

RULES AND REGULATIONS
BATCHELOR HEIGHTS HOMEOWNERS ASSOCIATION

All Owners of lots within the Batchelor Heights Subdivision shall be subject to these Rules and Regulations, the Declaration of Covenants, Conditions and Restrictions of the Batchelor Heights Subdivision (“Declaration”) and Bylaws of the Batchelor Heights Homeowners Association (BHHOA) (“Bylaws”) (collectively referred to as “Batchelor Heights Documents”). Ownership in the subdivision represents membership in the BHHOA.

1. **Acknowledgement of Documents.** All Owners shall receive one copy of the Batchelor Heights Documents. Additional copies are available for a fee of \$20 per set. Copies are on file with the President of the Association. If the homeowner chooses to lease their property, it is the responsibility of the homeowner to communicate policies to tenants.

2. **Payments of Dues and Assessments.** HOA dues and assessments are due on the 10th of each month. Late fee assessment and collection procedures are as follows:
 - 30 Days Past Due: Reminder notice sent to homeowners.
Pool key deactivated.
 - 60 Days Past Due: \$15 late fee assessed.
 - 90 Days Past Due: \$15 late fee assessed.
Lot Owner voting rights suspended.
Lien attached to the property & updated every three (3) months thereafter.
 - 120-210 Days Past Due: \$15 late fee assessed every 30 days
 - 365 Days Past Due: Small Claims suit filed against the Lot Owner.

Lot Owner is responsible for all professional, administrative and legal fees associated with the collection of their delinquent account. No Lot Owner may waive or otherwise escape liability for the assessments by non-use of the Common Area or abandonment of the Lot.

3. **Pets.** In accordance with Article VIII Section 6 of the BHHOA CC&R’s, only domestic animals are permitted on the premises. Pets shall weigh seventy five (75) pounds or less. All pets shall have proper vaccinations and health records from the pet’s veterinarian and the Lot Owner shall provide the same to the BHHOA within three days upon request. Owners shall promptly remove any animal waste in their Lots or in the Common Areas. Any Lot Owner or its Resident(s) found to be in violation are subject to a fine of \$25 per week. Lot Owners will also be responsible for any additional fees assessed by vendors as a result of violation of this policy. All pets must be supervised and under control at all times; staking without supervision is not allowed. Any Lot Owner or its Resident(s) found to be in violation are subject to a fine of \$25 per occurrence.

4. **Parking Policy.** There is no on-street parking allowed. No disabled or inoperable vehicles shall be kept on the premises for more than three working days while arrangements are being made to have the vehicle repaired or removed. Once an on-street parked vehicle or disabled vehicle is called to the attention of the BHHOA, a letter will be mailed to the lot owner. The lot owner shall have three (3) days after receipt of letter to remove/repair the vehicle. On the 4th day and every day thereafter until the vehicle is removed or repaired, a \$25 fine may be assessed to the

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Lot and shall be due and payable with the monthly HOA assessment. If the Lot Owner fails to remove or repair the vehicle within seven (7) days of receipt of written notice, the HOA shall have the right to tow the vehicle at the Owner's Expense.

5. **Noise.** All Owners shall use their Lots quietly and with due regard for the rights of their neighbors. The making of undue noise or commotion or otherwise unduly disturbing other Owners or areas as determined by the Association, shall be prohibited, and if such activity is not corrected after BHHOA has given Owner notice in writing, BHHOA may declare the Owner in default of these Rules and Regulations.
6. **Trash and Recycling Containers.** All trash and recycling containers are to be enclosed within the property at all times with the exception of the 24 hour period surrounding pick-up. Any containers found to be improperly stored are subject to fines and loss of the provided service. When a violation is brought to the attention of the BHHOA, a warning will be issued. For each and every subsequent occasion that the containers remain improperly stored, a fine of \$10 will be assessed to the Lot and shall be due and payable with the monthly HOA assessment.
7. **Speed.** Owners and their guests shall, at all times, operate motor vehicles in the Subdivision only in accordance with the posted speed limits.
8. **Clubhouse Rentals.** Every Lot Owner or tenant of the same may reserve the Batchelor Heights Clubhouse at no charge. There is a \$100.00 security deposit required at the time of rental. Non-residents shall pay a \$200 minimum rental fee and a \$100 security deposit at time of rental. No reservation shall be approved until the BHHOA receive the required deposits and the Rental Agreement has been executed. The BHHOA reserves the right to withhold rental privileges from Owners with a past due account with the BHHOA.
9. **Insurance Claim Repairs and Assessment of Deductible.** Lot Owners to be responsible for up to \$1,000 of any repairs necessitated by an event covered under the BHHOA insurance policy. If any single event causes damage across multiple Lots, the \$1,000 deductible will be pro-rated among affected Lot Owners based on the level of damage. The decision to file a claim remains at the discretion of the BHHOA Board of Directors. Lot Owners are responsible for notifying the BHHOA of any damage that may necessitate filing an insurance claim in a timely manner. Failure to notify the BHHOA may result in the Lot Owner being responsible for the entire cost of a repair.