

HOA RULES, REGULATIONS, AND GUIDELINES For Renters, Tenants, and Owners

Revised March 21st, 2026

PROPERTY OWNERS AND MANAGERS: Please include a copy of these HOA Rules and Regulations for Renters, Tenants, and Owners (2 pages) in all Lease Agreements and Rental Agreements. Please post or provide a copy in all rental units.

ATTENTION: Rule violators are subject to fines as set forth in the Notch Estates Home Owner Association Bylaws and regulations.

1. No Smoking or vaping in any unit, or common area, or limited common area, including decks, porches, and walkways. Smoking of tobacco is permitted in the parking lot and street, with proper disposal of butts and wrappers. Smoking of marijuana is not permitted. Violators are subject to a \$500.00 fine.
2. Speed Limit is 20 M.P.H. maximum.
3. Renters and guests are not allowed to have any pets at any time, with the exception of Trained Service Animals as defined under the Americans with Disabilities Act (ADA).
Service Animals are dogs that are individually trained to do work with, or perform tasks for, people with disabilities. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as Service Animals under the ADA. Service Animals must be on a leash and under the full and effective control of the person at all times.

Owners are allowed to have no more than two (2) pets. Dogs and domestic cats are the only animals considered "pets" under these rules and no other animal, excluding fish, may be brought onto Notch Estates property without prior approval from the Manager.
4. Quiet time 10:00 P.M. – 8:00 AM
Loud noises that can be a nuisance to other units are forbidden at all times.
5. Decks (front and back) and all Common Areas are to be kept tidy and uncluttered. No hanging of laundry on the decks.
6. Do not cause or allow debris to fall to the deck below.
7. By Order Of Fire Marshall: No grilling, cooking, or open flame is permitted on the decks. No storage of grills, or other cooking equipment on decks.
8. Boats, trailers, RV's, etc. must be kept in the area specified for temporary parking.
9. Profanity, harassment, abusive language, aggressive behavior, or any threatening conduct toward any owner, guest, employee, contractor, or Board member--whether in person, in writing, or by electronic communication—is strictly prohibited.

10. Vehicles:
 - No more than two (2) vehicles are allowed per unit.
 - No vehicle maintenance shall be performed in the Association complex.
 - Vehicles must be in working order, and with current license and insurance.
 - Vehicles not moved after thirty (30) days will be removed at owner's expense.
 - Unightly vehicles, as determined by the Manager and/or The Board of Directors, will not be allowed.

11. Trucks larger than one (1) ton are not permitted, other than contracted or service vehicles.

12. The discharge of fireworks is strictly prohibited within the boundaries of Notch Estates.

13. The discharge of any type of firearm or explosive device is strictly prohibited within the boundaries of Notch Estates.

14. The operation of any type of motorized vehicle is prohibited on foot paths, nature trails, and in the vicinity of the lake (except by maintenance personnel).

15. The operation of any All-Terrain Vehicle is prohibited within the boundaries of Notch Estates (except by maintenance personnel).

16. Should any renter or guest be responsible for causing damage to all or part of the common elements (or a limited common element), the Association may hold both the Unit owner and renter/guest liable for money damages resulting therefrom. If an invoice for repairs is not paid by the Unit Owner within 30 days, the Association may issue a special assessment against the Unit/Unit owner, pursuant to Sections 5.7 and 5.8 of the recorded Declaration and Bylaws.

17. Swimming Pools:
 - All swimming is at "YOUR OWN RISK." There are NO Lifeguards on duty.
 - Floating toys are limited to small items such as noodles and small rafts (not to exceed 3' X 6').
 - No glass containers are allowed in the pool areas.
 - No food or alcohol is allowed in the pool areas.
 - No chewing gum is allowed in the pool areas.
 - No boisterous activity, loud music, or foul language are allowed in the pool areas, the shelters, or playgrounds.
 - Pool areas are to be kept clean and tidy.
 - Children under 12 years of age must be accompanied by an adult at least 18 years old.

18. Occupancy Limits – Nightly and Vacation Rental Units

Studio Condo	Two (2) Persons
One Bdrm Condo	Four (4) Persons
Two Bdrm Condo	Six (6) Persons
Four Bdrm Townhouse	Fourteen (14) Persons
One Bdrm Cabin	Four (4) Persons
Two Bdrm Cabin	Six (6) Persons
Three Bdrm Cabin	Eight (8) Persons
Four Bdrm Cabin	Twelve (12) Persons

NOTE: Total number of "Persons" includes children

Additional Rules and Regulations for property owners:

19. All unit owners are required to maintain a HO-6 insurance policy or equivalent homeowner's insurance policy, which must cover personal property, unit improvements, and loss assessment (min \$50,000 or greater). To ensure compliance, owners must list Notch Association, as a "additional interest", on their policy, allowing the HOA to receive notifications of policy change, cancellations, or non-renewals.

In the event of a claim impacting the Association, the HOA reserves the right to issue a special assessment to cover deductibles or cost exceeding the master policy's coverage. This policy is enforced under sections 5.7 and 5.8 of the Declaration and Bylaws.

20. No long-term storage of boats or recreational vehicles will be allowed by anyone other than those in permanent residence.
21. Each Property Owner is requested to provide the Management Office a key or code to each unit. Article 7.1 of the By-laws refers to the "power to enter" in the event of an emergency. However, if the Management Office does not readily have a key or code, and emergency entry is necessary for some reason, such as a water leak, smoke, odor, or other emergency, the Owner will be charged a minimum of \$100.00 for time spent to gain access to the unit.

The Owner will be financially responsible for the repair of any damage that results from forced entry.

22. It is the responsibility of the unit Owner to see that renters staying longer than thirty (30) days are registered at the Notch Estates Management Office. If a renter is not registered within the allotted time, the Owner will be assessed a fine of \$50.00 per month until the renter's information is submitted.
23. For monthly or long-term renters, only those whose names are listed on the Lease Agreement will be allowed to occupy the unit.
24. Quiet Time for repairs and remodeling is from 8:00 P.M. – 8:00 A.M. Violations will result in a fine being assessed to the Owner in the amount of \$100.00 per incident.
25. No antennas or satellite dishes may be placed on the exterior of Association buildings or on any other common element.
26. Place trash inside the appropriate dumpsters provided by the Association. Trash containers are not permitted on the front or back decks.
27. Placement of furniture, décor, etc., must be agreeable with neighboring owners who share the common area, must not be unattractive as determined by the Manager or the Board of Directors, and must not present a danger or a hazard.
28. Reflective materials such as aluminum foil or mirrors may not be placed in or on the windows.

29. Occupancy Limits – Owner occupied and Monthly Rental Units:
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|----------------|-------------------|
| Studio Condo | Two (2) Persons |
| One Bdrm Condo | Two (2) Persons |
| Two Bdrm Condo | Four (4) Persons |
| Cabins | Four (4) Persons |
| Townhouses | Eight (8) Persons |
30. The treatment and/or eradication of fleas, bedbugs, and similar pests not covered under our Pest Control Contract is the responsibility of the owners. Notch Estates HOA is not liable or responsible for any costs associated with such infestations.
31. The Board of Directors reserves the rights to amend, modify, or repeal rules as needed for effective governance.

Violation Enforcement Policy

Article 7 of the Notch Estates Declaration and Article 8 of the Notch Estates Bylaws entitle the Association to levy fines and, if necessary, resort to abatement or other actions for violations of the Declaration, Bylaws, or any Rules and Regulations of the Association. In order for members of the association to anticipate an expected course of conduct and to ensure uniformity by the Association in enforcing violations, the Association hereby provides an enforcement policy for violations of the Association Declaration, Bylaws, or any Rules and Regulations. However, this Policy shall not prevent the Association from acting outside the parameters of this Policy, in accordance with other terms of the Declaration or Bylaws, in exigent circumstances or as otherwise necessary to protect the interests of the Association.

- 1st Violation- for any violation of the Declaration, Bylaws, or any Rules and Regulations of the Association, the Association shall provide the member written notice of the violation and granting seven (7) days from the date of the written notice to abate the violation.
 - If after seven (7) days from the date of the written notice of the violation, the member has failed to abate the violation, the member shall be assessed a fine of \$250.00.
 - If after fourteen (14) days from the date of the written notice of the violation, the member has failed to abate the violation, the member shall be assessed an additional fine of \$500.00 and shall be assessed a fine of \$500.00 on the first day of every month until the violation is abated.
- 2nd Violation- any violation of the Declaration, Bylaws, or any Rules and Regulations of the Association that has existed for six (6) months OR any same violation that existed within the last six (6) months, whether abated temporarily or not, shall constitute a 2nd Violation, and the Association shall provide the member written notice of the violation constituting a 2nd Violation.
 - If after seven (7) days from the date of the written notice of the 2nd violation, the member has failed to abate the violation, the board or other duly appointed committee may vote at their next regularly scheduled meeting if said violation should be abated by the Association with the

- costs of such assessed to the member in accordance with the Declaration and Bylaws.
- If the board or duly appointed committee votes to abate the violation, the Association shall provide notice to the member, within thirty (30) days of the vote, of the vote result for the Association to abate the violation and assess the cost of such to the member.
 - If after seven (7) days from the date of the written notice of the board or committee vote, the member has failed to abate the violation, the Association may proceed to abate the violation and shall formally assess the cost of such abatement to the member.
- 3rd Violation- any violation of the Declaration, Bylaws, or any Rules and Regulations of the Association that has existed for one (1) year OR any same violation that existed three (3) times or more within the last one (1) year, whether abated temporarily or not, shall constitute a 3rd Violation, and the Association shall provide the member written notice of the violation constituting a 3rd Violation.
 - If after seven (7) days from the date of the written notice of the 3rd violation, the member has failed to abate the violation, the board or other duly appointed committee may vote at their next regularly scheduled meeting if said violation should be addressed via court action including but not limited to, injunctive relief or a decree declaring the termination of the member's right to occupy, use, or control their unit(s) and the unit(s) be sold in accordance with the terms of the Declaration.
 - If the board or duly appointed committee votes to address the violation via court action, the Association shall provide notice to the member, within thirty (30) days of the vote, of the vote result for the Association to address the violation via court action.
 - If after seven (7) days from the date of the written notice of the board or committee vote, the member has failed to abate the violation, the Association may proceed to address the violation via court action and shall formally assess the cost of such action, including all attorney fees, to the member.