

## **Cedar Creek Condominiums Restrictions and Rules**

### **AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND BYLAWS FOR CEDAR CREEK CONDOMINIUMS OWNERS ASSOCIATION, ARTICLE VII, SECTION 7.03**

1. All of the Property, with the exception of the Common Elements, shall be known, described and used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any portion of said Property except a Dwelling Unit to be utilized only as a single family residence. No portion of the property shall be used for commercial business purposes.
2. Unless constructed by Developer (or the Association after all Dwelling Units are constructed), no fence or wall of any type shall be placed, constructed or allowed to remain upon any portion of the Property. No outbuildings or accessory structures shall be built or permitted to remain on any portion of the Property. Other than the landscaping maintained by the Association, no plants, shrubs or other obstacles shall be placed or kept on the Common Elements, other than the mulched beds in front of the units.
3. No noxious or obnoxious or offensive activity shall be carried on upon or within any Dwelling Unit or upon the Common Elements, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the other Owners or the neighborhood in general. In case of a dispute, the final decision will be that of the Cedar Creek Condominium Owners Association Board of Directors. All decisions will be binding on all parties. If there is a cost to correct the offensive activities/items, the cost will be born by the offending party.
4. No signs, billboards, posters or advertising devices of any character shall be erected, permitted or maintained on any portion of the Property or which may be visible from outside a Dwelling Unit except: (a) one sign not more than 6 square feet in surface area located only in a window advertising that particular Owners Dwelling Unit on which the sign is situated is for sale or rent; (b) two security signs no more than 1 square foot in surface area, stating that the Dwelling Unit to which the signs apply is protected by a security system and/or stating the brand name of the security system.

5. No more than one yard sale shall be held by the same owner within any 6 month period. Such yard sale shall not exceed two days. This is in addition to the two community wide yard sales held each year.
6. If any Dwelling Unit shall be used for rental purposes, the Dwelling Unit Owner or his agent shall insure that no objectionable, offensive or illegal activity is permitted which might disturb any other Dwelling Unit resident or Owner.
7. No animals, livestock, or poultry shall be raised or kept on any portion of the Property, *except that a total of two (2) pets either dogs or cats (with combined weight not to exceed 35 pounds)* as a household pet and providing that they are not kept for breeding or commercial purposes. Fine for not following this rule will be \$150.00 each month. Pets shall be kept indoors. No pets are to be kept outside on any portion of the Property. Owners shall promptly remove any deposits or waste made by their pets upon the Common Elements or the property of another owner and disposed of in a safe and sanitary manner. All pets must be leashed anywhere on the Property. Any and all pest control provided by the Association shall not include treatment of any Dwelling Unit for flea control. Any Dwelling Unit Owner with pets shall be responsible for their own flea control treatment. Pets shall not be permitted to be a nuisance to the neighboring property owners. **The following breeds of dogs are banned from the property of Cedar Creek Condominiums: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepards, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Coros, Great Danes, Alaskan Malamutes, Siberian Huskies. This ban includes and of the half-breeds of the above names breeds. Owners bringing such dogs into our complex or allowing others to do so, may be fined and the dog must be removed immediately.**
8. Each owner shall keep his Dwelling Unit and surrounding area clean and orderly. No materials or equipment such as disabled autos or other unsightly objects shall be kept on any portion of the Property. Owners shall abide by all of the rules, regulations and ordinances duly enacted by Catoosa County and the City which relate to storage and disposal of garbage, rubbish, trash and refuse, which ordinances, as and when enacted, are incorporated herein by reference. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property so as to render the same unsanitary, unsightly or offensive. There shall be no burning of any type permitted on the Property.
9. No antennae, towers of any kind, satellite signal receiving device or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic radiation shall be erected, used or maintained outdoors on any Dwelling Unit or portion of the Property. Television satellite dishes with a maximum diameter of 36" may be used when mounted on a pole at the end of the

building away from the road. No satellite dished may be attached to the buildings.

10. Access, drainage, and utility easements are to kept open and free of obstacles.
11. No Dwelling Unit shall be altered on the outside including color of paint, masonry, and/or roof unless written consent shall be given by the Association.
12. No more than one bird bath shall be permitted by any Owner or Dwelling Unit and shall be located either on the rear patio of the Dwelling Unit or in the mulched bed in front of the Unit.
13. Each owner shall perform promptly any maintenance and repair work within his Dwelling Unit which, if permitted, would affect the Property in its entirety or in any portion belonging to other Owner(s) and each Owner is expressly responsible for damages and liability which result from his failure to promptly perform such maintenance and repair work. Each Owner shall be responsible for the costs of performing all such maintenance and repair work. Maintenance and repairs needed outside the living area of a particular Dwelling Unit shall be the responsibility of and at the expense of the Association as a Common Expense to be paid from the Assessments described herein, which includes painting, roofing, grounds, parking areas, fences and all other outside repairs and maintenance needs, whether by normal usage, weather related, preventive, or incidental repairs, unless a particular Owner shall have agreed to make such repairs and maintenance. Repairs and maintenance of garage doors, front and rear access doors and windows will not be the responsibility of the Association, unless damage occurred due to an Association activity. To the extent necessary, each Dwelling Unit Owner hereby grants to the Association an easement and right of entry into each Dwelling Unit for the purpose of maintenance and/or emergency repairs to any Dwelling Unit.
14. Each wall which is built as a part of the original construction of the Dwelling Units and designated as the dividing line/vertical boundary between the Dwelling Units shall constitute a party wall and the general rules of law regarding party walls and liability for property damage from negligence or willful acts or omissions shall apply thereto. The cost of the reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the wall in equal proportions to such use.
15. If a party wall is destroyed or damaged by fire or other casualty, any Owner who uses the wall may restore it. If other Owners make use of this wall, they shall contribute to the restoration cost in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the Owner under any rule of law regarding liability for negligent or willful acts or omissions.

16. If a Dwelling Unit is destroyed or damaged by fire or other casualty, the Owner may re-build said Dwelling Unit subject to the terms of the Declaration. In the event the re-construction or movement results in a Dwelling Unit encroaching on any portion of the Common Elements, or vice versa, a valid easement shall be deemed to have been created for said encroachment, provided the encroachment does not materially alter the boundaries of the Dwelling Unit and/or Common Elements as described in the Declaration.
17. Notwithstanding any other provisions herein to the contrary, an Owner who, by his negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary repairs as needed.
18. In the event of any dispute arising concerning a party wall, or under the provisions of this Declaration, the Board of Directors shall govern and decide said dispute, with its decision to be final and conclusive.
19. Each Owner shall obtain fire and extended coverage insurance on his Dwelling Unit in an amount which shall be equal to the maximum insurable replacement value as determined annually and shall annually provide a certificate evidencing the existence of insurance to the Secretary of the Association. Each Owner shall purchase public liability insurance in an amount not less than \$300,000.00 to protect himself against claims due to accidents within his Dwelling Unit and on the outside ground of his Dwelling Unit and annually provide a certificate evidencing same to the Secretary of the Association. Payment of any claim for damage or loss to a dwelling Unit by the Association shall be exclusively for the cost of repair and restoration of such damaged Dwelling Unit in its entirety.
20. Each Owner shall pay his property tax as billed for individual units. If any taxing authority shall levy a tax against any of the Common Elements, the tax shall be paid by the Association from the monthly assessments. In the unlikely event that the Association is unable to pay the tax, each unit shall pay an equal share of said tax.
21. **Annual Termite Contracts, effective as of 8-1-2020, are now under the control of the Board of Directors of the Association. This is to insure that no termite damage will occur between dwelling Units. The fee for this service will need to be included in the dwelling unit HOA fees for September of the year. For 2020 the fee is \$50.00.**
22. No house trailers or mobile homes, campers or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over (1) ton capacity, shall be kept, stored, or parked overnight on the Property. No recreational vehicles, boats, boat trailers, go-carts, 4 wheel vehicles, toys, playground equipment or other vehicles or items, other than passenger cars and/or pickup trucks, shall be parked outside any Dwelling Unit. No overnight parking shall be permitted on

the streets of the development, so as to impeded the flow of traffic or become a hindrance to emergency vehicles. Owners may not park their vehicles upon the Property or driveways reserved for the use by a particular Dwelling Unit without the other Owners permission.

23. When not in use, vehicles shall be parked in the designated parking areas and parking spaces of the Condominium designated to that particular Dwelling Unit for which the vehicle is used. No resident or guest vehicles are to be parked in the landscaped areas.
24. No outside clothes lines shall be placed outside of any Dwelling Unit.
25. All Holiday lighting decorations shall be limited to window decorations and such outside seasonal decorations, in moderation, on the front porch, or in the mulched bed areas of a Dwelling Unit. Outdoor flags or decorations shall be permitted in the mulched bed areas and an American flag, no larger than 3' X 5' may be flown from the front porch of a Dwelling Unit. No outdoor lighting will be permitted in the grassed areas. All decorations must be removed with 14 days of the holiday.
26. All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities. Construction shall equal or exceed requirements set forth by the Southern Building Code and Catoosa County.
27. No poles for installation of private lighting shall be located or placed outside or on the exterior of any Dwelling Unit.
28. No firearms shall be discharged upon any portion of the property at any time.
29. Any storm doors installed on any Dwelling Unit must be of a style, design and color (including hardware) approved by the Association.
30. No window air-conditioning unit may be located in any part of the Dwelling Unit.
31. No individual water supply (private wells) shall be permitted on any lot.
32. Landscaping of all Property shall be maintained as needed, which maintenance shall include, but not be limited to, mowing and removal of all trash from said Property. The Association shall be responsible for maintaining the mowing and trimming of grass and maintaining landscaping.
33. All outdoor barbecue grills (whether gas, electric, charcoal or otherwise) shall be placed, kept on the rear patio are of the Dwelling Unit. Outdoor barbecue grills shall not be placed, kept or maintained on the front or back lawn or front porch of a Dwelling Unit. **Grills can only be used on noncombustible surfaces at least 10 feet from any building (front driveway only). Their is a \$25 fine for violations.**

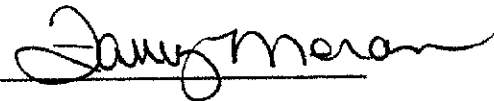
34. The members of the Cedar Creek Condominium Owners Association give the Association Board of Directors the authority to levy fines or take other appropriate corrective actions against those members/residents who violate the above rules and restrictions. Any actions taken by the Board of Directors must receive the unanimous vote of the Board.
35. **The Association will not allow the sale of any Dwelling Unit for the purpose of rental, short or long term. The current "rental" Dwelling Units can continue to operate as long term (12 month minimum) rental units under the current owner only. If these "rental" Dwelling Units are sold by that owner, his estate or heirs it can not be sold as a rental property.**

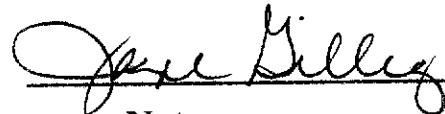
## CERTIFICATE

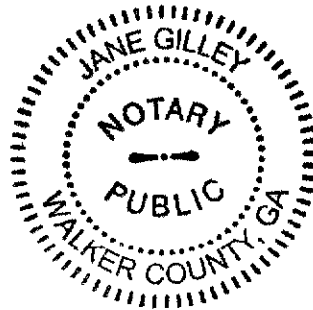
I, Diane Burnett, do hereby certify that I am the Secretary of Cedar Creek Condominium Owners Association and that the within Amendments to the Declaration of Covenants and Restrictions and By-Laws for Cedar Creek Condominium Owners Association was duly adopted by the Owners of said Association in accordance with provisions of Section 12.03 of said Declaration.

Witness my hand this 14<sup>th</sup> day of July, 2020.

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary



My Commission Expires  
September 12, 2023