

“B” COURT HUNTER LAKE TOWNHOUSE ASSOCIATION

Rules and Regulations

PREAMBLE

1. This publication is compiled to acquaint owners and tenants with the benefits, responsibilities, and rules and regulations of “B” Court Hunter Lake Townhouse Association. It was approved by your board of directors on April 28, 2021.
2. The “B” Court Hunter Lake Townhouse Association By-laws vests in your board of directors the authority and responsibility to establish and enforce the Rules and Regulations governing the Association. Your board of directors may, from time to time, appoint committees to assist in these functions.
3. The Rules and Regulations stated herein are issued by your board of directors. They are supplemental to the Declaration of Covenants, Conditions, and Restrictions. Should any conflict exist, the Declaration of Covenants, Conditions, and Restrictions shall prevail.
4. Your board of directors needs and expects your willing cooperation with the Rules and Regulations to ensure that “B” Court Hunter Lake Townhouses is a most pleasant place to live and to keep your investment secure.
5. A fine may be levied after notification of a violation.

GLOSSARY OF TERMS USED HEREIN

1. OWNER - those whose names appear on the deed to residential property within “B” Court Hunter Lake Townhouse Association. The term explicitly excludes any dependents of the owner.
2. DEPENDENTS
 - A. ADULT - owner’s children or immediate family members in permanent residence, aged eighteen (18) or over.
 - B. MINOR - owner’s children or immediate family members in permanent residence, under eighteen (18) years of age.
3. GUEST – visitor who is not an owner, full-time resident, tenant, or dependent.
4. COMMON AREAS - all “B” Court Hunter Lake Townhouse Association property except residences and their patios and garages. Common area includes the swimming pool and surrounding deck and fencing.

GENERAL

1. Residents and their dependents are entitled to usage of the pool and pool area, subject to Association Rules and Regulations and applicable laws and ordinances.

2. Owners are responsible for their dependents', guests', and tenants' observance of the Rules and Regulations and are responsible for any damage/repair costs of common areas caused by their dependents, guests, and tenants.
3. Conduct of owners, tenants, and guests in common areas, with respect to both their language and person, shall be inoffensive, courteous, and acceptable to other residents.
\$50.00 fine
4. Sound levels within a residence or in common areas, including that of pets, shall not be annoying or offensive to other residents.
\$75.00 fine
5. Loud or boisterous games and conduct will not be permitted in common areas.
\$75.00 fine
6. Audio devices used in common areas and residences shall not be annoying or offensive to other residents.
\$75.00 fine
7. Common areas must be kept free of litter, toys, trash, bottles, cans, wood, or other stored items.
\$100.00 fine
8. Maintenance equipment and supplies are for use of maintenance personnel only and shall not be used, moved, or removed by others.
\$50.00 fine
9. The appearance of "B" Court Hunter Lake Townhouses is affected adversely and unfavorably if walkways, patios, and entryways are cluttered with unsightly paraphernalia. Therefore, drying of laundry, bedding, etc. from balconies is prohibited.
\$75.00 fine
10. All windows must have screens, and all windows and screens shall be kept in good repair.
\$75.00 fine
11. Window coverings may include shutters, drapes, curtains, blinds, and shades, and shall be kept in good repair. Inappropriate window coverings, including foil, sheets, and blankets are not allowed.
\$75.00 fine

USE OF RESIDENCES

1. Each unit shall be used as a single-family residence only.
\$100.00 fine

2. Garage sales are limited to four (4) in any twelve-month period for each unit owner. Signs must be removed at the end of each day.

\$50.00 fine

3. Nothing shall be done or kept by any owner or tenant in any unit or common properties which has the potential to increase the association's insurance or be deemed a liability, or potential liability, to the association.

\$100.00 fine

4. Bar-be-cues are not to be used or stored on upstairs balconies.

\$100.00 fine

USE OF COMMON AREAS

1. Children under the age of eight (8) years must be under adult supervision at all times in the common areas.

\$50.00 fine

2. No ball playing, skate boarding, roller skating, bicycling, Frisbee throwing allowed in common areas.

\$50.00 fine

3. Climbing on fences or trees and swinging on the gates is prohibited.

\$50.00 fine

4. Playing in the planted beds is prohibited.

\$50.00 fine

5. Owners, tenants, dependents, guests, and pets must not use any landscaped areas as a pathway. Please use sidewalks in order to avoid damage to grass and sprinklers.

\$50.00 fine

6. Gates shall remain closed and securely locked at all times.

\$75.00 fine

7. No planting or removal of landscape items in front or alongside of residence units without prior written board approval.

\$75.00 fine

ALTERATION OF RESIDENCE BUILDING

1. No repair or modification of any part of a residence building, including any alteration or attachment of structure or equipment thereto, is allowed to be performed by a homeowner without prior written approval by the Association of all plans and specifications. This includes, but is not limited to, the installation of satellite dishes and air conditioning units.

\$100.00 fine

2. Any repair, modification, alteration, or attachment of structure or equipment that was performed without the approval required in the preceding paragraph must be removed at the homeowner's expense.

\$100.00 fine

3. The Association reserves the right to perform any remedial work necessary to correct any repairs, modification, alteration, or attachment of structure or equipment addressed in the two preceding paragraphs, charging all related costs of any remedial work to the homeowner's account, if the necessary remedial work is not performed by the homeowner in a reasonable amount of time.
4. Any issues relating to the installation, presence, or maintenance of antennas and satellite dishes shall be addressed in the Association's SATELLITE DISH AND ANTENNA POLICY.

PETS

Pets of the usual everyday nature are permitted. However, some functions of pets are offensive and can and do cause property damage. It is essential that all residents observe the following rules relating to pets.

1. Pets shall not be allowed to defecate or urinate in common areas. In the event of an unavoidable accident, it will be the responsibility of the owner or tenant to remove the entire residue immediately and to be responsible for replacement or repair of any damaged plants, turf, trees, or property. Cat litter shall not be disposed of in common areas.

\$75.00 fine

2. PETS IN COMMON AREAS MUST BE ACCOMPANIED AND LEASHED. PETS ARE NOT ALLOWED IN THE POOL AREA.

\$100.00 fine

3. Pets shall in no manner interfere with free and safe movement within the common areas.

\$75.00 fine

STREETS, DRIVEWAYS, AND PARKING

1. The speed of any vehicle driven within Association property shall not exceed FIVE (5) miles per hour. Owners are especially requested to make their dependents, guests, and tenants aware of this regulation.

\$50.00 fine

2. Each residence unit has two (2) assigned parking spaces in the garage. Parking behind garages is prohibited except for loading or unloading of vehicles or washing of vehicles. Longer-term parking behind garages causes potential safety and security risks, as vehicles may be used to gain access to roofs and the residence units.

\$100.00 fine

3. Guest parking spaces consist of the four spaces adjacent to the west side gate and the five spaces adjacent to the east side gate. These spaces are for GUEST USE ONLY. In the rare event a resident requires temporary use of guest parking, a guest space may be occupied for no more than two hours. If more time is necessary for a specific circumstance, the resident is required to contact the management company, CRMG, at 775-826-8092 to obtain permission. Vehicles in violation will be towed at the owner's expense.
4. Street parking along Foster Drive is permitted except in designated LOADING or NO-PARKING zones.
5. Driveway parking is not permitted except when moving in or out and for the normal services of delivery, repair, and maintenance vehicles. This restriction includes construction and construction employee vehicles.

\$50.00 fine

6. Driveways servicing the Association may not be used as playground areas for use of skates, skateboards, scooter, wagons, or other propelled vehicles, bikes, mopeds, and motorcycles.

\$50.00 fine

7. Recreational vehicles such as motor homes, trailers, campers, boats, and heavy trucks may not enter the premises with the following exception. Owners' motor homes and campers for loading or unloading purposes will be permitted for a period not to exceed EIGHT (8) hours at any one time in a twenty-four-- (24) hour period. .

\$50.00 fine

8. Recreational vehicles such as motor homes, trailers, campers, boats, and heavy trucks may be parked in the garages but NOT in guest parking areas.

\$50.00 fine

9. Overnight occupancy of vehicles of any kind is not permitted anywhere on the premises.

\$50.00 fine

10. Motor bikes will be permitted provided they can be and are parked within the owner's parking space.

\$100.00 fine

11. Vehicles left in "NO PARKING" or "TOW-AWAY ZONE" areas will be towed at the owner's expense.

\$50.00 fine

12. Utility trailers shall be allowed to park on Association property with board approval.

\$50.00 fine

13. Owners and tenants are responsible for observance by guests and dependents of the parking regulations. Parking is permitted in designated areas only.

\$50.00 fine

14. The repairing of automobiles, trucks, boats, etc. will not be permitted on grounds, driveways, or parking areas, including the area behind the garages..

\$75.00 fine

15. Inoperable or unregistered vehicles shall not be stored on the premises. All such vehicles will be towed at owner's expense.

\$100.00 fine

16. Garbage and trash containers are to be placed behind garages on trash collection day only.

\$75.00 fine

RENTALS AND LEASES

1. A "Residential Unit" is deemed to be leased or rented if not used as a primary residence of and occupied by record owner or trustee (if the Unit is owned by a Trust) . No Unit shall be occupied exclusively by a tenant if it exceeds CC&R rental limits as defined in Section 7.2 of the CC&Rs.

No lease or rental can be for less than one month in duration. Should an owner rent or lease his or her residential unit, the name and phone number of the tenant along with a copy of the applicable lease, shall be furnished to the Association by providing this information to the Board of Directors and the Management Company. Any and all leases shall be for residential rather than commercial purposes. No tenant shall sublet any room or portion of the residential unit or engage in Airbnb or other such periodic rentals. All tenants are required to obtain an applicable policy of insurance, as there is no "coinsurance" in effect; as the HOA's insurance shall be deemed not to cover the personal effects and belonging of any lease.

\$100.00 fine

2. A tenant shall be entitled to enjoy all common area privileges as an owner subject to the provisions of these Rules and Regulations. The owner may not retain any such privileges for himself/herself during the period of the rental or lease agreement.

\$50.00 fine

3. The owner is responsible for his/her tenants' compliance with the By-laws and Rules and Regulations. Owner is also responsible for providing a copy of the above-mentioned documents to his tenants.

4. One (1) "For Sale" or "For Lease" sign per residence unit may be placed either in a window or on the common area in a place approved by the Board. Such signs may not exceed 18" by 24" in size, and may not contain the name of the real estate broker or company.

\$50.00 fine

RECREATION AREA AND POOL

1. Pool is for the use of the Residents. Limit of 2 guests per residence and must be accompanied by Resident. Additional guests may be approved to a residence by the board, maximum of one time per year. Approval must be 5 days prior to the event, for a maximum of 20 guests including residents, and a maximum of 2 hours. It is the responsibility of Resident for any clean up or repair cost associated with the guests and that the guests comply with all rules and depart promptly.

\$75.00 fine

2. Wearing of cut-offs in the pool is prohibited.

\$50.00 fine

3. No eating in the pool area except at the tables.

\$50.00 fine

4. ABSOLUTELY NO DIVING INTO THE POOL, EITHER FROM THE EDGE OR FROM ANY ITEM OR STRUCTURE IN OR AROUND THE POOL AREA!

\$100.00 fine

5. No rough or boisterous play in the pool area. Games, diving equipment, or conduct which in any manner inhibits others from full use and enjoyment of the pool area is prohibited. Loud noise or music is prohibited.

\$50.00 fine

6. No alcoholic beverages or illegal substances are allowed in the pool area.

\$50.00 fine

7. No pets or animals allowed in pool area.

\$100.00 fine

8. No littering of pool area with refuse or other foreign material. No Smoking or electronic equivalent allowed in the Pool enclosure.

\$50.00 fine

9. No glass objects are permitted in the pool area. Plastic may be used. If any objects are broken, all pieces must be immediately removed.

\$50.00 fine

10. No Styrofoam objects are allowed in the pool. No coins are to be thrown into the pool. Lifeguard ring is for emergency use only. It is not a toy.

\$50.00 fine

11. Persons suffering from colds, fevers, open sores, inflamed eyes, skin diseases, or with bandages shall not be allowed in the pool area.
\$75.00 fine
12. No person that is incontinent or wearing diapers are allowed in the pool enclosure.
\$75.00 fine
13. Association-owned furniture and fixtures in the pool area shall remain in the pool area and returned to original location after use. .
\$50.00 fine
14. Entry into the pool area shall be through established entry gates during posted pool hours. Climbing over the fence to gain entry is prohibited. Gates must be securely closed at all times.
\$100.00 fine
15. Children under the age of fourteen (14) shall not use the pool without the supervision of a responsible adult over the age of eighteen (18) years. Quiet hours only between 5 PM and 7 PM except Sunday.
\$75.00 fine

FAILURE TO COMPLY WITH ABOVE REGULATIONS WILL RESULT IN EXCLUSION FROM POOL AREA, AND APPROPRIATE VIOLATION FINE(S) MAY BE IMPOSED.

ASSESSMENT COLLECTION POLICY

Any outstanding assessment due the Association shall be deemed delinquent after the 15th day of the month in which it is due. A late payment fee of \$25 shall be charged to the owner's account. Any delinquent accounts will be charged interest at the rate of 1.5% per month.

If any delinquent balance is equal to or greater than two months' assessments, an Intent To Lien notice will be sent to the owner by the Association by certified mail at a cost of \$15 to be charged to the delinquent owner. The Intent To Lien notice will require the owner to bring his account current by the 15th day of the next month to avoid a lien being recorded against his property.

Upon the recording of a lien for nonpayment of assessments, the process of foreclosure shall proceed as per applicable state law.

SUGGESTIONS AND COMPLAINTS

All suggestions, complaints, and requests for deviation from the Rules and Regulations must be signed and submitted in writing to the board of directors in care of the management company for the association. These will then be taken under consideration by your board of directors and responded thereto.

These Rules and Regulations have been compiled with the idea of operating the common areas economically, efficiently, and in the best interest of everyone,

and have been adopted by the “B” Court Hunter Lake Townhouse Association board of directors on April 28, 2021.