



ASSOCIATION RULES AND REGULATIONS

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INTRODUCTION

The social success of a townhouse community depends, in large part, on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. Typically, the declaration subjects all home owners to general covenants, while the bylaws and house rules and regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic. Your Board of Directors has adopted the following "ASSOCIATION RULES AND REGULATIONS" hereinafter referred to as "rules and regulations" to enhance the enjoyment and tranquility for all persons living in the community.

These Rules and Regulations do not supersede or change the Bylaws in any manner. They do have the same status of law and enforceability.

Wherever the word "owner" appears, if used in this document, it will include any and all tenants and/or occupants. All rules and regulations herein will apply to all tenants and/or occupants.

Owners shall be responsible for tenants' / occupants' / guests' actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing occupants with a current copy of the Association Rules and Regulations.

The monthly association dues assessments by the Homeowners Association on common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, each owner's assessment will have to be increased accordingly.

Make inquiries or report violations to any current board member. See Board Member contact information attached.

All of the rules and regulations herein may be changed or added to at any time by the Board of Directors with due notice and in compliance with the bylaws. Any consents granted hereunder may be revoked for due cause.

Receipt of this document shall constitute formal notice.

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitees, licensee, tenants or lessees of such Owners.

Fine amounts and escalations are listed in each section of this document. All enforcement actions will start with a written warning prior to assessing a fine and/or towing. The board reserves the right to tow a vehicle in emergency situations without a prior written warning – refer to the PARKING section.

Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

- Homeowners are responsible for damage caused to the common area.
- All legal fees or costs incurred by the Association to enforce violations, collect fines, collect dues and/or past due amounts will be the responsibility of the home Owner.
- It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also responsible for any and all damage caused by their tenants.

- Anyone wishing to report an alleged violation of the Rules and Regulations or Bylaws may do so by contacting any current board member. Violations should be reported in writing via e-mail or USPS. The identity of the person reporting the violation will not be disclosed to the Owner involved.
- Failure to pay the fines in the time as set forth on the fine notice may result in the filing of appropriate legal action. Maximum interest permitted by law shall be charged on the unpaid balance including all expenses incurred in collecting unpaid balances. In addition, voting rights may be suspended. Refer to **LIEN AND FORECLOSURE PROCESS RESOLUTION** for additional detail.

No Board Member may make a unilateral decision regarding any matter which has not been decided by a quorum of the Board Members.

AREA DEFINITIONS

Common Area

- Common areas are those outside your property lines & fence, including the recreation area, walkways, lawns, landscaping, turnarounds, driveways.

Owner Area

- Owner or home areas are all structures, exterior and interior surfaces of perimeter walls, ceilings, floors, roofs, windows, doors of each home, and backyard.

PROTECTION OF COMMON AREA

1. Any common sidewalks, driveways, turnarounds, or passageways shall not be obstructed or used by any owner for any purpose other than entrance to and exit from the homes.
2. Any damage to buildings, recreational area or equipment, or any other common area property caused by an owner, his family or guests, or employee contractors shall be at the expense of the applicable owner.
3. Baseball, football, and other ball games shall be restricted to open lawn areas and are not allowed in driveways. No type of ball playing against walls (including driveway walls) is allowed. Damage caused by said activities shall be the responsibility of home owner. Bike and skateboard riding is prohibited on sidewalks, walkways, and driveways.
4. Tree climbing is prohibited. The responsible homeowner will be billed for the cost to replace any tree broken, damaged or killed by climbers.
5. Children under eight (8) years of age must not be left unattended in any common area.
6. After dark, no unsupervised children under the age of 16 are allowed in the common areas. Any damage to the general common areas or common personal property caused by a home owner or a child or children of a home owner or their guests or the guests of a home owner shall be repaired at the expense of the home owner.
7. Loitering is strictly prohibited at all times.
8. Homeowners are responsible for any common area damage caused by them, or a member of their household, their tenants, their guests, or pets.
9. Articles of clothing, linens, towels, or bathing suits are not to be hung on patio fences, gates, landings, balconies, or from windows.
10. Climbing on walls and fences is strictly prohibited.
11. Driveways and sidewalks shall be properly maintained, and free of oil and grease
12. Balconies, Patio, and Backyard areas must be maintained to preserve and protect the attractive appearance of the complex. Plants must be trimmed to prevent growth which extends over walls into the common area and when the plants detract from the surroundings. Plants for patios should be selected with discretion to prevent problems. Homeowners will be billed for any damage to walls or walkways by branches or roots from patio plants.
13. All homeowners must promptly repair and maintain their home to the extent it affects any other home. All external installations such as doors, windows, water, power, sewage, and gas are to be maintained at owner expense and with the approval of the homeowner's association Board of Directors.

14. It is prohibited to discard any item onto the common area.
15. No owner may modify or add to the exterior of their home without prior approval of the architectural committee and Board of Directors and shall be in compliance with city code.
16. No owner is permitted to paint, repair, maintain, alter, or modify any railing or any installation of the common area.

MAINTENANCE OF PROPERTY

Homeowners are responsible for their respective lots and Buildings (improvement). Each owner of a Lot shall be responsible for maintenance of his Lot and improvements thereto including the equipment and fixtures therein, the interior and exterior walls, the ceiling and roof, the windows and doors thereof, in a first class, clean, sanitary, workable and attractive condition. Windows on the lots may be covered by shades or drapes and may not be painted or covered by foil, cardboard or other similar materials. Each owner shall also be responsible for the repair, replacement, and cleaning of the windows and glass of his Loft both exterior and interior. Each owner shall also be responsible for cleaning and maintaining any exclusive easements to his Loft over the common area. The association is held entirely harmless for all past and future Lot and Improvement maintenance responsibilities.

No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except such as are installed in accordance with the original construction of the development, and any replacement thereof, or as are authorized and approved by the Association Board of Directors.

You may landscape your patio area to your own preference as long as trees, plants, shrubs, and ground cover (both living and solid structural material) do not cause damage to buildings, fences, etc., do not affect the natural slope for drainage, and do not obviously disrupt the character of the complex. (Request a consultation with complex's landscaping service for suggestions on replacement plants which do not grow too large for designated area or cause root damage to fences, walls, pipelines, sewage system, pavement or foundations.)

Backyards need to be kept neat as they can be seen by your neighbors and to prevent against snake and other vermin infestations. Grass should be cut regularly, flower beds and other landscaping should be weeded and trimmed regularly.

Balconies shall be kept neat in appearance and shall not be used for storage such as ice chests, trash, boxes, buckets, etc.

Should the board deem your property is improperly maintained you will be notified with a list of issues to remedy within 10 days. Beyond ten (10) days a fine of \$25 per day shall be assessed until the items listed in the notice are remedied.

OWNER CONTACT INFORMATION

All owners must provide current contact information including mailing address, physical address of current residence, phone number, and e-mail address for the purposes of official communication from the board.

Should any of the above information change owners are responsible for notifying the board by completing a new registration form on the HOA website: www.wdlhoa.com within 10 days of the change.

Owners must complete a new registration form on the website (www.wdlhoa.com) annually in the month of October due no later than October 31st to ensure that the board has current information to send proper notice of the annual meeting along with ballot and proxy forms.



All owners, if leasing or renting their unit, must provide name, phone number, and email of all adult residents in their unit. This information must be kept current within 10 days of a change. Refer to **NON-OWNER OCCUPIED RESIDENCES** for details.

Failure to comply will result in a fine of \$25 per day until the information is provided.

PARKING & VEHICLE REGULATIONS

All homeowners/residents shall be responsible for their guests with regard to parking and other rules of the association.

All resident vehicles must be registered with the HOA within 10 calendar days of occupancy. Failure to provide make, model, color, and license plate number will result in a fine of \$25 day until the information is received. The board must be notified within 10 calendar days of any changes to the above information. Failure to notify will result in a fine of \$25 day until the information is received.

Residents are to park their cars in their garages. Two full sized cars will fit in your garage. The common area parking locations are for the use of guests and visitors any time, day or night. Residents are allowed to use the common parking area only for short term parking – less than 12 hours. Each violation will incur a fine of \$100. After 3 violations in a calendar year the fine will triple.

No trailer, camper, recreational vehicle, boat or inoperative or unregistered automobile shall be parked in complex. No toys, bikes, skateboards or other items or personal property is to be left or stored in the common area. After 3 days the offending vehicle, boat, camper, etc. will be towed at the owner's expense. Other items such as bikes, toys, skateboard, etc. will be disposed of.

There shall be allowed no overnight parking of school buses, 18-wheeler vehicles or any other type of commercial or work vehicles or trucks of any kind in the driveway of any Unit or guest parking area. None-operable broken vehicles may not be parked in guest parking areas. Exceptions are granted for repair & maintenance companies, moving trucks, and delivery trucks only for as long as needed to complete the repair, maintenance, delivery or packing/unpacking. They are still subject to the rules below.

Parking in front of, on the side of, or otherwise blocking access to the trash dumpster is prohibited. In addition to being towed without warning at the vehicle owner's expense, any cost incurred to have the dumpster emptied in the event the offending vehicle prevented emptying of the dumpster will be assessed to the vehicle owner. *Note: No Parking signs are posted on the dumpster.*

The front of each unit is a Fire Lane. Parking in front of garages is prohibited unless the vehicle is attended by a licensed operator while: a) Loading or unloading, b) Washing and/or waxing. If left unattended for more the twenty (20) minutes it is subject to immediate tow at the vehicle owner's expense without warning. Overnight parking is strictly prohibited and is subject to immediate tow without warning. Blocking another unit's garage or front entrance is strictly prohibited and that vehicle is subject to immediate tow without warning at the vehicle owner's expense. Keep in mind that parking in front of your garage prevents cars from backing out of the garage across from you.

Parking in the turnarounds is prohibited. First offense is a written warning. Subsequent offenses are subject to immediate tow at the vehicle owner's expense.

The speed limit is whatever is safe, but not to exceed fifteen (15) miles per hour.

There shall be no vehicle repairs allowed in any common area except for emergency repair (flat tire, charge battery, add fluid).

TRASH

Proper disposal of trash is essential to the health of our occupants. Trash and litter in the common area will have a negative effect on property values. Trash shall be deposited inside the provided dumpster. Boxes should be cut and flattened when disposed of. Furniture and other large household items must not be disposed of by placing at curb side or in the dumpster. The trash company will not empty the dumpster when large pieces of furniture have been placed in them. Residents must make other arrangements for disposing of these items.

- Trash is picked up regularly, except holidays, and then it is picked up the following day.
- Homeowners and tenants are encouraged to pick up papers and debris from the complex when observed and to keep the front of their respective homes clean at all times.
- Cigarettes should be disposed of properly and not thrown away in any common area, backyard, or balcony.
- If you will be away for an extended period, cancel all newspapers and deliveries or request the service of a friend or neighbor to pick them up for you to discourage vandalism or attract undesirables. Newspapers and other such items accumulating in the driveway send a clear signal to vandals that your home, for the moment, is unattended.

All trash should be taken to the dumpster and must not be left outside. Trash left on balconies, front stoops, and in backyards invites vermin and is a health risk as well as an eye sore. First offences will result in a written warning. All future offenses will result in a fine of \$25 per day trash is left outside. After three occurrences the fine will triple.

No owner or occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. The Board of Directors shall be empowered to levy a severe fine against the owner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, and paint.

SIGNAGE

In order to preserve the appearance and safety of our common areas any signs that will be placed in a common area must be approved by the board of directors. Political endorsement signs and product or service advertisement signs are strictly prohibited in common areas.

Real Estate signs may be placed without the approval of the board provided they meet the following requirements:

- They must be placed at close to the fence along South College Rd west of the complex exit (toward Johnston Street).
- They must be in the colonial style (see pictured example)



- They must not block the view of traffic or pedestrians
- Only one sign per real estate company is allowed
- Open House signs may be placed near the complex entrance not more than 3 days prior to the event and must be removed no later than the day after the event. They may be one of the following styles:



For sale by owner and For Rent signs must follow the same requirements as Real Estate signs. Only one sign per unit is allowed if by owner.

NOISE

Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes.

Barking dogs shall be controlled by the animal's owner.

All noise must be kept to a minimum throughout the complex.

A noise curfew is in place as follows: Sunday, Monday, Tuesday, Wednesday, and Thursday from 10pm-6am and on Friday and Saturday from midnight to 6am. Any noise level that can be heard inside another unit during these hours is considered a nuisance and violation of the noise curfew.

A fine of \$100 occurrence will be assessed against the offending unit's owner. After three consecutive occurrences in the same day the police shall be called to charge the offending people with Disturbing the Peace. In this case a consecutive occurrence is defined as a 30-minute interval after the first warning in the same day.

After three (3) occurrences in the calendar year the fine will triple.

PETS

The parish and city ordinances pertaining to dogs apply to this property. They provide, in part, that dogs must be kept on a leash or confined within the owner's property. If any pets become a general nuisance, restrictive action will be taken. All animals shall be the exclusive responsibility of the owner of the home. The owner is responsible for clean-up of animal's waste products immediately. Dog owners are required to curb their pets. In case of an accident, dog excrements must be removed from sidewalks, driveways and green areas. Damage to shrubbery, etc., by animals will be at the expense of the owner. Control should be exercised over the noise made by pets.

Dogs, cats or other household pets may be kept in homes provided that no animal shall be kept for breeding or maintained for any commercial purpose and provided the number of dogs or cats shall not exceed two (2) in number at any given time.

NON-OWNER OCCUPIED RESIDENCES

If you are a homeowner who decides to rent your home or to otherwise delegate your right of enjoyment, the following rules apply:

1. You are required to report the names of the person who are living in your home to the Secretary of the Board of Directors within ten (10) days; and,
2. You are required to acknowledge in writing your tenant, lessee, or contract purchaser fully understands the Bylaws, Rules, and Regulations, and has received a copy of the aforementioned; and,
3. You are required to further acknowledge you (as a member of record of the Homeowners Association) will be held responsible for the actions of your tenants, including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or, other property caused by your tenants.
4. Provide tenant/owner emergency information to the Board of Directors.
5. Provide tenant and vehicle information to the Board of Directors.

FAILURE TO COMPLY WITH THE RULES IN THIS SECTION WILL SUBJECT THE HOMEOWNER TO A HEARING BY THE BOARD OF DIRECTORS AND PENALTY ASSESSMENTS OF \$200 FOR EACH MONTH OF NON-COMPLIANCE

OCCUPANTS - NONOWNERS

The occupancy in each home is limited to one person per each 300 feet of living space. Restrictions outlined in the Uniform Building Code (VBC) chapter 3324-table 33a, state the "Minimum egress and access requirements." Per home occupancy shall not exceed one person (child or adult) per 300 feet of living space in apartments, dwellings, etc. Enforcement performed by public health department and building department.

The home owner shall be responsible for keeping the Board of Directors informed of any change in occupancy. Owners shall provide the Board of Directors with the names of all authorized occupants, their telephone number and the license number, make and color of authorized vehicles. Failure to provide this information within ten (10) days shall result in a fine of \$25 per day until the information is provided.

MEETINGS

The meetings of the association are held at least semi-annually. Homeowners are welcome to attend all Board meetings. A brief open forum is provided at the opening of each Board meeting for homeowners to ask questions and suggest agenda items for the next meeting. Following the open forum, the Board of Directors conducts the business of the association. Homeowners are welcome and encouraged to stay for the entire meeting. However, so that the Board can conduct the business of the association without interruption or distraction, homeowners may observe but may not have a voice or contribute to the meeting unless specifically called upon by the Board member conducting the meeting.

Meetings may be conducted in person or via a conference call.

Special meetings may be called by any board member as needed pursuant to the bylaws.

Annual Meetings are held in accordance with the By-Laws. Owners are required to participate in the Annual Meeting by one of the following:

- In person at the time and place set forth by notice in accordance with the By-Laws
- By sending a proxy with a valid proxy form at the time and place set forth by notice in accordance with the By-Laws
- By mailing a ballot to 1201 S College Rd #24 Lafayette, LA 70503 in a time and manner such that it is received at least one business day prior to the annual meeting.

Owners that fail to participate in the annual meeting as defined above will be assessed a fine of \$300.

DUES

Dues are payable in advance quarterly on the first day of the quarter as follows:



- Jan 1st for the first quarter: January, February, and March
- April 1st for the second quarter: April, May, June
- July 1st for the third quarter: July, August, September
- October 1st for the fourth quarter: October, November, December

You may elect to pay dues monthly. In order to pay dues monthly you must notify the treasurer in writing, preferably via email, and you must remit payment electronically. **Monthly dues payments cannot be paid by cash or check.**

Dues become delinquent on the 30th of the month they are payable and are subject to collections.

Effective January 1st, 2018 all dues, fines, and amounts owed to the HOA must be paid electronically. Under no circumstances will cash be accepted. Although checks are highly discouraged the treasurer, at their discretion, may accept them; however, any check accepted will incur a \$10 processing fee per check.

COLLECTIONS

All legal fees or costs incurred by the Association to enforce violations, collect fines, collect dues and/or past due accounts will be the responsibility of the home Owner.

Maximum interest permitted by law shall be charged on unpaid balances over thirty (30) days including all expenses incurred in collecting unpaid balances. In addition, voting rights may be suspended.

Accounts over 90 days are subject to LIEN and FORECLOSURE. Refer Rules & Regulations LIEN AND FORCLOSURE PROCESS RESOLUTION section.

LIEN AND FORECLOSURE PROCESS RESOLUTION

1. A notice of intent to file a lien is sent when an account is 90 days past due.
2. The account has ten days to respond; if there is no response, a letter is sent to the attorney requesting that a notice of an assessment lien be placed on the property.
3. The attorney verifies owner and home number by requesting legal vesting from Title Company.
4. The notice of an assessment lien is sent to the parish recorder. Approximate length of time until a recorded lien is returned is seven to ten working days.
5. The attorney waits 20 days for response to lien notice, and then checks with the Board of Directors to see if the account is still delinquent. If so, without further direction, the attorney proceeds.
6. The notice of intent to commence legal action is prepared and the homeowner has 10 days to 15 days to respond.
7. The attorney checks with the Board of Directors for approval to proceed with the summons and complaint. (Foreclosure)
8. The summons and complaint are sent to the court for filing and then returned to the attorney for service. The complaint is signed by the Board of Directors.
9. The summons and complaint are served by the Sheriff.
10. Proof of service is returned to the court.
11. The homeowner has 15 days to respond to the summons; if there is no response, the homeowner is in default.
12. The property is sold through a foreclosure. Disbursements of funds are made in order of claim; i.e., first mortgage holders, second mortgage holders, etc.