

**Administrative  
Rules and Regulations  
March, 2022**

- 24) The Executive Board reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the Units and Property and for securing the comfort and convenience of all occupants thereof.
- 25) Request for Board approval of changes as defined above as well as requests for changes or additions to the Rules & Regulations of The Villas at Shrewsbury Condominium Association must be submitted in writing to the Executive Board.
- 26) The Executive Board upon notice may levy fines upon Unit Owners for violations of the Declaration, By-Laws, or Rules & Regulations. Unit owners shall be responsible for ensuring compliance with the Declaration, By-Laws, or Rules & Regulations by their guests, licensees, relatives, employees, and any other persons whom they invite or otherwise cause to be upon the premises, and penalties for such violations by such persons may be levied against the Unit Owner.
- a. Notice of violations, fines, or penalties will be mailed by regular mail from the USPS and it is the assumption of the association that delivery of these notices is confirmed if the mail is not returned to the Management Company within 15 business days.
- b. **Schedule of Fines for Rules and Regulation Violations**
1. Unless otherwise designated in the Declaration & By-Laws, the Rules & Regulations, or by this association's Executive Board, a 1<sup>st</sup> violation of any article of the Rules and Regulations of the association shall result in a violation notice being sent to the offending homeowner, and no fine will be imposed at this point.
2. Upon failure to abate the offending violation or upon a 2<sup>nd</sup> violation of any article of the Rules and Regulations of the Condominium Association, the homeowner shall be sent a second notice of violation which will include a \$50 fine. The homeowner will be given a specific period of time, as determined by the Board, to correct the violation.
3. Upon failure to abate the offending violation or upon a 3<sup>rd</sup> violation of any article of the Rules and Regulations of the Condominium Association, the offending homeowner shall be fined no less than \$100 per month/per violation in a calendar year, unless otherwise designated in the Declaration and By-Laws, the Rules and Regulations, or by this association's Executive Board.
4. Homeowners have the opportunity to appeal any and all fines or an impending fine, by a written request sent to the Board within 15 days of receiving the violation notice. If no documented request is made, the fine will be imposed as scheduled without further opportunity for review. The decision by the Board on an appeal request is final.
- c. A homeowner may appeal, or cause an investigation of any rule, By-Law, violation, fine or penalty as provided by state law, however, the homeowner will be responsible for all legal

expenses incurred by the Executive Board in responding to an appeal or investigation if the Executive Board prevails, or no state action is taken.

27) Any owner of a unit may lease said unit only in its entirety by a Written Lease or Sublease:

- a. Must be for a minimum period of not less than twelve (12) months;
- b. No portion of a unit (less than the entire unit) may be leased for any period;
- c. A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof;
- d. The rights of any lessee or sub-lessee of the unit shall be subject to and bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws, and Rules and Regulations, and a default there under shall constitute a default under the lease or sublease;
- e. A Submission form (see Exhibit B) shall be attached to the executed lease to serve as a formal agreement whereby the Unit Owner, Lessee, & Association are of the understanding that the lessee understands their responsibility to the Association and has received copies of the Declaration, By-Laws and the Rules & Regulations.

Failure of the landlord to provide the lease to the Executive Board within the designated time frame or any lease that fails to meet any of the criterion (guidelines) of this rule will result in a fine of \$200 per month until the violation is corrected by the landlord.

As permitted by the Association Declaration in accordance with paragraph F of the Leasing section, all landlords will be assessed an annual administrative fee, to be determined by the Board, and collected on or before April 30<sup>th</sup> of each year. This fee may be increased annually by the Board.

SEE LEASE SUBMISSION FORM TO FOLLOW NEXT PAGE

**THE VILLAS AT SHREWSBURY**  
**LEASE SUBMISSION**

Date: \_\_\_\_\_ Unit Number: \_\_\_\_\_

We are attesting to the understanding and agreement to the following as it pertains to the Declaration, By-Laws, and Rules & Regulations of The Villas at Shrewsbury Condominium Association.

1. A copy of the fully conformed written lease will be attached to the Submission form and provided to the Executive Board or Management Company within ten (10) days of execution.
  
2. A copy of the Declarations, By-Laws and Rules & Regulations have been provided to the Lessee (s), and wording within the Lease states that all occupants of said Unit are subject to these documents.
  
3. The Unit Owner may be assessed a daily fine if violations occur after duly notifying Lessee and Unit Owner of infractions(s) taking place.
  
4. By signature below, both the Unit Owner(s) and Lessee(s) acknowledge they have read and fully understand and will abide by the current Rules & Regulations of The Villas at Shrewsbury Condominium Association.

\_\_\_\_\_  
**Printed Name: Unit Owner**

\_\_\_\_\_  
**Printed Name: Unit Owner**

\_\_\_\_\_  
**Signature: Unit Owner (date)**

\_\_\_\_\_  
**Signature: Unit Owner (date)**

\_\_\_\_\_  
**Printed Name: Tenant**

\_\_\_\_\_  
**Printed Name: Tenant**

\_\_\_\_\_  
**Signature: Tenant (date)**

\_\_\_\_\_  
**Signature: Tenant (date)**

**Received:** \_\_\_\_\_

**Reviewed:** \_\_\_\_\_

**Board Member (date)**

28) On the date that a Unit is conveyed, the new Unit Owner shall be required to pay the Association an initial "one time" assessment of \$250.00. These non-refundable \$250.00 payments will fund a reserve that has been established to provide for unanticipated expenses and the replacement of capital items. This \$250.00 assessment shall be due with respect to all Units that are resold.

b. Resale Certificate

On notice to the Board from the management company of an impending sale of a residential property, the Board or their representative will perform an outside inspection of the unit to ensure any alterations or improvements to the unit or to the limited common elements do not violate any provision of our documents; and that these common elements are in compliance with the association's Rules and Regulations (R&Rs). The outside of the unit will also be inspected to ensure conformance to the appearance aspect of the (R&Rs) document as stated in the preamble. All violations will be reported in writing to the seller (unit owner) and these violations must be corrected within **thirty (30) days**, unless otherwise stated. The unit owner will be assessed a fine in accordance with our Schedule of Fines (Rule 26b) for any violation remaining uncured more than **thirty (30) days** after notice to the unit owner. Fines will be assessed every **thirty (30) days** until corrected.

The Association will make every effort to collect all outstanding assessments, including fines, and resolve all violations prior to or at settlement. Unresolved violations, ongoing fines, or both will be included on the resale certificate issued to the new unit owner, with a statement that issues are unresolved and will continue to accrue penalties and fines until resolved.

29) Annual Summer Inspection (ASI): Each year the Board, through the Management Company, will announce that an annual summer inspection (ASI) will be performed for the purpose of reminding homeowners of ongoing maintenance issues with their units and for any violations that may be presented during that inspection. After the announcement and approximately in one month's time frame, the Board will hire a private contractor through the Management Company to perform the inspection. A full report of the issues and any violations will be presented to the Board. The Board will review the report; make necessary changes, corrections, (based on the R&Rs of the community) and the report will be given to the Management Company. The Management Company will send out violation letters to those affected. All those unit owners who were cited for violations will be given **six weeks to correct the violations.** NO EXCEPTIONS. A second inspection will be performed by the contractor or the Landscaping Committee. A report will be generated by the contractor and reviewed for clarity by the Board. Any remaining violations will be reported to the individual unit owner with a fine of \$100 per month for each violation noted. The violation notice will remain in effect until the unit owner notifies the Board (through the Management Company) that the violation has been corrected. A re-inspection will occur to confirm that the correction has been made and is acceptable according to the rules and regulations.

Any unit owner may appeal the violation or fine with a written request to the Board. Excuses for non-compliance will not be recognized unless severe or unusual circumstances exist to support the request. Unit owners are reminded that the exterior of their individual units, decks, sidewalks, driveway pads, and mulch beds are their responsibility to maintain at their expense.

- 30) No Unit Owner shall make or permit any disturbing noises, or do or permit anything to be done at their Unit, which will interfere with the rights, comforts, or conveniences of their neighbors. This would include, but not be limited to, playing musical instruments, vocalizing, operating a television set, stereo or other loud speakers in or outside of their Unit.

Courtesy Quiet Hours

Weekdays: 11:00 P.M. until 7:00 A.M.

Weekends: 11:00 P.M. until 8:00 A.M.

- 31) **Parking lots are to be primarily used as visitor parking;** however, during snow events, holidays, or road maintenance, including driveways, residents may use the parking lots on a temporary basis. Parking lots and streets are not to be used for long storage of vehicles. Any vehicle not used on a daily basis, or used the least, should be stored in the garage or driveway pad. This is to avoid the appearance of hoarding parking lot spaces. The large parking lot will have 5 spaces designated for visitor parking only. The small parking lot will be exclusively for visitors. Signs will be posted accordingly. Abuse of this rule will result in a fine of \$100.00 per incident. If there are extenuating circumstances regarding this rule, please contact the Board for resolution.
- 32) No vehicle shall exceed a speed of twenty-five (25) miles per hour on Condominium property.
- 33) No nuisance shall be allowed on the Condominium property. Also prohibited is any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by the residents. All parts of the Condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No Unit Owner shall permit any use of their Unit or make any use of the common elements that will increase the cost of insurance on the Condominium property.
- 34) No improper, immoral, offensive or unlawful use shall be made of the Condominium property or any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 35) Dogs, cats and other domestic pets will be allowed on the property, provided that they shall not disturb or annoy other occupants of the Units. In no event shall any dog, cat or other domestic pet be permitted in any of the common areas, unless carried or on a leash, nor in any grass or mulch bed under any condition. Any animal droppings on common areas must be **immediately** removed. No more than two domestic pets are permitted per unit.
- 36) Any damage resulting from misuse of any water closet or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

- 37) All unit owners have at a minimum, at least 2 parking spots that are exclusively for their personal use, some have 4 spaces. As such, **primary parking must be in your driveway and in your garage first**, prior to parking on the street. Unit owners are permitted to have **only one car** on the street or parking lot. Having the option to park one car on the street to avoid shuffling of cars is an acceptable reason to utilize the street. The street is for temporary parking not for storage or hoarding of available parking. If there are extenuating circumstances regarding this rule, please contact the Board for resolution.

No vehicle shall be parked in such a manner as to impede, or obstruct access to any entrance or exit from any unit, fire hydrant, mailbox or parking lots. Vehicles, bicycles, motorcycles are prohibited from being parked on the lawns at any time. Parked vehicles shall not impede access by emergency vehicles within the community. There shall be no parking on the inner circle of Prospect Circle, and no parking on the mailbox side of Fairmount Court. All persons shall obey any parking or traffic regulations promulgated in the future for safety, comfort and convenience of Unit owners.

All vehicles parked on any street must be moved to accommodate snow removal, and road treatment activities, otherwise these areas will not be plowed or treated. Violation of any portion of rule 37 will result in a fine of \$100.00 per incident. The Executive Board has the right to tow and store, at the owner's expense, any vehicle that is improperly parked or in violation of the Rules and Regulations of the community.

- 38) Complaints regarding Homeowner Association provided services to the Units should be made in writing or emailed to the Management Company.
- 39) No unit owner or any of his agents, employees, licenses or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.
- 40) No boats, campers, trailers, commercial or recreational vehicles are permitted on the premises, except as such commercial vehicles may be present in the usual transaction of business, **unless stored in the garage.**
- 41) Garbage may be tied in large plastic bags and placed in cans with lids. Please use large **black** plastic bags for regular garbage not kept in trash bins. Materials to be recycled (newspapers, plastic bottles, & jugs #1, 2, & 5, aluminum & steel cans and glass) may be put in tied large **CLEAR** plastic bags and placed in the recyclable bin provided by the trash hauler. Corrugated cardboard should be broken down. The cans and recycling bins must be placed at the end of the driveway for pick-up on designated days. All other times the above-mentioned articles must be kept in the garage.

Sometimes you may find that our rules vary from what the trash hauler guidelines has stated. We work through Shrewsbury Township's governing body for direction for trash collection policy and that overrides what the trash hauler stated. Rule 41 guidelines are based on direction from the township.

- 42) Littering is prohibited at all times in all common areas and limited common areas.
- 43) Permanent occupancy of units is limited to six persons.

44) Use of the common elements by unit owners to entertain an event, party or play games must have prior approval by the Executive Board. Fireworks of any kind are not permitted on the Villas' premises. A firework violation will result in a \$100 fine.

NOTE: In 2004 it became a state law that newly completed living space in the basement must have an egress.