



ANTELOPE HOMEOWNERS
ASSOCIATION
RULES AND REGULATIONS

ADOPTED BY BOARD

Signature: 
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Its: President Treasurer
Date: 6-4-19 6/4/19

RULES AND REGULATIONS

I. INTRODUCTION

These Rules have been established to serve as guidelines for enjoying the Antelope Homeowners Association without infringing upon the rights and common benefits of all owners.

In maintaining the quality of the Community, observing and enforcing these rules and regulations is the responsibility of each owner, resident, tenant, and guest.

The Rules and Regulations are issued by the Board of Directors as authorized by the Covenants, Conditions, and Restrictions (CC&Rs). All Owners have been given copies of the Bylaws and the CC&Rs of the Antelope Homeowners Association. Owners are urged to read these documents carefully since they set forth, in complete and detailed form, the rights, duties, and obligations of each Owner.

Although these Rules and Regulations support the CC&Rs, they do not cover the entire document. Please read these Rules carefully and be sure your family, guests, and tenants understand the rules fully. If there are any questions, or if you do not have copies of the Associations' documents, please contact your Community Management Company.

II. ANIMALS

1. The Board can prohibit the keeping of any animal that constitutes, in the reasonable opinion of the Board, a nuisance to any other owner.
2. Any litter deposited by pets on lawns, sidewalks, paths, or other common areas must be removed immediately by the owner of the animal.
3. Residents are responsible and liable for any personal injury or property damage caused by their pets.
4. No household may keep more than three (3) ordinary pets (cats, birds, and dogs).
5. All pets must be kept within an enclosure, an enclosed yard, or on a leash held by an individual capable of controlling the animal.
6. No animals of any kind shall be raised, bred, or kept for any commercial purpose on any lot. Livestock, poultry, or farm animals are strictly prohibited.
7. Residents, who are disturbed by an Owner's pet, are urged to first contact their neighbor. If this effort does not resolve the issue or could not resolve the issue given the nature of the dispute, Residents should file a written complaint with the Association and/or the Animal Control Department. Residents should remember that the Animal Control Department's remedies are best situated to address a situation with another Owner's pet.
8. Animals are not to be fed outside in order to prevent unwanted pigeons, insects, or rodents.

III. COMMON AREAS

1. Each Owner is liable to the Association for any damage to the common area landscaping or equipment that is damaged by the negligence or misconduct of the Owner, the Owner's family, tenants, guests, or animals of the same.

2. Residents can help with the overall maintenance of the common areas by reporting any problems (water leaks, damaged equipment, etc.) to the Community Management Company.

3. The Board may decide to revoke common area privileges for failure to pay the Community Assessments, for being in violation of section 6.14 for illegal rentals, or for failure to pay the balance on the compliance account.

IV. GARAGE SALES

1. Any homeowner wishing to hold a garage sale must first obtain approval from the Board.

2. The homeowner is responsible for paying for the gate(s) to be open at the rate of \$5.00 per gate.

3. The homeowner cannot let any garage sale attendees block driveways or park on the common area driveway(s).

4. The Board may from time to time hold a community garage sale.

V. UNSIGHTLY ARTICLES OR CONDITIONS

1. Grills that are stored in a manner in which they are visible from the street must remain covered when not in use. Charcoal grills are not permitted on balconies.

2. Patios and balconies are not permitted to be used for storage.

3. Pigeon feces needs to be cleaned up immediately. If roosting pigeons is a problem, pigeon deterrents must immediately be placed, but only after obtaining ARC Approval.

4. Personal belongings are not allowed to be stored within unit owner's front yard. To the extent that personal belongings are stored in an area other than the front yard and viewable from the street, they must be stored in a clean and sightly manner.

5. Any articles in the rear yard that are visible through the rear yard gate must be in good condition.

6. The rear yard landscaping visible through the rear yard gate must be kept in good condition.

7. Any item or condition that is a hazard to the health or welfare of the community (to be determined by the Board) is not permitted to be on the property.

VI. NOISE CONTROL

1. Residents are asked to be considerate of neighbors and to keep noise levels as low as possible. Nothing that disrupts the tranquility of the Association or interferes with the quiet enjoyment of other residents shall be permitted.
2. The quiet hours of the Association are 10:00 p.m. - 8:00 a.m. every day of the week.

VII. SIGNS

1. A maximum of one (1) security sign is permitted in the front yard and the sign may not exceed 8"x 8" and placed no more than three (3) feet above the foundation level.
2. One (1) realty sign advertising the home "For Sale" or "For Rent" may be located in the front yard of the property that is for sale and may not exceed 18"x 24". Signs are not to be placed in common areas, in windows, or on garages.
3. No other signs that deal with advertising or marketing may be placed in the front yard or the front of the home.

VIII. TIME-SHARING, RENTAL REQUIREMENTS, AND COMMERCIAL USE

1. There is a 20% rental cap for the community. You must obtain approval from the Board to rent out your home. Any homeowner in violation of Section 6.14 of the CC&Rs will be issued notice that the tenants will need to be removed. The owner will face possible fines for each violation of Section 6.14, which could include fines up to or exceeding \$400.00 per week until compliance is proven.
2. No time-sharing of units is permitted.
3. Owners approved for renting must provide their tenants with a copy of the CC&Rs and Rules and Regulations.
4. All tenants must abide by the Association documents. Owners are responsible for their tenants.
5. A current lease must be provided to the Association. Failure to supply a current lease will result in a violation(s).
6. No unit shall be used for any other purpose than single family or residential.
7. To assist in the rental process, a unit owner must follow the below process to ensure that compliance occurs with the rental restrictions for new rentals:
 - A. Submit a written request to rent the unit to the Board for review before advertising for rent or a tenant moves into the property.

B. If no waiting list exists, this Subsection VIII(7) controls. If a waiting list exists, Subsection VIII(8), below, controls. The Board shall respond to the unit owner to advise the unit owner whether or not a waiting list exists.

C. The Board will review the tenant's request to rent and/or market its property for rental. If the unit owner is approved to rent, the Board shall notify the unit owner of the same.

D. Prior to a unit owner entering into a lease with the tenant, the unit owner shall ensure that the lease provision complies with all provisions of Section 6.14 of the CC&Rs. If there is any ambiguity as to whether or not a lease agreement complies, a unit owner may submit the lease to the Board for review prior to execution with the tenant. If the unit owner has a tenant execute a lease that does not comply, the unit owner will be deemed in violation of Section 6.14 of the CC&Rs. Such a violation will result in fines, as well as result in the unit owner being removed from the approved rental list. If the unit owner has the tenant sign an appropriate lease agreement prior to any hearing regarding the violation, the violation shall be deemed to have been brought into compliance and the unit owner may remain on the rental list.

E. If the unit owner obtains a tenant within 30 days of approval to rent its unit, the unit owner shall submit the executed lease agreement to the Board within fifteen (15) days of execution. Failure to timely submit the lease agreement may result in a violation, potential fines, and removal from the approved rental list.

F. If the unit owner does not obtain a tenant within 30 days of approval to rent its unit, the unit owner shall submit a blank lease to the Board. The blank lease will secure the unit owner's spot on the rental list for an additional six (6) months while the unit owner locates a tenant. The Board understands that locating an acceptable tenant may take time, and the Board wishes to allow the unit owner time to obtain the best tenant possible for the Antelope Community. However, if the unit owner does not find an appropriate tenant with this timeframe, the unit owner shall be removed from the approved rental list. At that point, the unit owner shall start the process from the beginning to allow other unit owners a chance to rent their units.

G. As long as the unit owner complies with Subsection VIII(9), the unit owner shall remain on the approved rental list once the unit owner's initial lease expires.

8. If a unit owner is informed that a waiting list exists, the unit owner shall inform the Board whether or not the unit owner wishes to be placed on a waiting list. The following requirements pertain to the waiting list:

A. A request from a unit owner to be placed on the waiting list shall be made in writing.

B. The Association will then confirm to the unit owner in writing that the unit owner has been placed on the waiting list.

C. A unit owner may periodically request an update from the Association as to its position on the waiting list.

D. If a unit owner is on the waiting list and an opening becomes on the approved rental list, the unit owner shall respond to the Association within 30 days upon notice from the Association as to whether the unit owner wishes to rent the unit.

i. If the unit owner requests to be placed on the approved rental list, the unit owner shall comply with Subsections VIII(7) and VIII(9), as well as all other governing documents, to remain on the approved rental list.

ii. A unit owner may reject one (1) time an opportunity to be placed on the approved rental list from the waiting list and maintain the unit owner's current spot on the waiting list. After that one pass, the unit owner shall be placed at the bottom of the waiting list.

9. To assist in the rental process, a unit owner must follow the below process to ensure that compliance occurs with the rental restrictions once a unit owner is already on the approved rental list for all rentals beyond the first rental:

A. Prior to the execution of the unit owner's lease expiring with the tenant, the unit owner should contact the Association to notify the Association whether the unit owner wants to remain on the rental list.

B. If the unit owner wants to remain on the rental list, the unit owner should either provide a copy to the Association of the unit owner's new lease with the tenant within 30 days of its lease expiring or a blank lease to the Association. Failure to provide either an executed lease agreement or a blank lease to the Association will result in the unit owner losing its spot on the approved rental list.

C. If the unit owner provides an executed lease within the first 30 days following the expiration of its prior lease, the unit owner shall remain on the approved rental list.

D. If the unit owner provides the Association a blank lease, subsection VIII(7)(F) controls. That is, the unit owner shall have six (6) months to find a tenant.

E. At no point may a unit owner permit a tenant to proceed on a month to month basis, even if the tenant was previously on a lease. Such conduct will result in the unit owner being immediately removed from the approved rental list, as well as fines.

10. If a unit owner was impermissibly renting its unit in violation of the rental restrictions, a unit owner is typically required to provide the Association copies of its power bills to verify that the unit is not vacant and no longer in use. The Association will accept other proof, should a unit owner wish to submit other sufficient documentation, but the Association in its sole discretion has the right to determine whether or not the unit owner provided sufficient proof to stop the violations. The violations will continue until the unit owner provides appropriate proof.

11. If a unit is on the approved rental list, the unit may not have any outstanding violations, fines, or assessments. Outstanding assessments of more than 90 days will result in the unit owner being removed from the approved rental list. If violations exist and the unit is brought to hearing, the unit owner shall remedy any violation within 30 days of receiving the hearing determination. Failure to do so shall result in the unit owner being removed from the approved rental list. Failure to pay any and all fines associated with any violation within 30 days of receiving notice of the fine shall result in the unit owner being removed from the approved rental list.

12. A unit shall not be placed on the approved rental list if it has outstanding assessments, violations, or fines. A unit owner shall not be placed on the waiting list if it has outstanding assessments, violations, or fines. If a unit owner is on the waiting list and it fails to timely pay its assessments, correct any violations, or pay its fines, the Association shall provide the unit owner 30 days after providing notice to the unit owner to correct the deficiency. If the unit owner fails to do so, the Association shall remove the unit owner from the waiting list.

13. If a unit owner is removed from the approved rental list for any reason, the Association will provide notice to the unit owner and bring the unit owner to a hearing for rental violations if the unit owner continues to rent the unit. A unit owner will be fined in such a situation.

14. If a unit owner sells its home to a buyer and the unit owner wishes to rent its home from the buyer, the unit owner may do so for a period of 90 days after the close of escrow. Any time period beyond the 90 day window will require the buyer to comply with the rental restrictions as set forth herein and in the governing documents. The mere fact that the buyer may permit the unit owner to remain in the home does not mean that the buyer should be placed on the approved rental list. The buyer must otherwise comply with the provisions set forth herein and elsewhere in the governing documents. The Association does not wish to unreasonably restrict unit owners, especially those that are in good standing with the Antelope Community, from selling their homes.

15. Rental approval does not transfer with the sale of the home.

16. Having any person living in the home other than the person(s) on title is considered a rental. Even if the person on title is living in the home and the person on title has other persons living in the home with him or her, this is considered a rental. However, it is not considered a rental if the persons living in the home are family or otherwise engaged in a legal partnership. In such a situation, the unit owner may be required to provide documentation showing proof of relation or partnership.

IX. TRASH REGULATIONS

1. Residents are responsible for picking up their trash if it is spilled, blown, or otherwise deposited onto a common area, and disposing of it in a proper container.

2. No trash or debris is to be left in any area that is visible to others from the common areas or streets.

3. Trash containers may be placed on the curb after dusk the night before pick-up and must be removed from the curb and stored out of street view by the end of the pick-up day.

X. VEHICLE AND PARKING REGULATIONS

1. Garages are not to be converted or used for storage or living areas. Garages must be able to accommodate vehicles for parking at least one (1) vehicle for a two car garage.

2. Parking on driveways (if the lot has one) is permitted. No parking is permitted on the driveway unless an owner or resident is complying with Subsection X(1), *i.e.*, parking is permitted on the driveway only after all the garage spots are filled. Driveways and streets are not for the storage of disabled or inoperable vehicles.

3. An owner or resident may only park in the street after all spots within the garage and driveway are filled.

4. Parking on the common area driveway(s) is not permitted and all vehicles are subject to immediate tow at the vehicle owner's expense.

5. Parking in the landscaping is not permitted.

6. No boat, camper, recreational vehicle, trailer, can or motor home of any type may be parked in the driveway or street, except for temporary loading and unloading not to exceed twenty-four (24) hours (except in the common area driveway).

7. No vehicle or other equipment may be dismantled, repaired, or serviced on any lot except in the garage or parking pad.

8. Parking on the open streets (on Tonyville, on Territorial from Wildherd to Tonyville, on Marbledoe from Tonyville to Wildherd, on Wildherd to Ellendale, on Garden Rock, and on Ellendale) is first come first serve and cannot be reserved by any homeowner.

9. Any vehicle in violation of the above rules or the CC&Rs is subject to tow at the vehicle owner's expense.

10. Any residue or substance from vehicles in the street, driveway, parking pad, or any area other than the garage must be cleaned up within twenty-four (24) hours.

XI. YARD AND LANDSCAPE REQUIREMENTS

1. Landscaping must be kept neatly trimmed, properly cultivated, and continuously maintained.

2. Any owner on a corner lot is responsible for the landscaping on the street side up to the paved street.

3. Rear yard landscaping is to be approved by the ARC Committee before it is installed whether this is the first time for installation, the rear yard is being re-landscaped, or alterations are being made.

4. Garden hoses are to be neatly coiled next to the house when not in use.

XII. PORTABLE BASKETBALL HOOPS AND OTHER TEMPORARY APPARATUS

1. The portable hoop must be maintained in a good condition and shall not become an eyesore.

2. When not in use the hoop must be stored from street view.

3. Hoops may not be used in a way that infringes upon neighboring lots or damages their landscaping on property. Owners using portable hoops/temporary apparatus assume the sole responsibility for any damage such use causes to the property of others or the Association.

4. Owners who use portable basketball hoops shall not permit their use to create a nuisance. Hours of use must be reasonable and confined to the housed between 8:00 a.m. to Dusk.

5. Should the Board of Directors determine that the use of portable basketball hoop is creating a nuisance or is not in compliance with these rules, it may prohibit the continued used of the hoop, fine the owner, or take such action as the Board deems appropriate and necessary.

XIII. HOLIDAY DECORATIONS

1. The following pertains to exterior decorations. The acceptable time frame for winter holiday decorations is November 15th until December 31st. All other holiday decorations must be displayed no more than fourteen (14) days prior to the day of the holiday. All holiday lights and decorations must be removed within thirty (30) days after the lights and decorations are put on display, and in no event more than thirty (30) days after the holiday has ended. All decorations must be installed and removed accordingly.

2. Do not place any holiday decorations on any HOA Common Area tree or shrub. Owners are reminded of their responsibilities for any such damages that may result from placing any items/decorations on any perimeter wall or fence shared with the Association.

3. Residents must make every effort to ensure that lights, particularly blinking lights or bright lights, do not disturb other residents. Any disturbance caused by lighting or other decorations must be immediately rectified.

XIV. MAINTENANCE OF THE RESIDENCE

1. The exterior of the home is to be maintained at all times in a neat, tidy, and attractive condition. This includes but is not limited to:

A. Blinds and window treatments are to be in good condition and have a neutral color backing. Sheets, foil, cardboard, or any other non-traditional window coverings are not allowed.

B. Satellite wires are to be painted to match the stucco and must be properly attached to the house.

C. Any stucco damage must be repaired and repainted to match the existing stucco color.

D. Perimeter walls between homes are the responsibility of both owners. If one owner should cause or permit anything to cause the wall to be damaged the owner that caused the damage is responsible for repairing the wall at their cost.

E. Walls along the main streets are the responsibility of the owner who's lot the wall is on.

F. Any alteration that has been installed or erected (approved or otherwise) is not allowed to fall into disrepair.

G. Gates can only be screened with full length metal mesh painted to match the gate. Wood, cardboard, chicken wire, baby gates, etc. are not permitted.

H. Garage doors are to be dent free and when the paint is faded it is to be repainted.

I. Broken windows are to be repaired immediately.

J. Shutters are to be replaced if broken or missing and repainted if faded.

K. Should any concrete (driveways, walkways, or steps) fall into disrepair they are to be repaired immediately.

L. Driveways are to be kept oil and stain free.

M. Only appropriate outdoor furniture is allowed on patios or balconies.

XV. ARCHITECTURAL CONTROL

1. Any alteration, improvement, structure, addition, or change must be approved prior to the installation or construction by the Board.

2. Failure to obtain ARC approval could result in violations, fines, or the Board requiring the owner to return the property to the original condition at the owner's expense.

XVI. ENFORCEMENT AND RULE MAKING

1. The Board has the right to enforce the community's Governing Documents in accordance with the City, State, and Federal Laws and within the Document's allowances.

2. The Board has the right to interpret the Rules and Regulations and the CC&Rs to ensure the community esthetic.

3. The Board has the right to call Owners to Hearing for non-compliance and place fines in accordance with the community's Fine Schedule and Fine Policy.