

The Courtyards at Northlake

*Rules and Regulations*  
*Manual*

1. **Overview:**

- 1.1 This manual is intended to acquaint you with the rules and regulations whereby the Homeowners Association Board of Directors supervises the use of the common areas by all residents. Board authority also includes enforcing these regulations by establishing penalties for any infractions. Since ownership represents a considerable investment by each owner, it is essential to protect this investment by proper maintenance, management and regulations for the use of all common areas.
- 1.2 The voting information contained herein applies to owners and renters alike, except that voting rights in the Association are limited to owners. The obligation of all residents to abide by the Rules and Regulations described in this manual is stated in the Association Bylaws. Each owner who rents his/her home is therefore responsible for advising the tenant(s) of this obligation, and for notifying the Management Company in writing as to whom the privileges of ownership have been delegated.
- 1.3 Revisions to this document will be made as required, indicated by date revision and Executive Board approval. The Board reserves the right to make additional rules and regulations as may be required from time to time without consent of the members or the Association. These additional rules and regulations shall be binding as all others previously adopted.

2. **General Rules:**

- 2.1 The Rules and Regulations, and the Bylaws shall be enforced by the Board of Directors and fines for infractions may be levied in accordance with the provisions therein.
- 2.2 Parents are deemed responsible for actions committed by their children, and owners, generally, are deemed responsible for infractions committed by their tenants, licensees, invitees or guests.
- 2.3 Loud noises, including but not limited to, playing musical instruments, radios, stereos, televisions, etc. shall not be made in such a manner as to disturb other residents of this community. Volumes on these mentioned items shall be lowered between the hours of 10:30 p.m. to 7:00 a.m. (Monday-Friday) and 11:00 p.m. to 8:00 a.m. (Saturday and Sunday.)

- 2.4 All roads throughout the complex are fire-lanes. Therefore, parking on the roads throughout the complex is NOT allowed except at the designated *Guest Parking* areas. Guest parking at the Courtyards at Northlake is for guests ONLY. It is not intended for permanent, residence parking.
- 2.5 All roadways and walkways shall be clear for emergency traffic. No cars, furniture, wood, bicycles, barbecue grills, toys or other items of personal property shall be stored or left in the roadways, walkways or other places in the common areas.
- 2.6 Garments, rugs, clothing or other household items may not be hung from windows, fences, or facades of the buildings. No clotheslines of any rtype shall be placed on the property.
- 2.7 Every unit owner will be required to install blinds or curtains on all windows of the home. It is preferred that the window coverings be of neutral color to maintain a consistent look throughout the entire complex. Window coverings besides blinds and curtains will not be accepted, i.e. sheets or paper.
- 2.8 No flammable, combustible or explosive fluids, noxious or toxic chemicals shall be stored on the premises except in reasonable amounts as needed for normal household use.
- 2.9 No signs shall be hung or placed on the outside of the residence, with the exception of one sign, not larger than 6 square feet, for any unit to be sold or rented. Rental signs must only be placed in one window of the unit. The Executive HOA Board reserves the right to use signs throughout the community as necessary.
- 2.10 No advertisement, sign, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed on the property without permission from the Board.

3. **Pets:**

- 3.1 A reasonable number (3 or less) of pets may be kept per household.
- 3.2 No livestock, poultry or animals other than household pets may be kept.
- 3.3 Pets on or in the common area must be carried and/or be on a leash.
- 3.4 No animal may be leashed or confined to any stationary object on or in the common area.

- 3.5 Solid waste made by pets on any area must be cleaned up at the time of the incident. Bags for pet waste are located by the main irrigation system and gazebo.
- 3.6 Pet owners and/or related unit owners will be held responsible and liable for any property damage, injury or disturbance, which pets may cause or inflict.
- 3.7 The animal control agency may be called to contain unleashed or unattended animals.

4. **Trash:**

- 4.1 Trash shall be placed in dumpsters located in the Association's designated trash collection area only. A homeowner wishing to dispose of items other than what may be placed in the Association Dumpster should be transported to the city/county dump.
  - a. When placing trash into the dumpsters, residents shall ensure that all trash bags are placed inside the Dumpster containers. No trash or litter shall be spread onto the ground around the receptacles.
  - b. The Dumpster lids should be closed after disposing of trash. This will keep raccoons and other animals out of this area.
- 4.2 All trash must be kept inside the unit or garage until being placed in the dumpsters.
- 4.3 No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the community. This includes but is not limited to, cigarette butts, newspapers collecting on sidewalks or driveways, and all other forms of litter.
- 4.4 No odors shall be permitted to arise within the community. Nor shall any condition be permitted to arise which is unsanitary, unsightly, offensive, or detrimental to any other property or residents in the vicinity.

5. **Vehicles and traffic policies:**

- 5.1 Resident vehicles shall be parked only in garages or in individual driveways. Unassigned guest parking spots are located throughout the complex and are for guests only. Additional parking for residents is available on 129<sup>th</sup> Street.

- 5.2 There shall be no parking permitted where indicated by “No Parking” or “Fire Lane” signs. All roadways throughout the complex are Fire Lanes. Anyone parked in a fire zone is subject to immediate ticketing and/or towing at the owner’s expense. Additionally, there shall be no double parking in resident driveways.
- 5.3 Derelict and/or abandoned vehicles are not permitted. Any Association member has the authority to notify the city police or Managing Agent to have the vehicles ticketed and then towed.
- 5.4 No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or the trash dumpsters. Offending vehicles will be reported to the police for ticketing and immediate towing.
- 5.5 Speed limit signs, stop signs, yield signs, and no parking signs may be erected at the Board’s discretion with authorization of the appropriate governmental authority.
- 5.6 No repair of vehicles shall be made on the driveways or streets. No dumping of oil, antifreeze, or other chemicals from motor vehicles is permitted. Accidents require immediate clean up by the resident. Vehicle repairs will only be done inside the garage.
- 5.7 No house trailers, camping trailers, boats or accessories shall be parked, stored, repaired or maintained on any lot or in the parking area for a period exceeding twenty-four (24) hours to load and unload.

6. **Grounds Maintenance:**

- 6.1 The homeowners’ and the HOA will maintain snow removal.
  - a. Homeowners will be responsible to shovel their driveways, front sidewalks and courtyards.
  - b. The HOA will hire a contracted company to remove snow from the sidewalks surrounding the common areas, and the development’s roadways. Snow removal will occur when the snow is greater than 3 inches on the sidewalks and greater than 6 inches on the roadways.

- 6.2 Community lighting is the homeowners' responsibility to maintain.
- a. Homeowners are responsible for replacing the light bulbs for all light fixtures mounted to their home including: the garage, porch and front sidewalk light fixtures.
  - b. The HOA Board will ensure all bulbs are replaced for the light post fixtures within the community.
  - c. Proper replacement bulbs are Clear, 60 Watt bulbs. Lower Watt bulbs may be used.
- 6.3 Flower Beds located near the garages will be responsibility of the homeowner to weed and replace any damaged/dead plants.
- 6.4 Rock beds located between the driveways will require periodic weeding. This will be the responsibility of the homeowner.

7. **Community Gazebo:**

- 7.1 The gazebo is intended for use by all residences. No barbecuing will be permitted in the gazebo.
- 7.2 No damage to the gazebo will be tolerated. Any damage created will be fixed at the responsible parties' expense. No climbing on the gazebo will be permitted.

8. **Architectural Control:**

- 8.1 No architectural alteration or addition, including, but not limited to solar devices, exterior doors, window unit swamp coolers/air conditioners, windows, fences, walls canopies, awnings, and antennae shall be commenced, erected, altered, moved, removed, or maintained upon the property or any portion thereof.
- 8.2 No exterior addition, change or alteration shall be made until the plans and specifications showing the nature, kind, shape, height, material and location has been submitted to and approved in writing by the HOA Executive Board. Any such item so installed without the written approval of the HOA Board shall be deemed to be a violation of these rules and subject to immediate removal without recompense. Examples of exterior additions which may be approved by the HOA Board are a storm/security door and a window well cover if they are white, clear, or light cream in color to match the trim of the buildings. In all cases, prior approval is required before exterior additions are permitted.
- 8.3 Satellite dishes, used to receive direct broadcast satellite services are allowed at the Courtyards at Northlake but will not exceed 2'6" in diameter. No more than one satellite shall be installed per unit.

9. **Leased Units:**

- 9.1 Each units leased shall be for a period of time of not less than 1 year unless submitted and approved in writing to the Executive HOA Board. No less than 6 months will be considered.
- 9.2 Leasing of a unit for business purposes is not permitted.
- 9.3 There shall be no more people residing in a single unit than are allowed by the zoning ordinances of the local governing authority.
- 9.4 Any non-owner residing in any unit shall be subject to these Rules and Regulations in the same capacity as would be an owner, subject to all rights and liabilities contained herein.
- 9.5 Each owner is responsible for the distribution of the most current revision of the Rules and Regulations to their tenants.

10. **Monthly HOA Dues:**

- 10.1 All monthly assessments are due and payable on the first of each month. Any assessment not received within 10 days after the due date shall be subject to a \$15.00 late charge. If your payment is still delinquent on the 30<sup>th</sup> of the third month, your account will be forwarded to the Association attorney, a lien will be filed and any further legal action deemed necessary will be taken.
- 10.2 Should it become necessary to file a lien on a unit, the owner of such unit will be responsible for all legal fees. Prolonged delinquency could ultimately be resolved in an action of law.
- 10.3 Anyone over 60 days delinquent will have their voting privileges suspended until such time as the account has been paid up to date.
- 10.4 If payment of HOA dues can not be made, please notify the Management Company to communicate a repayment plan. All repayment plans will require the approval of the Executive HOA Board.

11. **Enforcement:**

- 11.1 Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, county, state, or federal authorities.

- 11.2 If the Association brings a legal action to enforce any provision hereof, the violating party shall be liable for costs, expert witness fees, and reasonable attorney's fees.
- 11.3 All complaints pertaining to the Rules and Regulations of the Courtyards at Northlake shall be in writing addressed to the Executive HOA Board and the Management Company.
- a. The complaints should contain the following information:
  - b. The name or identity of individual(s) committing the infraction.
  - c. The unit number with whom the individual is associated and some description of the nature of the relationship, i.e. guest, owner, tenant, etc.
  - d. The identification of the rules and regulations violated.
  - e. The date, time and place of the infraction.
  - f. The name, address and telephone number of the person making the complaint.
  - g. The initiator's identity will remain confidential unless specified by the initiator.
- 11.4 Upon receipt of a written complaint, the Board and Management Company shall notify the unit owner and the person charged with committing the violation that a complaint has been received. If a non-owner resident is assessed, that assessment is the responsibility of the unit owner.
- 11.5 If so desired, the person(s) that is charged with committing the violation may request a hearing at the next regularly scheduled Board meeting. All such hearings shall be handled on an individual basis.
- 11.6 The Board may impose an assessment according to the following schedule:
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| First Offense                 | Verbal Notice, by affected individual |
| Second Offense                | Written Notice, by the HOA board      |
| Third Offense                 | \$25.00 fine and written notice       |
| Fourth Offense                | \$50.00 fine and written notice       |
| Fifth and subsequent Offenses | \$100.00 fine and written notice      |