

# **THE QUARTERS HOMEOWNERS' ASSOCIATION RULES AND REGULATIONS**

**ADOPTED: APRIL 1, 1992  
REVISED: DECEMBER 1, 2007**

## **STATEMENT OF PURPOSE**

The Rules and Regulations of The Quarters Homeowners' Association are to assist homeowners, residents, and guests in their enjoyment of the properties, while also respecting the rights and privacy of all residents.

It is the responsibility of each homeowner to keep a well maintained home and its environs. The Board and the Managing Agent will work to ensure this responsibility is met by enforcing these Rules and Regulations.

## **I. GENERAL**

- 1.1 Each unit shall be used for residential use only. No commercial business shall be operated from any unit.
- 1.2 No trespassing is permitted on anyone's property by persons or pets without permission.
- 1.3 All residents are responsible for their own noise abatement, and for any disturbances created by their guests.

## **II. ARCHITECTURAL, Decks, Patios, and Windows**

- 2.1. No alterations/modifications to the home exterior are permitted without prior approval. If an owner would like to make an alteration/modification to the exterior of their home, he/she must make a request, in writing to , the Architectural Control Committee (ACC), including appropriate descriptive information such as pictures, specifications, color, materials, etc., as may be necessary to fully outline the request. ACC request forms may be obtained from the management company, or The Quarters internet website, [www.quartershoa.org](http://www.quartershoa.org). The ACC will make a recommendation to the Board of Directors who will make the final determination and issue a letter of approval or denial to the homeowner.

Any approved modification will be subject to final inspection by the ACC and/or the Board of Directors upon completion, to assure that the modification has been completed in accordance with the proposal, as approved by the ACC and Board of Directors.

Any modification/alteration made to the home exterior without prior approval may result in a fine of \$100.00 and accrued fines of \$25.00 per day until corrected to the Board's satisfaction. The Board reserves the right to restore any unapproved alteration/modification at the homeowner's expense.

- 2.2 Architectural standards have been approved for exterior alterations. ACC request forms may be obtained from the management company.
- 2.3 Changing the exterior color of any home is prohibited.
- 2.4 No item may be affixed to the home's exterior except a flagpole for displaying the flag of the United States of America.

### **III. LANDSCAPE**

3.1. No alterations/modifications to the flowerbeds or green areas are permitted without prior approval. This includes enlarging existing beds, creating new beds or removing existing beds and any encroachment on existing green areas, birdbaths, and lawn ornaments. If an owner would like to make an alteration/modification to the flower beds or green areas, he/she must make a request, in writing to the Landscape Committee (LC) including descriptive information such as pictures, specifications, color, materials, etc., as may be necessary to fully outline the request. LC request forms may be obtained from the management company, or The Quarters internet website, [www.quartershoa.org](http://www.quartershoa.org). The LC will make a recommendation to the Board of Directors who will make the final determination and issue a letter of approval or denial to the homeowner.

Any approved modification will be subject to final inspection by the LC and/or the Board of Directors upon completion, to assure that it has been completed in accordance with the proposal as approved by the LC and Board of Directors.

Any modification/alteration made to the flowerbeds or green areas without prior approval may result in a fine of \$100.00 and accrued fines of \$25.00 per day until corrected to the Board's satisfaction. The Board reserves the right to correct the unapproved alteration/modification at the homeowner's expense.

- 3.2. Flower boxes and flowerpots may be displayed from April 15 through and including November 15 or until the plants in the pots have expired.
- 3.3. Only flowers may be added to the existing beds without prior approval of the LC/Board of Directors and are to be maintained by the

homeowner/resident. If said items are not maintained, the Board of Directors may have the area returned to its original condition at the homeowner's expense. The LC and Board of Directors must approve additional plants, shrubs and trees.

- 3.4 All homeowners/residents are responsible for watering grass, shrubs and trees. Homeowners are responsible for ongoing maintenance (fertilizer, fungicide, etc.) of all shrubs and trees.
- 3.5. Homeowners are responsible for removal of dead or dying trees and shrubs from their property. If notice to the homeowner is not complied with, the Board of Directors may have dead or dying trees and shrubs removed at the homeowner's expense. All replacement landscaping will be done at the homeowner's expense.
- 3.6. Activities which may cause damage to the green areas are prohibited. Lawn furniture may be temporarily used on the greens on non-grass mowing days, but may not be left on the greens.
- 3.7 No pools may be placed on any part of the property; except small kiddie pools, which may not be left unattended.
- 3.8 Permanent, non-deciduous shrubs must be planted around air conditioner compressors to ensure year-round camouflage.

#### **IV. PARKING AND VEHICLE OPERATION**

- 4.1. Parking in front of mailbox areas obstructing normal delivery of mail Monday through Saturday is prohibited.
- 4.2. Vehicles on the street must be parked in the same direction as traffic.
- 4.3. Vehicles that are not currently licensed, inspected and regularly operated shall not be parked in the street or guest parking areas. All such vehicles will be towed away at the owner's expense and fines may be imposed.
- 4.4. Vehicles not currently registered and inspected shall not be parked on the street or in guest parking areas. If a vehicle will not be operated during a seven-day period, it must be parked in the homeowner's garage or driveway. Any vehicle parked on the street or in guest parking areas for more than seven consecutive days may be subject to fines and/or towing at the owner's expense at the discretion of the Board.
- 4.5. Car repairs are not permitted in driveways, roads or parking areas including flushing and draining of radiators, changing oil, or any other routine maintenance. Car washing is permitted.

- 4.6. Commercial vehicles are prohibited, including pickup trucks, with or without commercial lettering or signage, and, trailers of any kind, except when contractors providing services to Quarters residents are using such vehicles. Such vehicles may not be parked in any driveway, street, or guest parking area overnight.

Commercial vehicles are defined as follows:

Any vehicle that has a gross weight of 26,001 or more pounds.

Any vehicle designed to transport 16 or more passengers including the driver.

Any vehicle displaying any form of advertising (e.g. wording, telephone numbers, logos, signs) for a business or other organization.

Any vehicle with a commercial or truck license plate or registration.

Any vehicle with dual rear wheels.

Any vehicle with a hydraulic lift bed of any type.

Any vehicle utilized in trash collection.

- 4.7. Recreational vehicles are prohibited from overnight parking in driveways, streets, or guest parking areas. These include motor homes, motorcycles, boats, trailers and any vehicle not utilized on normal highways, e.g. all terrain vehicles, snowmobiles, water craft.
- 4.8. Maximum speed limit in The Quarters is 15 m.p.h.
- 4.9. During a snow emergency, all vehicles must be parked on driveways or in garages. Cars parked in the common parking areas must be moved to accommodate plowing.

## **V. PETS**

- 5.1. Pets are the responsibility of their owners at all times. Pets shall be limited to dogs, cats, fish, domestic birds, turtles, small house gerbils, & hamsters. No semi-wild animals or snakes are permitted.
- 5.2. No pet is permitted on any property except its own unless invited.
- 5.3. All dogs and cats must be leashed at all times when outdoors.

- 5.4. All pet waste must be immediately removed by the pet owner. This includes pet waste on the pet owner's property.
- 5.5. No permanent stake or other device may be attached or erected on a lot for the purpose of securing a pet, nor shall pets be tied to any exterior structure.
- 5.6. Any damage done to the greens, shrubs or trees by a pet will be repaired at the pet owner's and/or homeowner's expense.

## **VI. SAFETY**

Because we live in close proximity, we are responsible for our safety and the safety of others' lives and property.

- 6.1 Outdoor cooking may not be left unattended. Outdoor cooking or open flame is prohibited under any deck, awning or in any garage and is limited to the backyard.
- 6.2 Skateboarding and snowboarding are prohibited.
- 6.3 Tree climbing is prohibited.
- 6.4 Big wheels are prohibited.
- 6.5 Storage of any equipment containing gasoline or other flammables is limited to the garage.

## **VII. LEASING**

In accordance with Article VIII of the Declaration of Covenants and Easements, and Section 4.17, Paragraph (e) of the By-Laws of the Homeowners Association:

- 7.1. All tenants must be registered with the management company along with a copy of the existing lease.
- 7.2. All tenants must sign a copy of these rules, which are to be attached to and made a part of every lease.
- 7.3. Only occupants listed in the lease may occupy said premises. Names and ages of all occupants must be submitted to the management company, and, all autos registered with the same.
- 7.4. All new and renewal leases must have the following clauses:

“Lessee hereby agrees to be bound by all terms and conditions

contained in the Declaration of Covenants and Easements, By-Laws, Amendments and Rules governing the Homeowners Association, as shall apply to the unit leased hereunder”. This shall include all future revisions.

“Lessee further agrees that he shall not sublet or assign this lease.”

“Lessor has the right to terminate the lease if lessee does not conform to the rules, and lessee agrees that lessor has the right to demand possession within two weeks of the lessee receiving termination notice.”

- 7.5. Within ten (10) days of leasing any property, the unit owner must send a copy of the signed lease to the management agent.
- 7.6 Failure to comply with these provisions will result in fines.

**VIII. TRASH COLLECTION AND REMOVAL PROCEDURES**

- 8.1. All recyclable and trash items must be placed at the street curb on the designated collection day, except government holidays, in which case recyclable trash items will be collected the following business day. Recyclable items are to be placed in designated recycling containers, paper bags, or other suitable containers. All trash items (non-recyclable items) are to be placed in secure, self-contained and covered containers or securely tied trash bags. The use of disposable trash bags is encouraged to avoid obstructing mailboxes for mail delivery later in the day.
- 8.2. Trash and recyclable items may not be placed at the street curb for pickup before dusk on the day before the scheduled pickup.
- 8.3. Residents must make individual arrangements with a licensed trash contractor or other licensed contractor for the removal of any large trash items that contain hazardous materials (e.g. Refrigerators).
- 8.4. Christmas trees may be placed at the street curb for collection on the special collection dates scheduled by the management company.

**IX. MISCELLANEOUS SECTION**

- 9.1. Firewood shall be stored on a metal storage rack, which is elevated with metal legs, and stored only on the rear patio area. No more than one-half cord of firewood may be kept on the patio area at any one time. No firewood shall be stored on green areas.
- 9.2. No patio, deck or any other part of the lot may be used for storage of any item, except as itemized in these rules or in the Declaration of Covenants and Easements.
- 9.3. Garden hoses and sprinklers may be kept neatly stored on patios or in the shrubbery areas.
- 9.4. No commercial signs (e.g. Contactor signs, for sale signs, etc.) shall be placed or hung upon the exterior of any structure or on any freestanding stake or post. An exception is made for home security system signs.
- 9.5. Winter holiday (Christmas, Kwanza, Hanukkah) decorations may be displayed from Thanksgiving through and including January 15, weather permitting. When hanging lights care must be taken not to permanently damage the exterior structure or landscaping. Other seasonal decorations may be displayed no sooner than one week before the holiday and removed no later than one week after the holiday.
- 9.6. No exterior clothesline or drying rack shall be hung or used on any portion of the property.
- 9.7. No outbuildings shall be added to any property or lot, including, but not limited to, storage sheds, dog houses, temporary buildings or sheds, moving pods, basketball backboards or other structures.
- 9.8. No toys, bicycles, tools or any other item shall be left on any property unattended.
- 9.9. Garage doors must remain closed at all times when not in use.

**X. RULES AND REGULATIONS ENFORCEMENT PROCEDURE**

The Board of Directors of the Quarters Homeowners Association is vested with the necessary powers and duties to administer and manage the business, operation and affairs of the Property and the Association of property owners (“Association”), including, but not limited to the power to promulgate, distribute and enforce these rules; and the Association has a substantial interest in deterring violations of the Rules and Regulations, Bylaws and Declarations and enforcing compliance therewith.

- 10.1. Any homeowner may file a complaint of non-compliance by submitting it, in writing or by e-mail, to the management company for action.
- 10.2. The Board, or its management company, shall notify a property owner responsible for a violation of the rules and regulations of the Association in writing by letter sent regular US Mail to the non-complaint/delinquent property owner's last known address advising the property owner of the violation.
- 10.3. In the event the violation is not abated or corrected by the property owner within a specified period of time contained in the notice of violation, the Board may impose a fine of \$100 upon the property owner.
- 10.4. The Board, or the management company, shall notify the property owner in writing of the fine. If the fine is not paid within ten (10) days of the notice of fine, or if the violation continues, additional daily fines of \$25.00 may be imposed upon the property owner until the violation is abated or corrected.
- 10.5. Any fine imposed in accordance with these rules or regulations shall constitute a common expense assessment and a lien against the property owner, and shall be collectible in the same manner as provided in the collection of common assessments.
- 10.6. A property owner charged with a violation of the rules and regulations shall have the right to request a hearing before the Board or its designated committee by submitting such request in writing to the Board or the management company within ten (10) days of the date of the notice of violation. Daily violation fines, when applicable, may continue to accrue pending an appeal so long as the condition, which created the violation, continues to exist. In any event, the decision of the Board shall be final.
- 10.7. The fining procedure set forth in these rules shall not be exclusive of other rights and remedies available to the Board of Directors of the Quarters Homeowners Associations.

## **XI. ASSESSMENT COLLECTION PROCEDURE**

The homeowners of The Quarters Section at Chesterbrook have a substantial interest in collecting assessments in a prompt, orderly and consistent fashion; and the Board has established the following collection procedures:

- 11.1. Any common expense assessment, special assessment or other assessment as may be levied by the Board in furtherance of its duties shall be termed delinquent if not paid on the date when such assessment is due.

- 11.2. Common expense assessments' are payable monthly, in advance, and are due on the first calendar day of each month.
- 11.3. If an assessment remains delinquent for ten (10) days, a Notice of Delinquency shall be sent by ordinary mail to the delinquent property owner and a late fee of \$30.00 shall be added to the delinquent property owner's account. Additional late fees may be added each month to any delinquent property owner's account with a balance in excess of the property owner's monthly common expense assessment.
- 11.4. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the annual rate of eighteen (18%) percent, payable monthly at one (1 1/2 %) percent per month, including, but not limited to all late fees, charges, legal fees and costs.
- 11.5. If an assessment (including, but not limited to this paragraph and hereinafter all late fees, charges, interests, legal fees and costs), remains delinquent for sixty (60) days, a final Notice of Delinquency, shall be sent by ordinary mail to the delinquent property owner advising said owner of the balance in the owner's account and that legal action shall be instituted to collect the balance unless the account is brought current within ten (10) days of the date of said notice and the property owner shall bear the additional costs of collection.
- 11.6. If any assessments remain delinquent for sixty (60) days, the entire balance of the current fiscal year's assessment may be accelerated by the Board and declared due and payable in full within ten (10) days of the date of said notice.
- 11.7. If the assessments are not paid within seventy (70) days of the due date, the Board or its management company may notify the first mortgagee of the delinquency and will initiate appropriate legal action for the collection of the debt.
- 11.8. All assessments, costs and fees incurred in the collection of a delinquent account shall be the responsibility of the property owner.
- 11.9. Until all assessments, costs and fees are paid, all delinquent assessments shall constitute a real and personal liability of the property owner and shall be a charge and lien upon the delinquent property owner's assets.
- 11.10. A delinquent property owner (including, but not limited to family members, tenants or visitors occupying a residence) forfeits any right or privilege to serve on the Board, committee or as an officer or representative of the Association, and to vote at any meeting of the

Association.

11.11. The assessment collection procedures set forth herein shall not be exclusive of other rights and remedies available to the Board of Directors of the Quarters Homeowners Association.

THE BOARD OF DIRECTORS  
THE QUARTERS HOMEOWNERS' ASSOCIATION.  
Dated: NOVEMBER 1, 2007