

# Heather Terrace Property Owners Association

## Rules & Regulations

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**NOTE: Those sections that are marked in the section heading with (XXXX) are lifted off our current Covenants. In some cases the statements have been simplified for easier reading, yet the context remains unchanged. Those sentences that are underlined have been added under the authority of our Covenants, Section 6.17.**

**New language has been underlined.**

## **RULES AND REGULATIONS**

The Board of Directors of Heather Terrace Homeowners Association, upon proper vote, hereby adopts the following Rules and Regulations concerning the conduct of the Owners, Tenants, and Occupants of Heather Terrace. These Rules and Regulations may be amended from time to time by resolution of the Board. Notwithstanding the above, Owners may overrule any existing or amended rule or regulation by a vote of a majority (50%) of all Owners at any annual or special meeting called for that purpose.

1. Association Dues/Late Fees (6.9)

Association dues are invoiced and mailed prior to the first day of the month on a quarterly basis. Property owners have the option of paying association dues yearly, bi-yearly or quarterly. Late fees are assessed 16 days after the due date. Interest on unpaid balances is computed every 30 days thereafter at the current legal rate. Any member not current with association financial obligations will forfeit voting rights.

2. Basketball Backboards & Other Fixed Play Structures (4.16)

Basketball Backboards and other fixed play structures shall be located on the side or rear of the house and must be screened from street view. Moveable basketball backboards and other play structures must be returned to the side or rear of the house or storage area when not in use and screened from street view.

3. Exterior Lighting (4.11)

Exterior lighting shall be recessed or directed downward and away from neighbors' yard. No lighting shall be located that interferes with vehicular traffic or becomes a nuisance to neighbors or adversely affecting the nighttime environment of adjacent properties.

For the Christmas holiday season, lighting and decorations may be on display no earlier than Thanksgiving Day and must be removed two weeks after Christmas day.

4. Garbage Disposal and Storage (4.9)  
Household refuse shall be kept in approved City of Foley garbage containers. Garbage containers shall be stored out of street view and placed at the end of driveways for collection no sooner than the evening before the scheduled pick-up day. Garbage containers must be returned to their storage area before the day after pickup. Garbage containers shall be kept in a clean and sanitary condition. No lot shall be used for a dumping area for rubbish of any kind.
5. Prohibited Activities (4.17)
  - No door-to-door solicitation of any kind is permitted.
  - Conducting a business or commercial activity within a home or property is NOT permitted.
  - No activities are permitted that may be or become an annoyance, obnoxious, offensive or illegal.
6. Outside Equipment (4.8)  
All heating, ventilation, and air conditioning equipment, including compressors, butane tanks and other mechanical and/or electrical devices on any Lot shall be located to the rear of the front most plane of the house.
7. Satellite Dishes FOR BOARD REVIEW
8. Signs, Posters, etc. (4.13)  
No signs shall be placed or maintained upon any Lot except for one "For Sale" or one "For Rent". Signs must be placed parallel to the street and may NOT be displayed from the interior of any house, out building or other structure that is visible from the exterior. Signs required to be posted by government statute, ordinance, or governmental rule, regulation, or court order will be posted as required by law.
9. The Flag of the United States and State and Local Flags may be flown. Property owners must seek prior approval by the Board of Directors to install a flagpole.
10. Walls and Fences (4.6)  
No cyclone, chain link or wire fencing will be allowed. All privacy fences shall be wooden or vinyl with a maximum height of 6 feet. Fences will be permitted in the rear yards of the home, which extends from the rear property line to the front most plane of the house. Fence shall in no way impede the flow of storm water.

**Buildings (4.1b). No house or other building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one dwelling and no more than one (1) accessory building and such other structures as shall be**



No bees or other insects, chickens, horses, pigs, cows, sheep, goats or other work, farm recreational, or large animals of any kind shall be kept or maintained in the Subdivision.

Pets shall be fenced or restrained so as not to cause annoyance, nuisance or danger to the neighborhood. The City of Foley will pick up all stray pets and ticket owners in violation of the leash and pet waste ordinances. Owners shall clean up their pet's waste from their front yards, street and common areas.

15. Owners' Obligation to Repair (4.18)

All buildings, structures, and improvements on each Lot shall be maintained and kept in a proper and good state of repair by the Owner of the lot, at his expense. All exposed painted areas of all buildings, structures and improvements on each lot shall also be kept well painted by the Owner of the Lot, at his expense. Vinyl and aluminum overhangs and trim, gutters and downspouts shall be kept free of dirt, mildew, and moss build-up.

15 (A). Owners' Obligation to Maintain

Property owners shall keep grass properly mowed and trimmed and edged. Grass shall be maintained not to exceed 6 inches. Properties shall be kept free of trash, dead trees, dead plants, and unsightly debris at all times. All trees and shrubbery shall be pruned, except for Lots left in their natural wooded state. Lawns shall be kept free of noxious insects, and infectious and spreading weeds, all in a manner consistent with good property management. Lot Owner is responsible for any infractions such as grass clippings being blown or dumped in common areas or drainage areas.

In the event the Lot Owner fails to comply with these provisions, the Association will issue a notice of violation and subsequent fines schedule as outlined in Section 19 of this document.

Home Additions and Auxiliary Buildings must be approved by the Board of Directors prior to the start of construction. This includes placement of pre-manufactured structures. Building permits and plans must be submitted to the Board of Directors as part of the approval process.

16. City of Foley Ordinance

Heather Terrace Property Owners are expected to comply with the City of Foley Code of Ordinances. Those specific ordinances which impact the quality of life of Heather Terrace Property Owners are considered an integral part of Heather Terrace Rules and Regulations. This rule is not meant to create "double jeopardy" with the City of Foley enforcement.

## 17. Failure to Comply

Failure to comply with these Rules and Regulations as well as Heather Terrace Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions and the Heather Terrace By-Laws may result in the assessment of fines.

## 18. Leasing

The Lot Owner must provide the name and contact information of any lessee to the Board of Directors within 10 days of leasing and must also provide proof of a copy of all Association Covenants, Rules & Regulations to the Lessee. The lot owner shall be liable for any unpaid fines, or any costs incurred for violations incurred by Lessee delivery. Any fines should be dealt with immediately and corrected within (10) days.

No subletting, no Airbnb or similar Bed & Breakfast type rentals are permitted.

## 19. Violations – Fines Schedule

Should the Board determine that a violation does exist, it shall give written notice of this determination via email or by registered or certified mail to the complaint Owner, if any, and to the Owner of the Lot on which, or as to which, such violations exist shall be allowed fifteen (15) days [twenty four (24) hours in the case of a violation of Section 4.11 and 4.15 inclusive] after the giving of such notice, or such longer period as the Board may deem appropriate, in, which to correct such violation.”

Sections 4.11 and 4.15 (Covenants) refer to violations regarding exterior lighting, clothes lines, signs, animals, trailer trucks/mobile homes/boats, basketball backboards, commercial activities, and maintenance obligations.

- a.) The property owner will be sent an email warning notice for the first violation. This email notice will state the violation and include a photo of the violation. The contents of this email will include notifying the property owner that a fine of up to \$100 plus daily fines of \$25/day may be assessed if the violation is not corrected within 15 days. Property owners without listed email address will be sent USPS certified letters in lieu of an email. Reference will be made to Section 17, “Failure to Comply”.
- b.) This process, as stated above, in paragraph (a) will continue until the property owner corrects the violation or contacts the property management company to make arrangements for correction of violation.

Property Liens may be assessed for financial arrears in excess of \$300. The cost of adding and removing liens, as well as all collection costs of account in arrears will be charged to the property owner’s account.