

ANDOVER SQUARE CONDOMINIUMS

COMMUNITY RULES AND REGULATIONS REVISED AND ADOPTED AUGUST 14TH, 2024

The Board of Administration reserves the right at any time to change or rescind one or more of these rules and regulations or make such other further reasonable rules and regulations as may from time to time be necessary for the safety, care and cleanliness of the premises and for the preservation of good order therein. The Board may issue special permission whenever the facts of the situation warrant the same.

***Any activity not specifically mentioned in these Rules and Regulations, should not be assumed to be allowed. When in doubt, submit your request to the board for the approval.**

PART 1

General Rules and Regulations

1. STORAGE OF ITEMS IN COMMON AREAS:

There shall be no obstruction of the common elements nor shall anything be stored in the general common elements without prior written consent of the Board, except as expressly provided. The Association assumes no liability for any loss or damage to articles left or stored in common elements.

2. NO STORAGE OF ITEMS THAT WOULD CAUSE AN INCREASE IN PROPERTY INSURANCE:

Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any building or contents thereof, or which will result in cancellation of insurance on any building, or contents thereof. No flammable, combustible or explosive substances of any kind shall be used or stored in the units (ordinary household items and quantities excepted).

3. STRUCTURAL OR OTHER CHANGES:

Nothing shall be done to any unit or in or to the common elements which will impair the appearance or the structural integrity of any building or which will structurally change any of the building without the prior written consent of the Board. This includes any exterior paint changes, replacement light fixtures or unit numbers.

4. NO ATTACHMENT ON THE OUTSIDE OF THE BUILDINGS:

Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building. NO sign, awning, canopy, shutter, TV antenna, satellite dish or additional lighting shall be affixed to or placed upon the exterior walls or doors, roof or common grounds, or any part thereof or exposed on or at any windows, without the prior written consent of the Board.

Holiday decorations may be displayed but should be promptly taken down once the holiday has passed.

******NOTHING SHOULD EVER BE NAILED INTO THE HARDIEPLANK WALLS ON THE BACK DECKS. If an owner is found to have nailed into the Hardie Plank walls on the back deck, there will be a fine and the owner will need to repair any holes at their own cost.**

5. USE OF UNITS:

All units shall be used solely and exclusively for single family residential purposes. No industry, business, trade, public sales, occupation or profession of any kind, commercial, religious, educational or other, designed for profit or any other purpose, shall be conducted, maintained or permitted on any part of the property. **An owner that works remotely from home which does not involve customers entering the property is allowed.**

6. RENTAL OF UNITS:

No unit shall be used for short-term or mid-term rentals. Yearly rental terms are allowed in units that have been owned for a minimum of 12 months prior.

Per Amendment to Bylaws dated and recorded 6-1-2021

7. RADIO, TV EQUIPMENT:

No satellite dish, antenna or wires shall be affixed to any part of the exterior building or roof. (see also item 4)

8. NO ANNOYANCE, NUISANCES, LOUD OR DISORDERLY CONDUCT:

No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners. This includes television or radio volume in the unit or common or limited common element (pool, clubhouse, parking lot or all patios and decks).

9. CLEANLINESS AROUND UNIT:

No laundry shall be hung in the exposed or on any part of the common elements. Common elements shall be kept free and clear of rubbish, debris and personal materials and property. Personal items may be stored on patios, decks and under decks as long as they are kept neat, clean and orderly.

10. PETS AND DISPOSAL OF PET WASTE

Pets should NOT TO EXCEED TWO PETS PER UNIT. They must not be kept, bred or maintained for commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board. The following rules apply to all dogs, cats and pets of guests.

A. Between weekly trash pick ups, bagged droppings must be stored out of sight and in a covered container to prevent odors. Dog poop bags are not allowed to be left by your front door.

B. Pets must remain on a leash at all times when outside the owners unit.

C. Pets on leashes must not be left unattended.

D. Owners must pick up all pet droppings and dispose of them properly. Failure to do so will result in a \$50 fine for each occurrence.

E. Pets are not allowed to use the patios or decks as a place to urinate or leave droppings. A fine of \$50 will be levied.

11. PLANTING OR REMOVAL OF SHRUBBERY IN FRONT BEDS:

No unit owner shall plant, install or remove any tree, bush, shrub or other plant or authorize the same to be done on any portion of the common elements without prior written consent of the Board. This also includes installing rocks or any other decorative item or statue in the front beds. All items require Board approval. Unit owners may plant annuals or perennials at their discretion.

12. SPEED LIMIT AND YIELD SIGNS:

Residents are strongly cautioned to observe the **15 mph speed limit** when inside the complex and always observe the TWO yield signs when exiting from buildings 1-9. Please also advise guests and other family members that might be coming to visit.

13. GARBAGE PICKUP:

Trash pick up is every Thursday morning anytime between 6:00-7:00. **Bagged** garbage may be placed on the sidewalk in front of your unit no earlier than 5:00 p.m. on Wednesday. Holiday weeks you will be notified of a modified schedule. The trash service will not pick up paint cans, appliances, construction materials or carpet. No garbage cans or other containers are allowed on the balcony, front porch or any other common areas.

14. NO ESTATE SALE OR GARAGE SALES ALLOWED:

Due to the parking problems no estate or garage type sales are allowed.

15. UNIT OWNER VEHICLES:

Each unit has TWO assigned and marked parking spaces. Owners with three cars must store the third vehicle off property. No one shall park in another owner's marked space unless permission has been obtained from that owner. **VIOLATORS WILL RISK HAVING THEIR VEHICLE TOWED AWAY.** Parking is prohibited in turn-around areas, and parallel parking prohibited in unmarked curb areas across from buildings 1, 6,7,10, 11, 12 and 13. Only automobiles and small trucks are allowed to park on the premises. Parking of boats, trailers, mobile homes, campers, RVS and large trucks is prohibited. All vehicles must be properly parked, not extending over sidewalks or into driving lanes. Any vehicle parked on lawn, curb or blocking another vehicle or visitor space shall be towed away. Car repairs, (except emergency changing of flats or battery charger) washing or rinsing cars with water is prohibited.

16. VISITOR PARKING SPACES:

Visitor parking is reserved for visitors only. These spaces shall not be used by unit owners except for temporary use so their guest can use the unit owner's space. Any vehicle parked in a visitor space should have a note on the dash identifying the unit number where the owner of the vehicle can be located.

17. MONTHLY PAYMENT OF DUES:

Monthly condo fees are due by the 5th of each month. Any payments received after the 5th will incur a 10% late fee. Payments through the portal with Real Property Management are encouraged. **If you choose to pay with a check, they must be mailed to Real Property Management at 7600 Hwy 107, Suite F, Sherwood, AR 72120 and received by the 5th to avoid a late fee of 10%.** An administrative fee of \$25 will be charged for any payment returned as unpaid for any reason by the bank. In the event of two (2) returned payments on the account in a twelve month period, all future payments must be made with certified funds. Any member two (2) months in arrears will receive a letter warning that a lien will be filed against their property if not brought current (including attorney fees) within 30 days.

18. MOVE IN FEE:

There is a \$150 move in fee for new owners and renters moving in.

19. FIREWOOD:

Firewood shall be neatly stacked on concrete patio or under the wood decks, out of sight. Firewood is NOT ALLOWED ON BALCONY OR FRONT PORCH AT ANY TIME. Firewood stored on a wooden deck must be in a holder, off the floor of the deck. Firewood shall be stacked no closer than 6 inches to the building or patio fence or upper or lower deck enclosure.

20. INSPECTION AND CLEANING OF CHIMNEY:

As a safety precaution, fire prevention measure and for insurance purposes, CHIMNEY INSPECTIONS ARE REQUIRED EVERY TWO YEARS FOR UNITS WITH WOOD BURNING FIREPLACES. Cleaning and inspection of wood burning fireplaces is at individual owner's expense. You will receive a notice when it is time for an inspection. If you have gas logs, or do not use your fireplace, a letter from you will satisfy this requirement and will be kept on file with the property manager.

21. SIGNS:

"For Sale", "For Lease" or "For Rent" signs or other displays of like advertising or political signs are not permitted. Open House signs are permitted the day of the open house only (Saturday or Sunday). No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the home except such as shall have been approved in writing by the Board, nor shall anything be projected out of any window in the homes without similar approval by the Board.

22. DAMAGE TO COMMON ELEMENTS:

Any damage to the common elements, property or another unit owner's property caused by a willful or negligent act, shall be repaired at the expense of the owner responsible for the damage.

23. PEST PROBLEMS:

Should a problem arise whereby pests, rodent, etc are directly traceable to one unit, the Board shall give the owners notice that action must be taken within a prescribed time. If at the end of that time no action is taken, then the agents of the Board, and any contractor or workman authorized by the Board, may enter any room or unit in the building at any reasonable hour of the day after giving reasonable notice, for the purpose of inspection such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pest. All action taken by the Board in this effort shall be at the expense of the affected unit owner.

24. HOMEOWNER'S PERSONAL LIABILITY INSURANCE ON INTERIOR:

Unit owners are responsible for interior repair and therefore must purchase their own individual Condominium Homeowners Insurance that will restore the interior of their unit for painting, wallpaper, carpet and other floor coverings, appliances, bathroom fixtures, cabinets, mirrors, hot water heater, HVAC systems, etc and to include all personal property and liability insurance. If you rent your unit, you must have personal coverage as well as require your tenant to have a Renter's insurance policy, so that you will be protected if there is damage to an adjoining unit due to fire, frozen pipes or other accidents caused by your tenant.

25. CONTACTING THE BOARD:

Except in the case of emergencies, **contacting Board members via phone call or text should be done during regular working hours (8 am – 5 pm).** Emails may be sent after hours but an answer to the email should not be expected until the next day. Harassment of the Board or derogatory comments to the Board will not be tolerated.

26. ANDOVER FACEBOOK PAGE CONDUCT:

The Andover Facebook page titled Andover Square Condo Owners is a forum for positive and informational posts, comments and photos. Any negative or derogatory comments against another owner or members of the Board will be immediately removed.

27. VIOLATIONS:

Violations of the Andover Square Horizontal Property Regime Bylaws, any condominium documents, decision and resolutions of the Board of Administration or these rules and regulations by unit owners, member of their families, tenants, lessees, residents, employees or pets may result in an additional assessment to the unit owner up to \$500. This additional assessment shall be due and payable upon receipt of notice of the violation and if unpaid, shall become a lien upon the unit in accordance with the master deed and bylaws stipulation as to owner assessment.

Violations shall be administered by the Board of Administration, or its designee as follows:

- 1) If a unit owner is found to be in violation, they will receive a written notice from the managing agent requesting the unit owner to make the necessary corrections immediately. If a unit owner fails to correct the violation or has a second violation, the Board can levy a fine against the unit owner up to \$500, which shall be added to the unit owner's monthly condominium assessment.
- 2) If a unit owner continues the violation(s) even after fines are imposed, the Board can file a lawsuit against the unit owner seeking a court injunction to stop the violation(s).
- 3) If the property Regime has been damaged due to the unit owner(s) violation(s), the Board can file a lawsuit to recover the damages. All costs of any legal action taken shall be at the expense of the violating unit owner.

The following rules and fees apply to the overall appearance of your residence.

1st Notice – Reminder of Rules and Regulations

Parking and trash violations require IMMEDIATE action from the owner

10 days to correct for landscaping violation (improper décor items)

10 days to correct for exterior upkeep violation (light fixtures, decorative items, all others)

2nd Notice – Fine is issued if problem has not been cleared up within 10 days

\$25 for landscaping

\$25 for exterior upkeep

3rd Notice – Fine plus warning of legal action if problem is not cleared within 20 days

\$50 for landscaping

\$50 for exterior upkeep

RULES AND REGS PART 2: RESPONSIBILITY FOR REPAIR, REPLACEMENT AND MAINTENANCE

See spreadsheet below. *Refer to Andover Square HPR Bylaws recorded July 16, 1985

Item	Owner	Association
Utilities	Electric, natural gas, cable and phone. Gas lines servicing only the interior of your unit. Repair and maintenance of dryer vents. *Article 8 Sec 3-c	Water/Sewer to each building, all clubhouse services, pool and site lighting. Gas lines from the main to the meter. *Article 4 Sec 7-g
Plumbing	Interior sewer stoppages and backups. Water heaters. Sewer and water lines serving only your unit where they enter your home. *Article 8 Sec 3-c	The main sewer and water lines up to the point where they enter your condo, e.g., at the water turn off valve. Water spigots on the front and back of each unit. Clubhouse sewer stoppages and backups, water heater, sewer and water lines.
HVAC	Interior and exterior components of the unit's HVAC system *Article 8 Sec 3-c	Clubhouse HVAC *Article 4 Sec 7-b
Electric and Light Fixtures	All lines and fixtures servicing only your unit beginning at the meter. Exterior lights that can only be turned on from inside the unit are the owners responsibility. Changing an exterior light fixture requires approval by the Board. *Article 8 Sec 3-c	Pool lights, clubhouse and site lights *Article 4 Sec 7-b Exterior electrical sockets on all buildings.
Fireplaces	Inspection (wood burning), repair and cleaning of the fireplace unit inside the fireplace flue through the interior walls; attic and until termination *Article 8 Sec 3-c	The chimney cap and exterior structure that encloses the flu *Article 8 Sec 2-b
Elevated Wooden Decks Buildings 10, 11, and 9 (Limited Common Element)	Owners of wooden decks must keep them clear of leaves and debris. No rugs are allowed on wooden decks because they can hold water and rot the wood faster as can wet leaves and debris. Pots should be elevated off the wood deck.	Replacement and repair of wooden decks are the POA responsibility. Decks can be inspected at any time and if found to have leaves and/or debris piling up, a warning or fine may be levied.

Item	Condo Owner Responsibility	POA Responsibility
Fencing around patios (Limited Common Element)	Owners must keep leaves and debris away from fencing to avoid rot of fencing.	Repair and replacement are the POA responsibility.
Concrete Back Patios (Limited Common Element)	Owners must keep patio free of debris, trash and leaves.	Repair and replacement are the POA responsibility. Decks can be inspected at any time and if found to have leaves and/or debris piling up, a warning or fine may be levied.
Doors (Front and Back door)	Repair, replacement and maintenance of front and back door and hardware including storm doors. *Article 8 Sec 2-b	Painting of the exterior of doors with approved colors. Repair and maintenance of the exterior door trim. *Article 8 Sec 2-b
Storage Room Doors (Limited Common Element)		Painting, repair, replacement and exterior door trim.
Windows	Repair, replacement and maintenance of the actual glass, sashes, mullions, framing, sills and screens. *Article 8 Sec 3-c	Painting, repair and maintenance of the exterior trim of the windows. *Article 8 Sec 2-b
Roof Leaks and Damage	Interior damage caused by leaks *Article 8 Sec 3-c	All exterior repairs to roof, siding and chimney. *Any work done at the direction of the Board of the POA which causes interior damage within 90 days of completion of said work, will be the responsibility of the POA. *Article 8 Sec 2-b
Other Leaks and Damage	Interior damage caused by leaks in water pipes, drains, toilets, water heaters, etc. *Article 8 Sec 3-c	All exterior repairs which might be required because of substantial interior leaks *Article 8 Sec 2-b
Landscaping	Watering beds immediately in front of unit. No sprinklers allowed, hand watering or soaker hoses may be used. Owners are responsible for replacement of plants in front beds which require prior approval from the board. NO ROSES or EXOTIC PLANTS ALLOWED.	Landscaping and maintenance of the common lawn areas. *Article 4 Item b

PART 3: ANDOVER SQUARE CLUBHOUSE USE

WHO CAN RESERVE: Only owners may reserve the Clubhouse and said owner **must be present during any event** taking place there. Contact the Board to reserve your date. There is no charge.

CAPACITY: Up to 50 people are allowed at an event at the Clubhouse

CLEANING: You are responsible for cleaning the Clubhouse before and after the event.

PARKING: If your event requires more parking spaces than the front of the Clubhouse allows, direct guests to only park in Visitor Spaces and/or contact owners near the Clubhouse to see if one of their parking spaces can be used during the event to avoid a car possibly being towed.

DAMAGE TO CLUBHOUSE: If anything is damaged during your event in the Clubhouse, you will be responsible for its repair or replacement of the damaged item.

THERMOSTAT: Please put the thermostat back to 80 degrees in the summer or 65 degrees in the winter after the party is over.

EXTRA CHAIRS AND TABLES: Available in the storage closets. Please put them back when finished. No furniture is to be taken to the pool area. **ABSOLUTELY** no thumb tacks or tape on the walls.

TRASH: Take all trash home with you.

LOCKING UP: Make sure all doors, including any to the pool and on the side of the Clubhouse are locked.

*******POOL MAY NOT BE RESERVED FOR A CLUBHOUSE EVENT*******

SWIMMING POOL RULES

THE POOL IS OWNED AND MAINTAINED BY THE OWNERS WITH ASSOCIATION FUNDS. CERTAIN RULES IMPOSED BY THE STATE HEALTH DEPT MUST BE FOLLOWED. RESIDENTS WHO DO NOT ABIDE BY THE RULES WILL BE ASKED TO LEAVE THE POOL.

Do not be offended if an owner introduces him or herself and asks your name and unit number. Any owner has the right to ascertain if a swimmer is a resident. It is your pool and you pay for its maintenance. If a swimmer is not a resident, you may ask them to leave. If they refuse, call the property manager or the police. Be sure to have your owners phone list and pool rules in your hand to show an officer.

1. Swim at your own risk – No lifeguard is on duty.
2. Pool capacity is 50 people.
3. Pool Hours: 10:00 A.M. to 10:00 P.M. Quiet time after 8:00 pm. This is a request of the residents who live in the condominiums near the pool.
4. Pool pass & Keys: Each owner has two keys to the pool gate.
5. No glass, bottles, pets or cooking grills allowed inside pool area. Take trash and drink cans home with you. CIGARETTE SMOKING IS NO LONGER ALLOWED AT POOLSIDE OR IN CLUBHOUSE (EFFECTIVE 4/10/2007).
6. Guests: You may invite two guests at a time, but you must be with them at the pool. Do not tell guests to go to the pool without you (if you do, you may subject them to the embarrassment of being asked to leave). The pool may not be reserved and pool parties (adult or children's) are not allowed.
7. Children under age 12 MUST be supervised by an adult over 21 at all times. Diapered children are not allowed in the pool water. If you see a child under 12 in the water without adult supervision, report it to the police and the Child Protective Agency. You might save a life!!
8. The Clubhouse restroom is left unlocked for the convenience of the swimmers. Do not put any trash in the restroom. Take all your trash home with you. If the bathroom is not kept clean, it will be closed. No swimsuits or wet feet are allowed inside the Clubhouse except for the restroom.
9. Because children are often present, the owners of this condominium prefer that you not have obvious alcoholic beverages at the pool. They also ask that you take care of the language you use if children are present.
10. Proper bathing attire is required. Frayed cut-offs clog pool filters and cause pool shutdowns. ABSOLUTELY NO DISPOSABLE DIAPERS ARE ALLOWED.
11. AT ALL TIMES No running, annoyance nuisances, loud or disorderly conduct is allowed: No obnoxious or offensive activity shall be carried on in the common elements, nor shall anything be done therein, willfully or negligently, which may be or become an annoyance or nuisance to the other guest(s) or unit owner(s). This includes radio volume in the common elements (pool, Clubhouse, or parking lot). Failure to follow the rules will result in pool privileges being taken away from the homeowner.
12. Renters at Andover must follow the same rules and regulations.

RULES & REGS PART 5: LEASING OF UNITS

Per the amendment to the bylaws dated December 8th, 2020, any unit for sale must be owner occupied or remain vacant for twelve (12) months before it may be offered for lease.

If you are leasing your unit, or if you are interested in leasing it, the Board requires the following, as found in Article X, Section (i), in the By-Laws, and Article 9 of the Master Deed (See Below).

The procedures for renting are as follows:

- The Unit Owner should notify the Association that a rental is planned.
- Before the Unit Owner agrees to a rental, the prospective renter **MUST** meet with the Board so that the community standards and renter responsibilities can be discussed. It is the responsibility of the Unit Owner to inform the prospective renter about these policies before the meetings. The Unit Owner must provide evidence of proper screening of prospective renters, including background checks and credit worthiness.
- All tenancies shall be in writing. The lease or tenancy agreement must expressly provide that it shall be subject in every respect to the Master Deed, the Declaration and By-Laws and the Rules and Regulations of Andover Condominium, and that non-compliance with the provision of any of the foregoing shall be a violation of the lease or tenancy agreement. All lease terms must be for a minimum of 1 year.
- The Board may promulgate specific lease language to carry out the purposes hereof.
- The Unit Owner retains the responsibility to see that all community-related fees are paid on schedule.
- Make an appointment through the President of the Association or through the property management company for your lease to be reviewed and the prospective lessee to be interviewed by the committee. The committee will review the rules and regulations with the lessee so that there will be no misunderstandings after the lessee takes occupancy. This interview can be made at a convenient time for both prospect and the committee.
- Provide names of all occupants, telephone numbers, both home and work and e-mail addresses. (See form attached).

Date: _____

The following persons are renters of condominium unit _____

1. Name _____ M _____ F _____ Age _____

2. Name _____ M _____ F _____ Age _____

3. Name _____ M _____ F _____ Age _____

4. Name _____ M _____ F _____ Age _____

Phone _____ Email _____

Employer _____ Work Phone _____

Employer _____ Work Phone _____

Vehicle 1 Make _____ Model _____ License _____

Vehicle 2 Make _____ Model _____ License _____

Emergency Contact _____ Phone _____

To Owners:

If you rent your unit you are required to furnish your tenant with a copy of the Rules and Regulation and Pool Rules and Pool Key, and it is your responsibility to see that your tenant abides by the rules.

I, (Tenant) _____, acknowledge that I have received a copy of the Rules and Regulations this _____ day of _____, _____.

BY-LAWS:

Article X. Section (i): No apartment in the Condominia may be leased or sublet without the prior written approval of the Board, and such permission shall not be unreasonably withheld. Any lease of any apartment in the Condominia shall specifically provide that it is subject to the various restrictions affecting the use of property in the Condominia, and a signed copy of such lease shall be furnished to the Board. Upon breach or default of said lease agreement, the Board shall be regarded as the agent of the owner of the leased apartment, and shall be and is hereby authorized to cancel and terminate said lease and to take such steps as may be necessary to fully effectuate such cancellation and termination, including actions at law or in equity in the name of said owner for cancellation and termination or in the name of the Regime for specific performance to enforce the restrictions applicable to the Condominia, without in any manner waiving or relinquishing any other rights or causes of action of any of the parties for damages or other legal redress relating to the Condominia and the use of the facilities thereof; and provided further that no legal action may be taken by the Board under the foregoing authority unless and until written notice has been given to the apartment owner at least five (5) days prior thereto stating the manner of breach or default and the action proposed to be taken; no failure to enforce any of the foregoing rights shall in any way be construed as a waiver of the right to enforce same at a later date.

MASTER DEED:

Article 9. By-Laws: Declarant does hereby declare that the affairs of the Andover Square Horizontal Property Regime and all apartments located therein shall be administered, held, owned, used and conveyed, subject to all provisions contained in this instrument, as well as those contained in the By-Laws, as attached hereto and as amended from time to time, and any building rules adopted in accordance with those By-Laws. Each owner agrees to be bound by the terms and conditions of such By-Laws and rules and regulations.