

## RULES AND REGULATIONS

(Updated and Approved \_\_\_\_\_, 2016)

***The DRCA Rules and Regulations are a compliment of the Rules & Regulations of the Big Canoe Property Owners Association to which we are all subject. Copies of all documents should be current, available and visible for all guests and tenants.***

***The following Rules and Regulations were established to provide guidelines which will allow enjoyment of the Association and its amenities as well as provide an understanding of the needs of the Association, and potential penalties for those who violate the Rules & Regulations. These Rules and Regulations, as well as authorization for enforcement, are in the Disharoon Ridge Condominium Association (DRCA) Declaration of Condominium and its Amendments and will be made available to any owner, tenant or guest. Specific relevant Articles include VIII- "Architectural Control", IX - "Responsibility of Owner", X - "Use Restrictions", and XII - "General Provisions" (the later provides for authorization to seek relief from violators).***

***Failure of an owner, their guests or tenants to adhere to any of the covenants in the Condominium Declaration & Amendments, By-Laws, and Rules and Regulations will result in punitive actions that may include fines, penalties and interest as established by the Board of Directors and will be added to the unit owner's scheduled fees which constitutes a lien established by the Condominium Declaration and Amendments.***

1. (PROTOCOL) The board has made provision for the enforcement representatives who will identify themselves as such when addressing an infraction. Any guest, tenant or owner can report a violation of the Rules and Regulations. The process for identifying and approaching a violator is to contact the DRCA President, (currently, Ernest Hensley - 678-371-2283), which will result in a personal intervention by a unit owner plus a board member.
2. As the DRCA is a self-managed entity, remedying breeches of the Rules and Regulations will follow a prescribed procedure. If a neighbor (owner, guest or tenant) is negligent in complying with the Rules and Regulations, any owner is well within their rights to provide a friendly/respectful reminder to anyone needing a correction. If an owner is not comfortable in providing guidance, a breach of the Rules and Regulations should be reported to any member of the DRCA Board. Actions to be taken will be as follows:
  - a. Friendly/Respectful notification to the owner in person or phone, and email or mail notification of the infringement and corrective action required.

- b. If corrective instruction is ignored and repeated infringements occur, the board, at its discretion, will take punitive action.
  - c. If an immediate intervention is needed, POA security and/or local law enforcement may be notified. Any cost associated with such action will be the responsibility of the owner and will be added to the owner's assessment fees.
3. Each unit owner shall be responsible, at all times for the actions of their children, pets, guests and tenants, (long term [over 30 days] or short term [30 days or less]), to abide by all of the Condominium Rules and Regulations, By-Laws, Condominium Declaration, and its Amendments and Use Restrictions of the Disharoon Ridge Condominium Association (DRCA). Any owner that has unattended guests or tenants (long term or short term) in their units must provide a written set of Rules and Regulations to the guest or tenant, preferably posted or left in plain sight within the unit for review, guidance and reference, as well as a current copy of the Big Canoe Rules & Regulations. It is the Owner's responsibility to notify and advise guests, and tenants to read and agree to abide by these Rules and Regulations.
4. Each unit owner shall have the responsibility to prevent the development of any unclean, unsightly, or unsafe conditions in their unit to include areas such as their deck, and entrance area. Failure to keep a unit in good condition may result in punitive action by DRCA Board of Directors. If a Unit Owner chooses to lease their unit, the owner is responsible for communicating relevant events of the community to their tenants. Each Unit Owner, choosing to lease their unit or any unoccupied units (no one staying overnight in the unit for 90 days) must perform a quarterly inspection of their unit to insure the tenant's/owner's compliance with all condominium documents. If the unit owner is a non-resident, the owner must have an agent/representative or a DRCA board member perform this inspection. A statement of compliance by the owner (or their agent) must be submitted to the DRCA Board quarterly for each unit leased or unoccupied as evidence of inspection and compliance. Any deficiencies noted must be corrected within 30 days of the report date. Failure to do so will result in punitive action by the DRCA Board.

5. Owners with guests or tenants are responsible for communicating scheduled maintenance visits (ex. pest control, chimney cleanout, safety inspections) to their tenants in a timely manner. Chimney cleanout is required for safety and may not be refused. Declining pest control treatment may result in adjacent unit owners within the same building having exaggerated pest infestation. Therefore, refusal of pest control treatment is discouraged and can only be declined for documented health reasons. If a unit adjacent to one that refuses pest control treatment requires more frequent/unscheduled pest control treatments because of pest infestation, the unit owner of the refusing unit will be charged for the unscheduled treatment.
6. No trees, plants, or shrubbery may be removed, pruned, cut or planted by any unit owner except as approved by the DRCA Architectural Control Committee or Landscaping Committee.
7. Owners shall be permitted to install satellite dishes in Disharoon Ridge according to FCC regulations as long as they are not visible from the parking area or front entry walkways. Satellite dishes should not be intrusive upon other owners' view, line of sight or be an eyesore in any fashion. The dish may not be more than 18 inches in diameter. Color must be flat black or painted to match the building color. No satellite dish, dish cable, or dish anchoring hardware used to secure the dish or cable may perforate the roof of any unit.
8. Each unit owner shall maintain in their unit at least one easily usable and accessible, properly functioning, fully charged fire extinguisher, (on each floor, if a multi-level unit). The extinguisher(s) must be capable of extinguishing electrical and oil based fires. Strategically placed smoke alarms in proper working order (on each floor, if a multi-level unit) shall be placed in each unit and maintained/tested quarterly.
9. In order to ensure safety and emergency access, The DRCA Board of Directors and/or their duly authorized agent shall retain a passkey to each unit. The unit owner shall not alter or allow to be altered any lock or install a new lock on any exterior door to his unit without the written consent of the Board of Directors. If such consent is given, the owner will provide the Board of Directors with a tested duplicate key for the new lock. Owners may also choose to place a duplicate key with the

POA North Gate Security office. Any owner wishing to place a duplicate key with POA Security may deliver that key to the DRCA Board of Directors who will ensure proper placement in the POA North Gate Security office. If unit access is needed at unscheduled times, owner shall be notified by the DRCA Board of unscheduled entry as a courtesy. If a key is not provided or a lock is changed and a new key or key code is not provided, the Board shall engage a locksmith to open the unit and provide a key at the owners expense.

10. Damage to the common elements caused by owner, their children, pets, guests or tenants must be repaired equal to or exceeding its original standards at the expense of the unit owner. If correction of said damage goes beyond 5 business days without DRCA Board permission, the Board may proceed with the correction and add the cost to the Unit Owner's scheduled fees.
11. No unit owner, guest or tenant shall install or operate any machinery or equipment, except normal household appliances, in their unit. No owner, guest or tenant shall use or cook using, open flame appliances such as charcoal/gas/electric grills on the decks, porches or on the common elements except as provided by DRCA for authorized residents. All reasonable caution must be used in dealing with any device or item that can possibly become a fire hazard. Individuals exhibiting carelessness regarding fire hazards will be reported to POA security/law enforcement and be subject to DRCA Board punitive action.
12. A vehicle in non-roadworthy condition may not be brought into any area of the DRCA property for any reason. No owner, guest, or tenant may perform comprehensive auto/truck repairs on the Sconti Ridge road or in the DRCA parking areas. Minor auto/truck repairs are not to exceed a total cumulative work repair time of 8 hours. If a vehicle becomes non-roadworthy while in the DRCA parking area, and if said vehicle remains parked for more than 5 business days in the DRCA parking area, it will be towed away at the unit owner's expense, regardless of vehicle ownership (owner, guest or tenant), and the DRCA Board will take punitive action.
13. Due to the shortage of parking space, only currently licensed vehicles, in good working order are allowed in the parking areas. Owner's, guest's or tenant's trailers, campers, recreational vehicles,

boats, bicycles, any type of cart, unsightly vehicles and similar conveyances are not allowed in the parking areas longer than 8 continuous hours unless approved by a DRCA Board. Owners of commercial vehicles, placed in the parking areas temporarily for construction or repair projects must notify the DRCA Board as to ownership, contact phone number and expected completion date, if vehicle placement will be longer than 8 continuous hours.

14. For all owner's, guest's and tenant's – all pets, including, but not restricted to, dogs or cats, **MUST** be on a leash at all times when outside the unit and the opposite end of the leash **MUST** be held in the hand of the pet's walker. The pet's actions and behavior must be under control by the walker. **No exceptions.** All pet solid waste must be bagged and disposed of in the pet owner's trash. Owner's shall limit the number of pets dwelling in the unit they occupy, or lease to insure the quiet nature of the DRCA community. Any nuisance, negligence, inconvenience, and/or repeated infringements will establish grounds for DRCA punitive actions.
15. All trash must be bagged and tied before being placed in the trash shed. The trash shed is for normal household trash **ONLY**. Trash is never to be placed on a deck, porch, open entrance or exit area, even temporarily, due to wildlife foraging and life endangerment. All bagged trash shall be placed behind the knee-wall in the trash shed to leave room for maintenance equipment and work space. Bulk trash items are never to be deposited in the DRCA trash shed. If you choose to recycle, recyclable items such as cardboard and glass may be deposited at the POA trash site near the North Gate at any time in the designated areas. The POA sponsors a "Bulk Trash" day on the last Saturday of each month and all Bulk trash items such as furniture, (broken or whole), scrap wood/metal from building projects, carpet/rugs, etc., must be transported to the POA dumpsters located by the North Gate for disposal on that date. Violators will be subject to punitive action by the DRCA Board.
16. As the Association is designed for close proximity to neighbors, and in accordance with the Declaration of Condominium document Section 10.05, quiet hours shall be observed beginning at 10:00pm nightly until 8:00am the next morning, except Sunday when the quiet period is extended to

10:00am. No loud devices, pet or man-made noises shall be at a level which disturbs others.

Nuisances and/or activities that adversely affect the quality of life of the DRCA residents, causing discomfort or annoyance will not be tolerated and may result in punitive action.

17. In accordance with the DRCA Declaration section 4.06, the following condominium assessment fee payment and delinquency procedure will be implemented on the date of approval of these Rules and Regulations by the DRCA Board. No DRCA board member or officer or agent thereof shall have the individual authority to grant forbearance for past due assessments, interest, fines, costs associated with collection efforts, fees or penalties which otherwise would be due.

- a. If fees are paid on a monthly basis and are paid within the first 10 days of the month in which they are due, there will be no penalty. If fees are received by the DRCA Treasurer after the 10<sup>th</sup> day of a month in which they are due, there will be a 10% penalty due and payable.
- b. If assessment fees exceed 30 days overdue, (1) the DRCA Treasurer will notify the DRCA Board by email, (2) a penalty of 18% interest per annum will be levied on all overdue fees, costs and penalties and all will be added to the overdue assessment amount. (3) A demand letter will be sent by the DRCA Treasurer to the owner of the unit stating the fee's and penalties due, to include a statement of intent to record in the public record, a notification of delinquent assessment lien on the unit if fees are not brought current within the 30 day curative period. The notification to the owner will specify all amounts due plus all costs of collection and fees (as stated in section 4.06 as amended) of the proposed recording and preparation of said notification and shall include a warning that the recording could result in possible credit rating compromise of the unit owner.
- c. If past due assessment fees exceed 60 days, (1) the DRCA Treasurer will notify the DRCA Board by email, (2) a notice of delinquent assessment lien/penalties/interest/recording fees/costs will be recorded in the public record by the DRCA Treasurer or designate. (3) A copy of the notice will be forwarded by the DRCA Treasurer to the unit owner. (4) If the owner's unit is leased, the owner and tenant will be notified by the DRCA Treasurer.

- d. If past due assessment fees exceed 90 days and there is no tenant, the DRCA Treasurer will inform the board by email of the delinquency and seek DRCA Board recommendations and approval to immediately take one of the following actions:
  - i. Begin foreclosure proceedings on the unit in arrears and shall perform any other recommendations of the Board. The DRCA Board will follow Legal advice on acquiring the unit, and will take title to the property. The DRCA Board will explore all remedies, rights and titles.
  - ii. The DRCA Board has, in its discretion, the right to defer action until an acceptable alternative is determined.

18. No owner, guest, or tenant shall carry or display weapons of any kind (guns, knives, etc.) on the common grounds or roadways of the condominium community, except to transport them, in an inconspicuous, unloaded condition, directly, and without delay, to and from their unit and vehicle.

19. Ashes of any kind must NEVER be included with normal household trash or be placed in the trash shed. All ashes from a unit's fireplace and any ashes from the charcoal grills in the common area shall be placed in the metal trash can outside of the trash shed.

**NOTICE**

Any Rule & Regulation that is deemed unenforceable shall in no way make the whole document unenforceable or any other Rule & Regulation unenforceable.