

PATTERSON GARDENS HOMEOWNERS ASSOCIATION
Rules & Regulations for Owners and Tenants
Revised as of January 1, 2022

Introduction

These rules and regulations of Patterson Gardens Home Owners Association (hereinafter PGHOA) have been compiled for the safety, happiness, and quiet enjoyment for all of our community's Tenants. Your cooperation and adherence is needed and appreciated. Additional information and provisions can be found in PGHOA's Bylaws and Declaration of Covenants.

Article VIII of the Covenants gives the Board of Directors of PGHOA the power to establish penalties for infractions of published Rules and Regulations. These Rules and Regulations are made available to each Owner/Tenant on the Heritage Property and HOA Management website: www.HPMGI.com (see HOA tab, then Patterson Gardens HOA). Penalties may be imposed for any violations of provisions in such things as the By Laws and Covenants aside from those noted here in the Rules and Regulations. These Rules and Regulations are not all inclusive and may be changed, modified, added to or deleted as deemed appropriate by PGHOA Board approval.

The following are the fine categories:

1. Initial written notification of the infraction to be resolved within 2 weeks of notice.
2. If not corrected within 2 weeks of initial notice, then there will be a \$50 fine assessed for 1st Occurrence, \$75 for 2nd Occurrence (or if not resolved within 2 weeks of 1st fine assessed); \$100 for 3rd Occurrence (or if not resolved within 2 weeks of 2nd fine assessed) – whether for same or different infraction(s).

Good Neighbor Policy

Practice the Good Neighbor Policy and be aware of actions, issues, or behaviors that annoy your neighbor(s). It is by the discretion of the PGHOA Board of Directors to impose and levy fines. However, any Owner/Tenant can and should call the responsible Tenant when an infraction of these Rules and Regulations occurs to avoid sending to the higher level of the Board of Directors whenever possible.

General Rules and Regulations

1. Payment of monthly Owner dues and special assessments are due and payable on the 1st day of each month. Assessments not paid by the fifteenth (15th) of each month are considered delinquent; assessments not paid by the thirtieth (30th) of each month will be subject to penalties as per PGHOA Policy: **Collection of Unpaid Assessments**.
2. Only members of one family and one unrelated adult **or** one adult per bedroom can occupy a unit.
 1. Family means person related by blood, marriage, adoption, guardianship or other duly authorized custodial relationship.
 2. Occupy means staying overnight for more than 30 nights in any 12-month period.
3. Care must be taken not to disturb anyone in the community with loud and annoying noise at any time. Some examples of such noise would be noise made by radios, stereo equipment, TV sets, revving car

engines, barking dogs, and equipment and appliances. All units have at least one 'common wall' with another unit, and each patio is located almost below at least one neighbor's bedroom window(s), so consideration must be given to both inside and outside noise. In all cases, *party* noise (broadly defined) inside or outside by Tenants or guests after the **10:00 pm** curfew is not permitted.

4. Tenants are not permitted to carry on outside business from their home that would impact traffic, parking, or the quality of life of other Tenants.
5. Yard and garage sales are not permitted.
6. Estate sales are not permitted.
7. Owners/Tenants are responsible for insuring their own personal property if they choose to do so as such insurance is not provided by PGHOA.
8. Evaporative coolers, air conditioners and skylights are the responsibility of the Owner. Steps must be taken each spring and fall to keep coolers in good working order to avoid damage to the townhome structure or interior space. No window units for heating or cooling are permitted.
9. No buildings, structures or additions, whether temporary or permanent, are to be constructed on the outside of the buildings without review and permission of the Architectural Committee and the approval of the Board of Directors. Antennas, satellite receivers, etc. should **not** be attached to any part of the roof, but may be attached to outer wood area of Owner's/Tenant's unit so long as it does not impede neighbor's space or rights.
10. No painting of the outside of the buildings is permitted without review and permission from the Architectural Committee and the approval of the Board of Directors.
11. Within reasonable limits, each Owner/Tenant has the privilege of landscaping or covering the spaces on each side of their patio and the small area between the front of their unit and the sidewalk. These areas are not maintained by the PGHOA or contracted vendors and area the responsibility of the Owner/Tenant and ***must be maintained by the Owner/Tenant***. As you plan the landscaping in the private areas keep future growth of the plants or trees in mind. Trees and plants that cause debris or encroachment on the common areas (such as sidewalks) must be trimmed by the Owner/Tenant. They must also not damage fences, foundation, buildings or roof lines. The Architectural Committee will review proposed planting and existing plants so as to maintain the integrity of the buildings. Owners/Tenants are also responsible for the cleaning of carports, driveways, patios, and the portion of the sidewalk in front of the unit (snow removal from the sidewalk is required). Carports and patios are not to be used for long term storage of items that are not consistent with the use of these areas. They must be kept clear of litter and debris to prevent a fire hazard to the Owner/Tenant and neighbors and to prevent the attraction of rodents and insects. In general, Owners/Tenants should keep private areas and common areas close to their unit free of litter and debris and clean up litter caused by family or friends.
12. PGHOA pays for the water used both inside and outside of each unit. Water that continues to run or drip such as in a toilet or faucet for example should be repaired by the Owner/Tenant. Water used from outside spigots is to be used with care. This water is not to be used to water the lawn except in extraordinary circumstances. Do not turn on outside spigots and allow them to run continually. The Owner/Tenant is responsible for disconnecting hoses attached to these spigots and the spigots are to be covered during the winter months to prevent frozen pipes.
13. Toys and other personal property are not to be left in the grass or other common areas. The groundskeeper is not paid to pick up objects prior to running the lawnmower.

14. Repair of automobiles, motorcycles, trucks, etc. (other than minor repairs such as changing a tire and/or tune-ups not lasting more than a day or two done by an Owner) is not permitted.
15. The *speed limit* in Patterson Gardens is **10 mph**. Please adhere to this limit.
16. Each owner is responsible for maintenance, repair and replacement of the fireplaces including the chimney. The Chimney Safety Institute of America indicates that chimneys are to be inspected at least once a year and cleaned as necessary. Based on this recommendation and for the safety of all homeowners, owners of units with a chimney are to have them inspected annually.

Dumpster Rules and Information

1. Garbage placed in the dumpsters must be bagged and tied before placing in the dumpster.
2. All trash needs to be placed within (not beside) dumpsters and the lid closed after each use.
3. Because space is limited in the dumpsters, throw bags to the back of the dumpster. Also, boxes must be broken down before putting them in the dumpsters.
4. No oversized items such as furniture, large appliances, hot water heaters, etc. can be put into the dumpsters. This may require an extra trash pickup at PGHOA's expense, which may be passed on to the Owner/Tenant.
5. Do NOT put any items in the dumpsters that are considered forbidden by the city such as TV sets, computers, tires, flammable liquids, etc.

Pet Regulations

1. Any pet off an Owner's/Tenant's property must be on a leash and under the control of the Owner/Tenant or a responsible person.
2. If your pet is an annoyance to a neighbor and the problem persists, the Owner could be fined a minimum of \$25 at the discretion of the Board of Directors.
3. All pet owners must submit Pet Registration forms with updated information to the HOA. Each pet must be current with required vaccinations.
4. The size of each pet will be limited to no more than 25 lbs. No more than 2 pets per unit.
5. Due to owners/tenants not cleaning up after their pets, the HOA has hired a pet waste removal service and will be charging a monthly pet cleaning fee for all owners/tenants with a pet(s). This fee will be added each month based on the number of pets in complex. Fees may vary and will be added to regular monthly HOA billing statements.
- 6.

Swimming Pool and Pool Patio Regulations

The **Pool Committee** provides to each unit a separate set of regulations for this area. Owners/Tenants and guests are responsible for adhering to these regulations. The Pool Rules and Regulations are made available to each Owner/Tenant on the Heritage Property and HOA Management website: www.HPMGI.com (see HOA tab, then Patterson Gardens HOA). A copy is also posted in the Pool House.

Parking Regulations

Parking is very limited at Patterson Gardens. Each of the forty units that make up Patterson Gardens is entitled to **one** unit of **guest** parking. Tenants and guests of Tenants **must** park their vehicles in their

carport, their driveway or their one assigned guest parking space. Tenants are subject to fines if they or their guests use someone else's parking space without their express permission.

For buildings 1 – 5 and buildings 7 and 10, these guest parking spaces are in front of the buildings and are assigned according to the orientation of the building – north to south or west to east.

Examples: for west-east building #4, unit 401 has the most western guest parking space and unit 404 the space at the eastern end; for a north-south building example, unit 704 has the most northern guest parking space and unit 701 has the most southern space of the four guest parking spaces in front of building #7. In all cases, space should be left for the walkway.

The guest parking for building #8 and #9 is in front of and off to the side of the buildings. Owners/Tenants of these buildings will decide upon the most convenient and fair allocation of one guest parking space for each unit. At the south end of the parking area for building #8 are a few spaces of extra parking for use by occasional visitors and maintenance people.

Building #6 does not have four units of guest parking in front – at best, maybe two temporary parallel parking spaces. Unit #601 and #602 are assigned the two eastern guest parking spaces in front of Building #5 (as there are six spaces in front of building #5) and units #603 and #604 are assigned the two most southern spaces by the pool house. Safety issues (emergency vehicle access, for example) limit full time parking in front of building #6.

The Pool House has a few extra spaces of parking (other than the two assigned to units #603 and #604) for use by pool users, maintenance people and occasional visitors. Two of those spaces are for daytime use only to safely accommodate trash pickup. One space, by the dumpsters, is for trash drop-off only.

Owners/Tenants **must** advise their guests of the parking situation and make sure that guests do not use someone else's parking space. For a large gathering at your home, inform your neighbors of the impact on their parking from this **temporary event** – as they may need the parking for themselves; you cannot know without asking. Owners/Tenants and guests arriving or leaving after **10:00 pm (curfew)** should be extra quiet so as not to disturb others in our community.

RV Storage Lot

All boats, trailers, recreation vehicles, non-running or unlicensed vehicles, etc. must be kept in the RV Storage Lot located between Building #2 and #3. They may **not** be stored in the Owner's/Tenant's parking area or occasional-visitor parking areas. All stored items must be owned by the Tenant and must be registered with PGHOA's Property Management Company. There is currently a fee of \$25 per month for storage.

HEARING PROCESS FOR INFRACTIONS

Purposes of a Hearing:

- To determine if a violation of the rules and regulations has occurred
- To attempt to obtain voluntary compliance
- To determine if it is appropriate to levy a fine
- To settle a dispute between Owners/Tenants
- To determine if other action by the PGHOA Board of Directors is warranted

- To provide Alternate Dispute Resolution if necessary after the hearing

Process for a Hearing:

1. The hearing will be closed, with only members of the PGHOA Board of Directors and those involved in the issue present.
2. The president of the Board will open the hearing, make introductions, state the general authority of the PGHOA Bylaws, Covenants, Rules and Regulations and will state the specifics of the issue.
3. The Board of the Directors will furnish copies of the PGHOA Bylaws, Covenants and Rules and Regulations for reference.
4. Any Owner involved may choose to invite people they feel are pertinent to the issue, including their attorney.
5. The Board of Directors will provide a statement concerning the specifics of the violation which caused this hearing to convene.
6. Each Owner/Tenant will be given opportunity to state his/her issue without interruption.
7. The Board of Directors will meet to make a decision and provide it in writing within ten (10) days.
8. If the decision is unsatisfactory, the Owner or PGHOA may request Alternative Dispute Resolution.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) is a procedure for settling a dispute by means other than litigation, such as Mediation, Non-binding Arbitration or Binding Arbitration.

ADR in the form of Mediation, Non-binding Arbitration or Binding Arbitration may be pursued by PGHOA before any lawsuit is filed, except in the case of collection of assessments or the enforcement of the Bylaws, Covenants and Rules and Regulations of PGHOA.

1. ADR shall not be required if time constraints prevent accomplishing ADR.
2. ADR will not be pursued if Owner refuses to participate.
3. All parties shall agree on the form of ADR to be used. If parties cannot agree on the form, mediation shall be used.
4. Any ADR pursued must be done using a trained mediator or facilitator who is familiar with Bylaws, Covenants, Rules and Regulations of associations.
5. ADR must be conducted in compliance with the Uniform Arbitration Act or Dispute Resolution Act.
6. Cost of ADR will be split equally between the parties involved.