

**HIDDEN RIDGE II  
HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
2023**

The following are the Rules and Regulations adopted by the Board of Directors of the Hidden Ridge II Homeowner's Association pursuant to the authority granted to the Board in Article 4.4 of the Declaration of **the Hidden Ridge II Homeowners Association**.

We are living in close association with our fellow residents and common courtesy dictates that our actions not infringe on the rights of other residents. These Rules are designed to ensure that each of us achieves the maximum enjoyment of our homes. Each member of the community whether owner, tenant or guest, must abide by the standards of the community and comply with the Declaration, Bylaws and these Rules and Regulations. Adherence to the Rules will help to promote a "good neighbor" atmosphere within the community.

Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's home while they are within the boundaries of Hidden Ridge II.

The Board may impose monetary fines for Rules violations as follows:

First violation -	Shall be a warning
Second violation -	\$50.00
Third Violation-	\$150.00
Subsequent Violations-	\$250.00

Fines assessed against an Owner shall be collectible as delinquent Assessments. Fines will be payable to the Hidden Ridge II Homeowners Association within 15 days of notification.

**ARTICLE 1.0 COMPLAINT PROCEDURE AND ENFORCEMENT**

- 1.1 The Board of Directors has the authority to enforce the Rules. Please notify the Association Manager or a Board member in writing if there is a problem. The Board has delegated to the Association Manager the authority to take Rules enforcement action consistent with the Due Process Rules Enforcement Procedures, (Appendix A, attached) including contacting violators to seek compliance and issuing warnings. [Section 4.3]
- 1.2 Homeowners are responsible for the conduct of all members of their family or household and for the conduct of their tenants and guests and each homeowner and tenant are jointly and individually financially responsible for any damage done to property of other owners by any members of their family or household, their tenants or their guests. Both the homeowner and a non-owner violator may be penalized for violation of the Rules. Penalties assessed against the homeowner shall be collectible as delinquent assessments.
- 1.3 Enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations shall be done in accordance with Due Process Rules Enforcement Procedures which may be adopted and amended from time to time and may be part of the Bylaws or the Rules.

## **ARTICLE 2.0 DELINQUENCIES**

- 2.1 "Assessment" means all sums chargeable by the Association against an Owner, including without limitation regular and special Assessments, fines imposed by the Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney's fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents. [Article 7]
- 2.2 If any assessment is not paid in full within thirty (30) days after it was first due and payable, the unpaid amounts shall constitute a lien against the Lot assessed and shall bear interest from such due date at the rate of ten percent (10%) per annum (see Section 8.6 of the Declaration). [Article 7]
- 2.3 A \$35.00 NSF fee will be charged by the Property Manager to an Owner for each check returned unpaid.

## **ARTICLE 3.0 EXTERIOR CONDITIONS**

- 3.1 In order to preserve the uniform appearance of the community, the Board of Directors through the Architectural Control Committee will have the sole authority over the following [Section 5.1.1, Article 5 and 6]:

**Modifications to the exterior of existing elements and structures, including but not limited to:**

- Site Considerations and Layout
- Landscape Considerations, Layout, Type, Size, and Color
- Siding, Painting and Paint colors
- Roofing
- Entry Walks, Porches, and Decks
- Driveways
- Local Codes
- Drainage

These restrictions for alteration of the above include any alteration of the common areas and facilities without the prior approval of the Board of Directors (see Article 5.1 of the Declaration).

- 3.2 Curtains or drapes must be permanent in nature and backed with fabric of white or off-white color and blinds must be of neutral or natural color tones. Window coverings not meeting these criteria must be approved by the Board before installation. [Section 6.47]

- 3.3 No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored where visible to others. When kept on the premises, common flammable materials such as propane, lawnmower gasoline, etc., must be properly stored in appropriate containers in amounts no greater than that considered to be normal household usage. [Section 6.7]
- 3.4 No exterior clothesline shall be erected or maintained where visible from the street. [Section 6.22 and 6.43]
- 3.5 Trash Containers: Trash, garbage, recyclables and yard waste materials will be kept in suitable covered containers and will be stored out of site, in a location not visible from the street. The evening prior to collection day, up to the evening of collection day, these containers are allowed curbside. [Section 6.22]
- 3.6 Holiday lights and decorations must be removed by February 15<sup>th</sup>. Concealed lights may be left up year-round as long as cords and wires are not visible.

#### **ARTICLE 4.0 YARD MAINTENANCE**

- 4.1 The Declaration for the Hidden Ridge II community provides that each homeowner will maintain his or her landscaping. This maintenance shall include regular mowing, watering, weeding and pruning. Homeowners who fail to maintain their yards to a reasonable standard will receive a notification from the Board of Directors. Those homeowners not willing to comply with a reasonable standard set by the Board may have their landscape maintenance done by a contractor appointed by the Board and assessed for those costs. [Section 6.1]

#### **ARTICLE 5.0 INSURANCE**

- 5.1 No homeowner or occupant shall permit anything to be done or kept in the homes or in the common (or limited common) areas and facilities which will increase the insurance premiums of the Association or result in the cancellation of such insurance on any home or in part of the common areas and facilities, without the consent of the Board of Directors. [Article 15]

#### **ARTICLE 6.0 OFFENSIVE ACTIVITIES**

- 6.1 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the community except in appropriate containers and locations provided for its collection. [Section 6.7]
- 6.2 No Owner shall operate any machines or equipment in any manner which, in the judgment of the Board, causes an unreasonable disturbance to others. [Section 6.5]

## **ARTICLE 7.0 PARKINGNEHICLES**

- 7.1 No motor rebuilds, bodywork or major vehicle repairs or oil changes shall be done on the property except in enclosed garages. Owners shall be responsible for cleaning any oil drips on their driveways. [Section 6.31]
- 7.2 The Board of Directors may require removal by the owner of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or items improperly stored on the drive lanes of the community. If the same is not removed, the Board may cause removal at the risk and expense of the owner. [Section 6.2 and 6.31]

## **ARTICLE 8.0 PETS**

- 8.1 **All leash and scoop laws apply. [Section 6.8]**
- 8.2 No insects, reptiles, poultry or animals of any kind shall be raised, bred or kept for any commercial purposes in any Home or on any Lot or on any Common Area, except that domesticated dogs; cats or other usual ho use hold pets (hereinafter referred to as "pets") not exceeding two (2) dogs and two (2) cats per Home may be kept on the Lots subject to rules and regulations adopted by the Bo ard. Chickens will fall into the pet category und er the following conditions: 1. No roosters will be permitted, 2. Chickens must be retained on the owner's lot at all times. [Section 6.8]
- 8.3 Dog houses, kennels, dog runs or the like may be kept or maintained on any Lot or on the outside of any Home. Chicken coops, poultry runs, constructed methods of retention on property or the like may be kept or maintained on any Lot or on the outside of any Home. The foregoing items are acceptable so long as they cannot be viewed from the street facing any lot or from the first floor of any residence within the Plat. The materials used to construct, build or maintain any such items shall be consistent with the requirements under this Declaration and will require approval of the Architectural Control Committee prior to construction or installation. [Section 6.8]
- 8.4 All pets when outside a Home shall be maintained on an adequate leash or other means of physically controlling the pet, by a person capable of controlling the pet at all times or by a suitable invisible electronic confinement system not dangerous to humans. Pets shall not be allowed to leave excrement on any Lot or on any portion of any Common Area. [Section 6.8]
- 8.5 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to the property of another owner. Damage done by a pet to the property of another owner is a matter strictly between the pet owner and the person whose property is damaged. [Section 6.8]
- 8.6 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other homeowners unreasonably or if the owner continues to violate the Rules concerning pets, and may exercise the authority for specific animals even though other animals are permitted to remain. [Section 6.8]

**ARTICLE 9.0 Storage of Recreational Vehicles, Boats, and Trailers**

- 9.1 Recreational Vehicles, Motorhomes, Boats, Motorcycles, Trailers, and Trucks over two (2) Tons (for the purposes of this section referred to as RV's) must be stored no closer than 20' from the street and screened from view. Screening at a minimum shall consist of enclosure of the entire storage area by a 6' wood fence acceptable to the Association Board of Directors. Planting of trees to screen the RV is encouraged, but not required. [Section 6.2 and 6.31]
- 9.2 RVs shall not be more than fifteen (15) feet in height as measured on level ground. RVs greater than that height shall require approval by the Board.
- 9.3 The exteriors of RVs shall be kept in good repair, with the paint and appearance well maintained in workmanship manner. No moss or mildew shall be allowed to accumulate on the exterior.
- 9.4 No colored, vinyl or polyethylene tarps or equivalent are allowed on the RV. Only commercially manufactured coverings specific for that application in Neutral or off-white colors are allowed. Any other covering will require approval of the Board. All covers are to be maintained in good repair, with no ripped or frayed areas. Covers are to be well secured and not allowed to billow or affect other properties.
- 9.5 No temporary aluminum vinyl, or metal covers or awnings are allowed over the RV.

**ARTICLE 10.0 DECLARATION CONTROLS**

- 10.1 In the event any rules or regulation as promulgated by the Board are in conflict with any provision of the Association's Declarations, then the Declaration shall control, as it is the expressed purpose that these rules and regulations remain consistent with the provisions of the Declaration.

ADOPTION:

**HIDDENRIDGE HOMEOWNERS ASSOCIATION**

President 

Date 6/24/23

Vice President 

Date 6/24/23

Secretary 

Date 6/24/23

## **Appendix A Due Process Procedures**

### **Procedures for resolving Complaints**

This procedure establishes a way to provide a fair and meaningful system for deciding whether the Governing Documents have been violated and what consequences should be imposed in response to a violation.

### **How to File a Complaint**

A formal complaint must be submitted in writing or via e-mail. Send the complaint either to the Property Management Company or a member of the Board of Directors.

### **The Board of Directors will resolve complaints**

Once the Board of Directors receives a complaint, they will first determine if the issue is within the scope of their powers to resolve. The Board has jurisdiction when there is an accusation of a violation of the Declaration, By-Laws, or the Rules and Regulations. The Board may decline to address any complaint that does not involve a violation of the Declaration, By-Laws, or the Rules and Regulations.

### **Fact Finding**

After deciding that the Board does have jurisdiction concerning a complaint, a letter will be sent to the party accused of a violation to notify the accused of the lodged complaint. The accused will be asked to provide a response to the accusation in writing to the Board of Directors.

### **The Board Evaluates the Complaint**

The Board will evaluate the original complaint and the accused party's response. If the board does not have enough information to make a decision, the Board will ask the parties to meet and attempt to resolve the issue. If either side is unwilling to meet, the Board may offer to have a Board Member act as mediator.

### **If the Parties Cannot Resolve the Issue**

The next step will be a meeting before a Hearing Board. A Hearing Board will consist of one elected member of the Board of Directors and two volunteers who shall each be homeowners. The parties involved in the dispute will be required to state their case before the Hearing Board.

### **Procedures during a Hearing**

The procedures will be simple and informal. The person bringing the complaint will be the first to state the case. Next, the accused party will have a chance to state their case. Either party may present evidence. If witnesses to the contents of the complaint exist, they may recount any information they know or saw. Once both sides have presented their case, the Hearing Board will privately deliberate and make a decision. This may not necessarily take place on the same day.

### **Inform the Parties Involved**

The decision of the Hearing board will be sent to each of the parties in writing through the Property Management Company or directly by the Hearing Board.