

## **BAY RIDGE COMMUNITY CLUB**

### **RULES AND REGULATIONS**

**Effective – April 30, 2022**

These Rules and Regulations (“Rules”) are created and administered by the Bay Ridge Community Club (“Association”) for the mutual benefit of Bay Ridge Estates and apply to all owners, tenants, occupants and guests. Words and phrases that are defined in the Declaration of Rights, Reservations, Restrictions and Covenants of Bay Ridge Estates, including all amendments thereto (“Declaration”), shall have the same meaning in these Rules. In the event of any conflict with the Declaration, the Declaration shall govern.

Bay Ridge Community Club will not knowingly apply its rules or conduct its affairs in any manner that would constitute illegal or discriminatory treatment of any individual on the basis of any status or class protected by law.

These Rules supplement the Declaration, Bylaws and Articles of Incorporation. They do not replace these documents, and in the event of a conflict, these Rules shall be of lower precedence.

The Board may, from time to time, adopt, rescind, or amend these rules in order to facilitate the management and operation of the Association. Unless an emergency change is required, all such changes will be published in writing and sent to all owners and occupants prior to being enforced.

All applicable federal, state and local laws and ordinances are to be observed by all owners and occupants, and their tenants, guests, invitees and licensees, whether or not they are specifically set forth in these Rules.

### **SPECIFIC RULES**

#### **PARKING AND VEHICLES**

1. All vehicles must be properly parked on the roadway or within a lot. The Association has the right to have any vehicle towed that is improperly or unsafely parked on the street.
2. All vehicles parked on the street must display current tags and registration and must be operable and in good working condition. Any vehicle that does not meet these requirements may be towed at the owner’s expense upon reasonable notice. “Reasonable notice” includes, but is not limited to, posting a notice on the vehicle 24 hours prior to towing.

#### **USE OF TRACT “A”**

3. Tract “A” is a common area for the benefit of all lot owners within Bay Ridge Estates.

No unauthorized vehicles are allowed within Tract "A." This includes motor vehicles, all-terrain vehicles, and motor bikes. Any unauthorized vehicles found within Tract "A" may be towed at the owner's expense immediately.

### **ENFORCEMENT**

4. It is the responsibility of each Owner to know the terms and provisions of the Declaration, Bylaws and these Rules. Each Owner is responsible for advising tenants or guests of the Owner of any provision of the Declaration, Bylaws and these Rules which apply to them.
5. The Board may enforce the provisions of the Declaration, Bylaws or these Rules through an action to recover sums due, damages, or injunctive relief. The Board may also levy monetary fines against the Owner for any breach of such provisions by the Owner or occupant.
6. The Board will give written notice to the Owner of any violation of the Declaration, Bylaws or these Rules, including a reasonable period of time for correcting the violation. If the violation is not corrected within the time stated, the Board may itself make the correction, and any costs incurred in doing so will be imposed on the lot Owner and added as an Assessments for the first month following the correction.
7. If the Owner objects to the Board's notice of violation, then, prior to taking any enforcement action, the Board will give the Owner an opportunity to be heard as set forth in section 7.10 of the Bylaws.

### **FEE/FINE SCHEDULE**

8. Annual dues/assessments are payable by July 31<sup>st</sup> of each year. Owners whose assessments are not received by the date due will be charged a late fee of \$50. The Association may pursue legal proceedings pursuant to section 7 of the Bylaws against Owners who are 90+ days delinquent in payment of dues/assessments.
9. The Board, to enforce the Rules and Regulations, may, after notice and an opportunity to be heard, levy monetary fines against the Owner of \$25 for the second notice of a violation and \$100 for the third notice of a violation. Subsequent violations will be subject to fines or other appropriate action at the discretion of the Board. Such fines shall be added to the monthly Assessment for the first month following the violation, and shall be enforceable in the same manner as is provided for the enforcement of assessments.