

# CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION

## Rules & Regulations

These Rules & Regulations will be adopted and placed into effect at the board meeting **Tuesday, May 7th, 2024**. Homeowners must comply immediately.

CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

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## CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

### Preface

Each buyer of property within Chesapeake Commons is bound by the governing documents of the Association which include the Declarations of Covenants and Restrictions (“Declarations”) as well as the Association By-Laws (“By-Laws”). This Association shall be bound by the requirements of the Common Interest Community Association Act (765 ILCS 160/1-1 et seq.).

These Rules & Regulations have been adopted with the intent of providing the residents of Chesapeake Commons Homeowners Association with a practical plan for day-to-day living. Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declarations and By-Laws, which exist for the benefit of our community and help to maintain our property values.

Unless the Board 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.

This is your Association, and these are your rules. Homeowners who oppose a particular rule or regulation can request changes be made in writing through the Property Manager. Annually, the Board will consider all requests for changes in good faith.

## Introduction

The following Rules & Regulations flow from the Declarations of Covenants and Restrictions. It is not the intent of these Rules and Regulations to be a substitute for the Declarations or By-Laws.

Should conflict occur between the provisions of applicable law (federal, state, or local), the Declarations, By-Laws or the Rules & Regulations, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By- Laws, and the Rules & Regulations, in that order.

These Rules & Regulations are binding to all Homeowners, Residents, their Families and Guests. The Homeowner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages.

The provisions of these Rules & Regulations can only be amended by a vote of the Board of Directors in an open meeting.

Owners are responsible for being familiar with all the rules and regulations of the Association, including all the restrictions and covenants contained in the Declarations and By-Laws.

## Definitions

### **Association**

Refers to Chesapeake Commons Homeowners Association (CCHA), an Illinois not-for profit corporation, and its successors and assigns.

### **Board of Directors**

Consists of members of the community elected by the Association. They are responsible for the direction and administration of the Chesapeake Commons Homeowners Association. Each member of the Board shall be an owner and shall reside on the property.

### **Declarations**

Abbreviation which refers to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements that has been recorded with Kane County against all properties within Chesapeake Commons. The legal document that creates the plan for the Association and provides for restriction of owner's rights and deed covenants. The document setup the owners/association relationship and binds property owners both present and future.

### **Common Area**

Refers to all portions of Chesapeake Commons Homeowners Association Real Estate as specified in Article I of the Declarations.

### **Resident**

Any individual living in a Dwelling Unit including the Owner and the Owner's immediate family.

### **Office Manager/Property Manager**

A professional hired by the Board of directors to manage the day-to-day affairs of the Association. See CCHA website for contact information.

### **Properties**

All real property described in Exhibit A of the Chesapeake Commons Homeowners Association Declarations.

### **Visitor Parking**

Refers to any visitor designated parking space.

### **Visitor**

Refers to persons who have no ownership, leasehold, or possessory interest in any Townhouse Unit in the Chesapeake Commons Homeowners Association.

### **Short Term Parking**

Parking of operable automobiles and private vans for periods not to exceed 72 consecutive hours.

### **Long Term Parking**

Parking of operable automobiles and private vans for periods that exceed 72 consecutive hours.

### **Owner/Resident/Occupant Parking**

Refers to the exclusive use and possession by an Owner, Resident, or Occupant of one(1) garage parking space and one (1) open parking space transferred to the grantee of the Townhouse Unit.

### **Owner/Resident/Occupant**

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Refers to the record owner, resident or occupant that has an ownership or possessory interest in a Townhouse Unit pursuant to a deed or a written lease-agreement. The term "occupant" includes minor children and relatives by blood or marriage to those persons possessing a deed to a Townhouse Unit or a written lease agreement granting possession of a Townhouse Unit.

\*For additional definitions please see the Declaration of Covenants, Conditions, Restrictions and Easements for The Chesapeake Commons Homeowners Association.

## Rules

### General

Owners are required to maintain any keep in good repair the foundation of their townhouses.

Smoking shall be prohibited within the Common Area of the Association Property.

Each owner shall be solely responsible for abatement of pests from within, on, and under the owner's townhouse unit, including eaves, gutters, and under decks and patio's, at each owners sole cost and expense.

Written permission must be obtained to install security cameras.

Security cameras cannot be affixed to the townhouse unit or association property.

No electric bikes, scooters, cycles, segways, or other motored means of conveyance of any kind or description may be driven, ridden, or otherwise used on any Common Area of the Association.

Owners are required to produce and maintain insurance covering their townhouse for one hundred percent (100%) of the insurable value with a deductible not to exceed one thousand dollars (\$1,000) and which names the Association as an additional insured.

Swings are not allowed.

### Pets

All dogs shall be always on a leash when outside the townhouse unit and on Association property. At no time shall pets be left unattended when outside the townhouse unit on Association property.

No pet shall be left leashed, tethered, or otherwise secured in any manner and to any item outside the front of the townhouse unit.

A pet may be leashed, tethered, or otherwise secured, but not affixed to Association property, if and only if a resident is present outside the back of the townhouse unit with the pet, and the pet does not encroach on exclusive use property of another townhouse unit.

### Drones

No owner, occupant, or any family member or guest of either, shall operate a drone in such a way that it may reasonably be considered to be a threat, hazard or nuisance to any person lawfully on Association property.

### Harassment

No member (nor any family member, guest, or tenant thereof) may question, direct, order, interfere with, or harass any contractor hired by, on Association property at the invitation of, or performing work for, or on behalf of the Association.

The Association will not tolerate discrimination or harassment of any kind for any reason.

## CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

### Decks and Patios

Decks and patios are to maintain and keep in good repair the foundations of their townhouses. No repairs or modification can be made to any oversized deck or patio without written consent from the board.

Any townhouse unit with an oversized deck or patio must return it to the original size if the unit is sold, gifted, or otherwise transferred to a third party.

Each owner of a townhouse unit with an oversized deck must keep the deck fully insured at the owners sole cost and expense.

To repair or modify an existing deck or patio, contractor plans must be submitted to the Board for written approval.

### Windows and Doors

Written permission must be obtained when replacing Townhouse Unit windows.

- Windows must be white in color, double hung and have grids.
- Storm Doors are required, must be white in color and must be at least  $\frac{3}{4}$  glass.
- Doors must be painted white in color or match the shutters.
- 

No window air conditioning units are allowed.

Doors and Door Frames are a homeowner responsibility. The Homeowner is responsible to pay for all work regarding doors, frames and kick plates caused by improper hanging of doors, or water damage.

At the time of residing, owner pays for decorative trim, Association pays for labor. If trim is in disrepair, Homeowners pays for replacement and labor.

### Garages

Owners are required to maintain and keep good repair the interior of their designated garage spaces. Garage spaces are not to be used for storage of any kind and must at all times fit an automobile. The Association shall not fund or pay for any repair or replacement of garage dividing walls.

### Electric Vehicle Charging

When charging electric vehicles, only single phase, level 1 EVC's (120V) standard plugs are allowed, and vehicles may only be charged in the garage using the nearest outlet to your assigned stall.

Any owner or resident wishing to utilize their assigned garage space for EVC must notify the Association through the property manager and will be charged a monthly usage fee of no less than fifty dollars (\$50). In no event shall any owner, resident, and/or guest charge a vehicle in any open parking space or portion of the real estate other than a garage space.

### Rental Restrictions

All rental or leasing of townhouse units is prohibited for owners taking a deed to a Townhouse Unit in Chesapeake Commons Homeowners Association effective August 28, 2002 and thereafter. Existing owners or contract purchasers that owned Townhouse Units in Chesapeake Commons Homeowners Association prior to August 28, 2002 may lease his or her unit so long as that record owner continues to own the unit and otherwise is in full compliance with the terms of the Declarations and By-laws. Upon the sale, assignment, or transfer of a unit, for any reason, this exception to the no rental provision is terminated and no additional rentals are allowed.



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Every allowed lease for the Townhouse Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions, and easements of the Declarations and By-laws.

### Satellite Dishes

A satellite earth station ("satellite dish") may only be installed once prior written notification is given to CCHA by filing with the Property Manager, a written notice properly signed by the unit owner. Failure to provide prior notice through the submission of the signed application, or failure to install the satellite dish according to the following guidelines will result in a fine that will be levied against the unit.

The Association requires prior written notice to ensure that the installing owner is aware of the safety concerns and structural integrity requirements involved in the placement and installation of a satellite dish. A satellite dish must meet the requirements of the applicable FCC rules and guidelines. In addition, the signature on the application provides the acknowledgment of the unit owner's responsibilities and liabilities for damages or injuries caused by the satellite dish. Only a Townhouse unit owner may request permission to install a satellite dish. Tenants, contract buyers, or other household members that are not owner(s) may not install a satellite dish unless the unit's owner properly signs the notice.

The FCC indicated a satellite dish may be installed on the Townhouse unit owner's roof, or exclusive use area of a balcony, deck, or patio, if the dish does not extend beyond the balcony railing or patio/deck edge. The satellite dish may not be installed with brackets or other devices onto the exterior walls of any Townhouse unit. Satellite dishes may not be installed in any common area, or on any object in the common area.

Once a satellite dish is installed, and to ensure the safety of residents and visitors and the structural integrity of the common roof system, the Townhouse Unit owners must pay a reasonable fee for an inspection of the installed dish to ensure proper installation. If, in the opinion of the inspector, improper installation has occurred, proper reinstallation must transpire at the sole expense of the Townhouse Unit owner. Repair of any damage done by the improper installation and/or wiring of a satellite dish is the sole financial responsibility of the Townhouse Unit owner.

Any damage done to any person or property due to a falling/swinging/moving or during installation of a satellite dish, regardless of whether the dish was properly installed and regardless of whether it was inspected by the CCHA approved inspector, is the sole liability of the Townhouse unit owner.

### Parking

It is the responsibility of the owners, residents, and occupants to inform their guests of the parking rules.

The Board of Directors or Property Manager reserves the right to tow unauthorized vehicles in any numbered parking location, upon the complaint of the owner of the numbered location.

Any vehicle in which is parked in violation will be given 24-hour notice to remove the vehicle or item immediately or it will be subject to penalties and fines.

To report any parking violations, please email or call the CCHA office during normal business hours at (630) 208-0369. The Property Manager must have a description of the vehicle, the license plate number, and the location.

**Any vehicles parked in fire lanes will be towed immediately without any warnings.**

## CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

Once a vehicle is towed, it is the Townhouse owner's responsibility to pay all fees and fines to the Association.

### Owner/Resident/Occupant Parking

Owners, occupants, or resident tenants may not be prevented from the use of an assigned garage or numbered space. Nonresident Unit Owners are not allowed to use either the garage or numbered space associated with the Unit(s) that they own. No verbal or written contractual agreement to withhold the parking rights from their resident tenants are allowed.

Parking areas, garages, and driveways are reserved only for "operable automobiles and private vans". Specifically excluded from these areas are campers, RVs, commercial trucks, buses, motorcycles, trailers, commercial vans, snowmobiles, all watercraft, and boats. All vehicles using these parking areas must be properly licensed and stickered in accordance with city and state laws. No parking area may be used solely for "storing" any type of vehicle or other personal property.

Residents have one numbered parking space and one garage space in which to park. Residents may not have exclusive use of visitor parking spaces. If any resident has more than two vehicles, they are to park any additional vehicles on Chesapeake Way or Geneva Drive.

### Visitor Parking

Visitor Parking spaces are for short-term parking for visitors of Chesapeake Commons owners, residents, or occupants, and are not to be used for regular or long-term parking of any vehicle. There are a limited number of visitor parking spots for the use of all the units in a particular court.

### Parking During Snow. Removal

At such times when snow removal efforts commence, all vehicle owners must move their vehicles away from numbered spots and visitor parking spots. The driver may sound their horn to let owners, residents, occupants, and visitors know that vehicles need to be removed.

### Snow and Ice Removal on Townhouse Unit Steps and Sidewalks

Townhouse Unit owners are solely responsible for removing unnatural accumulations of ice and snow from their own unit steps and unit sidewalks. Owners must use the ice melter to control unnatural accumulations of ice and snow on their property.

### Clubhouse Rental Rules

All of the following rules apply to the Resident and guests ("Resident"). It is the "contracted homeowners" responsibility to inform their guest of the following rules. Sunday – Thursday event must end by 10:00pm, Friday & Saturday event must end by 11:00pm. CCHA's rules regarding the use of the Clubhouse are as follows:

1. Clubhouse reservations will be taken on an availability basis through the CCHA Calendar of Events page or email office at [ccha1490@sbcglobal.net](mailto:ccha1490@sbcglobal.net). Signed agreement and payment received are required 72 business hours prior to event.
2. Any Resident is prohibited from using the clubhouse for profitable purposes.
3. Gambling in any form is prohibited.
4. NO ALCOHOL SHALL BE SOLD - in or about the facility.

## CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

5. BARBEQUE GRILLS - (Gas or Charcoal) are allowed in the front of the Clubhouse and must be 15 feet from any structure.
6. The Clubhouse and Pool are a smoke-free facility. The Resident may only do so outside, 15 feet from the facility.
7. The Resident is responsible for curtailing any offensive noise or activity as to not disturb other residents, their guests, CCHA employees or surrounding neighbors. Loud music is not allowed.
8. The Contracted Homeowner shall be personally responsible for any and all damages to the premises during the period of use and will be charged accordingly for any repairs or professional services needed.
9. Cancellation fee of \$50.00 will apply for any cancellation less than 72 hours.
10. The Contracted Homeowner is required to be at event for the duration of event, from setup to teardown.
11. The Contracted Homeowner is responsible for cleaning Clubhouse to acceptable standards. A checklist will be posted in the kitchen.
12. This agreement may not be assigned, transferred, modified, or amended without the express written consent of the Association.
13. All persons shall use the clubhouse or pool at their own risk and in conformance with all Rules and Regulations. The Contracted Homeowner shall be personally responsible for any personal injuries sustained by the Resident and shall indemnify and hold the Association harmless for any claim, controversy, or causes of action arising from any acts, errors or omissions of the Resident, guests or assigns in any way arising out of the use of the Clubhouse Facilities.
14. In the event of breach of this Agreement, the Contracted Homeowner shall be liable for all Association's costs, expenses, and attorney's fees incurred in the enforcement of any of the provisions of this Agreement. In the event of unforeseen circumstances or just cause, the Association reserves the right to cancel or terminate this Agreement. Termination of this Agreement by the Association will result in refunding all monies paid by the Contracted Homeowner under this Agreement.
15. Homeowners are restricted from exclusive rental of clubhouse by date (i.e.: every Sunday at 9am). A homeowner may only rent the clubhouse up to two times a month so as not to preclude other homeowners of the Association from having a right to rent the clubhouse at any specific date or time.
16. Parking for the use of the Clubhouse or pool is restricted to street parking on Chesapeake Way or Geneva Drive. The Residents may not use the numbered or visitor spots in the surrounding courts.
17. The Contracted Homeowner is responsible for supplying all their own kitchen supplies. All garbage must be bagged before being placed into large garbage bins.

**THIS AGREEMENT DOES NOT GUARENTEE EXCLUSIVE USE OF THE POOL.**

During pool season, if the pool is open, the contracted homeowner may have guests in the pool provided the contracted homeowner is present on the pool deck with their guest AT ALL TIMES. Authorized users of the pool will take priority in case of an overcrowded situation at the pool. The contracted homeowner may be asked to limit their number of guests at the pool or in the pool area in accordance with occupancy restrictions.

The contracted homeowner and their guests must abide by all of the Clubhouse Rental Rules and pool rules. Violation of any of these rules will void the Reserving of Clubhouse Contract. The voiding of the contract may cause immediate termination of the event, and/or additional restitution to be determined by the Board of Directors.

### Landscaping

Under the discretion of the Board of Directors, a homeowner may be charged for the installation or removal of trees, bushes, shrubs, and/or sod.

Solar and/or landscaping lights or any other item (i.e. plants, flowerpots, etc.) damaged by contracted vendors will not be replaced by the Association.

No trees smaller than 1.5 inches in diameter can be planted on CCHA property and all trees must be planted by an employee or contractor of CCHA.

Tree species and location must be approved by the Board.

Residents may plant vegetables in back or side beds but NO Vegetable gardens in front yard beds.

Anyone who drives holes, screws or nails into the CCHA trees will be held responsible for the health and well-being of those trees. If trees become sick or dying due to the injuries on the tree, the resident will be required to pay for the treatment, value and or removal of a sick or dying tree, to be determined by our Arborist and Attorney.

The Association does not reimburse residents for mulch, grass seed, sod, soil, trees, bushes, plants, or flowers that they do on their own.

### Garbage

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage bags, recycle bins, regular landscape waste and other similar items must be stored in your garage. Garbage bags, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than dusk the night before collection day and returned to your garage by the end of collection day. Garbage cans or bins may not be stored on patios or decks.

### House Numbers

House numbers must be placed in accordance with any applicable ordinances of the City of Geneva. All house numbers must be clearly visible to emergency and official vehicles.

## CHESAPEAKE COMMONS HOMEOWNERS ASSOCIATION RULES & REGULATIONS

### Lighting & Holiday Decorations

Holiday lights and decorations shall only be displayed from November 15th through Jan 31st but may not be illuminated after January 15th. The post-Holiday removal date may be extended at the sole discretion of the Board of Directors in response to weather conditions.

Lights and decorations for holidays falling outside the above dates may be displayed from three weeks prior to the holiday to one week after.

No decorative lighting can be displayed outside of the holiday parameters on the front of the Townhouse unit. Decorative lighting can be displayed on the back of the Townhouse unit as long as it not affixed to the unit itself.

### Noise

It is not allowed 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 limits of CCHA. Whether a noise constitutes a nuisance shall be determined by a majority opinion of the Board.

### Nuisance

No portion of the properties shall be used, in whole or part, for the storage of any property or item(s) 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, or material be kept upon any portion of the properties that emit foul or obnoxious odors or that will cause any noise or other condition that may 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. Whether a nuisance exists shall be determined by a majority opinion of the Board.

Items such as lawn furniture and BBQ grills are allowed on patios and decks.

No compost piles may be created on any properties.

### Signs

Permanently installed signs are subject to review and approval from the CCHA Board of Directors.

The following are allowed without prior Board approval for the stated limited applications:

- a. "For Sale" signs are limited to one standard type "Realtor" or commercially available "By Owner" and must be placed consistent with section 9.05 of the Declarations.
- b. Special occasion signs \_such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and only exceed standard size limitations and may be placed only on the front lawn.
- c. One (1) GARAGE SALE sign is allowed. The sign shall not exceed four square feet per face. The sign shall not be put up more than twenty-four (24) hours prior to the event and must be removed upon the close of the event. The sign should be no closer than 15 feet from the curb, street line, or street intersection. Placement of garage sale signs shall follow all City of Geneva ordinances.
- d. Signs are not allowed on common areas.
- e. Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities / events outside of CCHA are expressly prohibited on both private property and common areas.

## Vandalism

Any acts of vandalism to common areas should first be reported to the Geneva Police Department and then to the Property Manager so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Homeowner, Tenant, Family Member and/or Guest will be billed to the Homeowner. The Board of Directors also reserves the right to file a civil action for property damage against all negligent parties.

## Radon Remediation

Owners may have radon detection tests or radon remediation work done on their units, however, all radon detection testing, radon remediation-work, etc. will be done exclusively at the expense of the Townhouse Unit owner and not at the expense of CCHA.

Owners who decide to pursue any type of radon related work, service or remediation at CCHA must first notify the Property Manager.

You must acquire written permission from the Board through the Property Manager before any foundation, roof or wall cutting, wall separation for ventilation or any other purpose may be performed. If leaking becomes a problem due to any type of radon related work, the Association is not responsible for related leaks and/or damage. Any damage sustained to any unit, limited common area or common area by way of radon related work is the sole responsibility of the Townhouse Unit owner that initiated said work.

All piping to vent any system must be white in color, vented above the roof line and placed as inconspicuously as possible.

## Violations and Fine Policy

### Notice of Violation ("N.O.V.")

Written Warnings and Violation Notices are issued by the Board through the Property Manager to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees, or pets to commit a violation when one of the following occurs:

- The Association receives a Witness Violation Complaint.
- The Association receives a letter of complaint, which includes all of the following:
  - the name, address, and phone number of the complaining witness,
  - the owner's name and/ or address where the alleged violating person resides,
  - the specific details or description of the violation including date, time, and location where it was alleged to have occurred.
- A Board Member issues a witness statement based on observation.

N.O.V. for the first offense of a particular rule will be sent via email or by US Mail within 10 business days of the report of the alleged violation. The notice will be considered properly delivered if not returned to sender within ten (10) days of the date of mailing. The warning will include specifics of the alleged violations as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule.

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A written request for a hearing to contest the warning must be made within 10 business days after receipt of the Written Warning.

### Hearings

Provided the N.O.V. recipient has properly requested a hearing; this person 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 complaint. At that time, the N.O.V. recipient will have the right to be represented by counsel, to present evidence and to cross-examine witnesses at the hearing. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging Violation may be present. The decision of the Board or its duly authorized committee shall be rendered in writing within five days after the hearing and such decision shall be binding upon all parties.

### Penalties & Fine

Declaration, By-Laws and Rules and Regulations Violations that occur within a one-year period, the fines are as follows:

- a. 1st offense -Written Warning
- b. 2nd offense -Fine of \$130.00
- c. Fines of continuing nature -\$20.00 per day

In the event of any violation of the Rules & Regulations, Declarations or By-Laws of the Association, the Board of Directors reserves the right to pursue all legal remedies to compel enforcement, legal and equitable. All costs and attorney's fees shall be assessed back to account of the offending owner.

\*The Board is granted discretion to determine the appropriate fine up to \$300.00 per month as necessary depending on the circumstances of a particular violation and the number of other violations the Owner has received within the last year. The remedies described herein are not exclusive.

Hearings with the Board may be requested in writing via US Mail or email to [ccha1490@sbcglobal.net](mailto:ccha1490@sbcglobal.net)

### Maintenance Assessments

- Maintenance Assessments are collected monthly due and payable to CCHA on the first day of each month.
- A late charge of \$25.00 per assessment month will be added to invoices that are unpaid by the tenth day of each month.
- The Association will waive the first late fee of each calendar year.
- The Board of Directors will utilize CCHA's attorney to pursue all unpaid assessments, with all reasonable attorneys' fees and court costs charged back to the delinquent account.
  - An account is considered delinquent when two or more monthly assessments are unpaid, or an account is 60 days past due.
- The Board of Directors will record an assessment lien against Townhouse Units that have unpaid assessments due and owing to the Association.
- 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 in writing, the owner will be given a written notice information him or her of the 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 five days after the hearing and such decision shall be final.

All fees associated with collection of delinquent assessments are subject to change or increase at any time without notice.

**EXHIBIT A**  
**WITNESS VIOLATION COMPLAINT FORM**

WITNESS/HOMEOWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

NATURE OF VIOLATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LOCATION: \_\_\_\_\_

PERSON COMMITTING VIOLATION: \_\_\_\_\_

DESCRIPTION OF PERSON COMMITTING VIOLATION: \_\_\_\_\_

VEHICLE LICENSE PLATE: \_\_\_\_\_

TYPE OF VEHICLE (MAKE AND MODEL): \_\_\_\_\_

\_\_\_\_\_

WITNESS SIGNATURE      DATE

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FOR OFFICE USE ONLY

DATE RECEIVED: \_\_\_\_\_ BY: \_\_\_\_\_