

RESOLUTION ESTABLISHING RULES,
REGULATIONS AND ENFORCEMENT
PROCEDURES

TAMERLANE CONDOMINIUM ASSOCIATION

RESOLUTION NO. 81099

November 22, 2013

TAMERLANE CONDOMINIUM ASSOCIATION
RESOLUTION ESTABLISHING RULES, REGULATIONS
AND ENFORCEMENT PROCEDURES

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**RESOLUTION ESTABLISHING RULES,
REGULATIONS AND ENFORCEMENT PROCEDURES**

TAMERLANE CONDOMINIUM ASSOCIATION

Resolution NO. 81099

This resolution is adopted by the Executive Board of Tamerlane Condominium Association pursuant to and in furtherance of Articles 16 and 17 of Tamerlane Declaration of Condominium and Section 7.16 of the By-Laws of Tamerlane Condominium Association. This Resolution enumerates the Rules and Regulations of the Tamerlane Condominium Association as taken from the Declaration of Condominium and Association By-Laws. Rules and Regulations adopted by the Executive Board are also enumerated.

BE IT RESOLVED AND ENACTED by the Executive Board of Tamerlane Condominium Association as follows:

SECTION 1. RULES AND REGULATIONS

The following rules and regulations are adopted and/or reenacted by the Executive Board of the Tamerlane Condominium Association:

1. Use of Dwelling Units

A. Each Dwelling Unit shall:

- (1) be used for residential purposes only, provided home occupations may be carried on in such Dwelling if such use is incidental to the Dwelling's primary residential use, shall have

no employees, and shall be approved by all governmental authorities having jurisdiction over such use; and

(2) be occupied by not more persons (including children) than the maximum permitted by law for such Dwelling Units;

2. **Leasing of Dwelling Units**

A. No Unit Owner is permitted to lease his Unit unless such Unit Owner has complied with the relevant provision of the Declaration, the By-Laws, and these rules and regulations. All leases must be in writing for a term not to be less than one (1) year and approved by the Condominium Association. All leases shall provide that the lessee shall be subject in all respects to the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Condominium. The leasing of a Dwelling shall not affect the liability of the Unit Owner with respect to his obligations under the Declaration, By-Laws, and the Rules and Regulations.

B. In the event the Unit Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and such failure to pay continues for thirty (30) days, the Executive Board shall so notify the lessee of such Unit in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the Executive Board the amount(s) of such unpaid charges or Assessments subject,

however, to paragraph (C) of this section. The amounts of such unpaid charges or Assessments paid to the Executive Board by lessee after the nonpayment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such charges or Assessments to the Executive Board.

- C. In no event shall the lessee be responsible to the Executive Board for any amount of unpaid charges or Assessments during any one-month in excess of one monthly rental installment.
- D. The inclusion of paragraphs 2B and 2C of this Section 1. in a lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of such lease by the Executive Board.
- E. Prior to the Tenants moving in, the landlord must furnish the Association with the following:
 - (1) Copy of a fully signed lease;
 - (2) Copy of fully signed Lease/Tenant Addendum; as approved by the Association; and
 - (3) A fifty dollar (\$50) processing fee.

3. **Nuisance**

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonable interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the owner or

occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

4. **Maintenance**

Each Unit shall be maintained by its owner and occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable hereunder or under law.

5. **Construction, Alterations, Repairs**

- A. Nothing shall be built, caused to be built or done in or to any Unit, which will alter or cause any alteration to the Common Elements of the Condominium without prior approval of the Condominium Association.
- B. No Unit Owner shall perform or permit to be performed any work on any portion of his Unit which work may require access to, over or through Common Elements or which work may involve potential risk of damage to the Common Elements or other Units, without the prior written consent of the Executive Board or its duly authorized agent. Such work may only be performed by a person or entity who shall have delivered to the Executive Board prior to the commencement of any such work, in form satisfactory to the Executive Board, releases of the Executive Board and Condominium Association, and their agents, servants or employees may assert in connection with the work to be performed;

indemnification for the Condominium Association and Executive Board and their agents, servants and employees, holding each and all of them harmless from and against any claims asserted for loss or damage to person or property, including but not limited to the Common Elements or other Units; certificates or other acceptable evidence of insurance, including liability and workmen's compensation coverage, in amounts and companies reasonably acceptable to the Executive Board; and such other information and protection which the Executive Board may reasonably require.

- C. No alterations, improvements or other construction work shall be performed on the Property without the person performing such work first supplying to the Executive Board a certificate of insurance evidencing insurance coverage in effect providing Workmen's compensation coverage and liability coverage in an amount not less than \$1,000,000 for any occurrence or such other minimum greater than \$1,000,000 as may be determined by the Executive Board.
- D. No Unit Owner or any person acting on behalf of the Unit Owner or Tenant shall do anything which alters the exterior appearance of any unit without first obtaining the consent of the Executive Board in writing.

6. **Signs**

A. Except for a single non-illuminated name and/or unit number sign on the door to a Dwelling unit, no sign may be placed on or in a Dwelling or any Limited Common Element assigned or appurtenant thereto which is visible from outside the Dwelling or in the Common Areas, without the prior written approval of the Executive Board.

7. **Window Treatments**

To the extent that any Unit Owner or occupant shall install or maintain any draperies, blind, curtains or other window coverings on windows or sliding terrace doors of any dwelling, all coverings shall have only white linings or other white material facing outside the Dwelling Unit.

8. **Pet Policy**

A limit of two (2) domesticated pets is allowed but only one (1) of which may be a dog and the dog, when full grown, cannot weigh more than 40 lbs. All pets must be leashed and accompanied by owner at all times. No pet shall be permitted to run loose or uncontrolled in or on the Common Elements. Pet owners shall immediately clean up any waste left by pets on the Common Elements and shall dispose of waste in owner's trash. The tying of pets to any Common Elements is prohibited.

Complaints regarding violation of pet regulations must be in writing on a Pet Policy Complaint form. Complaint forms may be obtained from the Village Shires Community Association office by calling 968-0618. The complaint must be filed within three days of occurrence.

9. **Limited Common Elements**

- A. Each Unit Owner shall have full individual responsibility to keep the Limited Common Elements assigned to, appurtenant to, or accompanying his Unit clean and free of debris, and in a safe and proper operating condition.
- B. Balconies, patios, and porches are for use, not storage. Items permitted to be placed on these areas are lawn furniture, a barbecue grill (not to exceed medium size), and potted plants. Bicycles will be allowed stored in these areas **except** from November 1st to April 1st when they must be removed and stored inside. (Bicycles are never allowed to be left on the lawn, sidewalks or streets. Placement or storage of any other item is prohibited).
- C. Draping or enclosures of any kind on balconies or patio rails must first be approved by the Tamerlane Executive Board.
- D. Front entry porch lights must be lit at night. Exterior light photocells shall be maintained in working condition by homeowners. When replacing porch light fixtures, the community standard fixture must be chosen. Information regarding the community standard fixture is available through the management office.

10. **Obstruction of Common Elements**

- A. No Unit Owner or occupant may obstruct the Common Elements in any way.
- B. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

11. Trash

- A No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, provided however that such material may be kept in a Unit or in areas of the Property as shall be designated for such purpose by the Executive Board, and further provided that such material shall be kept in sanitary containers and in a clean and sanitary condition.
- B. All rubbish must be carefully disposed of by using commercial receptacles located on the grounds. Storage prior to disposal will be inside of the individual condominium units.
- C. Items that cannot fit into the receptacles (furniture, appliances, carpets, water heaters, air conditioners, TVs etc) are the Owner's responsibility and expense to dispose of by calling the refuse collector whose name and telephone number is listed on the dumpster.

12. Motor Vehicles

- A. No Motor Vehicles, including but not limited to, mini-bikes, snowmobiles, and motorcycles may be driven on the open space, Common Elements, or limited Common Elements by any Unit Owner, Tenant or guest of Unit Owner or Tenant.
- B. No Unit Owner or Tenant shall leave any non-operating vehicle or vehicle not having a valid inspection sticker and license plate on or

about the property of the Unit Owner, the Condominium Association, or the Village Shires Community Association.

C. Non-operating motor vehicles not having valid inspection sticker and/or license plate and any vehicles otherwise abandoned shall be towed from the Property and the Unit Owner of the motor vehicle and/or the Unit Owner or Tenant who permitted the vehicle to remain there, shall be liable for the cost of towing and storage of the vehicle, in addition to any fine imposed under these rules and regulations.

D. Motor vehicles shall not be operated on the Common Elements except on streets and parking areas. The operator of any motor vehicle on the lawn, flowerbeds, or areas other than streets and parking lots shall pay the cost of repairing any damaged area and fines as provided herein.

E. Unauthorized Vehicles-

Parking of the following vehicles is prohibited and are subject to towing as per Section III of the Enforcement Policy and the Unit Owner of the motor vehicle and/or the Unit Owner or Tenant who permitted the vehicle to remain there, shall be liable for the cost of towing and storage of the vehicle, in addition to any fine imposed under these rules and regulations.

(1). Recreational Trailer

A recreational trailer is a trailer designed, adapted, and used exclusively for recreational purposes. This class includes boat, camping, livestock, house and semi-trailers.

(2) Trailer

A vehicle designed to be towed by a motor vehicle.

(3) Boats/Snowmobiles/All Terrain Vehicles/Sea-Do's/Jet Skis

are not permitted on the Tamerlane property.

(4) Commercial Vehicles

Commercial vehicles are defined as those vehicles having regularly containing implements and materials used in trades or businesses.

(5) Trucks

Any truck larger than a three-quarter (3/4) ton pick-up is not permitted overnight on Tamerlane property. No trucks of any size that display commercial lettering are permitted overnight. "Overnight" also refers to any vehicle that is in the lot so often as to indicate that the vehicle owner is using the Tamerlane Parking area on a regular basis for purposes other than normal work related business. Violators will be towed at owner's expense.

13. Parking

- A. Parking will be on a first come, first serve basis for Tamerlane residents and their invited guests only. Residents of neighboring communities are prohibited from parking in Tamerlane. Parking is prohibited in any area which is not a designated parking area. All automobiles will maintain parking privileges by insuring that their

vehicles are properly maintained and repaired. Maintenance and Repairs are not to be done on Tamerlane Property.

B. Handicap Spaces

The Board must approve handicap parking. The Owner is responsible for related costs. Owner must submit an application received from the Management Office for Executive Board approval. When Owner moves or no longer needs the "Handicap Designated Parking Space", Owner must pay for the restoration of the parking space to original condition.

14. Damage to Common Elements or Limited Common Elements

Each owner shall be obligated to reimburse the Condominium Association for any expenses incurred by it in repairing or replacing any part or parts of the Common elements or limited Common Elements damaged by such person's act, omission, or negligence or by the act, omission, or negligence of such person's tenants, agents, guests or licensees. Reimbursement shall be made promptly upon receipt of the Association's statement therefor.

15. Private Common Area Bed Guidelines

A. A resident who wishes to maintain a private common area bed must first obtain the approval of the Tamerlane Board of Directors as well as the Village Shires Landscaping Supervisor. The resident shall submit a request (on a form provided by the Association) to the main office for review by the Board and

Landscape Supervisor. Beds that are not maintained and pruned will be taken over by the Landscape Supervisor.

- B. All beds will be edged and mulched by the contractor hired by the VSCA Board of Directors.
- C. All shrubs and trees will be maintained by the VSCA Landscaping Department. Exceptions will be trees and shrubs planted by a resident (with approval), or those shrubs and trees obviously maintained by the resident, or those shrubs which the VSCA Landscaping Department is unable to maintain due to flowers planted by the resident.
- D. Weeding of private beds will be the sole responsibility of the maintaining resident.
- E. No signs stating "Private Bed" will be permitted.
- F. Removal of annuals and maintenance of perennials will be the maintaining resident's responsibility.
- G. Private beds are common ground and they are not to be used as vegetable gardens.

16. Firewood Storage

- A. Residents of Units equipped with fireplaces may store firewood only in a black metal oval storage frame, not to exceed a diameter of 48 inches. Use of any other type of storage frame must first be approved by the Tamerlane Executive Board.

- B. One oval storage frame will be permitted per unit. Excess firewood that cannot be stored in the frame may not be stored on the porch, patio, or balcony of the Unit. Units without fireplaces may not be used to store any firewood.
 - C. Storage of firewood is permitted only on a Unit's balcony or patio. Balconies and patios are limited Common elements. Any damage to the limited Common Elements or Common elements resulting from the storage of firewood will be the homeowner's responsibility.
 - D. Storage of firewood is permitted only through the months of October through March. It is the Unit Owner's or tenants responsibility to find an alternative location for the storage of firewood during the months of April through September.
 - E. Storage of firewood on front porches or common ground is prohibited.
17. No bird baths, bird feeders, wind chimes, wind socks, flags (with the exception of the United States of America flag) and the like are permitted on or about the Common or limited Common Elements.

SECTION II. FINES AND PENALTIES

Any person violating any of the rules and regulations of the Association shall be subject to an initial fine of not less than \$25.00 nor more than \$100.00 Continuing violations shall be subject to separate fines for each day a violation continues as provided in Article IV (2) hereof. Persons who violate the same provisions of the

rules and regulations two or more times in the same calendar year shall be subject to a fine twice the amount of the fine imposed for the most previous violation. Fines shall be collected in the same manner as provided in the collection of assessments under Article 14 of the Declaration of Condominium and the collection assessment policy adopted by the Tamerlane Condominium Association.

SECTION III ENFORCEMENT PROCEDURES

1. Identification of Violation

Violations may be reported in writing by any member of the Association, any Executive Board Member, or any Employee of the Association. Additionally, the Property Manager may conduct periodic inspections for the purpose of identifying violations. Notice of any violations identified by any means described herein shall be given in accordance with Paragraph 2 hereof.

2. Notice of Violation

Any person who is believed to be committing a violation of the Declaration of Condominium, By-Laws, and/or Rules and Regulations of the Tamerlane Condominium Association shall receive written notice thereof. Additionally, if the violation is being committed by a Tenant and/or guest of the Unit Owner, the Unit Owner shall receive notice of the violation. If the violation is a parking and/or vehicle related violation, notice is served by posting a sticker on the windshield that provides for 7 days to relocate the vehicle or have it towed and by ordinary and/or certified mail if an appropriate address is known by the Property Manager.

The date the sticker is posted on the vehicle will be deemed the date of notification. If after reasonable investigation the Property Manager cannot locate an appropriate address, posting a sticker on the windshield is sufficient to satisfy notification requirements and failure to serve notification by ordinary or certified mail shall not be deemed to defeat perfection of notification requirements. Non-Parking and Non-Vehicle related violations shall be given by ordinary and/or certified mail. Failure of the Unit Owner and/or person charged with violation to accept any service of notification shall not effect any of the time periods herein nor shall it be deemed as a defense to the charges. Failure of the unit owner to see the glued sticker placed on the windshield of the violating vehicle shall not affect the time period for towing nor shall it be deemed a defense to the charges. The Non-Parking and Non-Vehicle Related Notice of Violation shall contain the following information:

- A. A description of the conduct or condition constituting a violation.
- B. A reference to the Declaration, By-Law and/or Rule or Regulation which is being violated.
- C. Notice of the penalty which is assessable for the violation and notice of the enforcement remedies the Association has, including the collection of attorneys' fees and costs.
- D. Where appropriate, notice that if the violation is corrected within a specified number of days no further action will be taken and no findings of a violation shall occur.

- E. Notice of the date when the Executive Board will determine whether a violation has occurred, whether it has been corrected, and whether and how much a fine shall be imposed. The notice shall further state that the violator and/or Unit Owner has the right to appear at the hearing in person and/or through legal counsel to contest the violation and to present any relevant evidence as to whether the violation charged has occurred and/or has been corrected. The person charged with a violation and/or the Unit Owner shall advise the Executive Board through the office of the Property Manager of his or her intention to appear and contest the violation. Notice of intention to appear shall occur not less than three (3) business days prior to the date scheduled for the hearing.
- F. The Executive Board shall determine at the scheduled hearing date whether a violation has occurred and, if so, the amount of fine to be imposed in accordance with Section II hereof.
- G. The amount of any fine imposed shall be levied as an assessment in accordance with Section 14.01 of the Declaration of Condominium. If the Unit Owner and/or violator fails to pay the fine assessed, attorneys' fees and

cost of collection shall be assessed as provided in the Declaration of Condominium.

H. A copy of this Enforcement Procedure and of the applicable provision of the Declaration of Condominium and/or Rules Regulations which have been violated shall accompany the notice of violation.

I. The decision of the Executive Board shall be communicated to the Unit Owner and person charged with the violation within ten (10) days after the conclusion of the hearing. Notice of the decision of the Executive Board shall be given by regular and certified mail. Failure of either person to accept delivery of the certified mail shall not effect any of the time periods provided herein.

SECTION IV.

APPEALS, CONTINUING VIOLATIONS AND/OR SUBSEQUENT VIOLATIONS

1. Any person who is aggrieved by the decision of the Executive Board as to Any violation charged, shall have the right to contest such action by filing a declatory judgment action or other appropriate proceeding in a court of competent jurisdiction. Such action shall be filed in a court of competent jurisdiction within thirty (30) days after the date of notice of decision is served by hand delivery or regular mail pursuant to Tamerlane Condominium Association Declaration Section 21.01 by the Executive Board to the Unit Owner and person charged with the violation. The

effective date of notice shall be the date of actual hand delivery or the date five (5) days after deposit in the mail in the case of notice sent by mail. Failure to file an appeal of the Executive Board's decision within the requisite thirty (30) day period will result in the loss of the right to contest the Executive Board's decision. No action may be commenced in any court until all internal administrative remedies as promulgated by the Executive Board have been exhausted. This condition is in furtherance of Section 17.02 of the Declaration of Condominium.

2. If the person charged with the violation fails to comply with the violation notice within 15 days of the date the notice of violation is issued, then each day violation continues beyond the 15-day period shall constitute a separate violation and subject the violator and/or Unit Owner to a separate fine as to each violation. Notice of the additional violation and an opportunity for a hearing on the same shall be given in accordance with Section III hereof. However, no additional opportunity to cure the violation shall be required. The Executive Board shall have the right, but not the obligation, to waive some or all of the additional fines for continuing violations where a good cause is shown for not correcting same with 15 days of first notice.
3. Any person and/or Unit Owner who, within the same calendar year commits subsequent violations of the same provisions of the Declaration, By-Laws, and/or Rules and Regulations shall be liable for the fines imposed for subsequent violations as provided in Section II hereof.

SECTION V. VEHICLE RELATED VIOLATIONS

Parking and Vehicle Related Violators are subject to have their vehicles towed for non-compliance with the Tamerlane Condominium Vehicle and Parking Rules as defined in Section 1 (items 12 and 13) of this document. The Unit Owner and/or Tenant who permitted the vehicle to remain in Tamerlane shall be responsible for the cost of towing, storage fees, and any other fees that are incurred.

Specifically note that:

1. **Abandoned Vehicles-** Unlicensed and/or un-inspected vehicles are considered abandoned vehicles. Such vehicles will be tagged on their windshield with a Warning that the Vehicle is Improperly Parked. Owners shall be given seven (7) days notice to remove the aforementioned vehicle or to correct the violation. The nature of the violation will be stated on the sticker. If corrective action is not taken within seven (7) days, the vehicle will be towed at owner's expense. Tagging the vehicle windshield shall constitute proper notification.
2. **Unauthorized Vehicles-** Unauthorized vehicles are those vehicles listed in Section 1, Item 12 (e) of this document (Commercial vehicles, Trucks with commercial lettering, Trucks in excess of ¾ tons, All Terrain-Vehicles, Trailers, Recreational trailers, Boats, Snowmobiles, Sea-Do's, Jet Skis). Unauthorized vehicles will be tagged with a Warning that the Vehicle is in violation of the Tamerlane Vehicle Rules and owners will have 7 days to find an alternative place to park their Unauthorized Vehicle. After the expiration of seven (7) days, such

vehicles are subject to towing whenever they again begin to park in the Tamerlane Community. Tagging the vehicle windshield shall constitute proper notification.

SECTION VI. ENFORCEMENT PROCEDURE FOR VEHICLE RELATED VIOLATIONS

1. Vehicles in Violation of the Tamerlane Regulations will be tagged with a sticker on their windshield, which shall state the following information:
 - a. cite the rule that the vehicle violates
 - b. that the vehicle will be towed in seven (7) days if the violation has not been cured or the vehicle has not been removed from the Tamerlane Community
 - c. will provide Notice of the date when the Executive Board will meet.

2. Once a vehicle has been violated for a specific offense and the seven (7) day towing notification has expired, if the vehicle reappears in Tamerlane in the same calendar year for the same offense, it is subject to immediate towing whether or not towing already occurred for the original offense, as proper notice is deemed to have already been provided. No additional notification is required.

3. Notice of the date when the Executive Board will next meet will be provided on the violation sticker so that the violator can appear at a hearing if so desired. The violator and/or Unit Owner has the right to appear at the hearing in person and/or through legal counsel to contest the violation and to present any relevant evidence

as to whether the violation charged has occurred and/or has been corrected. The date a vehicle will be towed is not extended due to the violators' intent to appear at a later hearing. The person charged with a violation and/or the Unit Owner shall advise the Executive Board through the office of the Property Manager of his or her intention to appear and contest the violation and/or towing. Notice of intention to appear shall occur not less than three (3) business days prior to the date scheduled for the hearing.

4. The Executive Board shall determine at the scheduled hearing date whether or not the violation occurred and what, if any, additional corrective actions need to be taken.
5. The decision of the Executive Board shall be communicated to the Unit Owner and person charged with the violation within (10) days after the conclusion of the hearing. Notice of the decision of the Executive Board shall be given by regular and Certified Mail. Failure of either person to accept delivery of the certified mail shall not effect any of the time periods provided herein.

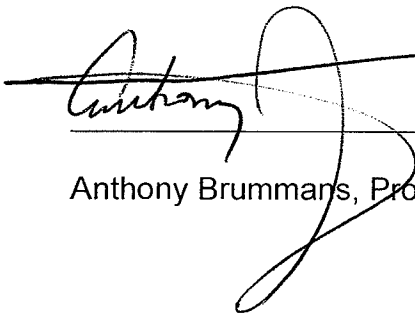
SECTION VII. APPEALS FOR VEHICLE RELATED VIOLATIONS

Appeals from decisions of the Executive Board to courts of competent jurisdiction may be pursued in the manner as indicated in Section IV. Paragraph 1 of this document.

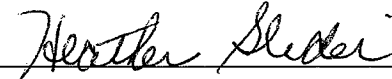
RESOLVED AND ENACTED by the Executive Board of Tamerlane Condominium Association this 22nd day of November, 2013.

Attest:

Tamerlane Condominium Association



Anthony Brummans, Property Mgr.

BY: 

Heather Slider, Secretary