

# CROFTON HILLS HOMEOWNERS ASSOCIATION

## “SINGLE FAMILY” INTERPRETATION

### **I. Introduction**

#### **CC&Rs Article 1 INTERPRETATION**

Article 1, Section 5.8 defines **Home** to mean “any structure, or portion of a structure, located on a Lot, which structure is designed and intended for use and occupancy as a residence by a single family or which is intended for use in connection with such residence.” The term “Home” is used throughout the CC&Rs but the term “single family” is not defined.

The Board of Directors has discussed the importance of uniform, consistent, and fair application and enforcement of the Association’s Covenants. This sometimes requires having to reasonably determine the meaning of particular words in a section of the Covenants that are capable of being interpreted in different ways.

The Board has decided it would be helpful to adopt a Rule and Regulation (R&R) on how the Association will interpret and apply “single family” as used in the CC&Rs “Single family,” though it is not defined in the CC&Rs, is, for enforcement purposes, a key element. Adopting this R&R will provide guidance to members in the use of their homes, especially where homes are leased, let or rented, or are in some other way occupied by non-owners.

The Board, in arriving at this Interpretation Policy, has considered many factors, including without limitation the typical size of homes in the community, the typical number of bedrooms or capacity of the homes, the level of traffic, parking/street capacity, noise, and sanitation-waste concerns, all of which are exacerbated by overcrowding, and all of which affect or impact the safety of members and quality of life in the community.

Accordingly, the Board, in the interest and for the benefit of the community, adopts the following:

### **II. RULE:**

**A.** Hereafter when the CC&Rs refer to a Home (Single Family) “Single Family” shall be interpreted as meaning no more than five (5) adults (unrelated and/or related by blood or marriage) residing at any one time within a home.

**B.** However, notwithstanding anything to the contrary therein, this R&R shall not be construed and is not intended to permit children's daycare operations due to their adverse increased traffic and noise impact on the community. Furthermore, the rental of part of a home while the owner/member still resides in the home remains a violation of the Declaration of Covenants.

Nothing about this policy is intended to change, alter, or amend any part of CC&Rs and its provisions remain the same and will be properly enforced by the Association.

### **III. Infraction**

Once a violation has been reported by an individual Homeowner, confirmation will be determined, the violating Homeowner notified in writing, and, if not corrected in a timely manner (30 days), fines may be assessed according to Section IV.

At the Board's discretion, legal action may be taken against the violating Homeowner at any point once a violation has been confirmed. Once imposed, additional fines will continue to be assessed while the legal action is in process if the Homeowner continues to violate the declaration. Homeowner shall be liable to the Association for all attorneys' fees and costs it incurs in the enforcement of this declaration, and such fees and costs are an assessment against the lot of Homeowner and are lien able and collectible in the same fashion as assessments under the covenants.

The opportunity to appeal the Board's decision is available under our Rule and Regulation on "Appeal Process".

### **IV. Fines**

Fines for violation will be imposed at the rate of \$10 per day until full compliance of Homeowner occurs.

### **V. MISCELLANEOUS**

**A. Effective Date.** This regulation shall become effective 60 days after being adopted and enacted by the Board.

**B. Enforceability.** If any portion of this regulation is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the regulation.

**ADOPTED AND ENACTED BY THE BOARD – January 30, 2009.**