

THE QUARTER RULES AND REGULATIONS



July 2019

ALTUS AT THE QUARTER NEIGHBORHOOD ASSOCIATION, INC.
COMMUNITY-WIDE STANDARDS, ARCHITECTURAL GUIDELINES &
RULES AND REGULATIONS
TOWNHOMES

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GENERAL INFORMATION

1. Common Area is defined any and all real and personal property and easements, leaseholds and other interests therein, together with the facilities and

improvements located thereon, now or hereafter owned by The Quarter Townhome Association, Inc. (“Association”) for the common use and enjoyment of the Owners. Spaces visible from the Common Area will be considered an area of inspection for covenant violations.

2. No exterior building or landscape modifications are allowed. Sales agents, Pulte Home Company, LLC employees, or Association representatives (other than the Board of Directors (“Board”), or the architectural control committee (“ARC”), if established by the Board) may not approve any exterior building modification, addition, or landscaping modification.
3. Rules and restrictions may, from time to time, be promulgated, modified, or deleted by the Board without the consent of the members of the Association, pursuant to the Master Declaration of Protective Covenants for Foundry (“Declaration”); however, the use restrictions contained in the Declaration may only be amended in the manner provided by the Declaration.
4. Pursuant to Section 7.1(c) of the Declaration, the Board may adopt written architectural and landscaping standards and such guidelines may be modified, in whole or in part, repealed, or expanded by the Board at any time.

COVENANT ENFORCEMENT PROCEDURES

1. Apparent covenant violations – as may be reported by any source – must be submitted in writing to the Board to be referred for appropriate action.
2. If necessary, follow-up correspondence requesting immediate action will be sent. Possible sanctions include: (A) suspension of the right to vote; (B) suspension of the privilege of using the recreational facilities; (C) recordation of notice of covenant violation in the appropriate land records; (D) imposition of a fine on a per violation and/or per day basis; (E) commencement of legal proceedings; (F) correction of the violation by the Association with all costs charged to the violator; and/or (G) filing of a lien for all fines and costs to correct the violation.

**COMMUNITY-WIDE STANDARDS, ARCHITECTURAL GUIDELINES
& RULES AND REGULATIONS**

STANDARD NUMBER 1

Pets

1. Pets such as dogs, cats, hamsters, birds, fish, etc., are acceptable as long as they do not go against any local or state laws governing domestic pets. Livestock and/or poultry are not allowed. Pets considered dangerous or vicious, in the sole discretion of the Board will not be allowed.
2. Dogs shall at all times when outside of a dwelling be kept on a leash or otherwise under the physical control of a responsible person. Pets are not permitted to be unattended or tied up in the Common Area at any time.
3. Pet owners must immediately clean up after their pet and dispose of the pet waste in appropriate receptacles.
4. Patios, decks, balconies, and courtyards shall not be used as animal control areas. Any pet that is determined to be, in the sole discretion of the Board, an unreasonable nuisance to the Community due to excessive noise or odor, shall be subject to removal from the Community. Outdoor pet houses are not allowed.
5. Pet owners are responsible for any damage to Common Area that is caused by their pet(s). Any necessary repairs shall be made by the Association and assessed to the associated Owner.

STANDARD NUMBER 2

Patios, Balconies, Decks, Courtyards

1. Patios, balconies, decks, and courtyards may not be used as storage areas nor in any way detract from the appearance of the building. Items include, but not limited to, birdhouses, toys or play equipment, recreational items, may not remain in view when not in use. Portable goals may not be maintained on any Lot, in the street, or at the curb.
2. No permanent play set, trampoline, or other children's play structure shall be erected on a Lot unless specifically approved by the Board or its designee. If approved, all permanent play equipment shall be installed directly behind the envelope of the home so the items are shielded from public view, as viewed from the street in front of the Lot where such play equipment is located.
3. Residents shall not dry any item on the patio, deck, balcony or courtyard areas, or on lines or poles hung on the exterior of any building.

4. No awnings or other projections shall be attached to the exterior of any building.
5. All residents and occupants shall use care in securing items or fixtures kept on patio, balcony, courtyard or deck areas.
6. No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board or its designee. If applicable, courtyards or any enclosed areas attached to a Lot must be maintained by the Owner.
7. State or local ordinances may govern the use of, or completely ban the use of gas and/or charcoal grills on patios, balconies, or decks, by residents of multi-family buildings. In locations that allow grills on patios, balconies, or decks, at no time during use may the grill be closer to any structure than six (6) feet. At no time during use may the grill be positioned under another balcony or deck. Grills must be stored in an acceptable manner when not in use.
8. Exterior saunas, spas, and/or hot tubs must be approved in writing by the Board or its designee. If the structure is visible from another residence, the Owner must obtain written approval from those particular neighbors. Appropriate screening is required. The sauna, spa or hot tub may not drain onto the Common Area.

STANDARD NUMBER 3

Exterior Landscape, Decorative Objects, & Maintenance

1. Unless otherwise specified, no exterior decorative objects or landscaping changes are allowed.
2. A maximum of four (4) flowerpots are allowed on the front entry area. Plants and flowers in pots must always be neat and healthy. Planting pots and plantings must be aesthetically acceptable, as determined by the Board or its designee. Protrusions from pots, such as, but not limited to, a trellis, are not allowed. Flowerpots are not allowed on driveways or in mulched or landscaped areas.
3. Front door wreaths are allowed but should be seasonally appropriate, no larger than eighteen (18) inches in diameter, and aesthetically acceptable at the sole discretion of the Board or its designee.
4. Storm doors and screen doors are not allowed unless originally installed by the Declarant.
5. Exterior entrances and sidewalks may not be obstructed.
6. Vehicular traffic across lawn or landscaped areas is not permitted. The expense to repairs areas due to repeated foot traffic or vehicular access will be assessed to the Owner causing said damage.

7. Owners are responsible for conducting basic visual inspections of the exterior condition of their home, including paint, caulk, sealants, gutters, loose concrete, decks, patios, balconies, front entry areas, garage doors, and roofs.

STANDARD NUMBER 4

Trash Collection

1. All refuse must be placed in a trash receptacle (such as a trash can) with a lid to keep the garbage contained. Recycling bins are to be guarded with some type of weighted material that will contain the recycled goods until pickup. Trash receptacles and recycle bins shall be stored inside the garage or storage room. Receptacles may be placed by the curb on the opposite side of the driveway from the mailbox **after 6:00 PM** the night before pickup and must be returned to storage by the end of the day it is picked up.
2. All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (*e.g.*, furniture, appliances, carpet, etc.).

STANDARD NUMBER 5

Signs and Flags

1. Standards for signs are as follows:
 - A. Owners may place one sign on the Lot (except in the case of the attached Townhome Lot), such sign may only be displayed from within the Townhome structure), not larger than four (4) square feet and a maximum height of four (4) feet above ground level, offering a Lot for sale. The sign must be professionally lettered, aesthetically pleasing in color and design with appropriate wording. No "For Rent" or other leasing signs may be posted anywhere on a Lot. The content of the sign and anything attached to, associated with, or in the vicinity of the sign states or conveys only that the residence is for sale and the name and telephone number of the person to contact for additional information.
 - B. Owners may install one small professional security sign inside a window, not larger than four inches by four inches (4" x 4"), indicating that a security system exists on the Lot.
 - C. All other signage requires the prior written consent of the Board; however, the Board will use the guidelines below in determining whether approvals will be granted:

- i. Garage sale signage may be allowed. No more than three (3) standardized directional signs will be allowed for any one event, but there may only be one (1) garage sale sign at any one entrance. There may not be more than one garage sale per quarter per Lot. Sign(s) should not be set out prior to twenty-four (24) hours before the day of the sale and should be removed by the responsible party not later than 6:00 p.m. the day of the sale. Any one sign may be up to four (4) square feet.
 - ii. Political Signage: Signage representing, advertising or advocating any political candidate, party or issue may be allowed using the same general guidelines as “For Sale” signage, allowing one sign only, except for time frame. Signs of a political nature may be displayed no sooner than thirty (30) days prior to an officially recognized election and must be removed within five (5) days after the election ends.
 - iii. Event or Personal Recognition Signage: Signage, including but not limited to, graduation announcements, sports recognition, birth announcements, scholastic or other personal achievement signs will be governed following the same conditions as political signage, except for time frame. These signs may only be displayed for a period not to exceed fourteen (14) days.
2. A form is not required to be submitted for a single attached flagpole, not to exceed six (6) feet in length, attached to the front portion of the house or attached to the house in the garage entry area. Seasonal, sports, state or American flags may be displayed so long as the flag is no larger than three feet by five feet (3’ x 5’).

STANDARD NUMBER 6

Exterior and Seasonal Lighting, HVAC Units

1. The Association shall be responsible for all Common Area lighting. Owners shall maintain all lights controlled by an interior switch, including replacing the light bulb for these lights.
2. No additional installation of light poles, security lights, or landscape lighting is allowed.
3. Appropriate holiday lighting, placed inside the Lot, but visible from outside the Lot, is allowed. Any requests for additional exterior holiday lighting must be approved by the Board or its designee prior to installation.
4. Window air conditioning units or window fans shall not be permitted on any Lot.

STANDARD NUMBER 7

Insurance

1. The Association's insurance policy covers the Common Area and the Townhome Lot buildings and attachments, but it does not cover personal contents inside a Townhome.
2. Any and all insurance claims pertaining to the Association's policy are to be filed through the Board.

STANDARD NUMBER 8

Vehicles and Parking

1. Vehicles shall park in garage spaces first. If more vehicles are owned than garage space is available, vehicles may be parked in the driveway. Garages are not to be used for storage. Owners are responsible for their guest parking and must ensure that guests park in a safe manner and do not impede access to other driveways and/or traffic. Vehicles shall not be parked on any street within the Community, except for in any striped and/or lined parking spaces along the public rights-of-way.
2. All vehicle operators shall observe all local, County, and State traffic regulations at all times while in the Community.
3. All vehicles shall meet local noise ordinance requirements, including motor, muffler, and stereo noise.
4. No disabled vehicles, stored vehicles, boats, trailers, campers, buses, vans (except minivans or utility vehicles used as non-commercial passenger vehicles), trucks (except pick-up trucks and sport utility vehicles), recreational vehicles (for example, without limitation, RVs and motor homes), vehicles used primarily for commercial purposes and vehicles with commercial writing on their exteriors are prohibited from being parked in the Community, except in enclosed garages. Additional provisions related to parking of vehicles and enforcement are set forth in Section 6.4 of the Declaration, and the enforcement rights of the Association include the right to fine and/or tow improperly parked vehicles. Owners are encouraged to review Section 6.4 of the Declaration and be familiar with its terms.
5. No mechanical work may be performed on vehicles in the Community except as can be provided within the enclosed garage of the Lot, screening the sight, sounds, and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only, and shall not extend to the repairs of vehicles not belonging to residents of the Community.

STANDARD NUMBER 9

Home Theaters, Stereo Systems, and Alarms

1. Speakers in common walls or ceilings are not allowed. Volume and bass settings must be maintained at a reasonable level, in the sole discretion of the Board or its designee at all times.
2. If a security alarm is sounding for an unreasonable amount of time, the Board has the authority to enter the Lot and disarm the system at no liability to the Association, pursuant to Section 11.6 of the Declaration.

STANDARD NUMBER 10

Satellite Dishes

1. No transmission antennas or satellite dishes of any kind, and no direct broadcast satellite (DBS) antennas or multi-channel, multi-point distribution service (MMDS) antennas larger than one (1) meter in diameter, shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. DBS and MMDS antennas and satellite dishes one (1) meter or less in diameter, antennas designed to receive or transmit fixed wireless signals and television broadcast service antennas (each a "Permitted Antenna") may be installed only if reasonably screened and located as approved by the Board or its designee and installed in accordance with the rules and regulations of the Federal Communications Commission and of the Association, both as may be amended from time to time. However, the Board and Declarant and its affiliates reserve the right to (but shall not be obligated to) erect any type and size of master antenna, satellite dish, or other similar master system for the benefit of the Community. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of any individual outdoor antenna or similar device would be the most cost-effective way to receive the signals sought to be received.
2. Owners desiring to install a satellite dish must install the dish in a location approved by the Board or its designee. Generally, this location will be in the rear yard of a home, so as to be not visible from the street in front of the building. Any damage to the building caused by the installation of a dish shall be the responsibility of the Owner to correct.
3. No satellite dish may be installed on the side, front, or rear of the building itself, nor on any balcony or chimney. No satellite dish may be installed on any Common Area or mounted on any pole installed on Common Area.

STANDARD NUMBER 11

Fences

1. Fences will not be allowed to be installed on any attached Townhome Lot. Nothing contained herein obligates the approval of fencing within

the Community except as provided in the Declaration, fencing installed by the Declarant or the Association.

STANDARD NUMBER 12

Leasing

1. Upon issuance of a Leasing Permit, an Owner is allowed to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Leasing Permit and the Declaration. The leasing cap is thirty-five (35) Lots as provided in the Declaration. The Board shall have the authority to establish conditions as to the duration and use of such Leasing Permits consistent with the Declaration. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and shall not be transferable between either Lots or Owners of Lots, except as expressly provided for in the Declaration.

In addition, Lots may only be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Lots or assignments of leases without prior written Board approval. All leases must be for a term of not less than one (1) year. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease, the name of the lessee and all other people occupying the Lot, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Lot) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

REQUEST FOR MODIFICATION REVIEW

Name _____ Date _____

Address _____ Home Phone _____

City/State/Zip _____ Office Phone _____

Neighborhood _____ Lot _____

Please provide the Board (or its designee, as applicable) with all information necessary to evaluate the request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), color chips (if applicable), detailed description of request, list of materials, pictures (if applicable), and any other information as specifically required below or as required by the Architectural Guidelines approved for the Community.

Description of Modification Requested:

Estimated Start Date _____ Estimated Completion Date _____

Acknowledgment of adjacent Owners (**all Owners sharing common boundary line**): This acknowledgement will be considered by the Board (or its designee, as applicable) but will not be binding upon the Board (or its designee, as applicable) .

Signature _____ Lot (____) In Favor (___) Not in Favor (___)

Signature _____ Lot (____) In Favor (___) Not in Favor (___)

Signature _____ Lot (____) In Favor (___) Not in Favor (___)

Please refer to the Standards for necessary information required for modifications.

Note: I understand and agree that no work on this request shall commence until written approval of the Board (or its designee, as applicable) has been received by me. I represent and warrant that the requested changes strictly conform to the Architectural Guidelines and that these changes shall be made in strict conformance with the Architectural Guidelines. I understand that I am responsible for complying with all city and county regulations.

Neither Pulte Home Company, LLC, the Association’s Board of Directors, the Architectural Review Committee (if established) nor their respective members, secretary, successors, assigns, agents, representatives or employees shall be liable for damages or otherwise to anyone requesting approval of an architectural alteration by reason of mistake in judgment, negligence or non-feasance, arising out of any action with respect to any submission. The architectural review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. I hereby release and covenant not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof.

Owner's Signature _____ Date _____

FOR BOARD USE Approved By: _____
Board Member

Date Received _____ Approved _____ Not Approved _____ Conditions _____

Comments:

LEASE PERMIT APPLICATION

This Leasing Permit Application (“Application”) is made this _____ day of _____, 20____, by _____ (“Owner”), who owns the following Lot within the Quarter, _____ (the “Lot”), located at _____ (“Address”). Owner

desires to lease Owner's Lot per Section 8 of Declaration of Protective Covenants for The Quarter Townhome Association, Inc. ("Declaration").

Upon issuance of a Leasing Permit, Owner is allowed to lease his or her Lot as defined in the Declaration provided that such leasing is in strict accordance with the terms of the Leasing Permit or Hardship Leasing Permit and Section 8 of the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Permits consistent with this Section 8. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner of a Lot and shall not be transferable between either Lots or Owners of Lots (except as specifically permitted pursuant to the Declaration).

Leasing Provisions. Lots may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of a Lot or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease, the name of the lessee and all other people occupying the Lot, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Lot) to comply therewith and be bound thereby (the "Lessee Acknowledgement"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee. A Leasing Permit shall be automatically revoked as expressly provided in Section 8 of the Declaration, including, without limitation Section 8.3 therein. An Owner of a Lot who has been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls below the Maximum Allowable Leases as provided in the Declaration. The issuance of a Hardship Leasing Permit to an Owner of a Lot shall not cause the Owner of a Lot to be removed from the waiting list for a Leasing Permit.

OWNER:

_____ Date _____
Signature

_____ Date _____
Signature

(For Association Use Only)

Application Received By: _____ Date: _____

Permit APPROVED: _____ Permit DENIED: _____ If DENIED,
reason: _____

Permit Issued By: _____
Signature Title

