



RULES AND REGULATIONS OF THE BATCHELOR HEIGHTS HOMEOWNERS ASSOCIATION

All Owners of lots within the Batchelor Heights Subdivision shall be subject to these Rules and Regulations, the Declaration of Covenants, Conditions, and Restrictions of the Batchelor Heights Subdivision ("Declaration") and Bylaws of the Batchelor Heights Homeowners Association (BHHOA) ("Bylaws") (collectively referred to as "Batchelor Heights Documents"). Ownership in the subdivision represents membership in the BHHOA.

1. Acknowledgement of Documents. All owners shall receive one copy of the Batchelor Heights Documents. If the homeowner chooses to lease their property, it is the responsibility of the homeowner to communicate policies to the tenants.

2. Payment of Dues and Assessments. HOA dues and assessments are due on the 10th of each month. Late fee assessment and collection procedures are as follows:

30 Days Past Due: Reminder notice sent to the homeowner.

\$25 late fee assessed.

60 Days Past Due: a \$25 late fee is assessed.

90 Days Past Due: a \$25 late fee is assessed.

Lot Owner Voting rights suspended.

A lien is attached to the property

120Days Past Due: a \$25 late fee is assessed.

Small Claims suit filed against the Lot Owner.

Lot Owner is responsible for all professional, administrative, and legal fees associated with the collection of their delinquent account. No Lot Owner may waive or otherwise escape liability for the assessment by non-use of the Common Area or abandonment of the Lot. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum.



3. Pets.

- a.** No animals, birds, or reptiles of any kind shall be raised, bred, or kept for commercial purposes.
- b.** No animals except dogs, cats, and other common domestic household pets under seventy-five (75) pounds in weight may be kept on the premises.
- c.** All pets must always be supervised and under control; staking without supervision is not allowed.
- d.** All pet owners are required to pick up after their pets and pet owners are responsible for any damage caused by their pets.
- e.** All pets shall have proper vaccination and health records from the pet's veterinarian and the Lot Owner shall provide the same to the BHHOA within three days upon request.

4. Parking and Vehicles.

Vehicles may be towed at the owner's expense for a variety of reasons, as determined by property management or law enforcement. These include requests from management or law enforcement officers (LEO),

- a.** Vehicles with expired or missing plates
 - b.** Those hindering access by blocking rights of way, other vehicles, dumpsters, building entrances, sidewalks, or loading docks.
 - c.** Encompass parking on landscaping, grass, or curbs, having flat tires
 - d.** Posing a health hazard
 - e.** Commercial vehicles (1 ton or larger), tractor-trailers
 - f.** "rentable" electric scooters or bicycles
 - g.** Vehicles taking up two spaces—reasonably hindering a second space—or double parking
 - h.** Vehicles that are Inoperable (On jack stands, missing wheels, missing major parts, broken windows, etc.).
 - i.** No Parking Areas
 - j.** No Boats, Powersports, Motor Homes, Trailers, or Campers
- These measures ensure safety, accessibility, and compliance on the property.



5. Trash and Recycling Containers.

- a. All trash and recycling containers are to be either enclosed within the property or moved next to the property except for 5 pm the night before trash and/or recycling collection and then moved back to either enclosed within the property or next to the property by 10 am the day following collection.

6. Fences.

- a. All fences are prohibited unless permitted by a vote of at least 2/3 of the lot owners.
- b. Provided, however, that fences not to exceed six feet (6') in height may be erected between decks and patios for privacy.
- c. All such improvements shall be located entirely within the Owner's Lot and subject to approval by the Declarant.

7. Underground Utilities. All telephone, electrical, cable television, or similar connections shall be underground unless deemed impractical by the utility company in writing.

8. Clubhouse Rentals. Every Lot Owner may reserve the Batchelor Heights Clubhouse. There is a \$50.00 rental fee. No reservation shall be approved until the BHHOA receives the required fees and the Rental Agreement has been signed. The BHHOA reserves the right to withhold rental privileges from Owners with a past-due account with the BHHOA.

9. Insurance Claim Repairs and Assessment of Deductible. Lot Owners are to be responsible for up to insurance deductible of any repairs necessitated by an event covered under the BHHOA insurance policy. If any single event causes damage across multiple Lots, the deductible will be pro-rated among affected Lot Owners. The decision to file a claim remains at the discretion of the BHHOA Board of Directors. Lot Owners are responsible for notifying the BHHOA of any damage that may necessitate filing an insurance claim promptly. Failure to notify the BHHOA may result in the Lot Owner being responsible for the entire cost of the repair.



10. Architectural Control. This requires that no building, fence, wall, or other structure be commenced or altered without prior submission of plans and approval by the Board or its architectural committee. Failure to submit the required form is a violation of this provision.

11. Code of Conduct with HOA Employees and Contractors. To ensure a respectful, safe, and professional environment for all individuals working on behalf of the Homeowners Association (HOA), the following behavior by HOA members, residents, or their guests toward HOA employees, contractors, or agents is strictly prohibited:

1. **Aggressive Behavior:** Any actions, gestures, or verbal communication that is threatening, intimidating, or creates a hostile environment, including but not limited to yelling, physical intimidation, or the use of profanity.
2. **Harassment:** Any repeated, unwelcome, or offensive conduct, whether verbal, written, or physical, that interferes with an employee's or contractor's ability to perform their duties or creates an intimidating, hostile, or offensive work environment. This includes, but is not limited to, derogatory remarks, insults, or discriminatory language based on race, gender, religion, age, disability, or any other protected characteristic.
3. **Inappropriate Behavior:** Any conduct deemed unprofessional, disruptive, or disrespectful, including but not limited to personal insults, obscene gestures, or actions that unreasonably interfere with the performance of HOA-related duties.

12. Fines and Individual Special Assessments.

- a. **Fines.** Will be at the rate of \$25 per violation per day.
- b. **Individual Special Assessments.** Expenses attributable to an individual Lot or Lot Owner may be assessed as an Individual Special Assessment against the individual Lot or Lot Owner.