



## RULES AND REGULATIONS

### AUTHORITY

The Founder and the Mountainside Village Property Owners Association have adopted, these Rules and Regulations (the "Rules and Regulations") in accordance with Section 5.8 of the Community Operating Agreement in order to maintain the lasting quality of Mountainside. Mountainside Village is a traditional neighborhood development where neighbors live, work and play together in mutual respect of each other to build a community with pride. Each Owner and Occupant and their respective guests will be bound by all of the terms and provisions set forth herein, as well as all amendments hereto.

These Rules and Regulations are in addition to all of the terms and provisions set forth in the Recorded Documents. In the event of any conflict or ambiguity between the terms and provisions set forth herein and those set forth in the Recorded Documents, then, except as otherwise expressly provided herein to the contrary, the terms and provisions of the Recorded Documents shall at all times control. These Rules and Regulations may be amended at any time by the Board in the manner provided in Chapter 2.2 of the Book of Operating Principles.



## RULES AND REGULATIONS

### 1. PLAN APPROVAL

No buildings or other improvements of any nature whatsoever shall be constructed on any Lot unless the plans and specifications for such building or other improvements have been approved by the Mountainside Village Design Review Committee.

### 2. UNDERGROUND UTILITIES

All utility lines, pipes, tanks, conduit and wiring for electrical, gas, telephone, water, sanitary sewer, cable television and any other utility service for any portion of Mountainside Village shall be installed and maintained below ground; provided, however, that the foregoing shall not be applicable to temporary above-ground utility lines, conduit and wiring utilized during the construction of any improvements on a Lot. Any propane tanks 100 gallons or smaller are not required to be buried, but must blend in with the house/landscaping plan as required by the Design Review Committee.

### 3. LANDSCAPING

Except to the extent provided to the contrary in the Landscaping Regulations, which constitute part of the Design Code, or unless otherwise approved in writing by the Design Review Committee, the following shall be applicable to all Lots:

- a. No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight lines for any of the Common Roads. The determination of whether any such obstruction exists shall be made by the Design Review Committee, whose determination shall be final, conclusive and binding on all Owners.
- b. No fences, walls, rocks, or other substances shall be placed on any Lot unless otherwise approved in writing by the Design Review Committee. No bird baths or feeders, wood carvings, plaques, other types of home crafts, fountains, reflectors, statues, sculptures and/or ornaments, lawn furnishings, artificial plants, bird houses or other fixtures and accessories shall be placed or installed on or within the front or side yards of any Lot which would be visible from any street (other than rear lanes) unless otherwise approved in writing by the Architectural Review Committee.
- c. Temporary or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations, etc.) shall not be placed or installed on any Lot or on the exterior of any improvements on a Lot earlier than forty-five (45) days prior to the date of such holiday and shall be promptly removed no later than thirty (30) days following the date of such holiday. In no event shall any temporary or holiday decorations remain on any Lot or on the exterior of any improvements on a lot more than seventy-five (75) consecutive calendar days in any calendar year.



## RULES AND REGULATIONS

### 4. EXTERIOR LIGHTING

No exterior flood lighting is allowed on any Lot. All exterior lighting on any Lot, including, without limitation, free-standing lighting, must conform to the requirements of the Mountainside Village Design Code and the City of Victor regulations. All lighting fixture shall have a horizontal cut off to prevent over lighting of the night sky. Exterior lighting that shines directly into neighbors windows (at greater than 0.25 foot-candles) is prohibited.

### 5. PARKING

#### a. Parking in Rear Lanes.

No vehicles or other personal property shall be parked or allowed to remain in any of the rear lanes easements or the streets that interfere with vehicular or pedestrian access through such rear lane or access into or out of any garages situated on such rear lane. Parking shall be outside of the easements so as not to interfere with snow plowing or snow storage. The easements are generally 20' wide. Vehicles or other personal property belonging to guests, renters, etc. of property owners shall be treated as the responsibility of the property owner.

#### b. In all parking lots,

- i. One parking permit for overflow parking will be allocated to each property. Access to overflow parking is temporarily granted by the Founder and may become inaccessible when village center buildings are completed, and parking is assigned to those structures. Parking permits are required in common parking lots for all overnight parking.
- ii. Overflow parking is for property owners in residence and their guests only. Parking permits cannot be used for vehicles owned by individuals who are not residing in or visiting Mountainside Village.
- iii. Parking permits may be used for overflow parking of vehicles in the "North Lot", or "East Lot". Parking permits must be placed on, or in, vehicles and trailers must be visible from the outside the vehicle.
- iv. Parking areas are for vehicles only. Nothing else can occupy parking space without prior authorization from the MsVPOA.
- v. For parking lots that are plowed in winter, during snow plowing season, vehicles must be moved between plowings to allow the contractor to plow snow. As of October, 2020, only the North Lot is plowed.



## RULES AND REGULATIONS

- vi. For special events where the POA has been notified and granted permission, in advance, more than one parking space can be used without displaying parking permits.
  - vii. Parking must be perpendicular and not hinder traffic. Vehicles and trailers will occupy ONE parking space.
    - viii. Vehicles or trailers that do not comply with the Rules and Regulations for parking may be towed at the owner's expense.
  - ix. Adherence to the parking Rules and Regulations are 100% the responsibility of the property owner who is identified on the parking permit used in association with vehicles or trailers. The POA will contact ONLY the property owner who is identified on passes or permits, and who will be responsible for resolving issues in less than 24 hours.
- c. North Parking Area. (North of Village Green with access to Green Lane)
- i. No time limit for parking vehicles (motorized, for personal use) that are used for transportation at least every 14 days. (see Definitions above.)
  - ii. Parking permits must be displayed for vehicles parked overnight. (see "All parking lots" above.)
  - iii. Vehicles are limited to one conventional parking space and will be parked perpendicular without hindering traffic. (i.e., the North Lot cannot be used for oversized vehicles.)
  - iv. Trailers are not allowed in the North Lot. However, trailers can use the East Lot when the POA is notified
- d. East Lot Parking Area. (East of Village Way)
- i. Overflow parking of personal vehicles is allowed in the East Lot as for the North Lot (with regular use). In addition...
  - ii. Parking for up to 6 months (i.e., storage) is allowed for trailers and campers with an "East Lot Permit". Permits are obtained from the POA.
  - iii. Oversized vehicles (larger campers that may occupy more than one space) are permitted if the POA is notified and grants permission in advance.
  - iv. Oversized permit with two week maximum in any 6 month time period. For owners or residents of MsV only.
  - v. The East Lot is currently not be plowed in winter. It is the responsibility of the owners of permits to facilitate access to their vehicles, trailers, campers, etc.



## RULES AND REGULATIONS

- vi. Trailers, campers, etc. left beyond time period granted by permit may be towed at owner's expense

e. Village Way Parking Area. (On Village Way, Pavilion Area, both sides of street)

- i. No overnight parking.
- ii. Oversize vehicles may be parked, daytime only, on the east side of Village Way.

f. On City Mountainside Village Streets

- i. Daytime use only during the plowing season.
- ii. Please take care to park only on the street. Parking on the lawn areas can damage the in-ground sprinkler system.
- iii.

g. Parking Definitions:

Overflow parking: Parking spaces that are identified by the POA and can be occupied for day use, or overnight with a property owner's parking pass clearly visible on or in the vehicle. Overflow parking means parking of vehicles or trailers of property owners or their guests that cannot otherwise be accommodated on the property of the property owner (who possess the parking pass).

Vehicles: Motorized vehicles that are operational, for personal use only, are legally used for travel on public roadways, and used for transportation. (No business vehicles.)

Trailers: Non-motorized vehicles, commonly used for camping or to transport boats, recreational equipment, etc.

Storage: Anything that occupies parking space for more than 14 days without being used for transportation.

Regular Use: A vehicle that is operational and used for personal transportation at least once every 14 days.

## 6. WINDOWS, WINDOW TREATMENTS AND DOORS

- a. Highly Reflective glass shall not be permitted on the exterior of any building. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.



## RULES AND REGULATIONS

- b. The Design Review Committee may adopt guidelines for the types of windows and materials from which windows may be constructed on any building. Burglar bars or doors shall not be permitted. Wooden screen doors and wooden storm doors may be used on any building subject to the written approval of the same by the Design Review Committee. No lightweight aluminum or metal storm doors with glass fronts shall be allowed on any building front. Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not acceptable window treatments.

### 7. SATELLITE DISHES, ANTENNAE, CONDUIT AND WIRING.

One satellite dish shall be allowed on each Residential Unit provided that the dish is no more than eighteen (18) inches in diameter and is installed in a location and color approved by the Design Review Committee. No radio antenna, radio receiver or other similar device shall be attached to or installed on any Lot or any improvements thereto unless the same is (i) contained entirely within the interior of a building; (ii) not visible from any public streets (other than alleyways) or any adjacent Lot, with the exception of wireless broadband network antennas; and (iii) approved by the Design Review Committee. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or any improvement thereto which may interfere with the reception of radio or television signals within Mountainside Village or any other real property situated in close proximity to Mountainside Village. No exposed cable, wiring or conduit shall be installed along the outside walls or on the roofing of any building.

### 8. DRIVEWAYS AND SIDEWALKS

All front-loading driveways (i.e., driveways which connect directly to a street other than a rear lane) shall be constructed of materials approved by the Design Review Committee. To the extent any Owner or Occupant or any of their respective builders, contractors, subcontractors, agents, employees, guests or invitees damage or destroy any of the Common Roads or any sidewalks, curbing or retaining walls within Mountainside Village which constitute part of the Neighborhood Commons or Common Roads, then the Owner of such Lot shall promptly cause, at such Owner's sole cost and expense, such damaged Common Roads, sidewalks, curbing or retaining walls to be repaired and replaced in accordance with any and all requirements of the POA.

### 9. OUTDOOR FURNITURE, CLOTHES LINES, RECREATIONAL AND MISCELLANEOUS ITEMS

- a. No interior furniture or furnishings (i.e., sofas, appliances, etc.) shall be permitted to remain on the exterior of any Lot in a location visible from the Common Roads; however, except as set forth below, porch swings, rocking chairs, gliders and other types of outdoor furniture



## RULES AND REGULATIONS

shall be allowed. Notwithstanding the foregoing, no molded plastic furniture or furnishings shall be allowed on the front portals of any Residential Units. All front portals must be kept in a neat and orderly condition at all times.

- b. Wood piles, free-standing playhouses, tree houses, children's toys, swing sets, jungle gyms, trampolines and other outdoor and recreational or play equipment and appurtenances shall be located, to the extent practicable, so that the same are not directly visible from any of the Streets (other than rear lanes) within or adjacent to Mountainside Village.
- c. Basketball backboards shall be located, to the extent practicable, so as not to be visible from any of the public streets.
- d. Outside clotheslines or other outside facilities for drying or airing clothes shall be prohibited on any Lot, unless such clotheslines or other facilities are screened by appropriate landscaping or fencing from view from any of the streets (other than alleyways). No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall visible from a public street.
- e. Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear or side of a Residential Unit and, to the extent practicable, shall not be stored in a location obviously visible from any of the street (other than rear lanes). Ie. don't keep your big grill on the front porch.
- f. American flags may be displayed at any time so long as the same are of reasonable size, as determined by the Design Review Committee in its Sole Discretion, and are properly displayed. Any other flags may be maintained on a Lot or any Residential Unit for not more than thirty (30) consecutive days during any three hundred sixty-five (365) day period. Banners are not permitted.
- g. The installation of canopies, awnings and sunscreens are prohibited, unless specifically approved by the Architectural Review Committee.
- h. Any weathervanes to be installed on a building must be approved by the Architectural Review Committee.

### 10. PETS AND ANIMALS

- a. No, livestock, or poultry of any kind shall be kept, raised or bred by any Occupant upon any Lot or any improvements thereto; provided, however, that not more than two (2) dogs may be kept and maintained on or within a Lot or Residential Unit so long as they are not kept for breeding or commercial purposes. Only female poultry with a maximum of 10 birds on Side Yard, Boulevard or larger lots, Only with approved enclosure screened from street view.
- b. Any structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs and other





## RULES AND REGULATIONS

- confined areas and spaces), to the extent practicable, shall not be visible from any of the public streets (other than the rear lanes) and shall be sided in materials similar to the house and of a size approved by the Design Review Committee.
- c. Dogs shall not be allowed to roam unattended within Mountainside Village; all pets must be kept and maintained within either the Residential Unit or building situated on a Lot or within fenced or walled areas on a Lot, as approved by the Design Review Committee. Pets shall not be permitted to leave excrement on the Lot of any other Owner, on or within the right-of-way of any of the Common Roads or on or within any portion of the Neighborhood Commons, and the Owner of such pet shall immediately remove and properly dispose of the same. Each Owner shall be liable to the Neighborhood Association for the costs of repairing any damage to the Neighborhood Commons caused by the pet of such Owner or Occupant.
  - d. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any of the laws, statutes, ordinances, rules or regulations of any applicable governmental authority with respect to any pets or other animals maintained by such Owner or Occupant on or within or upon any Lot or any improvements thereto or within any other portion of Mountainside Village, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the applicable governmental authority and not the Neighborhood Association. The Teton County, Idaho Pet Ordinances shall be followed. A photo of an offending dog may be submitted to a designated representative of the Mountainside Village POA for follow-up on upholding the pet policies outlined herein.
  - e. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. The POA, acting through the Board, may from time to time and at any time adopt additional regulations concerning the type and size of pets, including, specifically, the right to prohibit certain breeds or types of dogs which may create any actual or perceived danger or fear for other Owners or Occupants and their family members. Furthermore, the Association may, in its discretion, require that all pets be registered with the Neighborhood Association, that a one-time registration fee and photographs of pets may be requested for each pet as part of registration of pets.
  - f. To the extent any violation of any of the terms and provisions of these regulations are not timely and properly remedied by an Owner or Occupant within two (2) days following delivery of written notice of such violation by the POA to such Owner or Occupant, then, notwithstanding anything provided to the contrary in these Rules and Regulations, The Community Operating Agreement and the Book of Operating Principles, the Neighborhood Association in enforcing the





## RULES AND REGULATIONS

terms and provisions of these regulations shall have the right to exercise any and all legal and equitable remedies available to the Association or any of the other rights and, all costs and expenses incurred by the Association in connection with such enforcement shall be paid by the violator and, if such violator is an Occupant, the Owner of the Lot on which the Occupant resides shall be jointly and severally liable for payment of such costs and expenses.

### 11. TRASH, RUBBISH AND NUISANCES.

- a. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of Mountainside Village nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or any improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots within Mountainside Village or any other real property in close proximity to Mountainside Village. Noxious or offensive activities shall not be conducted on any Lot or any improvements thereto or in any part of the Neighborhood Commons, and each Owner and Occupant shall refrain from any act or use of a Lot or any improvements thereto which could cause disorderly, unsightly or unkempt conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of Mountainside Village or be in violation of any applicable governmental regulations. Without limiting the generality of the foregoing, no exterior horns, whistles, bells or other sound devices (other than speakers which do not create a nuisance or a sound level which becomes an annoyance to the Owners or Occupants of any adjacent Lots), other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or the improvements thereto or other portion of Mountainside Village without the prior written consent of the Architectural Review Committee; provided, however, that the foregoing shall not apply to the use of any of the foregoing devices within any of the recreational areas, if any, which constitute part of the Neighborhood Commons or within the Village Center. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on the Lot or on any other portion of Mountainside Village shall be liable to the Neighborhood Association for all costs incurred by the Neighborhood Association to remove the same.
- b. Any materials that may become windblown litter must be contained.
- c. Trash, garbage and any other refuse or waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Trash containers shall be game & pet resistant. With respect to all Lots that



## RULES AND REGULATIONS

about alleyways, all trash containers shall be stored inside the garage of such Lot or directly outside of and adjacent to such garage. With respect to all other Lots, trash cans and containers shall at all times be kept at the rear of the Lot or inside a Residential Unit and shall be screened from view from all Common Roads (other than alleyways) and all adjacent Lots by appropriate landscaping or fencing approved by the Architectural Review Committee; provided, however, that trash cans and containers may be moved to the side or front yard of any Lot on trash collection days so long as such trash cans and containers are removed from the front and side yard promptly after trash has been collected.

- d. No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot. Composting and other options are available.

### 12. RECREATIONAL VEHICLES, MACHINERY, EQUIPMENT AND COMMERCIAL VEHICLES.

- a. Mobile Homes, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment (other than bicycles) shall not be permitted, stored or allowed to remain on any Lot unless the same is placed, stored and maintained in a location, accessed by rear lane and generally screened from view from a public street, on such Lot. Neither the Neighborhood Commons nor the Common Roads or common parking lots shall be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment.
- b. The POA shall have the right at any time and from time to time to adopt rules and regulations with respect to the operation, use or maintenance of Mobile Homes, trucks (other than pick-up trucks) vans (other than mini-vans used solely for passenger uses), motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment within Mountainside Village. No all-terrain vehicles, motorized go-carts or other motorized vehicles, shall be allowed to be operated on any of the streets within Mountainside Village except as needed for construction or landscape maintenance.



## RULES AND REGULATIONS

- c. Any vehicle that is inoperable shall be immediately removed from Mountainside Village. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or within any portion of the Neighborhood Commons, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of Mountainside Village. Vehicle parking in non-designated locations is strictly prohibited.

### 13. SIGNAGE

- a. No signs or advertising posters of any kind (other than one (1) "for sale", "sold" or "for rent" sign in size and color designated and authorized by the Architectural Review Committee) shall be maintained or permitted on any Lot or within any windows or on the exterior of improvements to any Lot or elsewhere on any portion of Mountainside Village without the express written permission of the Architectural Review Committee. The Design Review Committee may require that standardized "for sale" signposts be utilized within Mountainside Village and may require that a use fee be paid for the use of such standardized signposts.. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the Architectural Review Committee, in its Sole Discretion. Notwithstanding the foregoing, the restrictions set forth in this Section 13 shall not be applicable to any signs erected pursuant to Section 16(b) below. See the Design Code for additional signage requirements.

### 14. ABOVE OR BELOW GROUND TANKS AND WELLS.

**No exposed above-ground tanks for the storage of fuel or other substances shall be located on any Lot or within any of the Neighborhood Commons. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Lot.** . Any propane tanks 100 gallons or smaller are not required to be buried, but must be visually screened from view & integrate with the house/landscaping plan as required by the Design Review Committee.

- a.

### 15. TEMPORARY STRUCTURES

No temporary house, trailer, shack, tent, barn, shed, storage shed, utility building, portable building, stable, poultry house or yard, rabbit hutch, tree house or other outbuilding or structure of any kind, shall be permitted, constructed, installed or allowed to remain on any Lot; provided, however, that the foregoing shall not be deemed to prohibit (a) any detached garages or other buildings which are approved in writing by the Architectural Review Committee, (b) dog houses for not more than two (2) dogs so long as such



## RULES AND REGULATIONS

dog houses are visibly screened from view from all Common Roads (other than alleyways) and all adjacent Lots, (c) tree houses which are approved in writing by the Architectural Review Committee, (d) temporary structures for social functions as may be permitted by the Board, including, without limitation, tents, sheds, portable toilets and other outbuildings utilized during any art festivals, craft fairs, street parties or other special events approved by the Board, (e) kiosks, pushcarts or other temporary structures within the Village Center and (f) construction trailers and/or sales offices of the Founder.

### 16. CONSTRUCTION OF IMPROVEMENTS

- a. During the construction of any improvements on a Lot, (i) all portions of such Lot shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any of the streets and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside Mountainside Village at least weekly. Used construction materials shall not be burned on-site, and in no event, shall any used construction materials be buried on or beneath any Lot or any other portion of Mountainside Village. No Owner or Occupant shall allow dirt, mud, gravel or other substances to collect or remain on any of the Common Roads. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of improvements on a Lot prior to such vehicles traveling on any of the Common Roads. Any materials that may become windblown litter must be contained.
- b. During the initial construction of any improvements to a Lot, one (1) sign, in size and color to be approved by the Design Review Committee, may be posted on a Lot at a height not to exceed five (5) feet from the ground level advertising the Lot or improvements thereon for sale or lease or containing information identifying the architect, contractor or builder of such improvements and the type of structure being built on such Lot. No other signage, banners, flags or advertising posters shall be allowed on any portion of Mountainside Village. No signage shall be attached, nailed or otherwise adhered to any tree.
- c. During the construction of any improvements, construction equipment and the vehicles of all contractors, subcontractors, laborers, material men and suppliers shall (i) not park within any of the Neighborhood Commons (other than the Common Roads), (ii) not interfere with or block vehicular or pedestrian access through and upon the Common Roads or any of the Neighborhood Commons, (iii) not damage trees or other vegetation on such Lot which are to be



## RULES AND REGULATIONS

preserved. No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any of the Common Roads or any of the Neighborhood Commons. Upon completion of construction of any improvements on any Lot, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot and such Lot and all improvements thereto shall be kept and maintained in a clean and uncluttered condition.

- d. All improvements to any Lot shall be constructed in compliance with the Design Code and all applicable governmental regulations. Each Owner shall be solely responsible for obtaining from the appropriate governmental authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Design Code and all applicable watershed protection, drainage and storm water management, soil erosion and other governmental regulations, both during and after completion of construction of any improvements on such Owner's Lot.
- e. Quiet Hours-Ensure that construction activity, including deliveries and dumpster pulls and excepting interior work not audible to surrounding neighbors or from the street, occurs between 7AM and 7PM on weekdays, between 9AM and 6PM on Saturdays, and between 9AM and 6PM on Sundays. On New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day work audible to surrounding neighbors is prohibited.
- f.

### 17. WATER FEATURES

Outdoor hot tubs, reflecting ponds, pools, saunas and whirlpools may be constructed, installed and maintained on any Lot but only to the extent that the Design Review Committee has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the Architectural Review Committee with respect thereto. The City of Victor and the Design Review Committee shall have the right to adopt further rules and regulations governing the construction of outdoor water facilities and amenities within Mountainside Village.

### 18. USE AND LEASING OF RESIDENTIAL UNITS

Unless otherwise noted in the "Land Use Plan" and the "Land Use Matrix" Residential Units in the Neighborhood shall be used and occupied only for single- family residential purposes. The leasing or rental of any Residential Unit or Accessory Unit within the Neighborhood shall be authorized subject to the following: (a) the lease must be for the entire



## RULES AND REGULATIONS

Residential Unit or Accessory Unit, (b) the lease must be for a term of at least one (1) month and (c) all Occupants of such Residential Unit shall at all times comply with the terms and provisions of the Neighborhood Declaration and these Rules and Regulations. The maximum number of persons who may reside in any of the Residential Units located in the Neighborhood shall be equal to the product obtained by multiplying the number of bedrooms situated in such Residential Unit by two (2).

All owners who rent their property, either for long term or short term must fill out the Mountainside Village Short Term/Long Term Registration form. All owners must have a local Teton County, Idaho property manager, if Owner is not available 24/7. This property manager contact information shall be provided to the POA Administrator.

All short term rental/vacation operators with written permission by the POA Board to operate, shall fill out yearly, an Application for Business License through the City of Victor, and the Mountainside Village Rental Registration form. These two forms shall be submitted yearly to the POA Administrator, along with a \$100 registration fee, by March 1, of each calendar year.

### 19. BULLETIN BOARDS

Notices or flyers shall be posted only on the village pavilion bulletin boards. They may only be posted by village residents, property owners or businesses. All such postings shall be removed after a maximum of 45 days.

### 20. COMPLAINTS

Complaints regarding any services or the condition of any portion of Mountainside Village shall be made in writing to the POA.

### 21. DAMAGE TO PROPERTY

All Owners will be held responsible for the conduct of their immediate family members, guests, tenants, invitees, pets and Occupants while on or within any portion of Mountainside Village and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Association or third parties as appropriate for any damage to any of the Neighborhood Commons or to the property of any third party caused by such Owner, his/her immediate family members, guests, invitees, pets and any Occupants of the Residential Unit of such Owner.

### 22. DENIAL OF USE

Each Owner acknowledges and agrees that the use of any of the recreational facilities, which constitute part of the Neighborhood Commons shall be in common with all other Owners and Occupants and all others authorized by the Founder, the Neighborhood Association or the Village Association to use the same; provided, however, that as set forth in the Neighborhood Declaration, any Owner or Occupant who violates any of the terms and provisions of the Neighborhood Declaration, or these Rules and Regulations may, subject to the terms and provisions of the Bylaws involving notice, have any and all use rights relating to such recreational facilities, if





## RULES AND REGULATIONS

any, suspended or permanently revoked in the manner set forth in the Neighborhood Declaration.

### 23. KEYS

If any key or keys are entrusted by any Owner or Occupant to an employee of the Neighborhood Association whether to any improvements on an Owner's Lot or for any automobile, truck, vehicle or other item of personal property, the acceptance of such key or keys shall be at the sole risk of such Owner and neither the Board nor the Neighborhood Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting there from. Owners are issued one mailbox key. Owners are responsible for replacement of lost keys. The association may be able to replace lot keys for a designated replacement fee.

### 24. FIREARMS

The use or discharge of any firearms within Mountainside Village is prohibited.

### 25. FLAMMABLE AND TOXIC SUBSTANCES

No Owner or Occupant shall at any time bring into or keep on or within any portion of Mountainside Village any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Lot or any improvements thereto; provided, however, the foregoing shall not be applicable to the Neighborhood Association in connection with the maintenance and operation of any of Mountainside Village.

### 26. NOISE, RADIOS AND STEREOS.

Noises which are loud enough to be audible inside of neighboring houses with windows closed are prohibited between 10 p.m. and 8:00 a.m. No Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, compact disk or tape player, television, loudspeaker or other sound amplification device in or upon any Lot or any improvements thereto or any of the Neighborhood Commons if the same shall disturb or annoy any other Owners or Occupants of Mountainside Village, Between the hours of 10:00 p.m. and 8:00 a.m. of the following day, no music or other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices shall be allowed on or within any of the Neighborhood Commons or be allowed to be generated or produced from any Lots or any improvements thereto to the extent such sounds can be heard outside of the improvements on such Lot during such hours. Notwithstanding the foregoing, the above provisions shall not be applicable to special events approved by the Association.

### 27. LAWNMOWERS AND YARD MAINTENANCE EQUIPMENT





## RULES AND REGULATIONS

No Owner or Occupant shall operate a lawnmower, edger, trimmer, leaf blower or similar yard maintenance equipment prior to 8:00 a.m. or after dusk. No gasoline- powered leaf blowers shall be operated at any time within Mountainside Village provided.

### 28. OBSTRUCTIONS

No walkways, sidewalks, entrances or streets within Mountainside Village shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. Any personal property (other than vehicles) of an Owner or Occupant must be stored within (inside) the improvements situated on a Lot.

### 29. SPECIAL EVENTS

No Owner or Occupant may use the Neighborhood Commons for any event or gathering unless they first obtain a special events permit from the POA at least ten (10) days in advance of such use. The Neighborhood Association may approve or disapprove such request for a special events permit in its Sole Discretion.

### 30. ADDITIONAL REGULATIONS

In addition to the restrictions set forth in these Rules and Regulations, (a) the Design Review Committee shall have the right, in its Sole Discretion, from time to time and at any time to adopt, modify and amend the Design Code in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, Lots and all improvements thereto, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot, and (b) the Board shall have the right from time to time and at any time to adopt, modify and amend these Rules and Regulations in such a manner as the Board, in its Sole Discretion, determines to be appropriate, which modifications and amendments to these Rules and Regulations shall be binding on all Owners and all Lots.

### 31. EXCLUSION OF THE FOUNDER

Notwithstanding anything provided herein to the contrary, the Rules and Regulations shall not be applicable to the Founder, its agents, employees or contractors or to Lots owned by the Founder.

### 32. VARIANCES OF THE RULES AND REGULATIONS

The Neighborhood Association Board of Directors may, at its option, grant variances from the Rules and Regulations if the Neighborhood Association Board of Directors determines (i) that reasonable justification for the variance exists based upon applicable surrounding circumstances including, but not limited to, existing topographical or landscape conditions and architectural merit; and (ii) the variance proposed will not have any substantial adverse effect on the Owners or Mountainside Village. All applications for variances must be submitted to the POA Board of Directors in writing, along with a variance review fee to be determined by the



## RULES AND REGULATIONS

Neighborhood Association Board of Directors, which may be based upon the complexity of the variance request. The fee imposed by the Neighborhood Association Board of Directors shall be related to the cost of reviewing the variance request, providing notice of the same and any other costs attributable to the review procedure. Upon receipt of the variance request and the applicable fee, the Neighborhood Association Board of Directors shall initially determine to either: (i) reject the variance request; or (ii) grant preliminary approval of the variance request. If the Neighborhood Association Board of Directors preliminarily approves the request, then notice of the variance request shall be sent to all Members of the Neighborhood Association. Recipients of such notice must submit their objections, if any, in writing to the Neighborhood Association Board of Directors within ten (10) days of the sending of such notice. If the Neighborhood Association Board of Directors receives written objections to the variance request within the ten (10) day period, it shall set a meeting to further review the variance request and objections thereto and provide at least ten (10) days advance notice of such meeting to the objecting parties. Approval of a particular variance does not constitute a precedent for other variance applications. Such requests may be denied by the Neighborhood Association Board of Directors if it determines that differing surrounding circumstances or adverse effects apply, or if it determines that a previously granted variance has adverse impacts that it subsequently deems substantial. The members of the Neighborhood Association Board of Directors will change from time to time and may have differing opinions on the justification for and adverse effects from previously granted variances. Furthermore, members of the Neighborhood Association Board of Directors who approved granting a previous variance request may, after reviewing the impacts of that variance, subsequently change their opinion on the justification for and adverse effects from the previously granted variance. Such members of the Neighborhood Association Board of Directors shall not be bound by the granting of a previous variance to grant similar, subsequent variance requests, and no Owner shall be entitled to rely on a previously granted variance as a precedent for granting a similar, subsequent variance request.

### 33. ENFORCEMENT AND REMEDIES

- a. In the event any of the provisions of these Rules and Regulations are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then, the POA or the Design Review Committee shall each have the right, at their option, to (i) enjoin such violation or noncompliance and/or (ii) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or any improvements thereto, and take all action necessary to extinguish or correct such violation or breach.



## RULES AND REGULATIONS

- b. All costs and expenses incurred by the Design Review Committee or the Neighborhood Association in enforcing any of the provisions of these Rules and Regulations, including, without limitation, reasonable attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the Architectural Review Committee or the Neighborhood Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of these Rules and Regulations, shall constitute an Individual Lot Assessment to such Owner pursuant to the terms and provisions of the Neighborhood Declaration and, if the same is not paid when due, shall be subject to the other rights and remedies provided in the Neighborhood Declaration. Notwithstanding anything provided herein to the contrary, the rights and remedies of the Architectural Review Committee or the Neighborhood Association set forth in these Rules and Regulations shall not be deemed exclusive of any other rights and remedies which the Architectural Review Committee or the Neighborhood Association may exercise at law or in equity or any other rights and remedies specified in the Neighborhood Declaration.

### 34. MISCELLANEOUS

Mountainside Village is a private community. The Neighborhood Commons, including, without limitation, the parks, are private and are provided for the use and enjoyment of all Owners and Occupants and their respective guests. Mountainside Village is not a gated community and therefore is open to public access on public streets. The use of any of the Neighborhood Commons by the general public is subject to these Rules and Regulations and any other rules and regulations adopted from time to time by the Board and should be monitored by all Owners and Occupants. No loitering, littering, soliciting, disturbances or abuse of the quiet enjoyment of the neighborhood of Mountainside Village by the general public will be allowed.

## DEFINITIONS

The following definitions apply wherever the capitalized terms appear in these Rules and Regulations. Additional terms, which apply only to one article or section, will be defined as they appear.

- A. MOUNTAINSIDE VILLAGE. "Mountainside Village" is all of the property subject to the Mountainside Village Master Development Plan. However,



## RULES AND REGULATIONS

- additional land may be added in accordance with Community Operating Agreement and the Book of Operating Principles.
- B. DESIGN REVIEW COMMITTEE. The "Design Review Committee" is the panel established by the Community Operating agreement to administer the Mountainside Village Design Code.
  - C. ASSESSMENTS. "Assessments" is the collective term for POA dues as outlined in the Community Operating Agreement
  - D. BOARD. The "Board" is the Board of Directors of the Neighborhood Association.
  - E. BYLAWS. The "Bylaws" are the Bylaws of the Property Owners Association.
  - F. PUBLIC STREETS, COMMON LANES. "Streets" are the public streets within and adjacent to Mountainside Village designated on the Plat (and any subsequent plat) which are located in a public right of way dedicated to the City of Victor. "Rear lanes" are the rear lanes located within Mountainside Village designated on the Plat (and any subsequent plat), or as specifically conveyed to the Neighborhood Association or the Village Center Association, which are intended for automobile traffic. All streets, roads, alleyways, lanes and footpaths shall be part of the Commons unless accepted for public dedication by a governmental entity.
  - G. COMMONS. The "Commons" comprise all real property within Mountainside Village, except those areas designated on the Plat (and any subsequent Plat) as Lots, and future phases/unplatted areas. Provided however, that upon the recording of any plat containing any portion of future/unplatted areas as designated on the master plan all such areas shall be included in the Commons, except those areas shown as Lots. Open space, streets, alleyways, parks and parking areas within Mountainside Village are all part of the Commons. The Commons also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property, and any other property of any type specifically designated as Commons. Subject to any needed governmental approvals, the Neighborhood Association may approve trails, recreational areas and gardens in the open space.
  - H. DESIGN CODE. As established by the Book of Operating Principals, the "Design Code" establishes the plan for the development of Mountainside Village through its regulation of land use, architecture and environment. The Design Code does not need to be recorded to be effective but shall be available from the Architectural Review Committee.
  - I. FOUNDER. The "Founder" is Mountainside Inc., an Idaho company, its successors and assigns. The Founder may also be an Owner for so long as the Founder is record owner of any Lot.
  - J. LOT. A "Lot" is the smallest parcel of land that may be separately conveyed within the Neighborhood. Ordinarily, Lots are designated as numbered, separately



## RULES AND REGULATIONS

- identifiable Lots on the recorded Plat. Once improved, the Lot includes any buildings or other permanent improvements. Each condominium unit shall be considered a Lot; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Lot. The Founder may redefine Lots it owns by dividing or combining Lots or portions of Lots or adjusting the boundary of a Lot.
- K. **MOBILE HOMES.** The term "Mobile Homes" shall mean structures constructed off-site that are used for residential or business purposes, whether of a temporary or permanent nature, and shall be deemed to include trailers, campers, mobile homes, motor homes, manufactured homes or any structure that is not in conformance with current building codes. Temporary construction trailers may be used by contractors during construction if approved in writing by the Founder or the Town Architect, but in no event used any longer than twelve (12) consecutive months.
- L. **BOOK OF OPERATING PRINCIPLES and COMMUNITY OPERATING AGREEMENT.** A recorded as instrument # recorded in the records of Teton County Idaho, as amended from time to time.
- M. **MASTER DEVELOPMENT PLAN.** The "Master Development Plan" is the plan for the development of the Master Development Plan Area, which has received all applicable governmental approvals. The Master Development Plan is subject to change and may be modified by applicable governmental approvals.
- N. **MASTER DEVELOPMENT PLAN AREA.** The "Master Development Plan Area" comprises approximately 125 acres, which is that property encompassed by the annexation plat Prepared for Mountainside Village
- O. **MEMBER.** Each Owner is a "Member" of the Neighborhood Association, as provided in Chapter x of the Neighborhood Declaration. Furthermore, pursuant to Chapter x of the Village Center Declaration, each Owner of a Residential Unit within the Village Center as defined therein is also a Member.
- P. **NEIGHBORHOOD.** The "Neighborhood" is the property that is subject to the Neighborhood Declaration, plus any additional property added by Supplemental Declaration.
- Q. **NEIGHBORHOOD COMMONS.** The "Neighborhood Commons" comprise all Commons located within the Neighborhood.
- R. **PROPERTY OWNERS ASSOCIATION (POA) (Association).** The "Property Owners Association" is the Mountainside Village Property Owners Association designated on the Plat (and any subsequent plat) Homeowners Association, , an Idaho nonprofit corporation, its successors and assigns. The POA, whose Members are the Owners, is responsible for maintaining the Neighborhood and the Commons. Roads throughout Mountainside Village designated on the Plat (and any subsequent plat).



## RULES AND REGULATIONS

- S. OCCUPANT. An "Occupant" is any resident or permitted tenant of any length of time at any address within the Neighborhood.
- T. OWNER. An "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Neighborhood. Owners shall not include those having such interest merely as security for the performance of an obligation.
- U. PLAT. The "Plat" is Phase 1 & 2 of that property platted as Mountainside Village designated on the Plat (and any subsequent plat), in the records of Teton County Idaho and Phase IB of that property platted as Mountainside Village recorded in Plat.
- V. RESIDENTIAL UNIT. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit, and a residential dwelling within a mixed-use building. Unless the Association determines that such definition is inappropriate for the purposes of the Community Operating Agreement or The Book of Operating Principals, the definition of Residential Unit shall be consistent with the definition.
- W. SOLE DISCRETION. The term "Sole Discretion" means the sole and uncontrolled discretion, the exercise of which does not require a reason or justification, of the designated person or entity having such discretion.
- X. STUDIO. A "Studio" shall mean a dwelling unit for occupancy only by owners or employees, in a commercial space, other than the Residential Unit of a live/work unit as shown on the Master Development Plan.
- Y. VILLAGE CENTER. The "Village Center" is the mixed-use and commercial portion of Mountainside Village and is subject to a separate Village Center Declaration.
- Z. VILLAGE CENTER ASSOCIATION. The "Village Center Association" is the Mountainside Village Village Center Association, Inc., a New Mexico non-profit corporation, its successors and assigns. The Village Center Association, whose Members are the Owners of Lots solely within the Village Center, is responsible for maintaining the Village Center. The Village Center Association may also enforce the Village Center Declaration.
- AA. VILLAGE CENTER GREEN. The "Village Center Green" comprise all Commons located within the Village Center.





## RULES AND REGULATIONS

# Rules and Regulations Enforcement

### **Purpose**

Our Covenants exist in order to create and guarantee a certain standard of living enjoyable to all. In rare cases, Homeowners (or their Tenants) do not adhere to the Rules and Regulations, or other requirements, specified in the Covenants, Conditions & Restrictions. While the Board shall make every attempt to work with the Homeowners and Tenants who are violating the rules, it may occasionally be necessary for the Board to exercise its duly authorized power on the behalf of the Association's Homeowners to take action in the form of fines and/or other penalties, as outlined below, against Homeowners for their continuing violations of the rules.

### **Offenses**

There are Two (2) classes of offense recognized by the board.

#### **Single Occurrence Offense**

Single Occurrence Offenses are those violations that are action oriented, have the ability to be immediately corrected, and are repeatable.

**Example 1:** A vehicle is parked in the rear alley overnight.

This parking offense represents a specific action taken by a resident, they have the ability to immediately correct it, and yet, they may repeat the offense in the future.

**Example 2:** A pet is running loose in the community.

This pet offense represents the failure of a resident to take specific action, they have the ability to immediately correct it, and yet, they may repeat the offense in the future.

#### **Ongoing Offense**

An Ongoing Offense is a violation that is static in nature, requires time and effort to correct, and typically, once resolved, is not repeated.

**Example 1:** A unapproved satellite dish is placed in the front yard.

This offense is static (involves no direct action/inaction) will require time to correct, and, once corrected will most likely not be repeated.

**Example 2:** An inappropriate modification has been made to a unit or its fencing, without approval by the Design Review Committee.

This offense is static (involves no direct action/inaction) will require time to correct, and, once corrected will most likely not be repeated.

### **Single Occurrence Offenses and Fines**

The board shall, upon recognizing the 1st occurrence of any Single Occurrence Offense, notify the resident, in writing, of the offense, and direct that the resident take whatever action may be necessary to keep the offense from being repeated.

Fines will be assessed for any reoccurrence of the offense. Single Occurrence Offenses will be cited on a "per offense/per occurrence" basis at a rate of \$25.00 per offense/per occurrence.

**Example 1:** Using the parking example from above, the resident continues to park in the alley overnight, instead of parking in a designated parking spot.





## RULES AND REGULATIONS

This resident shall be fined \$25.00 for each time they park outside the garage. This represents a singular offense with multiple occurrences. For example, should the resident park outside the garage for five days, then the resident would be fined  $5 \times \$25 = \$125$ .

Example 2: Using the pet example from above, a pet is running loose, the owner regains control of the pet, but the next day while walking the pet, fails to pick up the pet waste. This resident shall be fined \$25.00 for the occurrence of a loose pet, and fined \$25.00 for failing to pick up after their pet for a total of \$50. This represents multiple offenses with singular occurrences. Again, if these violations should reoccur then the pet owner will be fined for each occurrence.

(A resident may dispute their fine. See "Disputing a Fine" below.)

### **Ongoing Offenses and Fines**

Upon becoming aware of an Ongoing Offense, the board will notify the Resident by means of a warning letter/demand for abatement. By means of this letter, the Homeowner is instructed to correct the problem within a reasonable time, as deemed by the Board, or provide a reasonable explanation to the Board why correction of the problem is not possible within that time. If not corrected, or reasonably explained within the specified period of time, the Board may choose to assess a fine.

The warning letter shall specify:

- The violation and date the warning letter is sent.
- The action required to abate the violation.
- A time period, not less than (10) days, during which the violation may be abated without further sanction.
- A time period, not less than (30) days, during which the Homeowner may dispute the offense.

(A resident may dispute their fine. See "Disputing a Fine" below.)

If the violation continues past the time period allowed in the Warning Letter, or if the same or similar type of violation occurs, the Board shall assess a \$25.00 fine to the Resident.

### **(30) Days/ 2nd Offense**

If the violation remains uncorrected (30) days beyond the assessment of a fine, it will be considered to be a 2nd Offense.

A 2nd Offense, either by a reoccurrence of the violation, or by the (30) day rule, will carry an additional fine of \$50.00, for a total of \$75 being assessed for the violation at this stage.

### **(60) Days/ 3rd Offense**

If the violation remains uncorrected (30) days beyond the 2nd offense fine, it will be considered to be a 3rd Offense.

A 3rd Offense, either by a reoccurrence of the violation, or by the (30) day rule, will carry an additional fine of \$100.00, for a total of \$175 being assessed for the violation at this stage.

### **(90) Days/ 4th Offense**

If the violation remains uncorrected (30) days beyond the 3rd offense fine, it will be considered to be a 4th Offense.

A 4th Offense, either by a reoccurrence of the violation, or by the (30) day rule, will carry an additional fine of \$200.00, for a total of \$375 being assessed for the violation at this stage.



## RULES AND REGULATIONS

Upon the designation of a 4th offense, the Board may exercise its authority under the Covenants, Conditions & Restrictions, and take corrective action. All expenses for the corrective action will be assessed to the Homeowner, and subject to the terms stated in both "Payment Schedule" and "Delinquency/Failure to Pay", below.

Example 1: A landscaping violation has remained uncorrected for (90) days beyond the designated period allowed for abatement. This would qualify as a 4th Offense. The Board may contract with a landscape contractor to enter the courtyard and make the necessary changes to the landscaping to correct the violation. A special assessment will then be made against the Homeowner to cover the expenses of the landscaping required to correct the violation, which will be in addition to the fines that have already been assessed against the Homeowner for lack of compliance.

### Disputing an Offense

Residents may dispute an offense by responding to the Board in writing within the specified time noted in their warning letter.

Upon receipt of written notice of a dispute, the Board will invite the Resident to appear before the Board at their next, regularly scheduled meeting. Residents will be given an opportunity to present their position, and the Board will take the matter under advisement, and render a decision to vacate, modify or enforce the fine or penalty.

Decisions will be rendered by the Board within 30 days of the meeting. All decisions are binding.

Should the Board render a decision to enforce the fine or penalty, the first fine of \$25.00 will be assessed at that time. Additionally, the assessment of additional fines for the ongoing offense will continue to follow the 2nd, 3rd and 4th offense guidelines as outlined in the "Ongoing Offenses and Fines" section of this document. The day count for the ongoing offenses will start from the date the Board renders the decision to enforce the fine or penalty.

Failure or refusal to appear will vacate any dispute, and the Board will proceed as outlined in the "Ongoing Offenses and Fines" section of this document.

### Payment Schedule

#### Single Occurrence Offense

Offenses will be cited on a "per offense/per occurrence" basis at a rate of \$25.00 per offense/per occurrence.

Each fine will be due and payable within (30) days from the date of notice.

Fines unpaid after (30) days from the date of notice shall double. That is, if a fine of \$25 should go unpaid after (30) days from the date of notice, that fine automatically becomes a fine of \$50. The doubling of the fine will occur for each fine that is assessed and goes unpaid.

#### Ongoing Offense

Fines will be assessed as outlined in the "Ongoing Offenses and Fines" section of this document.

Each fine will be due and payable within (30) days from the date of notice.

#### Delinquency/Failure to Pay

Past due balances over (30) days shall accrue interest at a rate of 18% apr.



## RULES AND REGULATIONS

Unpaid balances beyond (90) days shall be turned over to collections.

Unpaid balances due (inclusive of all dues, assessments, fees, interest, penalties, or other balances) that exceed \$750.00 total shall be examined by the Board. The Board may elect to exercise its authority outlined in the Community Operating Agreement and the Book of Operating Principles to collect delinquent balances by lien, or foreclosure of a lien. The Homeowner will be assessed for any and all expenses incurred by the Board that are a result of action taken to address “Delinquent/Failure to pay” balances.