# Rental Restrictions and Responsibilities:

On February 1, 2022, the 10 % rental cap was reduced from 10% to 5%.

This 5 % cap was reached, and no new rental units are allowed.

Once a home has sold to a new owner, the rental unit will no longer be available as a rental unit.

For the rented units, owners must meet certain requirements including, but not limited to the following:

- All lease or rental agreements must be in writing.
- Owners must provide a current copy of the lease agreement to our property management company.
- Owners who rent their units are responsible to provide the tenant with all information regarding the unit, including, but not limited to: information in the by-laws, the declarations, and restrictions and responsibilities regarding uses of the unit.
- Owners must have their tenants sign the attached basic rules and regulations form and email it to regionpmo@gmail.com

Owners who do not follow the rental regulations will be deemed to be in violation of the rules and regulations and subject to hefty fines and further legal action.

Thank you for respecting and abiding by our Terrace Home regulations. Your work in maintaining your townhomes for the good of the entire community is greatly appreciated.

Respectfully,

Board of Directors

RESOLUTION CONCERNING THE RULES AND REGULATIONS OF AUBURN MEADOW TERRACE HOME ASSOCIATION, INC.

#### WITNESSETH:

WHEREAS, the Association desires to amend the Rules and Regulations pertaining to lease restrictions (RULE 6);

WHEREAS, The Association has obtained the approval by vote of the majority of the Board of Directors;

NOW THEREFORE, The Association does, upon passage of this resolution, hereby amend the Association Rules and Regulations by adding language regarding the Lease Restrictions of a Dwelling Unit to include a 5% cap restriction on the total amount of allowable rentals. In all other respects, other than as herein above indicate, Rule 6 remains unchanged.

IN WITNESS WHEREOF, The Association, has executed this Resolution to the Auburn Meadow Terrace Home Association, Inc. Property Regime caused this Resolution to be executed on the date set forth below.

> AMANDA GEGAND, Notary Public Lake County, State of Indiana Ny Commission Expires August 21, 2024

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# Auburn Meadows Terrace Homes

#### Memo

Date: January 23, 2021

To: All Homeowners

From: Auburn Meadow Terrace Board

Regarding: Tenant Responsibilities

Here at Auburn Meadow Terraces, we understand that renting a unit is much different than living in an apartment complex. While the Association does provide many amenities like snow removal, landscaping services, and considerable outside maintenance many other items are maintained by the individual homeowner's which would be your landlord. Our Homeowner's own the interior of their units and they also own a share in all of the common area of the community and pay dues to maintain those areas and the exterior of the buildings. We have heard from many of the tenants that they did not understand the rules of living in an association, like ours, so we put together this list of rules to make life here a little easier on you and your neighbors.

### Occupancy Limit

The use and occupancy shall be limited only to four (4) persons per unit.

#### Parking

Unfortunately for everyone here at Auburn Meadows, the Builder did not provide enough parking spaces for everyone to have an assigned spot behind their own building. Over the years we have relied on the honor system to be courteous to your neighbors around you. With the increase in cars we ask everyone to utilize your garage and only take only one space per unit behind the building you live in. Please ask your guests to park in the street and to avoid parking in front of mailboxes, which delays mail delivery. If this becomes a problem, we may contact your Landlord to help remedy the situation.

## **Outdoor Garage Light Bulbs**

All Homeowners are responsible for replacing the light bulbs on the outside of the garages. You and your landlord will need to work out who is responsible for replacing them.

There are 4 bulbs on the garage. Each unit is responsible for only one bulb. We ask that you use a bright white bulb. No yellow or other colored bulbs.

- The right side of the building replaces the right-side bulbs and the left side replaces the left side bulbs.
- Upstairs units are responsible for replacing the bulbs next to their own overhead garage door.
- Downstairs units are responsible for replacing the bulbs next to their own service door.

As a courtesy, representatives are walking around and will leave a note on your door allowing 48 hours to replace your bulb.

The fixtures are all on sensors and only come on at night. If you replace the bulbs and they still don't work at after dark, please contact your landlord to notify maintenance for repairs.

If you choose not to replace your lightbulbs, the bulb will be replace it for you. The cost is \$25 for labor including cost of the bulb. This cost will be billed to your landlord and may be charged back to you by them.

## Grills and Other Devices with Flames

Schererville Town Code does not allow grills to be used or stored on the balconies. We ask that you move them from your deck into your garages asap. 1st floor homeowners, should move them to the outer edge of the concrete patio to maintain distance from the building.

Violation notices are placed on front doors and the violation is \$100 per occurrence which is billed back to the Homeowner who may in turn bill you.

## Storage of Garbage Cans and all other personal items

Schererville Town Code requires that all garbage cans be stored in your garage. It is your responsibility to pick up loose garbage as there is no maintenance crew for these types of services. In addition, all personal items but be stored within your unit, in your garage or on your patio or deck. No personal items are allowed to be stored on the lawns, on the sidewalks or in the landscaping. These are considered shared common areas and storage is prohibited per the Association's Covenants.

Violation notices are placed on front doors and the violation is \$100 per occurrence which is billed back to the Homeowner who may in turn bill you.

#### No Dog Rule

Auburn Meadows Terraces has had a no dog rule since its inception. This rule was established as part of the founding *Exhibit E, Condominium Rules and Regulations*. Since it is part of these regulations, it cannot be changed without 75% of the homeowners agreeing to the rule change. You may see dogs here, however, those dogs have met the requirements for an emotional support dog. To get a waiver, you must meet the requirements, provide documentation to the Property Manager and comply with all community rules and town ordinances.

#### Federal Guidelines

- Landlords are required to make a reasonable accommodation for a person who requires an emotional support animal that allows that person to live with the animal, even if the landlord has a no-pet policy.
- No breed or weight restrictions.
- You can NOT be charged a pet deposit or pet rent for an emotional support animal. On average this is a savings of over \$500. However, you can be changed for damages to the community incurred by your dog.

#### Requirements

- You are legally REQUIRED to have a letter from a licensed medical professional stating that your animal is an essential part of treatment for your disability. Your landlord is allowed to ask you to produce this document and will deny your emotional support animal if you do not have it.
- You must provide your current dog license with the Town of Schererville annually.
- Your emotional support animal does not need to be specially trained. As long as your ESA helps with your disability then you qualify.
- While vests, collar tags, collars, leashes, etc. are not required, these accessories ensure maximum visibility and recognition and drastically reduce hassles from your landlord and neighbors.
- If you can't not meet these requirements, you will be asked to remove your dog from the community within 48 hours. These rules also apply to visiting dogs.

## Nuisances and Noise

- No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which
  is a source of annoyance to residents or which interfere with the peaceful possession and the
  proper use of the Property by its residents.
- Please refrain from operating washers and dryers, garbage disposals etc. after 10 pm and before 8 am. You live in close proximity to your neighbors and these noises can cause a nuisance during the evening.

 Loud music or television or any other sound which may be objectionable to any other Homeowner or Occupant is prohibited at all times.

#### Car Washing

No car or other vehicle washing s permitted on any of the units in any manner which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawns or landscaped areas.

#### Window Coverings

Must be beige or white or show a white or beige appearance when viewed from the exterior of the unit.

#### Satellite Dishes

Satellite dishes may only be installed by the homeowner(s) of record for the property. Rental properties will require the signature of the homeowner who bears the liability for damage.

- The dish may be installed on the back of the unit on the roof, preferably to the right or left corner of the unit. This allows the wiring to run along the corner down the roof. Do not install the dishes directly onto the siding.
- You must secure the wires. They can NOT be tied to the downspouts or left hanging down. We
  prefer that the installer run them from the roof over to the corner of the house and down along
  side of the corner trim to partially hide the wire. They must be tacked down and not flapping
  around in the wind.
- Any damage caused by the installation of the satellite dish is the responsibility of the homeowner.

## Reporting Maintenance and Repairs

You are responsible for reporting repairs and maintenance to your landlord.

### Landlord's Responsibly

- Screen doors
- Front Doors
- Garage Overhead doors
- Garage Door Openers
- Garage service entrance doors
- Porch light fixtures on front doors and decks and patios
- Add-ons to concrete patios
- Windows
- Sliding Glass Doors
- All Screens
- Water heaters, furnaces, air conditioning units plus the concrete pad it is sitting on.
- All appliances
- Inside of all units

## Association Responsibility

It is the Homeowner's responsibility to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association. Therefore, we ask that you report any of the following to your landlord for repair or replacement.

- Dead Shrubs
- Missing or damaged downspouts and or gutter
- Missing or damaged shingles
- Missing or damaged siding
- Rotten wood
- Damage to the grass
- Anything else not listed which is the responsibly of the Association to maintain.

Note: The Association is only responsible for normal wear and tear. Damage done to the buildings and/or common areas due are the responsibility of the homeowners and/or guests who created the damage.