

## Rules and Regulations

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Pursuant to Article VII, Section B of the Preserve at Nottingham's Bylaws, the Board adopts the following Rules and Regulations:

### **General Lot Use & Maintenance**

1. Pursuant to City Ordinance and the Declaration homeowners shall keep garbage and recycling receptacles stored on the interior of their garage. No receptacles should be visible from the street unless it is the day of pick up.
2. Pursuant to Section 9 of the Declaration boats, snowmobiles, trailers, grills, cars, etc. can't be stored in driveways, side/backyards of homes, or on the street; they must be in your garage.
  - a. Cars may be parked in the driveway if they are in use, but cars that are being stored (e.g., cars with covers, cars not in daily use, etc.) are not allowed.
  - b. Storage shall be interpreted to mean the placement of vehicle, trailer, etc. on the driveway of a house for more than three consecutive days for any period of time.
  - c. Boats, snowmobiles, trailers, etc. may not be stored anywhere on a Lot.
3. Commercial vehicles (larger than passenger), work trailers, and equipment shall not be parked in the neighborhood (overnight or temporarily).
4. Yards shall be reasonably maintained and issued addressed within twenty days of written notice by the Board.
  - a. Lawns must be well kept with uniform ground coverage. Grass should be kept no more than 4" high. The designated lawn area should be fully covered with grass. Any brown or bare patches should be repaired on a timely basis. Brown or bare patches exceeding 40 square feet must be repaired by sod oppose to seed.
  - b. Weeds shall be pulled, cut or treated with chemicals on a regular basis.
  - c. Dead trees and shrubs must be removed and replaced with plantings of similar size and shape.
5. Patios, decks, front door entryways, and all other outdoor areas shall not be used as storage areas at any time.

### **Architectural Control**

1. Homeowners are required to conform to the standards and procedures described in the "*The Preserve at Nottingham Homeowners Association Architectural Guidelines*". Failure to conform those standards and procedures shall subject the homeowner to the Enforcement Procedures described herein.

### **Enforcement Procedures**

The following Enforcement Procedures shall be used by the Board:

1. The Board shall send an advisory letter to homeowner's by U.S. mail upon observation of a violation of any above Rule or Regulation. The letter shall describe the corrective action expected by the Board.
2. If corrective action is not taken within five (5) days the Board shall send a second letter by U.S. mail indicating the rule or regulation the homeowner is in violation of and the corrective action expected by the Board.
3. If corrective action is not taken thereafter a member of the Board will attempt to make contact by phone or in person.
4. If no corrective action is taken within twenty days the Board may impose a fine of ten dollars (\$10) per day until corrective action is taken. Prior to imposing the fine the Board shall send notice to the homeowner indicating the imposition of the fine, the date on which the fine shall begin to accrue, and notice of the right of the homeowner to appear in front of the Board to alternatively address the issue prior to the accrual of any fine commencing. The maximum fine that may accrue on any homeowner for non-architectural related violations is 2.5 times the then current annual dues or those described in the "*The Preserve at Nottingham Homeowners Association Architectural Guidelines*".
5. In the case of cars, trailers and boats stored in violation of the Rules and Regulations the Board may additionally elect to tow the cars, trailers or boat. If a vehicle is so towed the cost shall be borne by the homeowner.

### **Arbitration**

Any party subject to the Enforcement may demand arbitration. Demands for arbitration shall be filed in writing with the other party to this Agreement. Any demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. Any controversy or claim arising out of or relating to any provision(s) of these Rules or Regulations or the breach thereof, will be finally settled by a single arbitrator. If the parties cannot agree on an arbitrator each party shall select an arbitrator and the two arbitrators shall select the arbitrator to resolve the dispute. The scope of the arbitrator's subject matter shall be limited to determine if the Board of the Homeowner's Association has acted reasonably in the interpretation of these Rules and Regulations and the Enforcement actions thereof. The determination of the arbitrator will be final and binding upon the parties to the arbitration and judgment upon the award rendered by the arbitrator will be entered in any court of competent jurisdiction. The arbitrator shall award to the prevailing party the costs of arbitration, including arbitrator fees, but excluding attorney fees which shall be borne by each party respectively and, if applicable, the reasonable fines imposed as part of the Enforcement Procedures.

These above Rules and Regulations were duly adopted at the Annual Meeting of the Association on the 20th day of January 2010.