

East Village HOA

Rules and Regulations

CC&R Violation and Enforcement Policy

INTRODUCTION

The primary objectives of these Rules and Regulations (Section 1) are to keep our property values high, assure the overall good appearance of the community, provide for the general safety of all members of the community, and to maintain the highest level of goodwill and cooperation between homeowners, tenants, and guests. The East Village Homeowner's Association has established the following Enforcement Policy (Section 2) for Covenants, Conditions and Restrictions violations enforcement, and any applicable monetary fines for continuing violations. These policies will be deemed a part of the Associations Rules and are subject to amendment or modification at any time by a majority vote of the HOA Board of Directors. These Rules and Regulations supplement the CC&R's and also establish a fine schedule in advance for violations in certain circumstances, but it is left to the determination of the Board to decide in select cases the need to increase, decrease, or follow the established fines on a case by case basis, as needed.

SECTION 1: **RULES AND REGULATIONS**

1.1 ARCHITECTURAL: *All Section 1.1 Violations except as noted below are to be addressed within a two week period after warning. The indicated Fine Schedule is then implemented on a two-week basis if the violation has not been addressed.*

- a. Violation of architectural guidelines will be subject to a fine until corrected. Refer to East Village Design Guidelines. *(Fine Schedule C)*
- b. Exception: Members who fail to obtain prior Architectural Review Board approval for improvements required under CC&R Section 4.7.3 shall be subject to an initial fine without warning of not less than \$200. Subsequent fines specified in Fine Schedule C will be implemented on a two-week basis.**

1.2 BACKYARDS: Given that all backyards in the development are visible from at least one other adjoining property in the development, there is an expectation that backyards be reasonably maintained and that they do not create an unsightly appearance. *All Section 1.2 Violations are to be addressed within a two-week period after warning. The indicated Fine Schedule is then implemented on a two-week basis if the violation has not been addressed.*

- a. Landscaping must be kept neatly trimmed and continuously maintained and shall not encroach upon neighboring properties. *(Fine Schedule A)*
- b. Weeds, dead plants, leaf piles, debris, and trash shall be removed as soon as is reasonably possible. Those with pets need to pick up after them in a timely manner to avoid offensive odors. *(Fine Schedule A)*
- c. Structures of a temporary nature, such as tents, shall not be used as a residence. *(Fine Schedule C)*

- d. Outdoor structures must harmonize with the scheme of the development and may not be raised so high as to infringe upon a neighbor's privacy nor interfere with a neighbor's view. *(Fine Schedule B)*
- e. Backyards should be maintained, kept in reasonable order, and should not be used for storage. *(Fine Schedule A)*
- f. Water features are allowed, provided that the water is not left stagnant and is kept clean. *(Fine Schedule A)*
- g. All backyard equipment and structures must be maintained so that they do not create excessive noise or become a visual nuisance. *(Fine Schedule B)*

1.3 FRONT YARD/PORCH/WALKWAY/SIDEWALK/DRIVEWAY: *All Section 1.3 Violations are to be addressed within a one-week period after warning. The indicated Fine Schedule is then implemented on a one-week basis if the violation has not been addressed.*

- a. Only landscaping and landscaping materials (including potted plants) approved by the HOA landscaping liaison are allowed in front beds. No plantings may be added to grassy areas or parkways. *(Fine Schedule A)*
- b. No free standing potted plants, planters, statues or other added elements may be placed between the sidewalk and the street. *(Fine Schedule A)*
- c. Only appropriate size and color outdoor/patio furniture and potted or hanging plants are permitted on front porches and steps. Any such furniture and plant material must be kept in good condition. *(Fine Schedule A)*
- d. Any dead or unsightly material must be removed immediately. *(Fine Schedule A)*
- e. No indoor furniture, rugs, barbecues, doghouses, bicycles, trash/recycling receptacles or storage of any other items are allowed on porches, walkways or in the driveway of units. *(Fine Schedule A)*
- f. Holiday decorations shall be reasonable and shall be displayed no longer than 45 days total, but may only be displayed up to 30 days prior to, and up to 30 days after, the designated holiday. *(Fine Schedule A)*
- g. Sidewalks are to be kept clear of all items at all times. *(Fine Schedule A)*

1.4 NUISANCE / NOISE: *All Section 1.4 Violations are to be addressed within a 24- hour period after warning. The indicated Fine Schedule is then implemented on a 24- hour basis if the violation has not been addressed.*

- a. Residents shall exercise due care to avoid creating disturbances and making excessive noise that may disturb other residents. No resident may generate noise from any Living Unit or Lot that is unreasonably loud or raucous such that the noise disturbs other residents (especially between the hours of 10:00 p.m. and 7:00 a.m.). Any noise which disturbs a neighbor's peace and quiet must be addressed immediately upon request. *(Fine Schedule B)*

1.5 PARKING: *All Section 1.5 Violations are to be addressed within a 24-hour period after warning. The indicated Fine Schedule is then implemented on a 24-hour basis if the violation has not been addressed.*

- a. Parking of RV's, boats or trailers within the development is permissible for up to 48 hours for residents only. Guests are restricted to parking these vehicles for no more than 24 hours. RV's, boats, etc. parked on the street shall not be allowed to tie into the power or utilities of any unit or the Association's utilities. *(Fine Schedule B)*
- b. Automobiles, pickup trucks and SUV's may be parked within enclosed garages or in owner's driveways, or within approved parking spaces. *(Fine Schedule B)*
- c. Only one vehicle (including motorcycles) may be parked in the driveway of any Lot. *(Fine Schedule B)*
- d. Sidewalks are to be kept clear of vehicles at all times. *(Fine Schedule B)*
- e. No work shall be performed on any vehicle or equipment in the driveway of any unit or in the street. Work on vehicles or equipment is only allowed in an owner's closed garage. Members may wash their vehicles in their driveways or on the street so long as they do not use any cleaners, etc. which harm the landscaping. *(Fine Schedule B)*
- f. Members shall encourage guests not to park in front of other Member's units and instead to use available open parking on Engle, Clay or across the street on Abbott. Members shall ensure guests move their cars at least once each 48 hours. *(Fine Schedule B)*

1.6 PETS: *All Section 1.6 Violations are to be addressed within a 24-hour period after warning. The indicated Fine Schedule is then implemented on a 24-hour basis if the violation has not been addressed.*

- a. Only a reasonable number of customary household pets may be kept within the house or fenced yard of each resident. *(Fine Schedule A)*
- b. Pets may not be bred or raised for commercial purposes. *(Fine Schedule C)*
- c. Repeated and/or regular excessive noise, or barking, by a resident's pet may be considered objectionable by neighbors. Pet owners shall take all necessary steps to limit these outbursts, especially during bedtime hours. *(Fine Schedule B)*
- d. Pet owners shall immediately remove and dispose of pet feces from their property, neighbors' yards, and all common areas. *(Fine Schedule A)*
- e. All dogs must be leashed when not on their owner's property. *(Fine Schedule A)*

1.7 SIGNAGE: *All Section 1.7 Violations are to be addressed within a one-week period after warning. The indicated Fine Schedule is then implemented on a one week basis if the violation has not been addressed.*

- a. One "For Sale" sign will be permitted per home advertising the sale of the home, or one "For Rent" sign will be permitted per home advertising the availability of the home for rent. The signs may be no more than five hundred (500) square inches. No other signs advertising any other service or product will be permitted. (*Fine Schedule A*)
- b. Personal signs may be posted near front door bells such as "No Solicitations" signs. Signs directing attention to a specific activity, such as a garage sale, reception, party or open house, or political signs, may not be placed on lawns and should be removed immediately at the conclusion of the event. (*Fine Schedule A*)

1.8 WINDOW TREATMENTS: *All Section 1.8 Violations are to be addressed within a one- week period after warning. The indicated Fine Schedule is then implemented on a one-week basis if the violation has not been addressed.*

- a. All window treatments will be appropriate and shall not be covered with inappropriate materials. Inappropriate materials include, but are not limited to, sheets, blankets, towels, newspaper, tarps, rugs, and flags. (*Fine Schedule A*)

SECTION 2: **CC&R VIOLATION AND ENFORCEMENT POLICY**

2.1 FINES: There are three schedules of fines (A, B, and C) which are dependent upon the severity of the infraction. The appropriate Fine Schedule is referenced within each Rule above.

	Fine Schedule A	Fine Schedule B	Fine Schedule C
Initial Contact	Warning	Warning	Warning
First Fine	\$25.00	\$50.00	\$100.00
Second Fine	\$50.00	\$75.00	\$150.00
Third Fine	\$100.00	\$100.00	\$200.00

The time-frame for the implementation of the first (*and each subsequent*) fine is delineated at the beginning of each numbered section. For example, a violation of Rule 1.7a (for sale/for rent signs) would trigger the first fine one week after warning (since all violations of Section 1.7 have the one-week time frame). The second fine would be applied one week later, and the third fine one week later yet. A squawking bird violation, however (Rule 1.6c), would generate the first fine 24-hours after warning (since all violations of Section 1.6 have the 24-hour time frame), the second fine 24-hours after that (if there is a recurrence), and the third fine 24-hours later.

All fines are cumulative, and third level fines continue to be applied at the fine interval indefinitely until the violation is remedied. The same offense within a one year period triggers the next step fine. Should a period of time of at least one year elapse between violation warnings of the same offense, the next notification will be considered an Initial Contact (Warning) again. Residents or owners in financial hardship who receive fines may notify the board to request an extension of payment or to make alternative payment arrangements.

It is understood and agreed that any fines incurred but not paid by non-owner occupants are the responsibility of the owner and any such unpaid fines will be levied against the owner and the property as necessary.

2.2 ONE-TIME EXTENSION: If all affected occupants mutually agree, any interval above may be extended one week, one time before going to the next step fine if the complaint concerns a matter in the backyard of a unit. There are no extensions for rule violations in the front of units. The occupant requesting the special rule extension is responsible for providing the Board with a written, dated signoff from all affected occupants.

2.3 COMMUNICATION: Occupant-to-occupant and Board-to-occupant warnings or complaints must be documented, dated and constructively presented to the offending party. The Board must receive a copy of any occupant-to-occupant warnings.

2.4 EXCEPTION TO NOTICE: Violations posing a threat to the health, safety, or welfare of the community or one or more of its residents may require immediate action and thus create an exception to the foregoing warning provisions and time-frames for corrective measures. Examples include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet.

2.5 APPEAL: The Association recognizes the right of each Owner's right to explain the reasons why there is a violation of the CC&R's or other Association Documents (such as these Rules and Regulations), particularly if the violation may result in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing from the Board of Directors. The Owner must provide written request for a hearing (either by mail or email). If the hearing is scheduled, the Owner is bound by the decision of the majority of the Board.