

# **Charles Street Townhome Association Rules and Regulations**

Effective March 1, 2012

## **SECTION I – INTRODUCTION**

- 1.1 The following Rules & Regulations flow from and supplement provisions found in the Covenants, Conditions and Restrictions for the Charles Street Townhome Association (“Declaration”), and the By-Laws of the Charles Street Townhome Association (“By-Laws”). It is not the intent of these Rules & Regulations to be a substitute for the Declaration or By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state, or local), the Declarations, the By-Laws, and the Rules & Regulations are in direct conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-Laws, and the Rules & Regulations, in that order.
- 1.3 These Rules & Regulations are binding on all Unit Owners, Residents, their Families and Guests. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in open meeting following notice to the community of a pending change and allowing for a minimum of 10 days for public comment.

## **SECTION 11 - DEFINITIONS**

- 2.1 Association: Refers to Charles Street Townhome Association.
- 2.2 Assessments: The amount due from each owner on a monthly basis for common expenses.
- 2.3 By-Laws: Contains regulations for the administration and management of the Association.
- 2.4 Common Areas: Refers to both Common Elements and Limited Common Elements under the Declaration, unless specifically noted.
- 2.5 Covenants: Refers to the Covenants, Conditions and Restrictions of the Charles Street Townhome Association that has been recorded with DeKalb County against all properties within the Association. The legal document that creates the plan for the Association provides for restriction of owner's rights, deed, and covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- 2.6 Property Manager: Professional hired by the Association to manage the day-to-day affairs of the Association.
- 2.7 Properties: All real property, common and private, within the Charles Street Townhome Association as defined in the Covenants.

Terms not otherwise defined herein have the meanings specified in the Covenants or the By-Laws, as applicable.

### SECTION III - GENERAL RULES

- 3.1 Contractor Working Hours: Residents who employ contractors to perform internal services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 9:00 a.m. All such contact services must terminate each evening no later than dusk. Contractor trucks, trailers and all other equipment or materials must be removed from drives and streets each evening.

No Home Owner may make any alteration or modification to the external building structures or lot, without the express prior written approval of plans by the Board of Directors. Failure to obtain approval before starting any of the aforementioned alterations or modifications will result in a fine of \$250.00.

- 3.2 Garage Sales: Residents must comply with the Town of Cortland rules regarding garage sales.
- 3.3 Garbage: All garbage must be placed in sealed plastic bags or covered containers to that it cannot be windblown. A cardboard box is not a suitable container. Garbage may not be put out earlier than sunset of the night prior to pickup. Garbage containers must be returned to the owners unit no later than 24 hours after the day of pickup.
- 3.4 Guns: The discharge of firearms within the properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size.
- 3.5 All exterior lights must be approved in accordance with Association Guidelines adopted from time to time by the Board of Directors with the exception of seasonal holiday lights that are subject to the following restrictions. Holiday lights are allowed. However, the Board has the right to request that they be removed or modified if they become a nuisance to other homeowners with legitimate complaints from other unit owners.
- a. Holiday lights and decorations may be installed from November 1 through February 15. The take down date may be extended at the sole discretion of the Board of Directors in response to weather conditions.
  - b. Lights and decorations for holidays falling outside the above dates may be displayed from two weeks prior to the holiday to one week after.
- 3.6 Noise: It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.
- 3.7 Nuisance (Quiet Enjoyment): No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any note or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly,

unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties. See also, Section 3.16 ("Unsightly or Unkempt") of this document. No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Property or in any Dwelling Unit nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents.

3.8 On-Site Fuel Storage: No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property. Propane intended for grills and personal use excluded.

3.9 Parking:

*3.9.1 Unit Parking.* All vehicles, including but not limited to automobiles, vans, camping trailers, boats, tractors, trucks, motorcycles, mobile homes, junk cars or other vehicles of any type whatsoever shall not be parked, maintained, or stored in a manner that interferes with the ingress to or egress from units, garages, or any portion of the Common Elements or Limited Common Elements. Under no circumstances are boats, trailers, workboxes, mobile homes or any recreational vehicles allowed to be parked for duration of time that exceeds 48 hours without written approval from the Management Company unless the aforementioned are housed within the garage of the owner. In no case may recreational vehicles be used as living quarters within the Property. After the first warning, violations of this offense are subject to a fine of \$250 per occurrence and may be towed at the owner's expense.

3.10 Pets/Animals: No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the properties. Except: dogs, cats, or other usual and common household pets provided that they are not kept, bred, or maintained for any commercial purpose. No dog runs, kennels, or enclosures of any type shall be kept or maintained outside the units. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and/or to pay for any damage caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Charles Street Townhome Association.

All household pets shall not be allowed unattended outside the Dwelling Unit. If a pet is taken from the owner's unit, the pet must be on a leash. Animals shall not be allowed to run loose, in accordance with the City of Cortland's Ordinances. Owners in the Subject Property shall be likewise responsible for and subject to these provisions for the household pets of their guests.

Newborn animals that are not retained in accordance with the Declaration shall be allowed to remain in the household up to four months. Residents must also comply with the Town of Cortland rules regarding licensing of pets.

All pet owners must immediately clean up after their pets when walking on common areas within Charles Street Townhome Association property. Owners who do not clean up after their pets will be fined according to the schedule listed in Section IV of this document.

3.11 Unsightly and Unkempt: It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her unit

and or yard where applicable. The pursuit of hobbies which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property. See *also*, Section 3.7 - Nuisance of this document.

3.12 Landscaping, Trees & Bushes, Mulching. Homeowners are not permitted to alter or install any landscaping without consent by the Board of Directors after submittal of written plans and specifications, showing the nature, kind, shape, height, materials, location, and installer (with proof of insurance) of the same.

3.13 Vandalism: Any acts of vandalism to common areas or other parts of the community should first be reported to the Cortland Police Department and then to the Property Manager and Board of Directors so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

3.14 Business: All units within the Charles Street Townhome Association may be used only for residential purposes.

3.15 Recreational Equipment: No permanent or temporary basketball backboards or hoops or other permanent game equipment shall be installed on or near any garage, driveway, parking area, or in any other portion of the Unit, Lot or Common Area. No recreational equipment is to be left out overnight on any portion of the Unit, Lot or Common Area. All toys, bicycles, strollers, skateboards, pools, etc., must be stored indoors overnight.

3.16 Vehicles: All vehicle maintenance must be performed in the Owner's garage. Any damage done to the driveway or street by vehicle fluids must be cleaned and or repaired by the Owner at their own expense. Parking of any vehicle with the purpose of selling the vehicle is strictly prohibited on any street or public spaces within the association.

3.17 Antenna and Satellite Dishes: Owners interested in installing a satellite dish one meter or less in diameter should notify the Management Company in writing. No antenna or satellite dish shall be installed without the prior written consent of the Board. The Owner must provide proof to the Board that the contractor installing such dish is insured and licensed. Owners are responsible for any damage done to the units or surrounding areas due to the installation of a satellite dish. Only one satellite dish is permitted per unit. The Board reserves the right to inspect the installation and maintenance of the satellite dishes.

3.18 Fire Pits/Grills: Owners are prohibited from having permanent fire pits. Portable fire pits are allowed as long as they meet the following prerequisites: "No" excavation or clear cutting is required to install the portable fire pit, the fire pit is screened, the fire pit is "removed and stored" at the end of use.

3.20 Rules Related To Leases, Tenants, And Non-Resident Owners:

a. Every Owner intending to lease a unit shall give a 30-day prior notice to the Management Company of such intention, whereupon the Management Company shall provide Owner a rider which shall be added to the lease and shall be signed by all the parties executing the lease.

- b. An Owner may not lease less than the entire Unit, nor may the Unit be leased for transient hotel purposes. Every lease must be for a period of at least three hundred and sixty five (365) days.
- c. Every lease shall be in writing and shall be subject, in all respects, to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
- d. Each Non-Resident Owner shall be responsible for providing his/her Tenant with a copy of the Declaration, By-Laws, and Rules and Regulations. A Tenant shall be bound by the provisions hereof regardless of whether or not the lease specifically refers to the Association's Declaration, By-Laws, and Rules and Regulations. Any failure of the Tenant to comply with the terms of the Association's governing documents shall be a default under the lease. If the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, then the Board may take whatever action or actions that are necessary to terminate the lease.
- e. Each Non-Resident Owner is responsible for all actions of his/her Tenant and other obligations associated with their Unit.
- f. Non-Resident Owners shall complete and provide the Board with the information regarding the Non-Resident's primary mailing address. Any expenses of the Board incurred in locating a Non-Resident Owner who fails to provide such information shall be assessed to that Non-Resident Owner. Unless otherwise provided by law, any Non-Resident Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of any such Non-Resident Owner caused by any delays in receiving notice resulting there from.
- g. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Owner responsible.
- h. All contact with the Management Company must be made through the Owner, not the Tenant. The Association is responsible to the Owner only.

#### **SECTION IV - VIOLATIONS AND FINE POLICY**

Nothing contained in this Section shall alter or affect the Board's right to seek any available remedy it may have under the Declaration, By-laws, and/or law or in equity to enforce compliance with these Rules and Regulations. Furthermore, the provisions of this Section shall not alter or affect the Board's right to take immediate action to remedy any violation that causes a risk of harm to life, limb, or property.

- 4.1 Resident Participation: Unless the Board, through the Property Manager (if applicable), is notified of rule infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.
- 4.2 Reporting a Violation: In order to report a violation, residents must submit the following information:

- a. the name, address and phone number of the complaining witness;
- b. the owner's name and/or address where the alleged violating person resides; and
- c. the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

Once the information is complete, residents should forward it to the Property Manager.

- 4.3 Process of Written Warnings & Violation: Notices are issued by the Property Manager, when one of the following occurs:
  1. The Association receives a formal complaint from a resident.
  2. A Board Member or the Property Manager will issue a witness statement based on his or her own observations.
- 4.4 Written Warnings: Written Warnings for the first offense of a particular rule will be sent by U.S. postal service certified mail to the owner of record within 10 business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning. See also Section 4.6 below on hearings.
- 4.5 Notice of Violation (N.O.V.): If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service certified mail to the owner of record within 10 business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed.
- 4.6 Hearings: Within 10 business days after receipt of the Notice of Violation, the person allegedly in violation may make a written request to the Board of Directors for a hearing. Provided the N.O.V. recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Violation Complaint Form who is alleging the violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board or its duly authorized committee shall be rendered in writing within 5 days after the hearing and such decision shall be binding upon all parties.
- 4.7 Penalties/Fines: Pursuant to the Board of Directors' authority under the Covenants, Conditions and Restrictions of the Declaration, the Board is authorized to impose the following fines for violations:
  1. The first offense will result in a written warning.

2. The second offense will result in a fine of \$25 which will immediately be charged to the homeowners Association account.
  3. The third offense will result in a fine of \$50 which will immediately be charged to the homeowners Association account.
  4. The fourth offense will result in a fine of \$75 which will immediately be charged to the homeowners Association account.
  5. Special fines may apply to certain infractions, and if this is the case, they will be specified in the applicable section.
  6. Pursuant to these Rules & Regulations, a lien will be placed against any properties which have unpaid balances that exceed four months of association dues.
- 4.8 Costs: In the event of any violation of the Rules & Regulations, or the Declaration of Covenants & Restrictions, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be charged to the account of the offending owner at the time they are incurred. Any restoration costs to bring property into compliance incurred by the Association will be charged to the account of the offending owner.

## **SECTION V – ASSESSMENTS**

- 5.1 Monthly Assessments: Monthly assessments are due to the Property Manager by the 15<sup>th</sup> of each month.
- 5.2 Late Fees: A late fee of 1.5% monthly will be added to accounts with unpaid assessments each 30 days following the due date. Late fees will only be levied on unpaid assessments; not fines or other charges that may be due and payable.
- 5.3 Lien Placement: Accounts with balances in arrears for two months or more will be referred to legal counsel or a collection agency for collection as determined by the Board of Directors. Additionally, the legal counsel will be instructed to place a lien against the property with if the balance owes at least four month in back assessments. All attorney fees, filing fees, court fees or any other fees incurred in collection will be added to the account of the owner.
- 5.4 Forcible Entry and Detainer: Pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owed to the Association. These proceedings may result in the Resident's loss of possession of his/her unit or home.
- 5.5 Crediting of Late Charges: Under appropriate circumstances, the Board shall have the authority to credit back any late charges, which may have been added to an Owner's account.
- 5.6 Hearings: Unit Owners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested, the owner will be given a written



notice informing him or her of a time and place where the Board of Directors will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within 5 days after the hearing and such decision shall be final.

## **SECTION VI - TRANSFER OF OWNERSHIP**

- 6.1 Important Documents: The Selling Owner must supply the New Owner with copies of the Declaration of Covenants & Restrictions, the By-Laws, and the Rules & Regulations of the Association so that they are aware of the provisions contained therein.
- 6.2 Notification: The Selling Owner must supply the Board of Directors and the Property Manager, if applicable, with the names and addresses of the New Owner, as well as a forwarding address and telephone number for themselves.
- 6.3 Requesting a Closing Statement: With 30 days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Board of Directors or Property Manager, if applicable. To receive a closing statement, residents must submit a request to the Property Manager. The Property Manager will be entitled to charge the current fee, including all rush fees for notice served less than 30 days, for this service in accordance with its contract as approved by the Board of Directors.

## **SECTION VII - PETITIONING FOR CHANGE**

- 7.1 Requests for Changes: The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration and the will of the majority of residents. Requests for changes can be made in writing through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes. Please remember that many of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the Declaration.