

**LONGHILL STATIONS HOMEOWNERS' ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

Section 55-513 of the Property Owners' Association Act provides that the board of Directors of an association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members.

Article II, Section 1(e) provides that the Association shall have the right to establish reasonable rules and regulations, from time to time, for the use and enjoyment of the Common Area and Properties (as defined in the Declaration), and enforce such rules and regulations against the Owners, their family members, guests and invitees.

The term Resident represents the Owner, Lessee, and/or guest of a specific house. Throughout this document the term will be used cover those residents.

**SECTION 1 APPLICABILITY**

All Resident shall comply with the Rules and Regulations as set forth herein and as the same may be amended from time to time. Resident is responsible for the actions of their residents, tenants, and/or guests and has the duty to inform such persons of the Rules and Regulations. Failure to comply with the Rules and Regulations may result in the imposition of fines to owners and/or the suspension of certain rights of the owners pursuant to Section 10 below.

**SECTION 2 USE OF PROPERTY**

- 2.1 Residential Use. Lots shall be used for residential purposes only.
- 2.2 Leasing. An Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions contained in the Declaration and Rules and Regulations, and provided that the lease agreement between Owner and Lessee shall be written, shall be for a term of not less than thirty (30) days and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and all other documents of the Association, and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.
- 2.3 Maintenance. No Lot shall be used or maintained as a dumping ground for rubbish or other material. A Resident shall keep their property in a good state of maintenance. Trash, garbage and other waste shall not be kept in or on the Properties, except in sanitary containers which shall be enclosed in a screening structure.

- 2.4 Common Area. The Common Area in the community is for the enjoyment of every Resident. No Resident shall make any private, exclusive or proprietary use of any of the Common Area. No Resident shall cause or permit any unreasonably loud noise anywhere on the Properties, including the Common Area, nor shall any Resident permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any other Resident or other person lawfully present on the Properties. No improper, offensive or unlawful use shall be made of the Common Area. No person shall obstruct any of the Common Area or place, cause or permit anything to be placed on or in any of the Common Area without the prior written approval of the Board of Directors. Nothing shall be altered or constructed on or removed from the Common Area without the prior written consent of the Board of Directors.
- 2.5 Prohibited Activities. In addition to the above restrictions, the following list of activities is prohibited on the Common Area, unless authorized by the Board. This list is not exclusive.
- 2.5.1 Use of any type of firearm, including, but not limited to, paintball guns or similar apparatus is prohibited.
- 2.5.2 Use of any type of vehicle, including but not limited to, four-wheel vehicles or other similar vehicles is prohibited.
- 2.5.3 Camping, parties, exclusive gatherings or similar type of activities are prohibited.
- 2.5.4 Motorcycles, motorbikes, mountain bikes or other similar machinery or equipment are prohibited.
- 2.5.5 Horses are prohibited.

### **SECTION 3: PROPERTY RESTRICTIONS**

The following restrictions are applicable to Lots and Common Area:

- 3.1 No window air conditioners.
- 3.2 No clothes lines, unless approved by the Architectural Review Committee.
- 3.3 No fencing shall be erected unless approved by the Architectural Review Committee.
- 3.4 No car ports shall be erected on any Lot or attached to any residence.

- 3.5 No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
- 3.6 No outbuilding shall be constructed unless approved by the Architectural Review Committee.
- 3.7 No above ground pools except those less than 12" deep.

#### **SECTION 4: VEHICLES**

- 4.1 All vehicles must be licensed, operable automobiles, mini-vans and pick-up trucks, not to exceed three-quarters (3/4) ton in capacity.
- 4.2 Inoperable or unlicensed vehicles shall not remain on the Properties for more than two (2) days unless garaged. All vehicles on the Properties must have all major body panels and doors, except tailgates on trucks, properly installed and closed.
- 4.3 No recreational vehicles, boats, jet skis, trailers, campers, mobile homes or equipment, except passenger automobiles and passenger trucks, may be parked on the streets or on any Lot within the front property set back line.
- 4.4 No major vehicle maintenance or overhaul of vehicles outside the confines of the garage is permitted.

#### **SECTION 5: PETS**

- 5.1 No animals, livestock or poultry of any kind may be kept on any Lot except dogs, cats or other household pets. Pets may not be kept, bred, or maintained for any commercial purposes.
- 5.2 Pets must be maintained by the Resident so as not to be a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, and barking, scratching or hygienic offensiveness.
- 5.3 Pet owners are fully responsible for any personal injuries and/or property damage caused by their pets.
- 5.4 Pet owners who walk their pets upon the Common Area must promptly clean up their pet's droppings in all areas.

#### **SECTION 6: POOL**

Please reference the annual pool rules for this section. The pool rules are reviewed and approved on an annual basis.

## SECTION 7: COMPLIANCE AND LEGAL ACTION

- 7.1 Applicability. All Residents, whether Owners or lessees, and their guests are subject to the Association documents including these Rules and Regulations. An Owner may be held responsible for the actions of their Resident, lessee, and/or guest.
- 7.2 Violation. When an Owner, Resident, or lessee violates any provision of the Governing Documents including the Rules and Regulations, the Association shall notify the Owner in writing. Should the violation continue for more than 10 days after the date of notice, the Association shall have the right to treat the violation as an intentional, material breach. No Association action shall be deemed an election of remedies. In the event the Association incurs costs or attorney fees in enforcing the Governing Documents, including the Rules and Regulations, the offending Owner shall be charged and such costs and/or fees shall be a lien against the Property.
- 7.3 Penalties. The Board of Directors has the power to (1) suspend a member's right to use facilities or services, including utility services, provided directly through the Association, for nonpayment of assessments which are more than sixty (60) days past due, to the extent that access to the Lot through the Common Area is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupants, and (2) assess charges against any member for any violation of the Governing Documents including the Rules and Regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

Before any such charges or suspension may be imposed, the member shall be given an opportunity to be heard and to be represented by legal counsel before the Board of Directors. Notice of a hearing, including the charges or other sanctions that may be imposed, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record at least fourteen (14) days prior to the hearing.

The amount of any charges so assessed shall not be limited to the expense or damage to the Association caused by the violation, but shall not exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of establishing, perfecting, and enforcing a lien. The hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the Association within 7 days of the hearing.

These Rules and Regulations were adopted by the unanimous vote of the Board on November \_\_\_\_\_, 2007 and shall become effective on November, 2007.

  
Secretary