

Below is a list of the Rules and Regulations for **CEDAR CROSSING II MASTER HOMEOWNERS ASSOCIATION**. These rules and regulations are designed to benefit the community as a whole and are in addition to the requirements established in by the Association's Declaration and By-Laws.

If you have any questions about the Rules and Regulations, please contact the HOA Board of Directors.

ACCESSORY STRUCTURES

The construction or placement of detached or freestanding structures, such as, but not limited to, sheds, greenhouses, playhouses, gazebos, tool houses, etc., is not allowed on any Lot except that structures deemed "seasonal" or roofless may be allowed with the written approval of the Board.

ALTERATIONS/ARCHITECTURAL REVIEW AND APPROVAL

In order to preserve the architectural and aesthetic appearance of the community as a whole, to protect the value of the property and homes within the Association and to maintain and protect the balance and stability of the Common Area and other natural areas located on the property, alterations, additions and changes to Lots or home exteriors require the prior written approval of the Board ("Architectural Approval"). The requirement for architectural approval shall not apply to any dwelling, accessory structure, addition thereto, or any aspect of the Common Area that was constructed and installed or approved by the Developer in connection with the initial construction by Developer on each Lot.

- Matters Requiring Approval

No additions, alterations or Improvements (temporary or permanent) to Lots or Home exteriors, including color changes, may be commenced until approved by the Board in writing. Examples of improvements, additions, structures and other changes which require approval from the Board include, but are not limited to:

- (1) Buildings, fences, retaining walls, porches, awnings, patios, decks, gazebos, sidewalks, driveways, swimming pools, hot tubs, and any other improvements of any kind which are to be erected, constructed, placed or maintained upon the Lots;
- (2) Any exterior addition, change or alteration to any home, or exterior component of a home such as roofs, siding, garage doors, exterior doors, trim, any accessory building, any other building, fences, walls, driveways and any other structures or any additions to, or changes or alterations in, any landscaping; and
- (3) Board approval is required prior to changing the color, style or material of exterior elements of the home such as, but not limited to: siding, garage doors, exterior doors, trim, doors, porches, roofing, brickwork, etc., if the proposed color is different from that of the original color scheme of the house. Any proposed colors shall conform to and be consistent with the color scheme historically used within the Association.

- Approval Process

Any Homeowner seeking to approval of the Board under this Section must submit two (2) copies of the following documentation to the Board to obtain approval for any such addition, alteration, or Improvement:

- (1) The site plan, as prepared by the Homeowner's architect, showing, among other things, the location and dimension of all intended Improvements;
- (2) Drawings, plans and specifications, as prepared by the Homeowner's architect, of all exterior surfaces, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials; and
- (3) All such other information the Board may reasonably require to determine the location, scale, design, character, style and exterior appearance of Homeowner's intended Improvements.

The Board may, but shall not be required to, condition its consent to the making of an addition, alteration or improvement to a Lot or Dwelling by an Homeowner upon the Homeowner's agreement to pay the Association's cost to hire a licensed architect or other consultant to review the plans and specifications of the proposed alteration.

Once a complete application has been submitted to the Board, the Board shall then have thirty (30) days from the date of receipt of the submittal to render a written decision to the Homeowner as to whether it is approved or denied. Any such disapproval shall set forth the reasons for the disapproval and shall list the changes required by the Board. If the Board fails to notify said Homeowner within a thirty (30) day period, then approval by the Board shall be conclusively presumed.

In the event an Homeowner receives approval from the Board, the Homeowner shall then be required to comply with the provisions of any and all other provisions of the Declaration prior to making such alteration, addition or improvements, including the obligation to obtain a building permit from the Village (if required) prior to construction.

If the Board shall disapprove all or any portion of the Plans and Specifications submitted pursuant to the above, the Homeowner shall revise the Plans and Specifications to incorporate the changes required by the Board and shall deliver two (2) complete sets of the revised Plans and Specifications (in accordance with Section (a) above to the Board. The Board shall have fifteen (15) days after its receipt of said revised Plans and Specifications to determine if Homeowner has complied with the Board's requested changes. If the Board fails within said fifteen (15) days to advise the Homeowner in writing of the Board's approval or disapproval of said revised Plan and Specifications, the revised Plans and Specifications shall be deemed to have been approved by the Board.

No changes or deviations in or from the approved plans and specifications may be made without first obtaining the written approval of the Architectural Control Committee which shall be obtained pursuant to the submittal process contained herein.

If an addition, alteration or improvement is made to a Home or Lot by an Homeowner without the prior written consent of the Board, the Board may, in its discretion, take any of the following actions:

- (1) Require the Homeowner to remove the addition, alteration or improvement and restore the Lot or Home to its original condition, all at the Homeowner's expense; or
- (2) If the Homeowner refuses or fails to properly perform the work required under (a), the Board may cause such work to be done and may charge the Homeowner for the cost thereof as determined by the Board; or
- (3) Initiate legal action to compel the Homeowner to modify or remove the modification in which case the Homeowner shall be liable for all of the Association's attorney's fees and costs; or
- (4) Ratify the action taken by the Homeowner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

Neither the Board or any of their respective agents, employees, successors and assigns, shall be liable in damages to any Homeowner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent in connection with the approval or disapproval or failure to approve or disapprove any such Plans or Specifications. In addition, neither the Board nor any of their respective agents, employees, successors and assigns, shall be liable in damages to any Homeowner or other person for any structural defects in any plans or specifications, or in any building or structure erected according to such plans or specification.

ASSESSMENTS.

Association dues and fees (Assessments) are due on January 1st of each year provided the due notice is sent on or before December 1st.

Any assessment not paid within 30 days from the date it is due shall incur a \$50.00 late fee and will bear interest at the rate of 1.5% per month. Any payment of less than the full amount of the annual assessment will also incur a late fee.

An administrative charge in the amount of \$50.00, as well as any bank fees incurred by the Association, will be assessed to any Unit Owner whose check is returned.

Any Unit Owner whose account carries an unpaid balance for more than forty-five (45) days may be turned over to the Association's attorney for legal action. Once an account has been turned over to the Association's attorney for collection, all legal fees incurred by the Association will be charged back to the owner's assessment account and shall become a part of their proportionate share of the common expense.

DECKS.

All wood decks must be stained or painted. Older decks must be maintained and kept in good repair, including their finish.

FENCES

All wood fences must be stained or painted. Older fences must be maintained and kept in good repair, including their finish. All fences must conform to the regulations set forth in the Declaration. This includes "electronic fences". Temporary fences are not permitted.

GARBAGE

When not placed at the curb for pick-up, garbage and recycling containers shall be stored out of view. Homeowners not securing garbage placed for pick-up such that it blows and litters the area may be subject to fines.

MAINTENANCE OF LOTS AND HOMES

Each homeowner has an obligation to maintain their Lot and Home exterior in a manner that will add value and desirability to the community.

Home exteriors shall be maintained so that there is no visible chipping, flaking, peeling, fading or mold. There shall be no missing, detached, broken, loose, sagging or warped components. Siding and brick shall be maintained algae-free and/or mold-free and power-washed as necessary.

Grass shall be mowed regularly during the growing season and there shall be no overgrowth of weeds. Sidewalks shall be clear of grass clippings. Bushes and shrubs shall be maintained and trimmed

PETS

Safe and well-mannered pets are welcome at the Association. Dogs, cats and other household pets must be constrained by a fence or leash when outside of your home. All waste from your pets must be picked up and properly discarded in a timely manner. Barking dogs can be a nuisance to neighbors and should be kept indoors.

PONDS

The ponds at the Association serve as an aesthetic amenity. No fishing, playing, swimming, boating, or ice-skating is allowed in or on any association pond, wetland or water feature. No dumping of any material, liquid or solid is allowed in any of the association ponds, wetlands or water features.

The Association shall not be responsible for any loss, damage, or injury to any person or property arising from the unauthorized use of the ponds, wetlands or other water feature.

POOLS

Except as otherwise provided for in this Rule, no above ground pools or counter sunk pools are allowed. Any temporary above-ground pool must be less than 24 inches high, less than 100 square feet in surface area, and contain no filtration equipment. The pool must be emptied and stored out of sight every evening at sunset. This rule excludes in-ground pools and hot tubs.

SATELLITE DISHES AND ANTENNA.

Although Board approval is not required, whenever possible the Board should be contacted to ensure the optimal and aesthetically appropriate placement of the satellite dish/antenna prior to installation.

Satellite receiving dishes or antennas shall be one meter (39.37 inches) or less in diameter or diagonal measurement. Note: it is highly desirable that the placement of the dish or antenna be such that it minimizes its visual impact.

To ensure safe usage, dishes or antennas should be professionally installed. Where possible, interior placement of antennas is recommended. Free standing or detached antennas, satellite dishes, etc., are discouraged. Homeowners are responsible for adhering to all federal, state and local regulations that apply.

VEHICLES

Parking areas and driveways are not to be used for mobile homes, campers, trailers of any type, snowmobiles, ATVs, any type of recreation vehicle or apparatus, inoperable or vehicles with expired tags, or commercial vehicles/trailers of any type. Official fire and police cars will be exempted from this rule as necessary.

Driveways should not be used to store any landscaping/building materials for longer than 2 weeks.

Vehicles parked in the driveway should not obstruct use of the sidewalk.

Snowmobiling, ATV, Dirt Bikes, or any motorized vehicles are not allowed in the common areas or on private property.

VIOLATIONS AND FINES POLICY

- Complaints

If someone is believed to be in violation of any of the provisions of the Declaration and Bylaws or Rules and Regulations, a signed, written complaint must be prepared by an owner, a resident, or a member of the Board and sent to the Management Company or to the Board.

The person charged with the violation shall be given written notice of the complaint. Any Homeowner who feels they have been wrongfully or unjustly charged with a violation may use the following guidelines to contest the complaint:

1. Within ten (10) days after receipt of such notice, the Homeowner may demand a hearing before the Board.
2. A hearing will be held no later than the next Board meeting after receipt of such notice. At the hearing, the Board shall hear and consider arguments, evidence and statements regarding the alleged violation. The decision by the Board shall be final and binding.
3. Payment and charges made under this policy shall not become due until the Board has completed its hearing and made a final determination.
4. Should no protest be filed within the stated period, the allegations in the Notice of Violation shall be considered accurate and complete and charges made under this policy shall be immediately due and owing.
5. Anonymously made charges shall not be pursued.

- Violations And Penalties

If any Homeowner is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Homeowner. Except as otherwise provided for in these Rules and Regulations, the fine will be in accord with the following schedule:

First Occurrence of a Violation: Warning Letter Issued No Fine

Second Occurrence of the same Violation within six months: \$50.00 Fine

Third Occurrence of the same Violation within the same six months: \$100.00 Fine

Fourth Occurrence of the same Violation within the same year or failure to comply with the Rules and Regulations will be forwarded to the Association's Attorney to pursue legal remedies with all costs and fees charged back to the Homeowner.

Fines must be remitted within 30 days of notice or interest accrues at 1.5% a month.

Any Homeowner failing to pay imposed charges within thirty (30) days of notification shall be subject to all of the legal or equitable remedies available for collection. All charges imposed shall be added to the Homeowner's account and shall be collectible as a common expense in the same manner as any regular or special assessment. Notwithstanding the above provisions, in the event of any violations of the Rules and Regulations, Declarations or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement legal and equitable. All costs and attorneys' fees shall be assessed to the account of the offending Homeowner.

Thank you for your cooperation, your observation of the rules and for helping to make our community a nice place to live.

Board of Directors, Cedar Crossing II

Master Homeowners Association