**MONTEREY ON THE LAKE HOMEOWNERS’ ASSOCIATION**

**RULES & REGULATIONS / PROHIBITED USES**

**Section 1.** Each owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick up by the appropriate authorities. Trash pick-up days are Tuesdays and Fridays. Garbage pickup is scheduled on Tuesdays and Fridays. Recycling pickup is on Fridays and bulk pickup is on Tuesdays.

**Section 2.** No temporary or permanent utility or storage shed, building, tent, structure, or improvement shall be constructed, erected, or maintained unless prior written approval is obtained from the Board of Directors.

**Section 3.** No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds, or reptiles, shall be kept, raised, or maintained on any Unit; PROVIDED, HOMEOWNER, that dogs, cats, and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner’s Unit and each Owner shall be responsible for cleaning up after their pets.

**Section 4.** No stable, livery stable or barn shall be erected, constructed, permitted, or maintained on any Unit.

**Section 5.** No boats, trailers, campers, vehicles used in business for the purposes of transporting goods, trucks or vans which are larger than ½ ton capacity, nor trucks of any size which bear commercial lettering of signs or are carrying any goods, cargo, or anything else in an open flat bed, shall be parked upon the property unless the same are parked inside an Owner’s garage. None of the foregoing is intended to restrict temporary visits by service vehicles providing services to the Units and Owners.

**Section 6.** No off-street parking shall be permitted, except in the driveways of a Unit. No vehicle repairs or maintenance will be allowed on the Properties.

**Section 7.** No signs, except as approved by the Board of Directors, shall be placed, erected, or displayed on any Unit, provided, however, one (1) “For Sale” or “For Rent” sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

**Section 8.** No trade, business or any commercial use shall be conducted in or from any Unit.

**Section 9.** All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Units shall be maintained in first class condition with well-kept lawn and well-maintained landscaping.

**Section 10.** No nuisance or any use or practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents of the Properties shall be allowed upon any Unit.

**Section 11.** No improper, offensive, or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

**Section 12.** No television or radio masts, towers, poles, antennas, or aerials may be erected, constructed, or maintained.

**Section 13.** Each Unit is restricted to residential use as a single-family residence by the Owner of Owners thereof, their lessees, immediate families, guests, and invitees.

**Section 14.** No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

**Section 15.** No Unit Owner including their employees and guests, shall interfere with the Declarant’s completion and sale of the Units.

**Section 16.** The above restrictions set forth in this ARTICLE IX shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.

**Leases:**

No portion of a lot and home (other than an entire lot and home) may be rented. All leases shall be submitted to the Board prior to the commencement of the lease term or occupancy by a tenant for approval by the Association and shall provide that the Association shall have the right to terminate the lease upon default by tenant in observing any of the provisions of the Declaration, Articles, By-Laws or Rules. Leasing of lots and homes shall require prior written approval of the Association. No lease shall be approved for a term of less than six (6) months. No more than one lease will be allowed on any lot or home per year. Owners must first have lived at the said lot or home for 24 months prior to leasing the Unit. Owners wishing to lease their lots and homes shall be required to place in escrow with the Association the sum of Five Hundred Dollars ($500.00) which may be used by the Association to repair any damage to the Common Areas resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The owner will be jointly and severally liable with the tenant to The Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant, including Attorney’s fees and costs incurred by the Association in such enforcement or collection. Any balance remaining in the escrow account, less an administrative charge not to exceed Fifty Dollars ($50.00) shall be returned to the owner within ninety (90) days after the tenant and all subsequent tenants permanently vacate the lot and home.

**Animal Restrictions:**

No animals, insects, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot or in the common areas, except that usual and ordinary dogs, cats, fish, birds and other household pets (excluding without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on lots subject to Rules adopted by the Board, provided that they are not kept, bred, or maintained for commercial purpose, or in unreasonable quantities. Owners are responsible for picking up after their pets. Pets will be walked in designated areas only.

**Traffic - *The following are prohibited*:**

1. Speed in excess of 15mph.
2. Reckless driving, spinning tires, driving on the wrong side of the road, etc.
3. Parking is prohibited on all streets. In the case of a special event requiring on street parking, the Association shall be notified in advance.
4. Commercial Vehicles parked overnight/in view of road.

**Mailbox Repair**:

All owners are responsible for the upkeep and maintenance of their mailboxes.

**Violations / Fine Table:**

All owners in violation will be given an initial notice with 30 days to correct said violation(s). After 30 days, uncured violations are subject to further review and recommendation for Fine to the Board of Directors. Owners notified of an approved Fine(s) will have a right to appeal before the Violations Review Committee following 14 day mailed notice of said fine and meeting date.

Should the Association assume the cost of correcting a violation, the cost will be charged back to the Homeowner Account following proper written notice.