

# Cambridge Farms Homeowners' Association Rules & Regulations

## Preface

These "Rules & Regulations" are a compilation of the "Declaration" and various "Governmental Restrictions" that supersedes any previously versions of any "Rule & Regulations" whether recorded or not. In the case of any conflict between the Declaration and these Rules & Regulations, the Declaration shall control.

## Governmental Restrictions

Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of the Declaration, the more restrictive provision shall apply.

- *Declaration Article V Section 7*

## Amendments

Any or all of the restrictions and covenants herein contained may be amended by the approval of two-thirds (2/3) of the votes of the Owners at the time the amendment is made, duly executed and recorded pursuant to law.

- *Declaration Article V Section 2(r)*

## Powers of The Board of Directors

The Board of Directors shall have the power to adopt and publish rules and regulations governing the maintenance and care of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.

- *By-Laws Article VII Section 1(a)*

## Abatement

In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then the Association, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable to the Association upon demand by the Association.

- *Declaration Article VII Section 4*

# Cambridge Farms Homeowners' Association Rules & Regulations

## **Notices**

Any notice required to be sent to the Owner of any Lot pursuant to a Rules & Regulations violation shall be served by personal delivery or by depositing such notice in the mails, postage prepaid, regular mail, addressed to an Owner, at such address as such Owner may have designated to the Association, or if no other address has been designated then at the address of such Owner's Lot, such service shall be deemed sufficient, and the date of service shall be the date of mailing.

- *By-Laws Article XV Section 5*

# Cambridge Farms Homeowners' Association

## Rules & Regulations

### Use Restrictions

Inoperable vehicles may not be kept on any Lot.

- *Declaration Article V Section 2(n)*

No Owner shall permit any motor vehicles (operable or inoperable) owned by such Owner or by any person occupying his dwelling or by any person on his premises as guest or invitee to remain parked on the public streets for more than forty-eight (48) hours.

- *Declaration Article V Section 2(n)*

No pre-existing structure may be brought into the subdivision and placed or erected on any Lot.

- *Declaration Article V Section 2(o)*

*Commentary:*

- *"pre-existing structure" to exclude one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet*

Automobiles may not be assembled, disassembled or serviced in plain view on any Lot.

- *Declaration Article V Section 2(p)*

Inoperative or unlicensed motor vehicle shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

- *International Property Maintenance Code Section 302.8*

No mobile home, house trailer, camper, boat or other like vehicle may be stored on any Lot unless screened from view of adjoining Lots, streets, and the Common Area.

- *Declaration Article V Section 2(q)*

*Commentary:*

- *"other like vehicles" to include recreational vehicles*
- *"recreational vehicle" is every motor vehicle primarily designed as temporary living quarters for recreational camping or travel. The basic entities are: travel trailer, camping trailer, truck camper, motor home and park trailer*
- *"stored" as not have been in use for more than 48 hours*
- *"screened from view" as located within an approved structure and/or having provided adequate landscape screening*

Commercial delivery and other large trucks, including tractor trailers, are not permitted in Cambridge Farms. This includes the tractor and the trailer, whether separate or joined together. No truck having a Gross Vehicle Weight, GVW, of more than 10,000 pounds shall be parked on a

# Cambridge Farms Homeowners' Association

## Rules & Regulations

lot or on a street fronting the lot, except for the occasional delivery of personal items intended for use in the residence. This would include furniture, appliances, parcels, mail, or home services such as plumbing repair, carpet cleaning, upholstery repair, or similar activities. Delivery by trucks must be made between the hours of 7:00 A.M. and 9:00 P.M. Service trucks which are owner-operated and which are used solely for the purpose of providing building repair or maintenance are not subject to the provisions.

- *Zoning Ordinance 11.04.030*

It shall be unlawful for any unauthorized person to discharge a firearm within Cambridge Farms.

- *Municipal Code Section 12-11*

It shall be unlawful for any person in the Cambridge Farms to discharge any air gun, air pistol, air rifle, BB gun, or slingshot capable of discharging a metal bullet or pellet, whether propelled by spring, compressed air, expanding gas, explosive, or other force-producing means or method.

- *Municipal Code Section 12-12*

Fireworks are permissible only until 10 p.m. July 1-3 and from 10 a.m. until 11 p.m. July 4. People wishing to set off fireworks on New Years Eve can set off fireworks from 10 a.m. Dec. 31 through 1 a.m. Jan. 1.

- *City of Gallatin Fire Department - Fireworks*

Signs shall not be located in the rights-of-way unless authorized by the agency maintaining the roadway.

- *Zoning Ordinance 13.07.060*

Political Signs - a "political sign" is a temporary sign created expressly for the purpose of advertising a political candidate, party, or issue during a specific election campaign. The maximum size of a political sign shall be sixteen (16.0) square feet. Political signs shall be placed on private property with the permission of the property owner, and shall not be placed on any public right-of-way. All political signs must be removed within seven (7) days after a primary election for losing candidates, and within seven days after a general election for all candidates. No political sign may be illuminated. No political sign may be mounted on a street sign or a public utility pole. Any political sign which violates any of the provisions of this section shall be removed by the city. It is suggested that no political signs may be erected more than thirty (30) days prior to a primary election

- *Municipal Code Section 15-14*

Real Estate Signs - shall have a maximum sign face area per side of twelve (12) square feet and a maximum height of six (6) feet and must be setback five (5) feet from the Right-of-way. No more than one (1) sign

# Cambridge Farms Homeowners' Association

## Rules & Regulations

per street front is permissible. Signs may be displayed as long as the property is for sale, lease or auction.

- *Zoning Ordinance 13.07.060*

Real Estate Open House Signs - shall have a maximum sign face area per side of twelve (12) square feet and a maximum height of six (6) feet. No more than 1 sign per street front is permissible. Signs may be displayed on Friday and must be removed on Sunday. Open Houses are only permitted from Friday through Sunday, and on holidays.

- *Zoning Ordinance 13.07.060*

Garage/Yard Sale signs shall have a maximum sign face area per side of six (6) square feet and a maximum height of three (3) feet. No more than one (1) sign per lot is permissible. Signs may be displayed no sooner than four (4) days before the event and must be removed within two (2) days after the event. Garage/Yard Sales are only permitted from Friday through Sunday, and on holidays.

- *Zoning Ordinance 13.07.060*

Garage sales shall not exceed three (3) days in duration and are restricted to three (3) times per year.

- *Municipal Code Section 11-166*

Contractor Sign - a "contractor sign" is a temporary sign placed by a contractor or other professional business such as, but not limited to, a landscaper or painter, to advertise the work currently being done on that property. Signs shall have a maximum sign face area per side of six (6) square feet and a maximum height of three (3) feet. No more than one (1) sign per lot is permissible. Signs may be displayed after the issuance of a permit, if required, or on the first day of the project if no permit is required and must be removed within fourteen (14) days after the completion of the project. Signs shall be placed on private property with the permission of the property owner, and shall not be placed on any public right-of-way.

- *Zoning Ordinance 13.07.060*

Trash Containers - as soon as practicable, but no later than 7:30 p.m., after trash containers have been emptied, they shall be removed by the owner or occupant to within, or to the rear of, the premises and away from the street line until the next scheduled time for collection.

- *Municipal Code Section 4-40*

# Cambridge Farms Homeowners' Association

## Rules & Regulations

### Maintenance

All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

- *Declaration Article V Section 3*

*Commentary:*

- "Lots" shall include, but not limited to; the entire lawn/yard area, landscaping, trees, shrubs, bushes, flower beds and gardens
- "Improvements" shall include, but not limited to; the main dwelling, garages (attached or detached), sheds, fences, decks, arbors, trellises, mailboxes, sidewalks, patios and driveways

Dead or diseased trees, shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner thereof.

- *Declaration Article V Section 3*

Upon the failure of any Owner to maintain his Lot, whether vacant or occupied, in a neat, clean, sanitary, safe and attractive condition, the Association, or the authorized agents or employees of the Association may, after thirty (30) days notice to such owner, enter upon such Lot and have the grass, weed and other vegetation cut when and as often as the same is necessary in its judgment and may have dead or diseased trees, shrubs and other plants and trash removed therefrom.

- *Declaration Article V Section 3*

Such Owner shall be personally liable to the Association for the cost of any such cutting, clearing, maintenance or removal determined by the Board of Directors of the Association to be necessary, and the liability for the amounts expended for such cutting, clearing, maintenance or removal shall be a permanent charge and lien upon such Owner's Lot enforceable by the Association by an appropriate proceeding at law or in equity.

- *Declaration Article V Section 3*

All costs incurred by the Association on behalf of such Owner shall be reasonable.

- *Declaration Article V Section 3*

Although notice given as herein-above provided shall be sufficient to give the Association or the right to enter upon such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday.

- *Declaration Article V Section 3*

# Cambridge Farms Homeowners' Association

## Rules & Regulations

### Animals and Pets

No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept as pets for the sole pleasure of the occupants but not for any commercial purpose or use, (limited to one (1) dog and one (1) cat per household).

- *Declaration Article V Section 5*

*Commentary:*

- *"one (1) dog and one (1) cat" to be interchangeable with the term "a total of two (2) dogs or two (2) cats"*

It shall be unlawful for any person knowingly to permit any dog owned by him or under his control to run at large within Cambridge Farms. No person shall permit a dog or cat to defecate on any other individual's property or upon Common Areas without promptly removing said waste material.

- *Municipal Code Section 4-38*

It shall be unlawful for any person to own or keep any dog with a known propensity to bite or vicious tendencies to be vicious or dangerous unless such dog is so confined and/or otherwise securely restrained as to reasonably provide for the protection of other animals and persons.

- *Municipal Code Section 4-39*

No person shall own, keep, or harbor any dog, which, by loud and frequent barking, whining, or howling, annoys or disturbs the peace and quiet of any neighborhood.

- *Municipal Code Section 4-40*

# Cambridge Farms Homeowners' Association

## Rules & Regulations

### Nuisances and Unsightly Materials

No house or other approved structure on any Lot shall be used for any commercial or business purpose.

- *Declaration Article V Section 6*

A home occupation may be conducted in a residential dwelling unit provided that:

- A. The Home Occupation does not disrupt the peace, quiet, and domestic tranquility within any residential neighborhood within which it is located and guarantees to residents freedom from excessive noise, traffic, nuisance, fire hazard and other possible effects of business activities on adjoining residences within 1,000 feet of said Home Occupation.
- B. Only one person other than family members residing on the premises shall be engaged in such occupation and under no circumstance shall more than 3 persons be involved in any home occupation.
- C. The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and not more than twenty-five (25) percent of the floor area of the dwelling unit shall be used in the conduct of the home occupation.
- D. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of the home occupation other than one sign, not exceeding one square foot in area, non-illuminated, and mounted flat against the wall of the principal building.
- E. No home occupation nor any storage of goods, materials or products connected with such home occupation shall be conducted in any accessory building except as a secondary use of the accessory structure.
- F. There shall be no sales of goods excluding telephone sales via electronic media in connection with such home occupation.
- G. No traffic shall be generated by such home occupation in greater volumes than would normally be expected in a residential neighborhood, and any need for parking generated by the conduct of such home occupation shall be met off the street and other than in a required front yard.
- H. No equipment or process shall be used in such home occupation which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses off the lot.
- I. There shall be no outside storage of equipment, vehicles, or supplies associated with the home occupation.
- J. Only one home occupation per dwelling shall be permitted.

# Cambridge Farms Homeowners' Association

## Rules & Regulations

K. One vehicle with company logo may be parked on the premises as long as it conforms with the prohibition on truck parking in residential neighborhoods.

L. Day Care, Limited (Any home occupation for a day care shall be restricted to the Day Care Home use.)

- *Zoning Ordinance Article 12.14*

Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.

- *Declaration Article V Section 6*

No noxious, offensive or illegal activity shall be carried on upon any Lot.

- *Declaration Article V Section 6*

Boats, trailers, campers, vans, or trucks of any kind may be stored in enclosed areas only and must not be visible from neighboring Lots, streets, roads or open areas.

- *Declaration Article V Section 6*

*Commentary:*

- *"enclosed area" to include approved privacy fencing and/or adequate landscape screening*

No motorcycle, motorbike, motor scooter, trail bike, go-cart or motorized vehicle of any type without a muffler or mufflers shall be permitted to be operated within Cambridge Farms.

- *Declaration Article V Section 6*

# Cambridge Farms Homeowners' Association Rules & Regulations

## Common Areas

No owner shall permit any motor vehicles (operable or inoperable) owned by such Owner or by any person occupying his dwelling or by any person on his premises as guest or invitee to remain parked on parking areas which are a part of the Common Area for more than forty-eight (48) hours.

- *Declaration Article V Section 2(n)*

Parking area at Amenities are for the use of said Amenity users and at no time is to be used for overflow parking.

- *Board of Directors*

No unlicensed motorized vehicle shall be permitted to be operated on or in any common area of Cambridge Farms.

- *Board of Directors*

No sign of any type will be allowed on, in, or around the center tree line or in the flower/shrub area at the entrance or any of the common areas.

- *Board of Directors*

Pet owners are responsible for cleaning up after their pets in the Common Areas and sidewalks.

- *Board of Directors*

# Cambridge Farms Homeowners' Association Rules & Regulations

## Resolution to Adopt a Fine Policy

"Whereas" the Articles, Article IV the specific purposes for which the Association is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within Cambridge Farms and to promote the health, safety and welfare of the residents within Cambridge Farms;

"Whereas" the Declaration, Article VII, Section 2 all restrictions therein may be enforced by the Association or any Owner, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs;

"Whereas" the Declaration, Article VII, Section 4 in the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then the Association, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation; and

"WHEREAS" the Cambridge Farms HOA Board of Directors recognizes that the right, privilege and license to enter upon a Lot may result in a detriment to the health, safety and welfare of the residents within Cambridge Farms; now, therefore, be it

*"Resolved* The Cambridge Farms HOA Board of Directors"

1. shall adopt a "Fine Policy" to use as a means of enforcement of the Rules and Regulations and violations thereof; and
2. may amend the "Fine Policy" from time to time; and
3. shall post the "Fine Policy" for recognition by the Owners.

# Cambridge Farms Homeowners' Association

## Rules & Regulations

### Fine Policy

For a violation of any provision of these Rules and Regulations, the following fine policy shall be imposed:

#### **Type I Violations:**

All non-architectural related violations: i.e. nuisance, storage, trash receptacles, parking, unsightly or unkept conditions, improper landscaping or lawn maintenance, etc.

- **1st Offense:** A courtesy notice is mailed requesting the violation be remedied before the next inspection which will occur 14 days of the date of the letter.
- **2nd Offense:** A second notice is mailed requesting the violation be remedied before the next inspection which will occur 14 days of the date of the letter.
- **3rd Offense:** 1st fine assessed at \$50.00 with a notice mailed requesting the violation be remedied before the next inspection which will occur 14 days of the date of the letter.
- **Subsequent Violations:** Fines will increase \$50 each inspection until the condition is remedied or:
  - If the condition is not remedied within 42 days from the date of the first letter (courtesy notice) the Association's Right of Entry (Declaration, Article V Section 3) may hire a vendor and correct the violation and assess the owner of the lot the cost of repairs plus 50%.
- **Violations shall remain active for subsequent violations for 90 days from the date of the most recent letter.**
- Failure to pay fine and costs within 30 days may result in a lien and legal charges including a 1.5% monthly interest charge until paid in full.

#### **Type II Violations:**

Architectural related violations: i.e. failure to make home repairs and maintenance, failure to receive ARC approval for any improvements that require ARC approval.

- **1st Offense:** Courtesy Notice is mailed requesting the violation be remedied within 30 days of the date of the letter.

# Cambridge Farms Homeowners' Association

## Rules & Regulations

- For non-approved ARC work, a "Stop Work" letter will be mailed, and the homeowner will be informed about the ARC application procedures and requested to apply for ARC approval.
- **2nd Offense:** 1st fine assessed at \$100.00 with 5 days to comply from the date of the letter.
- **Violations shall remain active for subsequent violations for 12 months from the date of the most recent letter.**
- If the condition is not remedied within (35) days of the first notice, the Association's Right of Entry (Declaration, Article V Section 3) may hire a vendor and correct the violation and assess the owner of the lot the cost plus 50%.
- Failure to pay fine and costs within thirty days may result in lien and legal charges including a 1.5% monthly interest charge until paid in full.

### **Protest or Grievance Process:**

The Board has established the following appeal process to allow Homeowners to appeal a fine or notice.

- Write or e-mail the Management Company at [helpdesk@halorealestate.com](mailto:helpdesk@halorealestate.com) and explain that you would like to protest the fine or notice you have received.
- Your protest must be received in 10 days of the date of the letter.
- If not appealed, Owner must correct the issue or a fine will be assessed.
- If appealed, the Board will review your issue further and deliver a final ruling.