

## **RULES AND REGULATIONS**

### **In addition to the Code and By-Laws of Yardley Court**

**Effective June 1, 2025**

#### **GENERAL**

Permanent or temporary storage of any items or materials in the common or limited areas, except inside closed garages or storage closets, is not permitted. Specifically, balconies and patios are not to be used for trash containers.

Garage sales or similar activities are not permitted on the property.

An “open house” sign may be displayed for a period of twenty-four hours prior to and including the open house.

Occasional use of electricity and water in the common and limited common areas is permissible. No continuous or excessive use of these utilities is permitted without prior Board approval and appropriate payment.

Any owner who leases a condominium unit shall receive approval from the Board of Directors per the stipulations of the Rental Cap amendment. The lease language must include the conditions stipulated in the bylaws section 6.01(r) and be documented upon execution with the managing agent. Refer to amendment A200700092028 of the bylaws.

At the recommendation of the Pike Township Deputy Fire Marshall, **open flame cooking grills (charcoal and gas grills) are strictly prohibited.** Electric grills are permitted.

Smoking in hallways, stairways, elevators, or storage units is not permitted. If smoking in the outside common areas be sure to safely and responsibly dispose of cigarette butts. Maintaining the cleanliness and appeal to our community is important to all Yardley Court residents.

Building access doors shall remain closed and locked for climate and security reasons except for ingress and egress. Residents, who need doors held open for specific purposes, shall be responsible for any damages caused by unit owners, guests or contractors.

Satellite dishes are allowed but cannot be affixed to the building. A drawing for installation shall be submitted to the Board for approval prior to installation.

No door-to-door solicitation is permitted.

Individual concerns or complaints are to be directed to the Management Agent.

The garden and its produce are for Garden Club members only. Please contact the chairman of the committee as posted on the bulletin board if interested in participating in the Garden Club.

Repeated violations of any Rules, Covenants, and Restrictions may result in legal action due to non-compliance.

## **TENNIS COURT**

The tennis court is for the sole use by Yardley court residents in good standing and their guests who are accompanied by their resident host. The Board has the right and obligation to suspend tennis court privileges of any resident or guest who abuses the rules approved by the Board.

The use of the tennis court is restricted to the hours of 7:00 a.m. to 9:00 p.m.

Children are the sole responsibility of the owner or tenant while using the facility.

Proximity of the tennis court to the residence building requires special consideration for the occupants. Any disturbance inappropriate to the game in progress or inconsiderate of the rights of others is strictly forbidden.

Food or drink in non-breakable containers is allowed in the court area only when litter is disposed of properly and completely.

Shoes appropriate for tennis must be worn on the court.

Court maintenance will take precedence over court use by residents. Please cooperate fully with any maintenance worker (including responsible residents) when they are performing their duties during the use of the facility.

Pets are not allowed in the Tennis Court Area.

Users are expected to observe all general rules applicable to the tennis court area, i.e. no littering, use of the facility as it was designed and intended, and avoiding annoyance to others.

No smoking is allowed in the tennis court area.

## PETS

A maximum of 1 dog and 1 cat is allowed in each unit. No exotic pets are permitted.

No mature pet's weight should exceed 70 pounds or a combined total of 70 pounds if more than one pet.

Any animal resulting from reproduction by resident pet shall not automatically become a legitimate pet under these rules.

No pet shall be allowed to soil the lobbies, entries or hallways. A pet must be attended by an adult and restrained on a hand-held leash or always carried when on the property outside its home unit. It may not be taken into an elevator unless carried or securely restrained by the attending adult.

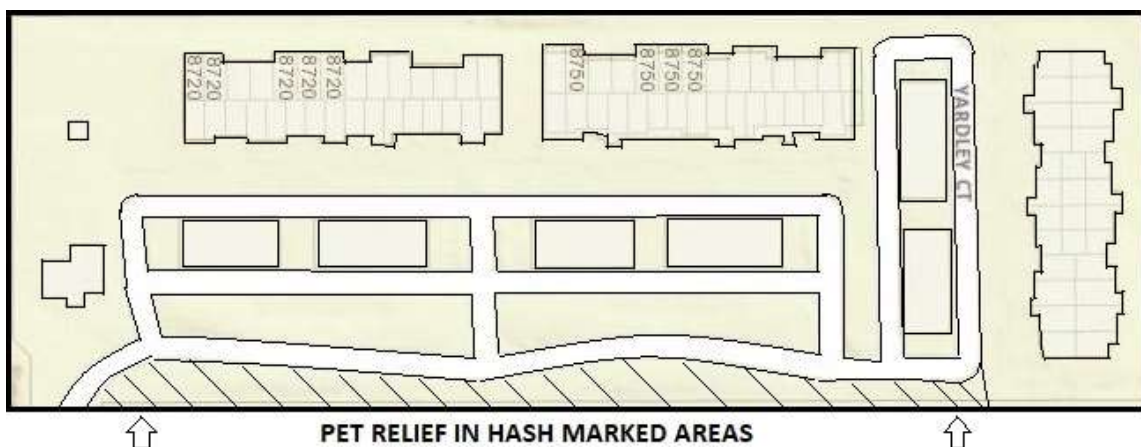
Pet Owners are responsible for picking up and disposing of all pet waste from the Common Areas.

Pet Owners shall use the designated pet relief area located on the eastern edge of our property in the green space along the fence. (As shown below)

No pet may be staked out on the common areas of the property at any time.

Pets should be walked in areas distant from building entrances and paths of frequent traffic, and should be kept clear of trees, shrubs, and flowers.

The resident assumes full responsibility for conformance to these rules by the pet of their guest. Visiting pets shall conform to these rules and regulations, arrive and leave with their owners, and not become either permanent or temporary residents of the property. Owners are specifically cautioned against assuming temporary custody of a pet of others during the absence of owners. This is due to the presumed lack of control of a non-owner.



**Cleanup after pet is still required!**

## **CLUBHOUSE**

The Clubhouse is available to all residents in good standing for individuals, groups, Association meetings, and private functions. The Clubhouse is automatically reserved for Association use for major holidays and events of national interest, as specified hereafter. The Clubhouse is automatically reserved for HOA Board Meetings the second Tuesday of the month unless otherwise noted.

A Clubhouse coordinator will be named to record reservations, collect fees and deposits, inspect the facility before and after use, and provide the renter with a key to the clubhouse. The clubhouse key is not to be duplicated, lent or distributed in any manner. The clubhouse coordinator will provide general administration of the facility under direction of the Board of Directors. Administration of the Clubhouse facility will be controlled by the documents and related forms, as modified from time to time. Clubhouse rental does not include the use of the swimming pool or pool area.

The Homeowners Association reserves the right to withhold or suspend approval at its discretion for any function which poses unwarranted risk of damage to the facility, impacts the peaceful enjoyment of condominium residents and their guests, or violates the law or Association rules. The Board of Directors, Managing Agent or representative of the Managing Agent, and the Clubhouse coordinator reserves the right to free access to all portions of the Clubhouse at all times. Access to the Clubhouse to make such determination during a function will not be denied to any representative of the Association.

## **Sponsors**

All Clubhouse use will be under the auspices of a sponsor, defined as the qualified resident requesting its use.

Sponsors shall be present at the Clubhouse when it is in use by their guests and shall be responsible for compliance with all Association requirements regarding guests, caterers, florists, musicians, and other prior to and after rental of the Clubhouse.

A leaseholder shall provide written consent of the owner. The owner shall be held responsible for any noncompliance by leaseholders or their guests.

Residents under the age of 21 must be owners or approved leaseholders of a condominium unit to qualify as Sponsors.

## **Reservations**

The Clubhouse is available to all residents on a casual basis when not otherwise reserved. There will be no fee deposit required for casual use, but the resident will be responsible for the premises while they key is checked out in the resident's name. All participants shall be residents of the community for the event to be

considered casual.

Reservations shall be made at least 48 hours in advance of the event and will be made on a first come first serve basis.

Requests for function reservations shall be made by completion of a "Clubhouse Reservation Form" available from the Clubhouse coordinator. Upon approval and payment of the applicable fees, the requisition resident becomes the "Sponsor", as previously defined and the principal contact for the Clubhouse coordinator regarding that function.

Upon signature of the contract and acceptance of the key, Sponsor shall assume full responsibility for any damage done to the Clubhouse, its contents, or the surrounding common area. The Sponsor shall assume full responsibility for any damage done to the Clubhouse, its contents, or the surrounding common area. The Sponsor shall hold the Association harmless from and indemnify the Association for any claims against the Association for damages, including reasonable attorney's fees and court costs suffered by the Association.

### **Charges**

For private functions, a rental fee of \$50.00 (check only) and deposit of \$150.00 (check only) are required at the time of reservation. Checks should be made payable to Yardley Court HOA. The rental fee is not refundable except in the event of cancellation of the function; notice of cancellation must be given 24 hours in advance. The deposit shall be retained as necessary to cover cleaning and repairs after use but will be refunded in full if not required for those purposes. If the Clubhouse area or any other common area is damaged, the Association reserves the right to refuse future use of the Clubhouse to the Sponsor responsible for the damage.

Charges more than the deposit shall be assessed against the Sponsor/Homeowner in the same manner as the Homeowners Association fee. A \$100 charge shall be levied for a lost key.

### **Conditions of Use**

Guests are to be under the direction and control of the Sponsor making the reservation. Alcoholic beverages shall not be sold under any circumstances. The use of any alcoholic beverage shall be confined to the Clubhouse and must be in accordance with state and local laws. The Sponsor is responsible for the behavior of guests. Any infractions or disturbances which require police authorities to respond and/or take action shall be considered a violation of these rules and shall result in forfeiture of the total deposit plus additional charges and fines which may be levied. The Sponsor's eligibility to use the Clubhouse in the future will be seriously considered if not forfeited.

All functions must end no later than 11:00 p.m. The Clubhouse cannot be used as an overnight facility.

Amplified music or party noise level shall not exceed a volume that violates county regulations for disturbing the peace.

Decorations and signs shall not be attached to walls, furnishings, or fixtures in a manner that will mar the finish or surface. Nails, tack, glue, tape or similar fasteners shall not be applied directly to any finished surface. Confetti, liquid string, spray snow, etc. cannot be used in the Clubhouse or surrounding common areas. Rice or birdseed may not be used in the outdoor area surrounding the Clubhouse.

Capacity of the facility has been established at 49 persons by the local fire code. This capacity shall not be exceeded at any time.

Sponsors shall be responsible for cleaning the Clubhouse after use. All trash must be removed from the Clubhouse and the surrounding common area and deposited in the dumpsters. A pre-function walk-through will identify existing blemishes, and a post-function inspection will reveal any cleaning requirements or new blemishes. A formal checklist will be prepared to provide a record of observations. Sponsors must accompany the Clubhouse coordinator on both occasions or forfeit any dispute of assessed damages. Cleaning and inspection must be completed by 10:00 a.m. the following day unless another time is agreed upon and placed in writing by the Clubhouse coordinator and Sponsor. If an earlier deadline is required due to scheduling, it will be negotiated between the Sponsors involved in the conflict and confirmed by the Clubhouse coordinator.

The Clubhouse is a non-smoking facility. Sand pots will be provided outside for smokers.

Guest parking is in front of the Clubhouse and in available guest parking spaces marked with yellow lines. Parking in reserved areas is prohibited and may result in forfeiture of the tenure deposit. For large functions, Sponsors may want to encourage guests to share rides as necessary to conserve parking space.

During pool season bathrooms are shared by those using the Clubhouse and pool. Clubhouse users should lock the bathroom door from the clubhouse side to prevent entry from the pool area.

The Clubhouse is not furnished with eating utensils. Sponsors should plan to provide all of their own kitchen and cleaning supplies. The oven and microwave are for keeping food warm. No cooking from scratch is allowed. Sponsors are required to clean both ovens after use.

Due to risk of fire and difficulty with ash removal, use of the fireplace is not allowed.

Board approval is required to rent the clubhouse on the following holidays: St. Patrick's Day, Easter, Kentucky Derby Day, Indy 500 Race Day, Independence Day, Labor Day, Halloween, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day.

## **TRASH AND GARBAGE DISPOSAL**

All cartons and boxes shall be collapsed, flattened, and placed inside the dumpsters.

Residents moving into or out of a condominium should avoid overloading of the dumpsters.

Owners shall be responsible for safe disposal of ashes from fireplaces, assuring that coals are completely extinguished and that the ashes are not mingled with trash or other flammable materials.

Dumpsters are not to be used for commercial, industrial, or personal refuse brought from other locations.

Household items including furniture, appliances, carpet, paint, mattresses, and electronics should not be placed in the dumpsters, nor left inside the enclosure outside the dumpster.

## **VEHICLES AND PARKING AREAS**

Vehicles in the open property shall obey speed limits (15mph) and traffic signs. Vehicles shall be in operating condition, of acceptable appearance, and parked properly in a legitimate space. Inoperative vehicles will not be allowed to remain on the property. Vehicles with expired tags will be considered abandoned and towed away at owner's expense. All vehicles shall be operated, maintained, and parked in a manner which minimizes interference with pedestrians, other vehicles, and maintenance of paved surfaces.

Vehicles parking will not exceed space available and so designated. No vehicle shall be parked on the grass, sidewalk, or on the handicap ramp.

Washing, waxing, and polishing of vehicles, except for minor incidental cleaning, is not permitted in the common or limited areas. Garage doors shall be always closed except during ingress and egress, or when garage is occupied or in use personally by the resident. During warm or wet weather, the garage door may be left open twelve inches.

Bicycles, skateboards, rollerblades, and roller-skates are permitted but restricted to the streets and driveways. The Association shall not be held liable for any injury sustained because of these activities. They are performed at your own risk. If damage is found due to use or abuse, then this rule can be changed to prohibit one or all of these items. Use in hallways and on sidewalks is strictly prohibited.

Guest vehicles shall be parked in guest spaces and are subject to the same regulations as Owner vehicles.

Owner vehicles shall not be parked in a reserved space other than their own.

Guest vehicles are only allowed to be parked on the property while visiting a resident and not for an extended period.

Only vehicles visibly identified with a handicapped license plate or handicapped tag may park in the designated handicapped parking spaces.

All vehicles should be properly registered and have a current license plate.

## SWIMMING POOL

Yardley Court swimming pool is for the sole use of Yardley Court residents and their guests. Residents must always accompany their guests. Use of the pool will be controlled by local law and health department regulations regarding pool facilities, the by-laws of the Yardley Court Homeowners Association, and by the following rules. In case of a conflict, the local laws and health regulations shall control. The Board of Directors has a right and obligation to suspend pool privileges of any resident or guest who abuses these rules, creates a safety hazard, or any annoyance to others.

Specific dates for opening and closing of the pool will be established annually.

Pool hours are 6:00 a.m. to 10:00 p.m.

Residents and guests swim at their own risk. No lifeguard will be on duty during the hours of pool operation. Residents and their guests must read and follow the public health rules posted in the pool area.

State law prohibits swimming alone. Pool use by children under the age of 14 and non-swimmers is prohibited unless a responsible adult accompanies them. Children shall be the sole responsibility of this adult while in the pool area.

Running and boisterous or rough play in the pool area is strictly forbidden. Pool users are asked to be appropriately tolerant and to respond positively and politely to requests by other pool users for modification of behavior. This rule applies to the use of radios (headphones are recommended), pool toys and similar articles, as well as to the deportment of individual users.

No food or drink is permitted in the pool or within three feet of the pool deck. Non-breakable containers must be used. All scrap and litter shall be collected and deposited in the trash can provided. **Alcoholic beverages are strictly prohibited.**

All swimmers shall wear appropriate swimwear. Street clothes are not appropriate swimwear and may not be worn while swimming in the pool. The Marion County Board of Health rules and regulations will prevail. Infants swimming in diapers must wear swim diapers to prevent pollution of the pool.

Overcrowding of the pool or deck is incompatible with pool safety. Population of the pool and pool area shall not exceed legal or posted limitations.

Pool entry or egress shall be by way of the pool gate exclusively. The pool gate and entrance from the pool to the women's and men's restrooms are secured by mechanical locks requiring a code to enter. The code will be provided to legitimate homeowners and lessees of leased units. The code should not be shared with guests or unauthorized individuals. Please be sure that the gate is locked behind you when entering or leaving.



Pool maintenance will take precedence over pool use by residents. Please cooperate with any pool maintenance worker when performing their duties during your use of the facility. Adding of pool chemicals by anyone other than pool maintenance personnel is strictly prohibited.

No pets are allowed in the pool area.

Smoking or vaping is prohibited.

Swimmers are not permitted in the Clubhouse except in the restrooms, which are shared between the Clubhouse and pool.

The pool is not available for “private” pool parties.

Bathers going to and from the pool area must be sufficiently dry as to avoid dripping water in the building entries and halls.

Revision Notes	
Jan1 2020	General Update
March1 2023	Updated: Leasing to reference bylaws, Legal Enforcement Clause for non-compliance; Pets in Tennis Court disallowed after refinishing; Pet Cleanup requirement, Pet Relief Location specified; Alcohol at Pool prohibited
May 2025	Updated: General – grilling, smoking; clubhouse – charges and conditions of use; Trash and Garbage Disposal; Vehicles and Parking Areas; and Swimming Pool