



SOMERSET MEADOWS PROPERTY OWNERS ASSOCIATION

RULES AND REGULATIONS

1 ARCHITECTURAL CONTROL GUIDELINES

- 1.1 The blending of natural terrain, building materials, and building design will attain the ultimate beauty of the area. It is possible that changes made by one or more homeowner would not only alter the appearance of the overall area, but also lower the dollar value of the individual properties.
- 1.2 No exterior improvements, modification, decoration, addition, or other improvements to the exterior of any living unit may be made without the written approval of the Association's Board of Directors. In no event will accessory structures, including but not limited to sheds, kennels, hot tubs, or other out buildings be permitted.
- 1.3 The following guidelines are to ensure highest standards for community living:
 - 1.3.1 Planting of any kind, such as shrubs, flowers or vegetables on common grounds is permitted only with the written approval from the Board. Such requests are encouraged and will be looked upon favorable if harmonious with existing landscape plans. All plantings will need to be watered by the property owner if the sprinkling system does not reach them.
 - 1.3.2 Container planting is encouraged.
 - 1.3.3 The patio areas may not be used for storage. No storage of any kind is permitted outside of your unit or garage.
 - 1.3.4 The individual homeowner is not permitted to alter the exterior of the home or common grounds in any way without the written consent of the Board. Alterations for the purpose of this paragraph include, but are not necessarily limited to the following:
 - a) Painting or staining (including decorative painting) except minor touch-ups with the same color
 - b) Pet houses, containers, enclosures or modifications to the house to provide ingress or egress of pets
 - c) Installation of storm doors or windows (except those approved by the Board)
 - d) Shades or awnings (except those approved by the Board), tents / screen houses or gazebos
 - e) Clotheslines, clothes poles / racks
 - f) Playground equipment, play bars, basketball backboards, volley ball, badminton nets and so forth, whether attached to the building or on common grounds on a permanent or semi-permanent basis
 - g) Exterior antennas / satellite dishes (except those approved by the Board)

- h) Weather vanes, pennants, insignias, emblems, name signs, or house numbers not originally provided
 - i) Permanent exterior lighting which is visible from the street or common area
- 1.3.5 Tethered or unattended pets are not permitted on the common grounds. Persons having pets shall immediately dispose of the waste deposited by their pets. A method to pick up this waste shall be carried at all times when walking pets. While outside the home, all pets must be leashed or properly controlled in accordance with the Village of Somerset leash laws. Whenever lawn, tree, or property damage can be reasonably found to be caused by a particular dog or other pet, the Association will so notify the pet owner and require the owner to pay for the damage. (Owners who rent their units are responsible to ensure that their tenants do not have a dog(s).) The size of dogs must be limited to forty (40) pounds. (Service dogs are permitted for tenants and are exempt from the size limitation.) Any disturbance, such as noise or noxious odor, caused by any pet will be cause for an action by the Board to remove the offending pet from the property. Residents should familiarize themselves with the Village of Somerset pet ordinances. All pets must be licensed in accordance to Village of Somerset codes.
- 1.3.6 Only one (1) "FOR SALE" sign by realty companies or owners will be permitted. The sign cannot exceed five (5) square feet. An "Open House" sign may be displayed on the day and during the hours of the Open House only. If damage is caused to the sprinkler system, the repair will be billed to the property owner.
- 1.3.7 Posting of various other types of signs on or about the grounds is not permitted, except when necessary to announce a party, sale, or other one-day event. The signs should be attractive and be removed immediately after the announced event is completed.
- 1.3.8 Political signs are allowed one (1) month before an election and must be removed the day after the election.
- 1.3.9 Tiki torches, Chinese lanterns, Christmas lights, etc., are attractive only for specific occasions and should be removed in a timely manner. Christmas lights and decorations may be displayed from the Saturday before Thanksgiving to January 31. Trees cannot be left outside the home after it is taken down. Lawn ornaments are not permitted unless approved by the Board.
- 1.3.10 Mailboxes are part of the common grounds and no additions or alterations are permitted without approval of the Board of Directors.
- 1.3.11 Outside faucets must be drained and shut off using the shut off valve under the kitchen sink in preparation for winter.
- 1.3.12 Rubbish may be placed at the end of the driveway after 6:00 P.M. the night before service. Waste containers and recycling bins must be returned to and stored in the garage by 6:00 A.M. the day after pick up.

- 1.3.13 Playground – type equipment, including swing sets, must meet safety standards and be approved by the Board of Directors. Requests to install them anywhere on your property must be made in writing with a description of the equipment, the placement on the property, and the method of installation. Requests may be reviewed by our insurance agent.

2 GARAGE AND PARKING GUIDELINES

- 2.1 Vehicles may be parked in the garage or on the driveway only. All roads must be kept clear so that emergency vehicles have easy access. Vehicles in violations are subject to towing at the owner's expense. In no case should residents or their guest(s) block access of other residents to their driveways. Unlicensed or inoperable vehicles are prohibited from the Association property.
- 2.2 No vehicles of any kind may be parked on the lawn, common property, or Association grounds, except as described in paragraph 2.1.
- 2.3 Parking in front of mailboxes is not permitted. The postal carrier will not deliver mail if there is anything obstructing the mailboxes.
- 2.4 No boats, trucks, campers, trailers, snowmobiles, or recreational vehicles other than vehicles operated on a daily basis shall be kept on the property owner's property, driveway, or street parking areas longer than 48 hours.
- 2.5 Snowmobiles, mini-bikes, ATV, go-carts, etc. shall not be operated on common area or other Association grounds.
- 2.6 All driveways, walkways, and sidewalks are to be kept free of obstructions of any kind that would constitute an obstacle or hazard.
- 2.7 Auto repairs of any type are prohibited if repair takes more than one day to complete or if done for hire. Any hazardous fluids must be disposed of in a way that complies with all village, county, and state laws. No hazardous materials may be disposed of or left on Association property.
- 2.8 The property owner must ensure that no activity results in damage to the driveways.
- 2.9 No vehicles should be parked in such a way as to interfere with snow removal. Any additional snow removal costs to the Association caused by vehicles parked on the property or on the street by a property owner, their tenant, or their guest(s) will be charged to the property owner.

3 ASSOCIATION POLICY GUIDELINES

3.1 Dues

Monthly dues payments (assessments) are due and payable on or before the 1st of each month. A \$20.00 late fee will be charged for payments which arrive after the 15th of the month or which are less than the amount due. The Association will not waive late charges for any reason except error.

Accounts which continue to be delinquent past 60 days can expect the Association to seek legal means to obtain payment. Monthly dues amounts are up for review on an annual basis.

3.2 Rental of Units

The following regulations have been adopted for any owner leasing a unit:

- a) The unit and its garage must be leased together in their entirety and cannot be subleased.
- b) Owners must inform the Association with written notice to the Secretary of the Board of Directors whenever they lease/rent their unit. Information is to be supplied to the Board no later than the commencement of the lease. This must include:
 - a. A copy of the rental/lease agreement
 - b. The name and phone number of the renter and all occupants of the home
 - c. The term of the rental agreement
 - d. A signed Certificate of Residency
- c) The lease must state that the renters must abide by all provisions contained in the By-laws, Declarations, Articles of Incorporation, and Rules and Regulations and that failure to do so would be a default of the lease.
- d) The owner must supply a copy of the rental agreement information requested above each time a unit is leased or rented to a new renter/occupant, or whenever the rental period is extended or renewed with an existing renter.
- e) It is the owner's responsibility to handle all maintenance and repairs to the unit that are not the responsibility of the Association and to make sure the renter understands that all matters regarding maintenance and repair of the unit are to be handled with the owner and not the Association.
- f) It is the owner's responsibility to supply a copy of the Rules and Regulations to the renter. The owner is to ensure that the renter and occupants comply with all of the Rules and Regulations.
- g) The Association will bring to the attention of the owner any violation of the Rules and Regulations or other governing documents of the Association by a renter, occupant, or their guest(s). Upon notification from the Association, the Association will enforce its Rules and Regulations.

3.3 Business Use

Each unit may be used for single family residential purposes only and no commercial activity may be conducted out of any unit.

3.4 Sale of Units

- 3.4.1 Any owner contemplating the sale of a unit must inform the Secretary of the Board of Directors in writing of such intent at the time the unit is offered for sale.
- 3.4.2 The Association will, upon request to the Management Company by the Property Owner, provide Association documents, a statement of unpaid Association fees or assessments, and other information as required by the governing documents. A reasonable charge will be made for the issuance of such documents as determined by the Management Company.
- 3.4.3 Within thirty (30) days after the purchase of a unit, the new owner must register in writing with the Secretary of the Board of Directors. The information required is:
 - a) The full name(s) of the property owner

- b) Mailing address, if different the property
- c) Phone number to be used in case of emergency (this is not provided to any other party)

3.5 Disturbances

Property owners and occupants shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.

3.6 Compliance with the rules and regulations

Each Owner and Occupant is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, lessees, and other persons during the time they are upon or using the property. By acceptance of the title to a Unit, or by the occupancy of a Unit, each Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss, or damages incurred as a result of any violations by the forgoing persons.

3.7 Complaint Procedures

- 3.7.1 Since voluntary compliance with the Association Rules and Regulations is not always obtained, it has been occasionally necessary for the Board to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.
- 3.7.2 Members of the Board of Directors serve without compensation and they are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with the Association Rules. It is also hoped that the complainant has first attempted and failed to obtain voluntary compliance without official intervention.
- 3.7.3 Complaints regarding Associations Rules, Regulations, and Policies must be submitted in writing. They can also be submitted in person at a meeting of the Board as long as it is brought in writing. Questions pertaining to the Rules or Policies established or administered by the Board shall be acted upon or referred to an established committee. The response to the complaint or the answer to the question will be in writing and may not be completed at the first Board meeting. *Anonymous complaints will not be accepted.*
- 3.7.4 Complaints regarding rules violations by property owners must be submitted in writing to the Board. They can also be submitted in person at a meeting of the Board as long as it is brought in writing. The complainant should have already discussed the complaint with the offending party, and must indicate the response received. *Anonymous complaints will not be accepted.* Complaints will be kept confidential by the Board as far as practical.

3.8 Enforcement Procedures

3.8.1 Authority to establish and assess fines

- a) Any Owner or Occupant who violates these or any future regulations or restrictions shall be required to pay a fine in the amount determined by the Board to be appropriate for the infraction, but not to exceed \$200.00 for each month per time the violation occurs. In addition, any Owner who violates these regulations shall be subject to all legal remedies available to the Association, and by all other residents, as provided in the Declaration, the

By-laws of the Association, and by Law. Any fine shall be assessed against the unit and collected in the same manner as other Associations assessments.

- b) The Owner shall assume full responsibility for payment of any assessed fines when the fine is a result of action by owner's Occupant or Lessee.
- c) Any costs for the repair of Association property resulting from the violation of any of the Rules or Regulations will be assess in addition to any fine.

4 BOARD OF DIRECTOR'S AUTHORITY ACCORDING THE DECLARATION

- 4.1 Authority to Regulate: The Board has full authority to review these Regulations and change, alter, grant waivers, or delete any portion or sections as it sees fit to further the health, welfare, and safety of the Owners and Occupants
- 4.2 Authority to Enforce: Any resident who violates or disregards the decisions and directives of the Board in their enforcement of these Rules and Regulations can be required to pay a fine as determined by the Board
- 4.3 In addition, any Owner or Occupant who violates the Board's directives and enforcement decisions shall be subject to all legal remedies available to the Association, it's Board, and all other residents, as provided in the By-laws and by Law.

4.4 Notice to Members

The Board of Directors will provide reasonable notice of any changes in these Rules and Regulations to the members of the Association.



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CERTIFICATE OF RESIDENCY

This form is must be completed by any owner who chooses to rent or lease his or her unit. After completion, please submit it to the Secretary of the Board of Directors or mail it to the Management Company.

Please make as many copies of this form as you need. If you must request additional copies, please contact the Management Company. You may be charged for them.

Please see the Rules & Regulations for further requirements.

NAME OF OWNER: _____

MAILING ADDRESS OF OWNER: _____

PHONE NUMBER OF OWNER: _____

ADDRESS OF UNIT BEING RENTED / LEASED: _____

NAME(S) OF RENTER AND ALL OCCUPANTS: _____

EMERGENCY PHONE NUMBER FOR RENTER: _____

LEASE START DATE: _____ LEASE END DATE: _____

I have provided a copy of the Rules and Regulations to the renter and explained to them that they must comply with them. YES _____ NO _____

As required, a copy of the lease is attached.

OWNER'S SIGNATURE: _____

DATE: _____