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***NOTE**: Forms found in this section are <u>not</u> to be used. They are numbered pages and must remain a part of these official documents. Please request forms for use from the Association.*

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INTRODUCTION

This Architectural Design Policy includes procedures and guidelines to assist the Board of Directors and their designees and owners through the architectural review process. It supports the architectural restrictions contemplated by the governing documents that bind each property owner.

This process is essential to the goal of creating and preserving a community that is attractive, livable and to protect property values.

The Board of Directors will maintain responsibility for architectural control. A Buildings and Grounds Committee will exist and only be called upon when a need exists, i.e., to research and plan for long term projects, i.e., painting or roofing of buildings, or address landscaping. This committee will focus on buildings, grounds, landscaping, or other such designated issues.

1. ARCHITECTURAL REVIEW

1.01 Responsibilities. In accordance with authority granted to the Board of Directors in the governing documents, an Architectural Control Committee (constituted as the Board) shall be appointed whose primary duty shall be as defined above. This committee will act in accordance with the provisions of the governing documents and this Architectural Design Policy. Records of this process will be kept and filed for a period of not less than two years after said improvements are completed.

1.02 Policy. All owners must meet with the Board of Directors prior to commencement of any construction. This will ensure compliance with the design requirements, policy, and construction work. The Board of Directors will review plans, materials, site plan, and colors. No construction or initial landscaping of any kind shall be commenced until plans and specifications have been submitted to, and approved in writing by the Board of Directors.

General land use requirements and building codes are established and compliance with them is a service of the township building department. The homeowners association assumes no responsibility for the structural integrity, safety features, mechanical operation or building code compliance of the proposed construction.

1.03 Board Discretion. This policy does not cover every possible situation that may require Board approval. As it applies, the Board is authorized to exercise discretion in approval or disapproval of a specific proposal. This approval does not constitute a precedent for future requests.

2. PLAN SUBMITTAL PROCEDURES

2.01 Procedure. All proposals for construction on any Unit must be submitted to the Board with a completed Application at least 45 days prior to the start of the proposed action. A completed Application shall mean two (2) copies of:

a) plans and specifications complying with the published checklists of the Board.
b) completed Application Forms

The Board shall have thirty (30) days to review a submittal. After review, one copy of the submittal will be retained by the Board for their files. The other will be returned to the applicant with one of the following:

- "Approved" (project approved as submitted)
- "Approved as Noted" (subject to conditions noted)
- "Not approved" (reasons noted on drawings and forms)

An incomplete submittal will be returned to the applicant marked "Not Approved." It is the owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

2.02 Standards. All plans shall use (1) the applicable standards established by the governing documents for density, building type, set–back requirements, utilities and placement, and other exterior characteristics, and, (2) the design criteria of this Architectural Design Policy to preserve consistent external appearance, design and compatibility with existing structures.

All plans shall be of professional quality with sufficient detail to clearly define the proposed project. Plans for new home starts shall be designed by architects or professional building designers.

2.03 Completion. New home construction shall be completed within one year after issuance of a building permit.

Failure to complete project or new home construction within the prescribed time will result in penalties as prescribed in the Schedule of Fines. The Board may grant an extension due to extenuating circumstances brought to its attention.

2.04 Appeal. An applicant may petition the Board for a review of the Boards decision by submitting a written statement to the President of the Board, explaining the issue and the proposed solution. A majority of the Directors must agree that a review is appropriate and will notify the applicant within 30 days after the applicant's statement is received of the acceptance or denial of the petition, and any conditions. The Board may set procedural limitations for the review, including restricting the scope of the review to specific issues.

2.05 Enforcement Process. Violation of the Architectural Review Policy may be reported by any owner in writing to the Board of Directors. Violations will generally be processed in the following manner but some circumstances may require a different action:

(a) The Board of Directors, or their designee will carefully inspect the alleged violation

(b) If the Board determines that the alleged violation requires corrective action two letters (second by registered mail) seven (7) or more days apart, will be sent to the violator by the Board. The letters will clearly state the nature of the violation and the proposed corrective action to be taken and establish a timeline, such as 60 days, for completion.

1. If no satisfactory response is received within fourteen (14) days of the second letter the Board will take further action.
2. The Board may decide to have the work done and assess the unit owner for the cost and any associated legal fees.

3. DESIGN REQUIREMENTS.

3.01 General. Living Units shall be of an attractive and high quality architectural design that is compatible in external appearance, design and quality with existing structures.

(a) Design: Homes on Upper Ridge Road in view of each other must have the same floor plan (including flipped plan) and the same street–front elevations as appear in the Declaration.

(b) Setback: Homes on Upper Ridge Road (side by side) must be constructed at the same set–back distance from the street, measured from the farthest frontal projection of the structure. A variable setback distance of at least two (2) feet is allowed.

3.02 Building Sites. All structures shall be constructed within the following minimum setback requirements**:**

(a) Street Front: twenty (20) feet from property (plat) line.

(b) Side: thirty (30)feet from property (plat) line. Variance may be allowed.

(c) Rear: fourteen (14) feet from property (plat) line.

(d) Corner Units: twenty (20) feet on driveway side, twelve (12) feet on adjacent street side.

3.03 Drainage. Roof gutters are required on all structures and must be properly drained according to building code.

3.04 Driveways. Driveways and walks may not be dirt or-gravel. Driveways and walks shall be in and completed within 2 years of occupancy.

3.05 Impervious Surfaces. Not more than seventy percent (70%) of any unit/plat shall be covered with an impervious material (homes, decks, patios, walkways, driveways, and other permanent materials).

3.06 Garages. Each Unit shall include a garage designed to enclose a minimum of two (2) vehicles and shall not have more than three (3) separate garage doors. Garage doors shall be of standard solid panel construction, which will conceal the contents of the garage. Garage doors should be kept closed except when access or an activity requires them to be open. The structure shall relate to the dwelling in respect to character, material, and finish. Carports and unattached garages are not permitted.

3.07 Retaining Walls. The Board must approve all retaining walls. There are several approved designs and materials available upon request. The Board will consider other designs and materials on a case by case basis. No fences or walls are permitted, except retaining walls.

Retaining walls constructed along rear or side property lines shall be cast–in–place concrete and block masonry landscaping units. The 3–foot height limitation may be waived if site conditions require a higher wall. Wood retaining walls are not permitted.

3.08 Porches, Decks and Patios. All porches**,** decks and patios shall have an appearance consistent with the dwelling. No porch, patio or deck shall extend closer than eight (8) feet of any lot line. Porches or decks, which are constructed above ground must be finished to the ground with materials compatible with the deck or the dwelling or be landscaped.. Patios shall be concrete slabs on grade on Upper Ridge Road only.

3.09 Porch, Deck and Patio Covers. All covers must be of a design complementary to the dwelling and approved by the Board.

(a) New Home. All permanent porch, patio or deck covers with solid roofing must be constructed of the same materials and the same roof pitch as the Living Unit.

(b) Add–Ons. Wherever structurally and functionally possible, all covers shall meet the same requirements as New Home Starts. Where not structurally or functionally possible, add–on covers shall be professionally designed with soffit and fascia that conceal the slope and roof material from a ground level vantage point.

(c) Awnings. The Board must approve all awnings for decks. Fabric type retractable awnings must be compatible with the living unit and will be considered on a case by case basis. The fabric must be of a color compatible with the dwelling trim color. Retractable awnings shall not have pole supports. The Association shall not be responsible for

maintaining or replacement or repair of awnings. Window awnings are not allowed. Insurance coverage for awnings must be maintained by the unit owner.

(d) Sunrooms, Solariums and Gazebos. All such structures must be approved by the Board and must be of a design that is compatible with the dwelling. Only professionally designed or pre–engineered structures will be considered. Design criteria considered includes location, function, shape, size, material, color, placement and visibility from adjacent properties. Gazebos are limited to Lower Ridge Road.

(e) Free–Standing Tent Structures are allowed only on a temporary basis (4 days maximum) for special events.

3.10 Exterior Walls. The front elevation of each dwelling shall have design features that are consistent with other homes. Approved wall materials are: wood products such as beveled siding, shakes, and tongue and groove vertical siding; brick or stone; chemplank, and hardiplank. Plywood as a finish siding is not permitted. Combinations of wood products and masonry are required. Other siding materials will be judged on merit after a review of samples. Side and rear elevations shall be of the same or compatible materials as front elevations. All exterior walls shall be stained with a compatible color or painted within 12.months of occupancy.

3.11 Exterior Colors. All exterior colors, including colors of all doors and trim, must be aesthetically compatible with existing development. Bright or high intensity colors will not be permitted. Accent colors must be compatible with the field color.

3.12 Roofs. All roofing materials and configurations shall be compatible with existing homes. All materials will be judged on their merit on a case by case basis and must be submitted to the Board for material, color, and texture approval. Three dimensional asphalt shingles, cedar shake, or slate roofing will be required.

3.13 Service Areas. The following types of service areas shall be placed in a suitable location: firewood storage, swing sets, or other playground equipment, basketball hoops, picnic tables, barbecue pits, and arbors. Charcoal grills are not allowed on upper decks on Upper Ridge Road.

3.14 Poles and Antennae.

(a) Exterior poles and towers for radio or television antennae are not permitted.

(b) Free standing flag poles are not permitted on Upper Ridge Road except at the entry.

(c) Satellite Dishes. All satellite dishes shall be mounted consistent with present installations as high as possible and away from the front of the building. Satellite dishes larger than one (1) meter are not permitted.

3.15 Heating and Air Conditioning Equipment. Outdoor air conditioning units shall be placed to minimize noise to adjacent dwellings. Use of solar-heating systems is not permitted.

3.16 Building Size. Design considerations for new houses on Lower Ridge Road shall include compatibility to the natural setting without dominating the surrounding homes

The minimum size for a house excluding garage, shall be as follows:

(a) single family detached Living Units (ranch one story): 1,750 square feet;
(b) single family detached Living Units (two story): 2,200 square feet with 1200 square feet minimum on the first level.

3.17 Basketball Backboards. Basketball hoops are not permitted on Upper Ridge Road. Playing basketball on Lower Ridge Road shall be permitted.

4. CONSTRUCTION STANDARDS

4.01 (a) Common Property. Owner, his contractor or any other person associated with construction of the house may not damage the surface of the Common Property during construction, or use any portion of the Common Property for storage or other activities relating to construction. Roadways and adjoining units shall be kept clean and free of debris (and roadways free of mud on a daily basis) arising from construction activities on a Unit.

(b) Construction Sites. Owners, Contractors and others, shall keep a clean construction site. All construction debris, lumber remnants and scrap materials shall be removed from the site after each phase of work such as foundations, floors, walls, roofs, etc. and in no case allow the accumulation of more than one week's debris.

In lieu of removal from the site, the Board may authorize the use of a "Dumpster" if placed on the lot. Chemical toilets shall be placed on the construction Unit, not in the street or on the walk. Dogs, drugs, alcohol or loud radios are not permitted on the job site. Violators will be required to leave.

(c) Noise Control. Contractors, unit owners and others, shall restrict all noise–producing construction activities to the following hours:

- Monday through Friday 6:00AM to 7:00PM
- Weekends and Holidays 9:00AM to 5:00PM

4.02 Enforcement. If, as a result of construction activities on a Unit, violations of 4.01 (a) or (b) occur, then in addition to any other remedies permitted by the governing documents and law, the Association may correct the violation, charge the Owner of the Unit for the cleanup and or repairs (payable on demand), and place a lien on the Unit to secure payment.

5. LANDSCAPING POLICY

5.01 Landscaping Design. All Units shall be landscaped in a manner that is harmonious and compatible with the overall landscaping policy. On Upper Ridge Road all plantings, either original, additional, or changes, should follow the landscaping design policy and utilize the *Landscaping & Exterior Structures Request Form.* On Lower Ridge Road residents are exempt from submitting the *Landscaping & Exterior Structures Request Form.* Lower Ridge residents will utilize the *Landscaping & Exterior Structures Request Form* only when the homeowner is ready to initially landscape. This may occur after the home is under construction.

5.02 Landscaping Maintenance. Each Owner on Lower Ridge Road shall maintain their lawn, landscaping and yard area in an attractive appearance and free from weeds, crab grass, bald patches, dead spots, insects and diseases. Each Owner on Lower Ridge Road shall provide for the timely replacement of lost plants, barkdust or ground cover, and trimming and pruning of plants to prevent an overgrown look.

On Upper Ridge Road these items are the responsibility of the Association. In addition, hoses and sprinklers may not be left on common or limited common area, such as grassy areas, driveways, or sidewalks, when not in actual use. The hoses must be in hose containers or on a reel or recoiled (if coiled hose) and stored inconspicuously in flower beds, on decks or patios, or in the garage.

All plantings should be well balanced and harmonious.

Finally, if any items such as but not limited to those listed above, are left on limited or common limited area, and cause damage to equipment utilized by contractors under agreement with the Association, repair or replacement of the equipment and any other damage will be the sole responsibility of the unit owner.

5.03 Street Trees. The Association shall maintain and replace any street trees planted on Common Area. Before tree planting, consult Diggers Hot Line.

An owner may request to plant trees on the common area. This will require utilization of the *Landscaping & Exterior Structures Request Form*.

5.04 Mail boxes and Newspaper Receptacles. Mailboxes and newspaper receptacles on Upper Ridge Road shall all be approved by the Architectural Committee (Board).

5.05 House Numbers. House Plans must show a location and style for house numbers. The house numbers must be clearly readable from the street, but not so large as to be out of proportion to the structure, and compatibility to the overall design of the new structure and existing structures.

5.06 Exterior Lighting. Type and placement of exterior lighting devices must be approved by the Board. The main goal is to restrict glare and annoyance to adjacent property owners.

5.07 Units with Individual Houses. Each landscaping plan shall contain an adequate number of plantings to create a complete effect at the time of initial installation. Extensive areas of sparsely planted shrub beds covered with bark dust or similar materials will not be permitted. Colors of rocks used for ground cover must be neutral. For example, each yard should include:

- Two trees of 1–3/4" to 2" caliper.
- Twelve 5 gallon plants.
- Ten 1 gallon plants.
- Ground cover and flowers in any flower beds.

Mounding limited to three (3) feet is permitted as long as properly contoured for drainage, however, water runoff onto neighboring property should be prevented as much as possible. All Units shall be landscaped in compliance with these requirements within twelve months after completion or occupancy of the house, whichever comes sooner, unless a written waiver is granted by the Board.

5.08 Vacant or Unfinished Units. All vacant Units and Units with partially constructed improvements shall be kept clean of construction materials, equipment, and other debris such as grass and shrub clippings, that would be unsightly or prevent or hinder mowing. At the discretion of the Board, noxious weeds and thistles may be removed and mowing may be completed by the Association at the expense of the owner.

5.09 Ornamentation. Excessive yard ornamentation will not be permitted on Upper Ridge Road. This Section shall *not* apply to seasonal holiday ornamentation which shall be removed within 45 days after the holiday.

On Upper Ridge Road all ornamentation and flower containers shall be removed from walks and driveways by November 1st each year to facilitate snow removal.

ROLLING HILLS ESTATES CONDOMINIUM ASSOCIATION, INC.

NEW CONSTRUCTION
OR
ALTERATION TO EXISTING CONSTRUCTION

APPLICATION FORM

The Board and the Architectural and Grounds Designees as provided for in the governing documents, exists to maintain high standards for design, development and maintenance of houses and units. When an Owner wishes to construct or remodel a house, application must be made to the Board using this form. (Two copies are required) The information will provide the Board with the information necessary to review the proposed construction for compliance with the Architectural Design Policy.

Applications must be submitted to the Board 45 days prior to the anticipated start date.

Address_____City Pt. Washington State WI ZIP 53074

Submittal Date_____200___Anticipated Start Date_____200____

Square Footage of Lot:_____ Square Feet of House_____ One Story Two Stories

Property Owner(s) _____

Address_____City_____State____ZIP_____

Home Phone: _____ Business Phone_____

Architect/Designer_____ Phone_____

Contractor/Builder_____ Phone_____

Type of Submittal: (circle) New Construction Alterations/Remodeling

Description of Proposed Work:

CHECKLIST

All the following applicable items must be included with Applications for review by the Board. Please check off each item. If an applicable item is not included, the Application will be returned for completion.

a) SITE PLAN (Include the following information)

- ❑ 1. Minimum Scale 1/8 inch = 1 foot
- ❑ 2. Building location(s) Include garage, decks and patios.
- ❑ 3. Property lines and setbacks (distances to structures)
- ❑ 4. Topography
- ❑ 5. Utility locations — Cable, well, utility pedestal, and septic system
- ❑ 6. Driveways
- ❑ 8. Outdoor Lighting, including location
- ❑ 9. Special setbacks or easements.
- ❑ 10. Construction staging and access areas.
- ❑ 11. Arrow indicating North

B. FLOOR PLAN

- ❑ 1. Minimum scale: 1/4 inch = 1 foot.
- ❑ 2. Exterior door and window openings.
- ❑ 3. Exterior walls and partitions.
- ❑ 4. Exterior stairways.
- ❑ 5. Exterior lights.
- ❑ 6. Decks, patios and porches.
- ❑ 7. Electrical and gas meter location.
- ❑ 8. Type and location of heating and cooling system.
- ❑ 9. Arrow indicating North

C. ELEVATIONS

- ❑ 1. Scale (Min. 1/4 inch=1 ft), all elevations.
- ❑ 2. All exterior features; doors, windows, roof, siding, trim, foundations, railings, house numbers, etc.
- ❑ 3. Note all materials.
- ❑ 4. Finish floor line and elevation, and proposed finish grade elevations.

D. BUILDING MATERIALS

- ❑ 1. Brick, Stone
- ❑ 2. Roofing, type, material, color. Must utilize dimensional.
- ❑ 3. Exterior openings
  - a. Doors (materials, finish)
  - b. Windows (no mirrored glass)
  - c. Skylights (materials)

RECOMMENDATION OF THE ARCHITECTURAL CONTROL COMMITTEE:

_____Approved (project approved as submitted)

_____Approved as Noted (subject to conditions noted on drawings and forms)

_____Not approved (reasons noted on drawings and forms)

APPROVAL OF THE BOARD OF DIRECTORS

_____ _____

President Date

ROLLING HILLS ESTATES CONDOMINIUM ASSOCIATION, INC.

AGREEMENT FOR NEW CONSTRUCTION OR ALTERATIONS TO EXISTING CONSTRUCTION

As a property owner or prospective homeowner, I/We have read the current Architectural Design Policy and Application forms and fully understand the requirements.

I/We understand that any exterior changes to the approved plans must be submitted to and approved by the Committee prior to implementing the change.

I/We understand that by signing this agreement, specific permission is granted to the Committee and/or its agents to enter the property at reasonable times to inspect for compliance.

I/We understand that the surface of the Common Property must not be damaged or disturbed during construction or used for other activities relating to construction without the written permission of the Committee.

I/We understand that mud and debris which accumulates on the street as a result of the construction must be removed promptly or by the end of each day, whichever comes first. If not removed promptly, the Association may have it removed and the cost charged to Me/Us.

I/We understand that to enforce its standards, the Association may seek injunctions from a court of law and other legal remedies.

OWNER SIGNATURES (all owners must sign)

Owner _____ Date_____, 200___

Owner _____ Date_____, 200___

REPRESENTATIVE OF PROPERTY OWNER

I certify that I am a authorized representative of the above named property owner and have the power to act in his/her/their behalf. In addition, I have made the owner(s) aware of all the above stated requirements.

Representative_____ Date_____, 200___

RECOMMENDATION OF THE BOARD

_____Approved (project approved as submitted)

_____Approved as Noted (subject to conditions noted on drawings and forms)

_____Not approved (reasons noted on drawings and forms)

APPROVAL OF THE BOARD OF DIRECTORS

_____ _____

President Date

ROLLING HILLS ESTATES CONDOMINIUM ASSOCIATION, INC.

LANDSCAPING & EXTERIOR STRUCTURES

REQUEST FORM

Submittal Date_____, 200___ Anticipated Start Date_____, 200___

Property Owner(s) _____

Address_____City Port Washington State WI ZIP 53074

Home Phone: _____ Business Phone_____

Landscape Designer_____ Phone_____

Contractor/Builder_____Phone_____

Type of work to be done:

- ❑ Plantings/new beds
- ❑ Privacy screen
- ❑ Fountain
- ❑ New Yard
- ❑ Sculptures
- ❑ Patio/Deck
- ❑ Other_____

Description of Proposed Work:

Please submit to the Board of Directors at least 4 weeks prior to anticipated start date:

a) two (2) copies of the Request Form and

b) two (2) copies of the drawing of plans, including placement in relationship to the home

RECOMMENDATION OF THE BOARD

_____Approved (project approved as submitted)

_____Approved as Noted (subject to conditions noted on drawings and forms)

_____Not approved (reasons noted on drawings and forms)

APPROVAL OF THE BOARD OF DIRECTORS

_____ _____

President Date

ASSESSMENTS AND COLLECTION POLICY

PAYMENT SCHEDULE

1. Monthly assessments are due and payable in advance or on the 1st of each month.

2. Special assessments are due and payable on the date determined in the notice by the Board of Directors.

3. Assessments must be paid even if the owner is not using or has moved out his/her unit.

DELINQUENCY NOTIFICATION PROCESS

4. For all balances that are ten (10) days past due, the following notification process applies:

   FIRST NOTICE. *First Notice of Past Due Charges* including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail to an owner whose balance is ten (10) days past due.

   SECOND NOTICE. *Second Notice of Past Due Charges* including detail of assessments, late fees, NSF charges, interest and other charges that apply will be sent by First Class Mail *Certified with Return Receipt Requested* to an owner whose balance is thirty (30) days past due.

   This is a *10 Day Demand for Payment* and includes *Notice of Intent to Lien* at sixty (60) days past due. A lien will be filed after 60 days plus 5 days for demand payment. Notice will include intent to turn the matter over to an attorney for collection enforcement if balance is not paid within 10 days. Send Registered mail

LEGAL SERVICES.

5. If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees and related costs.

   Attorney actions include but are not limited to filing a lien against the owner's property, a personal judgment against the owner, and property foreclosure.

LATE FEES, NSF & INTEREST CHARGES

6. Any balance older than 30 days will incur an interest charge of 14% per month until paid.

   A 14% rate of interest which is two (2%) percent higher than the rate prescribed by the Wisconsin Statutes sec. 815.05 (8), to be collected upon execution upon judgments, which is 12%.

7. Payments received shall be first applied to assessments owed, then to late charges, interest, or collection expenses.

BURNING AND/OR REMOVAL OF TRASH OR OTHER GARBAGE

1. There shall be no burning of trash, garbage, or other household waste from any source, including construction, on common or limited common area.

2. All trash, garbage, debris, and other non–wood waste shall be removed from the property either by the unit owner or other contractor on a regular basis.

3. Any such trash, garbage, or other waste from any source, including construction, shall be contained at all times to prevent items from being blown around or otherwise disbursed onto common or limited common area and shall be removed regularly and not be allowed to build up for more than two weeks.

   Containers must be removed or emptied when contents rise to the level of the top of an open container, except in the case of items put out just before regular weekly collection.

4. Burning of raw wood is allowed under guidelines of the Town of Port Washington and may be burned on our property for recreational fires in appropriate settings, i.e., fire pits, and must be attended at all times; wood that is pressure treated, painted or stained, or any other woods that are not raw wood, may not be burned on common or limited common area.

CERTIFICATE OF FINANCIAL STANDING

1. A fee of $5.00 will be charged for providing in a timely manner a *Certificate of Financial Standing* which verifies that assessments have or have not been paid as assessed by the Association.

2. The amount of the fee may be adjusted by the Board as needed.

MEMBER IN GOOD STANDING

A member in *good standing* is one whose balance with the Rolling Hills Estates Condominium Association is current or, at least, not delinquent for 30 days and who is not in violation of rules, regulations or architectural restrictions.

Members *not* in good standing will be penalized by not being allowed to vote.

NOISE, LOITERING AND LITTERING

NOISE CONTROL**.** Owners, guests and others shall limit excessive noise–producing activities to the following hours:

Monday through Saturday	8:00AM to 10:00PM
Sundays and Holidays	8:00AM to 9:00PM

LOITERING AND LITTERING**.** Loitering and littering shall not be allowed in any common or limited common areas owned by the Association and is subject to the fines in the *Schedule of Fines*.

OBSTRUCTIONS OF COMMON AND LIMITED COMMON ELEMENTS

In consideration of the responsibilities of the Association to maintain the grounds, both summer and winter, and to keep the grounds attractive and safe for the enjoyment of all, the following rules must be adhered to:

1. With respect to any drainageway, there shall be nothing done to change or block drainage or flood storage functions. Any obstruction would include, but not be limited to any form of earth movement or regrading as well as placement of permanent or temporary objects.

2. There shall not be anything kept or stored on any part of the common elements throughout the property or on limited common elements on Upper Ridge Road without prior written consent of the Association.

3. The following are not allowed:

    a) dog kennels
    b) outbuildings
    c) swimming pools

4. The following require written permission from the Association Board of Directors according to procedures described elsewhere in these documents:

    a) hot tubs
    b) swing sets of natural wood only

    For any of these items permitted by the Board of Directors, the unit owner must provide written evidence in the form of a Certificate of Insurance or such other written statement from their insurer that their insurance covers any and all liability regarding such items.

PARKING POLICY

1. PERMISSIBLE VEHICLES. Vehicles that may be parked within the community include conventional passenger vehicles and which are currently licensed and in regular use. Each resident is permitted to park no more vehicles than can be accommodated by garage and driveway.

2. RESTRICTED VEHICLES & EQUIPMENT. The following vehicles may *not* be parked either on common area, streets, or roads, or owner parking spaces:

    a) Buses
    b) Recreational vehicles (RVs)
    c) Utility trailers
    d) Campers
    e) Boats
    f) Snowmobiles, jet skis and like recreational equipment.
    g) Stored, broken down or wrecked vehicles

    Restricted vehicles and equipment *may* be parked in a resident's *garage* provided there remains adequate room to park resident's passenger vehicles in the garage or on the driveway.

    Loading or unloading of recreational vehicles (RVs) and campers is permitted subject to a 48 hour time limit.

3. MOVING VANS AND SERVICE VEHICLES. Commercial vehicles including, but not limited to, delivery trucks or vans, special use trailers, or vehicles adapted to a business use, like a pickup truck that has been fitted with special racks to hold material and tools shall not remain parked in the community longer than a 12 hour period.

4. GARAGE USE. Garages are to be used for vehicle parking. Personal property storage is allowed provided the garage door remains closed other than when in use. No conversion to living space is allowed if vehicles are displaced to the driveway or street.

5. GUEST AND RESIDENT PARKING. Since guest parking is limited or unavailable, residents must first provide room in their own driveways, so that guests do not park on the road.

    Parking on roads is permitted only on a temporary and infrequent basis and in such a manner so as not to block passage by cars parking across from each other. *If passage is prevented for other unit owners or emergency vehicles, fines are doubled.*

6. SNOW REMOVAL. Unit owners who park vehicles on their driveway during a snowfall, impairing removal of snow by the Association snow removal contractor, shall be responsible for snow removal and/or salting on their driveway.

PETS

1. Only traditional household pets like dogs, cats, birds and fish are permitted. Animals found on farms or in the wild, such as horses, snakes, pot belly pigs, or other wild animals (as opposed to domesticated animals), are *not* permitted under any circumstances.

2. No animal shall be kept or bred for commercial purposes.

3. The following pets are *not permitted*:

   Aggressive breeds of dogs, such as but not limited to: American Pit Bull terrier, Rottweiler, wolf hybrid (wolf mixed with any breed).

   The above are used as guidelines for whether or not to issue insurance policies and are not permitted under any circumstances.

4. Total number of dogs, cats and their offspring per residence is limited to three (3).

5. No pets are permitted to run at large. All pets must be kept restrained or on a leash and under the owners control at all times when on the limited common and common areas. The only condition under which a dog may be off of a leash is if the owner has installed invisible (electrical) fencing on the perimeter of the unit.

6. All excrement must be cleaned up in a timely manner.

7. All damage created by a pet is the sole responsibility of the pet owner or the unit owner if the pet owner is a renter. Damage to association property, common or limited common area, will be repaired by the Association and reasonable repair costs billed to the unit owner.

COMPLAINT PROCEDURE. If a pet is being offensive, the offended party should first talk with the pet owner and request correction. If the offense continues, written details should be submitted to the Board of Directors explaining the offense, time, place, pet description, pet owner's name, address, etc.

PET REMOVAL PROVISION. Pets that are in violation of Rule #1 may be required by the Board of Directors to be permanently removed from the property. In such case, the pet owner (or the unit owner if the pet owner is a renter) will be given a 30 day notice to remove the pet from the property.

REMOVAL OF BOARD MEMBER FOR "JUST CAUSE"

The Association may remove a Board member from the Board for just cause by a two thirds vote.

RENTAL POLICY AND RESTRICTIONS

1. MAXIMUM PERCENTAGE OF RENTALS. The number of units that may be rented out at any given time may not exceed twenty percent (20%) of the total number of units in the Association.

   Under hardship situations, i.e., a unit owner is called to duty in the National Guard, the Board may make an exception to this rule and consider and approve a request for rental that may then temporarily exceed the maximum percentage of allowed rentals.

2. RENTALS GRANDFATHERED. All units rented at the time this Resolution is adopted shall be permitted to continue as rentals indefinitely and will be part of the Owner Occupancy ratio. To qualify, the Owner of a rented unit must provide the Board a copy of the written Rental Agreement, tenant name and contact information within 90 days of the effective date of this resolution. If this tenant moves during the subsequent two year period, the Owner is subject to the Rental Occupancy requirements stated in this Resolution.

3. RENTAL PERIOD. Any leasing of a unit shall be for a term of not less than one (1) year.

4. APPLICATION FOR RENTAL OCCUPANCY. Any owner who desires to rent their home shall submit an *Application for Rental Occupancy* to the Board of Directors. Approval by the Board is subject to maintaining a 80% Owner Occupancy Ratio. Applications shall apply on a first–come, first–served basis except in the event of an Application received by an owner owning multiple homes. Single home owners will be given priority over multiple home owners regardless of date submitted.

   The Board will maintain an up to date written record of rental homes to substantiate the Owner Occupant Ratio and also a waiting list of owners interested (in order of application) in renting their property as necessary. Requests to the Board will be responded to in writing within 10 business days. Failure to respond constitutes approval of the application.

5. OCCUPANCY RESTRICTIONS. The number of occupants shall be limited to two (2) persons per bedroom in compliance with the existing POWT rules for our mound systems and shall all be of one family related by blood unless an exception is made by the Board.

6. DOCUMENTS TO TENANTS. Any Owner permitted to rent their property according to this Resolution must provide their tenants with a copy of the Association governing documents, rules and regulations.

7. VIOLATION AND ENFORCEMENT. If an Owner fails to submit the required Application or rents after the Board has denied an Application, the Board may assess a fine of $50.00 per day against the Owner until the rental is terminated.

8. PARTICIPATION IN MEETINGS OF THE ASSOCIATION. Renters are allowed to attend meetings and contribute to discussion as appropriate. However, a renter is not a unit owner and any non–owners may *not* vote.

   The only exception occurs when an owner gives the tenant a power of attorney, which appoints the tenant as the owner's representative to the HOA. That type of arrangement is rare because it gives the tenant some of the owner's legal rights.

   If the tenant is a relative of the owner, the owner still retains his or her rights, and the relative is treated like any other tenant and *not* allowed to vote.

9. OWNER FAILURE TO PAY THE ASSOCIATION DUES OR ASSESSMENTS. If the unit owner fails to pay the association dues or assessments, Rolling Hills Estates Condominium Associations reserves the right and the power to file a lawsuit, obtain a judgment and collect the rent to offset the nonpayment of the condominium fees.

ROLLING HILLS ESTATES CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR RENTAL OCCUPANCY

In accordance with the Rental Restriction Policy adopted by the Association on the _____ day of _____,200__, Owner is required to complete and submit this form to the Board for the purpose of approving a home rental. Approval by the Board of any rental is based on maintaining a 80% Owner Occupancy Ratio and compliance with POWT regulations.

OWNER(s):_____

Address:_____City_____State___ZIP_____

Phone: Work_____Home_____

NAME(S) OF ALL PROSPECTIVE TENANTS: _____

_____

Current Address of Prospective Tenant: _____

City_____State_____ZIP_____Phone (____)_____

Phone: Work_____Home_____

Car Make_____Model_____License Plate #_____

Employer:_____Phone:_____
(Attach separate sheet if necessary.)

Date unit will be rented: _____ of _____, 200__ Rental Lease Term: _____ years

Owner agrees that should the rental be approved by the Association, they will fully provide the prospective tenants with all association rules and make compliance of them a condition of the rental agreement. All rentals require a written agreement including this provision:

> *"Subject to all Rolling Hills Estates Condominium Association's governing documents, rules and regulations. Failure to comply with them is considered a default under the Rental Agreement which may result in termination. The prospective renter has received a copy of all association documents and rules as a condition of the agreement."*

Failure by tenants to comply with rules and regulations, and governing documents may result in fines against the Owner and mandatory eviction of the tenant. Any and all costs of such enforcement action shall be assessed to Owner. Owner has the right to appeal the enforcement action to the Board of Directors with a written request.

This application for approval applies only to this tenant. Owner agrees to submit new applications for future rentals to the Board for approval subject to rental restriction criteria applicable at that time.

***Note**: A copy of the signed Rental Agreement that includes the above three italicized sentences must be provided to the Association within 5 business days after entering into or renewing a written condominium rental agreement.*

Owner_____Unit #_____
Signature

Date:_____, 200___

RULES ENFORCEMENT POLICY

1. The Board of Directors or designee is authorized to enforce the Rules and Policies as outlined in the Rules and Regulations.

2. Rules or Policies violations are to be reported to the Board of Directors or designee in writing to the Association mail box at 3000 Upper Ridge Road and signed by the complainant or violations can be submitted via e–mail. The complaint will be investigated as soon as possible.

3. If the report of violation is accurate, written notice will be sent to the Owner. The first notice of violation will be regarded as a warning, unless otherwise stipulated in the Association Rules, except for assessments made by the Association.

4. If a rule violation is not resolved within a timely basis, the Board will take appropriate action.

5. All fines are subject to the *Assessment and Collection Policy* if unpaid.

6. APPEAL PROCESS. Any unit owner receiving a *Rules Violation Notice* who believes no violation occurred, may submit a written explanation to the Board of Directors (or designee). The owner will be given an opportunity for a hearing and no enforcement fee will be imposed until after the hearing.

SCHEDULE OF FINES

1. The Board of Directors or designee is authorized to enforce timely assessment payments from owners or renters, compliance with Rules and Regulations and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family and renters who are in violation.

   Where fines are listed as both *per occurrence* and *per day*, the *per occurrence* fine is a one time only fine; when the *per day* fine is also listed, it applies for each successive day the violation remains.

2. Fines for specific offenses are:

   Schedule of Fines

Architectural (Failure to complete project or new home construction within the prescribed time.)	$50.00 per day	$50.00 per occurrence
Attorney Fees	See Collection Policy	See Collection Policy
Interest Charge	See Collection Policy	See Collection Policy
Late Payments	$_NA_ per day	$20.00 per occurrence
Loitering & Littering	$_NA_ per day	$25.00 per occurrence
Maintenance	$25.00 per day	$25.00 per occurrence
NSF Checks	$30.00 per day	$30.00 per occurrence
Noise	$_NA_ per day	$25.00 per occurrence
Parking *(Parking Fines are doubled if emergency vehicles or other unit owners are blocked.)*	$25.00 per day	$25.00 per occurrence
Pets	$20.00 per day	$20.00 per occurrence
	$50.00 per day for repeated occurrences and failed deadlines	
Rental Issues	$50.00 per day	$50.00 per occurrence

3. All unpaid fines are subject to the COLLECTION POLICY and shall be an assessment against the owner's unit and subject to all lien and collection powers of the Association.

4. APPEAL PROCESS Any owner or renter receiving a fine who believes no violation occurred, may submit a written explanation to the Board of Directors to the Association mail box at 3000 Upper Ridge Road. The owner will be given an opportunity for a hearing and no enforcement fee will be imposed until after the hearing.

   If the appeal meeting does not take place within 15 days, the matter is considered dropped. The Board's decision on the appeal is final.

TRANSFER PROCEDURES

1. Whenever a current owner receives an accepted offer to purchase their unit, the current owner/seller must provide a current copy of the following documents. Copying will be at the owners' expense.

    a) Declaration, including the Executive Summary
    b) Bylaws
    c) Amendments
    d) Rules and Policies
    e) Assessment letter
    f) Budget information
    g) Septic System information
    h) Current telephone list
    i) Board of Directors information

2. A transfer fee of $25.00 will be paid by the seller to the Association at the time of closing.