

**PINERIDGE TOWNHOMES OWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

Adopted on \_\_\_\_\_, 2005.

**WHEREAS**, the Bylaws ("Bylaws") of the Pineridge Townhomes Owners Association, Inc. (the "Association"), the Articles of Incorporation of the Association (the "Articles") and the Declaration of Covenants, Conditions and Restrictions for Pineridge Townhomes, recorded \_\_\_\_\_, 2005, recorded as Instrument No. \_\_\_\_\_ in the Official Records of Blaine County, Idaho ("Declaration"), grant to the Board the powers and duties necessary to conduct the affairs of the Association and to make such rules and regulations as they deem in the best interest of the Association (all terms not defined herein shall have the same meaning as set forth in the Declaration);

**WHEREAS**, for the health, safety, welfare, and comfort and convenience of all Owners, guests and tenants, the Board wishes to establish policies so that it may fairly and consistently enforce the governing documents;

**NOW, THEREFORE, BE IT RESOLVED** that in addition to the guidelines set forth in the Declaration, the following rules and regulations shall apply to all Owners, guests and tenants of the Association and are hereby adopted by the Board and effective as of the date set forth above:

**A. Parking.**

1. Owner Vehicle Parking. Parking of Owners' and tenants' vehicles shall be limited to interior garage space for those Townhomes that have garages, and for those Townhomes that do not have garages, parking of vehicles shall be limited to the areas demarcated on the Plat Map as Limited Common Area for a particular Sublot. No Owner may use any parking space assigned to another Owner. Motorcycles are hereby considered to be one vehicle.

2. Guest Parking. Guest parking areas shall be limited to those areas marked as guest parking. All designated guest parking shall be limited to use by guests only, and shall not be used by Owners and/or tenants.

3. Snow Removal. Upon request of the Association, owners shall move their vehicles for snow removal. Any vehicle not moved upon request, may be subject to towing.

4. Fire Lanes. All fire lanes shall remain free of all vehicles at all times. No parking shall be permitted at any location on the Property unless specifically designated for parking by the Association.

5. Repairs. The costs for repairs or replacement of any Common Area damage caused by a vehicle, including without limitation, dripping oil, leaking gas, damage to landscaping, shall be the sole financial responsibility of the vehicle owner.

6. Prohibitions. All parking spaces shall be used for parking operable vehicles only; further, there shall be no working on vehicles in any outdoor space for periods of time in excess of four hours. No boat or any other type of water craft, trailer, recreational vehicle, camper, snow machines or commercial truck (excluding a pick up truck) or vehicle shall be parked or left within the Project. No Owner may use any parking space for storage or use any

**Deleted:** truck,

**Deleted:** except within an enclosed garage

2. Permitted Items. Decks, patios, balconies and porches shall not be used as a storage facility for anything other than a gas or propane barbeque, plants, and patio furniture,

Deleted: and neatly stacked firewood.

3. Prohibited Items. Without limiting the foregoing, the storage of bikes, toys, camping equipment, sporting equipment and building supplies shall be considered unsightly articles which are prohibited on the decks, patios, balconies and porches if they are visible from any roads, streets or other Sublots. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

Deleted:

D. Refuse. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Sublot except within an enclosed structure or as appropriately screened from view.

E. Interior Window Coverings. Standard blinds, curtains or window shades, in good condition, are the only permitted window coverings. The use of flags, sheets, blankets or towels as window coverings is prohibited. No plastic or aluminum may be installed on the exterior or interior of any windows or doors.

F. Decorations.

1. Noncommercial Signs, Flags, Posters and Banners. Noncommercial signs, posters, flags or banners may not be displayed by an Owner with the exception of the American flag,

Deleted: provided such sign, poster, flag or banner is not of an unreasonable size, as solely determined by the Board

2. Holiday Decorations. Holiday decorations, including without limitation lights, may be installed on the exterior of a Townhome or on a Sublot no earlier than one (1) month prior to the holiday and shall be removed by the Owner no later than two (2) months after the holiday.

G. No Exterior Modifications and/or Additions. It is the intent of the Board that the Property will not be altered from its improved state as of the completion date of the construction of the original improvements by Declarant.

1. No Exterior Modifications. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, landscaping or other work which may in any way alter the exterior of any Sublot or the improvements located thereon or the Common Areas, may be made without the prior written consent of the Board and without the prior written approval of all adjoining Townhome Owners.

2. No Additions. Further, no building, fence, wall, gates or other structure shall be constructed or erected, altered, or built without the prior written approval of the Board and all adjoining Townhome Owners.

3. Submission by Owner and Consent of Board. Owner shall deliver a written request to the Board of any such proposed changes and shall include appropriate drawings and any other reasonably requested materials. The Board may, in its sole discretion, submit such submitted drawings and materials to an architect designated by the Board, in order to assist the Board in determining the impact of the proposal on the entire Pineridge Property, including without limitation whether such proposal is in harmony with the design of the Property. The

suppliers or other business invitees, (iv) do not involve any kind of door-to-door solicitations within the Property, (vi) do not constitute a nuisance, or a hazardous, illegal or offensive use, or threaten the security or safety of other persons, and (vii) otherwise are in compliance with the Declaration. Notwithstanding the foregoing, the renting of a Townhome to vacationers or guests using the Townhome only for a residence is permitted.

2. Commercial Signs. No commercial signs of any type, including without limitation, flags and banners, shall be placed upon any window, exterior of any building or structure, or in the Common Area, except for a "for sale" sign, and during an open house relative to the sale of a Townhome, a standard real estate open house sign may be placed upon the particular Sublot while the event is in progress, limited to the hours of 8:00 a.m. to 5:00 p.m.

L. Quiet Hours. It is incumbent for all residents to respect their neighbor's privacy. The peace and tranquility of the Pineridge Townhomes should be maintained at all times. A special effort must be made to keep noise to a minimum between the hours of 10:00 p.m. to 8:00 a.m. Hours for maintenance or repair work to the Townhomes shall be limited to 8:00 a.m. to 7:00 p.m. Monday through Friday, and 10:00 a.m. to 6:00 p.m. on Saturday. No work is allowed on Sundays.

M. Enforcement Policy. In addition to the enforcement provisions set forth herein regarding parking and animals, in Sections A. and B. of these Rules and Regulations, the following shall be the enforcement policy when Owners, tenants, guests or other invitees are in violation of the Association Bylaws, Articles, Declaration, and these Rules and Regulations, the Board sets forth the following:

1. Owners, Tenants & Guests. Each Owner shall be responsible for the actions of their guests, tenants and invitees while on Association Property.

2. First Violation Notice. A written violation notice shall be placed on the front door of the Townhome, or on the vehicle, as the case may be, notifying the resident or vehicle owner and giving 48 hours to correct the violation. Notwithstanding the foregoing, pursuant to Section A.7 hereof, the Association is authorized, and may do so at its sole discretion and without first providing a written violation notice or waiting the 48 hours, to remove any vehicle parked in an area not designated for parking, or parking in any space that is assigned to another person or reserved for a specific use, or parked in an obstructing or hazardous manner, at the owner's sole cost and expense.

3. Second Violation Notice. If the violation is not corrected within 48 hours, a second notice will be placed on the door of the Townhome, or on the vehicle, as the case may be, and the resident and/or vehicle owner will be given 24 hours to comply.

4. Third Violation Notice and Imposition of Fine. If 24 hours after the second notice the resident has not corrected the violation, a third notice notifying the resident of the imposition of a \$50.00 fine that will be assessed against the Owner's account will be placed on the door of the Townhome.

5. Imposition of Daily Fines. If the violation has not been corrected within one (1) week of the date of the third notice, a daily fine of \$50.00 per day shall be assessed to the Owner's account until the violation has been corrected. A fourth and final notice will be placed on the front door of at this time notifying the resident of the fines. Violations continuing for greater than 30 days from the date of first notice of violation shall increase to \$100 per day.