

ROSES BLUFF OWNERS ASSOCIATION, INC.

BOOK OF RESOLUTIONS (RULE BOOK)

Book of Resolutions.....	2
Rules and Regulations.....	6
Clubhouse	6
Pool	7
Tennis Courts and Basketball Courts	8
Gates	8
Gazebo & Fishing Pier	10
Parking.....	10
Animals/Pets.....	12
Occupancy	13
Enforcement of Rules.....	13
How to Contact Your Board of Directors.....	14

Revised: May 1, 2019

**ROSES BLUFF SUBDIVISION
“BOOK OF RESOLUTIONS”**

1. All land in Roses Bluff shall be divided into Lots for the erection of conventional single family homes, garden homes, zero lot line homes, residential townhomes, condominiums having numerical designations and Common Area consisting of permanent open spaces in which walks, roadways, playgrounds, parking areas and other facilities for the common use and benefit of anyone owning leasehold interest in any Lot.
2. No Lot shall be used for any other purpose than to contain a single-family residence along with an enclosed garage large enough to accommodate at least two automobiles except townhomes which shall have an enclosed garage large enough to accommodate at least one automobile.
3. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any Lot in Roses Bluff nor shall any sign or window advertising be maintained or permitted within Roses Bluff.
4. There shall be no obstruction of the Common Area except as specifically provided herein, nor shall any personal property be stored in the Common Area.
5. No owner or occupant of any Lot shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any permitted structure built thereon other than the American Flag, plants, seasonal decorations, and similar items; and no sign shall be affixed to or placed upon any lot or the exterior walls or roof of any permitted structure or any part thereof. No “For Sale” or “For Rent” signs may be displayed by individual owners or their agents. Residents should consult with the Architectural Review Committee to locate satellite TV antennas in locations not easily seen from the street.
6. Nothing shall be done on any Lot or in, or on the Common Area which may impair the structural stability of any other Lot.
7. The plans and specifications for an original residence constructed on all Lots in Roses Bluff shall be submitted to the Architectural Review Committee for approval and such approval shall be required prior to the commencement of the construction of any improvements upon any Lot, as provided by the Declaration. All plans and specifications submitted must also be approved by the Pearl River Water Supply District and must comply with the Southern Standard Building Code. A copy of such plans shall be furnished to the District for their files without cost to the District.

8. Each Owner will maintain the appearance of his Residential Lot in a high quality condition. Grass, weeds, and vegetation on each Lot shall be kept mowed and rimmed at regular intervals by the home owner so as to maintain the home site in a neat and attractive manner. Trees, shrubs and plants which die or become severely diseased shall be removed promptly from said Lot. The Architectural Review Committee should be notified in advance before any tree with a diameter of 6 inches or greater is removed.
9. Accessory buildings are specifically prohibited from any Lot within Roses Bluff; provided, however, that portable buildings or similar temporary structures are permitted during construction.
10. No structure of a temporary character, tent, basement, shack, mobile home, garage, barn or other out buildings shall be used on any Lot or Common Area in Roses Bluff at any time as a residence, either temporary or permanent.
11. No house trailer or mobile home shall be admitted in Roses Bluff at any time, whether used for residential purposes or not. Camper trailers, recreational vehicles, boats and/or boat trailers must be parked only to the rear of the main residence, within the lot lines and not visible to public view from the front of the residence and in conformance with the provisions of Paragraph 12 of these Rules.
12. Use and storage of all vehicles and recreational equipment upon Lots, roadways, and Common Area within Roses Bluff shall be subject to rules as provided herein:
 - a. All vehicles shall be currently licensed and maintained in operating condition, so as not to cause or create hazards or nuisances by excessive noise levels, exhaust emissions, or appearance. Inoperative motor vehicles are strictly prohibited from Roses Bluff except for emergency situations.
 - b. No recreational motor vehicle including, but not limited to, trail bikes, motorcycles, and dune buggies shall be driven upon Lots, driveways, parking areas, and Common Area within Roses Bluff except as a means of ingress and egress. No motor vehicle of any kind shall be driven on pedestrian walks, bicycle trails, or Common Area except as needed to maintain, repair or improve the Common Area.
 - c. Overnight parking of all recreational vehicles and related trailers, trucks, and/or sports equipment shall be in garages or appropriate screened enclosures, designed for such parking. All such vehicles and equipment shall be screened from public view. No vehicle, including automobiles, shall be parked on any street or cul-de-sac overnight except within designated parking areas.

- d. No motor vehicle may be repaired (except for emergency repairs) on any lot, street, or Common Area within Roses Bluff except where such repairs are done within an enclosed garage or in an area screened from public view.
13. The removal of any tree or the altering of the natural features of landscape, terrain, and view within the Common Area is prohibited, unless previously approved by the Board of Directors of the Owner's Association.
14. No fences, walls or hedges shall be placed on any Lot at any position that will block the dedicated water view from other Lots. No chain link or other wire mesh-type fences shall be permitted within Roses Bluff. All fences will be approved by the Architectural Review Committee.
15. No clothesline shall be erected or maintained on any Lot nor shall clothes, sheets, blankets, laundry of any kind or any other articles be hung out or exposed in any of the yard portions of any of the Lots exposed to public view or other Owners. Any improvement or equipment for the open air drying of laundry shall be screened from view by placing at least six inches below the fence line surrounding such Lots.
16. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence improvements. No building material shall be placed or stored in the street or between the curb and property line during construction.
17. Each residence built in Roses Bluff shall contain an enclosed space for the storage of trash and garbage containers. Placement of trash and garbage elsewhere on the Lot is prohibited. Trash, leaves and other similar material shall not be burned within Roses Bluff. All trash and garbage must be placed in plastic bags prior to placing in approved collection points for pickup.
18. The Common Area shall be kept free and clear of all garbage, rubbish, debris and other unsightly material. The placement of such material by Owners of Lots on the Common Area is strictly prohibited.
19. All mailboxes must be located and constructed to specifications approved by the Architectural Review Committee, and no change in the initial design and construction of the mailbox may be made without prior written approval from the Architectural Review Committee.
20. No boat houses, boat lifts, hoists or covered boat slips of any nature are allowed to extend into the Ross Barnett Reservoir. Any changes or extensions of the same must be approved by the Architectural Review Committee and the District.

21. Any excessive noise that constitutes a nuisance or disturbance to the neighborhood is prohibited except in emergency situations.
22. The use of privies, septic tanks, cesspools or disposal plants for the disposal of sewage is prohibited, unless such services are not available from the District and then any such system shall be located, constructed, and equipped in accordance with the requirements, standards, and recommendations of appropriate state and county health departments after first securing approval from such authority or authorities for installation thereof. The use of outdoor toilets is prohibited. All residences constructed in Roses Bluff must be connected to the District's sewer system.
23. No individual portable water supply system shall be permitted on any Lot unless water services are not available from the District, and then such system shall be located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate state and county health departments and after first securing approval from such authority or authorities for installation thereof. All residences constructed in Roses Bluff must be connected to the District's water supply system.
24. No independent dwelling unit shall be constructed on lot 85A.

RULES AND REGULATIONS

CLUBHOUSE, POOL, TENNIS/BASKETBALL COURTS

The Roses Bluff Clubhouse and Complex are for the use and enjoyment of all Roses Bluff owners. It is expected that the Clubhouse and Complex premises will be used in a manner consistent with our Roses Bluff way of life, and that everyone will be considerate of the rights and privileges of the other owners. The Clubhouse, pool, and tennis/basketball courts are tobacco-free areas. Any excessive noise that constitutes a nuisance or disturbance to the neighborhood is prohibited except in emergency situations.

Reservations for the use of the Clubhouse and for pool parties should be made with the Clubhouse Reservationist.

The Clubhouse and the main pool may not be reserved for different events at the same time. A party renting both the Clubhouse and the pool must pay a deposit for each area.

The amenities of Roses Bluff are available to all homeowners, guests, house guests, and house sitters, except as specifically modified in these Rules, *e.g.*, age restrictions on use of the pools. Local friends of a homeowner should not be furnished with gate codes or remote access keys and are not allowed access to our amenities except when actually visiting the homeowner.

THE CLUBHOUSE

The Clubhouse may be reserved by Roses Bluff Owners for private functions and parties, subject to the following provisions:

1. The owner must be participating in the function for which the reservation is made.
2. The homeowner making the reservation is personally responsible for the conduct of their guests and for any damage done not covered by the security deposit.
3. Use of the Clubhouse may not interfere with the other Roses Bluff owner's use and enjoyment of the pool and tennis courts.
4. Functions that are larger than 50 persons must have special approval by the Board of the Roses Bluff Home Owners Association. The deposit for functions involving up to 50 persons is \$100.00; for functions of 51 persons or more the deposit is \$150.

5. No reservation may be made without a security deposit. It is the responsibility of the homeowner to clean the premises. The deposit will be refunded if the Clubhouse is cleaned and the surroundings are left clean.
6. All functions must end by 1:00 AM.
7. Rental of the Clubhouse includes all public facilities under the roof line of the building.
8. The Clubhouse or pool may not be reserved on Saturday, Sunday, or holidays for private functions during the summer months from May 1 to October 1.

THE POOL

A summary of Rules for pool use is posted at each pool.

The pools will be maintained throughout the year. To ensure that all owners will be able to use and enjoy our pool areas, the following rules will be observed and enforced.

1. There are no lifeguards on duty. Owners and their guests swim at their own risk. Any individual (adult or child) not able to swim must be accompanied by an adult that is able to swim who remains in the water when the non-swimmer is in the pool.
2. All children up to the age of 13 must be accompanied by a person 18 years old or older.
3. The Pools and Hot Tub close for use at 10:00 PM.
4. Homeowners may have guests join them in using the pools. The homeowner is responsible for their guests conduct. The homeowner **MUST** accompany the guests (except adult house guests) while they are using the pools or pool areas. Owners are responsible for any damage caused by their guests.
5. Owners may not have more than 5 (five) guests or one guest family at any one time without a pool party reservation.
6. The Bathhouse and pool areas should be left clean. Put all trash in trash cans.
7. No Breakable glasses or plates may be used anywhere in the Clubhouse complex or at the pools. No eating is allowed in the pool area.
8. Proper swim attire is required. Cut-off jeans are not allowed. Do not put babies in diapers in the pools.
9. Diving is prohibited from any place around the pools.
10. No pets are allowed in the pools or pool areas.

11. NO RUNNING OR PLAYING AROUND THE POOLS OR INSIDE THE CLUBHOUSE IS ALLOWED.

12. Pool Parties:

- a. A pool party reservation is required when any owner has over 5 (five) guests or more than one guest family using one of the pools.
- b. Pool parties are limited to 12 (twelve) persons and must be confined to the specific time and date of the reservation.
- c. Pool parties may not intrude on the other owners' use and enjoyment of the pool.
- d. There may not be more than one pool party at the same pool at the same time.
- e. Owners are limited to two pool parties per year.
- f. No pool parties may be scheduled on weekends.
- g. Pool parties will require a \$100 deposit.

TENNIS AND BASKETBALL COURTS

We have a beautiful tennis court and basketball area which should withstand many years of play with proper care. The following guidelines have been established to maintain the high quality of the courts and the surrounding area:

1. Proper attire is required, which includes shirts being worn all times. Cut-off shorts are prohibited.
2. Only tennis shoes or proper soft rubber sole shoes may be worn on the courts.
3. Bicycles, skate boards, Big Wheels, tricycles, or other toys are not allowed on the courts.
4. If there are others waiting to play, please limit your play to 1-1/2 hours.
5. Owners must accompany any guests (other than house guests) using the court, and are responsible for the conduct of their guests.

GATES

In order to provide security and privacy to the residents of Roses Bluff, the gates at Roses Bluff are closed at all times. Considerable expense was incurred by the association to provide for your security. Please do not give out your gate code to anyone. This is for your protection and security. The codes are recorded as they are used, so if a problem arises, they can be reviewed to see which codes were used at that time.

1. Entry codes or an electronic key fob are required to enter the main gate. The main exit gate opens automatically. The keypads at the small gate have been disabled and can only be opened, whether entering or exiting, using a key fob. Personal entry codes, as well as restricted codes are assigned to each lot owner.
 - a. These codes include one code that operates the gates 24 hours, 7 days a week, and should be used only by residents of Roses Bluff.
 - b. A second code operates the gates only from 7:00 am until 10:00 pm, Monday through Saturday. This second code is provided to lot owners to allow friends and other family members access to Roses Bluff.
 - c. A third restricted code that is changed periodically is for use by domestic help and workers such as yard maintenance personal, as well as vendors, such as telephone repairmen, plumbers, electricians, *etc.*, who require access for a limited time. This code may be used from 7:00 am to 6:00 pm for entry into Roses Bluff.
 - d. Any homeowner may allow entry to anyone through the Main Gate by using the directory in the key pad and their home or cell phone. If your name is not in the directory, please notify a Board member and it will be added.
2. Remote control key fobs which can be programmed with your individual code can be purchased from Jefcoat Fence by obtaining a request form from the Board Treasurer. Jefcoat will contact the home owner to arrange payment, currently \$35.00.
3. If you need to have the gates open for a period of time for a party, open house, *etc.*, you must contact the Board Treasurer or other designated Board Director within 48 hours of the requested gate opening. The Treasurer will submit the information to Jefcoat Fence who will open/close the gates per request. Jefcoat will bill the homeowner directly, the current fee for this service is currently \$35.00. This fee is paid by the resident directly to Jefcoat, normally by credit card.
4. Do not post your gate code on the key pads, any sign outside the gate, party invitations, *etc.* There is a \$100.00 fine for posting a gate code in this manner, which will be assessed to the offending lot owner, and your current code will be voided and a new code will be assigned with any resulting costs billed to the homeowner.

GAZEBO AND FISHING PIER

The gazebo and fishing pier are for the use and enjoyment of the residents of Roses Bluff. Residents should preserve these areas and leave them clean at all times. No boats may be tied up to the fishing pier overnight or for any extended period of time.

PARKING

The following Rules and Regulations shall govern and control the parking of Vehicles in the Common Areas of Roses Bluff and shall be binding and enforceable upon all Members of Roses Bluff Owners' Association, Inc., their family, guests, and invitees.

1. No parking of Vehicles is allowed in any of the Common Areas, including but not limited to streets, roads and drives, except in designated parking spaces. All parking areas in the Common Area shall be considered restricted and private parking subject to these Rules and Regulations.
2. Designated parking areas are provided for the use and enjoyment of all Members, their family, guests and invitees, subject to these Rules and Regulations.
3. Designated parking spaces associated with the Association's facilities, including the clubhouse and pool areas, are for temporary use.
4. Except as otherwise provided herein, vehicles are not allowed to remain parked in designated parking spaces for extended periods of time in excess of six (6) continuous hours. Vehicles are not allowed to remain parked overnight or for other extended periods of time in designated parking areas; provided; however, temporary nonresident guests or invitees of a Member or of their family are allowed to use designated parking spaces during any temporary visit period not to exceed three (3) days to such Member's household. For a temporary visit period in excess of three (3) days, all vehicles of nonresident guests or invitees of a Member or their family parked in designated parking spaces shall have places on their front dashboard or windshield a "Guest" decal or card after first notifying and obtaining permission of a Board Member or officer.
5. Designated parking spaces are not for the exclusive use of any Member, their family, guests or invitees. Designated parking spaces shall not be used as an appurtenance to any Member's property or for the additional parking of Vehicles of Member's or persons in their households.
6. Any violation of these Rules and Regulations by a Member, their family, guests or invitees shall result in an assessment against such Member by the Association of \$25.00 per violation for each day such violation occurs. The Association may mail a notice of such assessment to the Member and such assessment shall be due and payable with fifteen (15) days of the date of such notice or otherwise upon demand. Failure of the

Association to mail such notice or lack of receipt thereof by a Member shall not constitute grounds for dismissal of such assessment and such Member shall remain liable for payment of such assessment. All assessments for parking violations shall be considered as an "Assessment" as provided in the Declarations of Protective Covenants Conditions and Restrictions for Roses Bluff, Planned Community (the "Declarations") and the Bylaws of the Association. The Association shall have the same rights, remedies and privileges for a parking assessment as for an Assessment under the Declaration and Bylaws, including, but not limited to, lien rights against the property or lot of a Member. A Member may dispute an assessment for a parking violation to the Board of Directors and the decision of a majority of the Board of Directors attending and voting on such matter at a meeting shall be binding and enforceable upon such member and the final decision of the Association.

7. The Association may cause any Vehicle which is parked in violation of these Rules and Regulations to be towed or otherwise impounded. Further, the Association may cause a parking boot or other restrictive device to be placed upon any Vehicle parked in violation of these Rules and Regulations. With regard to any Vehicle which has been towed, impounded or otherwise restricted, the Member may be required to pay the assessment for the violation, together with any tow charges, parking boot charges or other amounts incurred in connection with such violation, prior to the release of such Vehicle to the Member.
8. The Association, its officers and directors, shall have no liability for any damage, loss or injury incurred by a Member, their family, guests and invitees resulting from a violation of these Rules and Regulations or from the tow, impoundment or restriction of their Vehicle. Each Member, on their behalf and on behalf of their family, guests and invitees shall hold harmless the Association from any damage, loss or injury incurred by the Association resulting directly or indirectly from the violation of these Rules and Regulations by such Member, their family, guests and invitees or from the tow, impoundments or restriction of a Vehicle in accordance herewith.
9. Any provision herein may be waived by the Association; provided however, the waiver of any provision herein shall not constitute a waiver of any subsequent violation or other condition.
10. These Rules and Regulations are to be construed consistently with the Declarations and Bylaws and to the extent of any conflict among such provisions, the Declaration and Bylaws shall govern. These Rules and Regulations shall be constructed and interpreted in favor of the party seeking to enforce the provisions hereof to effectuate their purpose of providing the Common Areas, including common parking area, and for the use and enjoyment of all Members, their family, guests and invitees and in not allowing an abuse of such privileges and rights to the Common Area and parking by any party to the detriment of all Members, their families, guests and invitees.

11. The Association may designate or retain a person or persons as its agent(s) to monitor, regulate and enforce these Rules and Regulations.
12. In the event the Association retains legal counsel to enforce these Rules and Regulations or to pursue legal action against a Member, such Member shall be liable for all legal fees and expenses and court costs associated therewith.
13. The term "Vehicle" as used herein shall include, but not be restricted to, all automobiles, trucks, vans, motorcycles, all-terrain Vehicles, boats, jet skis, tractors, trailers, buses or other Vehicles or machinery.
14. Nothing contained herein shall be deemed to amend or waive any restriction, covenant or provision of the Declaration or Bylaws regarding parking or use of the Common Areas to the extent such is more restrictive than these Rules and Regulations contained herein.

OWNERSHIP & CONTROL OF ANIMALS/PETS WITHIN ROSES BLUFF

The following Rules and Regulations shall govern and control the ownership and control of animals, pets, etc. within Roses Bluff and shall be binding and enforceable upon all Member of Roses Bluff Owners' Association, Inc., their family, guests and invitees.

1. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted within Roses Bluff with the exception of dogs, cats or other usual and common household pets in reasonable number, as determined by the Board.
2. No pets shall be kept, bred or maintained for any commercial purpose.
3. All pets belonging to Members shall be subject to any state, local, municipal or county laws, ordinances and/or regulations concerning animals and/or pets.
4. No unleashed pets shall be permitted to run at large with Roses Bluff. Any such unleashed pets running at large within the subdivision shall be subject to impoundment and all costs and expenses incurred therein shall be assessed to the owner(s).
5. The owner(s) of any pet shall be responsible for the removal of any excreta deposited by his/her pet upon the Common Areas and/or private property within the subdivision. No Member shall allow unsanitary, unsightly or malodorous conditions to develop on such Members property due to the keeping, maintain and/or owning of any pets.

6. No owner(s) of a pet shall allow such pet to become a nuisance pursuant to Article VI Section 1(a) of the Declaration of Protective Covenants, Conditions and Restrictions for Roses Bluff, a Planned Community Acts which constitute a nuisance include but shall not be limited to the following:

Any pet which:

- (a) Molests a passerby or passing vehicle;
- (b) Attacks people or other animals;
- (c) Trespasses upon the Common Areas and private property;
- (d) Is repeatedly at large;
- (e) Damages public or private property;
- (f) Barks, whines or howls in an excessive, continuous or untimely fashion.

OCCUPANCY

A Living Unit shall be owner occupied as a single family residence and shall not be rented or leased either in whole or in part.

In the event that an owner must be absent for an extended period, a house sitter may be obtained to maintain the premises. The Board should be notified of any such arrangement prior to making such arrangements in order to avoid confusion as to the occupancy of the home. The Board may require additional information to show that the occupant is a house sitter and not a renter. Moreover, the Board shall impose a time limit on the house sitting arrangement.

ENFORCEMENT OF RULES

1. Any violation of these Rules and Regulations by a Member, their family, guests or invitees may result in an assessment against such Member by the Association of an amount to be determined by a two-thirds vote of the Board per violation for each such occurrence. The amount of the assessment will be determined by the severity of the violation as well as the history of prior violations. The Association may mail a notice of such assessment to the Member and such assessment shall be due and payable with fifteen (15) days of the date of such notice or otherwise upon demand. Failure of the Association to mail such notice or lack of receipt thereof by a Member shall remain liable for payment of such assessment. All assessments for Rules and Regulations violations shall be considered as an "Assessment" as provided in the Declarations of Protective Covenants Conditions and Restrictions for Roses Bluff, Planned Community (the "Declarations") and the Bylaws of the Association. The Association shall have the same rights, remedies and privileges for such assessment as for an Assessment under the Declaration and Bylaws, including, but not limited to lien rights against the property or lot of a Member. A Member may dispute an assessment for a

violation to the Board of Directors and the decision of a majority of the Board of Directors attending and voting on such matter at a meeting shall be binding.

2. The Association, its officers and directors, shall have no liability for any damages, loss or injury incurred by a Member, their family, guests or invitees resulting from a violation of these Rules and Regulations. Each Member, on their behalf and on behalf of their family, guests or invitees shall hold harmless the Association from any damage, loss or injury incurred by the Association resulting directly or indirectly from the violation of the Rules and Regulations by such Member, their family, guest or invitees.
3. Any provision herein may be waived by the Association; provided however, the waiver of any provision herein shall not constitute a waiver of any subsequent violation or other condition.
4. These Rules and Regulations are to be construed consistent with the Declarations and Bylaws and to the extent of any conflict among such provision, the Declaration and Bylaws shall govern. These Rules and Regulations shall be construed and interpreted in favor of the party seeking to enforce the provisions hereof to effectuate their purpose of providing the Common Areas for the use and enjoyment of all Members, their family, guests and invitees.
5. The Association may designate or retain a person or persons as its agent(s) to monitor, regulate and enforce the Rules and Regulations.
6. In the event the Association retains legal counsel to enforce these Rules and Regulations or to pursue legal action against a Member, such Member shall be liable for all legal fees and expenses and court costs associated therewith.
7. These Rules and Regulations may be amended and as provided in the Protective Covenants. ARTICLE VI, Section 1. USE OF PROPERTY (d) ...Such general rules may be adopted or amended by a two-thirds vote of the Board, following a public hearing for which due notice has been provided. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.”

How to Contact Your Board of Directors

If you wish to contact the Board of Directors by mail, the address is Box 13, 130 Dumaine Place, Madison, MS 39110. The names, phone numbers and email addresses may be found on the Roses Bluff WEB site, <http://rosesbluffhoa.com/>. This WEB site also contains these Rules as well as the **Architectural Guidelines, Bylaws, Protective Covenants**, and the **Declarations and Amendments**.