

Rozzelles Landing Homeowners Association

General Homeowner Information

Correspondence:
Rozzelles Landing HOA
C/O Kuester Management Group
PO Box 3340
Fort Mill, SC 29706
888-600-5044
support@kuester.com

Payments:
Rozzelles Landing HOA
C/O Kuester Management Group
PO Box 998
Commerce, GA 30529

I. Objective

The purpose of rules and regulations is to promote and ensure the enjoyment and proper maintenance of the community and owners' property for the exclusive benefit of all association members and their authorized guests; to foster, encourage and promote an enjoyable stimulating and dynamic community environment; and to protect and enhance the value of each members property investment.

In addition to the ownership interest in the property, every property owner shall have a personal interest and investment in the environment, well-being of his or her neighbors and the status of the property.

II. Administration of the Association

Assessments, Dues and the Annual Budget

1. All property owners are responsible for payment of the assessments or charges and any special assessments for capital improvements.
 - a. Townhome assessments are payable on the 1st of each month.
 - b. Single Family Home assessments are payable by the 1st of January, or as designated by the Board.
 - c. Assessments may be paid by check, money order, bank draft or ACH. Checks or money orders are to be mailed to **PO Box 998, Commerce, GA 30529**. Please ensure that you allow enough time for mailing if you choose to pay in this manner.
2. Late fees will be automatically assessed on the 16th day of each month. A late charge of \$25.00 and an 8% per annum late interest charge will also be added each month that an outstanding balance remains on the Owner's account.
3. The Owner will be responsible for all charges and legal fees affiliated with delinquent accounts, NSF Checks, etc.
4. All mailed payments should have the property address listed on it to ensure proper posting.
5. Any owner that is delinquent in the payment by more than 60 days, shall have their voting rights and the right of use of the recreational facilities suspended until the delinquency has been corrected. This suspension also applies to the tenants and guests of the delinquent homeowner.

Leases, Tenants, and Off-Site Owners

1. Use of each property is restricted to residential dwellings. Commercial enterprises are not permitted. For this purpose, the rental of a property is not considered a Commercial enterprise.
2. All Owners who will be absent from their unit for more than 2 weeks at a time, are recommended to provide the Management Company an alternative address and phone number for emergency purposes.

3. Owners are responsible for notifying the management company of any updated mailing address.
4. Leasing of units is allowed with the understanding that the term of the lease is to be no less than 12 months. The owner is responsible for notifying the management company of the name, contact information, and length of lease.

Procedures Regarding Resale and Leasing of Property

1. If the deeded owner is no longer residing at the deeded property an alternate address and phone should be given to the management company. The homeowner is responsible for updating all contact information with the management company.
2. Estoppel letters may be obtained by submitting a request to www.homewisedocs.com.
3. Leasing of property must be for 12 months or longer.
4. The owner is responsible for notifying the management company of the name and contact information of the tenant, as well as the length of the lease.

III. Rules and Regulations

A. General Rules

1. All toys, bicycles, furniture, etc. must be removed from the common areas, driveways, and sidewalks by sunset daily and during landscape maintenance routines.
2. No activity is permitted on the property which may damage the lawn, community area or another owner's property. If damage is caused to any community area or another owner's property due to actions of an owner, a household pet, guest, or occupant, the owner of the property will be responsible for repair charges as determined by the Board of Directors and or the Management Company.
3. Unreasonable noises or actions (i.e. Loud music, barking dogs, loud arguments, etc.) or any other nuisance or illegal activity will not be permitted. No physical or verbal abuse is permitted and is subject to Civil charges filed by the complainant.
4. No addition, alterations or improvements shall be made to any unit exterior by the owner without prior written approval from the architectural control committee or the Board.
5. Each owner is responsible for keeping their unit and surrounding area clear of all rubbish, debris, and other unsightly material.
6. All garbage and recyclable containers should be placed curbside after 9pm the night before the pick-up date. Trash containers should not obstruct walkways, driveways, mailboxes, etc. Containers are to be removed from the curbside and stored in the rear of the property or in the garage by dusk on the service day and between service days.
7. No signage of any kind is to be displayed on the property. For Sale and For Rent signs are to be displayed in the front window only.
8. Holiday home decorations must be removed within 7 days following the observance of the holiday, with the exception of Christmas. Christmas decorations must be removed no later than January 15th.

B. Doors, Locks, Windows:

1. Peepholes or door knockers are permitted. The unit owner is responsible for maintenance and installation of locks and peepholes.
2. Storm doors are permitted but must be approved prior to installation.
 - a. The door must be full view glass.
 - b. The door must be trimmed in white.
 - c. Upkeep and maintenance of storm doors is the homeowner's responsibility.

C. Pets:

1. Owners are required to abide by the laws and local ordinances with respect to licensing, caring for and controlling pets.
2. All pets must be leashed and attended to at all times while outside. Pet litter must be removed by the owner or guest immediately regardless of the weather conditions, from the area surrounding their property and from all other areas of the community.
3. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage a community area or the property of any other resident. If a pet is deemed a nuisance by the Board, it must be removed from the community within three (3) days of written demand.
4. No animals other than dogs, cats, birds or other animals approved by the Board may be raised, boarded, or kept anywhere in the community.
5. No animal may be kept for breeding or maintained for commercial purposes.
6. Owners are responsible for the actions of their pets or the pet of anyone residing in or visiting their property. The owner is responsible for the cost of repairing any damage to the community areas, to include but not limited to the cost of replacing grass, shrubs, or other landscaped areas.

D. Landscaping

1. Watering of the lawns, shrubbery, and private flowerbeds are the responsibility of the owners of this section.
 - a. Single Family Homes are allowed to install their own irrigation system at their own cost.
2. All garden hoses must be neatly rolled and placed near the water spigot when not in use.
3. **FOR TOWNHOME SECTION:** Flowers may be planted in existing beds only. The owner is responsible for maintaining and upkeep of any additional plantings. Additional planting must be approved prior to installation.
4. No homeowner may change, alter or deviate from the original landscape plan without prior approval by Architectural Review.
5. **FOR TOWNHOME SECTION:** Owners that have installed a fence to the rear of their property, are responsible for maintaining the landscaping within the fenced in area. Non-maintenance of the area within the fence will lead to a violation, fines and possible legal action.

E. Vehicles

1. Vehicles shall be kept in operating condition with a **VALID** license plate while parked within the parking lots within the Townhome section of the community. Vehicles not in compliance are subject to towing at the expense of the vehicle owner.
2. **FOR TOWNHOME SECTION:** Each Townhome is allocated two parking spaces. If your unit has a garage the two spaces are limited to your garage and the driveway.
3. Vehicles may not block fire hydrants, mailboxes, driveways, or be parked on the grass or sidewalks.
4. Residents are to direct their guests to park in parking spaces not directly in front of the buildings.
5. **FOR TOWNHOME SECTION:** After 2 inches of snowfall, all vehicles must be moved to facilitate snowplows.
 - a. Single Family Home Residents are asked to please park in their driveways to allow for the plowing of the streets.
6. NO RV's, ATV's, Commercial Trucks, Trailers, Semi's, or Boats are allowed to be parked within the community.
7. Please use extreme caution when traveling through the community. There are children at play.

F. Fences

1. No Owner may install a fence or patio divider without prior approval from the Architectural Control Committee.
 - a. **Townhome allowance:** Size: 6ft in height and may extend out 11 inches from the predominant rear building line.
 - b. **Single Family allowance:** Size: 6ft in height and may extend off the rear corner of the building to the property line.
 - c. **Style:** White PVC w/white lattice top
 - d. It is the homeowner's responsibility to contact the utility companies to verify the location of underground utility lines.
 - i. Any fences that are installed over any underground utilities, the homeowner acknowledges and agrees that the utility companies have the right to remove or damage your fence in the event repairs are needed. The utility companies, nor the association, will NOT be responsible for reinstallation or repairing the fence.
 - e. **FOR TOWNHOME SECTION:** There is to be a 5ft wide path left behind the fence to allow access for utility companies and neighbors.
 - f. The owner is responsible for maintaining the inside landscape, as well as the condition of the fence, i.e. the cleaning of the fence.
 - g. The owner is to submit a copy of the property plat showing the property lines and the placement of the fence.
 - h. The fence must not impede any storm water flow or drainage.
 - i. The owner is responsible for obtaining all necessary permits and governmental approvals prior to beginning installation.

G. Satellites

1. Satellite dishes are permitted but must be approved for placement prior to installation.
2. Satellite dishes may not be larger than 18inches in diameter.
3. Installation of the dish is not allowed on your building, roof, deck, patio, or any other structure. They are allowed to be installed on a 3ft pole in the back of the home/unit, as close as possible.
4. If the dish is installed over any underground utilities the homeowner understands that the utility companies have the right to remove or damage the dish in the event of necessary repairs. Utility companies, or the association, will not be responsible for repair or replacement of the dish.

H. Architectural Approval and Violation Policy

1. Any exterior improvements must have prior approval before beginning construction/project.
 - a. Examples of exterior improvements include but are not limited to:
 - i. Fence
 - ii. Landscaping
 - iii. Pool
 - iv. Screened in porch
 - v. Irrigation system
 - vi. Driveway extension
 - vii. Satellite installation
 - b. The completion of an exterior improvement without prior approval is a violation of the Associations Covenants and will lead to the issuance of a violation notice, possible fine assessment, possible demand for removal, and possible legal action.
 - c. Architectural Review Applications are available on the Association's website at www.kuester.com.

2. Community inspections are conducted once a month, randomly. Anyone found in violation of the Covenants and/or Rules and Regulations will be issued a violation notice. Non-correction of a violation will result in being called to a hearing, the possibility of being assessed fines and the possibility of further legal action.
 - a. Homeowners are able to submit violations to the management company through the website. We ask that you please submit with a picture of the violation and the address where the violation is occurring.

Townhome Maintenance Responsibilities

Association Responsibilities

1. Infrastructure and Common Area Maintenance:
 - a. Insurance
 - i. Directors and Officers Policy
 - ii. Liability Policy
 - iii. Exterior Building Policy
 - iv. Common Area Property Policy
 - b. Sewer Lines external to the unit
 - c. Water Lines external to the unit and on outside walks beyond the drywall
 - d. Private streets and parking lots, curbs, and public walkways
 - e. Streetlights
 - f. All turf areas, trees, and landscaping areas in the common areas
2. External Building Maintenance:
 - a. Wood and vinyl siding repairs as needed
 - b. Roof and flashing repairs, replacement as needed
 - c. Chimney, chimney chase and outside vents.
 - d. Rain gutters and downspout repairs and replacements as needed.

Owner Responsibilities

1. All interior maintenance:
 - a. Plumbing problems within the unit, including the faucets in the rear and garage.
 - b. Basement leakage or flooding from the foundation footing drain tile, sunken patio drainage or sump pump failure
 - c. Electrical problems with all metered circuits within the unit
 - d. Heating and Air Conditioning systems
 - e. Exhaust and ventilation systems.
 - f. Television, radio, and cable service connections
 - g. Sump pumps and external discharge
 - h. Vermin and pest control including wasp, ants, spiders, termites, roaches, mice, and other insects/pests.
 - i. All painting within the unit
 - j. Cost to relocate or repair abused fire/smoke alarms or detectors.
 - k. Floor coverings
2. Certain Exterior Maintenance:
 - a. Outside entry doors, including glass, frame, and weather seals.
 - b. Outside windows including glass, sash frames and weather seals.
 - c. Garage door including panels, all mountings, opening and locking hardware, weather stripping and automatic door openers.
 - d. Maintaining all owner installed items and options such as but not limited to optional end unit side patios, rear patio additions, window well covers, gas grills, storm doors, rear and side patio lighting, and fixtures, etc.
 - e. Keeping the area surrounding the unit free from trash, paper and other debris
3. Insurance on the unit, to include any upgrades and other personal content.
4. Payment of real estate taxes