

# **The Crossings at Big Bend Homeowners' Association**

## **Rules and Regulations**

**Updated 10/2/18**

### **POLICY 1. EXTERIOR ADDITIONS AND ALTERATIONS**

1. All requests for modifications, additions and/or alterations to the exterior of a lot/unit shall have the written approval of the Board of Directors prior to any modifications, additions, or alterations occurring.
2. All requests for modifications, additions, or alterations shall be submitted in writing to the Association's Managing Agent for consideration by the Board of Directors using the form available from the Managing Agent. Approval/denial will be mailed or e-mailed within 30 days of submission.
3. The Association provides some exterior maintenance. Please refer to Indentures of Trust and Restrictions and subsequent Amendments for covered items. The Association does provide maintenance to roofs, siding, gutters, and shutters. Any damage caused by homeowner's neglect is the responsibility of the homeowner, (e.g., vegetation or heat-producing items, such as a barbeque pit/fire pit/ashtray) causing damage to the exterior because of being too close to the house.
4. A homeowner is responsible for replacing or repairing items deemed necessary by the Board, (e.g., front porch bannisters, porch lights, back lights, concrete, lawns, mailboxes, decks, patios, landscaping, etc.)
5. A homeowner may make no change to the structure or appearance of a deck/patio/yard without prior written approval of the Board of Directors. This excludes existing flowerbeds.
6. A homeowner is responsible for the repair, replacement and maintenance of his/her deck/patio. If a homeowner fails to properly maintain his/her deck/patio, the Association may elect to maintain the deck/patio and assess the homeowner accordingly.
7. Each homeowner is responsible for power washing and sealing his/her deck or patio surface, stairs and railings. A clear or appropriate colored waterproofing preservative or sealer must be used. Concrete patios will occasionally need to be power washed.

8. Artificial grass, carpet, vinyl, plastic or other like products shall not be permanently placed on the surface of any deck or patio.
9. Front porch, deck/patio and any area visible from the street are to be kept in an orderly condition and shall not be used for storage. Cluttered appearance is prohibited (e.g., no wheel barrows, trash cans, trash bags, boxes, yard waste, coolers, etc.) and no item should be placed any place that restricts or hinders lawn, street or building maintenance (e.g. excessive furniture, decorations, planters, etc.). A small trash can for pet waste may be placed out of sight on front porch.
10. No structural additions to a unit (e.g., sunrooms) are permitted. Screened in porches below a main level deck are permitted with Board approval.
11. A solid white or cream-colored, retractable awning is permitted on the backside of a unit. The requesting homeowner must obtain approval from the Board of Directors prior to installation or replacement. Damage caused by the awning is the responsibility of the homeowner.
12. As stated in Section 10 of the Indenture of Trust and Restrictions, no clothesline, swimming pool, play equipment, or other structure will be allowed anywhere on any lot.
13. As stated in Section 10 of the Indenture of Trust and Restrictions, only one antenna or satellite dish is allowed per lot. The antenna or satellite dish must be mounted to the rear of the unit, and not visible from the street. Any damage caused by dish/antenna is the homeowner's responsibility (e.g., leaking roof, holes in siding, etc).
14. Maintenance, repair or replacement of the overhead garage door and the garage door opener are the responsibility of the homeowner. A homeowner may make no change to the outside appearance of a garage door without prior written approval of the Board of Directors.
15. Front storm doors must be full-view (without any physical obstructions, e.g., windowpanes inside of glass or snap on glass surfaces) and white or green in color with brass trim. Prior to installation homeowner must have written approval of the Board of Directors.
16. Replacement windows must have grids in window if the window faces the street. Homeowners must have written approval of the Board of Directors before any windows can be replaced.
17. Front doors must be green in color. Doors may be solid 6-pane, have glass inserts such as half-moon, etc. Doors must be approved by the Board of Directors.
18. Back storm doors should complement the unit. Prior to installation of a rear storm door, the homeowner must have approval of the Board of Directors.

19. The homeowner is responsible for maintaining, repairing and replacing his/her concrete porch, patio, driveway, sidewalk, except those maintained by the city of Manchester.
20. The area between driveways may be bricked (terra cotta color, interlocking bricks only) with prior written approval of the Board of Directors. Request must include the signature of connecting homeowner and both homeowners are responsible for maintaining the area.
21. The area on the side of driveways may be bricked (terra cotta color; interlocking brick only) with prior written approval of the Board of Directors. This area should be no more than 12" wide, or 18" if needed to accommodate wheelchair accessibility, and is the responsibility of the homeowner to maintain.
22. Window air conditioners are not permitted.

## **POLICY 2 GROUNDS, ADDITIONS AND ALTERATIONS**

1. All modifications, additions, or alterations to the exterior of a lot/unit shall have the written approval of the Board of Directors prior to and modification, addition or alteration occurring.
2. All front yards, including flowerbeds, must have a tree or bush. Due to small front yards, ornamental trees may be planted as replacements of the existing large front yard trees. Large trees may be removed without Board approval. The homeowner must have prior written approval of the Board of Directors to plant a replacement.
3. Trees and bushes planted in the back yard must be approved by the Board of Directors. No trees or bushes may be planted near or on the property line without approval of adjoining property holder.
4. While the Association provides some maintenance to front yard trees and shrubs, (e.g., trimming and pruning), the homeowner is responsible for the maintenance and replacement of these items. Trimming is currently provided twice a year, spring and midsummer.
5. In spring and fall, or as necessary during the year, homeowners must prune any bushes or trees planted by them in the front, side or back yards. If trees and bushes are in severe need of pruning and this is not done by the homeowner, the Association may have them pruned and assess the homeowner accordingly.
6. Landscape plantings by the homeowner shall be the homeowner's responsibility to maintain, such as, but not limited to: watering, weeding, trimming, cultivation and

fertilizing. Such plants shall be placed within existing planting beds, unless prior authorization is granted by the Board of Directors to plant new landscape beds.

7. Lawn ornaments, such as statues and gazing balls, may not be placed outside of flowerbeds so as not to interfere/restrict lawn maintenance. Lawn ornaments (no more than 5) may be placed in existing beds or on porches. Solar lights may be placed in existing beds and do not count as lawn ornaments. All such items, if damaged, shall be the personal responsibility of the homeowner.

8. Homeowners are responsible for watering and maintaining their yards, front, side and back. Fines may be assessed for non-watering/reseeding yards.

9. If a homeowner's yard appears unsightly, the Board of Directors may require a homeowner to improve/fix his/her yard, (e.g., bare spots, dead grass). If such is not completed the homeowner will be subject to a fine in accordance with the Rules and Regulations.

10. The Association is not responsible for the replacement of sodded/grassy areas in any area of a homeowner's lot for any reason. Homeowners are responsible for upkeep and replacement of dead grass or unsightly bare areas.

11. No homeowner shall maintain any type of vegetable garden, (e.g., tomato plants or vegetables) anywhere in yard or flower beds. Pots of reasonable size for tomato or vegetable plants may be kept in the back yard or a deck or patio.

12. Every lot owner is responsible for raking his/her own leaves and placing them in appropriate yard pick-up bags for pick up by the trash service.

### **POLICY 3 PETS**

Residents must abide by the rules of the City of Manchester. The number of domestic pets shall be limited to three (3). No exotic pets/animals are permitted.

1. All pets must be leashed and at all times under control of their owner.

a) Pet owners wishing to install an electric fence must first obtain written approval of the Board of Directors.

b) Pets may be staked or contained in a yard with an electric fence and left unattended in either the front or backyard as long as pet is not bothering/disturbing neighbors.

c) No pet is allowed to run free day or night.

d) Pet owners are responsible for immediate removal and proper disposal of their pet's waste anywhere in the subdivision, including their own yards.

2. Each pet owner is fully responsible for all damages/injuries caused by his/her pets and hereby indemnifies and holds harmless all other homeowners, the Board of Directors and the Association and Management Company for any personal injury or property damage committed by that owner's pet.

3. Pets' continuous barking either outside or inside homeowners' unit or otherwise annoying their neighbors is not permitted. Residents may call Manchester Police if owner does not control his/her pet. Call non-emergency dispatcher 636-527-9200.

4. Violations of the above policy shall be reported in writing to the Managing Agent noting date, time, location and homeowner/guest violating above policies and must be signed by the reporting resident. Signed reports will be considered by the Board of Directors for determination of whether or not a fine should be assessed.

## **POLICY 4 PARKING**

1. No automobile shall be parked facing the traffic lane's direction or across a sidewalk or driveway.

2. Parking is strictly prohibited on the side of the street, including both cul-de-sacs, designated as a fire lane by the Valley Park Fire Protection District. Signs are posted. This law is enforced by the City of Manchester Police Department.

3. It is highly recommended that all homeowners utilize their garages and driveways and not the street to house their vehicles.

4. Parking is strictly forbidden in front of mailboxes especially during mail delivery time. Signage restricting parking on the street from 9:00am to noon Monday thru Saturday have been posted throughout the subdivision.

5. Commercial trucks in excess of one ton, boats, trailers, campers and recreational vehicles shall be parked only for loading or unloading.

6. Any vehicle appearing to be commercial in nature must be parked inside a garage.

7. Motorcycles and scooters are considered motor vehicles and are to be parked in garages, driveways, or on street.

8. No vehicle shall be parked on the street or exterior driveways for the purpose of repair or sale.

9. No derelict vehicle shall be parked on the street. A derelict vehicle is one that is parked in the same spot for more than forty-eight (48) hours without any movement. If you believe a vehicle is derelict, contact the Manchester Police Department (636) 527-9200.

## **POLICY 5 PEACE DISTURBANCE/VANDALISM**

1. Any person who is on the property of a homeowner or on the common elements shall conduct himself/herself in a manner so as to not disturb other residents. Offensive activity includes, but not limited to: shouting, fighting, drunk and disorderly conduct, loud playing of audio/video equipment and musical instruments.

2. Homeowners are responsible for the members of his/her household and their guests. Any such disturbance should be reported to the Manchester Police Department - (636) 527-9200.

## **POLICY 6 SEASONAL/HOLIDAY DECORATIONS**

1. Seasonal decorations, (i.e., Valentine's Day, Easter, July 4th, Halloween) may be displayed one month prior to the holiday and must be removed one week after the holiday.

2. December holiday decorations may be displayed from the weekend prior to Thanksgiving through January 31st. of the following year. In the instance that inclement weather exists during the entire month of January, the Board of Directors may extend the January 31st deadline, if the Board deems it necessary.

3. No hanging lights (patio lights) shall be placed in front yards or on front porches of units unless the lights are part of holiday decorations.

4. The Board reserves the right to instruct a homeowner to remove any decoration that may be offensive in nature.

## **POLICY 7 TRASH CONTAINERS**

1. Garbage and refuse pick-up is partially paid for by the City of Manchester. Appropriate recycle containers are provided by the trash removal company. Residents are responsible for purchasing trash cans. Trash is picked up once a week and is limited to 7 cans or plastic bags secured with ties.

2. Homeowners are required to use plastic bags with ties to minimize offensive odors,

reduce pest problems and trash blowing in yards and common areas.

3. All cartons and debris shall be crushed and securely tied, or placed in appropriate containers.
4. Recyclables shall be placed in the appropriate container provided by the trash removal company.
5. Trash containers and recycling containers shall be set at the curb no earlier than the evening before pickup and shall be removed no later than the end of the day of pickup. Please place trash containers in area between sidewalk and curb, not on the sidewalk.
6. No trash containers or bags shall be kept outside on any lot or porch. The owner is responsible for placing their trash containers inside their garage until the next trash day.
7. Yard Waste collection service is provided year round. Yard waste bags can be purchased from local stores and should be placed at the curb at the same time for trash and recycling. Yard waste must be bagged in standard paper yard waste bags. There is no limit on the number of yard waste bags.
8. Customer owned containers for yard waste should be marked with the letter "X" or the words "YARD WASTE ONLY".
9. Items over four feet (4') high or long must be broken down or cut into pieces four feet (4') or less. Tree/shrub branches must be bundled together.
10. If a legal holiday falls on a trash pick-up/recycling day, the pick-up for that week will be one day later.

## **POLICY 8 COMMERCIAL ACTIVITIES**

1. Business or commercial activity is not permitted in areas zoned residential.
2. Each unit shall be used as a single-family residence and for no other purpose.
3. Individual garage sales are not permitted. One subdivision wide garage sale a year is permitted and is organized and advertised by the Board of Directors. The sale is limited to one Saturday from 7:00 am to Noon. To participate residents must obtain a garage sale permit from Manchester City Hall.
4. An estate sale is permitted upon the death of the homeowner for the liquidation of the home's contents. The sale is limited to one Saturday from 7:00 am to Noon and must be pre-approved by the Board of Directors.

## **POLICY 9 SIGNS**

1. No Signs (non-political) shall be displayed as follows:
  - a) on common ground
  - b) attached to the outside on any building
  - c) lawns - front or back
  - d) in any window or door of any unit unless with prior written approval of the Board of Directors. This excludes small security, health, and Fire Department notification signs.
2. Political signs - maximum of three (3) are permitted per lot two (2) weeks prior to an election and shall be removed by sundown of the election day.
3. No political signs may be placed in common areas.
4. No sign shall be over 2' x 3' size.

## **POLICY 10 SALE/LEASE OF PROPERTIES**

1. One "For Sale" or "For Lease" sign may be displayed on the front lawn.
2. One "For Sale" or "For Lease" sign may be placed at the entrances and must be placed so as to not hinder or obstruct a driver's view of oncoming traffic.
3. Before the unit may be occupied by a tenant the owner must apply for an occupancy permit from the City of Manchester and a copy submitted to the Managing Agent.
4. All leases shall have an initial term of a minimum 12 months and the lease shall incorporate the Association Policies; shall include provisions that any violation of Association Policies shall be a basis for termination of the lease by the Board of Directors; shall appoint the Board of Directors as attorney-in-fact; shall include provisions for the Board of Directors to enter the property to note violations; and shall include a copy of the Indenture of Trust and Restrictions.
5. Any homeowner who leases a property shall be required to provide a copy of the lease or renewal to the Managing Agent.
6. Once the prior tenant leaves the unit and a new tenant wishes to lease the unit a new occupancy permit must be obtained from the City of Manchester and the above rules followed.
7. All leased properties must follow the ordinances of the City of Manchester and these



## Rules and Regulations.

8. All lot owners are responsible for their tenants' actions. Tenants shall understand all CBB rules. If a violation occurs, the lot owner shall receive the violation, not the tenant.

## **POLICY 11 VIOLATIONS, FINES, APPEALS AND LIENS**

1. Any violations of these policies and/or Indenture of Trust and Restrictions contained therein, shall subject the homeowner to a fine levied by the Board of Directors. The Board of Directors shall warn the homeowner for the first such violation. Thereafter, a fine shall be imposed in the amount of \$100.00 for second violation, \$150.00 for third violation, and \$200.00 for any subsequent violation; unless a specific section sets a different fine than above. Homeowners shall be responsible for themselves, any members of their household, their guests and their lessees.

2. Imposition of fines shall be in addition to the Board of Directors' remedies at law or in equity and the imposition of said fines shall not be considered a waiver of all or any remedies available to the Board of Directors.

3. Any homeowner against whom a fine is levied shall have ten (10) days from receipt of the notice to appeal the fine. The Board of Directors will evaluate the appeal, to the best of their ability, and respond back to the homeowner either enforcing or withdrawing the fine.

4. Any unpaid fine after a period of thirty (30) days from the letter of notice of fine, or in the event of protest, after the Board of Directors' final determination, shall be collected in the same manner as a monthly assessment as described in Policy 12 below.

5. The Board of Directors reserves the right to call a Homeowner before the Board to Discuss any subdivision related topic it deems necessary.

6. The Board of Directors has the ability to impose a fine for any violation of the Rules and Regulations and/or Indentures of Trust and Restrictions.

## **POLICY 12 COLLECTION OF ASSESSMENTS**

1. The Board of Directors of The Crossings at Big Bend Homeowners' Association implements the following schedule and procedures through the Management Company and/or attorney. The monthly assessment amount is to be documented annually to all homeowners by way of serving notice of the date the Association budget was ratified, together with a means for the homeowners to remit monthly assessments to all

homeowners at their last known mailing address on or before December 1st of the preceding fiscal year (the Association's fiscal year is January 1st through December 31st).

2. Assessments are expected to be paid at least on a monthly basis. Assessments may also be pre-paid annually, quarterly, bi-monthly, etc.
3. Automatic deduction through bank accounts is offered by Managing Agent.
4. All assessments or fines shall be sent directly to the Association's bank.

### **DELINQUENT ACCOUNTS**

If a homeowner is experiencing extenuating financial circumstances, please contact the Managing Agent to make other payment arrangements.

1st of month: Monthly assessment is due.

10th of month: Late Notice sent to homeowner with the imposition of the monthly late charge amount (currently \$25. per month).

1st of second month: Monthly assessment is due.

10th of second month: Late notice to homeowner with the imposition of the monthly charge amount and a notice to include the statement that a lien will be mailed to the homeowner and the annual assessment amount (accelerated payments) will become due and payable on the 1st of the third month if the amount due on the notice is not paid within 10 days.

1st of third month: The Board shall authorize:

- a) Legal consult to collect the late assessment(s).
- b) The Board may authorize a lien to be placed on the property.

No resale certification will be released for resale purposes for any homeowner that is not current in assessments.

### **RETURNED CHECKS - Insufficient Funds/Stop Payment**

The responsibility for any check presented for payment of the Association assessments is solely that of the homeowner. As such, the homeowner, not the signee of the check, is responsible for a return check charge at the current rate.

- a) Checks are presented by the Association for payment once. The Association retains the returned check until the check is replaced with a Cashier's Check, Certified Check, or Money Order. No cash will be accepted for payment of assessments.

b) The reversal of a payment from the homeowner's assessment account will be processed upon receipt of the returned check and notice and imposition of a returned check charge will follow the same day.

c) The removal of the original payment and the assessment of a returned check charge may initiate collection procedures for delinquent accounts as stated above. Upon receipt of full payment (assessment and returned check charges) the check(s) will be returned to the maker.

d) Three (3) returned checks in any twelve (12) month period will necessitate the unit owner to remit all future payments to the Association in the form of a Cashier's Check or Money Order.

e) The homeowner may request the Board of Directors to review his/her account after four (4) consecutive and timely monthly payments have been received.

## **POLICY 13 COMPLAINTS AND COMMENTS**

1. All notices, complaints and comments, unless in the case of an emergency, shall be made to the Management Company for consideration by the Board. The correspondence shall be signed by the homeowner and shall include his/her address and phone number or e-mail address and sent to the Managing Agent.

2. For emergency situations, please contact the appropriate authorities immediately and then the Managing Agent. A Managing Agent will inform the President of the Board of Directors of all emergency situations.

3. The Board of Directors are unpaid volunteers and are not to be contacted at their residence for any matter.

## **POLICY 14 MAINTENANCE REQUESTS**

1. All requests for maintenance, with the exception of emergency maintenance, shall be submitted in writing to Managing Agent, using the appropriate form.

2. All requests for maintenance of the common areas must be made in writing through the Association Managing Agent. This is necessary for scheduling work assignments, and deviating from this procedure will only result in confusion and delay.

## **POLICY 15 MISCELLANEOUS**

1. There is to be no sledding anywhere on the common ground property of The Crossings at Big Bend at any time.
2. There is to be no skating, boating, swimming or fishing on/in the retention pond of The Crossings at Big Bend at any time.
3. Newspapers and circulars must be picked up on a daily basis from homeowner's front lawn, driveway, or porch. Any paper over a day old shall be considered litter. Excess or consistent litter is subject to a fine.
4. Only outdoor furniture/items shall be placed on a front porch.
5. No firewood, barbeque pits or gas grills may be placed on a front porch.
6. Barbecue pits/gas grills may only be used in backyards, patio or deck of units.
7. No member of the Board of Directors or his/her immediate family shall benefit monetarily from their position on the board.

## **POLICY 16 SNOW REMOVAL POLICY**

The Board of Directors will determine if snow removal is necessary if the snowfall is 3 inches or more.

If snow removal services are not initiated by the Association, the homeowner is responsible for his/her own snow removal.

If you wish to not have snow removal (all or nothing) services performed to your unit, you will be required to release the Association from any liability if injury occurs due to our own negligence. The Master Insurance policy will not cover such injury if you release any claims incurred because of your waiver of services.