

ALPHA I (NEW ENGLAND) HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Updated November 2019

The following rules and regulations have been adopted for the protection and benefit of all residents, and to promote harmonious living so that each of us may gain the maximum enjoyment from residing in the Alpha I Townhome community. We advise all owners to familiarize themselves with all documents governing the association, and to share applicable information with any renters or guests they may have.

All owners, renters, and guests are governed by the rules. Owners accept full responsibility and liability, financial or otherwise, for the actions of any renters, guests, and/or children. Ignorance of association rules shall not excuse any individual for failure to comply.

As used in this document, the following definitions shall apply:

- Owner – the legal holder of title as recorded on the official county records.
- Renter - any individual paying to reside in a unit.
- Guest - any individual that is not an owner or renter.
- Rule - this term in its singular or plural shall be understood to mean all governing documents of the association, including but not limited to the covenants (CC&Rs), the by-laws, and these rules and regulations.

When violations occur, notices shall be sent, and fines shall be assessed according to the Schedule of Fines as approved by the Board. Any attempt to circumvent the intent of the rules will be considered a violation. Fines and late charges not paid in full within 30 days will be subject to liens and attorney's costs. As the need arises, the rules are subject to change at any time by the Board.

Each of these rules in this document shall stand-alone. If for any reason it is determined by a court of appropriate jurisdiction that any one of the rules in this document is invalid, that determination shall not invalidate any of the remaining rules in this document.

Schedule of Fines - General: A warning will be issued for a violation of the governing documents, including a timeframe by which to correct the violation. If the violation is not corrected within the allowed amount of time, fines will accrue as follows:

First violation:	Warning
Second violation:	\$25 fine
Third violation:	\$50 fine
Fourth and ongoing violations:	\$100 fine

1. "No obnoxious or offensive activities shall be carried on in any lot or in the common or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to the owners" (CC&R Section 6, Article X)
 - a. The barking of dogs or other such loud noises which disturbs neighbors will

- not be tolerated.
 - b. No owner or renter shall make or permit noises which interfere with the rights and comforts of others.
2. The common areas are not to be used after one-half hour after sunset
 - a. All personal property must be removed at this time.
 3. For reasons of safety, no one is allowed to walk on the walls, trees, carports, or roofs.
 - a. Authorized personnel are exempt from this regulation when performing repairs or Maintenance.
 4. Trespassing by adults or children in development patios will not be tolerated.
 5. Any exterior architectural changes must be approved by the Board.
 6. Any individual wishing to plant or remove trees or shrubs in the common or limited common area must obtain permission from the owner of the unit, who must obtain written permission from the Board.
 - a. Selections should be made in accordance with the master landscape plan.
 7. No signs are allowed to be posted on the grounds unless approved by the Board in writing.
 - a. One "For Sale" sign is permitted to be placed in front of each unit which is on the market for sale.
 1. The sign must be no larger than the standard size, of professional appearance, may not include any handwriting, and must be posted in non-mowed area.
 8. Vehicles and parking.
 - a. Two vehicles are allowed for each unit.
 - b. Only vehicles that are operable, appear operable, and that have current, valid registrations in the name of the owner or renter of the unit shall be allowed to park on the property
 - c. Each unit is entitled to the space (garage, carport, or driveway) which was assigned with the purchase of the unit.
 - d. The area in front of each unit is reserved for the owner or renter of that particular unit and no one else may park there.
 - i. Owners/renters of units 8-14 must park along the north wall when not parking in their covered space.
 - ii. Owners/renters of units 8-11 may park at the uncovered space near the south entrance when not parking in their covered space or along the north wall.
 - ii. Because of the fire lanes, owners/renters of units 19-21 may park in front of units 23-25.
 - e. No vehicle should be parked in the carport or driveway of another unit or in front of another unit without the written permission of that unit's owner or renter.

- f. Recreational vehicles may be parked in front of a unit for cleaning and packing purposes for a period not to exceed 48 hours.
 - g. Vehicles shall not park in fire lanes. Fire lanes are defined as:
 - i. The entire east/west road the width of the driveway at the north entrance. (Parking is allowed in front of units 15-18, in driveways of the east quad.)
 - ii. The entire east/west road the width of the driveway at the south entrance. (Parking is allowed in carports and driveways, and parallel parking only along sidewalks.)
 - iii. The east road between the sidewalks. (Parking is allowed in driveways and parallel parking only is allowed along the west sidewalk.)
 - iv. Along the center road the width of the road at the north end between the west sidewalk and the east curb. (Parking is allowed in front of units 1-3 and parking is allowed along the east sidewalk.)
 - h. Violators will be towed at the owner's and/or vehicle Owner's expense.
9. Carports shall be used only for parking. Storage of anything other than a currently registered and Operable vehicle shall not be allowed.
10. There are 2-3 parking places east of the mailboxes that are designated for mail collection and delivery.
Please park in this opening and limit your stay to three minutes.
 - a. If these spaces are occupied by at least two vehicles, parking is allowed on a temporary only basis in front of units 15-18.
 - b. Do not stop in the fire lane or park along the sidewalk.
11. No major repair of vehicles allowed.
 - a. No hazardous procedures are to take place on the property.
 - b. No hazardous materials or repair tools are to be left in carports or in any common area.
 - c. Owners are responsible for any fluid spill or other damage caused by vehicles.
12. Speed is limited to 15 miles per hour.
 - a. Speeding and reckless driving will not be tolerated.
 - b. Joyriding of any motorized vehicles (including motor scooters, motorcycles, four- Wheelers, etc.) will not be tolerated.
13. No motor vehicles of any kind are allowed on sidewalks or grass areas.
14. As of the effective date of the rules below, pets shall be restricted as follows:
 - a. Each unit is allowed no more than two indoor pets.
 - b. Fish, birds, and other typical household pets shall be allowed.
 - c. No potentially dangerous animals are allowed, regardless of size.
 - d. Pets shall not be left unattended on patios or tied up outside for any length of time.
 - e. All dogs must be kept on a leash when they are outside of the individuals units.
 - f. Any animal waste on patios and on common areas must be cleaned up immediately by the individual caring for the animal.

- g. Animal waste is to be disposed of in a sealed plastic bag in the garbage container of the unit where the animal is staying.
15. Monthly dues are to be paid by the 1st of each month and are delinquent on the 10th.
- a. Owners taking title of their property after the effective date of these rules must make payment of regular monthly Association Dues by electronic funds transfer.
 - b. Owners holding title to their property before the effective date of the rules who desire to make payments by check should send checks payable to Alpha I Homeowners Association to the property management company.
16. Every effort should be made to keep our units as neat and presentable as possible.
- a. Anything unsightly or out of place in a patio environment or in driveways/carports must be appropriately stored.
 - b. Owners are responsible for the upkeep of plants, which are on their patios or in containers.
 - c. No structure of any kind, large or small, are to be placed in the development without approval of the Board.
 - d. Decorative holiday lights may be posted between November 20 and January 15, and only with permission of the unit owner.
 - e. Fans, air conditioners, or appliances of any type shall not be allowed to remain in windows.
 - f. Only curtains or blinds shall be allowed as window coverings.
 - g. Sidewalks are to remain clear and open for pedestrian use.
 - i. Bicycles, toys, and other objects are not to be left on sidewalks.
 - ii. Rollerblades and skateboards are not allowed on sidewalks.
 - h. Hoses and all other personal property are to be properly stored after use.
 - 1. Garbage cans must be returned to their proper storage area no later than 7 a.m. the day after garbage pick-up.
17. Garage/yard sales shall be allowed.
- a. One sale is allowed per calendar quarter per unit.
 - b. Each sale may take place during no more than five days over a ten-day period. That is, a sale may be up to five consecutive or non-consecutive days, as long as the first and last days do not extend over a period of longer than ten days.
18. Home occupations shall be allowed subject to the approved ordinances of the city of St. George, and (for renters) only with written permission of the unit owner.
19. Nuisances, as defined and enumerated in the approved ordinances of the city of St. George, shall not be tolerated.
20. Owners desiring to rent their units must comply with the following provisions.
- a. Owners shall require each adult tenant to sign a written lease agreement and the Crime Free Lease Addendum.
 - b. In their rental agreements, owners must require that their tenants abide by the governing Documents of Alpha I Townhomes.
 - c. Owners must provide signed and completed copies of the current lease

agreement, the Crime Free Lease Addendum, and the Renter Registry to the association's property

Management company within ten days of occupancy.

- d. Subletting of units shall not be allowed.
 - i. Only renters and the children as named and enumerated on the Renter Registry may reside in the unit.
 - ii. Guests of renters are not allowed to visit for more than two weeks.

21. To ensure that requests made of the Board are understood and that the Board is able to properly respond, requests must be in writing.

- a. Requests should explain the issue/concern and/or any extenuating or hardship circumstances, suggest preferred resolutions, any estimated costs, and who is expected to pay for those costs.
- b. Requests must be received by the Board one week prior to the next regularly scheduled meeting to be guaranteed to be scheduled on that meeting's agenda, or the discussion may be delayed until the following meeting.
- c. Requests are not deemed received by the Board until the physical possession of the President or Vice president.
- d. After a request has been received by the Board, the president or vice president will notify the requestor, in writing or otherwise, when the item shall be brought for discussion before the Board.
- d. In any case, requests received by the Board will be responded to in writing no later than 10 days after the meeting in which the Board has discussed the item, explaining either the Board's decision or need for additional information.