

Carrollwood Lakes
Homeowner's Association

Rules and Regulations

Please read the following information carefully as you are responsible for compliance within your property boundaries and common areas. If you have any questions, please contact the Carrollwood Lakes Home Owner's Association property management company, IEZR Property Management.

The Association contracts and pays for the maintenance of the common areas located throughout the neighborhood. The Board desires to ensure the attractiveness of the various common areas, structures, and facilities within the Association. This includes preventing any future impairment thereof, preventing nuisances, preserving, protecting, maintaining, and enhancing the values and amenities of the Association.

Each owner has a shared responsibility to maintain a residential community of the highest quality for the maximum benefit and enjoyment of all property owners and their guests. The purpose of the following guidelines is to ensure consistent neighborhood maintenance, encourage neighborhood beautification, and to define violations.

ASSOCIATION FEES – Annual Association fees are established by the Board and are due January 1st of each calendar year. A late fee will be charged on all fees not received by January 31st of each year. All outstanding fees as of April 1 will be released to the Association's attorney for collection. All fees related to collection, (attorney, court costs, service fees, etc.), will be charged to the owner involved.

MEETINGS – One annual Association membership meeting is held each year in February. Special meetings will be called as necessitated.

SECTION 1: STRUCTURES, EXTERIOR MAINTENANCE, AND IMPROVEMENTS

Each property owner shall be responsible for all exterior maintenance, including, but not limited to:

- 1) Painting
- 2) Repairs and upkeep of property
- 3) Driveway maintenance
- 4) Mailbox
- 5) Lighting
- 6) Roof
- 7) Any improvements thereon

In order to retain the appearance of the neighborhood, no exterior maintenance (including paint), repairs, or replacements, which substantially alter the exterior appearance of the property should not be commenced for the improvement of an individual property unless permission is obtained from the Association's Property Management company.

The following must be avoided at all costs and the Board may take action as to alert the property owner they are hurting their community, and may be in violation of Memphis City Ordinances and Codes, or Carrollwood Lakes HOA Covenants:

- A. A roof with missing or deteriorated roofing materials, such that repair and/or replacement is required;
- B. Rain gutters and downspouts that are rusted, sagging, or improperly fastened;
- C. Any garage door that is inoperable, broken, sagging, lacking paint or missing visible parts or materials;
- D. Exterior light fixtures in need of repair or replacement including lampposts;
- E. Exterior light fixtures that shine directly toward adjacent property, with the exception of front door entrance general illumination lights, shall be shielded, redirected, or relocated to prevent the light source from illuminating neighboring property;
- F. Exterior paint and roofing materials must be of neutral and complementary color to the neighborhood;
- G. Outdoor Christmas decorations and lighting may be displayed no earlier than November 15th and no later than January 15th of each year;
- H. Peeling, flaking or chipped pain and mildew as well as wood rot;
- I. Damaged, rotted, missing or decayed mailboxes or mailbox posts;
- J. Graffiti;
- K. Exterior antennas or satellite dishes may be installed, but should be located on the side or rear of the structure;
- L. No noxious or offensive activity should be carried out upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood;
- M. Advertising signs or any other posted signs shall be in accordance with Shelby County and Memphis City Ordinances, governing this posting and must be promptly removed by the member(s) who posted the sign;
- N. No shed or structure on any property adjoining a lake may restrict view by any member of the Association located on or around the lake;
- O. Any structures to be built on a property that adjoins a lake shall be approved by the Board before placement;
- P. No aluminum foil, newspaper, or non-traditional material should be used to cover windows or doors of any structure;
- Q. All front yard water features must be kept in working order.

SECTION 2: FENCES

Owners are responsible for all fences dividing neighboring lots, and those fences must comply with Shelby County and Memphis City Ordinances, and according with the following guidelines.

The Association is only responsible for the following fences:

- A. Wrought iron fences installed by the Association at Lake Common areas;
- B. Recreation Area perimeter fence and wrought iron gate;
- C. Fencing between the brick pillars along Oak Springs Drive.

Lakefront Fencing:

The Association has the power in the Declaration of Covenants, Article 2, Section (d), to set rules how lakefront property shall be maintained, for mutual enjoyment of all members and homeowners of the Association. The following rules shall apply to lakefront fencing:

- A. Lakefront fencing should be avoided if at all possible and should only be constructed if there is a liability concern, such as a retaining wall of 5ft or higher, or small children;
- B. All lakefront fences must be submitted to the Board for approval before construction;
- C. Any fence constructed on lake property cannot restrict view by any member of the Association located on or around the lake property;
- D. Lakefront Fences must be of open construction wrought iron with a gap between balusters. Must not exceed 4ft in height, and be neat and maintained;
- E. Fences down sides of properties adjoining any lakefront must not restrict view of the lake and must be no higher than 4ft and must be constructed of open wooden pickets with a gap or wrought iron with a gap between balusters;
- F. Violation of these rules can result in suspension of common area privileges, or legal action.

General Fencing:

- A. All fences constructed should be submitted to the Association's Property Management Company for approval;
- B. No fence may exceed six (6) feet in height;
- C. Fences should be neat and constructed of normally accepted materials, such as wood, wrought iron, or pre-treated materials;
- D. No temporary fences unless there is active construction work on-going;
- E. No temporary fence should remain more than 3 months;
- F. Fences must be located within property lines;
- G. Fences should not detract from the value or appearance of property or neighbor's property;
- H. Fences must be maintained, repaired, and kept in accordance with the original construction plans, by the member whose property it is located upon;

- I. Front yard fencing should be avoided. If constructed, it must be according to Shelby County and City of Memphis Ordinances, and must be constructed of materials such as open pickets or wrought iron.

SECTION 3: LOT MAINTENANCE

The Association realizes that attractive is in the eye of each beholder, however, in order to maintain property values, certain maintenance items should be done on a regular basis to each property. This will ensure a more uniform appearance for the entire Carrollwood Lakes Home Owner's Association. Everyone benefits from Association members making the most out of efforts to enhance beautification with some regularity. The Board's goal is to make the Association one of the most outstanding in the Cordova area.

- A. Each lot and residence should be maintained by the member in a neat, clean and slightly condition at all times, and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. Any violations may be reported to City of Memphis Code enforcement;
- B. All landscaping areas, including grass, trees, beds, and shrubs as well as areas extending into the County or City right-of-way (i.e. sidewalks), should be regularly maintained, mowed, edged and trimmed to present a clean, neat and well-maintained appearance. Sidewalks, curbs and driveways should be free of grass, branches, cut up downed trees, weeds, trash and debris;
- C. All refuse should be kept in sealed sanitary containers (trashcans). The containers should be emptied according to the normal operating schedule of City of Memphis waste disposal schedule;
- D. All rollaway waste containers from the City of Memphis waste disposal, should be moved out of the road within 24 hours of the normal operating schedule of waste pickup, and returned back onto side, back, or garage of the member's home;
- E. No grass cuttings, leaves, limbs, branches, debris, and other unsightly vegetation cuttings should be dumped or allowed to accumulate past two weeks on the member's lot, and **no** debris may be dumped placed for pickup or removal in the Association Common Areas or lakes;
- F. No driveways should be deteriorated, weed infested, lack adequate covering or missing portions thereof;
- G. Property damaged/destroyed by acts of nature should be repaired with a reasonable time and debris/refuses from natural disasters should not remain on property for an unreasonable amount of time;
- H. No lumber or construction materials should be on a member's lot, (excluding materials for a construction project with a current, valid permit) or salvage items such as auto parts, scrap metals, tires and the like, stored past two weeks. Violations will be reported to City of Memphis Code enforcement.
- I. No burning of construction materials in a barrel or any other type of container on a owner's lot or the Association Common area;
- J. For safety reasons, landscaping should not hide the front of the home from the view of the street;

- K. Lawn services that members utilize are bound by City of Memphis ordinances and must make every effort to not blow grass clippings, leaves, etc. into the street. This practice adds to siltation problems in the Association's lakes and could eventually result in assessments on every member to clean and dredge the Association's lakes.

If a Lot or Residence has been in disrepair, not properly maintained, or other code violations by the City of Memphis, the Association will take all necessary action to remedy the situation, including maintaining landscaping (mowing, edging, trimming, etc.) at the member's expense.

SECTION 5: LEASING

No short term leases should be entered into with tenants. All leases should be written for at least one year term. All property owners leasing property in the Association assume all responsibility for the actions of their tenants. All tenants must abide by all rules, regulations, and covenants of the Association and the owner/member must file a copy of the signed lease with the Association's Property Management Company.

- A. Homeowners wishing to give their tenants access to the Association Common/Recreation Area must re-submit their lease to the Property Management Company yearly and/or upon leasing to a new tenant;
- B. The lease should state the name of the person with access to the Common Area/Recreation Area;
- C. The Association will remove access to the Common Area/Recreation area for all tenants every year, and each Homeowner must resubmit their lease to re-instate this access.

SECTION 6: PETS

Household pets (cats/dogs) are allowed.

- A. Pets must be kept on a leash at all times when outside of an owner's lot;
- B. Pets are prohibited from grounds of the gated Common Area/Recreation area, the swimming pool area, tennis courts, pavilion, playground, etc;
- C. Pet owners are personally responsible for any negative behavior caused by their pets;
- D. Pet owners are obligated to clean up waste left by their pets. This is not the responsibility of other Association members or the Association's landscaping crew. Pet owners should carry bags for pet waste and dispose of them properly.

SECTION 7: VEHICLES AND PARKING

1) Vehicles –

- A. No ATVs, 3-wheelers or 4-wheelers may be used on or in any of the Common Areas of the Association; nor should they be driven on any street. These vehicles are not street legal in the City of Memphis or Shelby County and violations thereof should be reported to the police non-emergency line for proper enforcement and safety.

- B. No Abandoned or Inoperable vehicles should be parked or stored on a member's lot or property, except in the garage;
- 2) Vehicular Parking/Storage
- A. No Commercial Vehicles or vehicle trailers except which are contracted by the Association shall park in any of the Associations Common Areas or on the Gated Recreation Area parking lot; nor shall any RVs, hauling trailers of any kind, trucks over ¾ ton, mobile homes, campers, camping trailers, boat trailers, boats, park in the Common Areas or the Gated Common Area/Recreation Area parking lot.
 - B. No Commercial Vehicles, house trailers, campers, camping trailers, boat trailers, horse trailers, boats, hauling trailers of any nature, trucks larger than ¾ ton, RVs, are not permitted to be parked for more than 24 hours on any lot or street, and may be parked only for the purposes of loading, unloading, or otherwise preparing the vehicle/equipment for use/stores. No vehicles/equipment listed above may be stored behind any fence.
- 3) Vehicle Maintenance/Repair –
- A. No extended vehicular maintenance and/or repair is permitted in open view, provided however minor activities such as cleaning, washing, waxing or similar activities may take place as long as they do not exceed a 24 hour period.
 - B. Any other type of owner-performed maintenance or repair must be conducted within the confines of the owner's garage secured from view. It is the owner's responsibility to make sure disposal of any debris or fluids is properly conducted.
- 4) Member Responsibility –
- A. Members are encouraged to contact the City of Memphis Code enforcement or if appropriate, the Memphis Police Department for any violations they see of the above.

Adopted rules and regulations October 2, 20123

Rules and Regulations Section 7: vehicles and Parking

1. Parking vehicles not displaying a valid registered license plate is prohibited on all streets and driveways within the Carrollwood Lakes HOA. Additionally, commercial vehicles, house trailers, campers, camping trailers, boat trailers, horse trailers, boats, hauling trailers of any nature, trucks larger than ¾ ton, RVs, are not permitted to be parked on any lot or street, and may be parked only 6 hours for the purposes of loading, unloading, or otherwise preparing the vehicle/equipment for use. No vehicles/equipment listed above may be stored behind any fence.

Violation notices will be mailed to the property owner giving official notice of the violation and given 96 hours to comply and if not brought into compliance within 96 hours of the date of the notice, there will be a \$150.00 fine on the homeowner. If the resident/homeowner is not compliant after 10 days from the date of the notice another fine of \$300.00 will be assessed **and** the vehicle towed out of the HOA boundaries at the homeowner's expense. Towing includes vehicles on the street or driveways.

2. Per Memphis City Codes, there is a four -car limit per residence and that is now the maximum number of vehicles allowed to be parked in residents' driveways or in the street by the residence; all others will be considered a violation and subject to fines, towing, and possible liens on the property.

Violation notices will be mailed to the property owner giving official notice of the violation and given 96 hours to comply and if not brought into compliance within 96 hours of the date of the violation notice, there will be a \$150.00 fine on the homeowner. If the resident/homeowner is not compliant after 10 days from the date of the notice another fine of \$300.00 will be assessed on the property owner **and** the vehicle towed out of the HOA boundaries at the homeowner's expense. Towing includes vehicles on the street or driveways.

3. Street parking for more than 24 hours without moving the vehicle is prohibited and considered a violation.

Violation notices will be mailed to the property owner giving official notice of the violation and given 96 hours to comply and if not brought into compliance within 96 hours of the date of the notice, there will be a \$150.00 fine on the homeowner. If the resident/homeowner is not compliant after 10 days from the date of the notice another fine of \$300.00 will be assessed **and** the vehicle towed out of the HOA boundaries at the homeowner's expense. Towing includes vehicles on the street or driveways.

Rules and Regulations: Section 3: Lot Maintenance

J. Any trash that is accumulated at curbside of the residence not in compliance of city trash codes will be a violation. A violation notice will be mailed to the homeowner with compliance due within 96 hours; if not compliant within the 96 hour grace period the HOA will have it removed and the cost of removal billed to the homeowner.