

Paradise Cove Homeowners Association

General Rules & Regulations

1. **ARCHITECTURAL CONTROL:** Homeowners shall not make any change, addition, alteration or deletion to the exterior of any unit, limited common area or common area without prior written approval of the Architectural Control Committee, or the Board of Trustees acting in that capacity. No owner shall permit anything (including awnings, canopies or shelter) to hang, be affixed or placed on exterior walls or roof, or on the outside of windows or doors, without prior written approval of the committee.
2. **SPRINKLER SYSTEM:** Do not touch or adjust the sprinklers, sprinkler valves or timers. Only the landscaper maintains the sprinkler system. If there is a problem notify the Management Company. In case of emergency **call** the Management Company or a member of the Board of Trustees.
3. **SIGNS:** Only one “For Sale” or “For Rent” sign shall be allowed. The sign shall be placed in the window or in the rock-bed area. No sign shall interfere with the lawn maintenance.
4. **PETS:** Not more than (2) pets per household. Dogs must be of a small breed less than 40 pounds. Pets, including cats, are not allowed to run loose on the limited common areas, or common areas. When walking your pet, it must be on a leash. Do not walk your pets on others homeowner’s limited common areas. Leavings must be cleaned up.
5. **PARKING:** Our streets are narrower than official city streets. Therefore residents and guests cars and trucks should be parked on the driveway or in the garage at all times. Occasionally, residents and guest cars may be parked on the street for short periods of time during daylight hours. New residents and visitors are allowed to park overnight during the first 72 hours they are in residence. RV’s may be parked on the street to load and unload during daylight hours. For safety reasons and in case of emergencies our internal, narrow streets have to be kept passable at all times. To avoid accidents for which our Association insurance may be held responsible , activities such as car repairs, roller skating, roller blading, skate boarding, playing ball, bicycle riding (other than for ingress & egress) and similar activities are prohibited.
6. **GARAGE DOORS:** For aesthetic reasons and to avoid theft, owners should keep their garage doors closed. To keep them partially open in the summer time or while working in the garage should create no problem.
7. **LIMITED COMMON AREAS** as defined by the declaration means that portion of property owned by the Association shown on the plat as dedicated area to the exclusive use and enjoyment

of the owner of the lot to which such limited common area is adjacent or appurtenant. The Limited Common Area cannot be used for storage.

8. **COMMON AREAS:** The common areas and limited common areas must be kept clean and neat from any obstructions and trash. Items such as, but not limited to, Bicycles, chairs, skateboards, personal items etc. are not permitted to be lying around. To avoid accidents for which our Association insurance may be held responsible for, no swing sets or playground equipment is allowed in the common or limited common areas. Our CC&R's declare that no one has the right to trespass on another's person's property, (including the limited common area).
9. **GARBAGE COLLECTION:** Garbage must be put in the appropriate container and placed at the curb the night before the day of collection. It must be taken in on the same day after collection.
10. **PONDS:** For safety reasons no one will be allowed to enter the restricted gravel zone area (marked by signs) except for maintenance. Throwing rocks or trash of any kind is prohibited. Fishing in the ponds is also strictly prohibited.
11. **PLANTING:** The replacement of flowers or shrubs or trees in existing planting area will require approval.
12. **EXTERIOR APPEARANCE:** Elastomeric coating of the exterior walls must be one of the three original colors approved on the existing homes. Reasonable holiday lights and decorations need not be approved but must be removed no later than 15 days after the holiday. Each owner is responsible for the exterior maintenance and appearance of the home, and shall be required to maintain the home in a reasonable condition at all times.
13. **QUIET HOURS:** No resident shall disturb the quiet enjoyment of the other residents. After 10:00 PM, ***loud*** music, TV'S, radios or parties will not be allowed.
14. **GARAGE SALES:** Subject to approval of the Board of Trustees.
15. **LEASES:** Leases require 12 (twelve) month occupancy. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall be in default under the lease. A copy of all leases must be kept on file with the management company. A townhome may not be rented unless the owner of record has occupied their unit for at least 12 (twelve) consecutive months prior to renting their townhome. Once an owner(s) has occupied their townhome for at least 12 (twelve) consecutive months, then it shall qualify as a permissible rental townhome subject to all of the provision of this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. All owners currently renting their townhomes shall be exempt from the force and effect of this amendment until such time as they occupy or sell their townhome or title otherwise changes from the current owner.

16. **VIOLATION PROCEDURE AND SCHEDULE OF FINES:** Now, therefore, be it resolved that the Paradise Cove Association will enforce said Declaration, By-Laws, and Rules and Regulations. All homeowners are responsible for their tenants and guests. Upon receipt of an alleged rule violation the owner will be notified by way of a letter or phone call stating the date and approximate time of the violation.

FINE SCHEDULE

- 1st Violation: Written warning
- 2nd Violation: \$50.00 fine
- 3rd Violation: \$100 fine

Subsequent violations of the same or similar offense will be fined at the rate of \$100.00 per violation.

Upon owner request, the owner is entitled to a hearing within 14 days of the notice with the Board of Trustees at a meeting called for that purpose. If no hearing is requested the association can levy late fees and interest on the fines pursuant to the Declaration, Bylaws and Rules and Regulations after the account becomes 30 days delinquent.

Unpaid fees may generally be treated as unpaid assessments, for which the association has the right to file a lien against the lot or unit. The Board may seek to foreclose its lien or obtain a money judgment against the owner.