

**CUMBERLAND TRACE POA**  
**FREQUENTLY ASKED QUESTIONS AND ANSWERS**

*January 1, 2022*

**Q: What are my voting rights in the association?**

**A:** Each individual is entitled to cast one vote per unit owned. Please refer to Article III Sections 2. A of the Declaration.

**Q: What restrictions exist in the documents on my right to use my unit?**

**A:** Per Section 10. Use of Lots, it outlines the restrictions relating to Satellite dishes, sheds, basketball goals, parking, signs, commercial vehicles, and other important exterior regulations monitored by the Board of Directors and ACC Committee

**Q: What restrictions exist in the townhome documents on the purchase of my unit?**

**A:** Buyer approval is not required by the Association, however, all owners who purchase a unit at Cumberland Trace are responsible to abide by the Declaration, Bylaws and Rules and Regulations.

**Q: What are the requirements for leasing my unit at this Association?**

**A:** Per Article X Leases, Section 1 of the Declaration, No Lot shall be rented for a period of time less than one year, nor more than one family Pursuant to any single lease. A lot shall not be rented without the prior written approval by the Association, which approval shall not be unreasonable withheld. The Association shall have the right to require that a uniform lease be used by all Owners. All leases shall be fully bound by all the terms and conditions of this Declaration. Please refer to the Rules and Regulations and the Leasing Guidelines for specific leasing policy details. A Resolution was passed in 2016 that outlines very strict leasing and renewal policies.

**Q: What is the policy with regards to Lease Renewals for the Association?**

**A:** All lease renewals require approval by the Board. A copy of the lease must be sent to [greed@ameritechmail.com](mailto:greed@ameritechmail.com) with a cover letter stating the purpose of the submittal and must include contact phone and email for the unit owner. The lease will be forwarded to the Board of Directors for review and approval.

**Q: What would cause a lease not to be renewed:**

**A:** Tenant violation of the rules and regulations. This would include noise disturbances, parking violations, lack of cleanliness of the front, back, side of the unit (personal items) pet violations.

**Q: What is the budget year period for the Association?**

**A:** January 1 to December 31 each year.

**Q: How much are my assessments to the townhome association for my unit type and when are they due?**

**A:** Each unit owner shall be liable for assessments pursuant to Article X of the Bylaws, and in which the Board of Directors shall determine the amount of the Common Area Expenses and said assessments are payable in advance and shall be due on the 1<sup>st</sup> of each month. If an assessment is not paid within 30 days of the due date, it shall bear interest at the rate of 18% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. Assessments for the 2020 year are \$160.00 per month.

**Q: What utilities are the Owners responsible for?**

**A:** The owner's responsibility of utilities includes water/sewer, trash and cable. Water/sewer and trash are billed and payable to Think Utilities. If you do not receive an invoice within 30 days of your unit purchase, it is your responsibility to contact management for information.

**Q: What maintenance am I as an Owner responsible for?**

**A: Please refer to Article IV Section 1a of the Declaration for full details of Owner maintenance. Unit Owners are responsible for all exterior maintenance except for exterior painting, which is scheduled and paid for by the Association every 6-8 years. Owner's responsibility includes, but is not limited to roof repairs, driveway and walkway repairs, soffit and fascia repairs, screen patio repairs, front door repair or replacement. Landscape mulch is also the owner's responsibility unless the Association completes a full mulch replacement. All exterior changes require ARC Committee approval and this information is located at the mailbox areas.**

**Q: What are my responsibilities with regards to insurance coverage for my unit?**

**A: A unit owner is responsible to ensure the full interior and exterior of the unit, excluding the slab.**

**Q: What are the parking restrictions within the community?**

**A: Parking is restricted to driveways and within garages. Street parking is not permitted overnight. Guest parking at the pool and at ends of buildings is limited to 48 hours. Towing will be enforced for parking in guest spots for longer *than the posted hours*.**

**Q: Is there a Master Association?**

**A: No**

**Q: What are the restrictions relating to Pets?**

**A: Per Section 10(w) Use of Lots Section, Animals: Animals are limited to one (1) dog under twenty (20) pounds, and a maximum of two (2) cats. NO PITT BULLS, NO ANIMAL THAT HAS BEEN DEEMED TO BE AGGRESSIVE. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a yard that contains an invisible fence. No pet shall be "tied out" on the exterior of the House, common areas, or left unattended in a yard, porch or patio. Each owner shall be responsible for the activities of the pet. All owners are required to clean up after their pet.**

**THESE STATEMENT CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERE TO, AND THE CONDOMINIUM DOCUMENTS.**

**PLEASE REFER TO ADDITIONAL ASSOCIATION APPROVED RULES AND REGULATIONS AND LEASING POLICIES.**