plates; can't be started or driven.

#### **1.2 SPEED LIMIT**

The speed limit is 15 MPH within the complex.

#### **1.3 COURTESY**

1.3.1 Because of limited visibility, drivers going forward are requested to watch for those backing from parking pads or out of garages.

### **2.0 PETS**

2.1 Dogs, cats or other household pets may be kept provided that they are not kept or maintained for commercial purposes.

2.2 All dogs must be on a leash if outside the house or fenced area.

2.3. Owners are required to clean up after their pets whenever they are on private property, in streets or common areas. Pet excrement is not to be placed in the pool garbage can.

2.4 Residents may have live-in pets with the understanding that the owners are responsible for damages caused by their pets.

#### **3.0 APPEARANCE IN THE COMMUNITY**

3.1 Garage doors, driveways and parking pads

3.1.1 Garage doors must be closed except when moving vehicles or when individuals are working in them.

3.1.2 Driveways and parking pads must be kept clean and neat at all times and in good repair.

#### 3.2 Garbage cans

3.2.1 Garbage cans should be kept on the side or next to the house or in the garage. In middle units of a tri-plex, they should be kept behind a fenced or enclosed area. Do not leave trash cans at the curb.

3.3.0 Front yards

3.3.1 As in other Planned Unit Developments such as Cove Ridge, it is important that each home maintain the uniform appearance completed by the builder.

3.3.2 All trees, flowers and shrubs must be contained in the approved mulched areas as set by the Cove Ridge Landscaper. Original trees should be maintained or replaced with a spring blooming tree that does not exceed 35 feet in height and 25 feet in width at maturity. Original shrubs should be maintained or replaced with similar schrubs. Questions related to what are acceptable replacements for trees or shrubs must be submitted to the Cove Ridge Landscape and Garden Committee. Final approval will be made by the CRHA Board.

3.3.3 Plantings will be the responsibility of the homeowner.

3.3.4 Hanging baskets of plants or flowers and/or potted plants are approved for the front porch.

3.3.5 Watering of plants, shrubs and grass is the responsibility of the homeowner.

3.3.6 The original grassy area in front as planned by the landscape designer must be kept as grass. Weeding is the responsibility of the homeowner.

3.3.7 It is the responsibility of each owner to remove any trash, etc., from their yard.

3.3.8 Maintenance, upkeep, and repairs of any deck, patio, or fence (other than any fence on the common areas) is the sole responsibility of the individual owner and not in any manner the responsibility of the Association.

3.3.9 The Architectural Control Committee must approve any changes of material, repair or replacement, including painting or staining.

3.3.10 Leaves are not to be raked into the street or onto vacant land adjoining Cove Ridge.

3.3.11 Front porches are not to be used for household storage; i.e. appliances, pet houses, etc.

#### 3.4 BACKYARD LANDSCAPING

3.4.1 Stones or other suitable decorative materials should border plantings, such that mowing will be easy and feasible as possible.

3.4.2 A preference is for a single border with plantings such as trees or shrubs, rather than small circles around each item. Space between each bordered plant (24 inches minimum)

shall permit clearance for lawn mowing.

3.4.3 Landscaping that presents an unnecessary mowing impediment will not be approved. Approval resides with the Landscaping committee, as advised by the mowing contractor, and the final approval of the CRHA board.

3.4.4 Homeowners are responsible for seeing that all wiring is buried by their service providers. The repair will not be the responsibility of CRHA.

## **3.5 SEASONAL DECORATIONS**

3.5.1 Decorations will be limited to the front door and front porch area, except at Christmas.

3.5.2 At Christmas, lights and displays in the front and back yards are encouraged. However, since the Homeowner's Association is responsible for the outside of buildings, no punctures may be made to the outside of roofs, sides of houses, poles or railings on front porches.

3.5.3 All seasonal decorations are considered temporary and shall be removed within a reasonable time period after the particular season or holiday for which they were installed.

#### 3.6 STORM DOORS

3.6.1 All front storm doors must be white and full glass.

## 3.7 PROPERTY IN COVE RIDGE

Property in Cove Ridge is either private or common area. Parts of both private and common property are also joint permanent easement. Private property of each homeowner is the individual lot and housing unit. Joint permanent easement is the streets and utility easements. Common area is all property outside the lot lines, including grassy areas and the pool area. Structures along lot lines such as fences and privacy screens are not the responsibility of the Association for maintenance and upkeep.

## 4.0 SWIMMING POOL RULES

4.1 Pool use is for residents and their guests only.

4.2 The pool will be open from 6:00 AM to 11:00 PM during the swimming season. After dark please be quiet out of respect for neighbors.

4.3 Use of the pool is at the swimmer's own risk and CRHA is not responsible for accidents. No lifeguard is on duty.

4.4 Diving, running, and other unsafe behavior is not permitted.

4.5 Children under the age of 12 must be accompanied by a responsible adult age 16 or older.

4.6 Glass containers are not allowed in the pool area.

4.7 The pool area will be vacated during thunder and lightning storms.

4.8 Large floatation devices are not allowed in the pool.

4.9 A resident must accompany invited guests (other than house guests). Residents are fully responsible for their guests, who should not interfere with use of the pool by residents.

4.10 Only water soluble sun tan and sun screen lotions are to be used.

4.11 Bobby pins, clips, rubber bands and curlers are not allowed in the pool.

4.12 All swimmers must wear swim suits when in the pool. No cut-offs allowed.

4.13 Music and other noise must not disturb others at the pool or the surrounding residences.

4.14 Any person having a skin disease, inflamed eyes, communicable disease, nasal or ear discharge is not permitted in the pool.

4.15 Please leave the restrooms clean and neat after use.

4.16 Pets are not allowed in the pool area.

4.17 Smoking is not allowed in the pool area or near the pool gate entrance.

4.18 Alcoholic beverages are not allowed in the pool area.

4.19 Trash must be put in the garbage can.

4.20 Private parties are not allowed.

4.21 All articles brought to the pool should be removed when leaving. CRHA is not responsible for any articles left behind.

# 5.0 <u>LEASING/RENTING</u>

### 5.1 Conditions

5.1.2 Leases must be for a minimum period of 6 months.

5.1.3 Lease shall include the following provisions signed by the leasee: "This is to certify that I will comply with the Covenants, Conditions and Restrictions, By-Laws, and Rules and Regulations of Cove Ridge Homeowners' Association."

5.1.4 A copy of the lease/rent agreement must be forwarded to the Board of Directors with a current address of the homeowner

5.1.5 The homeowner is responsible for care of any willful damage occurring in the yard, outside of the building or in the common area done by those leasing.

5.1.6 The homeowner relinquishes all rights, except voting at the annual or special called meetings to the renter. If the homeowner is delinquent in fees to the point where privileges are withdrawn, then the renter cannot avail or use any of the privileges the homeowner would have had if living on the premises.

## 6.0 LATE ASSESSMENTS AND RETURNED CHECKS

6.1.0 Payments received will be applied to the oldest charge first.

6.1.1 If a monthly assessment is not received by the end of the month in which it is due, it is considered late and a 10% late charge is added to the balance due.

6.1.2 If an assessment is late, voting rights are revoked until payment is received in full.

6.1.3 If an assessment is late 60 days or more, pool privileges may be revoked by deletion of the pool code in the security system. In order to regain pool privileges, payment in full, including late fees and a \$5.00 reinstatement charge, must be received.

6.1.4 If an assessment is 60 days late, a late notice letter is sent to the owner.

6.1.5 If an assessment is 90 days late, a lien may be placed on the property and the owner charged the filing fee. When assessments and late fees are paid, the lien is removed and the removal fee is charged to the owner.

6.1.6 If a check in payment of assessment is returned by our bank, the payment will be reversed, late fees will be charged, if applicable, and the fee charged by our bank will be added to the owner's balance due. A letter will be sent to the owner with notice of these transactions.

6.1.7 If an owner has more than two (2) returned checks in nine (9) months, additional charges of \$50.00 will be added to the owner's balance due.

# 7.0 MAINTENANCE

7.1.0 Requests for exterior maintenance that the homeowner considers the responsibility of the Association must be in writing and include the homeowner's name, address, phone number and a description of the problem. If the Board determines the Association is responsible, the requested action will be performed as soon as practical.

7.1.1 Requests for approval of changes to the exterior of units (adding/screening in decks, installing a satellite dish, etc.) must be in writing and include details of the proposed change. The Architectural Control Committee will make a recommendation to the board regarding the change. The Board has final authority.

7.1.2 Roof damage by satellite dishes will repaired at the homeowner's expense.

7.1.3 Cost to repair roof damage due to weather (wind, hail, lightning, etc) is the responsibility of all homeowners in the building. The actual repair will be coordinated with the Board.

## 8.0 ENFORCEMENT

8.1.0 Procedure: reports of offenses against the Rules and Regulations or bylaws or covenants shall be in writing and signed.

8.1.1 Upon receipt of a written report, the board will investigate and a written warning will be given to the homeowner for an offense against the Rules and Regulations or the bylaws or the Covenants of the Cove Ridge Association.

8.1.2 If the offense has not been corrected, or an acceptable plan been accepted by the Board within 10 days of notification, the homeowner will be subject to a \$10.00 to \$100.00 fine/assessment per month depending on the seriousness of the infraction.

8.1.3 Assessments/fines are due within 30 days of notification. Failure to pay fines/assessments will result in a lien being placed against the owner's residence. The lien will be for the amount due, plus legal expenses.

8.1.4 Vandalism of Common Property by any owner, their guest, family member or renter will cause the exclusion of use of said common property. Violators will face fines, costs of repair and prosecution to the maximum extent of the law at the discretion of the Board of Directors.

8.1.5 Failure to follow the Rules and Regulations or the bylaws of the Cove Ridge Association will result in the homeowner's loss of privileges including voting and pool access.