

# PRESIDENTIAL COMMONS I HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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## FORWARD

Presidential Commons I is a concentration of single-family homes set in a multifamily townhome setting. The development consists of 36 townhomes. The members view all their common elements as an extension of their homes, and all users are invited guests. The common elements are not public spaces. Therefore, the common elements shall be used only for residential purposes by Presidential Commons I residents in a careful and respectful manner.

Each owner shall have the non-exclusive use of the common elements provided for the enjoyment of all homeowners, but subject to all rules as from time to time shall be established by the Board of Directors.

Each member is responsible for the compliance with Rules and Regulations by their family, guests, visitors, lessees, and others brought to Presidential Commons I.

## GOALS OF THE RULES AND REGULATIONS

It is the goal of these Rules and Regulations to provide reasonable guidelines for the residents at Presidential Commons I to provide the highest quality of residential townhouse living attainable.

The enclosed Rules and Regulations have been prepared with the residents' comfort and convenience as its priority. They have been established for the benefit of all members and your cooperation is paramount if their goal is to be attained.

The wishes and needs of the residents will always be given primary consideration when forming or amending the Association's Rules and Regulations by the Board of Directors.

## GENERAL REGULATIONS

1. No business activity of any kind, designed for profit or otherwise, shall be permitted on the Property, except that the Owner or Occupant may use his or her residence for the conduct of a home occupation as follows:
  - a. A home occupation is clearly secondary to the principal residential use of the Property.
  - b. The home occupation must take place in the principal structure, not within a garage or outside the dwelling walls.
  - c. No employees from outside the residence are permitted.
  - d. No signs are permitted unless approved by the Board of Directors.
  - e. No activity relative to the home occupation may be visible from the street.
  - f. No over the counter retail sales are permitted.
  - g. No separate entrance to home occupation activity area is permitted.
  - h. The Property may not be used for the general practice of the profession by a professional person.
  - i. Parking regulations contained in Article III below, and reasonable amendments thereto, apply to all Units used for a home occupation.
  - j. The home occupation shall not in any material way interfere with the use and enjoyment by the other residents of their Units or the Common Elements.

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- k. No violation of City zoning ordinances will be permitted.
2. Each Owner or Occupant shall comply with all applicable laws, ordinances and regulations and shall save the Association and other Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for any violation thereof.
3. No garbage cans, trash containers or other unsightly personal property shall be placed on the Common Elements, patios or areas of lots not occupied by a townhouse, nor shall anything be hung or shaken from the windows. Patios shall not be used for storage of any items of personal property visible from the street except for seasonal furniture.
4. No clothes, sheets, blankets, laundry or any other kind or articles shall be hung out of a townhouse or similarly exposed to view. No accumulation of rubbish, debris or unsanitary material shall be permitted, except in designated areas.
5. Refuse shall be placed in properly tied non-leaking garbage bags. Refuse shall not be placed on the curb before dusk the day prior to pick up. Loose papers and boxes shall be crushed into tight bundles. If the rubbish consists of packing cartons or crates, the Owner or Occupant shall arrange for pick-up of such packing cartons or crates.
6. The removal of refuse or litter left on the Common Elements by any Owner or Occupant, or guest thereof, shall be the responsibility of such Owner or Occupant. Owners and Occupants shall use their best efforts to prevent the Common Elements from becoming unsightly.
7. Damage to property caused by the moving or carrying of articles thereon shall be paid for by the Owner or person in charge of such articles. Damage to the exterior of the dwelling, to include, without limitation, garage doors and window screens may be repaired by the Association and the expense of such repairs shall be paid promptly by the respective Owner. If such repair expenses remain unpaid for thirty (30) days after billing, the Association may assess the repair expenses against the respective Unit according to the assessment procedures set forth in the Declarations and Bylaws of the Association. Damage to the property of others, including the Common Elements, resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the Owner or Occupant responsible.
8. No noxious or offensive activity shall be carried on in any townhome or on the Common Elements; nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants. No Owner or Occupant shall make or permit any disturbing noises to be made on the Property by family or guests.
9. Each Owner shall keep his lot in good state of cleanliness and repair.
10. No Owner or Occupant shall interfere in any manner with any portion of the common utility apparatus in or about the Property.
11. No radio, CB, television, or other antennae shall be installed by any Owner or Occupant anywhere on the property.
12. Owners and Occupants shall not place identification or other signs in any place on the Property, except in the directory or on the mailbox provided for the use of their townhouse.

13. No shades, awnings or window guards shall be used except as shall be approved by the Association. Draperies or curtains must be installed by each Owner or Occupant on all windows of his townhouse and must be maintained in such windows at all times.
14. Owner, Occupants or their guests (which may include contracted workers) shall not at any time enter upon the roof of any townhouse without the consent of the Association.
15. Nothing shall be done or maintained on the Property which will increase the rate of insurance for the Property or contents thereof. No Owner or Occupant shall permit anything to be done or kept in his townhouse or on the Common Elements which will result in a cancellation or increase in the cost of insurance on the Property or contents thereof, or which would be in violation of any law.
16. "For Sale", "For Rent" or "For Lease" signs may be displayed, so long as they are removed immediately once the transaction is finalized (not pending).
17. No additional building, tent, animal shelter or structure of any kind shall be placed, erected, kept or maintained on the Property without the prior written consent of the Association.
18. Unless the Association gives written consent in each instance, Owners or Occupants shall not install or operate any machinery, refrigerating or heating device or air conditioning apparatus, except for the common household appliances and existing equipment, in any townhouse, or use or permit to be brought into any townhouse any gasoline or other explosives or inherently dangerous articles. All mechanical or electrical equipment of any kind or nature installed or used in any townhouse shall fully comply with all the rules, regulations, requirements or recommendations of the Board of Fire Underwriters and other public authorities having jurisdiction.

## PET CONTROL REGULATIONS

1. The Northfield City Code requires that all dogs be licensed and under total restraint when out of the house or car. No dogs shall be permitted to run at large at any time. All fierce, dangerous or vicious dogs must be confined except when muzzled and under control of a competent person.
2. In Presidential Commons I, the following additional regulations apply:
  - a. Pet owner must pick up the droppings immediately after their pet has littered on the Common Elements.
  - b. Cats shall not be permitted to run loose.
  - c. Pets may not be tied, staked or chained on Common Elements or in any location where they can pose a hazard to people or will have access to Common Elements.
  - d. If the patio areas are used as pet exercise areas, any litter or urine must be cleaned up immediately to prevent the creation of a public nuisance (odor). Hosing down is not permitted.
  - e. Dogs shall not be permitted to urinate on decorative plantings, lampposts, steps or sidewalks.
  - f. Pets shall not be permitted to create an unreasonable disturbance (noise).

## MOTOR VEHICLES AND PARKING REGULATIONS

1. No motorized vehicles of any type shall be allowed on the Property, except on designated roads, garages and parking areas. Snowmobiling on the Property is prohibited.

2. No vehicle belonging to an Owner or Occupant, or their guests, shall be parked in such a manner as to impede or prevent ready access to any garage or other parking spaces. Each Owner or Occupant, and their guests, shall obey all parking regulations posted by the Association in the garage areas and any other traffic regulations promulgated by the Association in the future for the safety, comfort and convenience of the Owners and others using the Property.
3. No Owner or Occupant shall cause or permit the blowing of any horn from any vehicle in which such Owner or Occupant is an Occupant anywhere on the Property, except as may be necessary for safe operation thereof.
4. No vehicle shall be left standing anywhere on the Property in a nonoperative condition. No vehicle repairs will be permitted on the Property, except as may be permitted by the Board of Directors in writing. All vehicles must have current license tags.
5. The Association reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners. Recreational vehicles, trucks, vans and other vehicles (other than automobiles) rated at more than three-quarter ton will be parked in such manner and in such location as is permitted by the Board of Directors in writing or by posting areas set aside for this purpose.
6. Boats and/or boat trailers shall not be parked anywhere on the Property, except within a garage.

## MEMBERSHIP AND RENTAL REGULATIONS

1. Any homeowner contemplating the sale of their townhouse Unit shall inform the Board of Directors of such intent at the time the Unit is offered for sale. The Association will provide Association documents, a statement of unpaid Association fees or assessments and other information to the prospective buyer upon request in writing to the Board of Directors or designated person. A reasonable charge will be made for issuance of such information.
2. Upon purchase of a townhome the new owner shall become a member of the Association upon registering by informing them of name, address and evidence of interest in the Unit.
3. Policy Concerning Rental of Units
  - a. The homeowner must inform the Association with written notice to the Board of Directors, whenever they sublet their Unit. Information to be supplied to the Board. must include:
    - i. Copy of the rental/lease agreement.
    - ii. Name of renter and all occupants of the Unit.
    - iii. Term of rental agreement.
  - b. Term of rental agreement must be for a period of **not less than ninety (90) days.**
  - c. It is the homeowner's responsibility to supply a copy of the Rules and Regulations to the renter and ensure that the renter and occupants comply with all of the Rules and Regulations of the Association.
  - d. It is the Unit Owner's responsibility to handle all maintenance, repair, etc. within and upon the townhome and lot and to make sure that the renter fully understands that all matters regarding maintenance, repair, etc. are to be handled with the homeowner and NOT the Association and/or Association's Management Agent.
  - e. Any violation by a renter/occupant or their guests of the Rules and Regulations, Declaration and/or Bylaws of the Association will be brought to the attention of the homeowner by the Board of Directors of the Association. Upon notification from the Board of Directors the Unit Owner will cause the violation to be corrected within seven (7) days. In the event the violation reoccurs or

is not corrected within seven (7) days, the homeowner shall be required to pay an additional fee equal to the monthly maintenance fee for their Unit for each month during which the violation exists.

- f. If deemed necessary, the Board of Directors will discuss and review the violation and corrective action with the homeowner at its next regularly scheduled meeting or at a meeting specifically called for that purpose. At the time of the violation review with the homeowner, the Board of Directors must be satisfied with the corrective action or it will invoke its right to enforce termination of the rental agreement between the Unit Owner and their renter and demand the vacating of the premises by the renter within thirty (30) days of notice to the Unit Owner from the Board of Directors.
- g. The Association will enforce its rights to levy additional fees or to terminate a rental agreement with all legal remedies available to the Presidential Commons I Homeowners Association, its Board of Directors, and all other residents as provided in the Rules and Regulations, Declarations and Bylaws of the Presidential Commons I Homeowners Association, and by law.

## ARCHITECTURAL AND EXTERIOR REGULATIONS

### 1. Architectural and Exterior Regulations

- a. No modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Unit or exterior of the buildings without prior written approval by the Board of Directors or by a Design Review Committee composed of three or more representatives appointed by the Board of Directors.
- b. Approval shall not be given until plans and specifications showing the nature, kind, materials and location of the same shall have been submitted to the Board of Directors or Design Review Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.
- c. The Board of Directors or Design Review Committee shall approve or disapprove the request within sixty (60) days from receipt by the person designated by the Association to receive such requests, or in the event of no designation, the President. In the event the Board of Directors or its designated committee fails to approve or disapprove said plans and specifications have been received by the designated representative of the Association, approval will be automatically given, and this article shall be deemed to have been fully complied with.
- d. The Board of Directors retains the right to submit any request to the members of the Association at a Special Meeting called in pursuant to the Bylaws. Such meeting shall be called within thirty-five (35) days from receiving the request in accordance with this article.
- e. In the event that no notice of default of compliance of this article is given or legal action to enjoin any modification, decoration, change or improvement has been commenced within six (6) months of completion thereof approval will be automatically given, and this article shall be deemed to have been fully complied with.
- f. If the Association prevails in any action brought pursuant to this article, it shall be entitled to recover from the other party reasonable attorney's fees and costs incurred in connection with such action, and the recovery shall be a lien against the owner's lot and a personal obligation of the owner.

## COMPLIANCE AND ENFORCEMENT OF RULES AND REGULATIONS

1. Each member is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and others the member brings to Presidential Commons I.
2. Losses or damages to common element spaces, grounds, fixtures or machinery caused by a member or by his guests, visitors, lessees or other person brought to the Presidential Commons I shall be replaced or paid for by the member involved.
3. Any owner/occupant can report an infraction of the established rules and regulations to the Board of Directors or Management. Any request for enforcement by a member/resident must be submitted in writing to the Board of Directors for review and recommendation. It is suggested that owner/occupant attempt to resolve their differences between themselves if possible before contacting the Board of Directors.
4. The Board of Directors reserves the right to amend, alter or cancel any of these rules and to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all residents of the complex.