

SHAWNEE RIDGE
HOMEOWNER'S ASSOCIATION

GOOD NEIGHBOR POLICY

(RULES & REGULATIONS)

EFFECTIVE:

January 1st, 2018

FOREWORD

The underlying philosophy of the Shawnee Ridge Homeowners Association Good Neighbor Policy is COMMUNITY LIVING. Positive communication with your neighbors is the best solution to many problems. The enforcement procedures contained within should only be used as a last resort after all attempts have been made by the parties involved to resolve the issue. Your help in seeing that the provisions of this booklet are carried out is welcomed and appreciated. Leaving the enforcement of this Good Neighbor Policy to others places an unfair burden on them. All residents must share in this responsibility.

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ARTICLE 1
ENFORCEMENT PROCEDURES

1) GENERAL

- a) These procedures provide for the enforcement of the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the Shawnee Ridge Homeowner's Association ("SRHOA").
- b) These procedures apply in all cases unless specifically exempted by another Article.
- c) All Shawnee Ridge members and residents, whether owners or renters, have equal rights under these rules, except as may be provided by:
 - i) Statute;
 - ii) The Declaration; or
 - iii) The Bylaws.
- d) All members and residents are legally required to comply with the Declaration and its Amendments, the Bylaws, and the Good Neighbor Policy of the SRHOA, as provided by the Declaration Article 17, Section 1, General Provisions, Binding Effect.
- e) The Board of Directors urges all members and residents to make every attempt to solve problems themselves before using these procedures.

2) COMPLAINT PROCEDURES

- a) Any member or resident may write a letter or email to the Association, through its managing agent, giving a full and detailed account of the problem, including who (owner/tenant name and/or property address), what, when, and where.
 - i) Any member or resident filing a complaint must identify themselves.
 - ii) In a bonafide emergency, the manager will accept a telephone call, with a written complaint to follow.
 - iii) Any member or resident filing a complaint still has the right and responsibility to file a complaint with the police or other civil authorities, if appropriate.

- b) If the original problem persists, the member or resident may file additional written complaints with the Managing Agent and/or Board of Directors.

3) **ENFORCEMENT PROCEDURES ON VIOLATIONS OF RULES**

- a) Managing Agent or Board within ten (10) working days of receipt of a complaint will mail to the member and/or resident in violation, a letter stating the nature of the complaint and the penalty, if any.
 - i) The name and the lot number of the person filing the complaint will not be released except to the Board of Directors.
 - ii) The letter shall include a statement providing the resident in violation with an opportunity to respond to the alleged violation. This statement shall be worded in a manner that allows for and encourages this response.
 - iii) The violation must cease or be corrected immediately unless otherwise specified in the letter.
 - iv) Anyone against whom a complaint has been filed shall have the right to be heard by the board through the managing agent. Any request for such a hearing must be submitted to the board in writing.
- b) On the FIRST COMPLAINT, a courtesy letter will be sent. This will be a friendly reminder about the Covenants, Conditions and Restrictions of the Declaration and the Amendments to the Declarations. Homeowners need to correct said problem in the time specified.
- c) After the time specified, a second letter will be sent. The second letter will warn that a fine of \$125.00 will be assessed if the violation is not corrected in the time specified.
- d) After the time specified, a third letter will be sent by certified mail with the charges for the certified mail charged to the violator. The letter will **impose a fine of \$125.00** and will also warn of doubling the fine (\$250.00) if the violation is not corrected within the time specified or an established date.
- e) After the time specified, a fourth letter will be sent by certified mail with the charges for the certified mail charged to the violator. The letter will **impose a fine of \$250.00**. This supersedes the previous \$125.00 fine. The letter will warn that all further notices of the same rule will incur additional fines of \$500.00 and that a lien may be filed against the property in an attempt to collect the fines. If the violation continues, the Board of Directors/Managing Agent will proceed with

further action as provided for in Article 17, Section 2, General Provisions, Enforcement by Court Action.

4) **ENFORCEMENT**

- a) The Board of Directors or Managing Agent shall use the enforcement policies and procedures as set forth in the Declaration Article 17 Section 2, and as further clarified in Article 1, Section 3 of this document.

5) **ENFORCEMENT EXPENSES**

- a) All expenses incurred by Shawnee Ridge Homeowners Association, including all legal and collection costs, will be assessed to the Lot whose member is in violation.

6) **REJECTION OF COMPLAINTS**

- a) The Board of Directors or Managing Agent reserves the right to reject any complaint if:
 - i) It is of a frivolous nature;
 - ii) Its intent appears to be harassment;
 - iii) It is vague and lacking in necessary concrete details.
 - iv) It is reported anonymously

ARTICLE 2
ASSESSMENTS AND COLLECTIONS

1) DELINQUENT ASSESSMENTS

- a)** The due date for all assessments is 1st of January of each year. Homeowners must pay the amount in full when the assessment is due unless other payment arrangements are approved by the Board of Directors—all requests for payment arrangements must be made in writing and must be made before the Assessment is considered late.
- b)** Any Assessment not received within thirty days is delinquent and subject to a late charge.
- c)** For each delinquent account, the Managing Agent/Board will mail the member a notice of delinquency including the amount of the delinquent payment.
 - i)** The Association will send at least one (1) notice by certified and regular mail warning that a lien will be filed against the property if payment is not received.
- d)** The Managing Agent/Board of Directors will review all accounts delinquent two or more months and will authorize special collection procedures, including but not limited to:
 - i)** Submitting to legal counsel and/or collection agency
 - ii)** Filing a lien and adding cost of legal fees to account
 - iii)** Filing a personal judgment and pursuing garnishment of wages.
 - iv)** Filing a complaint in the courts
 - v)** Foreclosing on the lien

2) LATE CHARGES

- a)** Annual assessments, unpaid when due, will be assessed interest in accordance with the Declaration, Article 8 Section 2, Delinquency.
- b)** The procedure to collect unpaid late charges will be the same as specified above in Section 1, "Delinquent Assessments."

3) COLLECTION EXPENSE

- a)** All expenses incurred by the Association including all legal costs, fees of collection agencies, and fees to release a lien, will be assessed to the unit owner, and further are subject to all the provisions of this Article.

ARTICLE 3
GENERAL RULES

1) RESPONSIBILITIES OF SHAWNEE RIDGE MEMBERS

- a) Each member is responsible for the activities and conduct of their household members, tenants, guests and pets, including compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy.

2) EXCESSIVE SOUND OR NOISE

- a) Unusually loud sound or noise from a lot that is easily transmitted beyond that lot to another lot or any common area is excessive and is not permitted.
- b) A special effort should be made to avoid excessive noises between the hours of 10:00 p.m. and 8:00 am.

3) OUTSIDE APPEARANCE

- a) Seasonal decorations shall be placed no more than thirty (30) days prior to the Holiday and/or season and shall be removed no later than thirty (30) days after the Holiday and/or season. Seasonal or Holiday Decorations include (but is not limited to): wreaths, lights, and trees. Additionally, any Christmas trees must be disposed of promptly or else screened from view.
- b) "FOR SALE OR FOR RENT" signs will be permitted as referenced in the Declaration Article 9 Section 29. The signs may be no more than three (3) square feet. No other signs of any kind may be placed on the property without prior written approval from the Board (except for small signs identifying the Owner and address of the Lot). No signs of any kind shall be placed in the common areas without prior written approval from the board.
- c) Portable basketball hoops must be stored out of view when not in use—they may not be left on the sidewalk or next to the street.
- d) Residents will maintain their lot and any building or improvements located on the property at all times as described in Article 6 Section 2 of the Declaration. This includes, but is not limited to, exterior paint, gutters, windows, doors, siding and any other exterior improvements.

- e) All Residents shall obtain prior approval of the Architectural Control Committee, as stated in the Declaration Article 9, Building, Use, and Architectural Restrictions, for any lot improvement including structural additions and all other outside improvements whether listed in this section or not.
- f) Lots shall be kept free of debris, garbage, equipment and toys.

4) **LANDSCAPING**

- a) Residents will maintain landscaping. This includes maintaining weed-controlled grass. Lawns should be watered regularly to maintain a green appearance (unless water restrictions are imposed by the local municipal, county or state government).
- b) Flower or shrubbery beds shall be kept free of weeds, moss, clover and dead plants.
- c) Trees should be trimmed so as to not encroach upon neighboring properties or streets.

5) **GARBAGE AND GARBAGE CONTAINERS**

- a) All garbage, trash, and waste items will be appropriately packaged and placed inside a garbage container.
- b) Garbage, trash or other waste items placed next to the container will be so placed only in the evening prior or on the day of pick up. Containers must be removed and stored on the same day following pick up. Garbage and recycle containers are to be stored out of view from the street.

6) **COMMON AREAS**

- a) Members will be financially responsible for any and all damage to common areas and Public Right of Way including, but not limited to, plants, landscaping, recreational facilities, mail boxes, street lights, sidewalks, and driveway approaches by household members, tenants, guests and pets.

ARTICLE 4
OWNERS, LANDLORDS AND TENANTS

1) FULL RESPONSIBILITY OF OWNERS AS LANDLORDS

- a) Any Shawnee Ridge Homeowners Association member who leases or rents their lot to others retains full responsibility for the tenants actions, including, but not limited to:
 - i) Use, maintenance, and care of the lot.
 - ii) The activities, conduct and compliance with the Good Neighbor Policy by any tenants, tenant's household members (i.e. children, dependents, teenagers etc), pets and guests.
 - iii) Any property damage arising from any acts by any tenants, tenant's household members, pets or guests.
 - iv) Informing tenants of the Good Neighbor Policy and the CC&R's.

2) ENFORCEMENT

- a) The member (lot owner) will ensure the tenant's compliance with the Declaration and its Amendments, the Bylaws, and this Good Neighbor Policy, and all applicable laws.
- b) In the event the member (unit owner) cannot or will not enforce the rules, the Managing Agent and the Board of Directors will enforce them according to the Article 1 of this Good Neighbor Policy.
- c) All fines and other enforcement expenses will be assessed against the member who owns the lot in which the tenant resides.

ARTICLE 5
PETS

1) GENERAL

- a) No animals except dogs, cats, caged birds, fish in tanks or water features, and other small household pets, will be permitted on lots. Dogs shall not be allowed to run at large or to create a disturbance for other owners in the plat. No animals will be allowed to be leashed, chained, or otherwise tied to any portion of the front or sides of residences. Leashed animals are permitted within rights-of-way when accompanied by their owners. The person accompanying the animal must exercise "scooping" of animal waste.

2) ENFORCEMENT

- a) The owner of a pet is financially responsible for any damage done by the pet to the common areas and the Public Right of Way.
- b) Pet owners not picking up their pet's feces will be subject to the Enforcement Procedures as listed in Article 1 of this Good Neighbor Policy.

ARTICLE 6
VEHICLES AND PARKING

1) GENERAL

- a) Dirt bikes, ATVs or other off-road vehicles that are not street legal are not permitted to be driven within Shawnee Ridge community.

2) VEHICLES AND PARKING

- a) Vehicles are not permitted to be on unpaved areas. No vehicles, including those of guests or visitors, shall be parked on the street for more than 24 hours or on a daily basis. All vehicles shall be parked in garages or on driveways located entirely on a lot.
- b) Homeowners are to ensure their guests comply with the vehicle rules of this Article 6.
- c) Vehicles dripping oil, gas, or other fluids must be removed or repaired immediately, and the vehicle's owner must immediately clean up the damaged area to prevent permanent damage to the asphalt or sidewalk concrete.
 - i) If damage is caused by a vehicle in disrepair the owner responsible will be charged for the repair costs—if damage is caused by a tenant of a rental unit the owner will be responsible for the repair costs.
- d) The storage of any boats, trailers, multi axle trucks, campers, and recreational vehicles may only be stored on the lot provided the vehicles are adequately screened from the view of any adjacent right of way, streets and lots and the screening of such vehicles must have the approval of the Architectural Control Committee.
- e) Owners can park recreational vehicles and/or boat trailers on the driveway for a period not to exceed twenty-four (24) hours for the purpose of loading, unloading and cleaning.
- f) No inoperable vehicles, boats, motorcycles or other motorized apparatus shall be stored on the premises or the streets within the subdivision.
- g) No repair or dismantling of any automobile, motorcycle, other vehicle or equipment shall be conducted in open view or within the Association except

within the lot's garage. The garage door should be closed during repairs unless dealing with possibly noxious fumes or if the work area is kept clean and clear of debris.

ADOPTED January 1st, 2018
Date

BY: _____
Shawnee Ridge Homeowner's Association