

**SWAN MOUNTAIN HOA**  
**REVISED**  
**RULES AND REGULATIONS**  
**JANUARY 2025**

**Exhibit A**

Welcome to Swan Mountain Village, where the lasting beauty and appeal of our community are sustained by the commitment of its residents to uphold the Rules and Regulations established by the Swan Mountain Homeowners Association (SMHOA). These guidelines are essential for preserving the aesthetics, harmony, and integrity of our neighborhood, ensuring a peaceful atmosphere and an orderly appearance. To maintain the community's charm and property values, specific activities and uses of properties are regulated to create a unified and attractive aesthetic for both homes and common areas. These rules supersede any previous Rules and Regulations and are attached as Exhibit A to the **THIRD AMENDED AND RESTATED BYLAWS OF SWAN MOUNTAIN HOA**.

We sincerely thank you for your cooperation in adhering to these Rules and Regulations. Your compliance ensures that Swan Mountain Village remains a desirable place to live for both current and future residents. Thank you for helping to preserve the beauty of our community!

**Swan Mountain Homeowners Association Dues**

- Association dues are payable by the first day of each month in the amount of **\$45.00**, unless otherwise noted in the Swan Mountain HOA Bylaws. Dues will be determined annually by the HOA board in January of each year.
- Homeowners are given 15 days as a grace period to settle their monthly dues.
- Should a homeowner fail to pay by the 15th of the month, the association shall charge a late fee amounting to \$20.00 per month they are delinquent.
- Failure to pay outstanding dues can result in the account being handed over to a collection agency.
- The HOA board, acting on behalf of the association, reserves the right to place a lien on a delinquent homeowner's property and possibly initiate foreclosure proceedings for dues delinquent more than 6 months. An accounting will be kept by the HOA treasurer and/or a Property Management Company if one is in place.

### Rules on Payment Plans

- Homeowners may request to enter a payment plan if they are facing financial hardship.
- Standard payment plans are restricted to a duration of six (6) months, though the SMHOA board can approve any payment plans that go beyond that.
- Should a homeowner default on their payment plan, the association reserves the right to resume collection efforts, which can include but are not limited to legal action, liens, and foreclosure.
- Homeowners may only enter a payment plan once every three (3) years.

### **Section 1. Definitions**

- 1.1** Ull will be changed to Swan Mountain HOA/Property Management Company Abbreviated to SMHOA/PMC within the Rules and Regulations.
- 1.2** All other necessary definitions appear in the CCR's Covenants, Conditions, Restrictions or in the **THIRD AMENDED AND RESTATED BYLAWS OF SWAN MOUNTAIN HOA.**

### **Section 2. Purposes of the Rules and Regulations**

**2.1** All residents, guests, property owners, and tenants must adhere to these Rules and Regulations to promote the safety, security, optimal use, development, and improvement of the community. If Tenants/Renters violate any of the rules, the fines will fall on the property owners. The purposes of these Rules and Regulations are to ensure the highest quality development and maintenance of the subdivision. To prevent the construction of structures in the subdivision made with improper or unsuitable materials. To promote and ensure the development of attractive single-family homes, with proper placement and setbacks from roadways and lot boundaries. To ensure the preservation and upkeep of sufficient Common Areas.

### **Section 3. Property Use Restrictions**

#### **3.1 Residential Uses.**

All residences within the subdivision are designated exclusively for single-family residential use, with the except for the existing duplexes. No gainful occupation, profession, trade, or any other business or commercial activity, whether part-time or full-time, may be conducted on, in, or around any residence, common area, or roadway unless prior written approval is obtained from SWMHOA/PMC.

However, in-home businesses and both long- and short-term rentals are permitted without prior approval, provided they do not contribute to increased traffic congestion within the subdivision. Businesses related to automotive mechanics, vehicle detailing or any similar activities that could attract significant vehicle traffic or disrupt the neighborhood's peace are strictly prohibited.

Any requests for exceptions to this policy will be evaluated based on the nature of the proposed activity, its potential impact on traffic within the subdivision, and the extent to which it may interfere with other residents' quiet enjoyment of their properties.

### **3.2 Solicitation.**

Solicitation within the community is permitted, provided it is conducted in a respectful, non-intrusive manner. All solicitors must refrain from any form of harassment, including repeated or aggressive behavior. Solicitation activities must respect residents' privacy and cease immediately upon request. Failure to comply with these guidelines may result in the revocation of solicitation privileges. Please call the SMHOA/PMC immediately if you are bothered by any solicitor.

### **3.3 Yard and Garage Sales.**

Residents may hold garage or yard sales of personal property between May and September from 6 AM to 6 PM. Neighbors are encouraged to coordinate community-wide garage sales for greater participation and convenience.

### **3.4 Exemption for SMHOA/PMC,**

Nothing contained in these Rules and Regulations shall be construed to prevent SMHOA/PMC its duly authorized agents from erecting or maintaining structures, improvements or signs necessary or convenient to the development of the subdivision.

## **Section 4. Homes and Improvements**

### **4.1 Utility Services.**

All utility services, including electricity, water, gas, sewage, telephone, internet, and cable, must be installed and maintained in accordance with local codes and regulations. Utility lines, wires, and conduits must be placed underground or concealed within the building structure wherever possible to preserve the aesthetic of the community. Any repairs, modifications, or new installations require prior approval from SMHOA/PMC. Residents are responsible for ensuring that all utility services on their property are properly maintained and do not negatively impact neighboring properties or common areas. Residents should utilize the free call before you dig service. The Montana811.org site is available for the public to understand and use the "Call Before You Dig" or the "One-Call" System which has been set up to prevent damage to people, property and underground facilities. To request a locate of underground facilities in your excavation (dig) area simply dial 811 or if you are calling from outside of Montana or having difficulties using 811, dial 800-424-5555.

**4.2 Improvements/Additions to Residence.**

Residents are encouraged to enhance their homes with additions such as garages, carports, steps, porches, decks, awnings, landscaping and similar improvements. However, all structural changes or additions must receive written approval from the SMHOA/PMC before construction or installation begins and must comply with all applicable laws, regulations, ordinances and setbacks. It is the resident's responsibility to obtain SMHOA/PMC approval and secure any necessary building permits, if applicable for the proposed improvements or additions. All approved improvements or additions must be completed within sixty (90) days of starting construction unless an extended timeline is granted in writing by the SMHOA/PMC. Property owners are not required to obtain approval for any maintenance or repairs to existing structures on their property.

**4.3 Detached Storage Structures.**

All sheds and similar detached storage structures may be added by a property owner. All storage structures must be installed in the property owner's back yard or side yard providing the structure does not violate set back restrictions and lot boundary restrictions. All detached structures shall be a similar color to complement the home. If they structure is light weight, it is recommended the structure be tether and/or attached to the ground.

**4.4 Windows.**

Residents shall not cover the exterior of windows of any home or other structure located on any lot with foil, plastic, paper, or cardboard. Wood or metal shutters are allowed, but no bars may be installed on the exterior. Materials designed to reduce or eliminate glare, and harmful sunrays may be installed to the manufacture's specifications on the interior of the home only. Homes shall not have broken/cracked windows, windows should be in good repair. Residents shall notify SMHOA/PMC if a delay in replacing or repairing broken/cracked window is needed.

**4.5 Antennas, Satellite Dishes, other Signal Reception Equipment.**

Satellite dishes are permitted if they are attached to the home or other building structure or on free standing pole or post if they are located anywhere except the front yard. No Satellite dishes larger than thirty (30) inches in diameter. Satellite Wi-Fi transmitters are permitted within the subdivision if they are attached to the residence. Residents wishing to install ham radio antennas must first obtain written approval from the SMHOA/PMC. Any antennas must comply with all applicable local regulations and be installed in a manner that minimizes visual impact and does not interfere with neighboring properties or common areas. Additionally, antennas must be securely mounted to ensure safety and must not exceed height or placement limits set by the community.

**4.6 Outside Clothes Drying.**

Outdoor clotheslines may be installed in backyards only. Clothing, blankets, or other items should not be left to air out in the front yard or on front porches for extended periods and must be kept out of direct view from the roadway whenever possible.

#### **4.7 Signs.**

Residents are permitted to display signs, including political and real estate signs, on their property, provided the signs do not exceed 3 feet by 3 feet in size. All signs must be maintained in good condition and must not create a nuisance or obstruct visibility. Signs may only be displayed on a resident's lot and must be removed within a reasonable time after the event or sale has concluded. The HOA reserves the right to remove any sign that violates these guidelines or any local regulations.

### **Section 5. Yards**

#### **5.1 Wall and Fences.**

The only approved fencing materials for use in the subdivision are wood, vinyl, or chain link. Fences must not extend beyond the front corner of any residence and are not permitted in the front yard. If fences are painted, they should be a complementary color to the home, and no neon or fluorescent colors are allowed.

#### **5.2 Landscaping.**

Landscaping is encouraged for enhancing the residence; however, all grass must be kept at a height of no more than 6 inches on residential and vacant lots. Residents must contact UDIG for underground utility location prior to digging holes deeper than 10 inches for trees, shrubs, or other plantings. No tree, shrub, or planting of any kind on any lot shall be allowed to impede vehicular or pedestrian traffic, or to encroach upon a neighboring lot.

Residents/Property Owners are responsible for keeping all trees, shrubs, grass, and plantings on their property, including setback areas, neatly trimmed, well-cultivated, and free of weeds, trash, and other unsightly materials. Compliance with applicable maintenance standards and restrictions for all plantings, grass, trees, and shrubs is required. Grass must be regularly cut, adequately watered, and kept free of weeds. Residents must also remove any dead bushes, dead trees, grass clippings, and other dead plantings.

Composting areas are not permitted in the front or side yards of homes and should be in the backyard, as far from neighboring residences as possible. If a composting area begins to attract flies, bugs, rodents or smells, the homeowner/tenant may be required to remove it, if it becomes a nuisance. Maintenance of trees, grass, and plantings in common areas is the responsibility of the SMHOA/PMC.

#### **5.3 Diseases, Weeds, Insects.**

No resident shall permit anything or any condition to exist upon any lot which shall induce, breed, or harbor infectious plants, diseases, noxious weeds, or insects.

#### **5.4 Mailboxes and Newspaper Receptacles.**

Residents shall not install individual mailboxes on their lots. The property owners of each lot have been provided an individual locking mailbox located at the entrance of the subdivision. Maintenance of these individual mailboxes is the sole responsibility of the local post office. Residents should obtain keys for their individual mailboxes from the local post office. Residents of a lot may install a newspaper receptacle on their lot only if it is attached to their home, porch, patio, or deck.

#### **5.5 Restrictions on Outdoor Structures and Equipment in Front Yards**

Residents are prohibited from installing, erecting, or placing swing sets, playhouses, trampolines, swimming pools, or similar outdoor play structures in the front of their property without prior approval from the SMHOA/PMC. Flag poles and basketball hoops are permitted, provided they do not impede or obstruct other residents or the roadway.

### **Section 6. Maintenance and Care of Properties**

#### **6.1 Maintenance and Repair of Homes, Improvements, Structures, and Driveways.**

Homes, buildings, improvements, and structures must be kept in good condition and should not fall into disrepair. All residences and structures must be properly maintained, including adequate painting, staining, or finishing. Any home with damage to the exterior including, but not limited to roofing, windows, siding, gutters, or flashing—such as from hail, wind, dents, or chipped and cracked paint—must be repaired or replaced in a cosmetically and structurally acceptable manner within 30 days.

Exterior colors of residences and structures in the subdivision must be earth-tones, grays, or neutral colors. No neon or florescent colors permitted. If unclear on a color choice, contact the SMHOA for clarification and approval.

If any improvement or structure, other than a home, is damaged or destroyed, it must be repaired, rebuilt, or removed from the lot at the resident's expense within 30 days. Driveways and parking areas must be kept clean and free of debris. Residents are solely responsible for all costs related to repairs and maintenance of their homes, walkways and driveways.

Additionally, residents must remove, at their own expense, any improvements—including but not limited to carports, add-ons, decks, porches, and sheds—that interfere with the repair of public utilities and services.

## **6.2 Destroyed Homes.**

In the unfortunate event a home is destroyed by fire or storm, the homeowner must:

1. **Notification:** The homeowner must notify SMHOA/PMC within 24 hours of the incident to report the loss and any immediate safety concerns.
2. **Removal Timeline:** The homeowner must remove the debris and remains of the structure from the property within 30 days, at their own expense. This timeframe can be extended with written approval from SMHOA/PMC if needed.
3. **Insurance Coordination:** The homeowner should provide the SMHOA/PMC with updates regarding insurance claims and timelines for rebuilding or removal as they work with their insurance company.
4. **Rebuilding Requirements:** If the homeowner plans to rebuild, they must submit plans for the new structure to the SMHOA/PMC for approval. The plans should comply with existing community standards and regulations.
5. **Safety Measures:** Until the debris is removed and/or rebuilding begins, the homeowner must ensure that the property is secured to prevent unauthorized access and to address any safety hazards.
6. **Compliance with Regulations:** The homeowner is responsible for ensuring that all rebuilding or restoration complies with local building codes, zoning laws, and SMHOA regulations.
7. **Maintenance of Surrounding Areas:** The homeowner must maintain the landscaping and surrounding areas of the property during the recovery process to ensure they are kept neat and free from hazards.

## **6.3 Maintenance of Roadways and Common Areas.**

These are governed by the Declaration and are the responsibility of the SMHOA/PMC.

## **6.4 Trash Containers and Collection.**

No garbage or trash shall be allowed to accumulate in a manner which creates a hazard. All trash must be stored in a covered container, such as those provided by the trash collection service or similar containers with secure lids. Lids should remain closed, ensuring no visible trash. Exceptions are permitted on trash collection day, and all containers must be removed from the roadway within a reasonable time after collection. Trash containers should be stored next to the house or inside the garage when not in use. Residents are responsible for arranging disposal of large items through appropriate means, such as transporting them to the county landfill. Outdoor incinerators and burning trash or debris within the subdivision are strictly prohibited. Residents are also responsible for keeping the roadway adjacent to their lot free of trash. All Flathead County ordinances regarding trash accumulation will be enforced.

### **6.5 Machinery and Equipment.**

No machinery or equipment of any kind shall be placed, operated or maintained on or adjacent to any lot except:

1. Such machinery or equipment used in connection with snow removal, lawn mowing, power washing, maintenance or construction of a home, building, improvement, or structure.
2. That which SMHOA/PMC requires for the operation and maintenance of the roadways and Common Areas.

### **6.6 Firewood.**

Residents with fireplaces or wood burning stoves may store a quantity of firewood not to exceed one face cord. The firewood must be stored in a neat and orderly manner on an approved stand, off the ground, located behind or on the side of the home. Wood piles or other fire material shall be stored in a manner so not to be attractive to rodents or other animals and to minimize the potential danger from fires.

### **6.7 Storage of Personal Property.**

All personal property of every kind shall be stored in the home, garage, shed, or other enclosed storage structures located on the lot when not in active use. No household appliances may be stored outside of the home. Residents shall ensure that children's toys of any kind are not permitted to be left unattended in the roadway and are instead stored in the home, garage, shed, or other enclosed area located on the lot when not in active use. Lawn and Garden fertilizers shall only be stored in a shed or other enclosed storage structure.

### **6.8 Snow Removal.**

SMHOA/PMC shall provide snow removal service only to the roadways and common areas. Each resident is individually responsible for removing snow from their driveways, walkways, steps, decks and similar areas located on each resident's lot. Chemical ice solvents are permitted provided they are of a type that does not damage and deteriorate concrete, roadways, or lawns. All vehicles must be removed from the roadway when 1 ½ inches or more of snow accumulation is expected for the snow removal company to plow the roadway.

### **6.9 Maintenance During Period of Absence.**

In the event a home or lot is vacant, it is the property owner's responsibility to properly maintain both the residence and the yard in accordance with these Rules and Regulations. If the property owner fails to do so, SMHOA/PMC reserves the right to take necessary action to bring the property into compliance and will bill the property owner for any associated costs. SMHOA/PMC will send written notice of the charges to the property owner within thirty (30) days of incurring the expense, and the amount will be due with the next month's association fees.

### **6.10 Notice.**

In the event a resident fails to maintain their home and any improvements located thereon in accordance with these Rules and Regulations, SMHOA/PMC will give such property owner thirty (30) days written notice of non-compliance, identifying specifically the needed maintenance or repairs. Failure to bring the home/improvements in compliance with these Rules and Regulations within such thirty (30) day notice period shall result in a violation of these Rules and Regulations and a penalty may be assessed.

## **Section 7. Roadway Use Restrictions**

### **7.1 Speed Limit.**

Residents and guests shall comply with the Subdivision speed limit of **10 miles per hour or posted speed limit.**

### **7.2 Driver's License.**

All persons operating motor vehicles of any kind in the Subdivision must have a valid and current driver's license.

### **7.3 Residents Responsible for Guests.**

Residents are responsible for ensuring that their guests adhere to all community traffic rules, including speed limits, parking regulations, and safe driving practices. Any violations by guests may result in enforcement actions against the property owner, including fines or other penalties.

### **7.4 Roadway Use and Safety Guidelines.**

Roadways within the subdivision are designated for transportation purposes. Residents and their guests are discouraged from using the roadways for activities that could impede traffic, and no jump ramps or other road hazards are allowed. While walking is permitted on the roadways, residents are encouraged to ensure that children do not play in the streets for their safety. Bicycle and scooter riding is also allowed, with bicyclists having the right of way; however, they must adhere to the same traffic laws as motorists in Montana. Bicyclists and scooter riders should travel with the flow of traffic, staying as far to the right as possible. While bicyclists have the right of way, they are encouraged to yield to motor vehicles when necessary to ensure safety within the subdivision. (See MCA 61-8-605)

## **Section 8. Motor Vehicles, Recreational Vehicles, and Parking**

### **8.1 Motor Vehicles in General and Parking.**

Due to limited parking and storage areas, each residence is restricted to a total of four (4) vehicles, which includes recreational vehicles, boats, campers, utility trailers, motorhomes, etc. Resident vehicles must be parked in the garage, carport, driveway, or along the side of the residence if safely accessible and without impeding neighboring property boundaries. Due to even more limited space, townhouses are not allowed to have campers, motorhomes, utility trailers, or recreational vehicles parked in the driveway for longer than 48 hours.

At no time are vehicles permitted to park in the front yard unless prior approval has been granted. Exceptions to this rule will be considered based on the size and nature of the additional vehicle(s), the available parking space on the lot, and any potential interference with neighboring residents' quiet enjoyment of their properties.

All motor vehicles must have current license plates, registration tags, and be in good running condition. Vehicles must also have quiet exhaust systems. Sport motorbikes, dirt bikes, all-terrain vehicles (ATVs), side-by-side vehicles, and any non-street legal gas-powered equipment are not allowed to be driven within the Subdivision. Equipment for lawn care or snow removal are permitted. Electric motorized toys are permitted if they are used under adult supervision, operated safely, and do not obstruct traffic or cause disruption within the neighborhood.

To minimize on-street parking, motor vehicles—whether owned by residents or their guests—should be parked in garages, carports, residential driveways, or other designated parking areas within the Subdivision, as long as these areas can accommodate the number of vehicles permitted. This provision does not permit the parking of vehicles otherwise prohibited by these Rules and Regulations. Vehicles may not be stored or parked on blocks. Residents and guests are prohibited from parking vehicles on lawns or patios, blocking the flow of traffic, obstructing driveways, or parking near fire hydrants. Junk or abandoned vehicles are not permitted on any lot or within the subdivision and may be towed by the SMHOA/PMC at owner's expense.

Guest vehicles parked on the street must not interfere with traffic flow, must be moved within twenty-four (24) hours, and must comply with Section 6, Rule 6.8. Vehicles must not block neighboring driveways, fire hydrants, or any points of ingress or egress to the subdivision. Failure to comply may result in the vehicle being towed at the owner's expense.

Campers and RVs, if parked on the property, may not be used as temporary accommodations for guests or residents. No one is permitted to stay overnight or reside in these vehicles while they are parked on the premises.

## **Section 9. Animals**

### **9.1 Pets and Animals.**

No hooved animals or poultry are allowed on any lot within the subdivision. Only domestic dogs, cats, birds, fish, reptiles contained in aquariums, or any other small, caged mammals (hereafter referred to as "pets") are permitted. If a resident wishes to keep a pet not listed or needs clarification on animals allowed, they must obtain approval from the SMHOA before having the animal within the subdivision. Pets must be contained within the resident's property, and when in common areas or on roadways, pets must be kept on a leash. All pets must be kept and raised solely as domestic companions and not for commercial breeding purposes. Residents are responsible for their own pets, as well as any pets brought into the subdivision by their guests, including any damage or injury caused. Additionally, residents must comply with all applicable County Pet Ordinances.

### **9.2 Control of Pets.**

When pets are outside of fenced areas pets shall be on a leash and under such owner's direct supervision and control. Residents shall not tether pets outdoors and leave them unattended at any time. Residents shall not permit their pets to run at large in the subdivision.

### **9.3 Pet Waste.**

Pet owners must promptly pick up any waste left by their pets in or around roadways, common areas, or neighbors' properties. Additionally, pet owners are responsible for regularly collecting and disposing of any pet waste on their own lot, ensuring this is done at least once a week.

### **9.4 Pet Nuisance.**

Any pets that bite any person causing serious injury shall be reported to the Flathead County Animal Control Department. Residents shall not permit their pets to make an unreasonable amount of noise, to deposit waste on other residents' lot or to otherwise create a nuisance to other residents.

### **9.5 Provoking Pets.**

Residents shall not tease, torment, or otherwise provoke the pets of other residents.

## **Section 10. Guests**

### **10.1 Conduct and Safety of Guests.**

Property owners are responsible for the conduct and safety of their guests or tenants while in the subdivision. All guests or tenants are deemed to have read or been notified of these Rules and Regulations, along with any other rules, signs, or notices posted by the SMHOA/PMC in or around any roadway or common area within the subdivision.

Any violation of these Rules and Regulations or any other posted rules by a guest or tenant will be attributed to the property owner with whom the guest or tenant is visiting, staying, or residing. The property owner will be held fully accountable for all such violations, including any related expenses, restitution, cleanup, or removal of personal property from a lot except for any criminal activity by a guest or tenant.

To prevent misunderstandings or embarrassment, property owners are encouraged to ensure that all guests or tenants read and comply with these Rules and Regulations, as well as any other notices posted within the subdivision. If a property owner believes they have been improperly fined or accused, they may challenge the violation by requesting in writing a hearing before the HOA Board of Directors to address the issue. Property owners are not responsible for delivery drivers who may violate these Rules and Regulations and are encouraged to report the violation to the respective company as well as notify the SMHOA/PMC of the incident.

## **Section 11. Personal Conduct and Safety**

### **11.1 Laws and Unlawful Conduct in General.**

Property owners are expected to comply with all applicable federal, state, local laws, ordinances, and regulations.

To maintain a safe and harmonious community, property owners should refrain from any actions or conduct that could harm or threaten the health and safety of SMHOA/PMC personnel, residents, or guests. Additionally, it is important for residents to avoid making false reports regarding SMHOA/PMC or any resident to law enforcement or other public authorities, as well as refraining from defaming SMHOA/PMC or other residents.

Property owners are encouraged to respect the personal and business affairs of SMHOA/PMC and fellow residents to foster a cooperative and pleasant living environment.

## **11.2 Exterior Security Cameras**

Residents are permitted to install exterior cameras for security purposes, provided they comply with the following guidelines:

1. A visible sign must be placed on the property, notifying others that audio or video recording may be in use.
2. Cameras must be positioned in such a way that they do not point directly into neighboring houses or backyards, thereby respecting the privacy of others.

Failure to adhere to these guidelines may result in enforcement action by the SMHOA/PMC.

## **11.3 Nuisances, Construction Activities, Hazardous Activities, Lighting.**

Residents must ensure that no rubbish, debris, or construction materials (other than temporary construction materials) accumulate on or adjacent to any residence. No odors or loud noises should emanate from any residence in a manner that renders it unsanitary, unsightly, offensive, or detrimental to other residents.

Nuisances of any kind are expressly prohibited and shall not be allowed on any lot if they could be offensive or detrimental to neighboring residents. This includes, but is not limited to, the use of exterior loudspeakers, horns, whistles, fireworks, firecrackers, bells, or similar sound devices, except for wind chimes and security devices used solely for security purposes. Additionally, radios and stereo speakers must be played at low volumes. Normal construction activities and parking related to property improvements are not considered nuisances under this rule.

Activities conducted on or adjacent to any lot, roadway, or common area must not pose a safety hazard to persons or property. This includes a prohibition on discharging firearms or weapons within the subdivision, as well as the use, storage, or discharge of explosives, hazardous or toxic materials.

Open fires are only permitted if using portable firepits and chimineas or permanent/fixed firepits located in backyard. Portable devices can be placed in the driveway, front of the lot or back yard. Firepits and chimineas must never be left unsupervised, must be used in a safe manner. If located in driveway or front yard, they must be removed once cool to the touch and should not be stored in plain view from the roadway. Furthermore, firepits and chimineas are not allowed to be used on roadways or in common areas.

Lighting that creates unreasonable glare to neighboring residences is not permitted, with the exception, of lighting deemed necessary for safety purposes.

Cost and maintenance of the streetlights are the responsibility of SMHOA/PMC. If a streetlight is not functioning properly, it should be reported to SMHOA/PMC as soon as possible.

#### **11.4 Trespassing.**

Residents shall walk on designated roadways and common areas and shall not trespass through lots owned by others.

#### **11.5 Damage to the Subdivision.**

Residents and guests are prohibited from tampering with, damaging, or vandalizing any part of the subdivision, including its roadways, Common Areas, utility connections (such as electric and other utilities), as well as the residences and personal property of other residents and guests.

#### **11.6 Use of Common Areas and Roadways.**

The common areas are for the exclusive use of the Subdivision residents and guest provided all individuals are abiding by all Rules and Regulations and posted signage within the Subdivision. Residents and guests assume the risk of all injuries to person or property while using or while located in, on, or about the common areas or roadways.

Parents and guardians are directly responsible for the safety of their children, or children within their control, and are directly responsible for ensuring that such children observe and follow the Rules and Regulations, notices, and safety measures within the Subdivision.

### **Section 12. Resale**

#### **12.1 Outstanding Obligations of Selling Resident.**

At the time of closing on the sale of a home, if the property, including the lot and/or any improvements to the property, is in violation of these Rules and Regulations, the buyer assumes full responsibility for correcting all violations at their own expense. The buyer is responsible for conducting their due diligence by consulting with the SMHOA/PMC to identify any existing violations and ensuring that the seller resolves them prior to closing. If the buyer fails to do so, their only recourse will be to seek reimbursement or indemnification directly from the seller.

Any outstanding dues or fines related to the property will be communicated to the title company for payment to the SMHOA/PMC at closing.

## **Section 13. Enforcement and Grievance Procedure**

### **13.1 Enforcement.**

The SMHOA/PMC will uniformly apply and enforce these Rules and Regulations with respect to each property owner and resident in compliance with State and Federal law. However, SMHOA/PMC may, under circumstances of hardship, grant exceptions to these Rules and Regulations, provided such exceptions do not conflict with State or Federal law. SMHOA/PMC reserves the right to refer any matter to local law enforcement for enforcement as deemed appropriate.

This provision does not prevent any property owner or resident from filing their own complaint with law enforcement if necessary. SMHOA/PMC reserves the right to enforce these Rules and Regulations by pursuing legal action, whether through a lawsuit or other legal remedies, in the appropriate venue. The association may seek any appropriate relief, including monetary damages, reasonable attorneys' fees, and court costs. Failure by SMHOA/PMC to enforce any provision of these Rules and Regulations at any time shall not constitute a waiver of its right to do so in the future.

### **13.2 Notice**

All complaints by a property owner/resident regarding another property owner/resident or the SMHOA/PMC must be submitted in writing to the SMHOA/PMC. The complaint should clearly outline the nature of the issue, including all relevant details such as who was involved, what occurred, when and where the incident took place, and how it transpired. If applicable, the complaint should also reference the specific rule(s) believed to have been violated. If a crime has been committed or personal bodily harm or injury is involved, law enforcement should be contacted immediately.

### **13.3 Response and/or Investigation.**

If SMHOA/PMC finds itself in disagreement regarding the validity of a complaint, it will provide the complaining property owner/resident with a written statement outlining its position on the matter, along with any relevant interpretation of the applicable rules. Should SMHOA/PMC deem the complaint deserving of further investigation, it reserves the right to request a written response from the resident alleged to have violated the rules or to conduct its own independent inquiry into the complaint. If the written statements from the involved parties and the findings from SMHOA/PMC's investigation substantiate that a violation has occurred, SMHOA/PMC will issue a written notice of violation to the property owner/resident in question. The property owner/resident will then be required to rectify the violation, pay a fine and/or provide restitution for any damages caused within the timeframe specified in these Rules and Regulations, but no later than thirty (30) days from the date of the notice of violation.

## **Section 14. Miscellaneous**

### **14.1 Amendment.**

SMHOA/PMC reserves the right to amend all or any part of these Rules and Regulations to such an extent and with such language as may be required to clarify a rule, comply with all federal, state, and local laws, codes, ordinances, or regulations, or when SMHOA/PMC in its sole discretion determines amendment is necessary to meet the need of the property owners/residents and within the discretion of the current Bylaws.

SMHOA/PMC will provide all property owners and residents with a copy of any changes to these Rules and Regulations at least thirty (30) days before they take effect.

Property owners/tenants may request a copy of current Bylaws, CCR's, as well as Rules and Regulations during normal business hours Monday through Friday, which can be emailed at no cost or if requesting a hard copy, will be provided for a minimal fee.

### **14.2 Assignment.**

SMHOA/PMC reserves the right to assign these Rules and Regulations to any successor/owner of the Subdivision, and they shall remain in full force and effect and binding upon the respective parties.

### **14.3 Severability.**

If any provision of these Rules and Regulations is held invalid or conflicts with any other law, such invalidity or conflict shall not affect the validity or enforceability of any of the other provisions thereof.

### **14.4 Remedies Cumulative.**

The rights of SMHOA/PMC contained herein are cumulative and not exclusive.

### **14.5 No Waiver.**

Failure of SMHOA/PMC to exercise any right shall not forfeit that right or any other right.

### **14.6 Delivery of Notices and Documents.**

Any written notice or other documents relating to or required by these Rules and Regulations may be delivered either electronically, by mail or hand delivered. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after deposited in the United States mail, postage, prepaid, addressed to a property owner/resident at the address of any lot or any other address last furnished by a property owner/resident to SMHOA/PMC. It is the property owners/resident's responsibility to ensure SMHOA/PMC has their most current and accurate mailing address.

### **14.7 Headings and Construction.**

All captions, titles, or heading used in these Rules and Regulations are for convenience and reference only and do not constitute matter to be construed in interpreting these Rules and Regulations. Words of any gender used in this Declaration shall be held and construed to include any other gender. Words in the singular shall include the plural, and words in the plural shall include the singular, unless the context requires otherwise.

#### **Violation of Rules Fine Schedule**

1. **First Violation:** Upon the first violation of any rule or regulation, the property owner will receive a written warning detailing the nature of the violation and the relevant rule. The property owner will have 5 (five) days to rectify the violation.
2. **Second Violation:** If the same rule is violated a second time, a fee of \$20.00 will be assessed to the property owner.
3. **Third Violation:** A third violation of the same rule will result in an additional fee of \$20.00. The monthly \$20.00 fine will continue to be assessed until the property owner is no longer in violation of the rule.
4. **Cost of Remedy:** If the SMHOA/PMC is required to incur costs to address a violation of a property owner's responsibilities, the property owner will be issued an invoice for those expenses and will be required to pay the bill.

All assessed fees for violations will be included in the property owner's monthly dues invoice. Continued violations may lead to further action as determined by SMHOA/PMC.