

Sunrise Meadows Homeowners Association Board

Rules and Regulations

Each homeowner has a substantial investment in their home as well as an interest in the state of the entire neighborhood. The rules and regulations have been created in order to protect that investment and to promote the welfare of all homeowners and occupants by ensuring the maintenance of a safe, attractive, and pleasant residential neighborhood.

As allowed in the documents governing the association and its operation, these rules have been designed and adopted to clarify, strengthen, and enhance those outlined in the Restrictive Covenants. The board has relied heavily on the precise language of the Restrictive Covenants to adopt these rules and regulations. By virtue of signing a deed to purchase a home in Sunrise Meadows, you have agreed to abide by these HOA rules and regulations.

The HOA board and committee members will work to enforce these rules but the participation and cooperation of every homeowner is essential to our efforts to maintain a safe and beautiful community.

Section 1

General Rules and Regulations

1. Rules and Regulations published by the Board of Directors shall apply to and be binding upon the owner and/or occupants of the Sunrise Meadows Homeowners Association and on their invitees and visitors.
2. Owners shall be responsible for the actions of occupants and visitors of their lot to be compliant with all governing documents of the Association.
3. Owners shall be responsible for informing any occupants of the governing documents and shall take such action as may be required to secure compliance when violations occur.
4. Proposed additions or amendments to the Rules and Regulations must be submitted to the Board of Directors in writing and will be considered at the next scheduled board meeting or at a special meeting if warranted.

5. Adoption of any addition or amendment to the Rules and Regulations shall be implemented by majority approval of the Board of Directors and will be implemented 30 days after public notification to all homeowners of the association.

Section 2

Development and Property Maintenance

Owners and/or occupants shall maintain their home, fencing, property and landscaping in compliance of the governing documents.

1. Outbuildings, fences and pools: All outbuildings, detached garages and fences must be built in rear yards only, and must be built of the same materials and colors used on the house and constructed to conform to the design of the main dwelling. The proposed design of any structure must be approved by the Board prior to commencement of construction. Fences must be constructed of wood or vinyl and no chain link fences are permitted. Fences constructed shall not be more than six feet in height. Fences constructed on corner lots must be at least thirty feet from any road side property line. All swimming pools must be of the in-ground type only.
2. Pets: All pets must be kept within fences on the lots of the subdivision. Pets are not permitted to roam free in the subdivision. No horse, cattle, goats, sheep, swine or other farm livestock may be kept on any lot. No commercial breeding of animals is permitted in any portion of the subdivision.
3. Vehicles, Parking: No truck larger than one ton in size may be parked on any lot. No junk or inoperable vehicles, or vehicles in need of body repairs may be kept on any lot. No parking is permitted on the right of way of the subdivision streets on a regular basis. Right of ways includes all streets and sidewalks.

Section 3

Assessments, Fines and Financial Enforcement

1. Homeowner dues shall be payable on the date published on the invoice sent to each homeowner.
2. Payments not received by the Association on or before the date of the published invoice late payment deadline will be considered delinquent and subject to late fees. A \$25 Late Fee will be assessed each month or fraction thereof on any

outstanding balance from the due date until the assessment and/or fine and all late charges are paid.

3. Returned checks or payments will be subjected to a \$35 additional fee.
4. Each unpaid assessment and/or fine shall constitute a lien on the respective real property prior and superior to all other liens except: 1) all taxes, bonds, assessments and other levies which by law would be superior thereto; and 2) the lien or charges of any mortgage of record made in good faith and for vale. Such lien, when delinquent, may be enforced by judicial action permitted by law.
 - a. You will receive a courtesy letter if assessments and/or fine are 30 days or more past due.
 - b. You will receive Notice of Lien if assessments and/or fine are 60 days including all late fees.
 - c. A lien will be recorded for all late assessments and/or fine plus all costs obtaining and satisfying a lien.
 - d. Any monies paid which do not cover all past due assessments plus late other penalties will be paid in the following priority; Assessment, Late fines and penalties, Attorney fees and costs.

The Board may temporarily suspend the Association membership right of any owner who is in default on payment of any assessment, after notice and hearing to the by-laws.

Section 4

Covenants, Restrictions, Rules and Regulations Enforcement Purpose and Procedure

Purpose: All Covenants, Restrictions, By-Laws and Rules of the HOA will be fairly and equally enforced within the community in order to preserve and better the livability, owner enjoyment, and value of properties.

Enforcement Procedure: The following steps will be taken in the enforcement process.

1. When you are in violation of any covenant you will receive a courtesy notice of violation in the mail. If the violation is corrected within the time specified in the courtesy notice, the issue will be considered resolved.
2. When you fail to correct the violation within the time allowed, you will receive a final notice of violation letter via certified mail (return receipt requested) with a

stated time period to correct the violation. If you fail to correct the violation within the stated time period, you will receive the initial notice of fine. Repeat/similar violations will not receive courtesy letters prior to the fine. All fines will be set at the discretion of the HOA Board of Directors for each and continued similar violations.

3. If you dispute the fine, you will have (7) days in which to request a hearing, If you fail to do so, the right to dispute the violation will be deemed waived and the fine will be final. Additional fines will be levied until the violation is corrected. If you request a hearing, the violation and fine will be determined at the hearing of the HOA Board of Directors and their decision will be final. Unpaid fines will be sent to an attorney for collection. Said collection will also result in attorney fees and costs being charged to you.(See Article VII) Any uncollected fines will result in a lien being placed on your property.

It is not the intent of the Board to become an enforcement agency submitting fines for every violation. However, it is the intent of the Board to see that the Covenants, Restrictions, and the Rules and Regulations are followed in a reasonable manner.

Sunrise Meadows Architectural Design Request Form

Name

Address

Contact Information, phone and or email address

Type of Improvement

Fence

Building

Other Structure

Please submit drawings or plans with dimensions and a description of improvement.

I understand the Board will act on this request within 30 days and contact me accordingly. I agree not to begin construction until the Board has approved my request. I understand all construction will be in compliance with the Sunrise Meadows restrictive covenants and any applicable city/county codes.

Estimate start and completion dates: Homeowner Signature:

Sunrise Meadows Homeowners Association

Contact Information

Address P.O. BOX 5334
Ft. Oglethorpe, GA 30742-5334

Phone 423-451-6330

Email hoasunrisemeadows@gmail.com

Website <http://www.sunrisemeadowshoa.com>

Facebook Group Search us on Facebook or go to our website and click the "f" at the bottom of the page.

SUNRISE MEADOWS HOMEOWNERS ASSOCIATION

A QUORUM IS REQUIRED TO CONDUCT OFFICIAL BUSINESS. IF YOU ATTEND THE MEETING, YOU MAY VOTE IN PERSON. IF YOU DO NOT PLAN TO ATTEND, DESIGNATE A PROXY, **THE SUNRISE MEADOWS HOA BOARD**, TO VOTE FOR YOU AND PROVIDE **THE BOARD** WITH THIS PROXY.

_____, the undersigned Homeowner, owner of the property located at _____, Catoosa County Georgia 30741 is entitled to vote at the **Annual Meeting on January 10, 2017** of the Sunrise Meadows Homeowners Association as authorized in this Proxy.

By this designation of proxy, the Proxy may attend and represent the Homeowner with the full power to vote and act for the Homeowner in the same manner, to the extent and with the same effect as if the Homeowner were personally present.

This designation revokes any prior designation of proxy that the Homeowner may have given previously with respect to the Homeowner's ownership interest in Sunrise Meadows Homeowners Association.

This designation of proxy shall be effective immediately, and shall continue in effect until the end of the day of **January 20th, 2014** or until terminated by a written notice signed by the undersigned and delivered to the Sunrise Meadows Homeowners Association.

The Proxy shall have the full power, as the Homeowner's substitute, to represent the Homeowner and vote on all issues and motions that are properly presented at the meeting(s) for which this designation of proxy is effective. The Proxy shall have the authority to vote entirely at the discretion of the Proxy.

OWNER_____DATE_____

Please mail this form to Sunrise Meadows HOA at P.O. BOX 5334, Ft. Oglethorpe, GA 30742-5334