

A Covenant Community We Call Home
The Communities of Castlewoods
Rules and Regulations

Section 1: Assessments are due January 1st every year

Delinquent Accounts: In accordance with Article IV, Homeowner Assessments will be billed annually on January 1. Assessments are due upon receipt, will become delinquent on February 1 and will be subject to late fees plus the cost of collection. Homeowners with assessments that remain delinquent after forty (40) days (approx. April 1) will have a lien filed against their property. All delinquent accounts are subject to being turned over to an attorney. Assessment balances of \$500 or more will be automatically turned over to an attorney to file judgment for collection. All costs and fees associated with administrative, liens and collections will be added to the delinquent homeowner's account balance. Hardship requests for payment plans must be submitted in writing by January 31st for consideration. If applicable, deployed military personnel must provide a copy of deployment orders and commander's contact info.

Section 2: Rules Governing the Use of All Common Areas including Parks, Walking Trails & Sidewalks

Designation: The common areas include but may not be limited to all street medians, development landscaping, parks, trails or other areas owned or maintained by the homeowners' association.

- a) Street signs, irrigation systems, landscaping, event signage, entrance structures, playground, pavilion and other such amenities are for the convenience of the residents and the aesthetics of the development. No resident or their guest shall misuse, destroy, tamper with or otherwise interfere with such amenities.
- b) While all traffic laws are within the jurisdiction of the Rankin County Sheriff's Office, all residents and their guest shall observe all traffic signs, lights, speed limits, stop signs and other rules of the road for the safety of all persons within the development including golf carts.
- c) Members and their guests may use the parks and walking trails at their own risk.
- d) The playground and pavilion are available for general use between the hours of 7:00 AM and 10:00 PM. The trails are available for walking, jogging, or related exercise at all hours provided said activities produce no noise nuisance.
- e) The use of profane or vulgar language, including music, within the earshot of others is prohibited.
- f) Live or recorded music shall be played at a reasonable volume level so that it does not interfere with other users of the parks, trails or nearby residents.
- g) Littering is prohibited.
- h) Political speeches and other political activities are prohibited.
- i) Smoking is prohibited anywhere near the playground and pavilion.
- j) Except for special needs equipment, motorized vehicles of any type including, but not limited to, motorcycles, motor bikes, mopeds, go-carts, and golf carts are not permitted in parks, on walking trails, or sidewalks at any time.
- k) No resident or his/her guest shall at any time use weapons of any kind including, but not limited to, BB guns, pellet guns, handguns, shotguns, rifles or bows and arrows, etc. within any part of the development for such purposes as hunting, target practice or other recreational use.
- l) Pets must be on a leash in accordance with county ordinances. Owners are required to pick up feces/excrement after their pets.

Section 3: Use Restrictions for Lots and Dwellings

Activities in violation of the Lot and Dwelling use restrictions such as garage sales, estate sales or other business type events shall result in an assessment of \$500 per offense. No first or second warnings will be sent for these type of violations.

- a) **House Rentals:** Leasing of dwellings must be for the entire dwelling, shall be for a term of at least six (6) months, shall be in writing, and shall require that the tenant observe all covenants, rules and

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regulations of the development. Copies of all leases must be submitted to the Association management within 5 days of signing.

- b) **Activities:** Residents shall not permit any activities, illegal or legal within the residence or Common Areas of the Community that may be considered a nuisance, obnoxious, or offensive to others.
- c) **Businesses:** No business or trade of any kind, including garage or yard sales, which results in customer/client traffic shall be conducted on any lot or within any dwelling.
- d) **Estate Sales:** An Estate Sale or estate liquidation is a sale or auction of a substantial portion of the materials owned by a person who is recently deceased or moved into a retirement home. Garage sales are not allowed per Covenants but a true estate sale may be requested at least 7 working days prior to the requested sale date. The estate sale must be indoor or backyard only and shall not display goods in the front lawn or driveway. Downsizing is not considered reason for approval of an estate sale.

Section 4: Exterior Appearances & Maintenance of Dwellings, Lawns, & Sidewalks

Architectural applications are REQUIRED for exterior remodeling, storage sheds, pergolas, outdoor kitchens, enclosing patios, driveway, roof, fence add or replacement, etc. and any major changes to landscaping that may affect water runoff to others or be viewed from golf course, etc. Covenants and other guidelines can be found in the non-login section of www.castlewoodshoa.com. Architectural and Landscape Applications can be submitted online by logging into your Members Only section of the website.

Maintenance of Residence:

- a) All residents shall maintain their homes, lawns, approved fences and outbuildings in a state of good repair and with materials authorized in Covenants or these Rules. Garage doors must be closed at all times when the garage is not in use. Carports and garages must be kept clean of debris and unsightly clutter.
- b) Houses shall promptly remedy needed maintenance for peeling paint, rotting wood, broken/damaged windows, faded/falling shutters, roofs, front doors, and other requirements to maintain the appearance of the home. Homes shall be periodically cleaned as needed for dirt build up and algae by power washing or spray algaecide.
- c) Fences: Wooden fences require good neighbor fence style in most sections and are made of **cedar**; height depends on location and Covenants for your neighborhood's section. Read your section's Covenants online and if not clear, contact for clarity citing which verbiage page is unclear. Metal fencing is required along golf course lots and ensure your application shows clarity of fence height requested front, sides and back which stair-step in height on golf course lots for unobstructed views. Broken, sagging, rotting or otherwise neglected fences must be repaired promptly. Architectural application and approval are required to ensure compliance with your section's covenants.
- d) Mailbox: *See mailbox addendum for your section's authorized style and paint color.*

Home Maintenance Violation: Failure to maintain your property will result in the following: 1st violation will result in a notice of warning of non-compliance and will give the owner 7 or more days to comply, depending on the violation noted. If failure to comply with the first notice occurs, a second notice will be issued giving another 7 or more days to comply. At the end of the second notice period, the Association will assess a fine of at least \$100. The Association has the authority under the covenants to enter onto a resident's property to make the required repairs, if necessary, and bill the homeowner for the cost of the repairs. If the violation continues to occur, the homeowner will be assessed another \$100 and given thirty (30) days to pay each outstanding fine or the reimbursement for repairs, whichever is greater. Each subsequent violation will result in an additional \$100 minimum assessment or cost of repairs, whichever is greater. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance.

Landscape Maintenance:

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- a) Occupied Lots - Each lot owner is required to maintain his/her property in a condition consistent with reasonable neighborhood standards and community aesthetics. These include proper seeding, fertilization, watering, mowing, removal of litter or other debris, regular weeding and mulching of beds, etc. Lawns must be mowed at a minimum of twice a month, more often if exceeding 5 inches.
- b) Dead trees and shrubs must be removed in a timely manner, no longer than 30 days.
- c) Vacant Lot Owners shall routinely inspect their lot for unsightly conditions, debris, and other hazards and, if found, shall promptly remove all trash, debris and other hazards from the lot including the removal of any dead trees that present a safety hazard when falling. All vacant lots shall be mowed at least twice a month during growing season and kept cleared of debris.
- d) Architectural applications are required when adding retaining walls, adding or deleting French drains or other swells when runoff affects other residents, major remodeling of landscaping, removal of large trees, etc. as these things are pertinent to the aesthetics of Castlewoods and often affect other residents view, drive water toward other's property, or other consequences.

Landscape Maintenance Violation: Failure to maintain your property will result in the following: 1st violation will result in a notice of warning of non-compliance and will give the owner 7 days to comply. If failure to comply with the first notice occurs, a second notice giving another 7 days to comply will be issued. At the end of the second notice period, the Association will arrange for the lawn to be maintained by a third party and billed to your home's record for a minimum of \$100. The Association has the authority under the covenants to enter onto a resident's property for this purpose. If the violation continues to occur, the homeowner will be assessed another \$100 and given thirty (30) days to pay each outstanding assessment or reimbursement for lawn care. Each subsequent violation will result in an additional \$100 minimum assessment. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance.

Garbage and other Refuse for Pickup:

- a) All garbage cans, trash receptacles and other unsightly objects must be stored concealed from view from any street, adjacent properties, or golf course. The exception being that residents shall place all trash cans/receptacles at the street curb apron no sooner than 12 hours prior to day of pickup and be returned to storage out of view within 12 hours after trash pickup has been completed.
- b) No resident shall pile loose trash, furniture, debris or other objects in front yards, on curbs or in the street for trash pickup except immediately before trash pickup services arrive at the residence.
- c) Limbs and other pruning should be cut into sections as required by Waste Management and neatly placed at the curb not blocking other's driveways or protruding into the street impeding traffic.

Trash/Garbage Violations: Initial Notice of Non-Compliance will be by phone, email, door hanger, letter or other methods of communication giving 48 hours to comply. A Second/Final Notice shall note the impending specific assessment for non-compliance within 48 hours. At the end of the Second Notice Period, the Association will assess a \$50 specific assessment. Homeowners will be given thirty (30) days to pay. Each subsequent violation will result in an additional \$50 assessment that will double each additional offense beginning with the 3rd violation. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance.

Vehicles, Boats, Trailers, Recreational Equipment:

- a) **Vehicles:** All residents must maintain the garage for parking of at least two (2) vehicles. All automobiles owned or used by owners or occupants of an owner's dwelling, other than temporary guests and visitors, shall park in the garage or driveway – **MUST BE KEPT ON YOUR PROPERTY – NOT STREET OR YARD.** Residents are not allowed to maintain storage of vehicles on the streets or front/side lawns. No vehicles shall be parked in such a manner that would block a sidewalk, nor should guests or hired contractors block anyone's driveway or cause unsafe conditions.

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- b) **Repairs:** No resident shall repair or restore any vehicle of any kind upon or within any lot or dwelling or within any portion of any common area except those repairs that may be completed within an enclosed garage. In the event emergency repairs are necessary, repair is allowed only to the extent necessary to enable the movement of the vehicle to a repair facility in a timely manner. Broken down vehicles outside garages are subject to assessments or removal at the cost of the homeowner.
- c) **Recreational Vehicles:** No boat, watercraft, recreational vehicle, motor home, tent, camping trailer, work, utility or other trailer, farm equipment, golf cart or other similar vehicle or structure shall be placed on any lot, either temporarily or permanently, unless screened from street view, from view of the adjacent property owners, and from the golf course. Parking on the street, sidewalks, driveways, front yard, or common area property is prohibited. These items are only allowed inside a closed garage or fenced in back yard if items are screened from view as required.
- d) **Recreational Items:** Basketball goals, soccer nets or other sports equipment are not allowed in the street or common area medians and must be kept in good working condition so as not to be unsightly in appearance. Recreational Items should not be a nuisance to other neighbors. Basketball goals on a driveway can be visible but all other nets, toys, go carts, or other recreational vehicles must be stored in a fenced back yard or otherwise stored out of sight.
- e) **Storage Pods and Construction Dumpsters:** Must be approved by management in advance and shall not exceed 30 days.

Parking Violations: The first violation will result in a notice of warning of non-compliance and will be by phone, email, door hanger, letter or other methods of communication, giving the violator 24 hours to discontinue the violation. Failure to comply will result in a second notice giving 7 days to discontinue the violation. If the violation continues to occur, the homeowner will be assessed \$100 and given thirty (30) days to pay the assessment. Each subsequent violation will result in an additional \$100 assessment. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance.

Burning of limbs, leaves and trash are not allowed

There shall be no burning of trash or debris of any kind including leaves within the development. ARC approval is required for contained fire pits which can't be used for large quantities of debris as volumes of smoke may become a safety or health issue for others. Violation of this rule shall result in an immediate \$100.00 assessment. Any subsequent violation shall result in an additional \$250.00 assessment per violation.

Section 5: Signs - Placement of signs within Castlewoods is subject to the following restrictions:

- a) Placing of signs of any type on any common ground property at any time is prohibited, except that the Castlewoods Homeowners Association may place event signs.
- b) Taping or otherwise attaching signs to traffic or street sign poles, or to any other CHOA owned property is prohibited and considered vandalism as it often damages the finish increasing the cost of repairs.
- c) Signs may not be displayed on the owner's property with the following exceptions: signs that may be required by legal proceedings, signs that indicate the property is for sale or rent either by owner or through a real estate agent. For Sale or Rent signs, either by owner or by real estate agents, shall not be placed anywhere in the development except on the owner's own property, except directional signs may be used on common areas on the day of a staffed open house.
- d) Political signs may be displayed on the owner's property only during the 30-day period immediately preceding the election to which the signs apply and must be removed on the day following the day of the election.

Signs Violations: Signs on common areas will be removed with no guarantee of return. For all Residential and Common Area violations, the first violation will result in a notice of warning of non-compliance giving the violator 48 hours to discontinue the violation. Failure to comply will result in a second notice giving 7 days to

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discontinue the violation. If the violation continues to occur, the homeowner will be assessed \$50 private lawn violations and non-damaging signs will be picked up. However, homeowners will be assessed a \$100 minimum if damage occurs to common area property or the cost of the repairs per location, whichever is greater. Homeowners will be given thirty (30) days to pay the assessment. Each subsequent violation will result in an additional \$100 assessment or cost of repairs per location, whichever is greater. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance.

Section 6: Pets

- a) Rankin County has leash laws that will be enforced by the CHOA. No owner or custodian shall allow pets of any kind to roam freely. Therefore, ALL pets shall be kept either on proper leashes or within fences (visible or invisible). Any pet found unrestricted in violation may be impounded, except that if the rightful owner of the pet can be immediately ascertained and located. That owner shall be allowed to have custody of the animal but shall be subject to fines for violation.
- b) Residents shall prevent their pets from causing nuisances, excessive noise, uncleanliness, foul odors, unsanitary conditions, unsafe conditions or dangerous conditions. Adequate food, water, and shelter are required, and inhumane treatment will be reported to the proper authorities. Commercial kennels are not allowed.
- c) The owner or custodian of any pet shall be responsible for the removal of excrement/feces deposited by such pet on the property of another, including sidewalks, common areas or other public places.

Pet Violations: The first violation of these rules will result in a notice of non-compliance. Second/Final notice will result in details of fine if not corrected, or intervention by Rankin County Animal Control depending on the circumstances. Additional/Repeat violations result in the specific assessment of \$50 with each additional violation doubling in amount.

Section 7: Enforcement of issues not covered in other sections

Vandalism or other activities will result in an immediate minimum assessment of \$100 plus the cost of repairs or replacement. Vandalism caused by non-HOA residents will also result in notification of Rankin County Sheriff's Dept and other actions as needed.

General Violations not specified in other sections: All other violations not previously mentioned will have the following specific assessment procedure: First (1st) violation will result in a notice of warning of non-compliance and will give the owner 7 days to comply. If failure to comply with the first notice occurs, a second (2nd) notice will be issued giving another 7 days to comply. At the end of the Second Notice period, the Association will arrange for either the repair to be accomplished by a third party and billed to your home's record or an assessment of \$100, whichever is greater. If the violation continues to occur, the homeowner will be assessed \$100 and given thirty (30) days to pay each outstanding assessment or reimbursement for repairs as charged. Each subsequent violation will result in an additional \$100 minimum assessment. If the assessment is not paid within thirty (30) days, a lien will be placed against the property. All costs and fees associated with liens and collection will be added to the delinquent homeowner's account balance

If a homeowner commits the same violation within a one-year period, the first specific assessment shall be set at \$250.00, the second specific assessment at \$500.00, and thereafter, the specific assessment being \$100.00 per day until the violation is rectified.

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PROCEDURES FOR LEVY OF SPECIFIC ASSESSMENTS FOR VIOLATION OF THE CASTLEWOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OR RULES AND REGULATIONS

1. A detailed description of the violation shall be maintained by the Board or their Management Company setting forth the name and address of the alleged violator, date(s) of alleged violation and a detailed account of the alleged violation.
2. The Board or Management Company will, personally contact, mail or hand-deliver a notice to the owner at the property address setting forth the alleged violation as a first warning notice. The notice shall allow the homeowner 1-30 calendar days to rectify the alleged violation; number of days depends on the type of violation as noted in the Rules & Regulations. The exception to this procedure are activities that can't be rectified after a first warning and therefore will result in immediate assessment without warning notices such as a garage sale already conducted and vandalism.
3. If the alleged violation is not rectified by the Homeowner within the allotted/stated time period, a 2nd Violation Final Notice is given allowing 1-30 days to rectify, number of days depends on the type of violation as noted in the Rules & Regulations and noted on the violation notice.
4. If the violation is still not rectified, repairs will be scheduled and all costs associated will be charged to the owner in accordance with Covenants, Rules & Regulations, (or) a 3rd Violation Notice will be issued detailing the cost of a \$100.00 or other Specific Assessment will be provided along with a Request for Hearing form in accordance with published Rules & Regulations. The Homeowner will then have 15-calendar days from the date of the notice to pay the assessment for the violation and/or rectify the violation if it is not rectified. In addition, the owner may submit a written request for a hearing regarding this assessment. A request for hearing shall not suspend the imposition of further specific assessments.
5. If the alleged violation is not rectified by the Homeowner within that 15-day time period, a 2nd Violation Notice detailing a \$200.00 Specific Assessment will be provided along with a Request for Hearing form. The Homeowner will then have 30 calendar days from the date of mailing to rectify the violation or deliver a written request for a hearing of this assessment. A request for hearing shall not suspend the imposition of further specific assessments.
6. If the alleged violation is not rectified by the Homeowner within the 30-day time period, there shall be imposed a \$100 per day continuing specific assessment for each calendar day thereafter that the violation is not rectified. Once rectified, the Homeowner will have 30 days from the date of the correction to deliver written request for a hearing of this assessment. A request for hearing shall not suspend the imposition of further specific assessments if the violation reoccurs.
7. All specific assessments shall be independent and cumulative. The alleged violator will have the right to due process and be able to pursue his/her appeal to the Board only within the allowed time period. If the alleged violator does not pursue his/her appeal, the Specific assessment in question shall be final and not subject to any further review. If the homeowner does pursue its appeal, the Board will hear the alleged violator's position at its regularly scheduled meeting, the Board will then decide whether to enforce or to rescind the Specific Assessment. The hearing, discussion and determination can be held in a closed meeting. Once the determination is made, the regular meeting will be reconvened, and the vote to accept or reject the appeal will be taken by the Board.
8. Once a Specific assessment becomes final, it shall be assessed to the Homeowner's account and collected in accordance with the Castlewoods Covenants Conditions and Restrictions and Rule and Regulations. Assessments totaling \$500 or more shall have a judgement filed against them for collection.
9. If a homeowner commits the same violation within a one-year period, the first specific assessment shall be set at \$250.00, the second specific assessment at \$500.00, and thereafter, the specific assessment

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being \$100.00 per day until the violation is rectified. All notice and appeal procedures shall be in accordance with that stated above.

REQUEST FOR A HEARING

I hereby request a hearing, to discuss with the Board, the charges made against me as contained in the Notice of Violation dated _____, 20____, alleging a violation of the Covenants, By-Laws, Architectural Guideline or Rules and Regulations of Castlewoods.

Printed Owner's Name

Signature Owner's Name

Address City, State and Zip Code

Telephone

Date

Please return immediately by certified mail to Home-Land Neighborhood Management at P.O. Box 320248, Flowood, MS 39232 Call 601-326-7325 for assistance.

These rules and regulations are designed to maintain property values, overall quality of life and community aesthetics for the Castlewoods subdivision and are subject to change at the discretion of the Castlewoods HOA Board of Directors.

Please review and familiarize yourself with the HOA covenants. The covenants can be found in the document library link at www.castlewoodshoa.com