

October 2023

Dear Founders Place Residents:

The Founders Place Board of Directors and Schrank & Associates, our property manager, have had multiple calls from residents regarding parking in our Founders Place Community.

Concerns expressed:

- Residents are parking in the alleyways
- Guest parking is being used for homeowners' personal vehicles
- Commercial vehicles or vehicles with business signs are parked
- Residents are permanently parking on Frankfort Main Street

Of particular importance and also a Village ordinance: **Parking in the alleyways is strictly prohibited, as the alleyways are zoned as a fire lane and must remain vehicle free at all times** except for loading and unloading.

Founders Place bylaws in Section 3.6 state:

1. All vehicles owned or leased must be parked in the owner's garage or driveway
2. All automobiles, trucks or other vehicles with business or work marking must be parked in the owner's garage
3. No permanent parking shall be maintained on Frankfort Main Street

Founders Place Rules and Regulations in Section 8 state:

1. In addition to the above stated under bylaws, all boats, trailers, recreational vehicles commercially marked trucks/vehicles of residents or their guests are prohibited from the parking areas of Founders Place unless parked in the garage with the doors closed.
2. No parking in the alleys except to load and unload or to wash vehicles
3. At no time will and un-licensed vehicle or an unlicensed vehicle used for parts be allowed to park in any parking area in the development
4. Vehicles shall not be parked on landscape and sidewalks or in such ways as to block the sidewalks, driveways or fire hydrants as covered by the Village of Frankfort
5. Garage doors must be kept closed at all times except when entering or exiting.

On behalf of the many residents who have expressed concern about residents parking we are requesting that all residents adhere to our bylaws and rules and regulations. A copy is attached for your review.

Continued violators will receive notices and fines will be issued by the Schrank & Associates, our property management company.

Thank you in advance for your cooperation with these important requests.

October 24, 2023

Respectfully,

The Founders Place Board of Directors:

Douglas Fitzgerald, President

John Dees, Vice President

Jim Matt, Treasurer

Cheryl Champoux, Secretary

Jaime Aruguete, Director

Clyde (Chick) Mayronne, Director

Rose McGuire, Director

WHEREAS, Declarant wishes to further amend certain provisions of the Declaration;

NOW, THEREFORE, Declarant hereby declares and agrees as follows:

1. Section 1.14(a) is hereby added, as follows:

“(a) “Occupant shall mean any Owner (as defined herein) or person who resides in a Unit on a regular basis.”

✓ 2. Section 3.6 is hereby deleted and, in lieu thereof, the following is substituted:

“3.6 Automobiles, trucks, boats, recreational vehicles, trailers, or other vehicles (owned, leased, or otherwise maintained on a regular basis within the Development by an Owner and/or Single Family, other than vehicles utilized by Declarant and/or the Association in construction or reconstruction of the Property as a contractor or subcontractor) shall at all times be parked in the garage of the Unit and their repair or maintenance shall not be permitted except within the confines of the garage. All vehicles owned, leased, or otherwise maintained by an Owner or Occupant of an attached Townhome must be parked, overnight, within the garage or on the driveway of the attached Townhome. All automobiles, trucks, and/or other vehicles, with business or work markings and legends, shall always be parked within the confines of the garage. No permanent parking shall be maintained on Frankfort Main. Guest parking spaces, which are provided at the east or west end, as the case may be, of the four (4) groups of Single Family Units shall be utilized only by guests of Single Family Unit Owners.”

3. Section 3.10 is hereby deleted and, in lieu thereof, the following is substituted

therefor:

“3.10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel or part thereof, or in any Unit erected thereon, except dogs, cats, or other customary and usual household pets, limited to a total of one, kept for other than commercial purposes. Except with the consent of the developer or, after the Turnover Date, by the Association, allowed household pets may not be larger than twenty-five pounds. When taken outside, allowed household pets shall be either kept within the confines of an enclosed yard or maintained on leash at all times. Allowed household

**Development.**

(d) The Declarant desires to provide for the maintenance of the Common Area which shall be owned by the Association and used in common by the Owners of the Property.

2.2 To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property and any add on property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

**ARTICLE III  
GENERAL RESTRICTIONS**

3.1 The Property is hereby restricted to a detached and attached single family residential community. All construction and no building or structures shall be removed from other locations to the land and no subsequent buildings or structures other than detached and attached single family residences shall be built on any Parcel or part thereof where the Declarant has theretofore constructed a detached and attached single family residence. No building or structure of a temporary character including, without limitation on the generality thereof, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or erected in any Parcel or part thereon adjoining or as an addition to any Unit at any time or be used for residential purposes either temporarily or permanently.

3.3 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot, Parcel or Unit.

3.4 Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall be located upon the Lots, Parcels or Units.

3.5 No person shall accumulate on his Parcel or Unit any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. All unimproved Parcels shall not be planted with anything other than grass or other vegetation as permitted by the rules and regulations adopted by the Association.

3.6 Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Unit and their repair or maintenance shall not be permitted except within the confines of the garage. ✓

3.7 No fencing of any kind, other than that fencing installed by Developer on homesite and/or Common Areas and landscaping fencing approved by the Board shall be erected on the property.

## 7. Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel or part thereof, or in any Unit erected thereon, except dogs, cats or other customary and usual household pets, limited to a total of two (2), may be kept for other than commercial purposes. Notwithstanding the foregoing, upon application made by an Occupant to the Board of Directors of the Association, exceptions may be made to the foregoing restrictions. Such exceptions may include, but shall not be limited to, certain instances where, for good cause, the Occupant is caring for a third or additional animal(s). Application shall be determined by a majority vote of the Board of Directors on a case by case basis. Further, the Board of Directors may act, *ex parte*, with respect to the terms, conditions and provisions of this paragraph. When taken outside, allowed household pets shall be kept either within the confines of an enclosed yard or maintained on a leash by a person at all times. The Occupant or person who owns or has custody of any allowed household pet shall be responsible for immediate removal of the excrement dropped by the pet. The household pet shall not be left unattended, with or without a leash, outside the confines of the unit.

## 8. Parking

- 8.1 All boats, trailers, recreational vehicles and commercially marked trucks / vehicles of residents or their guests are prohibited from the parking areas of Founders Place unless parked in the garage with the doors closed. All exceptions must be approved by the Board of Directors. (Refer to Declaration, Amendment Three, dated 5-20-03, Section 3.6)
- 8.2 There shall be no parking in the alleys at any time except to load and unload articles or to wash vehicles.
- 8.3 At no time will an un-licensed vehicle or a vehicle being used for parts be allowed to park in any parking area in the development.
- 8.4 Vehicles shall not be parked on landscape and sidewalks or in such a way as to block the sidewalks, driveways or fire hydrants as covered by Village and State Laws.
- 8.5 Garage door must be kept closed at all times except when entering and exiting.