GENERAL SUBDIVISION RULES

These General Subdivision Rules of Raintree PD, Phases I & II were adopted on March 5, 2014. The Board of Directors of Raintree Homeowners Association, Inc has approved them, and they supersede all previous board adopted subdivision rules, but nothing herein shall be construed as amending the Declaration of Covenants, Conditions, and Restrictions or Restrictive Covenants of the subdivision. If there is a direct conflict between the DCCR or Restrictive Covenants and any rule contained herein, the DCCR or Restrictive Covenants will govern.

SECTION 1: Lawn Care and Maintenance

1. All front, side, and back yard areas are to have a maximum grass/weed height of 6 inches.
2. All flower beds, including but not limited to tree rings, mailbox rings or any other such landscaping area are to be free of any l weeds and grass.
3. All driveways, sidewalks, curbs and street are to be maintained and free of weeds and grass.
4. All sides of house, a/c pads, mailbox area, fence lines and around landscaping timbers, rocks, ECT are to be maintained and free of weeds and grass.
5. All yard waste, including but not limited to grass clippings, leaves and soil, is to be swept up and bagged or blown back into your own property.
6. All trees, shrubs, bushes or any decorative planting must be trimmed and groomed to maintain an aesthetic appearance comparable to the neighborhood. Additionally, all tree branches shall not impede sidewalk and/or driveway use. The HOA shall have the authority to request the Homeowner to trim or maintain the above listed shrubs in order to be in compliance.
7. All gardens and garden plants, including but not limited to fruit and vegetable plants, are to be kept and maintained in an area that is not visible from the street. Fruit trees are excluded from this provision. Basketball goals are to be kept a minimum of 20 feet from driveway access and sidewalks as to not impede ingress/egress use.
8. No trash, tree limbs, grass, other yard debris or general trash items are to be placed in the HOA common area for removal by either the Collierville Sanitation department or any other service. All such items should be placed in front of your house for pick up on scheduled trash days.
9. No trees, bushes or any other portion of the HOA common areas are to be cut, trimmed, mowed or moved without first receiving written permission from the Raintree HOA Board.

SECTION 2: Vehicles

* 1. In order to maintain safety, neighborhood streets should be free of parked vehicles (cars, trucks, motorcycles, etc.). No overnight parking of vehicles in the street is permitted.
  2. At no time, is it permissive to park work-related vehicles, delivery trucks or trailers on the street or in any driveway. They should be parked in your garage and the garage door must be able to close to prevent viewing of the above related vehicles.
  3. An exception to this requirement would be a temporary event for a service repair or task being performed on your property, such as: lawn service spraying, air conditioner service call, landscaping or other temporary services for your residence.
  4. No vehicle, at any time, shall be parked in the driveway in a manner that would impede sidewalk access and use. (For example, a pedestrian or child on a bicycle should not have to enter the street in order to circumvent a vehicle parked in the driveway.

SECTION 3: Trash

1. Trash cans shall be kept out of view of other homeowners at all times outside of pickup times.
2. Trash cans shall not be placed at the side of the house without being behind a fence or other approved enclosure obstructing the view of the trash can from the street.
3. For pickup purposes, trash cans may be placed on the street on Monday at 8:00 A.M., but are to be removed and placed out of view no later than Tuesday 10:00 P.M. for normal trash pickup days.

SECTION 4: Fines and Citation Fees

1. The Board of Directors shall have the absolute discretion and authority to issue a violation notice to any homeowner not in compliance with the above stated rules or the DCCR and Restrictive Covenants of the subdivision.
2. If after receiving a violation notice regarding any covenant, restriction, or rule contained herein or in the subdivision’s DCCR or Restrictive Covenants the home is not brought into compliance within the 15 day correction period, the homeowner shall be fined $50.00, which shall be immediately payable upon request and shall be fined an additional $50.00 per seven day period until the violation is corrected.
3. If after receiving a violation notice regarding an exterior change made to the home without prior approval from the Architectural Control Committee the home is not brought into compliance within the 15 day correction period, the home shall be fined $250.00 which shall be immediately payable and shall be fined an additional $100.00 per week until the violation is corrected. The above withstanding, if the homeowner has entered into a valid contract with a licensed contractor to correct the violation, then the correction period will be extended to be coterminous with the date the contracted work is to be substantially complete.
4. If a home receives a third (3) violation notice regarding the same rule violation within a one (1) year time period, a $200.00 fee shall be charged for the violation notice to cover the time and expense of processing the notice.
5. Nothing herein shall be interpreted to impede or limit the Board of Directors’ right to pursue legal action, or any other remedy afforded it under the DCCR or any other governing document, to correct any violation of the subdivisions’ covenants, restrictions, or rules.

Updated 3/05/2014