

# **HANDBOOK FOR LEXINGTON HOMEOWNERS' ASSOCIATION**

**Introduction:** This handbook is provided for the use of the homeowners and renters at the Lexington Subdivision. It contains the policies, rules, and regulations governing the use of the common grounds, as well as general information of value to all residents. The recorded documents prevail if they are in conflict with any information contained herein. We hope you do not find errors, but if you do, please communicate with your Association Management Company in writing either by email, bring a written complaint into office, or by mail.

In accordance with the Covenants, the Board of Directors of Lexington Homeowners' Association, Inc. Is empowered to establish additional rules and regulations as well as guidelines to fulfill the obligations of the Association. This is necessary and very important in order to protect your interest not only in your home but the neighborhood as a whole. These rules, regulations and guidelines have the same effect as the Covenants when officially adopted by the Board and may be enforced as provided by law.

Therefore, the following rules, regulations and guidelines have been officially adopted to cover the entire regime known as Lexington Subdivision. They are subject to review and change by the Board at any time. You will be notified of any changes. Your cooperation in adhering to these rules will be appreciated.

**For standardization, the term "resident" will apply to the owners, their tenants, family members and all personal occupying or visiting a home within the Lexington Subdivision.**

## **RULES & REGULATIONS FOR LEXINGTON SUBDIVISION**

All residents are to report infraction IN WRITING to the board and/or management company who will start the appropriate procedures in accordance with the rules and regulations for Lexington Subdivision.

All residents (owners, tenants and/or visitors) must abide by the rules and regulations set forth in this document. Anyone who does not adhere to these rules and regulations will receive notice via email if available and via mail upon request. At that time, you will be given a hearing date. You will then be held responsible for any fines and/or legal actions where necessary.

1. Lexington homeowners are responsible for providing a current copy of the Rules and Regulations to each tenant prior to renting the property. Homeowners are responsible for all renters and guest and any damages or infraction they may incur.
2. Every owner is responsible for their obtaining their own Home Insurance.
3. Payments of annual dues and/or assessments shall be made to the order of such party as the Treasurer shall designate and should state the address of the property being paid for. Payments of annual dues are due on October 31<sup>st</sup> of each year and if there is an outstanding balance on an owners account on January 1<sup>st</sup> of the following year, they are considered late. Dues and special assessments are individual items. Dues equal to 1-year or more worth of dues are subject to legal action once late.
4. All "lots" are to only be used for residential purposes only and shall not be used for any business or commercial purposes.
5. No chain link fences are permitted to be installed on any "lot". Fences are not allowed on lot 1 and 25 without written approval.
6. No structure of temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be use at any time as a residence, either temporary or otherwise.
7. No large (over 18") television satellite dish or antennas placed in yards as to be visible from the street. No electronic equipment can be attached to the lot or attached to the buildings. If you are unable to receive service in the permitted manner have your service provide give you a form stating so to be turned into the board upon install.

8. No window air conditioning units shall be installed in a building visible from the road which building faces.

9. No signs other than "For Sale" or "For Rent" are permitted.

10. All vehicles are to be parked either in the driveway or in the garage as to not obstruct the access ways. Vehicles should not be parked in the front or back yard. No automobile or motor vehicle may be dismantled or mechanically defective and stored on any lot. They must be stored within the garage for that lot. No commercial vehicles allowed other than for delivery, pick up or discharge of a specific commercial duty. Trailers, boats, campers and like recreational vehicles shall be permitted to be kept or stored upon a lot as long as all reasonable measures have been taken to make them as unseen as possible from the road. Vehicles violated the above can be towed at vehicle owners expense.

11. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited on any "lot", except that the keeping of not more than three (3) orderly domestic pets (dogs or cats) shall be permitted; and provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from such "lot" upon ten (10) days written notice. All pets are to be inoculated as required by law. All pets (excluding cats) should be on kept in yard or on leashes when not in yard.

12. All landscaping of "lots" should be in a kept manner. All "lots" should adhere to city and county code standards. County code states: Every yard and all exterior property areas shall be kept free of species of weeds or plant growth which are noxious or detrimental to health or provide breeding places for flies or insects. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part Lexington lots or common areas. No fires or burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of said land without the required permits issued by the appropriate authorities.

13. No illegal, noxious or offensive activity shall be permitted or carried on, on any part of said land, neither shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.

14. No swimming pool shall be constructed on any lot unless the proposed location shall be first approved in writing. Pool should be built in accordance with all County Zoning Ordinances and Regulations. Above ground pools are not permitted.

15. No mailbox or paper box or other receptacle of any kind for use of delivery of mail or newspapers or magazines or similar material shall be erected or located, on any building lot unless the size, location and design and type of material has been approved in writing. Brick and similar encasements are not permitted to be built around mailboxes. Mailboxes are to stay upright and be in functional order.

16. No construction or improvement should be erected, placed or altered without first receiving written approval from the Board and then receiving any applicable permits.

17. Any exterior decoration able to be seen from the street should not disturb the visual harmony of Lexington as a whole. If a complaint is received from any member of the Association it will be taken to the board for review. If the board agrees with the complaint the complaint will be sent to all lots to vote on.

18. Siding of houses should not have visual mold build up. It is recommended to have a yearly power washing to prevent this.

19. The Detention Pond is not for personal use. Only authorized personnel are allowed within the pond area. To verify authorization contact management. Entering without authorization will be considered trespassing. This is for the health and safety of all.

**Enforcement:** Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Owners will receive notification of any/all violations. They will be provided with a hearing date. If the violation is not corrected before the hearing date the owner will be required to appear at the meeting. If the owner does not appear at the meeting the panel holds full right to enforce the penalty. If after 5 days of the hearing the violation is still not brought back into compliance the "lot" will receive a fee of \$100 per day until proof of the infraction being corrected is received.