

Martin's Bluff Neighbors Home Owner's Association

Rules and Regulations

I. INTRODUCTION

- A. The following rules were adopted by the Martin's Bluff Neighbors Board of Directors at their meeting of September 20, 2018 in accordance with Article III.C. Powers and Duties, Section 1.f. Powers of making and amending rules and regulations of the Martin's Bluff HOA Bylaws dated January 25, 2011. These Rules and Regulations become effective October 1, 2018.
- B. These Rules and Regulations have been adopted with the intent of providing the property owners of Martin's Bluff Neighbors HOA with a practical plan for day-to-day living in the neighborhood. A successful Association is a community of owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood. The goal is to maintain the property values and provide the residents with specific information.
- C. Rules and regulations are reviewed on an ongoing basis by the Martin's Bluff Neighbors Board of Directors. These rules and regulations have been put into place in order to provide a safe secure neighborhood and to protect our property values, the most vital asset of the neighborhood.
- D. This document is a supplement to the rules and regulations provided for in the Declaration of Covenants, Conditions and Restrictions for Dave's View at Martin's Bluff dated April 20, 2004 and any amendments thereafter. These rules and regulations are binding on all property owners, their families, renters and guests.
- E. It should be understood that these rules and regulations are binding to all tenants as well as owners. Any necessary action that needs to be taken will be considered a violation by **both** owner and the tenant of the property in question.

II. TRANSFER OF OWNERSHIP/DISCLOSURE

- A. Selling homeowner(s), their attorneys or their title company must submit written notice to the HOA of the sale of their home within twenty-one (21) days prior to closing. It is the responsibility of the owner to notify the HOA regarding a transaction involving their home.
- B. Selling homeowner(s) must inform the purchaser that there is a homeowner association and provide copies of the HOA documents (CCRs, Bylaws, Rules and Regulations, Collection Policy and Schedule of Fines).
- C. There is a \$100 transfer fee due to the HOA upon closing of the sale.

III. LEASING POLICY

Rules Relating to Leases, Lessees and Non-Resident Homeowners

- A. A homeowner shall not lease less than the entire home nor may the home be leased for transient or hotel purposes. Every lease must be for a minimum period of six (6) months.

- B. Every lease shall be in writing and shall contain the following: **“THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF MARTIN’S BLUFF NEIGHBORS HOME OWNER’S ASSOCIATION.”**
- C. The owner must make available to the Lessee, copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the owner and/or tenant, as the case may be. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- D. All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the property owner responsible thereof.
- E. All off-site property owners shall provide the Martin’s Bluff Neighbors Home Owner’s Association in writing or by email, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating an owner who fails to provide such information shall be assessed to that homeowner. Any owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association at least seven (7) days prior to the change occurring.
- F. Homeowner and/or tenant are responsible for his/her guests’ compliance with the Declaration, By-laws, and Rules and Regulations of the Association.

IV. Common Areas (as defined in the CCRs)

- A. Property owners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas. Those found discharging refuse, litter, debris or other objects are subject to fines.
- B. Storage of any kind is expressly prohibited on or in any common areas.
- C. No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be stored on the common areas.
- D. No plant or wildlife is to be put in the common areas without Martin’s Bluff HOA Board of Directors approval. Any additional trees, shrubs, or plantings to common areas must be approved by the Board of Directors.
- E. Property owners may not enclose any portion of the common area with a fence or other boundary.

- F. No trash, lawn waste material including weeds, grass clippings, branches, rocks or dirt is to be disposed of or left on any common area. Property owners may be fined and charged for any clean up or damage done.

V. Landscaping

- A. Property must be **regularly** cleared of weeds and debris including the drainage ditch up to the road. Weeds and debris that remain in the drainage ditch may be removed by the HOA if not properly maintained and the cost of removal billed to the property owner.
- B. Property owner is responsible to keep the entire property (lot marker to lot marker) regularly clear of weeds and debris. Failure to maintain your property will result in fines and/or the HOA billing the property owner for having the property maintained.
- C. Spring maintenance of the property must be completed no later than May 30.
- D. Some yard projects require materials such as bark, mulch or soil to be dumped on the property. These materials cannot be stored on your property for longer than 10 days unless previously approved.
- E. Landscaping plans that could affect drainage and any fencing must be approved through the MBNHOA Architecture Committee.

VI. Trash

- A. Empty containers must be removed from public view by midnight of the day of pick-up.
- B. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate.
- C. Storage of trash containers in the common areas is prohibited.
- D. Residents are requested to pick up any blowing or leftover trash not removed by trash pickup.

VII. Pets

- A. If a pet defecates on any landscaping, common area, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately.
- B. All pets must be leashed or contained when not on the owner's property. No pets may be tied up on common areas.

VIII. Vehicles/Parking

- A. 'Vehicles' refers to boats, trailers, trucks (greater than 5 ton, GV), campers and recreational vehicles. No storage of goods, vehicles, or any other equipment or device shall be permitted in open view of any lot or right of way. This provision shall exclude temporary (less than 72 hours) parking of vehicles on the property unless the owner has received prior permission from the Board to have such vehicles parked for a longer period.
- B. No street parking of any type is permitted except on a temporary basis (less than 48 hours).
- C. Owners who have visiting guests intending to stay in such a vehicle may secure written permission from the Board for a maximum period of one week. This privilege shall only exist, however, after the written permission has been obtained from the Board at least 7 days in advance.

- D. Toxic fluids from vehicles, such as anti-freeze, oil or waste water may not be discharged into the drainage systems.
- E. Speed limits in the neighborhood should not exceed 25 mph.