

# **NORTHPOINTE VILLAGE CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

*It is the belief of Northpointe Village Condominium Association that each member should be allowed to live as happy and free as possible. However, as we live so close together as a community, some rules are required so that we can happily and peaceably live together. The following rules are presented toward these ends.*

### **ACTIVITIES**

No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the common elements, limited or general; nor shall anything be done which may be or become an annoyance or nuisance to the Co-owner of the condominium.

### **NOISE/PARTIES**

Because of the close proximity in which Co-owners/Tenants reside, the rules of decorum and consideration to your neighbors should apply. To guarantee everyone's piece and quiet, the playing of music, singing, use of tools, or other noise which noise level may disturb others must be discontinued between 11:00 p.m. and 8:00 a.m. Overly loud playing of radios, televisions, or other musical instruments is discouraged at any hour. Please be considerate of your neighbors.

### **COMMERCIAL ACTIVITIES**

Units are for residential purposes only. No commercial activities are allowed on the premises.

### **FOR SALE SIGNS**

One "For Sale" for your unit is permitted to be displayed in your window; absolutely no other signs shall be permitted to be displayed or be visible at any given time. This includes "For Rent" or "For Lease" signs.

### **EMERGENCY REPAIRS**

In case of any emergency requiring the services of plumbing, heating, electrical, or other contractors, each Co-owner shall contact the Management Company for work authorization. Any questions as to whether the repairs are the associations or the Co-owners responsibility will be determined after the situation has been corrected or repaired.

### **SATELLITE DISH POLICY**

While the installation of Satellite Dishes is permitted, the following guidelines must be followed to help insure safety to the community. As is any outside modification you must file a modification form with AMI so that it can be sent to the Board for final approval.

**Mounting on Balconies:** Dishes mounted on balconies must be secured and fasten to either the wood deck or the railing. The deck with the wires tucked and secured along the edge of your balcony to help prevent trip hazards and not be visible from the ground. It is not acceptable and considered in violation if dish or dish supporting structure in held in place with weighted objects such as a brick, concrete, water-filled containers or any other temporary form of anchorage.

**Mounting on the Lower Level:** Dishes mounted on the lower units must be permanently mounted on a post secured in the ground that is a 3' – 5' tall to a maximum height not to exceed 5'. The dish must be contained within 3' of the building completely inside the mulched bed area to prevent interference with the lawn maintenance. The wire must run neatly along the ground and be secured in a way so that they do not create a trip hazard. It is not acceptable and considered in violation if dish or dish supporting structure in held in place with weighted objects such as a brick, concrete, water-filled containers or any other temporary form of anchorage.

If you elect to install a Satellite Dish you will be responsible for all care and maintenance of the dish along with any other issues that may arise.

#### **PETS – (Effective January 1, 2010)**

**Article VI, Section 5, Page 15 of the Condominium Documents permits each household to have one (1) dog or one (1) cat which shall not exceed forty (40) pounds in weight, unless specifically approved in writing by the association.**

1. All pets must be registered with Northpointe Village annually. For those pets who go outside, there will be an annual registration fee of \$25.00 per unit.
2. Proof of vaccinations and a copy of the pet license must be provided on a yearly basis.
3. A recent picture of the pet must be on file with the association.
  - All co-owners who have pets are required to update the above three (3) items.
  - The registration period is from January 1<sup>st</sup> through January 31<sup>st</sup>.
4. No aggressive breeds will be allowed in the community.
5. No exotic animals will be allowed in the community.
6. Whenever the pet is outside the unit it must be on a leash and accompanied by an adult. The animal may never be left tied up outside the unit.
7. When taking the animal for a walk the animal must be on a leash and you must have a scoop and bag with you to pick up any feces the animal may leave behind. The pet must be walked by a responsible adult.

8. Feces must immediately be picked up in your immediate area or anywhere it is dropped.
9. Any damage to your unit or limited common area by your pet will be your responsibility to have repaired or you will be charged for all repairs by the association.
10. Co-owners are responsible for any actions of a pet brought to their home by a visitor.
11. Those individuals who have visitors with pets must abide by the same rules as set forth above.
12. Any pets other than cats and dogs will be allowed only with prior written Board approval.
13. Everyone with pets must obey the rules or be subject to a fine.

A. **WE WILL ENFORCE THE RULES VERY SERIOUSLY.**

The fines will be as follows:

<b><u>First Offense</u></b>	<b><u>Warning</u></b>
<b><u>Second Offense</u></b>	<b><u>\$50.00</u></b>
<b><u>Third Offense</u></b>	<b><u>\$75.00</u></b>
<b><u>Fourth Offense</u></b>	<b><u>\$125.00</u></b>
<b><u>&amp; Subsequent</u></b>	

All co-owners must respect their neighbor's "peaceable" possession and property. When it comes to your animals:

- A. Don't let your animal roam on your neighbor's property.
- B. Don't let your animal bark, howl, or be disturbing in any way to your neighbors at anytime.

A sticker will be provided to all co-owners housing a pet. The sticker shall be placed on the front door to notify maintenance, the board and management that there is a pet inside the unit.

NO PETS ARE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD. THE APPROVAL BY THE BOARD OF ANY PET IN THE COMMUNITY SHALL NOT CREATE OR CAUSE LIABILITY OR OBLIGATION ON THE PART OF THE COMMUNITY OR ITS MANAGEMENT AND PERSONNEL. ALL SUCH CLAIMS OR LIABILITY BEING EXPRESSLY DISCLAIMED. THE RESIDENT(S) THAT HAS OR ALLOWS THE PET AND AGREES TO SAVE, HOLD HARMLESS AND INDEMNIFY THE COMMUNITY, MANAGEMENT AND ITS PERSONNEL AGAINST ANY AND ALL CLAIMS OR LIABILITIES REGARDING ANY PETS IN THE COMMUNITY.

### **ANNUAL REGISTRATION FEE:**

A \$25.00 REGISTRATION FEE SHALL BE PAYABLE THE DAY OF REGISTRATION. MEMBERS WHO ARE FOUND TO KEEP UNREGISTERED PETS IN THE COMMUNITY SHALL BE SUBJECT TO AN ADMINISTRATION CHARGE OF \$100.00 AND SHALL BE CHARGED FOR ALL PETS THAT GO OUTSIDE IN ACCORDANCE WITH THIS PROVISION.

### **BOARD APPROVAL OF PETS:**

The Board retains the right to refuse Registration and permission to allow pets in the Community (or revoke any permission given) and require removal from the Community any breed or type of animal or pet that displays aggressive behavior or ill temperament or for which Management receives complaints regarding behavior, noise, or unsanitary conditions.

If a pet that does not meet the Community requirements is required as a service animal for disability assistance, certification and documentation from an approved medical provider and service animal trainer must be provided to Management.

Pet sitting is expressly prohibited.

### **BEHAVIOR OF PET:**

Co-owners are solely and totally responsible for the behavior of their pet. Pet owners should consider the health and happiness of their pet in the condo environment. In this context, the following should be considered:

- Pets are not allowed to run loose or untethered throughout the Community and must be kept on a secure leash when outside the unit. Thereby, no “invisible fences” are allowed.
- Pets are NEVER to be left outside of the unit unattended.
- The Board, Management or any Co-owner has the right to call Animal Control when pet owners fail to leash pets when outdoors or when inhumane conditions exist.
- Noisy or unruly pets, or those which cause legitimate complaints, will not be allowed to remain in the Community. Barking must be kept under control.
- Community grounds, such as boulevard islands, playgrounds, park areas, are not to be used for walking pets, nor should pets be allowed access to other Co-owner’s home sites without the express permission of the other Co-owner(s).
- Home site must be kept clear of pet litter.
- Co-owners are required to clean up after their pet on the home site on a daily basis and while walking pet, immediately. If Maintenance cleans up any pet litter, the Co-owner will be charged as provided.
- Damage to community grounds caused by pets must be repaired by the Co-owner, at their expense, within seven (7) days to the satisfaction of the Board. It is also the

responsibility of the Co-owner to immediately clean up after their animal when they are walking them by properly picking up and disposing of pet fecal matter. If the Co-owner(s) fails to perform maintenance may correct or repair the damage and perform any required cleanup services and charge the expense to the Co-owner's account.

- No "BEWARE OF DOG(S)" signs are allowed in the complex.
- With the exception of properly documented service pets for persons with disabilities, NO PETS ARE ALLOWED in the Community Building, playgrounds, Community perimeter or any other areas where Co-owners congregate.
- Doghouses, pens or other types of animal shelters will not be allowed to be erected or placed on the home site.
- All pets must be properly cared for and supervised. All pets not approved or requested to be removed must be removed from the Community immediately.
- Owners who lease or rent their units will be solely responsible to ensure that their tenants abide by these approved rules.

**FAILURE TO ABIDE BY THE RULES AND REGULATIONS PERTAINING TO PETS WILL RESULT IN THE LOSS OF PET PRIVILEGES.**

## **LANDSCAPING**

The planting of trees, shrubs, bushes or flowers is prohibited unless the Board of Directors is petitioned and approval granted. No Co-owner shall perform any landscaping without prior written approval from the Board of Directors.

Any planting that is done by Co-owner and in the area which the planting is done must be maintained by Co-owner, including dead growth materials, weeding and general upkeep of all plants.

In order to maintain a consistent exterior appearance at the condominium, no Co-owner can remove, change, or alter any designated landscaping materials chosen by the Board of Directors.

Pots/planters and hanging baskets are allowed on porches, decks and patios provided the containers blend with the aesthetics of the community and are no larger than sixteen (16) inches in diameter. In addition, hanging baskets and/or flowers which are on balconies are allowed provided the Co-owner takes measures to prevent the dripping, spilling, or overflow of water and/or dirt from the plants to spill down onto lower units.

Ornamental material is allowed on the common elements. Ornamental material includes, but is not limited to, shepherd hooks, windmills, trellises, birdhouses and feeder. These items must be removed by Fall/Winter. The planting of vegetables on the common elements is not allowed. The co-owner assumes all responsibility for damage to any of the common elements.

## **PARKING / REPAIRING VEHICLES**

Residents are requested to park vehicles in their garages, and driveways. Vehicles are not to be parked overnight on the street so that the fire lanes remain open.

Only two (2) vehicles are allowed per unit.

No motorcycles are allowed.

Unlicensed vehicles or vehicles with expired license plates will be considered abandoned and towed away at owner's expenses. Vehicles in an inoperable condition (i.e. flat tires, missing parts, etc.), will be considered abandoned and owner fined or vehicle towed away.

No major repairs (i.e. rebuilding engines), will be permitted to be performed on the common elements, either limited or general. Minor repairs and maintenance that do not create excessive noise, dirt, grease or other nuisance problems are permitted in your garage.

House trailers, campers, commercial or recreational vehicles, boats, boat trailers, snowmobiles, go-cars, all terrain vehicles, or any vehicles except those cars or light trucks used strictly for transportation purposes are strictly prohibited on condominium property.

Camping trailers, boat trailers and other recreational tow vehicles will be permitted for loading and unloading when making a trip. No overnight stays permitted.

Parking of motor homes, camping trailers, vans with extended bodies altered for living accommodations and trucks with high body camper units are prohibited to be parked or stored on premises except when loading or unloading. These also may not be parked overnight when traveling.

## **GARAGES**

Garage doors should be kept closed at all times.

No warming of an automobile in garage.

No wood or workshops allowed in garages.

## **FIREPLACES**

Only electric fireplace provided with the unit shall be used.

## **STORAGE / DISPLAY OF PERSONAL PROPERTY**

The common elements, limited or general, shall not be used for the storage of supplies, material, personal property, trash, or refuse of any kind. The display or use of items such as furniture, chairs, benches, barbecues, or any other item not consistent with the entire complex is prohibited in front and sides of all units and only usual patio items are permitted on decks and patios.

No personal property of any kind will be kept on the lawns.

No grills are allowed on porches and balconies. No fire pits are allowed. Grills must be used at least 10 foot away from building when being used and cooled prior to storage.

### **GARBAGE PICK-UP**

Newspapers, recyclable items and garbage should be placed in designated pickup areas no earlier than dusk of the night prior to pick up. Trash items should be fully enclosed in dark garbage bags – no clear garbage bags allowed. Please ensure any sharp objects (broken glass, etc.) are wrapped in a manner to protect the handler from injury.

### **CHEMICAL SPILLS**

Any spilling of chemical substances onto the common elements, limited and general is the responsibility of the Co-owner to clean, repair or replace, including all associated costs.

### **WINDOWS/DOORS/STORM DOORS**

Each Co-owner is responsible for the replacement/maintenance and cleaning of windows, storms, screens, door walls, and awning in his/her unit.

Fullview, Almond (FD-4) colored storms doors are the only approved storm door.

All draperies and other window treatments shall have white linings on exterior surfaces so that the entire complex will have a uniform and consistent appearance.

### **ROOFS**

Only authorized personnel, such as repairmen, are permitted on roofs.

### **WEAPONS**

Fireworks, firearms, bow/arrows, pellet guns. BB guns, sling shots, or similar dangerous weapons, projectiles or devices are not allowed to be used on or about the common elements.

### **RENTING / LEASING**

A Co-owner desiring to rent or lease a condominium unit shall disclose the fact in writing to the Association and supply a copy of the lease to the Association at least 21 days before leasing the unit. Lease must be a minimum of 12 months.

Tenants and non Co-owner occupants shall comply with all the conditions of the condominium documents. The Co-owner shall be totally responsible for any and all actions of its leases.

### **SALE OF UNIT**

A Co-owner selling his unit shall disclose the fact in writing to the Association prior to the closing date of such sale and furnish name and address of intended purchaser at least 21 days prior to sale.

### **ASSESSMENT OF FINES**

The violation by any Co-owner, occupant, or guest of any of the provisions of the condominium documents, including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner shall be deemed responsible for such violations whether they occur as a result of his/her personal actions or actions of his/her family, guest, tenants or any other person admitted through such Co-owner to the Condominium premises.

Upon violation of any of the provisions of the condominium documents, the following fines, in accordance with the bylaws, shall be levied:

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|----------------------------------|--|
| First violation:                 | Notification by mail. No fine shall be levied. Correctable within ten (10) days. |
| Second reoccurring violation:    | Fifty dollar (\$50.00) fine correctable within five (5) days.                    |
| Third reoccurring violation:     | Seventy-five dollar (\$75.00) fine correctable within five (5) days.             |
| Fourth and subsequent violation: | One hundred twenty-five dollar (\$125.00) fine.                                  |

The fine level shall be assessed against the Co-owner and shall be due and payable together with the regular condominium assessment.

### **COLLECTION PROCEDURES**

**NOTICE OF PAST DUE BALANCE** – Within approximately five (5) days of the late date (15<sup>th</sup>) established by the Board of Directors for Collection of monthly assessments, co-owners whose payments have not been received (postmarked as of the due date) are assessed a late charge of \$25.00 and a Notice of Past Due Balance is generated by the management office and mailed to the co-owner. Co-owners owing a total of two (2) months assessments or more will not received a Notice of Past Due Balance. You will receive a collection letter from the Association's Attorney.

**ATTORNEY'S LIST** – At the time that the Notice of Past Due Balances are prepared, co-owners whose accounts are **TWO (2)** months or more in arrears (who owe two (2) times the amount of the regular monthly assessments or more) are tagged for inclusion in a report called the Attorney's List. Legal costs become the responsibility of the delinquent co-owner. The Attorney's List is forwarded to the Association's attorney for further collection activity, which will include:

**NOTICE OF INTENT TO LIEN** – A letter from the attorney informing the delinquent co-owner that if the balances owing are not brought current, a lien can and will be filed



against the unit owner within ten (10) days. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**WITHIN 30 DAYS OF THE LIEN BEING FILED** – If the co-owner ignores the notice of intent to lien letter, a lien is placed on the unit. You will receive a letter from the Attorney. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**AFTER THE LIEN IS RECORDED** – Based on co-owner response, or lack thereof, the Management Company will request to the Association's Attorney to begin an acceleration process of the delinquent co-owner's association fees through the end of the fiscal year. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**AFTER ACCELERATION** – If the delinquent co-owner has not responded to the acceleration notice, the Management Company will request to the Association's Attorney to start an action for Foreclosure. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**AFTER JUDGMENT OF FORECLOSURE** – A date for sale of the unit can be set by the court and then begins a series of dates for Sheriff Sale, Equity of Redemption and Perfection of Title from the Sheriff's Deed. Usually this action can take from six (6) months or more than a year to complete. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**AN ALTERNATIVE TO FORECLOSURE** – Would be a suit filed for a "Money Judgment" (a District Court Action), which can, in certain circumstances, be processed more quickly. However, there are also some limiting factors in connection with Money Judgment Actions and the management company and/or Association's Attorney could advise the Board on an "individual situation" basis as to whether or not we should pursue a Money Judgment vs. Foreclosure of a Lien.

Co-owners who are "seriously" in arrears in payment of their monthly assessments, and who have been referred to the Association's attorney for collection by way of foreclosure action more than once in ANY 12 MONTH PERIOD, will be required to pay all arrears, late charges, costs of collection, attorney fees, etc., and an "accelerated amount of assessments" (12 months) through and beyond the end of the then current year in order to stop the foreclosure process.

Example: If a co-owner has been referred to the attorney for collection for the second time during the year, (assume in June) the amount the co-owner is required to pay in order to stop the foreclosure is the actual amount owed, plus late charges, collection costs, attorney fees, et., *PLUS a "pre-payment of assessments for the next 12 months (through May of the next year, in this example).*

**NO CO-OWNER, AND/OR MEMBERS OF THEIR FAMILY, OR GUESTS WILL BE PERMITTED TO USE THE NORTHPOINTE COMMUNITY POOL AS LONG AS THEY ARE ON THE DELINQUENCY LIST.**

**IF A DELINQUENT BALANCE IS BROUGHT CURRENT, FULL PRIVILEGES WILL BE RESTORED TO THE CO-OWNER(S) INVOLVED.**

**NOTE:** It is possible for someone to have assessments owing less than two months be included on the Attorney's List because additional late charges or other miscellaneous charges bring the total balance equal to more than 2 month assessments.

To avoid any of these actions it is very important to contact the management company as soon as possible if there are any problems in making dues payments.

The appeal process will be that as it is outlined in the bylaws as part of the Master Deed.

**NORTHPOINTE VILLAGE CONDOMINIUM ASSOCIATION**

***All other conditions, regulations, stipulations and situations not mentioned herein will fall under the authority of the By-Laws of Northpointe Village Condominium Association.***

I have read the above rules and regulations and agree to abide by them. I understand that these are outlined for the mutual benefit of all the residents in Northpointe Village.

**Homeowners Signature**

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**Name** **Date** **Building/Unit #**

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**Address**