

RULES AND REGULATIONS OF THE 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. If the homeowner chooses to lease their property, it is the responsibility of the homeowner to communicate policies to the tenants.

2. **Payment 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 the homeowner.

\$25 late fee assessed.

60 Days Past Due, a \$25 late fee is assessed.

90 Days Past Due, a \$25 late fee is assessed.

Lot Owner Voting rights suspended.

A lien is attached to the property & updated every three (3) months after that.

120-210 Days Past Due: A \$25 late fee is 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 assessment by non-use of the Common Area or abandonment of the Lot. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum.

3. Pets.

- a.** No animals, birds, or reptiles of any kind shall be raised, bred, or kept for commercial purposes.
- b.** No animals except dogs, cats, and other common domestic household pets under seventy-five (75) pounds in weight may be kept on the premises.
- c.** All pets must always be supervised and under control; staking without supervision is not allowed.
- d.** All pet owners are required to pick up after their pets and pet owners are responsible for any damage caused by their pets.
- e.** All pets shall have proper vaccination and health records from the pet's veterinarian and the Lot Owner shall provide the same to the BHHOA within three days upon request.

4. Parking and Vehicles.

- a.** No trucks larger than a one-ton pickup may be parked on any lot.
- b.** No disabled or inoperable vehicle shall be kept on said land for more than three working days while arrangements are being made to have it repaired.
- c.** Except for the service vehicles. No parking of automobiles or trucks is permitted in the streets.

5. Trash and Recycling Containers.

- a.** All trash and recycling containers are to be either enclosed within the property or moved next to the property except for 5 pm the night before trash and/or recycling collection and then moved back to either enclosed within the property or next to the property by 10 am the day following collection.

6. Fences.

- a.** All fences are prohibited unless permitted by a vote of at least 2/3 of the lot owners.
- b.** Provided, however, that fences not to exceed six feet (6') in height may be erected between decks and patios for privacy.
- c.** All such improvements shall be located entirely within the Owner's Lot and subject to approval by the Declarant.

7. Underground Utilities. All telephone, electrical, cable television, or similar connections shall be underground unless deemed impractical by the utility company in writing.

8. Clubhouse Rentals. Every Lot Owner may reserve the Batchelor Heights Clubhouse. There is a \$50.00 rental fee. No reservation shall be approved until the BHHOA receives the required fees and the Rental Agreement has been signed. 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 are to be responsible for up to \$5,000 of any repairs necessitated by an event covered under the BHHOA insurance policy. If any single event causes damage across multiple Lots, the \$5,000 deductible will be pro-rated among affected Lot Owners. 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 promptly. Failure to notify the BHHOA may result in the Lot Owner being responsible for the entire cost of the repair.

10. Fines and Individual Special Assessments.

a. Fines. Will be at the rate of \$25 per violation per day.

b. Individual Special Assessments. Expenses attributable to an individual Lot or Lot Owner may be assessed as an Individual Special Assessment against the individual Lot or Lot Owner.