

Echo Lane Villas, Inc.
Homeowner Rules and Regulations

Last Revised March 2018
New:Effective April 15, 2018

In accordance with the By Laws of Echo Lane Villas, Inc. #5 A “Board of Directors,” the following Rules and Regulations have been established to assist the Board of Directors in maintaining the Echo Lane Villas property.

Because most units at Echo Lane Villas are rentals, it is important for you, the Owner to make sure that your tenants follow the Rules and Regulations that are established for the operation of the Association. Tenants belong to you, as the Owner of these rentals, and are not managed by the Association’s Property Supervisor. The Property Supervisor’s job is to supervise the Association’s interest as a whole and not the individual Owner’s Tenant. ANY violation of the Rules and Regulations by your Tenant will cause a fine to be given to you. It is your responsibility to make sure that your Tenants know the Rules and Regulations. It is your responsibility to check on these tenants to make sure they are in compliance.

1. CARPORTS: Carports will only be used for operating cars, operating pickup trucks, motorcycles and trash receptacles exclusively. Camper Shells on Trucks are considered RV and not permitted on the property. The occasional storage of other items will be permitted for a few days only, after which such items must be removed or you will receive a fine. Ice chests and camping gear are not to be left on the patio or carport areas. All trash items must fit in the trash receptacle or be hauled away by the Owner/Tenant. Litter/trash in an area near a residence is the responsibility of the Owner/Tenant of that unit to pick up or clean up. If the unit is rented, it is the Owner’s responsibility to make sure the Tenant picks up and cleans up the area. It is not the Landscapers responsibility to clean up trash after Owners/Tenants. ***This is your notice*** to keep check on your property.

2. VEHICLES: Cars, pickups and motorcycles will be kept in carports or driveways. Absolutely NO parking on the rocks by the driveway. Vehicles are not to be parked so as to extend onto the sidewalk. The Hillrise Extension parking lot is provided for those units who do not have driveways. Only occupants of the Hillrise Extension are entitled to the use of the extension parking area. There is one space per extension unit. There will be no parking of a vehicle in front of the extension units at any time because this area is for driving and not a parking area. Any vehicle parked in this area is subject to towing without any further warning with the expense to be born by the violator/Vehicle Owner. It is a NO PARKING ZONE even for just a short period of time...NO PARKING means NO PARKING. It is the Occupant’s responsibility to make sure their guest are properly parked on the property. Any extra parking is to be done on the street, not in someone else’s parking space. At no time are Campers (or truck campers) or RV vehicles to be parked anywhere on the property. ***This is your notice*** to keep check on your property.

3. CHILDREN: Children in the common area MUST BE supervised at all times by their parents or guardians. NO CHILD should be in the common area without adult supervision. This means the adult must be outside with the child (or children) at all times. If a child is injured, regardless of the severity due to a violation of Rule #3, the Parents, Guardians and Owners agree to hold Echo Lane Villas, Inc. Association and its Property Supervisor harmless. Incidents such as throwing rocks, damaging the sprinkler system or landscape trees and shrubs will not be tolerated. NO ONE is permitted to climb on the gas meters, rock walls or fences, the roofs of any unit or service building or to remove the rocks from around the trees on the property. If children reside in the unit, toys must be picked up at the end of the day and removed from the courtyards, common areas and carports/patios. If a child residing in the unit marks on the driveway or sidewalk with chalk, it must be removed at the end of the day. ***This is your notice*** to keep check on your property.

Climbing on any of the landscaping or structural elements of this property represents a physical risk to the climber and a significant financial risk (liability) to the unit owners who form the Association. The Owners of the units whose residents are observed in trees or on roofs will be fined immediately by the Board in increasing amounts until the practice stops.

4. NOISE: Radios, stereos, parties, cars and other noise-making activities are to be conducted with moderation and consideration of others. After 10:00 pm (or at the discretion of the offended party), persistent noise will be reported to the police. Any reports to the police are to be done by the offended party, the Board does not get involved with this activity. Reports may later be provided to the Board for determination of any violations. ***This is your notice*** to keep check on your property.

5. USES OF THE COMMON AREA: The Board of Directors forbids semi-permanent installation of recreational or utility equipment in the common area, such as swing sets, small swimming pools, basketball goals, barbecue grills or rented Blow-up structures(bouncy houses/pools) for parties. These represent a significant financial risk (liability) to the unit owners who form the Association. Anyone who violates this restriction will immediately be fined (\$100.00) and the item must be removed at once. Owners, it is your responsibility to make sure that your tenants do not violate this restriction. NO VEHICLES OF ANY KIND ARE PERMITTED ON THE COMMON AREA GROUNDS EVEN FOR JUST A SHORT PERIOD OF TIME. Owners are responsible for their tenant's actions or their non-actions and will be immediately fined. This is your warning...make sure your tenants understand the use of the common area. Tenants/Owners MUST notify the Property Supervisor of any contemplated use in this area to prevent conflicting events (this is usually for a party or a gathering of people for an event) and must do so prior to the event occurring and receive written permission from the Property Supervisor. FAILURE to secure permission will result in an automatic fine because Owners have already been warned and no further warnings will be issued. To violate this rule places the owner in a "trespass" situation. Owners, you have a vested interest in a percentage of the common area, NOT the entire area.***This is your notice*** to keep check on your property.

6. RECOVERY OF FEES AND ASSESSMENTS: (This rule/regulation will be enforced under the provision of Article 14, Paragraph A, of the Declaration of Condominium, under the heading of "Remedies for Breach of Covenants, Restrictions and Regulations"). Each unit owner is obligated to pay the monthly assessment against their unit(s) on or before the first day of each month for which the assessment is made. A payment is considered paid when it is received by the Association. Any payment mailed will be deemed received on the date posted by the post office. Any payment postmarked after the first day of the month will be considered late and will receive the past due fee. There will be NO EXCEPTIONS to this rule. Please do not ask the Property Supervisor to make an exception for you, as the Property Supervisor does not have the authority to remove any late fees.

Any unit owner who fails to pay the assessment by the first (1st) day of the month for which the assessment is made will be charged an additional **\$15.00 in late fees**. Any monthly assessment which remains unpaid more than thirty (30) days after the date which the monthly assessment was due will be subject to Finance charges of **2% per month** on the unpaid principal balance due, retroactive to the date which the assessment first became due. This interest charge is in addition to any late fee or other charges made.

In the event any unit owner fails to pay any amount due, the Board of Directors may take action to collect the debts owed the Association. The timing and nature of any such collection action will be left to the discretion of the Board of Directors on a case-by case basis, but no lawsuit will be filed or lien attached to the property to collect any assessment within thirty (30) days of the due date of the assessment. If, after written notice and a reasonable opportunity to cure, any unit owner fails to make any payment due, the unit owner will be liable to the Association for any reasonable charges, expenses or other obligations incurred by the Association in collecting the amounts due, including attorney fees. The Property Supervisor has been instructed by the Board to turn over to our Attorney any outstanding moneys due that is PAST DUE. This includes dues, fines, assessments, etc. that has been billed to the Owner and is Past Due 90 Days.

Any payments received by the Association, no matter how they are designated, will first be applied against any accrued interest, late fees or any other charges, and any amount remaining thereafter will be applied against the principal balance due and then to any current assessments.

7. FRONT PATIOS: Only appropriate patio furniture, grills or plants may be kept in the unit's front patio area. Boxes or equipment of any kind cannot be stored in this area, except when people are moving in or out, and then the patio must be cleared within THREE (3) days. Ice chests, exercise equipment cannot be left on the front or back patio. Violation of this is subject to the Owner being fined if not corrected within the allowed period of time. ***This is your notice*** to keep check on your property to keep it clean. Because of the tenant law, you are required to give you tenant's a written notice of any violation. To allow this time, if there is clutter remaining on a carport/patio area after 3 days, you will be given a warning with the fine to follow if the area is not cleaned up within 12 days.

8. SIGNS: Except for the placement of "For Rent" or "For Sale" signs by the Owners and/or Realtors, no political advertising or business signs can be posted in the common areas in front of or in back of the units, in windows, on roofs, doors or gates of the units. ***This is your notice*** to keep check on your property.

9. DOGS, CATS AND OTHER PETS: OWNERS ARE NOT PERMITTED TO LEASE OR RENT TO PERSONS WITH PETS SUCH AS DOGS OR CATS AT ANY TIME. OWNERS will be subject to an immediate fine of \$500.00 if they rent to anyone with a pet. This also includes any guest of an Owner or Tenant that might bring their pets with them. No Pets are Allowed. OWNERS this is your notice and no further notice will be given. The only exception is a Tenants' animal covered by the Americans with Disabilities Act. The Property Supervisor must be provided with the proper documentation that the animal is a "service animal" and not a "pet" at the time the property is rented. Providing this documentation at a later date will not prevent you from being fined. This information must be provided to the Property Supervisor no later than when the tenant moves into the property. Owners are responsible to see that all droppings of waste for any permitted animals are picked up and properly disposed of for their pets.

If an OWNER has a Dog or cat, it will be kept in the owners' home except for purposes of exercise and elimination, at which time the Owner must be present with the animal. When in the common area, they will be kept on a leash at all time and their droppings will be picked up immediately and disposed of by the Owners. Dogs and cats will not be kept on chains or other tethers in the common area at any time. ***This is your notice*** to keep check on your property.

10. ANTENNAS: Antennas/satellite dishes of any kind or other objects may not be placed on the roofline or the fire wall or any part of the building without written approval of the Board of Directors. Failure to obtain prior approval will subject the owner of the unit to any expenses incurred in the repair of the roof and removal of the object. Satellite Dishes may be installed ONLY in the owners front patio area on a tripod. NO Satellite dish may be installed in the common area. This could create a liability for the entire association. ANY violation of this will immediately subject the OWNER to an automatic fine of \$250.00 plus the expense of it removal and repair to the roof. NO HOLES of any kind from nails, screws or any other object is penetrate the new metal roof or any portion of the building. Make sure you tenant is aware of this at the time they rent the property. Not knowing is an excuse. This rule should be part of your lease. **This is your notice** to keep check on your property.

11. WATER USAGE: While washing cars is still permitted, the hose must have a nozzle on it. Watering of plants must be done with a sprinkler or soaker hose. Failure to comply will result in a fine. Property Supervisor will call Owner at the phone number on file to notify them of any unrepaired water leaks, such as leaking cooler units. If no answer, a message will be left (if possible). If no response from the Owner within (4) four hours, the Property Supervisor will have the water leak repaired and the Owner will be sent a bill for the repair and the fine. You are also responsible for any water damage that your leaking evaporative cooler does to the roof.

Damage to the exterior or roofs of any units caused by water leaks of any kind will be repaired and the cost will be billed to the Owner of the damaged unit. Damage caused by a Tenant is the responsibility of the Owner. Owners, check on your property! **This is your notice** to keep check on your property.

12. TRASH RECEPTACLES: Trash receptacles must be returned to the carport NO LATER THAN 8 AM ON the day following trash pickup. After 8:00 AM you will be subject to a fine. All receptacles should be kept on the carport. If you have a garage, then the receptacle should be kept on your patio...not in the common area.

13. AUTOMOBILE MAINTENANCE AND WASHING: No extensive repairing and/or extensive maintenance of any vehicle is allowed on Echo Lane Villas property or in front of the units. ABSOLUTELY no oil changes are permitted at any time. NO inoperable vehicle are permitted on the property at any time. A water saving nozzle must be used at all times when washing cars. An open hose is not permitted at any time for any reason. **This is your notice** to keep check on your property.

14. OWNERS: If you have a Property Manager they should be familiar with the Rules and Regulations of the Association. **A copy of the Tenant's Rules and Regulations should also be a part of any lease that you have with a Tenant.**

Any fines not defined above is \$50.00. All Owners are expected to know and abide by all Rules and Regulations and to make their tenants aware of these. As an Owner, if you are renting your unit you are responsible to follow the laws regarding property management. If your tenant violates any of these Rules, you will be subject to any fines. Your option is to pass it on to your tenant if you have made them part of your lease. **This is your notice** Please keep check on your property.

For all violations except for #9 and #10, you will be notified and given 12 days for the violation to be corrected. If not corrected within that time period, you will be charged the fine without further notice.

For #9 and #10 These fines are immediate. You have the responsibility to make sure that your tenant does not have a pet. You cannot rent to anyone that has a pet. Make sure any animal is not covered under ADA or HUD. It is ALSO your responsibility to make sure that your tenant does not have a satellite dish installed on the building or in the common area. They are only allowed in your exclusive area which is the front patio. Both of these items should be part of your lease. This is your warning and no further warning will be issued only the fine(s).

Owners, please keep in mind that your property is only the areas designated as for your "exclusive" use. This means your carport and front patio area. It does not include the area in front of your patio, on the sides of your condo or any other part of the common area. Please do not allow satellite dishes to extend into this common area. This area does not belong to you and most of all, it opens up liability to the association should someone fall over one of these and be injured.

