

*Cambridge Village  
Homeowner's Association*

Ground Rules

Revised & Adopted  
January 8, 2014

# **Cambridge Village**

## **Ground Rules**

### **01/08/14**

These updated ground rules will serve to remind owners and residents of the rules and restrictions they are to observe while living in Cambridge Village. Further, it reflects an up to date compilation of the interpretation of the rules and regulations as enacted by the Board of Directors. Nothing in these rules relieves an owner or occupant from compliance with the Declaration of Protective Restriction (Declaration) or the By-Laws. Additionally, the Board may from time to time review any or all of these items, as well as items not currently present in these ground rules, as situations or trends present themselves in our community.

### **General**

Association fees are due by the 15<sup>th</sup> day of each month and are considered late if paid more than 30 days late. Late fees are 10% of the current monthly assessment plus interest on the unpaid balance computed at 12% APR.

No loud noise or other disturbance to residents is allowed, particularly between the hours of 9 pm and 8 am. Examples are, but not limited to, loud stereos, television, radios, noisy guests, slamming doors, barking dogs and domestic arguments.

No noxious, offensive, or visible trade activity shall be carried on within the complex.

Residents should contact the Property Manager with questions related to any worker's or vendor's activities in Cambridge. Direct communication with vendors disrupts work flow and interferes with the operations of the complex.

Loitering in the common area is prohibited at all times.

Maximum speed limit within Cambridge village is Ten (10) mph. For safety reasons, please do not "cut corners".

Neither the Association, nor the Manager has any responsibility for the operation, repair or maintenance of any of the security alarms within Cambridge Village. Homeowners are highly encouraged to make all private security alarms fully functional as well as encouraging their use.

Owners are responsible for damage done to any common area by themselves, their guests, their tenants or their children. Children under the age of 8 must be accompanied by a person over the age of 14 while in the common area of the complex. For the safety of all residents, bicycle riding (except for entering or exiting complex), skate boarding, roller skating, roller blading, or other similar activities are not allowed on the common area walkways or streets at any time.

## Pets/Animals

Animals (regardless of size) are not to be outside the enclosed area of any unit unless on a leash, this includes cats. No pets of any kind may roam the Complex freely. Feces deposited in the common area must be retrieved and disposed of immediately by the person in control of the animal. Keeping of dogs whose barking disturbs their neighbors constitutes a nuisance. Residents who fail to take corrective action after being notified that they are in violation of this rule are subject to a fine. The Board of Directors has established that the maximum number of pets/ animals per unit will total no more than four (4).

## Appearance

No aluminum foil, paper or cardboard is to be used in the windows where they are visible outside the unit. No stickers may be placed on windows except those provided by security companies providing service to those units. One regular sized security sign may be placed at the entrance of any unit using that security service.

No political signage of any type is allowed anywhere in the common area.

Garden hoses are to be stored neatly on the ground next to your unit when not in use. Improperly stored hoses can be removed without additional warning.

Trash cans, yard waste cans and recycling bins may be put out on the evening before trash pick-up and must be put away no later than the evening after pick-up. Owners/residents are responsible for the disposal of any items that are not picked up by the disposal service.

Debris of any kind, as well as unsuitable items, left in the common area is subject to removal at the discretion of the Board of Directors. Any homeowner/tenant who leaves debris, trash, or any disposed of items anywhere in the complex will be subject to a fine.

No Modifications on the exteriors—including hanging or attaching of objects to the exterior of any buildings, walls, gates and fences (common area) are to be made by any owner or resident without first obtaining approval of the Board of Directors.

No plants or trees shall be planted in the common areas of the association without the prior consent of the Board of Directors. Personal displays of potted plants must be kept at the units' immediate entry.

## Satellite Dishes & Antenna

The installation of satellite dishes larger than 36" is prohibited. Guidelines are provided for proper installation of satellite dishes within the Association area. The installation of satellite dishes smaller than 36" are allowed after the review and approval of the installation plans submitted to the Board of directors. Please submit these plans no later than 1 day prior to installation date so they can be reviewed and approved. No antennas of any type are allowed which includes television or radio antennas. A limit of ONE (1) satellite dish per unit is allowed per unit. All unused satellite dishes must be removed within 30 days of cancellation

of services. It is solely the responsibility of the homeowner and or tenant to repair any damaged areas of common area which will have occurred because of the mounting of such devices.

## Leasing of Units

No unit in Cambridge may be rented out for less than a 6-month period. Tenants must agree in writing to abide by the rules of the Association. Owners will be responsible for the violation of any rules of the Association by their tenants. Time sharing or short-term rental arrangements are prohibited in the CC&R's. A copy of the lease must be provided to the manager of the Association along with the home and work phone numbers of the tenant within 10 days of lease signing.

It is the responsibility of the owner to provide each new tenant with a copy of the MOST CURRENT Ground Rules.

Keys and openers for gates, mailboxes, common areas and pool are to be provided to the residents by the owner/seller of the unit. Replacement keys for gates and common areas are \$25 each. Replacement mailbox keys must be obtained through the Postmaster at the expense of the owner/resident.

## Assignment of Rents:

For the protection of the Association, as well as tenants, owners will agree with an "Assignment of Rents" clause at the time they lease out or continue to lease out their units. This grants the Association the right to collect any past due Association fees that are more than 90 days past due directly from the tenant living in their unit. This can also be used as a legal defense to protect tenants from an unlawful detainer action brought by their landlords for non-payment of rent since they will have paid their rent to the Association.

"For Sale" and "For Rent" signs may be placed in the common areas between garages and in windows that are visible from the street. However, they must be removed promptly (within 24 hours) when the subject property is sold or rented.

## INSURANCE:

The Association carries insurance for the exterior of each building ONLY and liability insurance for the common areas. Each owner should carry insurance on their own personal property within their unit as well as an amount necessary to replace all the fixtures within the unit. The Association shall not be liable for any loss due to the owner's failure to procure such insurance. The deductible amount on the Association's Insurance will be paid by the Unit owner of the unit subject to any claim. The Current insurance deductible for Cambridge Village is \$5,000, for which the unit owner is responsible, regardless of the cause. Please review your personal insurance coverage regularly to make sure you have sufficient personal insurance coverage, including "Loss Assessment" coverage.

## PARKING:

All residents' vehicles must be registered with the Association in order to receive appropriate parking permits. Visitors must not park in the common area parking spaces overnight unless they are displaying a valid "Visitor" permit which is provided to each resident that registers their vehicles with the Association.

No RVs, campers, boats, trailers, etc. shall be kept in the complex on a permanent basis. Loading, unloading for short-term periods will be permitted. No overnight parking of these types of vehicles are allowed anywhere in the Association, except for the benefit of the Association. This includes the use of "POD" type containers, which may be used but are not allowed to remain in the Association overnight for any reason.

No commercial vehicles, inoperable, unregistered or abandoned vehicles shall be parked anywhere within the common areas of the complex including those units with extended driveways. Except for quick emergency repairs, no vehicle is to be repaired anywhere within the complex. Vehicles are not to be parked backwards, or with front end extending over plants, in any parking space in the common areas for purposes of uniformity. Vehicles leaking oil or any other fluid are not allowed to park in the common areas of Cambridge Village. No vehicle may be parked in the same common area space for more than three (3) days without being moved. This includes visitors parked in the common areas.

No vehicles shall be parked overnight outside the garages unless the garage is occupied by at least two (2) legally registered and operational vehicles. Vehicles of any type, car or motorcycle, which are only occasionally used for recreational purposes, and are kept in the garage for storage purposes only, should not be registered for additional vehicle pass purposes. Garages are not intended for storage, they are intended for vehicles that are used on a day-to-day purposes. If garages have been modified where 2 vehicles cannot park in them, extra vehicles must not be parked within the common areas of Cambridge Village.

We request that residents with properly registered large vehicles park where they do not block landscape views of other residents

All driveways in Cambridge Village that are not explicitly designated as parking spaces are considered to be Fire Lanes which includes the extended driveways in front of those units that have them.

Parking in driveways is prohibited at all times except for short-term loading and unloading including those units with extended driveways. Owners/residents with special needs will be given special consideration on a case-by-case basis. Vehicles in violation of any of the above rules can be towed at the expense of the owner without any additional warning.

Garage doors are to remain fully closed except when entering or exiting the garages, except for periods when they are occupied for loading, unloading, vehicle washing, garage cleaning, etc.

The use of the pool is governed by separate rules, which are attached

# PROCEDURES & PENALTIES

## ENFORCEMENT OF THE RULES

Initial Action: The manager will attempt to handle any reported or observed violations in an informal manner either in person, by phone or in writing to the violator. If violation persists in spite of this action, the manager will then report the violation to the Board of Directors.

Action by the Board of Directors: Upon determining that any owner, member or occupant is in violation, the Board of Directors shall direct the manager of the Association to send the violator a written notice. The notice will specify the nature of the violation and declare intent to invoke all legal and equitable remedies available under the Declaration in the event the alleged violator does not cease and desist from such violation within 15 days. This notice will inform the alleged violator of his or her right to show cause, either in writing or in a hearing before the full board, as to why such legal remedies should not be invoked.

Penalty: The Board may assess a fine of up to \$250 for each infraction of the ground rules and at its own discretion may impose other sanctions, such as the loss of the privilege of using the common facilities. Unpaid fines will be handled in the same manner as delinquent regular assessments. Refusal to pay can result in the further assessment of legal fees and may result in a judgment being entered against the owner of the property involved. Refer to the schedule of monetary penalties which is attached to these rules.

Approved by the Board of Directors

**SCHEDULE OF MONETARY PENALTIES**  
**FOR INFRACTION OF CCR'S/GROUND RULES**

<u>Parking/Vehicle Violations:</u>	(First Offense)
Unregistered or Unauthorized Vehicles	\$50.00
Failure to Park 2 Vehicles in Garage	\$50.00
Unauthorized Driveway Parking	\$50.00
Speeding/Unsafe Operation	\$50.00

<u>Pets:</u>	(First Offense)
Dogs Not on Leash	\$50.00
Failure to Clean Up After Pet	\$50.00
Interfering With the trapping of Animal in Complex	\$50.00
General Nuisance (Barking, etc.)	\$50.00

<u>Pool Violations:</u> (First Offense)	\$50.00
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<u>Noise-General Nuisance or Other Violations:</u> (First Offense)	\$50.00
Failure to Comply with the Ground Rules	\$50.00

Fees are doubled for each offense after the first offense to a maximum of \$250 per offense.

Unpaid fines are handled in the same manner as unpaid assessments.

Note: These penalties will be assessed after the steps described in the Ground Rules have been taken and have been ignored by the offending party.

Late Fees/Unpaid Fines: (after 30 days) are 10% plus 12% per annum on unpaid balance plus attorney fees in addition to any other associated collection costs.

# Cambridge Village Pool and Sport Court Rules

## SUPERVISION

The use of the pool and sport court is at your own risk. Because there is no lifeguard on duty, children 14 or younger are not permitted pool privileges unless accompanied by a parent or designated resident adult.

## HOURS OF USAGE

8:00 AM to 8:00 PM, whether the lights are on or off

## GUESTS OF RESIDENTS

No unit may have more than four guests at a time. A resident of the unit over 18 years of age must be present at all times with any guest. The pool key is not to be surrendered to a non-resident under any circumstances. Pool keys are not to be copied. Pool key must be shown to Manager when requested. Pool key must be in your possession while in pool area. Owners who have rented out their units are not permitted to use the pool, since they have given their privileges to use the common area facilities to the tenant occupying their units.

## FOOD, DRINK & SMOKING

NO ALCOHOL ALLOWED IN POOL AREA. Glass containers are not to be brought into or used in the pool area. No smoking in the pool area at any time.

## BEHAVIOR

Pool equipment is to be used only for the purpose for which it was designed. Not for horseplay. Radios, tape decks and CD players, etc. may be used, but the volume is to be kept at a level that can be heard only in the pool area. Pool users will refrain from loud or obscene language. Running within the pool area is prohibited. Only devices specifically designed for pool play may be brought into the pool area. This specifically excludes hard boards, baseballs, footballs, skateboards, roller skates, roller blades, bicycles, water balloons and similar items. Pets are not allowed in the pool area at any time. The only appropriate attire in the pool is swimsuits. The posted rules must be obeyed.

THE POOL MAY BE CLOSED AT ANY TIME AT THE MANAGER'S DISCRETION.

PRIVATE PARTIES-Must receive prior approval from the Board of Directors and must be fully coordinated in advance with the Manager.

VIOLATION OF ANY OF THE ABOVE RULES WILL RESULT IN A FINE AND/OR  
SUSPENSION OF POOL PRIVLEDGES.