

# Cobblefield Point Condo Association

## Rules & Regulations



### **Property Management Company:**

Devonshire Residential Management  
201 W. Springfield Ave., 11th Floor  
P. O. Box 140  
Champaign, IL 61824-0140  
217-403-3300

## **INTRODUCTION**

The Board of Directors for Cobblefield Point Condo Association is committed to helping keep the community clean, comfortable and safe for all residents. With this in mind, we feel that it is important to have a document of basic policies and guidelines as set forth by the Association By-Laws. This document is intended to be a more readable version of the By-Laws. If everyone does their best to follow these regulations, we can all help the community to be a great place to live. Your comments and suggestions for improving the community are always welcomed by the Board of Directors.

Cobblefield Point HOA maintains a website that is regularly updated with information. That website is <http://www.cobblefieldpoint.com> .

## **OWNER/TENANT INFORMATION**

It is important for the Cobblefield Point Condo Association to have accurate records of all owners/tenants in the community. Please complete the form at the end of this packet and mail/email to Devonshire Residential Management (DRM). This will allow us to better communicate of any upcoming meetings, issues, or concerns. Information will be kept confidential and accessed only by the Board Members of Cobblefield or DRM.

## **ASSOCIATION DUES**

Monthly condo association dues of \$225.00 are due on the first day of each month (effective August 1, 2019). These dues cover the cost of certain expenses such as exterior lighting, trash removal, lawn care, snow removal, building maintenance and serve as a reserve account for future expenses. Payments may be mailed directly to DRM or can be set up through automatic withdrawal from your checking or savings account. Checks are to be made payable to Cobblefield Point Condo Association. Please contact DRM for automatic payment information or online payments.

If dues are not paid by the 10<sup>th</sup> of each month, a \$25.00 late fee will be assessed. Failure to pay the association dues may result in a lien placed upon the property. (See Article III, Section 9 of the By-Laws)

## **UTILITIES AND SERVICE**

### **Electric and Natural Gas**

Ameren Illinois provides electric and gas service. Their phone number is 800-755-5000.

### **Water**

Illinois American Water provides water service. Their phone number is 800-422-2782.

### **Cable or Dishes:**

All cable lines must run inside of the condo - no lines or holes for lines may be cut or draped on the exterior of the building. Dishes cannot be attached to the balcony railings by bolts or screws. Clamping of the dish is the only acceptable method. Dishes are allowed in the landscape beds only and not in the common areas.

## Trash and Recycling

Area Disposal provides trash service and the cost is taken directly out of your monthly association fee. Trash totes are to be stored inside your garage except for pickup day which is Wednesday. Large items such as furniture, entertainment centers, etc. will not be picked up by Area Disposal and should not be placed by the trash totes. Containers may be put out on Tuesday but should be retrieved no later than Wednesday afternoon. This schedule will change only on holidays. Containers left out may be removed to the pool enclosure or returned to Area Disposal and the owner/tenant will be responsible for obtaining a new tote. Area Disposal's phone number is 800-935-5652.

Recycling containers are located throughout the complex. Items you may recycle include:

- Newspapers and inserts, telephone directories, paperback books
- Corrugated cardboard (broken down), fiberboard, chipboard, beverage carrier stock
- Magazines and catalogs
- Residential mixed paper (mail, computer paper, ledger paper, etc.)
- Food and beverage cans, empty aerosol cans (steel, bi-steel), foil and trays
- Food and beverage mixed glass containers (flint, brown, and green)
- Plastic containers (see link below for details)
- Plastic grocery bags (empty and loose; bags not bundled inside other bags)
- Aseptic juice boxes and "gable topped" cartons, such as dairy and juice.

You cannot recycle:

- Garbage bags
- Styrofoam
- Ceramics
- Light bulbs
- Window glass
- Mirrors
- Food soiled paper
- Plastic flower pots
- Clear dome covers from take-out food
- Wax paper
- Medical supplies of any kind
- Furniture, computers, TV's and other large items cannot be recycled. Please contact Mack's Recycling at 217-328-2100 for these items.

For more information, visit the City of Champaign website at:

<http://ci.champaign.il.us/departments/public-works/residents/recycling/multi-family-recycling/>

## **Mailbox Keys**

Keys to the mailbox should be obtained at the closing. However, if this is not done, please contact the Champaign Post Office.

## **Snow Removal**

The Association is responsible for snow removal from the driveways and the sidewalk at the front of the complex. Unit owners and tenants are responsible for their own sidewalk, porch and balcony.

## **DEFINITIONS**

- Common Elements/Areas - All of the property except the units, including but not limited to: land, foundations, roofs, pipes, ducts, common electrical wiring and conduits, public utility lines, ceilings and perimeter walls of each unit, structural components of the buildings and within units, and landscaping.
- Limited Common Elements/Areas - Including, but not limited to, pipes, ducts, electrical wiring, heating and air conditioning equipment and conduits serving a single unit as well as balconies, porches, patios, paved driveways, walkways, entrances, exits, stairways to second story units, and outside lighting.

## **LIMITED ELEMENTS USAGE**

- Residents may not use limited common areas not related to their unit.
- Maintenance of limited common areas is the responsibility of the unit owner. This includes balconies and porches.
- Household items may not be stored on, and laundry may not be dried on, porches or balconies.
- Residents may not have a garden or a compost pile on the property.

## **COMMON ELEMENTS USAGE**

- Residents may not alter, construct or remove things from the common elements without consent of the Board.
- Obstruction of common elements, such as fences or other structures, are not permitted. Nor shall anything be stored in the common elements without the prior consent of the Board.
- Sports equipment (e.g. basketball hoops) may be stored in the common elements so long as they do not obstruct anyone's way and are brought inside for the winter months.
- No parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements without prior consent of the Board.
- No clothes, sheets, blankets, laundry of any kind or articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials

## **RESPONSIBILITIES OF THE ASSOCIATION:**

- Exterior siding and trim repair and maintenance
- Roof repair, leaks, damage, and maintenance
- Concrete driveway and sidewalk maintenance and repair
- Outside electrical problems
- Exterior and grounds maintenance
- Outside pest control
- Landscaping and lawn mowing
- Snow removal

## **RESPONSIBILITIES OF THE UNIT OWNER/TENANT:**

- Condo interior maintenance and repair
- Condo appliances
- Condo plumbing issues
- Water heater maintenance and repair
- Replacement windows, outside door maintenance and repair
  - The HOA will pay for repair or replacement of broken glass from exterior windows and sliding glass doors.
- Replacement of exterior doors, screen doors and windows including paint. Owner needs to contact the HOA for acceptable paint colors.
- An annual spring inspection will occur and owners will be required to replace and/or paint their front and patio doors and replace ripped or missing screens.
- Plugged or clogged ventilation piping
- Interior electrical wiring
- Crawl spaces and sump pumps
- Furnace and air conditioning maintenance and repair
  - Every other year owners are required to have a certified HVAC company inspect their unit. Proof of this service needs to be provided to the HOA Board by providing a copy of the paid invoice. If not completed by December 31<sup>st</sup> of each odd year, ie. 2019, 2021, a \$100.00 fine will be imposed.
- Dryer vent cleaning
  - Each other year owners are required to have the dryer vent cleaned by a reputable company. Proof of this service needs to be provided to the HOA Board by providing a copy of the paid invoice. If not completed by December 31<sup>st</sup> of each odd year, ie. 2019, 2021, a \$100.00 fine will be imposed
- Fireplace maintenance and repair

## **CLUBHOUSE INFORMATION**

The Clubhouse is open to all members of the community. Each unit owner will be provided with a key to the Clubhouse. It is the responsibility of the owner to provide the key to a tenant. Please refer to the rules for the swimming pool and fitness center uses.

The Clubhouse can be reserved for private use by owners/tenants only. The cost to rent is \$100.00 per event. A refundable deposit of \$100.00 is also required. This check will be returned once the Clubhouse has been inspected by a Board Member and it has been

determined no damage has occurred. Please follow the Clubhouse Cleaning Checklist for instructions. Reservations can be made by calling DRM at 217-403-3300. The key to the closet will be provided to the unit owner/tenant in order to access the tables and chairs.

## **CLUBHOUSE POLICY**

1. Only owners and tenants are able to rent the Clubhouse.
2. The individual signing the application will be held responsible as well as liable for the use of the room.
3. The Clubhouse is a non-smoking area.
4. At no time are the doors to the Clubhouse to be propped open.
5. The legal limits placed on the number of people who may use the community room will be set according to state fire laws (currently 75 individuals).
6. There will be no loud or raucous behavior that may disturb individuals living in the units surrounding the area or that shall violate the law.
7. Use of the community room shall not continue past 12:00 am (midnight).
8. Management shall have the right to deny use of the community room to any individual or group whose past use violated the Rules & Regulations.
9. When the pool is closed in the off season the deck chairs and tables are stored in the Clubhouse. It is the responsibility of the renter to move these items (if desired) and return them to their original place once the event is over. Likewise if the plants and chairs are moved in the entry way they will need to be returned. An additional \$25.00 fee will be charged if furniture and plants are not returned to its original location.
10. One key will be assigned to each condominium.
11. Designated parking is available on the south and north side of the Clubhouse.
12. Only the community room is available to reserve/rent. The fitness facility, hot tub or pool is not available to reserve/rent.
13. Other owners may use the fitness facility, pool and/or hot tub during the time the Clubhouse is under reserve/rent.

## **SWIMMING POOL POLICY**

The purpose of this policy is to ensure that the maximum number of owners, residents, their families, and guests can use the pool with the greatest safety, comfort, and enjoyment. All rules in this Policy will be strictly enforced.

You must use your provided key to enter the Clubhouse or pool area by using either the outside pool gate or the front Clubhouse door.

Please do not let unknown people (that do not have a key with them) into the Clubhouse or pool. This is for your safety as well as Policy rules. Every resident or owner must have their key to use the Clubhouse facilities, including the pool. If you have lost your key, you will need to call DRM to obtain a new key. A \$10.00 fee will be charged for each replacement key. If you are a tenant, the owner of your unit should have provided you with a Clubhouse key. New owners should have been given a Clubhouse key by the previous owner.

1. The pool will be open on the Saturday before Memorial Day. The last day the pool will be open will be the first day of September (Labor Day), or later if the Board thinks weather permits.
2. Owners, residents, and their guests swim at their own risk. Children under 16 years of age are not permitted inside the pool area without adult supervision.
3. Pool closings: If the air temperature reaches 65 degrees or below, or if lightning and threatening weather occurs, the pool will close. The Board reserves the right to close the pool or alter the hours of operation for other reasons, such as necessary maintenance or repairs.
4. Owners or residents are responsible for their guests following all the rules, including posted signs. Owners or residents must be present at all times and no more than 4 guests will be allowed from any one unit.
5. No breakable (glass) containers are allowed in the pool area. For reasons of health, all persons must use the garbage receptacles.
6. The pool is used by adults and children, and all persons are expected to behave with appropriate social decorum. Profanity of any kind will not be permitted.
7. Pool discipline policy: Owners and residents are responsible for knowing and following all pool rules and policies.
8. Specific pool rules will be posted during the season.
9. All regulations outlined in the Illinois Department of Public Health policy must be observed and followed.
10. Doors adjoining the pool area are NOT to be propped open at any time.
11. The Board reserves the right to deny use of the pool to anyone at any time.

## **HOT TUB POLICY**

The hot tub will be open on the Saturday before Memorial Day. The last day the hot tub will be open will be the first day of September (Labor Day), or later if the Board thinks weather permits.

### **Operating the Hot Tub:**

1. Remove the cover and lean it up against the building.
2. Enable the water jets using the twist knob on the east wall. Turn clockwise to your desired length of time (15 min max).
3. Carefully enter the hot tub using the provided handrail.
4. Enjoy the hot tub until the water jets shut off automatically.
5. Use the handrail to exit the hot tub, be careful not to slip.
6. Replace the cover over the entire hot tub.

**IN CASE OF EMERGENCY:** Use the emergency shut off located next to the pump room door on the north wall. Push the red button and the hot tub will shut off.

## **WARNINGS:**

- Children under the age of 16 are not allowed in the hot tub.
- Do not use the hot tub unless all suction guards are installed to prevent body or hair entrapment.
- Do not use drugs or alcohol before, during, or after use to avoid unconsciousness and possible drowning.
- People using medications and/or having an adverse medical history should consult a physician before using a hot tub.
- Prolonged immersion in the hot tub may be injurious to your health.
- People with infectious diseases should not use the hot tub.
- Pregnant or possibly pregnant women should consult a physician before using the hot tub.
- To avoid injury exercise care when entering or exiting.
- Do not use the hot tub immediately following strenuous exercise.

## **FITNESS CENTER POLICY**

1. Only owners and residents of Cobblefield Point are permitted.
2. Persons under the age of 18 must be accompanied by a parent or guardian. Children under the age of 12 are not permitted.
3. Do not misuse or abuse any of the equipment.
4. You must wipe off the equipment after use. (Towels and sanitizing solution are provided.)
5. NO food or glass is allowed in the fitness center.
6. Cardio equipment usage is limited to thirty (30) minutes when others are waiting.
7. You must follow the posted procedures to operate the TV and stereo.

## **REGULATIONS:**

### **BUSINESSES**

Units must be used as a residence only. (See Article IV, Section 1 of the By-Laws)

### **PARKING**

No campers, boats, trailers, or trucks shall be parked or stored outside on the property and no more than two (2) automobiles shall be kept or stored. (See Article IV, Section 8)

Guest parking is permitted in various parking locations throughout the community. Parking on the street is not permitted.

### **NOISE**

No noxious or offensive activity shall be carried on in any Unit or in the Common Elements. This includes, without limitation, excessive noise from any source including voices, musical instruments, audio-visual equipment and pets. (See Article IV, Section 6 of the By-Laws). Additional information can be found at the City of Champaign Municipal Code website at



[https://www.municode.com/library/il/champaign/codes/code\\_of\\_ordinances](https://www.municode.com/library/il/champaign/codes/code_of_ordinances) - Chapter 21 Noise.

## **PETS**

No animals shall be permitted except for one (1) four-legged domesticated animal not to exceed forty (40) pounds. Per City of Champaign Ordinance all animals must be kept on a leash when in the common and public areas. No reptiles of any type are allowed.

Owners/tenants are responsible for immediately cleaning up after the animals if walked in the Common Elements. Dog waste stations are located throughout the Community. (See Article IV, Section 6 of the By-Laws). If grass or plants are killed due to pet excrement or behavior, the pet owner is responsible for costs associated with replacing the affected vegetation.

## **SIGNAGE AND ORNAMENTS**

No "for sale" or "for rent" signs, advertisements or other displays are allowed on any part of the property without Board approval. (Article IV, Section 2)

Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without prior consent of the Board. (Article IV, Section 5)

## **LEASING OF UNITS**

Condo owners who rent their units are responsible for their tenants and their tenants must abide by all Rules and Regulations. It is the owner's responsibility to provide their tenant with a copy of these Rules and Regulations. Any Unit Owner leasing a Unit shall deliver a copy of the signed lease to the Board no later than 10 days after the date of occupancy. (See Article IV, Section 12)

Using any unit as an Airbnb or other such short term rental is not allowed.

## **SELLING OF CONDOS**

Please notify DRM of the buyer's information so that contact information may be kept up to date. It is the seller's responsibility to provide a copy of the Cobblefield Point Condo Association By-Laws to the buyer.

## **REPORTING A COMPLAINT & SUBSEQUENT ENFORCEMENT**

To report a complaint please complete the attached Written Complaint Form and submit to the Board of Managers by hand-delivery, mail by registered or certified mail, return receipt requested, or deliver by technological means, provided the sender retains sufficient proof of delivery. Delivery shall be made to the President or Secretary of the Association.

The Association shall provide written acknowledgment of the receipt of the complaint to the complainant within seven (7) days of receipt. Such acknowledgement shall be hand-delivered to the complainant, mailed by registered or certified mail, return receipt requested, or if

delivered by technological means, provided the sender retains sufficient proof the electronic delivery.

### **Contents of the Association Complaint**

The complainant shall provide, with the association complaint, copies of all documents that the complainant believes the Board of Managers should consider in connection with the association complaint. In addition, to the extent the complainant has knowledge of the law, rule or regulation applicable to the association complaint, the complainant shall provide that reference, as well as the requested action or resolution.

If the association identifies additional information necessary for the association to continue processing the association complaint, then, no later than 30 days after the association's receipt of the association complaint, the association shall request such information from the complainant. The request shall be hand-delivered to the complainant, mailed by registered or certified mail, return receipt requested.

The request for additional information shall bear a reasonable relationship to the association complaint and not be used to overburden the complainant or frustrate a complainant's efforts to have an association complaint considered by the Board. If the additional information requested is not received within the time frame stated in the association's request and the time frame has not been extended by consent of the Board, but in no event shall be beyond thirty (30) days after the request was made or the extended time has expired whichever is later, the association complaint will be deemed withdrawn and the process will terminate.

### **Consideration of Association Complaint and Final Determination**

The Association's Board of Managers shall hold a hearing on the association complaint no less than 30 nor more than 60 days after receiving the association complaint and any addition information it has requested. The Board or complainant, or both, may record the hearing by tape, film or other means.

Within a reasonable time prior to the consideration of the association complaint, the complainant shall be notified of the date, time and location on and at which the hearing will be held. "Reasonable time" shall not be less than 14 days prior to the hearing date. Notice of the date, time and location for the hearing hand-delivered to the complainant, mailed by registered or certified mail, return receipt requested, or delivered by technological means, provided the sender retains sufficient proof of the electronic delivery.

A complainant may, but is not required to be, represented by an attorney. If the complainant chooses to be represented by an attorney, then s/he must notify the Board of Managers that s/he intends to be represented by an attorney no later than 7 days prior to the hearing date.

A complainant may bring witnesses or documents to the hearing in support of his or her association complaint.

The final determination of the association shall be contained in a Resolution adopted by the Board at an open meeting in conformance with the association's governing documents. The final determination of the association must be made in writing within one hundred eighty

(180) days after the association received the complainant's association complaint and marked clearly and conspicuously as "final."

Written notice of the Board's final determination shall be hand-delivered or mailed by registered or certified mail, return receipt requested within seven (7) days of the Board's final determination.

The association shall maintain a record of each association complaint it receives for at least seven (7) years following adoption of the Board's resolution setting forth for the final determination with respect to that association complaint.

**Cobblefield Point Condominium Association**

**Written Complaint Form**

The Board of Managers has adopted this association complaint form for association members (e.g. unit owners) to file written complaints with the Board about violations of the Association’s Declaration, By-Laws, Rules and Regulations or applicable Illinois law.

Name the document and paragraph number violated. Please select all that apply. If “Other,” please specify.

- \_\_\_\_\_ Declaration
- \_\_\_\_\_ By-Laws
- \_\_\_\_\_ Rules and Regulations
- \_\_\_\_\_ Condominium Property Act
- \_\_\_\_\_ Other

Legibly describe the Complaint (e.g. denied access to records, violation of By-Laws), as well as the requested action or resolution of the issues described in the Complaint. Please include references to the specific facts and circumstances at issue and provisions of the Association’s Declaration, By-Laws, Rules and Regulations and/or the provisions of Illinois laws that support the Complaint. If there is insufficient space, please attach a separate sheet of paper to this Complaint form. Also, attach any supporting documents, correspondence and other materials related to the Complaint.

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# CLUBHOUSE CLEANING CHECKLIST

## KITCHEN

Items to be checked for cleanliness and damage:

- \_\_\_\_\_ Stove
- \_\_\_\_\_ Refrigerator
- \_\_\_\_\_ Sink
- \_\_\_\_\_ Countertops
- \_\_\_\_\_ Floors
- \_\_\_\_\_ Garbage taken out and new trash liner placed in can.

## COMMUNITY ROOM

Items to be checked for damage:

- \_\_\_\_\_ Tables and chairs - returned to their previous location
- \_\_\_\_\_ Walls
- \_\_\_\_\_ Plants - returned to their previous location

Items to be checked for cleanliness:

- \_\_\_\_\_ Tables must be washed off before being put away
- \_\_\_\_\_ Floor must be swept and mopped - not sticky

If tables and chairs are used, tables must be folded and leaned carefully against the wall and chairs must be stacked in the storage closet.

## BATHROOMS AND STORAGE CLOSET

- \_\_\_\_\_ Bathroom floors must be mopped - not sticky
- \_\_\_\_\_ Garbage taken out in bathrooms
- \_\_\_\_\_ Bathroom sinks must be clean

All doors and windows must be closed and locked.

All garbage containers must be emptied out and new garbage bags put back in the containers. Garbage bags are located in the storage closet. Garbage is to be placed in the container outside the Clubhouse or taken back to your condominium.