

**Countryside Valley Homeowner Association
Covenants, Conditions, and Restrictions
Related Policies**

The following is a list of policies related to the Countryside Valley Homeowner Association Covenants, Conditions, and Restrictions (CC&Rs) as set by the CVHOA Board of Directors. These policies were reviewed and approved by the Board.

Section 1.16. "Membership Assessments" shall mean those assessments to be paid by each Lot Owner to the Association or to the C.C.C.A. for privileges of the use and enjoyment of the Club Property and for the purpose of maintaining a fund for the operation, maintenance, management, administration and improvement of the Club Property.

Policy: The monthly dues for CVHOA is separate from the CCCA dues.

Section 2.02. Signs. No signs of any kind shall be displayed which are visible from neighboring property without the approval of the Board except:

- A. Such signs as may be required by legal proceedings;
- B. Such signs as may be used by Developer in connection with the development of the Subdivision and sale of Lots; and
- C. Such signs as may be approved by the Board indicating a Lot is for sale of lease.

Where the Board's approval is required, it shall approve the nature, composition, number, size and location of all signs, unless excepted hereunder.

Policy: The Board will determine the appropriateness of all other signs on a case-by-case basis. These may include, but not limited to, political or sports related signs.

Section 2.03. Animals. No animals of any kind shall be raised, bred, or kept, except that a reasonable number of generally recognized house or yard pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No animal shall be allowed to become a nuisance. A "reasonable number" as used in this Section shall ordinarily mean no more than two pets per household; provided, however, that **the Board may determine, in this sole and absolute discretion, whether a particular animal is a generally recognized louse or yard pet or a nuisance, or whether the number of animals is reasonable.**

Policy: The Board shall communicate with a homeowner if its pet(s) has become a nuisance to its neighbor(s).

Section 2.04. Trash Containers. No garbage or trash shall be placed or kept on any property within the Subdivision, except in covered containers of a type, size, and style which have been installed by the Developer or approved by the Board. All rubbish, trash or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be allowed.

Policy: All trash and recycling receptacles will be stored out of sight from the street on non-pickup days. These areas of storage shall include in the garage or behind the gate leading to the backyard.

Section 2.06. Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, and motorcycles shall be subject to the Rules, which may prohibit or limit the use of said vehicles, provide parking regulations, or adopt other rules regulating same.

Policy: All vehicles shall be parked in the garage or driveway of each home. Vehicles are not permitted to be parked on the street or in resident yards. Vehicles must be parked on the original driveway. Recreational vehicles, boats, and trailers may not be stored inside Countryside Valley.

Section 2.07. Backboards. No basketball backboards of any kind shall be erected or attached, by either a permanent or temporary method, to a Dwelling Unit.

Policy: Basketball backboards may not be attached to the front of a home. Portable basketball hoops must be removed from the street or driveway when not in use.

Section 2.08. Garage Doors. All garage doors of the Dwelling Units shall remain fully lowered and closed at all times unless the door is being used for purposes of ingress and egress.

Policy: Residents must make every effort to keep garage doors closed when not being used in entering or exiting the garage.

Section 2.09. Aerials. No aerial, for use of TV, radio or other forms of communication reception, of a temporary or permanent character, shall be erected on any Lot or attached to the principal residence located upon any Lot in this Subdivision unless approved by the Board of Directors.

Policy: The Board encourages aerial dishes be mounted out of sight of the street when possible and cables be painted the same color as the stucco.

Section 2.10. Nuisances. After completion of construction of any Dwelling Units and landscaping of Lots, no rubbish or debris of any kind shall be placed or permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon such property so as to be offensive or detrimental to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property without the prior written approval of the Board. **The Board in its sole discretion shall have the right to determine the existence of any such nuisance.**

Policy: The Board will determine what constitutes a nuisance on a case-to-case basis. Examples may include, but not limited to: barking dogs, loud music, and loud equipment and machinery.

Section 2.11. Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Lots or from the streets or public way. At no time shall there be any outside storage of commercial vehicles, boats, trailers, campers, motor vehicles, mobile homes or house trailers of any type on the Property or adjacent thereto. At no time shall there be any outside storage of motor vehicles in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicles such as frames, bodies, engines or other parts or accessories. Any and all items stored in a carport or garage area shall be stored so as to conceal the same from view from adjoining property or from the street or public way. Grass, shrub or tree clippings and all clotheslines, machinery, storage piles, wood poles, garbage or trash containers shall be kept within an enclosed

structure or appropriately screened from view of adjoining property or from streets or public way except when necessary to make available for collection and then, only the shortest time reasonably necessary to effect such collection. **The Board shall have sole discretion in determining if any activity of an Owner is in violation of this Section 2.11**

Policy: The Board will determine what constitutes an unsightly article on a case-to-case basis. Examples may include, but not limited to: vehicles parked on the street, garbage and recycling containers visible from the street on non-pickup days, broken windows or window coverings, damaged gates, broken roof tiles, dead trees and bushes, overgrown vegetation, weeds, oil stains on the driveway, holes in stucco, stucco and fascia in need of paint, cracked walls, trash and debris in yard, and rocks along the curb.

Section 2.15. Improvements and Alterations. There shall be no excavation or construction or alteration which in any way alters the exterior appearance of any improvement in the Subdivision, including rocks, stones, gravel or earth without the prior written approval of the Board. No fences, hedges, clotheslines, or walls shall be maintained upon the Property except such as are installed in accordance with the initial construction of building located thereon or as approved by the Board.

Policy: Homeowners should obtain approval from the Board when planning on laying decorative rock and/or pavers in the front yard.

Section 3.02. Renting. The Owner shall have the right to lease or rent his Dwelling Unit; provided, however, that any lease agreement, verbal or written with a tenant or lessee shall provide, in writing, that any such tenant or lessee shall abide by the Rules, Bylaws, Articles, and the provisions of this Declaration. In the event any such lease agreement does not contain the provisions as described in the preceding statement, such lease agreement shall, at the option of the Declarant or the Board, be null and void.

Policy: The homeowner is responsible for the actions of its tenants. All violations of the CC&R and its policies shall be communicated with the owner. The homeowner will be responsible for any and all fines assessed to the property.

Section 3.06. Architectural Control. Following the original construction and build out of the Property by Developer, or its assigns and successors in interest, no building, fence, wall, or other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition to, or change in, or alteration of a Dwelling Unit or the exterior color scheme, roof or finish thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of eternal design and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with.

Policy: Homeowners must receive approval for all exterior alterations to the home and property. Examples may include, but not limited to: painting of home, placement of decorative rock, sheds, addition to home or porch, and planting of trees in the front yard. Removal of trees does not require Board approval.

The board approved a selection of paint colors that must be used when painting the exterior of the home. This includes stucco for the entire home, bump-outs, and wood fascia.

Section 5.04. Maintenance, Repair and Upkeep.

A. **Responsibilities of Owner.** Maintenance, repair and upkeep of the Lots and Dwelling Units, except as otherwise specifically provided for in Paragraph C of this Section, shall be the sole responsibility of each Owner. All fixtures and equipment installed or located within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the Owner's Lot line shall be maintained and kept in repair by the Owner thereof. Termite control shall be the responsibility of the Owner. All maintenance and repair of the Property within each Owner's Lot, including but not limited to carport beams, fascia and other carport components, driveways, sidewalks, utilities and the Dwelling Unit itself shall be the sole obligation and expense of the individual Dwelling Unit Owners. Each Owner shall be responsible for the maintenance and repair, including replacement of light bulbs, of all exterior lighting fixtures located within the Owner's Lot, or in the Common Areas, provided such lighting in the Common Areas is metered to the Owner's Dwelling Unit.

B. **Failure to Maintain Standard of Upkeep.** An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Lot and Dwelling Unit or impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Lots.

Policy: Homeowners will be held accountable for maintenance, repair, and upkeep of their home and property. The Board will communicate with the homeowner when a violation(s) exist with a deadline to correct the violation. If the violation is not corrected, a hearing may be scheduled to discuss the issue. The Board will determine at the hearing whether or not a fine is assessed to the property and if so, how much.

***Annual review of policies.** The CVHOA Board of Directors will revisit the policies of the CC&Rs annually to make revisions if necessary.