Community Rules, Regulations and Fines

A working document
of the
Compliance Committee
as of
Tuesday, November 2, 2021

Doe Valley Association, Inc.

PROLOGUE

1. All new material is in red font, highlighted yellow. Black is original. Gray strikethrough is original that was rewritten or not included.

2. It is recommended to turn off *COMMENTS* in this document.

3. Each Table of Content (TOC) paragraph is hyperlinked to each associated paragraph. Hover over the TOC paragraph, hold Ctrl, and click. It will take you to the paragraph without having to scroll through the pages. To return to the TOC, hover over the paragraph heading, hold Ctrl, and click.

4. The revised CRRF was not designed to badger the community. There are 23 violations that are preceded by a ***WARNING,*** which allows a member opportunity and ample time to resolve the violation before a monetary fine is issued.

5. Nevertheless, the CRRF does have teeth, and will hold its members to account for violations. The vast majority of HOA members are in compliance, because they want a clean and peaceful community in which to live and increase the value of their homes. The CRRF will be difficult for those who fight the Association. Many have purchased a home in this HOA, and have no real idea what it means to live under the authority of the Association. Hence, the Frequently Asked Questions at the beginning of the CRRF.

6. Compliance Officers. This CRRF will not achieve success unless there are members who volunteer as Compliance Officers – they receive no remuneration or additional privileges from the Association. However, no Compliance Officer can fully function unless they have the official endorsement of the Board of Directors, and the supporting authority of the General Manager (GM). Therefore, a method of "deputizing," or "certifying," etc. Compliance Officers must be established, with the legal authority to move freely in the association – without fear of confrontation or reprisal – and visually inspect all property in the Association, including photographs and video. These officers will be the individuals who respond to reports of violations, validate the violation, prepare appropriate letters of notification (endorsed by the GM), and other aspects of compliance management. They will work very closely with the GM, and often will accompany him to inspect reported violations.

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Doe Valley Association, Inc. Community Rules, Regulations & Fines

Approved (date)

1. <u>DEFINITIONS</u>.

The terms defined below are used in the Association Community Rules, Regulations and Fines:

1.1 The "***Developer***" is the owner of some common areas and undeveloped lots.

1.2 "***Doe Valley Association, Inc***.," hereinafter called the "***Association,***" is a non-stock, non-profit corporation organized for the purpose of assuring that its Members will have an orderly, neat, peaceful and safe place in which to live and enjoy the facilities and/or amenities.

1.3 ***"CRRF"*** shall mean Community Rules, Regulations and Fines.

1.4 A "***Member,***" hereinafter called "***member,***" is defined by the Association By-Laws as one who is not under any form of suspension (i.e. *not in good standing*) due to violation of the rules and regulations. Corporations, associations, firms, partnerships or other entities, which may hold legal ownership to a Subdivision lot or have entered into a Purchase and Sale Agreement for a Subdivision lot shall not be deemed members as provided under the Association By-Laws, and shall therefore not have the privilege of allowing guests to use the facilities and/or amenities. Such right shall be limited exclusively to the principal adult designee of such entities, who is a qualified member of the Association and to his and/or her guests in accordance with these regulations.

1.5 "***Immediate family***" shall mean the member's spouse and their unmarried children or any permanent resident who are living in their home. Married children are not deemed to be a part of the immediate family, but unmarried children attending school away from home, up to the age of 25 years, are deemed a part of the immediate family. Exceptions to this will be considered on an individual basis by the Association.

1.6 ***"In Good Standing"*** shall mean any member who is not delinquent in payment of their Association dues greater than 90 days, and whose conduct in the community enhances the overall quality of life for the community.

1.7 "***Not In Good Standing***" shall mean any member who is delinquent in payment of their Association dues 90 days and greater. The Association may further define behaviors and conduct that an orderly community recognizes as "*not in good standing*."

1.8 ***"Warning"*** shall mean a one-time notification of a CRRF violation. There is no monetary fine assessed. A member receives a warning to allow reasonable time to correct the violation. Multiple warnings for the same violation will not be issued.

1.9 A "***Subdivision lot***" shall mean any platted lot in the Subdivision, including a condominium unit, together with any lot, lots or portions thereof contiguous to and forming part of a single tract of land usable or to be used for one building site.

1.10 "***Facilities and/or amenities***" shall be deemed to mean the lake, beaches, Kenneth A. Helmly Swim and Tennis Club (including its clubhouse, tennis courts and swimming pool),

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marina, camping facilities, areas set aside as parks, all roads and streets.

1.11 ***~~"Watercraft"~~ "Boat"**** shall mean any craft that is used to allow members to float across the lake and capable of carrying one or more persons; Sailboats, Rafts, Canoes, Paddle boats, Kayaks, Row boats, Motorboats.

2. FREQUENTLY ASKED QUESTIONS ABOUT A HOMEOWNER'S ASSOCIATION.

2.1 What is a Homeowner's Association (HOA)?

A Homeowner's Association is a community of property owners.

Doe Valley Association, Inc. is a state-recognized, legal entity with authority over the many property owners and common areas, facilities and amenities within the Association footprint. Membership in the Association is automatic and mandatory upon purchasing a home or condominium within the legal footprint of the Association. Doe Valley Association, Inc. is overseen by a full-time General Manager under the authority of a member-elected Board of Directors. Other personnel comprise the employed management staff of the Association.

In the Association, all the owners and members willingly volunteer to develop and abide by various rules, regulations, restrictions and application of fines that will apply to the entire community. Their purpose is to sustain a neat, orderly and peaceful environment, and to protect, enhance, and maintain the homes and other valuable and aesthetic aspects of a member's property. This helps preserve and, hopefully, bring increase to the value of member's property.

Property and resale value is often a reflection of the surrounding property, i.e. homes, structures, facilities, amenities and the maintenance of a lot. An Association is that agreement between its members to act in accordance with the rules and regulations to help maintain that value. This may include rules governing landscaping, trash and its method of disposal, home exterior appearance and maintenance, construction, vehicle parking and storage, trees, noise levels, traffic rules, and any other aspect that the community and Board of Directors deem vital to the intrinsic value of property and quality of life.

2.2 What are HOA Dues?

The Association Dues is a mandatory monthly fee paid by the homeowners living within the Association to maintain infrastructure, amenities, common areas and employees within the community. By way of example, the Association monthly dues may be used for insurance, security, automated gates, roads, maintenance and repairs, salaries, etc.

2.3 What if I'm having trouble paying HOA Dues and other fees?

Contact the Association as soon as possible to inform them about your financial situation.

2.4 What happens if you fall behind on the Association Dues?

There are legal consequences for failing to pay the Association Dues. If you are ninety (90) days or greater late on your monthly dues, the Association can:

a. Assess various penalties, late fees and interest charges.

b. Suspend your use of facilities and other amenities.

c. Place a lien on your property.

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2.5 What are Community Rules, Regulations and Fines?

The CRRF is a legal and binding document that governs the Association members. It is approved by the Board of Directors, with input from members, and periodically updated to reflect trends and needs of the community. Its intent is to improve the community and create an environment that is neat, orderly and peaceful for members, and to enhance property value.

The Association has authority to assess fines, as set by the Board of Directors, to members who violate or otherwise fail to comply with the CRRF.

The Board will enforce all rules and regulations equally to all members of the Association, without selective consideration, aspects of favoritism or personal bias. Failure to abide by equal enforcement can result in serious legal issues for the Board. As such, the board must always practice uniform enforcement of rules and covenants.

2.6 Do you have to follow the HOA rules?

You can violate the Association rules and regulations, but the Association has the legal authority to issue fines to members and restrict access to Association amenities.

2.7 Are Association By-laws, Rules and Regulations and other policies legally enforceable?

Yes.

2.8 What an HOA can control.

The Association functions and exercises authority within its legal footprint. It is important to understand that the Board of Directors can lawfully alter the Association CRRF, Architectural Policy, Declaration of Restrictions and other documents. However, the Association By-Laws cannot be altered without a vote of members. That is why members should be involved in their Association and work as advisors to the Board.

2.9 Can the police enforce HOA rules?

The Sheriff and Police can enforce laws that apply across the state and counties, such as criminal complaints, speeding, etc. However, they have no authority and cannot enforce the CRRF or other rules that are distinctive to the Association, such as landscaping, property maintenance and upkeep, trash receptacles, etc.

2.10 How to respond to HOA rules violations.

Once notification of a violation is received, address it immediately. Property owners/members have agreed to abide by the CRRF. Contact the Association to determine the nature of the violation, rather than ignoring it. Fines, interest and other charges can quickly accumulate. You can appeal if you feel there is a valid reason to dispute the fine. The Association also recognizes that there are any number of mitigating circumstances and reasons that could justify an alternative course of action in relation to the identified violation of the CRRF. The Association does grant waivers and exceptions due to such extenuating circumstances.

2.11 When Are HOA rules unenforceable?

The Association cannot enact or enforce any rule or regulation that is in contradiction to federal, state and local law, or the rights of the homeowner.

a. The Association is legally bound to follow the CRRF and/or other documents when issuing fees, fines and other charges.

b. HOAs must also follow the correct procedure to enforce a rule, and if they do not follow those procedures, they cannot enforce it. Similarly, HOAs cannot pick and choose when to enforce a rule. If an HOA does so, homeowner s can challenge the HOA, which opens the board members to liability issues.

2.12 Can Homeowners Associations evict people?

The Association itself cannot evict anyone. However, delinquent dues, fees, fines and other charges may result in the Association placing a lien on the property, and/or seeking court order for eviction.

2.13 How to serve on a committee or become an Association Board member.

A homeowner in the Association is automatically a voting member. Committees and advisory councils are voluntary and open to all members, but do not generally exercise authority. Contact the General Manager for information about committees.

The members of the Board of Directors live in the Association, and are elected by the constituent members. The Board exercises legal authority and responsibility to operate, repair, replace and maintain the Association. Board members can approve, reject and modify rules and regulations, fee increases and more.

3. <u>GENERAL</u>.

According to Article XIV of the Doe Valley Association, Inc. By-Laws, "The Board may establish, alter, amend or rescind Rules and Regulations for the government of conduct of all Members of the Association, their families, guests, invitees and licensees while in Doe Valley Subdivision or in or on any of the facilities, streets or public areas in the overall area known as Doe Valley."

The following Community Rules, Regulations and Fines have been adopted by the Board of Directors of Doe Valley Association, Inc., with guidance and input from the Advisory Council, as authorized by its By-Laws and are legally binding upon the owners of all lots in Doe Valley Subdivision in Meade County, Kentucky, the occupants of all houses on all of such lots and their respective families, guests, tenants and any other classes of persons who may be using such lots or residences.

4. <u>PURPOSE</u>.

The purpose of the Doe Valley Association, Inc. is to protect and promote the best interests of the property owners within the Subdivision; to promote and strive for the improvement and betterment of all facilities, amenities and services within the area of the Subdivision; to cooperate with state, county, town and other governmental officials for the general welfare of the community, and to otherwise fulfill the purposes for which the Doe Valley Association, Inc. was incorporated.

5. HOA DUES & FEES.

Association dues, fees, assessments, charges and fines are approved by the Board of Directors and billed monthly to the members.

5.1 Delinquent payments. As per the Doe Valley Association's Collection Policy (April 2019), delinquent payments "…shall include any delinquent unpaid regular or special assessments, late charges, violation fines, storage and facility rental fees, clerical fees, and interest and costs of collection incurred."

6. PERSONAL CONDUCT.

6.1 Members, their families and guests shall conduct themselves in a manner considerate of others when in any public area of the Association, or any location (to include a member's property) that will place a person in public view or within hearing distance of another member or guest.

a. Verbal profanity, profane and obscene language displayed on clothing, property and/or by gestures, and unruly and loud behavior is prohibited. Improper conduct will not be tolerated within the Association and is considered a rules violation.

b. Failure to comply with standards of personal conduct will result in a warning. If the violation is profane and obscene language on an article of clothing, the person will be required to change or cover the offending article of clothing, or leave the premises.

c. Failure to comply immediately will result in a fine of $250. Continued refusal to comply will result in a fine of $500, requirement to leave the premises, and suspension of facility/amenity use for one calendar year.

6.2 Abusive conduct toward employees is prohibited. Complaints about employees should be directed to their supervisor or the General Manager, but no member should reprimand an employee.

6.3 Curfew: No one under the age of eighteen is allowed in the common or residential areas of the Association from 11:00 P.M. to 06:00 A.M. unless under the supervision of an adult or approved activity of the association.

7. OPERATION OF A BUSINESS.

7.1 A business operated on member property will not disrupt the neighborhood with excessive vehicular traffic, noise, or noxious odors.

a. The offending member will receive an initial warning requiring them to resolve the situation. A review will be conducted within seven (7) days.

b. Failure to comply will result in a fine of $20 for each daily/reported offense, up to a maximum of three cumulative, fined incidents.

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c. Following three cumulative fines for this violation, each further consecutive violation, regardless of the dates of violation, will result in a fine of $250 per day.

d. After the sixth violation, the Association will require the closure of the business on Association and/or member property.

8. <u>GUEST ISSUES</u>.

8.1 All visiting guests **MUST** enter through the main gate.

a. Members will provide to the Association Security Office a by-name list of all guests who will be visiting, and the date(s) of their visit.

b. If a member and/or their immediate family side-step the visitation rules and regulations, and deceptively allow guests onto Association property, that member will be assessed a fine of $250, their RFID sticker will be shut off, and the guest(s) may be banned from Association property.

8.2. Guests may use the facilities and/or amenities when accompanied by a member. Because of space, a party of more than ten (10) guests to the pool, campground, tennis courts and beaches needs to be coordinated through the Association Administration Office.

8.3. Guest fees are charged at the swimming pool and campground. Fees may be charged at other facilities and amenities at the discretion of the Board of Directors.

~~C. Guests may also use the facilities for the period of the visit when staying in a member's home. A guest card may be obtained by informing the Administration Office, in writing. Items to include in the written document include the name of the guest, date of requested guest privileges and name of member making the request.~~ this section must be removed.

8.4. A member is not limited to the number of guests who may use the lake for swimming or fishing in the immediate vicinity of the member's lot. A member accepts all responsibility and liability for immediate family or guests who are swimming or fishing.

8.5. Only members in good standing (see definitions) may invite a guest to use any of the facilities and/or amenities.

8.6. Guests found in violation of the CRRF may be banned from Doe Valley.

8.7. Guests are required to comply with the CRRF while on Association property. A member shall be deemed to be personally responsible for the conduct of each of their guests and for any monetary charges which any guest may have incurred in connection with their activities on the lake or in the use of any of the facilities and/or amenities.

a. A member who is not in good standing **MAY NOT** invite or allow guests to use any Association facility and/or amenity.

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b. Non-compliance of this rule will result in guests being permanently banned from Doe Valley.

c. If a member is notified that they are not in good standing, and guests associated with that member are discovered in the Association facilities and/or amenities, that member will receive a $150 fine, and further action as determined by the Association.

9. <u>EASEMENTS, PARKING, PROPERTY & STREETS</u>. *[not applicable to Doe Valley Park Estates]*

9.1. Easements for Utility Service. The right to install utility services, including but not limited to, water, sewer, gas, electric and telephone services, in the streets and easements shown on the recorded plat, is retained by the Association or its successors in title. Such installations shall not become the property of the owner of any lot on such street or utility easement may abut, but shall be and remain the property of the Association and shall be subject to ingress and egress for all purposes. The Association or the furnishing utility shall have the right to establish and collect reasonable charges for all such utilities services as are furnished.

Easements for utility service to residential lots are provided as shown on Subdivision plats filed for each section of the Subdivision. Each lot has front, rear, and side building setback/easement requirements. No structure may be constructed or erected in these areas.

9.2 Fences. Members must receive a permit ~~are granted~~ for fence construction in setback areas, and the Association reserves the right to remove portions of such fences in order to service utilities. The Association may, but is not required, to repair sections of fences it removes. Containment fences of any type shall not exceed six feet (6') height. Shrubbery or hedge used as a fence shall not be higher than eight (8) feet at its highest point and must be kept neat and trimmed. All fences must be placed a minimum of one foot (1') inside the property line, and cannot extend beyond the back corners ~~front~~ of the house. Wood fences should be of a natural wood color or matching the home and be of shadow box or flat construction. Members may request a waiver for fence construction variances.

a. Failure to receive the required permit from the Association for fence construction will be a $300 fine.

b. Any constructed fence that does not comply with Association Architectural Policy fence standards and current county/local building codes will result in required removal of that part of the fence in violation. Failure to comply will result in a fine of $100 per day until the fence is removed.

9.3 Parking space standards. The current Association Architectural Policy states that "all driveways must be hard-surfaced, i.e. concrete, brick, pavers or asphalt." Any parking space on a member's lot for a vehicle or trailer which will not be parked on a driveway, must be an approved hard surface, and no vehicle may be parked on any easement or setback except as stipulated in *paragraph 9.9f/g. ("trailer" is defined as any non-automotive vehicle that is hitched to and pulled by a powered vehicle)*

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a. *Hard-surface* is defined as concrete, brick, pavers or asphalt. All new driveway and parking space projects will be hard-surface and approved by the Architectural Committee. All hard surfaces must be no less than the length and width of the vehicle to be parked. Gravel parking spaces (approved under earlier regulation) must be treated to prevent any grass and weeds growing through the gravel. Gravel surfaces that have excessive grass, weed and foliage growth, and/or those surfaces that no longer have any gravel visible, will be considered as having returned to nature, and no longer be considered a hard-surface.

b. Concrete, brick, pavers, or asphalt driveways and parking spaces that exhibit significant surface deterioration, and have excessive grass, weed, foliage or other growth, will be considered as having returned to nature, and no longer be considered a hard-surface.

c. Once a gravel parking space is judged as having returned to nature, the member is no longer allowed a gravel hard surface, and must submit application to the Architectural Committee within 30 days for a new construction project which is required to be concrete, brick, pavers or asphalt.

d. Once a concrete, brick, pavers, or asphalt surface is judged as having returned to nature, the member will have 30 days to submit a plan for repair/resurfacing to the Architectural Committee.

e. Failure to submit a plan for a new construction project or repair/resurfacing will result in a fine of $20 per day, beginning on the 31st day following the warning notification, until said plan is submitted.

f. Failure to complete new construction or repair/resurfacing by the deadline as submitted to the Architectural Committee will result in a fine of $20 per day until the project is completed.

g. A member whose gravel or concrete, brick, pavers or asphalt parking spaces are overgrown, but are ***not*** judged as having returned to nature, will receive a warning of non-compliance and be allowed 30 days to comply with the parking space standards detailed in by the Architectural Policy and the CRRF. (See *paragraph 9.9f/g* for temporary exceptions)
e. Failure to comply by the deadline will result in the member being required to submit an application to the Architectural Committee for a new construction project of concrete, brick, pavers or asphalt under the conditions stipulated in *paragraphs 9.3d/e*.

h. Where hardship conditions exist, application for temporary exception permits or waivers may be made to the Association.

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9.4 Member vehicles. The Association recognizes four (4) categories of member vehicles: (1) Passenger/residential: sedans, trucks, SUVs, vans, motorcycles; (2) Recreational: boats and boat trailers, canoe/kayak trailers; (3) Commercial: any vehicle that displays a commercial tag of any type; (4) Utility: utility trailers, cargo trailers ten (10) feet or less.

a. A commercial vehicle that is also used as a personal vehicle, and is of the type listed above under passenger/residential description, shall be considered a passenger/residential vehicle.

b. The Association recognizes that there may be two (2) or more passenger/residential vehicles per residence.

c. Following a member's passenger/residential vehicles, no more than two additional vehicles in commercial, recreational, and/or utility categories will be parked permanently or seasonally on a residential lot. A member will receive a warning that they are in violation of the two (2) additional vehicle limit, and will be allowed seven (7) days to remove the vehicle(s). Failure to comply will result in a fine of $20 per day, and retroactive to the day of notification, until the vehicles are removed.

d. For any additional vehicle parked on a residential lot, they will be parked on a hard-surfaced material, approved for placement by the Architectural Committee, and not located on a property easement. The vehicle must be in working condition, cannot be classified as derelict *(see paragraph 9.7),* and must display current registration. A boat on a boat trailer is considered one vehicle for purposes of this section.

e. All commercial vehicles — except those identified as being used as a passenger/residential vehicle — must enter and exit through the main gate off Highway 1638. Any commercial vehicle is required to have the appropriate pass from the Security Office.

f. For members of the Association, vehicles beyond the two-vehicle limit, and in the categories of commercial, recreational, and/or utility, may be parked at Association designated overflow parking areas, on a space available basis. Contact the Administration Office for location of such areas.

g. ***Long-term storage*** of RV coaches and/or campers at a member's lot is prohibited. Parking of RV coaches and campers at a member's lot is limited to no more than a cumulative total of sixty (60) days per calendar year.

h. A member with an RV coach and/or camper that has been identified as violating the standard above will receive a warning of their need to comply within seven (7) days. Failure to comply will result in a fine of $1,000.

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9.5 Parking of any kind of vehicle or trailer on any lot that does not have a residence is prohibited.

a. A member whose personally owned vehicle or trailer, or a guest of that member whose vehicle or trailer, is found to be parked in a prohibited area will be required to move the vehicle or trailer immediately.
b. Failure to comply will result in a fine of $50 per day, and retroactive to the date of notification.

9.6 Un-garaged and/or open-air parking space on ~~lots~~ a residential driveway or other approved hard surface ~~with a residence in the Subdivision~~ in the Association **may not** be used for the following:

a. Junked/derelict *(see paragraph 9.7)* ~~Stripped down, partially wrecked or junked~~ motor vehicles or any part thereof.

b. Repair or reconditioning of any vehicle of any type, or any boat or trailer lasting longer than ~~seven (7)~~ thirty (30) days. The Association may grant/issue a waiver to extend beyond thirty (30) days. ~~Exceptions to this rule will be considered on an individual basis by the Association.~~

c. Upon exceeding the thirty (30) day limit, or the limit as set through the waiver, a member will receive a warning of violation and be given seven (7) days to resolve the situation. Failure to comply will result in a fine of $10 per day and retroactive to the day of notification. The Association has the authority to remove the vehicle at the member's expense.

9.7 Junked/Derelict vehicles. The community identifies a junked/derelict vehicle as one that is visibly and/or actually inoperable and presents a stripped down, dilapidated, neglected, ruined, wrecked, deserted appearance. Upon confirmation that the vehicle is, indeed, classified junked/derelict, the member will receive a warning and have seven (7) days to comply with the CRRF.

a. Failure to comply will result in a fine of $150, and the vehicle being towed at the member's expense. If the Association is blocked from towing the vehicle, the member will be assessed an additional fine of $50 per day and retroactive to the day of notification.

9.8 Prohibited parking. Parking on ~~the~~ ~~Subdivision~~ all Association roads and right-of-ways is strictly prohibited.

a. Due to safety considerations and emergency vehicle access, no vehicle of any type or trailer shall be parked on the paved surface of ~~the~~ any road and/or right-of-way. ~~overnight~~. ~~Exceptions require the property owner to call and inform the security office~~.

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b. A member whose vehicle or trailer, or a guest of that member whose vehicle or trailer, is found to be parked on the paved surface of any road and right-of-way will be required to move the vehicle or trailer immediately. Failure to comply will result in a fine of $150, and the Association will have the vehicle towed at the owner and/or member's expense.

9.9 Parking exceptions under the following conditions and restrictions.

a. Commercial vehicles rendering service to the lot and/or residence may park on the paved surface of the road only during daytime hours. Traffic cones, triangles or other safety devices are mandatory to warn drivers and must be placed in front and to the rear of the vehicle/trailer parked on the road. Commercial vehicles and/or trailers temporarily parked on blind curves or hilltops are required to have flagmen directing traffic.

c. Vehicles should be parked securely in such a way that no unsafe or illegal maneuver is required to enter or leave the parking location.

d. No parking is allowed within 15 feet either side of a street intersection or a fire hydrant, or in the center of circles or cul-de-sacs.

f. Members who have family and guests visiting may temporarily park extra vehicles on their lot for a maximum of seven (7) days. Any vehicle parked longer than seven (7) days will need an exception granted from the Association.

g. If family and guest vehicles exceed space available on a member's lot, those vehicles may be parked at an Association designated overflow parking area on a space available basis. Contact the Administration Office for location of such areas.

h. Where safety or other conditions require, the Association will designate and mark other road areas where parking is prohibited.

9.10 No barrier, fence or other structure, shall be constructed on the roads, easements or right-of-ways. Mail/news boxes shall be emplaced according to CRRF standards. *(see paragraph 11.8, Mail and newspaper boxes.)*

9.11 Low Speed Vehicles (Kentucky Revised Statute (KRS) 186.010. A "low-speed vehicle" is defined as a motor vehicle that:

a. is self-propelled using an electric motor, combustion-driven motor, or a combination thereof.

b. is four (4) wheeled; and

c. is designed to operate at a speed not to exceed twenty-five (25) miles per

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hour as certified by the manufacturer.

9.12 Low speed vehicles are restricted from being operated on ~~the~~ Doe Valley Parkway, and Lakeshore Parkway.

9.13 Low speed vehicle usage is allowed on other Association roadways as long as the requirements set forth in Kentucky Revised Statute (KRS) 189.282 are met.

(a) It is operated by a licensed individual.

(b) It is insured, with proof of insurance in the vehicle at all times.

(c) It complies with all traffic regulations.

9.14 Personal assistive mobility devices and lawn tractors are specifically excluded from this definition.

9.15 All-Terrain Vehicles (ATV) and utility vehicles are not authorized to be used on the roadways in ~~Doe Valley~~ the Association. (Re: KRS 189.515)

9.16 Speeding.

a. Speed limits are posted on Association roadways. Unless otherwise posted, the speed limit is 25 MPH.

b. Meade County Law Enforcement and Kentucky State Police are authorized by the Association to issue traffic citations. Member drivers receiving law-enforcement citations will also receive an Association fine of an equivalent amount corresponding to the law enforcement citation.

c. Community members may report instances of speeding to the Association Security Office. If the vehicle is identified, they will receive a verbal and/or written warning from the Association that local law enforcement (contracted to patrol Doe Valley roadways) is aware of the situation and will be required to pay city and Association fines, if cited at a future instance.

d. If a non-member driver on Association roadways receives a local law-enforcement citation, and that driver is a guest of an Association member, that member will be considered responsible for the conduct of their guest *(see paragraph 8.7)* and receive an Association fine equivalent to the citation issued the guest driver.

10. <u>PERSONAL VEHICLES</u>.

10.1 A current Association RFID sticker shall be affixed to the windshield of all member's personal/residential vehicles. Motorcycles of more than fifty (50) cubic-centimeters displacement shall display an Association RFID sticker ~~where~~ clearly visible to ~~Doe Valley~~ Association Security personnel.

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10.2 Visitor passes shall either hang from the rear-view mirror or be placed on the dashboard so that they are visible at all times. Upon departing Doe Valley, the pass should be placed in the outdoor receptacle at the Association Security Office.

11. PROPERTY MAINTENANCE AND UPKEEP

Members are responsible for maintaining their property in a manner consistent with that of a neat, clean and orderly ~~community~~ appearance. This requires routine mowing, trimming of lawns, hedges, bushes, and any other landscaping on the property, as well as upkeep and necessary maintenance of the home and any outbuildings. Grass should not exceed 6 inches in height.

11.1 Trash, debris, yard waste, piles of dirt and stone, construction equipment and building materials, scrap metal and wood, derelict furniture and household furnishings (excluding specifically designed patio furniture), automobile and boat parts, including intact but non-running vehicles, lawn maintenance equipment, appliances and fuel storage containers and other miscellaneous items that are deemed unsightly by the Association and not acceptable to community standards of a neat, clean and orderly appearance will not be visible from the roadway or adjacent residences.

a. Unsightly trash, debris, and other miscellaneous items must be removed from a member's property **if visible from the roadway and/or adjacent residences.** Once a member receives a warning of violation, the member has 72 hours to remove the aforesaid trash, debris, and other material. If the material will require more than 72 hours to remove, the Association has the authority to fix a deadline for removal.

b. Failure to comply and remove the material within 72 hours, or by the date set by the Association, will result in a fine of $10 per day, and retroactive to the day of warning/notification until the situation is resolved.

11.2 Homes/yards/garages/sheds/driveways. Each of these shall be routinely cleaned, painted, and repaired to ensure a neat, clean and orderly appearance. The purpose is to enhance and maintain the value and aesthetic aspects of the Association.

a. A shed, as defined by the Association, is that small structure placed in a member's backyard, and which purpose is to store lawn/construction equipment, patio furniture, bicycles, and other material, and/or to serve as a workshop, play area, or recreational comfort space. Composite and wood style sheds will be the standard within the Association, in conformance with the Architectural Policy. No metal siding sheds will be allowed. Tents, canopies or awnings, constructed of any material, are not allowed to serve as a permanent shed-type structure. Metal roofs are allowed. Must update our Architectural Policy to reflect this requirement.

b. A member whose home, yard, garage, shed and/or driveway is identified as being unsightly in its outward appearance, and after receiving a warning from the

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Association of their visible condition and need for cleaning, repainting, and/or repair, will have 30 days to present a plan to the Association to resolve the problem.

c. If a member fails to submit a plan to the Association within 30 days following notification, the member will be fined $10 per day, retroactive to the date of notification, until a plan is submitted.

d. If the member does not comply with the approved plan and the deadline detailed in that plan, or receive an extension from the Association, they will be fined $10 per day, and retroactive to the day of the approved plan, until cleaning, repainting, and/or repairing is complete.

e. Sheds will not be used as a residence or for residential purposes, either temporary or permanent.

11.3 Members will ensure driveways, paths, parking spaces, and lake access roads are capable of safe usage by members, their guests and emergency personnel and vehicles, and that they do not present a liability concern.

11.4 ~~The landowner~~ A property owner may not excavate or otherwise modify his/her land in such a manner as to cause an adjoining property owner's land to subside, collapse, retain water or alter the natural flow of water so it flows or backs up onto the adjacent property, lose land mass, or any other kind of damage.

a. Failure to comply will result in a fine of $20 per day, and retroactive to the date of damage, until the member repairs all damage to the adjoining member's property, and ensures no future issues will occur.

11.5 No encroachment of any kind on adjoining property including piling of brush, access by equipment, storage of materials and/or trash is allowed.

a. A member who blows/moves leaves, brush, wood or other material onto an adjoining property will be fined $150.

b. If the offending member resolves the situation within seven (7) days, no fine will be issued.

11.6 No cutting of live trees larger than 8" in diameter without permission from the Association office. Prior to cutting trees 8" or larger, the member must request an evaluation from the Association, i.e. trees that are a potential danger to persons or structures, must be removed for approved construction projects, etc.

a. A member who cuts any live tree larger than 8" in diameter—without the approval of the Association—will be fined $150 per tree, and be required to replace it with a nursery grown tree.

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11.7 Swimming pools must be secured with a fence or with a mechanism (such as a pool cover) that prohibits children from accessing the pool without permission. (Discuss with your insurance agent.) All pools on Association property will be inspected annually by Association personnel to ensure it is meeting the fence and safety standards. Pools that do not meet the fence and safety standard will not be allowed to open for member or guest use until the problem is corrected.

11.8 Mail and newspaper boxes. The Association allows creativity in member mail and newspaper boxes, and to enhance a visually appealing community, all mail and newspaper boxes will meet the following standards:

a. 41"- 45" measured from the lawn to the top edge of the mailbox.

b. Positioned 6"- 8" from the edge of the road to the front lid of the mailbox.

c. If a post-type structure, must be maintained in a vertical orientation, i.e. not allowed to tilt in any direction.

d. If a brick or stone structure, must be of natural or painted brick or decorative stone.

e. Mail and newspaper boxes must be maintained neatly and in a horizontal orientation.

f. Will be of treated wood or a composite product no less than 3" squared, and anchored at least 24" in the ground.

g. Will be of metal no less than 3" squared.

h. Any variance from the above standards will require Architectural Committee approval.

i. Members whose mail and newspaper boxes are deemed to be in non-compliance with the above standards, and/or are judged to be visually unappealing in their overall appearance, will receive a warning to effect repair or replacement within thirty (30) days, or such time as agreed between the Association and the member.

j. Failure to comply by the deadline will result in a fine of $10 per day and retroactive to the date of notification.

12. BOATING.

All boats must be under control and driven at safe speeds at all times. Repeated violations of any and all boating regulations may result in cancellation of boating privileges on the lake. Each boat owner is responsible for maintaining their craft in accordance with current Kentucky State Regulations and Association inspection regulations. Kentucky Fish and Wildlife officers may cite members for boating violations on Doe Valley Lake.

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12.1. Inspections and Permit Stickers. Every motorized boat launched from the Marina or from a member's property shall have a current Kentucky state registration in the property owner's name which displays the current year's decal. According to state regulations, the sticker is placed on the front sides of the boat hull.

a. All motorized boats operating on Doe Valley Lake must also receive an annual Association inspection permit. Permit fee will $25.

12.2 Every motorized boat launched from the Marina or from a member's property shall be inspected by Association personnel to verify that it (1) has a current Kentucky state registration sticker; and (2) meets all Association standards. Upon approval, the member will be issued an Association permit sticker, which will be affixed behind the Kentucky state registration sticker. **Motorized boats without a current Association permit sticker will be not allowed to operate on the lake.**

a. Failure to receive and properly place an Association permit sticker on a boat will be assessed a fine of $250.

12.3 All boats are limited to (1) a single, ten (10) horsepower motor for hull boats, or (2) a single, twenty-five (25) horsepower motor for pontoons. No exceptions will be made to the horsepower limitations in any circumstance. Motors shall be muffled at all times. Any motorized craft designed or primarily operated strictly for "speed" will not be approved. No boat or craft designed for skiing may be launched on the lake.

a. If, subsequent to receiving an Association permit sticker, any boat motor is discovered to have been (1) changed from the original approved motor in any capacity so as to operate higher than Association approved horsepower, and/or (2) intentionally mislabeled so as to deceive the actual horsepower currently in use, will be fined $1,000. Additionally, the Association has the authority to ban the boat from operating on the lake, temporarily or permanently. If the boat is not member-owned, yet has been found in willful violation of Association standards, the member may be banned from any motorized boat operation on the lake, temporarily or permanently.

~~B. The member's lot number shall be displayed in numbers not less than two (2) inches in height on the right and left sides of **ALL** watercraft, i.e. AW348 (Audubon Woods).~~
Remove this line.

12.4 All boats on the lake must be safe and of sound construction. The Association may issue a warning citation for boats not in compliance and ~~may~~ will remove from the lake those not in compliance that present a hazard to the community at large, and refunding dockage fees as necessary.

12.5 Boats must have a proper berth fixed to an approved boat dock, placed in a Marina boat slip, moored to points on the lake or along the shoreline in areas specifically designated by the Association. No boat shall be moored to any point of the lake or shoreline not set aside as a

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designated area.

a. Boats improperly moored to the shoreline will be taken to the Marina area. Boats, docks or any items which are adrift, or deemed unsafe upon the waters of the lake, may be removed from the lake by the Association. If no owner can be located, the equipment will be disposed of at the next annual Fishing and Boating Club Yard Sale, if salvageable; otherwise it will be disposed of at Meade County Solid Waste.

b. Delinquent Marina boat slip payments. Members whose boat slip fees are delinquent will lose their boat slip privilege.

12.6 On-board boat toilets can be used on the lake provided the boat is so equipped and waste is disposed of properly. There must be no leakage of waste into the lake.

a. Any boat found to have dumped toilet waste (including dirty diapers) into the lake will be fined $1,000. Additionally, the Association has the authority to ban the boat from operating on the lake, temporarily or permanently.

12.7 Boat traffic/safety issues. The right of way of boats shall be in the following order:

1. Sailboats
2. Rafts
3. Canoes and kayaks
4. Paddle boats
5. Row boats
6. Motorboats

12.8 No boat shall be operated at an unsafe speed. When approaching any Marina, member boat docks, beaches, roped swimming areas, shoreline fishing persons or any anchored boats, the operator shall proceed at idle [“no wake”] speed.

a. Any boat observed to be moving faster than idle speed in the Marina, around member boat docks, beaches, roped swimming areas, shoreline fishing persons, or any anchored boats, will receive a warning. Failure to comply will result in a fine of $50. This fine will be assessed to the Association member/property owner.

b. Second and further violations will result in a fine of $100 per violation, assessed to the Association member/property owner, and possible loss of lake boating privileges.

12.9 No boat shall be operated at speeds in excess of ten (10) miles per hour after dark. Running lights must be used after dark.

12.10 While a boat is moving, passengers will not have feet in the water.

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12.11 Pulling a floatation device behind a boat is permitted. The following safety rules apply:

a. There must be two persons on the boat in order to pull someone behind the boat; (1) driver, (2) observer, and (3) person being pulled behind the boat on a floatation device.

b. Person being pulled on floatation device must be wearing a Coast Guard approved lifejacket.

c. Driver must maintain a safe speed and not travel within 50 feet of another boat (parked, moored, floating or moving) while pulling someone behind the boat.

13. <u>FISHING</u>.

Doe Valley Lake is recognized as a premier fishing environment in Kentucky. All members of the Association are expected to help maintain the beauty of the lake and its amenities.

a. Seining, fish traps, trotlines, and explosives of any type, are prohibited.

b. Size and bag limits shall be subject to inspection by management and law enforcement. Size and bag limits shall be recommended by the Fish and Wildlife yearly guidelines and posted at the Marina.

c. No trash shall be thrown into the lake or left on the shoreline or docks. No rough fish minnows; such as goldfish, carp, buffalo, etc., shall be allowed to be used as bait.

d. No fishing from the dam, spillway or Marina. The exception is at the "fishing dock" designated at the Marina.

e. When at the Marina, fish are to be cleaned at the fish cleaning station. Fish heads or remains should not be put into garbage cans; they should be thrown into the water.

14. <u>LAKE ISSUES</u>.

All riparian rights of every kind and nature are retained by the Association. The right of access to Doe Valley Lake from any lot in the Association is retained by Doe Valley Association, Inc. The dedication of any private or public ways and easements or the granting or sale of licenses or privileges shall in no way impair such rights of access and all other riparian rights. They are to which said retained riparian rights are deemed to extend shall be that area below a line which is at an elevation of four hundred ninety (490) feet above sea level.

Doe Valley retains the right of use and/or control use of Doe Valley Lake, the water therein and boating and other recreational privileges as well as any and all commercial or other usages. No deed to any lot shall be deemed to convey any tangible or intangible property rights to said water, the use thereof, or any boating or recreational privileges.

No Subdivision lot owner or member having property contiguous to or adjoining the lake

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shall have any right to use the lake unless they are in good standing with the Association. Members with lots adjoining, contiguous to or accessible to the lake may receive a permit to construct private boat docks, subject to a development plan and approval by the Architectural Committee. This property must be maintained and ~~may~~ will be subject to periodic inspections. Fines will be imposed and the docks removed if not repaired as mandated by the Office.

14.1 Member docks. All dock plans must be approved by the Architectural Committee prior to construction. All boat docks must be properly built and securely attached to the shore. Steel flotation containers are prohibited for use as a dock.

14.2 Maintenance of member docks and access ramp. A member boat dock and access ramp, having been approved by the Architectural Committee, will be maintained to be:

a. Structurally sound, well-maintained and safe in its use. Docks must be sturdy, free of broken or uneven sections. decking is clean and free of unnecessary obstructions and tripping hazards (e.g. pop-up nails and screws, degraded, rotting wood, etc.). The dock bull rail must be well-maintained, showing no sign of rotting and weakness, and sturdy enough to support visitor and equipment use.

b. Neat and orderly, and of a visually appealing appearance. Upon inspection, the Association reserves the right to require resealing/repainting to maintain this standard.

c. Members whose boat docks are not maintained according to Association standards will receive a warning and given 30 days to effect maintenance and repair, or a date as agreed to by the member and the Association.

d. Members who fail to comply within the time allocated will be fined $10 per day, and retroactive to the date of notification, until the required maintenance and repairs are completed to Association standards. Failure to comply with all Association standards may result in the removal of the dock.

14.3 Lake swimming. Two swimming beaches are provided and marked off from boat traffic. Motorized boats must maintain a minimum of 25 feet distance from the swimming area boundary.

a. Boats closer than 25 feet will receive a warning and be required to move to the minimum distance. Failure to comply will result in a fine of $50 for each violation.

14.4 **No animals are permitted on any beaches or by the pool except for those trained and approved as a service animal**.

a. Members whose animals are found to be present on the beach will receive a fine of $50.

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b. Members whose animals defecate on the beach will receive a fine of $100 and be required to completely remove the animal waste.

c. The Americans with Disabilities Act (ADA) requires that service animals be under the control of the handler at all times. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal.

14.5 Swimming in Association designated swimming areas between sunset and sunrise is prohibited. Use of the beaches and beach facilities and/or amenities shall be limited to between the hours of sunrise and sunset.

a. Members and whose immediate family or guests are found to be in violation of *paragraph 14.5* will receive a warning to leave the area immediately. Continued non-compliance, or return to the area following initial warning will result in a fine of $250 each time a Compliance Officer or Security Officer must respond.

14.6 Swimmers who leave the shore at lakeside property should be aware of boat traffic and swim close to the shore. Diving or jumping from cliffs, stumps, trees or water control tower is ~~forbidden~~ prohibited. Swimming from the dam or spillway is ~~forbidden~~ prohibited.

a. Members and whose immediate family or guests are found to diving from prohibited areas, or swimming from the dam or spillway, will be fined $25.

14.7 When swimming from boats, swimmers should be within twenty (25) feet of the boat.

14.8 Persons must be appropriately clothed while swimming in the lake or using the beaches or pool. Swimwear that is defined as a thong, string or g-string-type, or other similar type by other names, is prohibited. Buttocks must be covered at all times. Nudity in Association common areas or visible to the public at large from member's property or boat is prohibited. *(see paragraph 6, Personal Conduct)*

15. <u>SWIMMING POOL AND TENNIS COURTS</u>.

The use of the swimming pool and tennis courts shall be as directed by the Association and shall be in accordance with rules posted in a public place at the Swim and Tennis Club and visible in the pool and tennis areas.

a. Failure to comply with the posted rules for the swimming pool and tennis courts will result in a $25 fine for each listed rules violation.

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16. <u>CAMPGROUND FACILITY</u>.

The use of the campgrounds shall be as directed by the Association and in accordance with rules posted in the campgrounds and in the Association Administration Office.

a. Failure to comply with the posted rules for campground use will result in a $25 fine for each listed rules violation.

17. <u>YARD</u>.

17.1 Yard signs. A yard sign is defined as a a placard of any material or size that is affixed to any area of a member's yard and is visible from the roadway. Any signage other than "For Sale" (with associated contact information) is prohibited. "For Sale" signs may only be displayed on the property being offered for sale. Open house requests and associated signage must be approved through the Association.

a. As an option, a member may place signs on their porch. Such signs will not display profane and/or obscene language, nudity, symbols, photographs, graphic art or gestures. *(see paragraph 6, Personal Conduct)*

b. Political signs of any type and/or on any platform, i.e. vehicle, trailer, table, etc., may not be displayed in a member's yard more than two (2) weeks prior to an election and must be removed the day following the election.

c. Any other signage that may be necessary for safety considerations ("Child at Play," "Deaf/Handicapped Child," "Construction Area," etc.) may be approved by the Association.

d. A member violating the Association signage standard will receive a warning and have 24 hours to comply. Failure to comply with the Association standard for signage will result in a fine of $250. Continued non-compliance will result in a fine of $50 per day until the sign is removed.

17.2 Yard decorations. Seasonal/holiday decorations are permitted, and must be maintained in a neat and orderly appearance.

17.3 Association members celebrate a variety of holidays with yard decorations. The Association recognizes and establishes the following standards for three major holidays: Easter, Halloween and Christmas.

a. Easter specific decorations may be displayed one week prior to the day of Passover. They will be removed no later than seven (7) days after Easter.

b. Halloween specific decorations may be displayed beginning 01 October, and must be removed no later than 15 November.

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c. Christmas specific decorations may be displayed on or after Thanksgiving Day, and must be removed no later than 15 January.

17.4 All other seasonal/holiday decorations may be displayed one week prior to the holiday, and must be removed one week following the holiday. Easter, Halloween and Christmas specific holiday decorations will not remain in a member's yard indefinitely. All yard decorations must be displayed and removed according to Association standards.

17.5 A member will receive a warning that they are in violation of the yard decoration standards. Upon notification, the member will have seven (7) days to remove the decorations.

a. Failure to comply will result in a fine of $10 per day until the decorations are removed.

18. <u>ANIMALS</u>.

All members of the Association are legally accountable/responsible for any pet they own, as well as the actions of any pet that is a guest on their property, for pet-related damage, injury or extreme disturbances.

18.1 Dogs, cats and other household pets are allowed, provided that they are not kept, bred or maintained for any commercial purpose.

a. Domesticated wild animals or farm animals are prohibited. No livestock, hooved animals or poultry of any kind shall be raised, bred or kept on any lot.

18.2 All pet owners are required to follow state, county and Association regulations regarding licensing and leash laws.

18.3 Pet owners walking their dogs on leashes are required to pick up and dispose of their animal's waste.

18.4 The Americans with Disabilities Act (ADA) requires that service animals be under the control of the handler at all times. The service animal must be harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal.

18.5 Unattended pets. No pet may be left unattended on Association property or another member's property. Dog's must be leashed at all times on all areas while off an owner's property. Cats are recognized by the state as free-range animals.

a. Owners of identified, unattended/unleashed/loose dogs that are not on an owner's property will receive an initial fine of $150.

b. All subsequent violations will result in a $300 fine for each violation. The Association has the authority to immediately have the animal removed from

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Association property. An appearance before the Board of Directors may be required to appeal the decision.

18.6 Dog bites. If the Association is notified of a dog bite incident, Animal Control will be called to capture and remove the animal from the Association. If the dog escapes, the Association will attempt to identify the owner. If successful, Animal Control will remove the dog from the owner's property for an automatic 10-day quarantine at the owner's expense.

a. A dog bite incident will incur a $500 fine—PER ANIMAL BITE—assessed to the Owner. During the 10-day quarantine period, owners of animals that bite any person will be mandated to meet with the Association and provide proof of vaccination. At this meeting, the Association will determine whether the animal will be allowed to return to Association property. An appearance before the Board of Directors may be required to appeal the decision.

18.7 Dog barking. Dogs barking at night and/or disrupting other residents will not be allowed. Owners must immediately correct the problem. Nuisance barking during daytime hours will be evaluated on an individual basis.

a. Owners whose animals violate the daytime or quiet hours guidance will receive a warning. For continued complaints of nuisance barking that occurs during daytime or quiet hours, the member/property owner will receive a $50 fine per incident.

18.8 Animal kennels and/or fenced pens. Kennels and fenced dog runs placed on lots must be approved by the Architectural Committee and be of a temporary nature so they can be removed when no longer required by the member owner. No more than two kennels per home owner will be authorized. Kennels, pens, doghouses, etc. for any pet kept outside, must not be visible from the street. Kennels will be authorized as a temporary variance. The temporary variance is not transferable to a new owner but can be reapplied for as necessary.

a. Owners who do meet the requirements will receive a warning, mandating correction within 10 days from the date of the warning.

b. Failure to comply will result in a $20 per day fine until the problem is corrected.

18.9 Animal odors. Neighbor complaints about excessive animal odors will receive a warning from the Association, mandating elimination of the odor problem within 5 days.

a. Failure to comply will result in a $20 per day fine, until the odor is eliminated.

18.10 Property destruction by animals. The owner of an animal will pay for all required repairs to damaged/destroyed Association and/or member property.

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a. Animals that cause damage/destruction of Association and/or member property will be assessed a $50 fine per event.

18.11 For-profit animal rescue/shelters are prohibited.

19. <u>OUTDOOR BURNING</u>.

Outdoor burning on Association and member property is prohibited unless contained in a screen-covered, portable burn receptacle. ~~The~~ All fires, i.e. brush, leaves, pits, cooking, recreational, etc., ~~in the portable pit~~ on a member's property must be continuously monitored, with water hose/fire extinguisher immediately available, and properly extinguished when ~~finished~~ the member leaves the area. This includes campfires near the lake or other water areas. Yard debris (brush, leaves, and trees) may be brought to the burn area at the Association Administration Office.

a. Member's whose outdoor burning is un-attended, conducted in any unsafe manner, and/or a violation of the Association standards or County no-burn orders, will be assessed a $100 fine per incident.

20. <u>FIREWORKS</u>.

Member recreational fireworks are allowed on the Association under the following conditions:

a. The member accepts all liability for damage and injury from their fireworks to any person and/or another Association member's residence and property.

b. Fireworks of any kind are prohibited during state and/or county no-burn orders.

c. Appropriate safety equipment (garden hose, fire extinguisher, etc.) must be on hand.

d. Fireworks are allowed only during two (2) annual holiday periods: (1) Independence Day, from June 27 to July 11, until 11:00 p.m. each evening, and (2) New Year's Eve, from midnight until 1:00 a.m.

e. A member must notify their immediate neighbors of their intent to use fireworks so that the neighbor is aware, and can prepare themselves, their family, and their pets for the noise.

f. Failure to comply with the Association fireworks standards will result in a fine of $100 per incident.

21. <u>RESIDENTIAL TANKS</u>.

Residential tanks for the storage of fuel must not be visible from the roadway or, as per the Association Architectural Policy, "must be concealed from view." Tanks that are positioned and visible from the roadway must have shrubbery, lattice-work, or other type screen approved

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by the Architectural Committee, to conceal the tank.

22. TRASH RECEPTACLES.

Every household trash receptacle (of any kind) for trash, rubbish or garbage shall be maintained in a neat, orderly and clean appearance. During the week between garbage pickups, there will not be trash, trash bags, rubbish or other garbage that spills or overflows out of the receptacle. Additionally, in between pickups, trash and rubbish will not be stored outside of and/or next to the trash receptacle. Trash receptacles can only be at the roadside the evening prior to trash pickup and the day of trash pickup. They must be moved away from the street the evening of trash pickup. ~~kept in a place so as not to be visible from any street, the lake or other facilities with the Subdivision at any time, except on the evening before or the day of refuse collections. Receptacles are to be removed from the street and stored properly the day of pickup.~~ If a member will be out of town for a period of time, arrangements should be made with neighbors to assist in removing them.

a. A member who fails to maintain a neat, orderly and clean trash receptacle will receive a warning. Continued violation will incur a fine of $25 per incident.

b. A member whose trash receptacle(s) is not removed from the street on the evening of trash pickup will receive a warning. Continued violation will incur a $25 fine per day that the receptacle remains near the street.

23. TREE DAMAGE.

The owner of unoccupied lots shall assure storm and decay damaged trees, or from other natural causes, impacting other's property are removed, or the Association will levy a reasonable charge against the property owner to accomplish removal.

24. ESTATE/YARD SALES.

Estate/Yard Sales open to the public will not be allowed without prior permission and coordination of the Association.

a. Unapproved Estate/Yard sales will be assessed a $100 fine.

25. QUIET TIME.

Quiet time in ~~all Doe Valley~~ the Association shall be between the hours of 9:00 p.m. and 7:00 a.m. weekdays. On weekends the times are ~~12:00 a.m.~~ 11:00 p.m. and 9:00 a.m. No noxious or offensive activity shall be engaged upon any lot, nor shall anything be done thereon which may be, or become, an annoyance, nuisance, and health or safety issue to the neighborhood. This includes, but is not limited to, excessive or continuous noise from pets, mechanical and electronic devices, power equipment, loud vehicles, music, parties, bright/glaring lights, and/or other activities/equipment residents deem to be annoying or disturbing the peace.

a. Violations of the above standards will result in a fine of $50 per incident.

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26. <u>DRONES</u>

The use of drones in our society has grown significantly in their legitimate recreational and commercial use. However, drones are also used for other nefarious purposes, such as voyeurism, intentional annoyance, criminal observation, etc. The Association's purpose for drone rules and regulations is to enhance the safety and privacy of its members.

a. Drone operation in the Association footprint must follow all federal, state and local laws of operation.

b. All drones must be registered with the FAA, and the registration number must be etched onto the drone.

c. Flying time for drones in the Association footprint is limited to between the hours of 30 minutes before official daily sunrise, and 30 minutes before official daily sunset (this follows the FAA rule for flight time).

d. No drone will be flown lower than treetop level in all Association footprint residential and/or common areas, or along roads and right-of-ways.

e. Low flying drones can strike boats and passengers, and people on the beaches, docks and other areas along the shoreline. No drone will be flown lower than 50 feet above the surface of the lake.

f. Members may receive a permit from the Association for specific and approved drone flights in the Association footprint that will fall outside of the aforementioned standards.

g. A member whose drone violates Association rules will be fined $100 for each incident. If a drone belongs to a guest, the fine will be assessed to the member hosting the guest.

27. <u>PROHIBITED ACTIVITIES</u>:

27.1 No activities may be conducted on any member lot or Association common area which may be determined to be, or become, an unreasonable annoyance, nuisance or danger to any owner/member of another lot or Association common area in the Subdivision.

27.2 Hunting of any type is not permitted on any property in ~~Doe Valley~~ the Association. Failure to comply with this prohibition will result in a fine of $500.

a. Culling of nuisance wildlife is only approved per criteria as established by Kentucky Fish & Wildlife officers and the Association.

27.3 Solicitation of any kind is prohibited in Doe Valley.

27.4 No structure of a temporary character, or a house trailer/mobile home, tent, shack, shed, garage, camper, RV coach/trailer or other outbuilding shall be used on any lot at any time

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as a residence or for residential purposes, either temporary or permanent.

28. <u>ENFORCEMENT OF REGULATIONS</u>.

28.1 The Association reserves the right and shall have the power and duty to enforce all rules and regulations, and issue associated fines, promulgated herein.

28.2 All rules and regulations will be enforced equally to all members of the Association, without selective consideration, aspects of favoritism or personal bias.

28.3 The Association recognizes that there are any number of mitigating circumstances and reasons that could justify an alternative course of action in relation to the identified violation of the CRRF. The Association does grant waivers and exceptions due to such extenuating circumstances, and it is incumbent upon the member to approach the Association to discuss and request such waivers. The Association reserves the right to reject requests for waivers and/or exceptions.

29. <u>COMPLIANCE OFFICER</u>.

29.1 A Compliance Officer acts as an official and authorized assignee of the Association. Compliance Officers are responsible for evaluating a member's home and property to ascertain compliance with the CRRF, Architectural Policy, Property Restrictions, and other guiding policies. Compliance Officers consist of volunteer members in good standing who inspect, through visual observation and evaluation, to assess an Association member's compliance with the CRRF. This may include personal/face-to-face response to violations brought to the Association's attention. Such volunteer members utilize a non-subjective checklist, based upon the standards contained within the CRRF and other Association documents and policies, to perform this unique duty. As stated in *Frequently Asked Questions About a Homeowner's Association* (*paragraph 2.1*):

"In the Association, all the owners and members willingly volunteer to develop and abide by various rules, regulations, restrictions and application of fines that will apply to the entire community. Their purpose is to sustain a neat, orderly and peaceful environment, and to protect, enhance, and maintain the homes and other valuable and aesthetic aspects of a member's property. This helps preserve and, hopefully, bring increase to the value of member's property.

"Property value is often a reflection of the surrounding property, i.e. homes, structures, facilities, amenities and the maintenance of a lot. An Association is that agreement between its members to act in accordance with the rules and regulations to help maintain that value. This may include rules governing landscaping, trash and its method of disposal, home exterior appearance and maintenance, construction, vehicle parking and storage, trees, noise levels, traffic rules, and any other aspect that the community and Board of Directors deem vital to the intrinsic value of property and quality of life."

29.2 The determination of a violation, the issuance of a warning, and the assessment of a fine will be performed only by the Compliance Officer or other authorized Association staff acting as an assignee of the Association.

~~may be established to benefit all members/property owners. Such committees will serve only in~~

~~an advisory capacity to the Doe Valley Association General Manager and the Board of Directors.~~

30. ISSUING A FINE TO AN ASSOCIATION MEMBER.

In many cases, a member who is in violation of the Association CRRF can resolve the issue with a warning, and before a monetary fine is assessed. However, warnings are not issued for all violations. When a monetary fine is issued to a member, it will fall into one of three tiers as identified in Appendix 1: Schedule of Fines.

30.1 Method of fine. A Compliance Officer or other authorized Association staff confirms a member is in violation of the CRRF ***with assessed fine***. Members are notified as per the following:

a. In person. A member may be addressed in person concerning a violation. That member will be provided immediate confirmation of notification, with follow-up email and/or letter.

b. In writing. If a member cannot be notified in person, they will receive written confirmation of the violation by email and/or letter.

31. APPEALING A FINE.

31.1 Every Association member has the right to appeal monetary fines without fear of retribution. The Association also recognizes that there are any number of mitigating circumstances and reasons that could justify an alternative course of action in relation to the identified violation of the CRRF. Upon receiving notification of a CRRF violation and assessment of related fine/fines, the following procedures will be observed:

a. A member must appeal a fine in writing within 5 business days to the Association.

b. A member may or may not appear before the Compliance Board when appealing a fine. If choosing to appeal exclusively in writing, the written statement can contain the arguments of their position and evidence for the Board to consider.

c. If in-person appeal is desired, the Association will coordinate a meeting with the member and the Compliance Board to review the details of the violation. This meeting will occur at the Administration Office during normal business hours.

d. If the Compliance Board upholds the fine as issued, and the member continues to dispute the assessed fine, that member may appeal to the Board of Directors for a final determination in the matter.

e. All fines imposed will be collected as are other Association debts.

~~The Board of Directors shall appoint one or more committees – each to hear charges of certain classes of offense – charged with hearing the evidence of witnesses with respect to any~~

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~~violation(s) charged, and to decide whether or not such charge has been substantiated by the evidence adduced and to assess penalties for violations which the committee has determined to exist.~~

~~Such penalties may consist of reasonable fines and/or suspension of privileges in facilities as may appear to be appropriate in the circumstance. Citations will be written thirty (30) days after a warning citation is issued. Owners will receive a certified letter notifying them of the warning citation and the consequences that will follow. The amount of the fine will be added each month until the issue has been brought into compliance.~~

~~After a warning or fine is issued, a member may appeal the decision in writing via e-mail to the Compliance Committee. The Compliance Committee will then arrange a meeting to mediate the outcome. However, if no resolution can be obtained or any person is aggrieved by the decision of the Compliance Committee, the matter will be turned over to the Board of Directors for a final determination in the matter. All fines imposed may be collected as are other debts of members.~~

32. ELECTION PROCEDURES

Section 7: Election Process, and *Section 8: Election Committee,* of the Doe Valley Association, Inc. By-Laws contain the basic guidelines for the election of members to the Board of Directors. The Board of Directors will ensure that the provisions of Sections 7 & 8 of the By-Laws, and the content of *paragraph 32: Election Procedures* of the CRRF are followed. The intent is to establish additional basic procedures relative to and in support of those contained in the By-Laws. Contained herein are the basic rules for (1) the safeguarding of ballots; (2) responsibilities of the of Oversight Director; (3) responsibilities of the Election Committee, and (4) procedures relative to "Poll Watchers" who wish to monitor the ballot/vote counting process.

32.1 Ballot Handling and Safeguarding. The Association shall make available to the members a lockable ballot box secured by two separate locks. The box must be large enough to contain all ballots submitted, without need to transfer overflow to another container. The key to one of the locks shall be held by an Association staff member. The key to the other lock shall be held by a member in good standing.

a. The ballot box shall be placed at the Association Administration office readily available to membership and remain there, unopened, throughout the duration of the voting period. The ballot box cannot be opened until the Election Committee is assembled to tally the votes.

b. As per Section 7c of the DVA, Inc. By-Laws, "Ballots may be returned in the official return envelope and must be received in the administrative office not later than two (2) days prior to the date set for the annual meeting."

32.2 Responsibilities of the Oversight Director. The appointed Director is responsible for the following:

a. Organizing the Election Committee. To preclude any appearance of possible conflict of interest, family members of members of the Board, members of DVA, Inc. management or their family members, as well as family members of any

candidates for election to the Board of Directors, shall not be members of the Election Committee. Association secretarial and administrative "trusted agents" may assist the Election Committee in areas other than actual ballot vote count.

b. Ensuring all members of the Election Committee are fully cognizant of, and agree to abide by, the contents of Sections 7 & 8 of the By-Laws and paragraph 32 of the CRRF in the conduct of their election responsibilities.

c. Safeguarding of the ballot boxes in accordance with paragraph 32.1 above.

d. Preparation of such written instructions as may be required to ensure standardization and accuracy of the vote counting procedures. This will include the development and approval of any tabulation forms required for the counting of the votes.

e. Ensure the availability of a complete list of Association members in good standing and the number of ballots each member is authorized to cast based on the number of lots owned by that person.

f. Oversight of the committee during the conduct of its duties, to include ejection from the proceedings of any individual who is disrupting or interfering with the process of ballot/vote counting.

g. Ensure that all members of the Election Committee and Poll Watchers are briefed that no information of the progress of the vote will be discussed outside the vote counting area during or after the count, and that announcement of the results of the voting is the sole responsibility of the Secretary of the Board of Directors during the annual meeting.
h. The Oversight Director will not participate in ballot counting.

32.3 Responsibilities the Election Committee. The members of the Election Committee will adhere to the requirements of Sections 7 & 8 of the By-Laws and paragraph 32 of the CRRF in the conduct of their election responsibilities and the oversight provided by the Director. The Election Committee has distinct responsibilities**:** (1) verify the eligibility of the voter; (2) count ballots, and (3) prevent misuse of the voting system.

a. The Committee will convene at the call of the Director on the day prior to the annual meeting for the purpose of opening, verifying and counting ballots.

32.4 Poll Watchers. A "Poll Watcher" is defined as a member in good standing whose request for attendance at and witnessing of the counting of election ballots has been approved. Approval is granted by the General Manager or a member of the Board of Directors.

a. The Oversight Director will ensure all Poll Watchers are properly briefed on the conduct of the proceedings, their rights and the conduct expected of them.

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b. Candidates for election to the Board of Directors and their relatives, as well as employees of DVA, Inc. are ineligible to act as Poll Watchers.

c. Any member in good standing desiring to serve as a Poll Watcher shall submit a letter requesting such designation to the General Manager or a member of the Board of Directors no less than ten (10) days prior to date of the annual meeting. Upon approval, the General Manager will notify the member of the date/time/location of ballot counting.

d. When ballot counting begins, Poll Watchers will refrain from distracting conversations and/or actions that disrupt or interfere with the conduct of election business.

32.3 Approved Poll Watchers are entitled to:

a. Observe the activity in the ballot-counting area.

b. Sit or stand near enough to the counting table to verify the accuracy of all ballot-counting actions.

c. Call to the attention of the Oversight Director any observed occurrence believed to be an irregularity or a violation to the prescribed election ballot/vote counting procedures.

d. Witness the summation of the final vote count.

e. Poll Watchers are not allowed to participate in any of the official actions of the Election Committee and are not allowed access to the ballots for their own verification of results.

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CERTIFICATION

I hereby certify that the above revised Doe Valley Association, Inc., ~~General~~ Community Rules, Regulations and Fines were adopted by the Board of Directors of the Doe Valley Association, Inc., a Kentucky Corporation.

_____, Secretary

DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 1: SCHEDULE OF FINES

The Doe Valley Association, Inc. member fines are based upon the Community Rules, Regulations and Fines (CRRF), and are designed to encourage compliance with community standards for a neat, clean and orderly appearance of property, and a peaceful, safe place in which to live and enjoy life, facilities and amenities.

In many cases, a member who is in violation of the Association CRRF can resolve the issue with a ***warning***, and before a monetary fine needs to be assessed. If a monetary fine is issued to a member, it will fall into one of three tiers:

Tier 1 (T1): Low-level monetary fines (>$100) for minor violations/infractions. These fines typically are applied on a daily and/or reoccurring basis, and may be retroactive to the date of notification of the violation.

Tier 2 (T2): Singular, mid-level monetary fines(<$100-$300) that are designed to encourage cooperation and compliance with community standards, and discourage continued non-compliance.

Tier 3 (T3): High-level monetary fines (<$300) that reflect gross and significant violation of community standards which threaten Association member's health, safety, peace, appearance and/or property value.

REF = Reference paragraph in the CRRF.
FINE = The amount of the fine.
/P = Per Day
/R = Retroactive to the date of notification.
DESCRIPTION = A short definition of the fine, per the CRRF.

REF	FINE	DESCRIPTION
6.1c	$250	(T2) Member and/or immediate family or guests violate standards of personal conduct.
6.1c	$500	(T3) Member and/or immediate family or guests continue to violate standards of personal conduct.
7.1b	$20	(T1) Business that is disruptive to the neighborhood.
7.1c	$250/P	(T2) Business that is disruptive to the neighborhood, multiple violations.
8.1b	$250	(T2) Member and/or their immediate family side-step the visitation rules.
8.7c	$150	(T2) Member not in good standing who has unauthorized guests using facilities/amenities.
9.2a	$300	(T2) Failure to receive the required permit from the Association for fence construction.
9.2b	$100/P	(T3) Required removal of that part of a fence in violation; failure to comply.
9.3e	$20/P	(T1) Failure to submit a plan for a new construction project or repair/resurfacing
9.3f	$20/P	(T1) Failure to complete new construction or repair/resurfacing by the deadline
9.4c	$20/R	(T1) Violation of the two (2) additional vehicle limit.

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9.4g	$1,000	(T3) RV coaches and/or campers on lot more than 60 days in a calendar year.
9.5b	$50/P/R	(T1) Vehicle parked in prohibited area; failure to move.
9.6c	$10/P/R	(T1) Repair/reconditioning vehicle more than 30 days.
9.7a	$150	(T2) Failure to move a junked vehicle within seven days; vehicle towed.
9.7a	$50/P/R	(T1) If the vehicle is blocked from towing.
9.8b	$150	(T2) Parking on paved surface road or right-of-way.
11.1b	$10/P/R	(T1) Failure to remove trash, etc. that is visible from the roadway.
11.2c	$10/P/R	(T1) Home, garage, shed and driveway in an unsightly outward appearance or unsafe manner; failure to present a plan.
11.2d	$10/P/R	(T1) Failure to meet deadline
11.4a	$20/P/R	(T1) Causing an adjoining property owner land damage.
11.5a	$150	(T2) Blowing brush, etc. onto neighbor's property; no resolution within 7 days
11.6a	$150	(T2) Cutting trees larger than 8" in diameter.
11.8j	$10/P/R	(T1) Repairing/replacing mail and newspaper boxes.
12.2a	$250	(T2) Failure to receive an Association boat sticker.
12.3a	$1,000	(T3) Deception to use higher-than-allowed horsepower engine.
12.6a	$1,000	(T3) Dumping onboard toilet waste in lake.
12.8a	$50	(T1) Moving faster than idle speed in prohibited lake areas.
12.8b	$100	(T2) Second and further violations for moving faster than idle speed in prohibited lake areas.
14.2d	$10/P/R	(T1) Dock maintenance.
14.3a	$50	(T1) Boat distance from swimming area.
14.4a	$50	(T1) Animals on the beach.
14.4b	$100	(T2) Animals that defecate on the beach.
14.5a	$250	(T1) Swimming outside of allowed hours.
14.6a	$25	(T1) Swimming from prohibited areas.
15a	$25	(T1) Failing to abide by posted rules for the swimming pool and tennis courts.
16a	$25	(T1) Failing to abide by posted rules for the campground.
17.1d	$250	(T2) Failing to abide by yard sign rules.
17.1d	$50/P	(T1) Continued failure to abide by yard sign rules.
17.5a	$10/P	(T1) Failure to remove yard decorations.
18.5a	$150	(T2) Loose dogs.
18.5b	$300	(T2) Loose dogs second violation, and following violations.
18.6a	$500	(T3) Dog bite/per bite.
18.7a	$50	(T1) Dog barking, or other animal noise, per incident.
18.8b	$20/P	(T1) Non-compliance kennels.
18.9a	$10/P	(T1) Animal odors.
18.10a	$50	(T1) Property damage by animals.
19a	$100	(T2) Unauthorized outdoor burning.
20f	$100	(T2) Fireworks violation.
22a	$25	(T1) Failure to maintain a neat, orderly and clean trash receptacle.
22b	$25/P	(T1) Trash receptacles that are not removed from the street.
24a	$100	(T2) Unapproved Estate/Yard sales.
25a	$50	(T1) Violation of Quiet Time hours.
26g	$100	(T2) Drones found violating Association rules.
27.2	$500	(T3) Prohibited hunting on Association property.

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DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 2: **COMPLIANCE OFFICER'S CHECKLIST (to be completed)**

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DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 3: **LETTER OF WARNING (to be completed)**

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DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 4: **NOTIFICATION OF VIOLATION/ASSESSMENT OF FINE (to be completed)**

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DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 5: **THANK YOU LETTER (to be completed)**

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DOE VALLEY ASSOCIATION, INC.
Homeowners Association Member Fines

APPENDIX 6: **EXAMPLE LETTER REQUESTING EXEMPTION/WAIVER (to be completed)**

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