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# THE TOWN HOUSE CONDOMINIUM ASSOCIATION

## Rules and Regulations

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2020

THCA BOARD

718 South 7<sup>th</sup> St, Springfield, IL 62703



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# **The Town House Condominium Association Rules and Regulations**

## **I. DEFINITIONS**

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In the event a term is used in these Rules which is not defined herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Condominium Property Act, the Declaration, or the By-laws, or in its common usage within the Association, or in its commonly understood meaning as indicated by both the context, in which it is found and by its dictionary definition, wherever it first may be found.

- A. Act – The Illinois Condominium Property Act, as amended from time to time.
- B. Association – The Town House Condominium Association, an Illinois not-for-profit Corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- C. Board – Board of Managers or Board of Directors of The Town House Condominium Association. These terms may be used interchangeably.
- D. By-laws – The By-laws of The Town House Condominium Association which may be amended from time to time hereinafter.
- E. Charge – Where a Notice of Violation charges the Unit Owner with violation of these Rules and Regulations.
- F. Committee of the Board of Directors or Board of Managers – Any committee established by the Board of Directors or Board of Managers of The Town House Condominium Association.
- G. Common Expense or Assessment – Any amount the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges, expenses or assessments which are otherwise levied pursuant to the Condominium Property Act, Declaration, By-laws or the Rules and Regulations.
- H. Common Elements or Association Property – Common elements of the Association as defined in the Act or in the Declaration and any other property which the Association has a right to possession of under the Operating Agreement.
- I. Damage and Costs – Reimbursement for out-of-pocket costs or damage including attorneys' fees and costs, resulting from violations of the Rules and Regulations, not intended to be penal. Charges for costs or damage are authorized by the Association Declaration and By-laws.







- J. Declaration – Declaration of Condominium Ownership for The Town House Condominium Association as it may be amended from time to time hereinafter.
- K. Fine – A levy for violation of these Rules and Regulations, which is intended to be penal. Fines are authorized by Section 18.4(1) of the Condominium Property Act.
- L. Lease - A written agreement between the owner of a unit and one or more named tenants for the tenant(s) to occupy that unit for a specific period of time at a specified rent. Leases must be approved by the Board of Directors.
- M. Lease Extension – Agreement between the owner of a unit and a tenant to extend the period of time and/or change the specified payment under a previously existing lease between the owner and tenant. Lease extensions must be approved by the Board of Directors.
- N. Managing Agent or Manager – The person or entity, if any, who has been employed by the Association to manage the day-to-day administration of the Property in a manner directed by the Board. Any reference in the Rules and Regulations to the “Management Office” shall be deemed to mean the Managing Agent or Manager or Board of Directors.
- O. Meeting of Board of Managers – Any gathering of a quorum of the members of the Board of Directors or Board of Managers held for the purpose of conducting Board business.
- P. Member of the Association – A Unit Owner.
- Q. Occupant or Resident – Any person who resides on the property, including families of Unit Owners and tenants of Unit Owners, and including any Unit Owners as the context so indicates.
- R. Property – All the real property against which the Declaration has been recorded, including any improvements thereon.
- S. Rules or Rules and Regulations – The Rules and Regulations of the Association (sometimes referred to as “Rules”) as adopted, pursuant to the powers of the Board and amended from time to time thereafter.
- T. Unit – Portion of the property which is owned personally by a Unit Owner.
- U. Unit Owner – The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit including a contract purchaser. In the event title to any Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes; and they shall be





responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under these Rules and Regulations against such Unit.

V. Violation – The act of not complying with these Rules and Regulations and governing documents.

W. THCA – Town House Condominium Association

Approved: 12.18.2019





## II. USE AND OCCUPANCY RESTRICTIONS

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### A. OCCUPANCY RESTRICTIONS

#### 1. Residential Use and Occupancy

- a. Each Unit shall be used as a residence and for no other purpose.

#### 2. Occupants of Units other than Owner(s) or Tenant(s)

- a. Guest Registration Form-When required. A Guest Registration form shall be completed by both the Unit Owner and each authorized occupant for each person, other than owners or tenants, who is occupying the unit for more than ten days where the owner or tenant is also occupying the unit.
- b. Guest Registration -Agreement to Abide by Rules. The form shall be developed by the Board and shall include but not be limited to the following:  
i) the name of each person who will be occupying the unit under the Guest Registration Agreement, ii) the relation of the occupant to the Unit Owner, iii), the expected duration of the occupancy; and iv) that no rental fees will be paid by any persons occupying the unit under the Guest Registration Agreement. In addition, the Occupant(s) shall each agree to abide by the Association Rules and Regulations, Declaration and By-laws, and shall obtain from the Management Office a current copy of the Association Rules and Regulations, and sign a receipt agreeing to be bound by the Rules and Regulations. If the receipt is not on file within 24 hours of arrival, a warning notice will be issued and after seven (7) days a fine will be issued.
- c. Guest Registration Agreement-Right of Association to Evict when Not Filed. Where no agreement form has been filed with the Association, the Association shall have the right to bring an eviction against such occupant(s) or pursue other legal remedies, at the discretion of the Board.

#### 1. Maximum Persons per Unit

The maximum number of individuals allowed to reside in a unit is as follows:

Three Bedroom units:	five (5)
Two Bedroom units:	four (4)
One Bedroom units:	two (2)
Efficiency units:	two (2)

\*Any lease or Guest Registration Form shall state the maximum number of persons that will be occupying the unit.

Approved: 12.18.2019

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## **B. ASSESSMENTS AND ENFORCEMENT POWERS OF THE BOARD**

### **1. Payment of Assessments**

During the period of time person(s) are Unit Owners, each shall be personally liable for such assessments as levied by the Association. Full payment of the monthly assessment, work orders and any other fees are due on or before the first day of each month. Any Unit Owner who has not fully paid all assessments and other fees billed by the Association by the seventh (7<sup>th</sup>) of the month is in default and will be assessed a late fee. Please refer to the current fee schedule. Any attorneys' fees and court costs to the Association with respect to fines or collections are also the responsibility of the Unit Owner and will be added to the total amount due.

### **2. Returned Checks**

Returned Check Fee. Payments will not be credited and a fee will be added for all returned checks. Please refer to the current fee schedule. The fee schedule is reviewed annually and subject to change. A returned check may also trigger a late fee for late assessment payment. If two returned checks are received within a twelve months period, the Association reserves the right to require further payments by certified or cashier's check, money order or wire transfer until further notice.

### **3. Past Due Accounts – Allocation of Payments**

Payments received for a past due account will be applied to the outstanding balance.

### **4. Unpaid Assessments – Liens – Judicial Remedies.**

- a. The amount of any unpaid assessment or fine, together with penalties, legal fees, other collection costs and other fees/fines thereon as provided for in the Declaration, By-laws, the Illinois Condominium Property Act and these Rules and Regulations constitutes an automatic lien on the defaulting Unit Owner's interest in his/her unit and its respective percentage of the common elements. The Unit Owner shall also be personally liable for such amounts.
- b. Generally, where a Unit Owner has not paid assessments or fines, a suit will be filed under the provisions of the Forcible Entry and Detainer Act for a judgement for the unpaid assessments or other fees and charges and its costs and attorneys' fees, and to evict the defaulting Unit Owner from possession of his/her unit.
- c. The Association also has a right to file a suit to foreclose on its lien for unpaid assessments or fines. A lien foreclosure action, like a mortgage action can result in the sale of the unit.

### **5. Association Remedies for Violation.**

The violation of any condition, restriction, rule or regulation adopted by the Board or the breach of any covenant or provision of the Declaration, By-laws, and/or







Condominium Property Act shall give the Board the following rights in addition to other rights:

- a. In cases where the immediate life safety or the integrity of the building is threatened, the Association has the right to enter the unit and to summarily abate and remove, at the defaulting Unit Owner's expense any structure, object or condition that occasions such violations or breach.
- b. In cases where the immediate life safety or integrity of the building is NOT threatened, the Association has the right to enjoin or remedy the breach or violation by appropriate legal proceedings or such other action as the Board deems appropriate.
- c. To maintain an action for possession of the unit as provided by law.
- d. To impose a fine after notice and an opportunity for the Unit Owner to be heard in front of the Board of Directors.
- e. To levy the amount of any damages or costs incurred by the Association, including attorney fees and staff time, or any other Unit Owner as a result of a violation or breach. Attorneys' fees incurred by the Association may be assessed without specifically obtaining a prior judgement.

\*Nothing in these Rules and Regulations shall prohibit the Association from taking more than one action in response to a particular violation. Please refer to the current fee schedule. The fee schedule is reviewed annually and subject to change.

**6. Notice to Terminate Ownership Interest for Continuing Violation.**

If any Unit Owner either by his/her own conduct or by the conduct of any other occupant of his/her unit violates the Act of any of the provisions of the Declaration, By-laws or regulations adopted by the Board and if such default or violation continues for 10 days after written notice from the Board to the Unit Owner of such violation or request to cure, or if such violation or breach occurs repeatedly during any 10-day period following such notice, the Board has the power to issue to the defaulting owner a written notice terminating the rights of said defaulting owner to continue as a Unit Owner and to continue to occupy, use or contract his/her unit. The Board may file an action in equity for a decree of mandatory injunction against such defaulting owner or occupant, or alternatively, for a decree of termination and an order providing for judicial sale of the defaulting owner's interest in his/her unit and its percentage of the Common Elements. This order will enjoin and restrain said defaulting owner from reacquiring his/her interest at such judicial sale. The Board may, but is not required, to give the Unit Owner the opportunity for a hearing prior to taking legal action.

**7. Attorney Fees and other Expenses of Enforcement**

All expenses, including attorneys' fees, incurred by the Association or by the Board in enforcing the provisions of the Declaration, By-laws and the adopted Rules and Regulations shall be assessed against the defaulting Unit Owner and shall be paid by said owner, or at the Board's election, where appropriate, shall be paid from the





proceeds of a judicial sale of said unit. Attorney fees incurred by the Association may be assessed without specifically obtaining a prior judgment.

Approved: 12.18.2019





## C. EMERGENCY PLAN

The objective of the emergency evacuation plan is to provide each resident and staff member with written guidelines in order to maximize resident and staff safety and to provide a course of action to follow in the event of an emergency condition which would jeopardize the safety of any person in the building.

Fire and Weather Emergency Drills will be held and records of such will be retained in accordance with the rules of the Springfield Fire Department.

Safety and Evacuation Plans will be reviewed or updated annually or as necessitated by changes in staff assignments, occupancy, or the physical arrangement of the building.

Residents are responsible for the safety of their visitors.

Do not leave your unit for any length of time without extinguishing any and all burning candles.

Be alert for potential emergencies:

1. If you smell smoke, report immediately to staff or emergency responders.
2. If you notice any unusual or suspicious conditions, immediately report it to staff. You can call the Town House office at 217-544-7491.
3. Plan ahead! Familiarize yourself with the locations of the stairwells and fire equipment on your floor. The fire alarm signal is a continuous, loud, wailing sound.

\*\*Weather emergency alerts come via the city's outside sirens. Since it is possible that not everyone will hear the weather sirens, we recommend that everyone sign up for free weather alerts via the City of Springfield's website. You can choose which alerts you wish to receive and if you wish to receive the alerts via e-mail or text:

<https://public.alertsense.com/SignUp/?regionid=1201>

\*Refer to the "Fire/Weather Emergency Instructions" document for specific instructions.

Approved:12.18.2019







## SOME THINGS TO REMEMBER DURING AN EMERGENCY EVACUATION:

1. **DO NOT PANIC. REMAIN CALM.**
2. If it is safe to leave your unit, promptly do so and use the safest avenue for leaving the building. Any delays will jeopardize your safety and the safety of other residents.
3. All residents must evacuate by way of stairwells. Elevators are unsafe in an emergency. Loss of power will disable the elevator.
4. In case of a fire, residents should gather at the back of the Town House parking lot (by the guest parking spaces).
5. Residents who are unable to evacuate must immediately call 911 to tell them you cannot evacuate and exactly where you are. Do this even if you see emergency vehicles/personnel on the street below.
6. Do not obstruct or hinder emergency personnel.
7. Do not attempt to re-enter the building until the fire department indicates it is safe to do so.
8. In the event of a weather emergency, residents should immediately move to an interior room with no windows or proceed to the South hallway. Do not move into the North hallway since it contains windows. It is unnecessary to move to the basement.
9. Remember that all rules and regulations regarding usage of common areas remain in effect.

Approved: 12.18.2019







## Fire / Weather Emergency Instructions

### Fire Emergency

The fire alarm signal is a continuous, loud, wailing sound.

**DO NOT PANIC. REMAIN CALM.**

Before you leave your unit:

1. Extinguish all candles.
2. Turn off all appliances.
3. Close windows and exterior doors.
4. Feel the door with the back of your hand. If the door does not feel warm to the touch, you may open the door and leave.
5. If the door feels warm to the touch, do not attempt to open it. Stay in your unit and do the following:
  1. Stuff the cracks around the door with towels, rags, bedding, or tape and cover vents to keep smoke out.
  2. Call 911 to tell them you cannot evacuate and exactly where you are. Do this even if you can see fire apparatus on the street below.
  3. Wait at a window and signal for help with a flashlight or by waving a sheet.
  4. If possible, open the window but do not break it. You may need to close the window if smoke rushes in via the window.
  5. Be patient. Remain calm. Wait for rescue which can take some time.
6. If the door is not warm to the touch, brace your body against the door while staying low to the floor and slowly open it a crack to check for the presence of smoke or fire in the hallway.
7. If there is no smoke in the hallway or stairwells, follow your building's evacuation plan.
8. If the alarm has not yet sounded, manually pull the fire alarm located in the hallway and call 911. You should already be familiar with the location of the hallway alarms. Do not assume anyone else has already called.
9. **DO NOT** use elevators!
10. If you encounter smoke or flames on your way out, immediately return to your unit and follow steps 1-5 above.
11. Gather at the back of the residents' parking lot.

Once you are outside of the building:

12. Stay out. Do not go back inside for any reason.
13. Tell the fire department if you know of anyone trapped inside the building.
14. Re-enter the building only after the fire department indicates it is safe to do so.

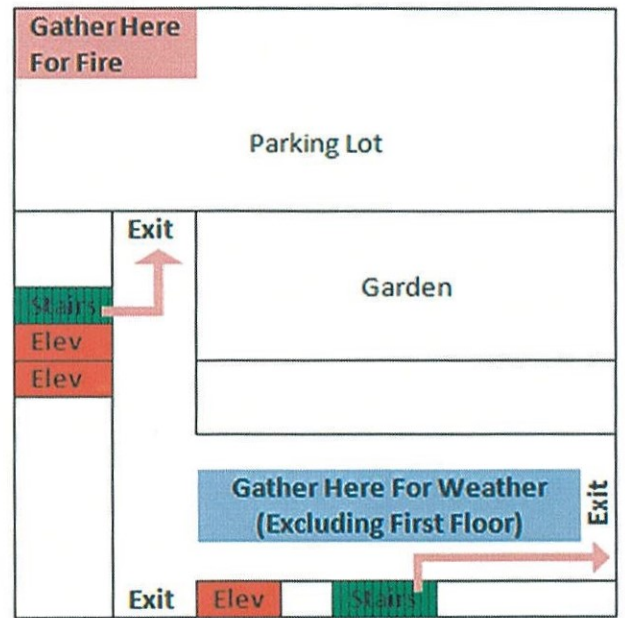
NOTE: Residents are responsible for the safe evacuation of their guests.

### Weather Emergency

Weather emergency alerts come via the city's outside sirens.

1. Since it is possible that not everyone will hear the weather sirens, we recommend that everyone sign up for free weather alerts via the City of Springfield's website. You can choose which alerts you wish to receive and if you wish to receive the alerts via e-mail or text: <https://public.alertsense.com/SignUp/?regionid=1201>
2. In the event of a tornado / high wind alert, move to an interior room with no windows or into the south hallway where there are no windows. There is no need to evacuate to the basement.

### Emergency Evacuation Map



#### In Case of Fire:

If you are able to evacuate, move quickly to the stairwells and exit by the nearest exit on the first floor. **DO NOT** use the elevators.

#### In case of weather:

Move to an interior room or corridor (South Hallway) where there are no windows.





#### **D. LANDSCAPING**

1. Any sod or other property damaged through neglect or abuse shall be replaced at the expense of the Unit Owner who is responsible.
2. Unit Owners are not permitted to alter, change or add to the landscaping of the Common Property.
3. Unit Owners are responsible for debris thrown or placed on the grounds or damage to landscaping.
4. No personal barbeque grills may be used on Common Property.

Approved: 12.18.2019







## **E. LEASING RULES**

### **1. Notification of Intent to Lease – Documents Required**

Unit Owners of The Town House Condominium Association (THCA) who intend to lease their units must comply with specific requirements for the welfare and protection of all Unit Owners and are responsible for the actions of their tenants. Unit Owners who intend to lease their units must submit the following supporting documents to the Board of Directors prior to the tenant taking possession of the unit:

- a. Evidence of payment of the applicable Move-In fee required in the Move-In Fee section of these Rules and Regulations, evidence of payment for applicant's background check, and an up-to-date credit score.
- b. Lease application form for each lessee titled THCA Application for lease. Form available at the Town House office.
- c. A copy of an executed Condominium Unit Lease form must be submitted to the Board of Directors for all unit rentals prior to occupancy by the tenant. Completed lease form must contain applicant's email address.
- d. A signed acknowledgement by each prospective tenant that he/she has received a current copy of the Rules and Regulations and governing documents, has read and understands them, and agrees to be bound by them.

### **2. Verification of Information in Lease Application**

The Association reserves the right to verify the information set forth in the documents filed with the lease.

### **3. Limitation of Leasing – Terms – Subleases – Variances**

- a. No initial lease shall be for a term of less than one year. Units are NOT allowed to be rented on a daily, weekly, or short-term basis or used as a vacation rental. Any violation will be fined as scheduled and the Board reserves the right to implement eviction proceedings. All costs associated with eviction will be billed to the Unit Owner.
- b. Subleases must be approved by the Board of Directors.
- c. No unit shall be rented to any tenant or tenants who have refused to be bound by the THCA Declaration, By-laws and Rules and Regulations.
- d. As an alternative to the filing of a new lease, a Unit Owner who intends to extend a current lease must provide written notification to the Board of Directors 30 days prior to expiration of current lease. Lease extensions are subject to THCA Board of Directors approval.
- e. A copy of all executed leases and lease extensions shall be filed with the Management Office.
- f. Failure to comply with the Rules shall subject the Unit Owner to legal action by the THCA. Any and all attorneys' fees and costs shall be assessed against the Unit Owner.

Approved:12.18.2019





## **F. MOVE-IN AND MOVE-OUT**

### **Move-In and Move-Out Fees**

A Move-In fee of \$150.00 is payable at the time of application and prior to possession of the unit. A Move-Out fee of \$150.00 is payable on the first day of the last month of occupancy. Any additional fee or any damage to the common elements incurred as a result of the Move-In/Move-Out shall be billed to the Unit Owner. The Move-In/Move-Out fees shall be applicable for all Unit Owners and tenants. No portion of such fees shall be refundable.

### **Hours for Move-Ins and Move-Outs**

Move-Ins and Move-outs shall be scheduled through the Management Office. A completed reservation form is required. No Move-In/Move-Out may start earlier than 8:00 a.m. nor completed later than 6:00 p.m., Monday through Saturday. Move-Ins/Move-Outs shall be conducted through the service entrance only. Unit owners or tenants must provide their own moving equipment. THCA staff is not allowed to assist with Move-In/Move-Out activities.

### **Approved Move-Ins – Keys/Cards – Use of Elevators**

Until the Unit Owner or prospective tenant fully complies with the requirements for the Sale and Purchase of Units, the Leasing Rules or Certificates of Occupancy, the THCA shall not provide any entrance keys, cards or the elevator for Move-In or other services.

Approved: 06.30.2020







## **G. SALE AND PURCHASE OF UNITS**

### **1. Notification to Management Office – Prior to Closing Date**

- a. Prior to closing the current Unit Owner or realtor must provide the following:
  - 1) The executed contract signed by the seller and buyer or his/her agent.
  - 2) Credit score of prospective purchaser(s).
  - 3) Approval for a Background check of prospective purchaser(s).
  - 4) Application for residency of prospective purchaser(s).
  - 5) Applicable Move-In/Move-Out fees and the fee for the Background Check.
- b. Once the information, documents and fees required by this section have been provided to the Management Office:
  - 1) Requests for “paid assessments letters, Disclosure Statement or the preparation of any other information for a prospective purchaser regarding the condominium and the unit will be provided to the Unit Owner, including copies of the Declaration and By-laws, a statement of assessments, fees or other charges which are outstanding and unpaid on the unit, copies of the annual budget, any other information authorized by the Illinois Condominium Property Act, and information which the THCA is required to disclose involving the condominium Common Elements pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992.
  - 2) Requests for such documents must be made to the Management Office at least 15 business days in advance. The fee for such documents, including the Assessment letter, Condo Declaration, By-laws and Rules and Regulations of the Association shall be charged to the Unit Owner.

### **2. Notification to Management Office - Prior to receiving keys**

The new Unit Owner(s) shall notify the Management Office of the change in ownership of the unit and provide the following:

- a. The date of the closing;
- b. The name, address, home, office, and cell phone numbers, and e-mail address of each new Unit Owner and on an Association approved form:
  - 1) If the unit is held in trust, the name, address and home and office phone number of each beneficiary and the designation of the beneficiary(s) authorized to communicate on behalf of the trust with the Association with respect to the requirements of the Declaration, By-laws and these Rules and Regulations.
  - 2) If the unit is held by a corporation, the name, address and home and office phone numbers of the officer(s) authorized to communicate on behalf of the corporation with the Association with respect to the requirements of the Declaration, By-laws and these Rules and Regulations.
  - 3) If the unit is held by a partnership, the name, address, and home and office phone numbers of the partner(s) authorized to communicate on behalf of the partnership with the Association with respect to the requirements of the Declaration, By-laws and these Rules and Regulations.
- c. A copy of the closing statement.





- d. Name and address of any mortgagee or lien holder of the unit. When the mortgagee(s) or lien holder(s) has not provided an address of notice purposes of the Association, then such notice may be sent to the mortgagee(s) or lien holder(s) which is named as insured on the master policy of insurance which exists on the common elements. If a Unit Owner fails or refuses to inform the Board in connection with the recording of a mortgage or trust deed either in connection with the purchase of a unit or as required under this subsection then that Unit Owner shall be liable to the Association for all costs, expenses and attorney fees and such other damages, if any incurred by the Association as a result of such failure or refusal.

Approved:12.18.2019





## **H. RESIDENTIAL RECORDS**

### **1. Unit Owner(s) – Contact information**

The current name(s), residential address(es), home, office and cell telephone numbers and e-mail address(es) of all Unit Owners shall be maintained in the Management Office at all times. Any changes must be submitted to the office as soon as changes are made.

### **2. Unit Owner(s) and Occupant(s) – Essential Information**

In the event of a building emergency, (e.g., fire, flooding, etc.) or a medical or other emergency, it is essential that the following be on record and kept updated:

- a. Current home, office, and cell telephone numbers, and e-mail address(es) of the Unit Owner(s);
- b. Name(s) of those other than the Unit Owner residing in the unit and home, office and cell phone numbers, and e-mail address(es);
- c. Name(s), phone numbers, address(es), and e-mail address(es) of others that may be contacted in case of any emergency.

### **3. Unit Owner(s) and Occupant(s) – Additional Voluntary Information**

In addition, each Unit Owner or Occupant is encouraged to provide any additional information which may be helpful in dealing with a medical or personal emergency.

Approved:12.18.2019







## **I. PUBLIC AREAS**

### **1. Obstructions to Public Areas**

The public corridors, elevators, and stairways shall not be obstructed or used for any other purpose than for ingress to or egress from Units. Nothing shall be left in the corridors, including footwear, doormats, deliveries, cartons, etc. Temporary deliveries such as newspapers, water, etc. are permitted.

### **2. No Attachments to Exterior of the Building**

In order to protect the safety of owners, residents and guests and those below, and provide a uniform appearance, nothing shall be attached which extends over or beyond the edge of the building or balcony. Items that could become airborne should be securely restrained.

### **3. No Drilling**

No drilling into concrete or other balcony surfaces is permitted.

### **4. No persons playing in the Common Areas**

No one shall be permitted to play or loiter in any of the common areas if their actions would potentially cause damage, disruption or safety concerns to others. Children must be accompanied by an adult at all times.

### **5. Theft or Vandalism of Association Property**

No person shall take or vandalize any portion of the Association property or represent to any vendor that he/she has authority to charge the Association for the cost of any goods or services for which that person does not have express written authority.

### **6. Reward for Identifying Vandal of Association Property**

The Board of Directors shall have the authority to grant a reward to any person who brings forth information leading to the identification and apprehension of person(s) removing or otherwise vandalizing any portion of Association Property. If the offender is a Unit Owner or Resident, the Association shall have the authority to require that person to appear before a Hearing panel of the Board. If the Board determines that the individual has violated this Provision, the Board has the authority to levy a fine. The amount levied against such person shall include the cost of such reward in addition to the amount of any fine, legal expense and the cost of restoration of the Property.

### **7. Lobby**

The Association has an obligation to protect the health and safety of Unit Owners, Residents and Guests and to protect against damage to the lobby.

- a. No Unit Owner, resident, guest or any other person may use skates, roller blades, skateboards or any other such apparatus or bring a bicycle into the lobby.
- b. Any Unit Owner, resident or guest or any other person who carries food, an open beverage can or open bottle in such a manner as to damage any portion of the lobby or lobby furnishings shall be liable to the Association for such damage.
- c. No eating is allowed in the lobby except at THCA sponsored events. Residents are encouraged to use the Colonnade Room.







- d. Residents and their guests must be properly dressed when using Town House common area. Shoes must be worn at all times. Night wear and revealing clothing are prohibited.
- e. No Unit Owner, occupant, guest or any other person may use the lobby for deliveries by vendors or to transport furniture, packages or other items which are larger or heavier than could be transported by a single person without prior consent by the office.

#### **8. Common Elements**

- a. No Unit Owner, resident, guest or any other person may use skates, roller blades or skateboards. Such Unit Owner shall be subject to a fine and shall be liable for any damage caused by such activities.
- b. Any Unit Owner, resident, guest or any other person who carries food, beverages or other substances in such a manner as to damage any portion of the common elements shall be liable to the Association for such damage.
- c. No smoking shall be permitted in the Association lobby, hallways, stairwells, elevators, office, library, Colonnade Room, laundry room, restrooms or any other common elements.
- d. No use of equipment for purposes other than that intended. Water closets, lavatories, kitchen sinks and other apparatuses shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other improper articles be thrown into the same. Any damage resulting from misuse of these areas or apparatus shall be the responsibility of the Unit Owner in which the misuse occurs.
- e. No gas or charcoal grills are allowed on balconies or in the garden area.
- f. No Unit Owner, occupant, guest or any other person is allowed to coordinate and/or facilitate group tours of the building without Board of Directors approval. Functions not approved by THCA are not allowed.
- g. In order to protect the security and safety of Unit Owners, occupants and guests, there shall be no distribution of restaurant and other commercial brochures, circulars or other literature in and through the common elements except on the laundry room bulletin board.

#### **9. Unit Doors – Fronting on Corridors**

- a. Each door shall contain a door knob and door closer each of a type approved by the Association.
- b. Original door hardware, including door knob and associated hardware must be left intact if present. Replacement hardware, if needed, must be approved by the Association.
- c. With the exception of reasonable religious objects, seasonal wreaths/floral arrangements or decorative objects nothing else shall be placed on the exterior of any door or door frame without approval of the Association.
- d. THCA has the authority to require removal of any object deemed offensive.

Approved: 12.18.2019





## **J. NON-PUBLIC AREAS**

- 1. No Installation of Heating, Air Conditioning equipment or storage of Hazardous Materials.** All interior light and interior heating apparatus (including fireplaces) shall be electric only. Flammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosive or articles deemed hazardous to life, limb or property are prohibited.
- 2. Electrical Wiring Overloading**  
No Unit Owner, occupant or guest shall overload the electrical wiring of the building.
- 3. Balconies – Installation of Carpeting/Other Covering**  
No carpeting or other floor materials shall be installed on any balcony without the prior written approval of the Managing Agent in accord with the Board's direction.
  - a. The Board of Directors may permit installation of outdoor carpeting or other floor material on the balcony concrete if the balcony has a membrane surface. Any covering installation must be approved by the THCA Board.
  - b. A Unit Owner will be fined and charged for the cost of restoring the balcony if he/she installs a covering in violation of these procedures.
- 4. Balconies – Items or Structures Maintained, Stored, Secured or Thrown From**
  - a. Nothing shall be dropped or thrown from balconies, specifically including but not limited to firecrackers, lighted matches, or cigarettes.
  - b. No dirt, debris, dust, snow, ice or water shall be swept off the edge of balconies.
  - c. No items other than outdoor furniture and decorative foliage shall be placed or stored on balconies. This includes but is not limited to cardboard boxes, refrigerators, household appliances and other unsightly items.
  - d. Storage containers are permitted if no more than 24" high.
  - e. No structure or item may be attached to the building structure or may be attached to the balcony railing in any way that extends above the top of a balcony railing or overhangs a balcony railing. Because of the possibility that structures or other items may be blown or fall off the balcony, the Unit Owner shall be responsible for ensuring that all structures or other items are secured.
  - f. An occupant may display holiday lights on his or her balcony between November 20<sup>th</sup> and January 7<sup>th</sup> provided that such lights are small, of limited illumination or intensity and are securely attached to the inside of the balcony railing. Under no circumstances may halogen, neon, laser, strobe, fiber optics blinking or other lights of high intensity or illumination be displayed or maintained on any balcony. To ensure the comfort of all residents, balcony lights are allowed from dusk to 10:00 p.m. nightly.
  - g. Any damage resulting from the improper storage, use or attachment of any item on a balcony or the failure to follow any municipal safety requirements shall be the responsibility of the Unit Owner.
  - h. No Unit Owner or occupant shall display or hang any sheets, blankets, laundry or other articles outside his/her unit.







- i. No wood burning apparatuses are allowed.
- j. No Unit Owner, occupant, guest or any other shall sit on balcony rails.
- k. All rules pertaining to balconies also pertain to garden units.

**5. Balconies and Other Portions of the Common Elements – Alterations**

- a. No alteration of any portion of the common elements or limited common elements including the balconies, or any additions or improvements thereto shall be made by any Unit Owners without the prior written approval of the Board of Directors.
- b. With respect to changes to the balconies, the Board has applied the following standards:
  - i. The exterior of any balcony door installed or painted shall be the same color as the balcony. Any screen or storm door installed or painted shall be white.
  - ii. Any cost of re-conforming any alterations, additions or improvements to the common element or limited common elements shall be charged to the Unit Owner. If the time of an Association employee is used to re-conform such alterations, additions or improvements, the time of such employee shall be charged to the Unit Owner. The Board, at its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the Unit Owner.

**6. Balcony Storm Door Repair or Replacement**

- a. Where a balcony storm door has been damaged or deteriorated so that it may cause damage or injury to the Limited Common Elements or any other unit and a qualified person has determined the balcony storm door should be repaired or replaced, the Association is authorized to require the Owner of the unit to which the balcony storm door is attached to repair or replace that balcony storm door at the Unit Owner's expense and in compliance with Unit Renovation Requirements.
- b. The Association shall give the Unit Owner thirty (30) days written notice to repair the balcony storm door or to replace it with a new storm door, in each case conforming to the requirements of this Section. Should the Unit Owner fail or refuse to comply within the thirty (30) day period or such extension of time as the Association may reasonably grant the Unit Owner, the Association shall have the authority following notice to access the unit for the purpose of repairing or replacing the balcony storm door and charging the Unit Owner for all costs incurred by the Association in repairing or replacing the balcony storm door, including materials and labor. If the time of any Association employee is used to repair or install the storm door, the time of such employee shall be charged to the Unit Owner. The Board, at its discretion, may employ an outside contractor to perform such work, in which case the cost of that contractor's work shall be charged to the Unit Owner.

Approved:12.18.2019







## **7. Association Access to Units**

- a. The Association shall be entitled to reasonable access to individual units and the limited Common Elements as may be necessary for maintenance, repair or replacement of any portion of the Common Elements, Limited Common Elements or individual units for making emergency repairs necessary to prevent damage to the Common Elements, Limited Common Elements or individual units or for the purposes of enforcement of these Rules and Regulations.
- b. Where possible, in the absence of an emergency, the Association shall provide the resident of the unit reasonable notice prior to such entry. In the absence of an emergency, advance notice should be given for a subsequent appointment for access.
- c. Any Unit Owner, tenant or other occupant of a unit shall be entitled to request identification from any agent or employee of the Association or any cable television or other contractor prior to permitting them access to the Unit.
- d. The Association reserves the right in the event that failure or refusal to reasonably provide access to a unit results in damage, additional costs to the Association or damage to the Common Elements or any other unit or any other expense, to assess the amount of the damage or injury to the Unit Owner.
- e. In the event emergency entrance to a unit is required, the Association has the authority to enter the unit without prior notification to the Unit Owner, tenant or guest.
- f. Town House staff member or representative shall notify the Unit Owner that he/she had to enter the unit because of an emergency.

## **8. Smoke/Heat Detectors**

- a. No Unit Owner or tenant shall remove or disable any smoke/heat detector in his/her unit. In the event that the smoke or heat detector sounds an alarm the resident should notify security as to whether there is an emergency or whether this was a false alarm. In either event the resident should not tamper with the device but rather allow an Association representative to enter the unit to reset the device.
- b. No Unit Owner or tenant shall attempt to relocate the smoke/heat detector installed in their unit during remodeling without the written permission from the THCA.

Approved:12.18.2019





### **III. USE RESTRICTIONS**

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#### **A. NOISE**

##### **1. Noise Prohibition**

No unit resident shall make or permit any unreasonable noises in the building by themselves and their family, friends, contractors, or do or permit anything to be done by such persons that will unreasonably interfere with the rights, comfort or convenience of other Unit Owners and occupants of the building. Such unreasonable noises include but are not limited to noises from audio/visual devices or amplified devices, musical instruments and other sources in condominium units or on balconies and elsewhere in the common elements. Exceptions are:

- a. Association approved home improvement projects undertaken personally by the Unit Owner(s) that create excessive noise are allowed between 8:00 am and 5:00 pm Monday through Friday. Excessive home improvement project noise is not allowed on Saturday or Sunday or holidays.
- b. Approved projects undertaken by contractors in Units that create excessive noise are allowed during the hours approved for that contractor's work and not allowed on Saturday or Sunday or holidays.
- c. THCA approved events or projects.

##### **2. Noise Violations – Notice**

- a. Where a Unit Owner or tenant receives notice of a first violation of the Noise Provisions of these Rules, the Manager shall apprise such persons that the Rules provide that a second violation will result in the levying of a fine against the Unit Owner.
- b. The Manager shall include in any such warning letter a statement of the fines to be levied for future violations which shall be the responsibility of the Unit Owner.
- c. When a second or subsequent complaint regarding these Rules is made against the Unit Owner, tenant or occupant within one year of a previous warning, Management shall have the authority to send out a notice of violation and fine to the Unit Owner. If more than one year has passed since the previous warning with no complaint having been made, the fine record shall be deemed to have been cleared.

#### **B. PETS**

1. No dogs, cats, birds, fish or reptiles or any other animal may be kept on the premises or any part of the building or grounds. Town House visitors/guests may not bring pets into the building.

Approved:12.18.2019





### C. LAUNDRY

Washers and dryers are not permitted in the Units. Coin operated washers and dryers are available in the laundry room in the basement. A switch on the south wall of the laundry, located to the right of the dryers, controls power to the dryers. **This switch must be left in the on position for the dryers to register coins and operate.** Coins deposited while the power to the dryers is off will not purchase time. If no other dryers are in use when you finish turn the power to the dryers off.

1. The laundry room is for the exclusive use of Town House residents and/or their personal assistants to launder personal clothing, etc. No one is allowed to use THCA washers and dryers to launder any items used in an outside business.
  - a. All precautions should be taken to keep the laundry room as clean as possible for the mutual benefit of all users. Items containing human feces and/or vomit should not be washed in the THCA laundry room.
  - b. Lights, and irons should be turned off when not in use.
  - c. Shoes must be worn at all times.
  - d. Laundry can only be taken to laundry room by use of the Service elevator or stairwells.
  - e. Grocery carts located in the service area shall not be used to transport laundry.
2. Theft of clothing and/or Laundry supplies  
Any person found to have taken any clothing or laundry supplies belonging to any other owner, tenant or resident shall be fined and/or subject to criminal prosecution.
3. Damage to washers, dryers or the laundry room by a Unit Owner, tenant or occupant will be charged to the Unit Owner.

Approved L12.18.2019







## **D. UNITS INTERIOR AND EXTERIOR MODIFICATIONS**

1. Each Unit Owner shall maintain his/her unit in good condition and in good order and repair at his/her own expense and shall not do or allow anything to be done to such unit which may endanger other residents, the building, or common elements.
  - a. All window coverings visible from the exterior must be uniform throughout the building. All Vertical blinds must be properly sized, in operable condition, free of stains and missing pieces, and the exterior-facing side of the blinds must be white in color. The THCA has the authority to require Unit Owners to replace any blinds that do not conform to these requirements.
  - b. No Unit Owner or Resident shall display, hang, store or use any clothing, sheets, blankets, laundry or any other articles outside or inside his/her Unit which may be visible from the outside of his/her unit other than THCA approved white vertical blinds.
  - b. Reflective sunscreen tinting on windows is not allowed and must be removed if already in place.
  - c. Before inserting picture/mirror hangers, a Unit Owner or resident is requested to check with the building Manager for concealed wiring, plumbing, etc.

### **2. Exterior Modifications**

Except as otherwise provided in the sections of the Rules and Regulations relating to balconies, in order to provide uniformity and to protect the health and safety of persons using the property, no Unit Owner shall:

- a. paint, decorate or adorn the outside of his/her unit or any portion of the common elements or limited common elements.
- b. install outside his/her unit, on any portion of the common elements or limited common elements, any canopy, awning, outside radio, television, antenna or other equipment, fixtures or items of any kind without the prior written permission of the Board or the Managing Agent, acting in accord with the Board's direction.

Approved: 06.30.2020





## **E. MAILBOXES**

1. The U.S. Postal Service delivers to mailboxes that are located to the left of the front entrance. The key for the U.S. Postal service box is transferred from Unit Owner to Unit Owner and such transfer should be completed at the time of closing or lease. Residents will need to arrange for the forwarding of mail with the U.S. Postal Service. The postal service will leave parcels too large for the mailboxes at the front desk. Other carriers deliver packages to the Town House office. Town House staff will notify the recipient when there has been a delivery. Recipient will have to sign an acknowledgement receipt when the parcel has been picked up. Owners must contact USPS to replace keys.
2. Local mailboxes located behind the counter in the Town House lobby must be used for any and all unsolicited handouts. If at any time this method for distributing information becomes a nuisance, it will be discontinued.

Approved:12.18.2019





## **F. TRASH, GARBAGE OR OTHER WASTE**

1. Trash, garbage and other waste should be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the Rules and Regulations. Residents shall not allow garbage or waste to accumulate in their units.
2. All garbage must be disposed of promptly. Hoarding is prohibited.
3. Garbage chutes are provided for the use of the residents at convenient locations on each floor for the disposal of trash **ONLY**.
4. No volatile or highly flammable materials shall be disposed of through the use of such chutes.
5. No glass jars or bottles or broken glass or heavy items can be disposed of through the garbage chutes. Such items can be placed in the recycle area by the service elevator on each floor.
6. All refuse, garbage, etc. disposed of through garbage chutes **MUST** be in tightly secured plastic bags. Any person not securing garbage in plastic bags will be fined.
7. **Large Item Disposal**  
Disposal of large items is the responsibility of the owner.
8. **Materials Disposal**
  - a. *Combustible*. No lit cigars, cigarettes, hot coals, matches or any other smoldering material shall be placed in garbage chutes. Placing these may cause smoke or fire damage and is a serious fineable offense.
  - b. *Construction Debris*. Construction debris should **NEVER** be placed in garbage chutes. The contractor is responsible for removal of all construction materials and refuse from Town House property.

Approved:12.18.2019







## **G. GARBAGE DISPOSALS/DRAINS**

### **1. Garbage Disposal DO's**

- a. Use only COLD water when grinding food waste.
- b. Continue to run cold water for a minute or longer after grinding to flush the drain lines and assist with the prevention of clogging.
- c. Put ice cubes into disposal and run to sharpen blade and loosen debris.
- d. Cut items into very small pieces for grinding.

### **2. Garbage Disposal DON'Ts**

- a. DO NOT dispose of grease or fat in disposal or drains. It clings to pipes and causes clogging. Put it in a can until it hardens and then throw it in the trash.
- b. DO NOT use hot water when grinding waste. It causes any residual grease to liquefy and cling to pipes.
- c. DO NOT feed fibrous food waste including but not limited to celery, corn husks, pea pods, onion skins, artichoke leaves, carrot tops, banana peels and potato skins into the disposal. Fibers tangle and jam the motor and clog drains.
- d. DO NOT put expandable foods like rice and pasta down disposal. They expand in the pipes just as they do on your stovetop or microwave.
- e. DO NOT put coffee grounds down the disposal.
- f. DO NOT put hard materials like bones, fruit pits, corn cobs or egg shells into the disposal.
- g. DO NOT repot plants in your sink as the mud/soil clogs the disposal and drains.
- h. DO NOT put anything in the disposal that is not biodegradable food. A garbage disposal is not a trash can. It's for food scraps only. When in doubt – throw it out!!!

**\*If you really want to be helpful, remove your disposal or don't replace it if it ceases to work properly.**

Approved 12.18.2019





## **H. STORAGE OF PERSONAL PROPERTY**

- 1. Each Unit is entitled to one storage locker in the basement of the Town House.** No Unit Owner, tenant or occupant shall use or store materials in any storage locker except:
  - a. the storage locker assigned to his/her unit, or
  - b. where the owner of the unit-assigned storage locker has provided written permission to the Management Office for another owner, tenant or occupant to use his/her locker.

A Unit Owner that does not plan to use their storage locker, shall inform the Management Office. All storage lockers must be locked whether in use or not.
  - c. Unused or extra storage lockers are available for rent on a first come first served basis.
- 2. Personal Property – Storage Only in the Locker**

Articles of personal property belonging to any unit resident shall be stored or kept only in the storage locker specifically designated for the respective unit by the Board or by the Managing Agent.

  - a. Per fire code, no item shall be stored on top of a storage locker.
  - b. Property left outside lockers will be considered abandoned and shall be disposed of by the Association without liability to the Association.
- 3. Storage of Combustible or Unsafe Material – Prohibited**

No combustible materials or other unsafe material or paint may be stored in any storage locker. Any item deemed unsafe by the Managing Agent shall be removed at the Unit Owner's expense.
- 4. No Association Liability for Property Stored in Storage Lockers**

Use of storage lockers is at the risk of the Unit Owner, tenant or occupant.
- 5. Bicycles may not be stored in the Storage Locker common areas.**
- 6. Owners may not use a personal lock instead of one provided by THCA.**

Approved:12.18.2019







## **I. GENERAL CONSTRUCTION/CONTRACTOR RULES**

### **1. Construction**

- a. Contractors may work in units only between the hours of 8:00 am and 5:00 pm Monday through Friday. Work may be conducted on Saturdays from 9:00 am until 2:00 pm with prior approval. No contractors may work in units on Sundays or National holidays. Owners are also permitted to conduct work on Saturdays between the hours of 9:00 am and 2:00 pm.
- b. The owner must provide authorization for workmen to enter the unit. Contractors must report to the Management Office. Only contractors authorized by the owner in this process will be admitted into the building. The owner must schedule the service elevator through the Management Office for delivery of large materials. Service elevator availability is on a first-come basis.
- c. In order to prevent damage to the common areas, appropriate protective floor covering must be laid neatly down the corridors and in the elevator while construction materials are being transported through the building. Interior walls, doors and light fixtures must also be protected from potential scratches or damage. All protective floor covering must be removed at the end of each working day and all debris vacuumed nightly by the contractor. A charge will be assessed to the Unit Owner if any clean-up has to be completed by building personnel. No materials, tools or carts, and the like are to be placed or stored in any common area, hallway or stairway, etc.
- d. Contractors and Unit Owners doing their own construction must deliver all materials at the North Service Entrance Door. No vehicles shall be permitted to park in the loading area after construction materials are unloaded. No contractor or owner, tenant or occupant shall be permitted to walk through the lobby with any tools or construction materials at any time. Contractors shall only be permitted to use the service elevator.
- e. All construction waste and debris must be placed in heavy-duty garbage bags and hauled away. Any materials deemed hazardous must be appropriately disposed of offsite. The use of the garbage chute for disposal of construction materials and carpeting is strictly prohibited. No construction waste or materials may be disposed of through unit plumbing.
- f. Any damage whatsoever that is caused to the building, common areas or to any other units as a result of work performed in the unit being remodeled, shall be repaired at the owner's expense.
- g. The owner is responsible for securing all required permits.
- h. All work performed shall be accordance with City of Springfield building code.
- i. All work is subject to inspection by building personnel or its agent. Any cost incurred by the association for same shall be the responsibility of the owner. The building Management reserves the right to stop or cause to delay any work which has not been approved or deviates from the approved plans. All open walls where electrical or plumbing work was conducted must be inspected by the Management Office prior to closing. There is also a final inspection at the completion of the







project. The Unit Owner will be liable for the cost of re-inspecting work that previously did not pass inspection.

- j. Contractors and their workers may not smoke in the building or on a balcony. The Unit Owner is responsible for workers violating Association rules and may be fined.

## **2. Construction Categories**

### ***Category A – Decorative Updates – No Construction Application Required***

- a. Painting with only minor patching and sanding.
- b. Installation of new carpeting over original tile or replacement of existing carpeting with new carpeting.
- c. Replacement of existing appliances not requiring any modification to existing cabinetry, plumbing, electrical, or exhaust.
- d. Repair or replacement of existing faucets or showerheads.
- e. Replacement of existing light fixtures.
- f. Installation or replacement of THCA approved window treatments.

### ***Category B – Minor Updates – Construction Application Required***

- a. Modification to walls and doors including:
  - i. Demolition of existing walls or creating openings in existing walls.
  - ii. Creating or eliminating interior door openings.
- b. Installation of hard flooring surfaces.
- c. Replacement or installation of appliances where plumbing and/or electrical work is required such as:
  - i. Addition of a dishwasher where one did not previously exist.
  - ii. Installation of a refrigerator requiring a water line where one did not exist.
  - iii. Installation of a microwave above the stove connected to the existing exhaust system, where one did not previously exist.
  - iv. Installation or movement of any appliance with an electrical load above what is currently provided in that location requiring modification to the unit's electrical panel.
- d. Replacement of sinks, toilets or bathtubs in their current locations, including replacing an existing tub with a shower. The original shower valve, if existing should be replaced at time of plumbing installation.
- e. Replacement of existing kitchen counters.
- f. Replacement of existing kitchen and bathroom cabinetry requiring no structural modification to the existing walls.
- g. Minor electrical modifications, including upgrading to GFI outlets in kitchen, bathrooms and balconies.

### ***Category C – Major Updates – Construction Application and Copy for City of Springfield***

Building Permit Required. These projects may include items from Categories A and B in addition to any one of the following:





- a. Any electrical modifications including the addition or relocation or rewiring of electrical outlets or fixtures.
- b. Combining units.
- c. Major plumbing work including relocation of fixtures.
- d. Extension of exhaust vents.
- e. Removal of original tile floors with proof of asbestos abatement.

### **3. Construction Application Requirements**

#### ***Category D – Minor Updates***

- a. Copies of contractors' licenses that are being employed for the work they are performing.
- b. A certificate of liability insurance naming THCA and the managing agent as additional insured.
- c. Copies of all required/pertinent city permits. The owner and/or contractor shall be required to investigate whether any city permits are required for the proposed work.
- d. Narrative of work to be completed and a copy of floor plan, marked up with extent of work to be performed.

#### ***Category D – Major updates***

All submission requirements for the aforementioned categories plus the construction drawings and any other drawings as requested by THCA agent.

### **4. Application Process**

Designee of THCA Board of Directors shall review all renovation applications. The Board and its designees shall not be liable to the owner or any third party in connection with the review. In addition, the review of any alterations shall not be construed as a warranty or as an acknowledgement of the sufficiency of such alterations. Furthermore, the review shall not be construed as a waiver of any requirements herein. If the review determines that outside engineers or architectural consultation is necessary, the owner shall be responsible for any cost incurred for such services. Unit alterations must be completed within 6 months of starting date unless unforeseen circumstances occur. Extension of the time limit must be approved by the Board or Managing Agent.

Approved:12.18.2019







## **J. GARAGE PARKING**

Garage Parking is allocated on a first come first served basis. All owners must sign a Garage lease agreement which states that the Lessee agrees that the use of the underground parking garage will be at Lessee's own risk. Lessee releases in advance and waives any and all claims for injury to the person, or for any foreseen or unforeseen loss, theft or damage to Lessee's vehicle arising out of the property or in connection with the use of the parking garage facility.

1. Lessee shall have the right during the term of the lease to use such space in the garage for the storage of one (1) personal vehicle, being either an operational, duly licensed with current license sticker automobile or motorcycle. Lease payments are payable in advance on or before the first day of each month.
  - a. Lessee shall not keep any other items or vehicles in the space, including but not limited to boxes, garbage, trailers, jet skis, snowmobiles, four-wheelers, other recreational vehicles, lawn furniture, etc. No signs, posters or anything else can be attached to garage walls. No alterations can be made to garage structure.
  - b. No vehicle maintenance, tune-ups, oil changes, car washing or repairs are allowed with the exception of minor emergency repairs.
  - c. Lessee shall keep said personal vehicle properly maintained and free of fluid leaks.
  - d. Bicycles must be stored in the bicycle parking area.
2. Lessee shall not be allowed to lease more than one parking space for any one vehicle. Lessee is not permitted to maintain an unused parking space. An unused space must be made available for lease by another owner who is on the waiting list.
  - a. Owners wishing to lease space must notify the office and request to be placed on a waiting list.
  - b. No owner will be allowed to request more than one space at a time. Once an owner is allotted a space, he/she can be placed on the waiting list for an additional space.
  - c. Individual unit owners are permitted to lease no more than two (2) spaces for each unit owned.
3. Nothing shall prohibit an owner from loaning his/her space to another unit owner for short periods of time not to exceed a total of 90 days in any calendar year. Such owner must notify the office of his/her intention to loan space and identify the individual to whom the space is to be loaned.

Approved:12.18.2019







## **K. COLONNADE ROOM/GARDEN**

1. Colonnade Room/Garden shall be used only for private, non-commercial, social functions of Owners and Lessees, and for social and business functions of the Townhouse Condominium Association (THCA). After 10:00 p.m. no activity of any kind may be engaged in that will disturb or interfere with rights and privileges of others living in this building. The Unit owner shall be responsible for any and all damage caused by their Lessees.
2. Reservations for use of room or garden will be accepted from Owner/Lessees. Owner or Lessees must be present from the beginning to the end of the event. To reserve this room for a gathering, please contact the front office, sign a rental agreement and secure the room with a security deposit.
3. The Owner/Lessees agrees to remove all personal property immediately after the party is over. Owner/Lessees must leave the room/garden in the same condition as received. The THCA will not be held responsible for loss or damage to personal items.
4. General cleaning is required before security deposit is returned. Clean-up includes the bagging of all garbage, removal of all decorations, wiping down kitchen, appliances, tables and removal of all unused food. Owner/Lessees shall make sure no major spills have occurred to the floor, if spills have occurred, please spot clean and let the front desk know that additional mopping is needed to ensure no stains will occur to existing flooring.
5. All Owners/Lessees who use the room/garden are required to comply with all applicable laws concerning the serving of alcoholic beverages. Any Owner/Lessees who fails to ensure that there is compliance with applicable laws shall be fully liable for any claim or liability which arises from such failure.
6. All activities, including food and drinks, must be confined to the area which is rented. Failure to comply with the above rules may result in denial of further rental of areas.

### **Rental Times and Fee:**

#### **Fee(s):**

Security deposit of \$100.00 will be required at the signing of the agreement. Deposit will be returned, if room/garden are left in original condition. Any damage caused by owner/lessees, will be the responsibility of the owner. Replacement or repair charges be billed to the owner and will appear as a lien if obligation is not paid in full within 30 days.





### Rental time:

The room/garden can be rented Monday-Sunday during the hours of 7:00 a.m. and 10:00 p.m. with clean-up

### Decorations:

No signs, streamers, pictures, decorations shall be taped or adhered to the walls, ceiling or mirrors. Decorations should be limited to the tables or balloon bouquets. If you wish to significantly re-arrange the layout of room, please have enough help to move and place furniture. Town House staff are responsible for setting up and removing Town House furniture and equipment. Owner will be held liable for cost of repair or replacement for any damage.

Approved: 06.30.2020





## **L. VALET PARKING SERVICE**

This is a service provided as a courtesy and convenience to our owners. Please be considerate and aware that management staff have other jobs duties to accomplish during their shifts, so schedule ahead when requesting valet service.

To ensure vehicle retrieval is timely, the following guidelines will assist in achieving this service:

- (a) Call ahead. Please allow at least 30-60 minutes for retrieval.
- (b) Report to the designated pick-up area at the agreed upon time.
- (c) Make sure doors or fire lanes are not blocked.
- (d) Vehicle must be in good working order; interior must be sanitary and free from debris. Staff have the right to refuse valet service for an unsanitary vehicle.

Valet Parking Rates: Effective August 1, 2020

Annual Rate: \$15.00 per month or an annual payment of \$180, due on January 1<sup>st</sup> of each year.

Seasonal Rate: \$25.00 a month for the number of months you wish to receive service.  
Payments for specific months are due at time of request

THCA or PMI are not responsible for any damage, stolen or missing items in the vehicle.  
Please make sure you secure any items you deem valuable.

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Approved: 06.30.2020





## **Town House Fees**

<b>Fees</b>	<b>Fee Amount</b>
<b>Move-In</b>	<b>\$150.00</b>
<b>Move-Out</b>	<b>\$150.00</b>
<b>Lost Building Key</b>	<b>\$50.00</b>
<b>Unit and Mail Box Key</b>	<b>\$25.00</b>
<b>Parking Garage FOB</b>	<b>\$50.00</b>
<b>Fax</b>	<b>1-5 pages are free. Each additional page .10 cents</b>
<b>Copies</b>	<b>1-5 pages are free. Each additional page .10 cents</b>
<b>Additional Storage units</b>	<b>\$15.00 per Month</b>
<b>Stamps</b>	<b>\$0.55 per stamp</b>
<b>Colonnade Room/Garden</b>	<b>Security Deposit of \$100.00, returned after event if no damage or additional cleaning required</b>
<b>Valet Parking</b>	<b>\$15.00 per month or \$180.00 annually Seasonal Rate-\$25.00</b>
<b>HOA late payment</b>	<b>\$25.00</b>
<b>Returned Check</b>	<b>\$25.00</b>



## TOWN HOUSE CONDOMINIUM ASSOCIATION

### SCHEDULE OF FINES

To ensure compliance with the Governing Documents of the THCA, Members may be fined for violations. Any violation of the rules of the THCA either by the owner, owner's guest, or lessee will be subject to the following fines.

Repeated violations will result in increased fines. If owner is violation free for one (1) year, the violation will be removed. All violation fines are due upon receipt.

VIOLATION	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
Architectural **	\$50.00	\$100.00	\$200.00
Colonnade Room	\$50.00	\$100.00	\$200.00
Extermination	\$50.00	\$100.00	\$200.00
Laundry	\$50.00	\$100.00	\$200.00
Parking	\$50.00	\$100.00	\$200.00
Noise	\$50.00	\$100.00	\$200.00
Misuse of Common Elements	\$50.00	\$100.00	\$200.00
Trash	\$100.00	\$100.00	\$400.00
Vandalism	\$500.00	\$1,000.00	\$2,000.00
Written Rule Violation	\$100.00	\$200.00	\$400.00

\*\*unit condition, blinds, plumbing backups, balcony issues, unit alterations, additions or improvements without approval, etc.

Approved: 06.30.2020





## **WHAT HAPPENS IF A RULE IS VIOLATED?**

### **COURTESY NOTICE**

Written notice to owner indicating the violation of the governing documents. Owner has 14 days to bring the property into compliance or to request a hearing. After the 14 days, or a second occurrence of the same provision violation within a 2-month period there will be a first fine notice issued.

### **FIRST FINE NOTICE**

After 14 day of noncompliance a Written Fine Notice will be sent to owner. This fine is due upon receipt of notice. After 14 days of noncompliance or nonpayment a Second Fine Notice will be assessed.

### **SECOND FINE NOTICE**

After 14 days of noncompliance, nonpayment or reoccurrence a Third Continuing Fine Notice shall be issued.

### **THIRD FINE NOTICE**

A WRITTEN FINE NOTICE INDICATION THAT AN ADDITIONAL \$100.00 fine is assessed to owner account. This is due on receipt. After 14 days of noncompliance issue will be turned over to the Association legal counsel to pursue any and all legal remedies available to the Association including filing suit against the owner(s) on behalf of the Association. The owner is responsible for all legal fees, filing fees and all court related expenses. Fines may continue every 14 days for noncompliance.

### **OTHER ENFORCEMENT ACTION**

In addition to or in lieu of the imposition of any monetary penalty for a violation of the governing documents, the Board of Directors may proceed at any time after the Courtesy Notice with any other enforcement action available to the Association under governing documents, lay or equity. Enforcement actions available to the Association to take any other enforcement action.

If staff are utilized to assist with any violation listed above, their time and materials expense will be added to the final bill.







## REQUEST FOR HEARING

An owner may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Board must receive a written response within (21) calendar days after the date of Violation. In the response, an owner may request a hearing in person at a Board Executive session or may have their written statement provided to the Board for Review. An Owner's failure to request a hearing in this manner shall be deemed a waiver and forfeiture of the Owner's right to a hearing with respect to the Notice of Violation.

The Association will hold each offending Owner responsible for any and all costs associated with attempts to achieve compliance.

## ASSOCIATION'S DUTY OF ENFORCEMENT

Failure by the Board to enforce any provision of the governing documents shall in no event be deemed a waiver of the right to do so thereafter.

## AMENDMENT OF POLICY

The Board may amend this Policy without providing advance notice to the Owners if an amendment is required by law or needed to conform a particular provision or provisions of the Policy to changes is necessary.

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Approved: 06.30.2020

