

# *Bliss Woods Club*

## *Rules & Regulations*

In order to keep Bliss Woods Subdivision a pleasant place to live, keep maintenance costs down and maintain the value of the property, it is the responsibility of the Bliss Woods Club Homeowner's Association Board, the Property Manager and the Homeowners to abide by the Rules and Regulations of the Covenant of the Bliss Woods Club Homeowner's Association. These Rules and Regulation have been adopted by the Bliss Woods Club Homeowners' Association Board pursuant of the authority vested in it by Article VII Paragraph 7.01(f) the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND GRANTS OF BLISS WOODS CLUB.

The intent of these Rules is to provide an understandable practical plan for the residents of Bliss Woods Club subdivision and a practical method for dealing with violations of the Declaration or these Rules. These Rules have been developed based upon the accumulated experience of the Board and are subject to review and revision by the Board on an on-going basis.

### **General Rules**

Rules, regulations, restrictions and covenants contained in the Declaration are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations. To the extent that the provision of the applicable law, the Declaration, or the Rules and Regulations are in conflict, the provision of the applicable law shall first control, followed by the provision of the Declaration, and the Rules and Regulations, in that order.

These Rules and Regulation are binding to all Homeowners, their families, guest and/or tenants. Exceptions to the Rules must be made in writing and signed by the Board or its duly authorized agents following a detailed written request by the Unit Owner.

## **A. ASSESSMENTS AND COLLECTIONS**

1. All regular semi-annual assessments of the Association are due on the first (1<sup>st</sup>) day of each year and on July 1st. A late fee of \$45.00 will be assessed to those accounts not paid by February 1<sup>st</sup> and August 1<sup>st</sup>. Payments made on an account are first applied to any fines imposed for violations of these Rules or the Declaration and late charges and other charges imposed under the Declaration or these Rules. Only after all other charges are paid in full will the payment be applied to assessments. Owners must pay all late and other charges and the assessment in full in order to avoid further late charges.
2. Twenty five (\$25.00) dollars will be assessed for any check returned unpaid for any reason, including, but not limited to, non sufficient funds.
3. Owners who are delinquent in any payment due to the Association shall be subject to late charges and legal action at any time, all in accordance with the provision of the Declaration. Once the Board has referred a matter to an attorney, all legal fees and costs will be assessed to Owners provided in the Declaration.

## **B. CONDITIONS OF THE PROPERTY**

1. Weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any Lot. In the event the a lot owner fails to keep his lot in good condition and order and the lot is vacant, the Association may do any work necessary to put the lot in good condition and order. The Association shall assess the owner for one hundred and fifty percent (150%) of the cost of the work and the lot shall be subject to imposition of a lien for such cost in accordance with the Declaration. All such costs are due and payable within 5 days of the date the Association incurs the cost.
2. Within six months of occupancy, the owner shall landscape the Lot. At a minimum, front and side yards must be sodded; rear yards seeded.
3. No refuse pile shall be allowed to be placed or stored on any lots.
4. No trade, business or commercial enterprise of any type whatsoever shall be permitted or maintained in any residence.
5. All garbage must be placed in sealed plastic bags, lawn bags or recyclable bins or covered cans to be resistant to heavy winds. No trash, garbage or other waste containers shall be stored, kept or maintained outside a dwelling structure except within 24 hours of such days as such trash, garbage or other waste material is to be collected and removed. Waste container need to be removed from the street within 24 hours of the trash removal.

### **C. ARCHITECTURAL RULES**

1. Owners must submit request for any architectural change to the building or the lot to the Architectural Committee a minimum of 30 days prior to the desired project date.
2. If an owner makes an architectural change without receiving prior approval, the owner will automatically be fined \$100.
3. Architectural review is necessary for addition/alteration to the following: decks, patios, landscaping, fencing, exteriors of the home, garages, driveways and pools.
4. Alterations must comply with all local building ordinances. Applicable permits must be obtained.
5. Owners must submit the following information to the committee:
  - a. Plat of survey, indicating location of the addition/alteration.
  - b. Detailed drawing of addition/alteration (including dimensions).
  - c. Type of materials used (pressure treated, cedar, masonry, type of shrubbery)
  - d. Details on how the addition/alteration will be finished (stained, painted, color).
6. Fencing shall:
  - a. Be located no closer than ten (10) feet from any right-of-way,
  - b. Not be located in the front or side yards of any lot,
  - c. Except for privacy fencing, not exceed four(4) feet in height,
  - d. Be only of the following types and with minimum of 50% visibility
    - i. Post and rail
    - ii. Split rail
    - iii. Picket
  - e. Privacy fencing shall
    - i. Not exceed six(6) feet in height
    - ii. Be constructed not more than twenty (20) feet from the rear of the dwelling, but in no event within the rear yard setback and no closer than eight (8) feet from any easement under the control and care of the Association
    - iii. Be no wider than the house.
  - f. All fencing shall:
    - i. Be constructed with all posts located on the house-side with the finished side of the fence facing outward, provide, however, board on board fencing is permitted.

- ii. Be maintained in good condition and repair at all times and if the lot owner fails to maintain the fencing, the Association may perform such maintenance and repair and charge the owner of the lot one hundred fifty percent (150%) of the cost of the maintenance and repair. If the cost of the repair or maintenance is not paid, the Association has the right to issue a lien on the property. All such cost is due and payable within five (5) days of the date the Association incurs the cost.

7. Dog Runs

- a. Shall be constructed in the rear yard only and can not be closer than four (4) feet to either side of the house.
- b. Shall not exceed six (6) feet in depth or eighteen (18) feet in width,
- c. For lots 17 through 41 and 49 through 54, if the construction and installation of fencing is allowed, it is agreed that no fence can be wider than the width of the house or located further than sixty-five (65) feet from the front yard thirty foot building line. It is further agreed that any fences on these lots must comply with the fencing requirements and not privacy fencing requirements.

8. Pools

Above ground swimming pools are not allowed except children's pools that do not exceed twelve (12) inches in-depth. In ground swimming pools must be landscaped and screened and plans for pool, landscaping and screening must be approved by the Architectural committee.

9. Outbuildings

No owner shall erect, construct, place or permit and shed, storage building or other out-building upon their lot. Dog houses are not allowed.

**D. COMMON AREA**

1. No planting, landscape, or any alteration in the common area will be allowed by the homeowner.
2. No owner sign posting in the common areas are allowed.
3. No motorized vehicles allowed on the common ground.
4. No boats/ rafts of any kind allowed on the Association's ponds.
5. No swimming, fishing, skating, or boating allowed in the Association's ponds.
6. No littering of the common ground is allowed.

9. Storage of any kind is expressly prohibited on any Common Property.

#### **E. DAMAGE TO COMMON PROPERTY**

Any property which is damaged by the conduct of an Owner, or by the Owner's family, pets, guests, contractor and/or tenants will be the responsibility of the Owners.

#### **F. RULES REGARDING PETS**

1. Cats or dogs are not permitted to run at large, unattended.
2. Pets shall be controlled as not to create a nuisance anywhere in the Association. All pets must be leashed and attended at all times when on the Common Property.
3. No animal is to be allowed to disturb the peace and quiet of the neighborhood by barking, howling, whining, etc. for any extended period of time.
4. If a pet(s) defecates anywhere in the Association, the owner must clean up after pet(s) immediately.

#### **G. VEHICLE REGULATIONS**

1. No recreational vehicles, trailers, boats, tractors, trucks (vehicle with Class B plates), motorcycles, mobile homes or commercial vehicles of any type or any vehicle with lettering whatsoever are to be parked, stored or left unattended, permanently or temporarily, on any lots in Bliss Woods Club except within enclosed garages on the lots; provided that the operable automobiles being used by the owners, occupants and their invitees maybe parked on the owners' driveways and subdivision streets as permitted by law and the rules and regulation promulgated by the Association. Construction related tractors and trucks will be allowed only during initial construction of homes.
2. Vehicle parking in a manner which obstructs the sidewalk is prohibited.

#### **H. HOLIDAY DECORATION**

All holiday lights and/or decorations shall be put up no sooner than 45 days prior to the holiday. Decorations shall be removed 45 days after the official date of that holiday (weather permitting).

## **I. SALES, LEASING OR OTHER ALIENATION**

In the event that an Owner is selling or refinancing, the Owner must request a paid assessment letter from the Management Company no later than 14 days prior to date upon which the letter is needed. Additionally, the new owners or tenant must complete Attachment "A", stating that they will comply with the Declaration and Rules and Regulations prior to the issuance of the letter.

## **J. POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

1. Violation of these rules should be submitted in writing to the Management Company. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or these rules, the following shall occur:
  - a) Warning Notice. For the first violation, the Owner shall be notified of the finding by the Association, the Management Company, or other duty authorized agent that a violation has occurred. The first violation, at the discretion of the Board, may result in a warning that, if any other if any further violation occurs, a fine for the violation will be imposed. If the violation is of an ongoing nature, the Owner will be given a specified amount of time to rectify the violation.
  - b) Second Violation. For the second violation of the same rule or failure to rectify an ongoing violation within the time provided, the Owner may be assessed a fine of \$50.00.
  - c) Subsequent Violations. Subsequent violations may result in additional and larger fines being assessed pursuant to the Fine Structure listed on Attachment B hereto.
  - d) Continuing Violations. For violations of a continuing nature, the Board of Directors assumes the right to determine the appropriate fine.
  - e) Hearing. Any owner may request a hearing with the Board of Directors regarding their fine. A request for the hearing must be put in writing to the Management Company within fourteen (14) days the issuance of the fine.
  - f) Correction and Payment for Damages. For any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition of property for which the Owner has been found responsible and to pay the cost of any repairs which are made at the expense of the Association.

g) Extension Requests. In the event that seasonal or other unusual conditions prevent the correction of a violation within the time provided, a written request to extend the time for correction should be submitted to the Management Company.

h) Charges Added To Accounts. Fines and other charges or expenses which are the responsibility of an Owner will be added to the Owner's account and are due and payable immediately. Failure to pay fines can result in a lien on your property.

2. The remedies and actions set forth in these Rules are not exclusive. The Board may at any time take any action provided by law, in equity, or in the Declaration and Bylaws to prevent or eliminate thereof or of these Rules.

## ATTACHMENT A

I have received, read and will abide by the Bliss Woods Club Homeowners' Association Declaration and Rules and Regulations. Additionally, I will ensure that my family, guests, visitors and any future tenants will also follow the requirements as specified in these documents.

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Buyer's name

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Signature

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Address

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Date

**ATTACHMENT B**  
**Fine Structure**

<b>First Offense</b>	<b>Written Warning</b>
<b>Second Offense</b>	<b>\$50.00</b>
<b>Third Offense</b>	<b>\$100.00</b>
<b>Fourth Offense</b>	<b>\$200.00 &amp; Legal Action</b>
<b>Fines of a Continuing Nature- by the Board of Directors</b>	<b>Fine amount determined</b>