

# ASPEN GROVE ESTATES HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

1. **PURPOSE OF REGULATIONS:** The purpose and intent of these Rules and Regulations is to provide sensible and reasonable control over the use and operation of all facilities of the community, which in the opinion of the Board is necessary to protect its residents and to assure all residents insofar as possible, a pleasant community atmosphere for enjoyable living. Any capitalized, yet undefined, term used herein shall have the meaning set forth in the Aspen Grove Estates Declaration (the "Declaration").
2. **HOUSE REQUIREMENTS:** In addition to the requirements set forth in the Declaration, all houses must comply with all applicable laws, ordinances and regulations of the county, state or federal government.
3. **LANDSCAPING:** The Owners shall be responsible for the maintenance, repair and replacement of all yard landscaping for their respective property. If any portion of the property is not maintained properly, the Board may notify the Owner of such failure, and instruct the Owner to remedy such failure. If the Owner does not remedy such failure within 15 days after such notice, then the Association shall have the right to contract for the completion of the required work and levy a special assessment against the Owner for the cost.
4. **STRUCTURAL HOUSE/GARAGE IMPROVEMENTS:** No improvements, additions, or alterations, including (without limitation) additional windows, landscaping changes, additional awnings, etc., may be made to any improvements within the property or to the exterior of the house and garage without the prior written approval of the Board.
5. **TEMPORARY STRUCTURES:** Except as set forth in the Declaration, no temporary structure of any form or type shall be permitted on any property, and no outbuilding, or other structure other than the completed house and garage shall be used for temporary or permanent living quarters.
6. **PARTIALLY CONSTRUCTED STRUCTURES:** Other than new structural components approved by the Board, no existing, used, or partially constructed structure of any type shall be moved from another place onto lot for any purpose whatsoever without the prior written authorization of the Board.
7. **MAINTENANCE AND USE:** Each resident shall maintain its house and garage and all other improvements to the Home in good repair. No major repair of automobiles, engines, motors, trailers, boats or similar equipment will be made in the neighborhood. No automotive equipment, boats or similar equipment shall be washed anywhere in Aspen Grove, excepting the driveway within a lot or other areas designated by the Board. Driveways are for the purpose of parking automobiles exclusively and shall not be used for miscellaneous storage. No accumulations of any kind will be allowed around any house or garage, and the grounds and areas of each lot must be kept clean, neat and attractive. Patios and decks shall be kept clean and attractive. The Board reserves the right without liability to themselves and at their sole discretion to enter a lot within which a house is located to clean up rubbish or take any action required to keep or bring the premises up to the standards of a reasonably prudent homeowner, or such other standard as imposed by the Board. Charges for such labor will be borne by the Home Owner. The Board and/or its representatives shall have access to and authority to enter a lot in case of emergency for

the purpose of performing such acts as the Board, in its sole discretion, may deem necessary for the safety of any property within Aspen Grove. Except for a nominal amount of fuel and oil kept for the sole purpose of automobile and lawn mower operation and maintenance, no fuel, oil or material of an explosive or combustible nature shall be stored on any lot within Aspen Grove.

## **8. ACCESS TO AND USE OF THE COMMON ELEMENTS OF ASPEN GROVE ESTATES:**

8.1. The Board shall at all times have the right to control and prevent access to the Common Elements by all persons it deems undesirable.

8.2. The Common Elements shall be used by the residents with care for the purpose they are intended.

8.3. The cost of any damage, replacement or repair (ordinary wear and tear excepted) occasioned by the careless or negligent use of the Common Elements by any person shall be paid for by the person responsible for such damage, replacement or repair. Residents shall also be responsible for any damages caused by their guests.

8.4. No person shall remove, transfer or borrow from the Common Elements any article or object which does not belong to them.

8.5. All Common Element facilities are for the exclusive use of the residents and their guests, and shall be used at their own risk. The Board reserves the right to prohibit guests' use of facilities if they interfere with residents' use.

9. **NOISE:** Radio, television, stereo or similar equipment shall be kept at levels which will not at any time annoy or disturb other residents. No loud or boisterous parties or noises will be permitted.

10. **RECREATIONAL VEHICLES:** No boat, race car, travel trailer, tent trailer, house trailer, motor home, cab/over truck/campers or camper shell (not cab/over) which is separate from a vehicle, or attached to a vehicle shall be stored or parked for any purpose other than loading and unloading purposes on any driveway, street, front part or visible side of any lot without the prior written approval of the Board.

11. **TRAFFIC:** Vehicles shall not at any time exceed the posted speed limit within Aspen Grove Estates and shall at all times yield right of way to pedestrians and bicycles. Parking of automobiles and small trucks is limited to the garage and driveway areas of a Home. Parking on the streets and sidewalks of Aspen Grove is prohibited.

12. **LAUNDRY:** No laundry of any kind may be hung outside of a house, which would be visible from any front or side street or that may be visible from any Common Element.

13. **REFUSE:** Unless provided by the local waste management provider, Owners must provide containers for refuse which must be kept clean, odor-free, and out of sight. All costs for such refuse removal shall be the sole expense of the Owner. Each Home shall be maintained in a neat, attractive, orderly and well-groomed manner. All woodpiles, garbage cans, garbage canisters shall be kept and housed in a privacy area or garage and/or screened (out of sight) from all streets and Common Elements.

14. **RESIDENTS:** The premises covered by these Rules and Regulations are to be used solely as private dwelling for the individual who holds the title to a lot in Aspen Grove, or if applicable for the individuals leasing or renting the Home and their guests herein referred to as "residents." Residents may not use the Home or permit its use for any other purpose.
15. **CONDOMINIUM SALES (AND) EXCHANGES:** A house may not be removed from its lot and replaced by another house without the Board's advance written approval. Home sales and exchanges will be carried out in accordance with the state law, Aspen Grove Declaration, the requirements and restrictions of any and all deeds, covenants or other encumbrances to the title of the property, and the requirements of any additional agreements or contracts, including these Rules & Regulations which the Owner may execute prior to entering the development.
16. **SIGNS:** No signs of any kind, nor for any uses shall be erected, posted, painted or displayed in any Home whatsoever, except; (1) public notice by a political division of the state or county or as required by law; (2) any builder or the builder's agent may erect and display signs during the period the builder is building and selling property in Aspen Grove; (3) any Home Owner or the Owner's agent wishing to sell or lease that Owner's Home may place a sign not larger than 900 square inches on the property itself; and (4) during regular political campaigns, any Owner may display political signs not larger than 900 square inches cumulatively for all such signs displayed in his lot, provided said signs shall be removed the day following the election for which they are displayed.
17. **USE OF ASPEN GROVE ESTATES NAME IN ADVERTISING:** Other than in the sale of a house, the name of Aspen Grove Estates shall not be used for advertisement or sale of general merchandise, automobiles, etc.
18. **UTILITIES MAINTENANCE CHARGES:** All charges for installation, changes or repairs to the utilities, and drainage system for a lot shall be paid by the Owner of the Home. If a joint problem exists, all the affected lots shall divide the total costs equally unless the problem was caused by one Owner, in which event that Owner shall be responsible. The Board, Declarant, sales company, and any Managing Agent shall be held harmless for all associated costs.
19. **NEIGHBORHOOD DISPUTES:** Disputes among neighbors are not the concern of the Board, except as set forth in the Declaration. Personality conflicts are not under the purview of the Board. Please respect your neighbor.
20. **SOLICITING:** No salesman or solicitor may operate within Aspen Grove Estates other than by appointment with an individual resident or by permission of the Board.
21. **RESPONSIBILITY FOR LOSS:** The Association shall not be responsible for loss or damage to property or vehicle of the resident or guests by fire, theft, or acts of God, or personal injury anywhere within Aspen Grove Estates.
22. **ENFORCEMENT.** These Rules and Regulations may be enforced by proceedings at law or by the Board for the purpose of securing equitable relief, monetary damages, or both.
23. **LAW VIOLATION:** No violation of any applicable law or ordinance of the city, county, state or federal government will be tolerated. No acts or demeanor shall be permitted, which would place the Association and/or its residents in violation of any law or ordinance.

24. **REVISION OF RULES AND REGULATIONS:** The Board reserves the right to amend, revise and add to the Rules and Regulations from time to time as, in its discretion, is in the best interests of Aspen Grove Estates and its residents.

25. **OTHER RULES:** All other posted rules, notices and speed limits are made a part of these Rules and Regulations and are incorporated herein by reference.

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