

# **RULES & REGULATIONS**

**For**

**QUEENSBOROUGH SQUARE**

**260 Manning Road**

**Marietta, GA 30064**

## **COVENANTS, CONDITIONS & RESTRICTIONS**

### *Article VII, Section 4, Rules & Regulations*

“The association, through its Board of Directors, may make and enforce reasonable Rules & Regulations governing the use of Lots and of the Common Areas, which Rules & Regulations shall be consistent with the rights and duties established by this declaration. Enforcement may include the imposition of reasonable **monetary fines**, which if not paid when due shall constitute a lien as provided in Article VIII hereunder. Rules and Regulations shall only be applicable to members, provided, however, all other provisions of this Declaration shall be binding on all owners and their successors in interest.”

## **TABLE OF CONTENTS**

<b>Dues &amp; Assessments</b>	<b>Page 1</b>
<b>Pets &amp; Animals</b>	<b>Page 2</b>
<b>Architectural Standards</b>	<b>Page 2</b>
<b>Cars/Vehicles</b>	<b>Page 3</b>
<b>Parking</b>	<b>Page 3</b>
<b>Garage Sales</b>	<b>Page 3</b>
<b>Satellite Dishes/Antennae</b>	<b>Page 4</b>
<b>Garbage/Trash Pick Up</b>	<b>Page 4</b>
<b>Children at Play</b>	<b>Page 5</b>
<b>Real Estate Signs</b>	<b>Page 5</b>
<b>Home Businesses</b>	<b>Page 6</b>
<b>Car Sales</b>	<b>Page 6</b>
<b>Landscape/Grounds Control</b>	<b>Page 7</b>
<b>Noise</b>	<b>Page 7</b>
<b>Recreational Facilities</b>	<b>Page 8</b>
<b>Swimming Pool</b>	<b>Page 8</b>
<b>Tennis Court</b>	<b>Page 8-9</b>
<b>Clubhouse Rental</b>	<b>Page 9-10</b>
<b>Leasing/Rental of Units</b>	<b>Page 10</b>
<b>Garage Doors</b>	<b>Page 10</b>

## **DUES & ASSESSMENTS**

### *Article VIII, Assessments (f) Delinquent Assessment.*

Dues and assessments are used to finance the business affairs of the Queensborough Square Association, Inc. Each member is assessed monthly dues.

The Queensborough Square Association, Inc. has the right to bring legal action against the owner obligated to pay or foreclose the lien of the assessment against the lot, if dues/assessments are delinquent. The Board of Directors must authorize legal action to collect delinquent dues/assessments.

No owner may waive or otherwise avoid liability for any dues/assessments by non-use of the common area/facilities or by abandonment, rental, lease or sale of the lot or lots against which the dues/assessment was or were made.

Payments not received by the 14<sup>th</sup> day of the month will be charged a 10% late fee.

Part payments of assessments and related charges may be applied by the Board in respective order, to costs and attorney's fees, late fees, interest, delinquent assessments and *then* current assessments. Late charges may be assessed on delinquent assessments or charges.

Any assessments, fines or other charges or any part thereof, due from owner which remain delinquent and unpaid for more than fifteen days from notice will result in notice of delinquency from the Board of Directors. If unpaid for more than ten days after such notice, the Board may *accelerate* and declare *immediately due* all of that owner's unpaid installments of the annual assessment.

## **PAYMENTS TO THE ASSOCIATION**

Checks made out to	<b>QSA – Queensborough Square</b>
Where to pay	Mailbox directly in front of Main Clubhouse
Late fees	Payment is due on the 1 <sup>st</sup> of each month. Checks put in the box after the 14 <sup>th</sup> must include 10% late fee

## **PETS/ANIMALS**

*Pursuant to Covenants, Conditions & Restrictions, Article II, Section 13.*

- Limit of two pets per household.
- No commercial breeding or maintenance on the property.
- No pet may be confined to a deck or patio if the pet becomes a health or noise nuisance.
- No livestock or poultry.
- No pet can be staked or tied on any of the common areas.
- NO DOG IS ALLOWED IN THE COMMON AREA UNLESS IT IS ON A LEASH, *PURSUANT TO THE LAWS OF THE CITY OF MARIETTA.*
- FOR HEALTH AND SANITARY PURPOSES, OWNERS SHALL BE RESPONSIBLE FOR CLEANING UP AFTER THEIR DOG AT TIME OF DEPOSIT.
- FAILURE TO CLEAN UP AFTER A DOG OR LETTING A DOG LOOSE (OFF THE LEASH) MAY RESULT IN A \$50 FINE TO THE HOMEOWNER. FINES BY THE CITY CAN BE UP TO \$1000.

## **ARCHITECTURAL STANDARDS**

*Pursuant to Covenants, Conditions & Restrictions, Article IV, Section 1, AB&C and Article IV, Section 2B.*

The homeowner or lessee must conform to the Architectural Standards as stated in Covenants, Conditions and Restrictions. All requests for changes to any part of the exterior must be submitted to the Architectural Standards Committee **PRIOR TO ANY CHANGE BEING MADE.** (This includes doors, windows, roof, etc.)

Seasonal decorations on the exterior of the house should be removed at the close of the holiday.

Christmas decorations on the exterior of the house should be removed by January 15<sup>th</sup>.

Owners are required to post unit number on the front and back of their units. Do not use stick on numbers. (See complete Architectural Standards).

**A COPY OF THE COMPLETE ARCHITECTURAL STANDARD CAN BE PROVIDED UPON REQUEST OR REVIEWED ONLINE AT QUEENSBOROUGH SQUARE WEBSITE.**

## **CARS/VEHICLES**

*Pursuant to Covenants, Conditions & Restrictions, Article II, Section 12, Page 12.*

“No owners, tenants or occupants shall **repair** or **restore** any vehicle of any kind upon any Lot or Common Area except for emergency repairs and then only to the extent necessary to enable movement thereof to a proper repair facility”.

“No outside **storage** of any automobile, commercial vehicle, trucks, tractors, mobile home or trailer (with or without wheels), camper, camper trailer, boat or any other water craft, boat trailer or any other transportation device.

## **PARKING**

Beyond parking in the garage, a maximum of two (2) cars can be parked behind any unit **except** as follows:

- **Units 59 – 60**

Will only facilitate the parking of one car behind the unit

Please ensure there is enough space for a car to drive through safely.

- **Units 38 – 40**

Will only facilitate the parking of one car behind the unit

Please ensure there is enough space for a car to drive through safely.

- **Units 136, 137 and 138**

No parking is allowed behind these units as doing so prevents your neighbors from being able to get out of their garages.

Guests should use parking the common parking areas.

**FAILURE TO FOLLOW THE RULES & REGULATIONS FOR PARKING AND VEHICLES MAY RESULT IN VEHICLES BEING TOWED.**

## **GARAGE SALES**

- Signs and balloons are permitted only on the day of the sale. These signs/balloons **MUST BE REMOVED** at night.
- Please be considerate of your neighbors. Customer's cars cannot be parked behind a neighbor's garage.

## **SATELLITE DISHES/ANTENNAE**

*Pursuant to Covenants, Conditions & Restrictions, Article II, Section 6B.*

Satellite dishes are to be installed on the **UPPER BACK ROOF**. It is **NOT** the porch roof if you have a porch.

## **GARBAGE/TRASH PICK UP**

As of the most recent publishing of this document, trash pick up is as follows:

<b>TRASH PICK UP</b>	<b>TUES &amp; FRI</b>
<b>RECYCLING</b>	<b>WED</b>

- Trash can/recycling bins must have the unit number on the can so they can be returned should they blow away due to high winds. Cans and lids found blown in alleys without identification will be disposed of.
- All trash cans and recycling bins must be stored in the garage. For units 1 and 2, which do not have garages, they must be maintained inside the patio.
- Trash cans/recycling bins should be placed outside **no sooner** than the evening prior to pick up day and returned to the garage no later than the evening of pick up day.
- Christmas trash must be kept in the garage until the day of pick up.
- Christmas trees must be taken to a recycle facility or to a place on the property so designated by the Board of Directors. *Christmas trees cannot be left in the back of the unit as pick up days are random and scheduled by the City of Marietta.*
- Most trash will be picked up by the regular garbage pick up on Tuesday and Friday. If you have clippings or any other items which must be taken to the curb for pick up, they can be moved to the curb **NO EARLIER** than the morning of pick up (Wednesday).
- **APPLIANCES CANNOT BE MOVED TO THE STREET FOR PICK UP!  
SCHEDULE A PICK UP FROM YOUR HOME.**

If you are going out of town and need to get your trash can out for pick up, have a neighbor put it out and/or return it to the garage for you. **DO NOT LEAVE THE TRASH CAN OUT UNTIL YOUR RETURN.**

**FAILURE TO COMPLY WITH ANY OF THE ABOVE MAY RESULT IN A \$25 FINE.**

## **CHILDREN AT PLAY**

The following pertain to children. These restrictions are in place for their protection as well as the protection of the property.

<b><u>ACTIVITY</u></b>	<b><u>REGULATION</u></b>
<b>SWIMMING</b>	<b>No child under the age of 14 is allowed at The pool without the supervision of an adult 21 years or older. Running at the pool or climbing over the fence is prohibited</b>
<b>SKATEBOARD/SKATES</b>	<b>Not permitted on the sidewalks</b>
<b>PAINTBALL</b>	<b>Not allowed</b>
<b>TOYS</b>	<b>Must be kept indoors when not in use</b>
<b>PLAYING IN THE CREEK IS STRICTLY PROHIBITED</b>	
<b>NO HARDBALL can be played on the grounds</b>	

## **REAL ESTATE SIGNS**

*Pursuant to Covenants, Conditions & Restrictions, Article II.*

“One for sale sign professionally lettered and not more than four (4) square feet in size advertising the Lot for sale.”

- No signs are permitted in the front windows. They must be installed in the yard.
- Signs are permitted only at the unit being advertised.
- No signs are permitted at the entrances except for advertising “Open Houses”. Open house signs can be placed at the entrance on the day of the event and must be removed at the end of the day.
- Sales information can be maintained on the website upon request by owner.

## **HOME BUSINESSES**

*Pursuant to Covenants, Restrictions, Article II, Section 5 – PLEASE READ YOUR COVENANTS CAREFULLY!*

A business may be conducted inside a dwelling so long as the following conditions are met:

- Is not apparent or detectable by sight, sound or smell.
- Does not involve visitation by employees, clients, customers, suppliers or business invitees.
- Conforms to all zoning requirements for the property.
- Does not increase traffic in the property.
- Does not increase insurance premiums paid by the Association or otherwise negatively affect the Association's ability to obtain insurance.
- Is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous, offensive use or threaten the security or safety of other residents of the property, AT THE BOARD'S SOLE DISCRETION.

## **CAR SALES**

Sales of a homeowner/tenants personal car by advertising with a "For Sale" sign.

Affixed to the vehicle must be approved **IN WRITING** by the Board of Directors.

Approval will be in effect for a period not to exceed 30 days providing the following conditions are met:

- Car is one that the homeowner/tenant has normally driven and not purchased for the benefit of such sale.
- Car is in good working order and requires no maintenance or repair to be done on the premises.
- Car is not wrecked nor has visible damage to the outside.
- NO SIGNS INDICATING AUTOMOBILE IS FOR SALE ARE ALLOWED BEYOND THE SIGN ON THE CAR.
- ONE SIGN PER CAR.

This regulation applied to automobiles only. Advertisement of the sale of ANY OTHER type vehicle is prohibited.



## **LANDSCAPE /GROUNDS CONTROL**

Landscaping changes within the Common Area are the responsibility of the Board of Directors. Prior approval is required for ANY planting in the common area or for anything beyond common flowers being planted in a yard.

As most landscaping costs (including the maintenance of plants, trees, shrubs, etc.) are covered by the Association, certain items require approval for change or addition.

- Changes or addition of shrubbery is subject to the approval of the Landscape & Grounds Committee.
- No vegetable/fruit gardens are permitted in the front or rear of an owner's lot.
- Seasonal silk and artificial arrangements are permitted on porches only. (They are not permitted in the yard.)
- Any equipment or tools being used by a homeowner/tenant for working in their yards must be returned to the garage at the end of the day.
- No homeowner/tenant or guest shall cause damage to trees, shrubbery or grounds. Costs involved with repairing such damage will be the responsibility of the homeowner.
- Under no circumstances is the driving of any vehicle permitted on the grounds.

**LANDSCAPING IS THE SINGLE HIGHEST COST WE BEAR AS AN ASSOCIATION.** Please do your part to take care of what we have.

## **NOISE**

Queensborough Square is a townhouse community with shared walls. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS! If you are hosting an event at your home, please make every effort to minimize noise once bedtime has come.

- Disturbing noise, objectionable display or other unseemly conduct or use that creates a nuisance anywhere on the property will not be allowed. Should this take place while renting the clubhouse, the security deposit will be forfeited.
- Those disturbing the peace of their neighbors while hosting a social gathering in their own homes will be subject to police action in accordance with City Ordinances. Do not call a Board member to report this problem, CALL THE POLICE. (Report it to the Board later).
- Dogs that cause a nuisance by barking cannot be left on a deck, patio or courtyard. DO NOT LEAVE THEM OUTSIDE WHILE YOU LEAVE YOUR HOME. Marietta's noise ordinances do not have a time period such as after 11:00 at night. Noise ordinances are in effect during the day as well.

## **RECREATIONAL FACILITIES**

*Pursuant to Covenants, Conditions & Restrictions, Section 5D, Use of Common Property.*

The common area and its recreational facilities are owned by Queensborough Square, Inc., and are for the use and enjoyment of member and tenants in good standing. The rules of the Association do not permit use of the Association facilities (pool, tennis court, clubhouses) by both the owner and the tenant. If both owner and tenant wish to use the facilities, the owner must apply to the Board of Directors for permission.

Members/tenants are free to invite friends (in accordance with the Covenants) to swim or play tennis ***provided the member or tenant is present at all times while non-member guests are on the court or in the pool enclosure.***

### **SWIMMING POOL**

#### **Hours of Operation**

**8:00 a.m. to 10:00 p.m.**

- Children under 14 must be accompanied by an adult over 21 years of age.
- No glass, china, crockery allowed inside pool enclosure. Please use plastic ware.
- Trash removal is the responsibility of the homeowner.
- NO PETS INSIDE POOL ENCLOSURE.
- Conventional swimwear only.
- Last person leaving pool is responsible for ensuring gate is locked and lowering umbrellas.
- BABIES MUST HAVE RUBBER, LEAK PROOF PANTS. They are NOT ALLOWED in the pool with only a diaper. For the safety of all residents, please report any "accidents" any child may have while in the pool.
- No person shall swim alone.
- Non-members must be accompanied AT ALL TIMES by homeowner.

### **TENNIS COURT**

#### **Hours of Operation**

**Dawn to Dusk**

- Playing time is limited to one hour while others are waiting.
- COURT IS FOR TENNIS ONLY! NO SKATING, SKATEBOARDING OR ANY OTHER TYPE ACTIVITY BESIDES PLAYING TENNIS.

- Tennis shoes must be worn on the court.
- Children under 10 must be accompanied at all times by a responsible adult (homeowner/tenant).
- Guests must be accompanied at all times by homeowner.
- Gates should be locked upon leaving the court.

### **CLUBHOUSE RENTAL**

The clubhouse may be reserved and used by residents or tenants for **their personally attended** social affair. RENTAL BY NON-RESIDENTS IS PROHIBITED. The person who reserves the clubhouse is responsible for any damages to the clubhouse and assessment thereof. Parental supervision is required for parties of persons under 21 years of age. Such supervision includes activities outside as well as inside the clubhouse. Parties for children under 18 can be held in the Garden Clubhouse. No parties for children under 18 can be held in the Main Clubhouse. KEYS WILL ONLY BE ISSUED TO ADULTS (21 years and older).

The clubhouse representative will make reservations for the use of the clubhouse. A non-refundable deposit of \$25 for the Garden Clubhouse and \$50 for the Main Clubhouse will be charged to book a reservation. The reservation is not in effect until payment is **received**.

The clubhouse representative will inspect the facility with homeowner/tenant at the time the keys are issued. A security deposit in the amount of \$250 for the Garden Clubhouse and \$300 for the Main Clubhouse will be due upon the time the keys are issued.

Upon check out, the facility will be inspected for damage as well as cleanliness. The security deposit will not be returned until the clubhouse is clean and any type of damage resolved. The judgment on not refunding the deposit shall be final, subject to appeal to the Board of Directors.

ANY DAMAGES BEYOND THE SECURITY DEPOSIT WILL BE CHARGED TO THE HOMEOWNER.

<b>FEE</b>	Garden Clubhouse - \$25  Main Clubhouse - \$50  Non-Refundable
<b>SECURITY DEPOSIT</b>	Garden Clubhouse - \$250  Main Clubhouse - \$300  Refundable upon satisfactory inspection
<b>MAXIMUM #</b>	Garden Clubhouse - 75 people  Main Clubhouse - 100 people
<b>CURFEW</b>	1:00 A.M.
<b>CHECK OUT/INSPECTION</b>	10:00 A.M. following morning
<b>RESERVATIONS</b>	Call Clubhouse Representative
<b>AGE LIMIT</b>	Must be 21 years old unless there is adult supervision.

### **LEASING/RENTAL OF UNITS**

Queensborough Square **stringently** enforces its Covenants regarding the rental of units. We have a 5% maximum number of units that can be leased at any given time. **WRITTEN APPROVAL TO LEASE MUST BE GIVEN BY THE BOARD OF DIRECTORS** to ensure that the maximum number is not exceeded. Leasing/renting a unit without authorization will result in legal action against the homeowner.

### **GARAGE DOORS**

As a matter of course, garage doors should remain closed unless the homeowner is working out of the garage. This is due to two issues – (a) for safety and (b) to maintain a well- maintained look to the community.