



PROPERTY MANAGEMENT COMPANY

Coldwell Banker Commercial Devonshire Realty (CBCDR)

201 W. Springfield Ave., 11th Floor

P. O. Box 140

Champaign, IL 61820

217- 403-3300

Website: <https://cbcdr.com/>

Email: Maintenance@cbcdr.com

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1) 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. The Board of Directors' email is: hoaboard@cobblefieldpoint.com

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

2) OWNER/RESIDENT/TENANT INFORMATION

Definitions:

- Owner – The person or entity who owns the unit.
- Resident – The person(s) who live in the unit.
- Tenant – The person(s) who rents (and resides in) the unit from the owner.

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

3) ASSOCIATION DUES

Monthly condominium association dues of \$225.00 are due on the first day of each month (effective January 2022). These dues cover the cost of expenses including: exterior lighting, trash removal, lawn care, snow removal, building maintenance, clubhouse, pool maintenance, and serve as a reserve account for future expenses. Payments may be mailed or dropped off directly to CBCDR, or it can be set up through automatic withdrawal from your checking or savings account. Checks are to be made payable to: Cobblefield Point Condo Association. To set up automatic or online payments, please visit: <https://www.drmcu.com/condo-owner-login> . You can also download the app: Online Portal by AppFolio. Online payments include a \$2.49 transaction fee. Mailing or dropping off checks do not include a fee.

If dues are not paid by the 10th of each month, a \$25.00 late fee will be applied. Failure to pay the association dues may result in a lien being placed upon the property. Continued failure to pay dues may lead to legal action and removal of privileges to the clubhouse and pool area. (See Article III, Section 9 of the By-Laws: https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf)

4) UTILITIES AND SERVICES

Residents/tenants are responsible for setting up their own utilities.

a) ELECTRIC AND NATURAL GAS

Ameren Illinois provides electric and gas service. Contact Information:

1-800-755-5000

<https://www.ameren.com/>

b) WATER

Illinois American Water provides water service. Contact Information:

1-800-422-2782

<https://www.amwater.com/ilaw/>

c) CABLE OR DISHES

There are a number of cable providers in the area and may be chosen by resident/tenant preference. 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.

d) TRASH AND RECYCLING

Green for Life (GFL) provides trash services, 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 Monday morning. Large items such as furniture, entertainment centers, etc., will not be picked up by GFL and should not be placed by the trash totes. Containers may be put out on Sunday but should be retrieved no later than Tuesday morning. This schedule will change only on holidays (see: **<https://gflenv.com/urbana-disposal/>**). Containers left out may be removed to the pool enclosure or returned to GFL and the owner will be responsible for obtaining a new tote. Totes continually left out will be issued a \$25 weekly fine. GFL's phone number is: 217-893-3675. Website: **<http://www.gflenv.com/>**

The City of Champaign provides recycling services, and the cost is taken directly out of your monthly association fee. Recycling containers are located throughout the complex next to the mailboxes. Recycling pick-up is scheduled twice weekly on Tuesdays and Fridays.

Items you may recycle include:

- **Plastic & Glass** - All glass and plastic no. 1-7 is accepted (check for recycling symbol on container), as well as plastic shopping bags. Please rinse all containers and flatten plastic containers to save space.
- **Cardboard & Paper** - Corrugated cardboard and boxboard is accepted (i.e., cereal, soda, and beer packaging). Please flatten all boxes. Magazines, paperback books, paper bags, newspaper, and mixed paper, as well as plastic/wax-coated paper is also accepted (milk and juice cartons). Clean pizza boxes can be recycled.

- **Cans** - Most metal cans (tin, steel, and aluminum), including empty aerosol cans are accepted. Labels do not need to be removed. Please rinse all cans and flatten drink cans to save space. Clean aluminum foil and trays can also be recycled.

Items not accepted:

- Batteries*
- Building Materials
- Ceramic Dishes
- Cookware
- Electronics*
- Food-Soiled Materials
- Garbage Bags
- Hazardous Materials
- Lightbulbs*
- Medical Supplies
- Scrap Metal
- Styrofoam
- Window Glass

*For information on where to recycle batteries, Compact Fluorescent Lightbulbs (CFLs), electronics and more, please refer to the "Where Do I Recycle, Donate, or Dispose of It?" page at: <https://champaignil.gov/public-works/recycling/where-do-i-recycle-it/>

e) MAILBOX KEYS

Keys to the mailbox should be obtained at the closing or rental start date. However, if this is not done, please contact the Champaign Post Office. <https://faq.usps.com/s/article/Locked-Mailboxes-and-Mailbox-Keys>
(800) 275-8777

f) SNOW REMOVAL

The Association is responsible for snow removal from the driveways and the sidewalk at the front of the complex. The cost is taken directly out of your monthly association fee. Residents and tenants are responsible for their own sidewalk, porch, and balcony.

- Snowplows will be scheduled to come out once two inches of snow is reached.
- The drives and sidewalks will be salted when there is a threat of freezing weather.
- Courtesy parking information when it snows:
 - Park towards middle of the lots - keep edges of parking lots free so that snowplows can pile the snow towards the edges of the lot.
 - Move cars from in front of garages when there is heavy snow so plows can clear the drives and residents can get out of their garages.

g) LAWN & GROUNDS

S&G Custom Mowing provides lawn and grounds maintenance. The cost is taken directly out of your monthly association fee.

- Area between garages – S&G will plant and maintain ornamental grass in the half-circle areas between garages. Please do not plant your own flowers/plants in these areas.

5) 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. This also includes common parking spaces and concrete (excluding personal driveways).
- **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.
- **Concrete directly in front of garages** – are considered reserved spaces for the resident of the unit.

6) COMMON ELEMENTS USAGE

- Residents/tenants may not alter, construct, or remove things from the common elements without the consent of the Board.
- Obstruction of common elements, such as fences or other structures, are not permitted. Nor should anything be stored in the common elements without the prior consent of the Board.
- Sports equipment (e.g., basketball hoops) may NOT be stored or used in the common elements or concrete areas. Equipment is only permitted in grassy areas and is not permitted on the concrete areas.
- 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.

7) LIMITED ELEMENTS USAGE

- Residents/tenants 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, patios, and porches.
- Household items may not be stored on, and laundry may not be dried on, porches or balconies.
- Residents/tenants may not have a garden or a compost pile on the property.
- Residents are permitted to have security cameras on the exterior of their unit. They may be installed professionally or by the resident/owner.
 - While it is preferred the cameras are not drilled into wood posts or permanently installed, safety is most important and therefore allowed. If able, please use clips and less permanent means of installation.

8) CONCRETE DIRECTLY IN FRONT OF GARAGES USAGE

- The concrete directly in front of attached garages is considered reserved spaces for the resident of the unit.
- Residents with detached garages have assigned “reserved” spaces.

9) 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

10) RESPONSIBILITIES OF THE UNIT OWNER/RESIDENT:

- 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 (front and balcony doors), garage doors, screen doors, and windows including paint. For information on acceptable paint colors and screen doors, please visit our website.
 - <https://cobblefieldpoint.com/doors-and-trim/>
- 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, sump pumps, and attics.
- Furnace, air conditioning, and water heater 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 31st of each odd year (i.e., 2021, 2023, 2025) a \$100.00 fine will be imposed.
- Dryer vent cleaning
 - Every 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 31st of every odd year (i.e., 2021, 2023, 2025) a \$100.00 fine will be imposed.
- Fireplace maintenance and repair

11) CLUBHOUSE INFORMATION AND POLICY

The clubhouse is open to all owners, residents/tenants. Please refer to the rules for the swimming pool and fitness center uses. Designated parking is available on the south and north side of the clubhouse.

Each unit owner will be provided with one key/fob to the clubhouse (one fob/key per unit). It is the responsibility of the owner to provide the key/fob to a tenant. New owners should have been given a clubhouse key/fob by the previous owner. If you have lost or damaged your key/fob, you will need to call CBCDR to obtain a new key/fob. A \$50.00 fee will be charged for a replacement key/fob.

Owners who are not in good standing with their HOA fees (i.e. are 30+ days past due and have a balance) will have their fob deactivated. Residents/tenants who are found to have given their fob to a non-resident for use will have their fob deactivated and suspended for 60 days as well as being charged a \$50.00 fee.

You must use your provided key/fob 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/fob with them) into the clubhouse or pool. This is for your safety as well as policy rules. Failure to follow the below rules may result in fines.

The clubhouse can be reserved for private use by owners 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 member of the property management and it has been determined no damage has occurred. Please follow the 'Clubhouse Cleaning Checklist Form' for instructions (at the end of this document, or online: <https://cobblefieldpoint.com/forms-and-checklists/> . Reservations can be made by calling CBCDR at 217-403-3300 or emailing: Maintenance@cbcdr.com. The key to the closet will be provided to the unit owner in order to access the tables and chairs.

- Only owners are able to rent the clubhouse.
 - Tenants renting units are able to rent the clubhouse if their lease is on file and the owner co-signs.
- The individual(s) signing the application will be held responsible as well as liable for the use of the room.
- Management will have the right to deny use of the community room to any individual or group whose past use violated the Rules & Regulations.
- Only the community room is available to reserve/rent. The fitness facility or pool is not available to reserve/rent.
- Other owners/residents may use the fitness facility and pool during the time the clubhouse is under reserve/rent.
- The legal limits placed on the number of people who may use the community room will be set according to state fire laws (currently seventy-five (75) individuals).
- The clubhouse is a non-smoking area.
- At no time are the doors to the clubhouse to be propped open.
- 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.
- Use of the community room shall not continue past 10:00pm.

- 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 their original location.

12) SWIMMING POOL INFORMATION AND 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. Failure to follow the below rules may result in fines.

- The pool will be open on the Saturday before Memorial Day. The last day the pool will be open will be the first Monday of September (Labor Day), or later if the Board thinks the weather permits.
- Owners, residents, and their guests swim at their own risk (there is no lifeguard on duty). Children under 16 years of age are not permitted inside the pool area without adult supervision.
- 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.
- 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 four (4) guests will be allowed from any one unit.
- No breakable (glass) containers are allowed in the pool area. For reasons of health, all persons must use the garbage receptacles.
- The pool is used by adults and children, and all people are expected to behave with appropriate social decorum. Profanity of any kind will not be permitted.
- Pool discipline policy: owners and residents are responsible for knowing and following all pool rules and policies.
- Specific pool rules will be posted during the season.
- All regulations outlined in the Illinois Department of Public Health policy must be observed and followed.
- Doors adjoining the pool area are NOT to be propped open at any time.
- The Board reserves the right to deny use of the pool to anyone at any time.

13) FITNESS CENTER INFORMATION AND POLICY

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

14) REGULATIONS:

a) BUSINESSES

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

https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf)

b) 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 of the By-Laws:

https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf)

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

c) NOISE

No noxious or offensive activity should occur 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. Quiet hours are from 10:00pm – 7:00am. (See Article IV, Section 6 of the By-Laws:

https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf).

Additional information can be found at the City of Champaign Municipal Code website at:

https://library.municode.com/il/champaign/codes/code_of_ordinances (Chapter 21: Noise)

d) PETS

No animals shall be permitted except for two (2) four-legged domesticated animals not to exceed forty (40) pounds each. 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.

Residents/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: https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf). 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.

e) 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. (See Article IV, Section 2 of the By-Laws: https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf)

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. (See Article IV, Section 5 of the By-Laws: https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf)

f) LEASING OF UNITS

Unit 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 of the By-Laws: https://cobblefieldpoint.com/wp-content/uploads/2015/11/CP_ExhibitD_By-Laws.pdf).

Unit owners are also responsible for turning in a 'Tenant Contact Information form' to CBCDR no later than 10 days after the date of occupancy. This form can be found at the end of this document, or online at: <https://cobblefieldpoint.com/forms-and-checklists/>

Using any unit as a short-term rental (less than 30 days) or other such short-term rental is not allowed. Any rental in violation may be charged a fine.

g) SELLING OF CONDOS

Please notify CBCDR 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.

15) REPORTING A COMPLAINT & SUBSEQUENT ENFORCEMENT

To report a complaint, please complete the 'Written Complaint Form' (found at the end of this document or online at: <https://cobblefieldpoint.com/forms-and-checklists/>) and submit to the Board of Directors by:

- Hand-delivery
- Mail by registered or certified mail
 - Return receipt requested optional
- Delivered by electronic communication (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 optional
- Delivered by electronic communication (provided the sender retains sufficient proof of delivery).

a) CONTENTS OF THE ASSOCIATION COMPLAINT

The complainant should provide:

- Copies of all documents that the complainant believes the Board of Directors should consider in connection with the association complaint.
- The rule or regulation applicable to the association complaint (to the extent the complainant has knowledge of the law).
- The requested action or resolution.

The association may request additional information in order to process the complaint. If so, the association:

- Will make the request no later than 30 days after receipt of the complaint.
- Will deliver the request:
 - By hand delivery
 - By registered or certified mail
 - Return receipt requested optional
 - By electronic communication (provided the sender retains sufficient proof of delivery).
- Will only request information that bears a reasonable relationship to the complaint, and not be used to overburden the complainant or frustrate the complainant's efforts to have the complaint considered by the board.
- Terminate the process and deem the complaint withdrawn if:
 - The additional information requested is not received within the stated timeframe (and the timeframe has not been extended by consent of the board).
 - This will not be beyond 30 days after the request was made or the extended time has expired (whichever is later).

1) CONSIDERATION OF THE ASSOCIATION COMPLAINT AND FINAL DETERMINATION

The Association's Board of Directors will hold a hearing on the association complaint:

- Between 30 and 60 days after receiving the association complaint and any additional information it has requested.
- Which may be recorded by tape, film, or other means by The Board, complainant, or both.
- Where the complainant may (but is not required to) be represented by an attorney.
 - If so, the complainant must notify the Board of Directors no later than 7 days prior to the hearing date.
- Where the complainant may bring (in support of the complaint):
 - Witnesses
 - Documents
- And the complainant will be notified of the date, time, and location of the hearing within a "reasonable time" period.
 - "Reasonable time" is considered no less than 14 days prior to the hearing date.
 - Notice of the date, time, and location for the hearing will be:
 - Hand-delivered to the complainant
 - Mailed by registered or certified mail
 - Return receipt requested optional
 - Delivered by technological means (provided the sender retains sufficient proof of the electronic delivery).

The final determination of the association:

- Will be discussed and voted upon by the Board and residents at an open meeting.
- Will be in compliance with the association's governing documents.
- Will be made in writing within 180 days after the association received the complaint and marked clearly as "final."
- Will be delivered within 7 days of the Board's final decision by:
 - Hand-delivery
 - Registered or certified mail
 - Return receipt requested optional
- Will maintain record of the complaint for at least 7 years following the final determination.

COBBLEFIELD POINT CONDOMINIUM ASSOCIATION WRITTEN COMPLAINT FORM

The Board of Directors 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 of the document and paragraph number violated. Please select all that apply. If “Other,” please specify.

Declaration By-Laws Paragraph Number: _____

Rules and Regulations Paragraph Number: _____

Condominium Property Act Paragraph Number: _____

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.

Requested action or resolution to the complaint:

CLUBHOUSE CLEANING CHECKLIST FORM

Items to be checked for cleanliness and damage. Include notes:

KITCHEN

- Stove _____
- Refrigerator _____
- Sink _____
- Countertops _____
- Floors _____
- Garbage taken out and placed in garbage totes _____
- New trash liner (located in storage closet) placed in can _____

COMMUNITY ROOM AND STORAGE CLOSET

- Tables and chairs – returned to storage closet or previous location _____
- Tables cleaned, folded, and leaned carefully against the wall in storage closet _____
- Chairs cleaned and stacked in the storage closet _____
- Walls _____
- Plants – returned to their previous location _____
- Tables must be washed off before being put away _____
- Floor must be swept and mopped – not sticky _____
- Storage closet locked after use _____
- All windows and doors closed and locked _____

BATHROOMS

- Bathroom floors must be mopped – not sticky _____
- Garbage taken out in bathrooms _____
- Bathroom sinks must be clean _____

OTHER NOTES:

TENANT CONTACT INFORMATION FORM

Name: _____

Unit Owner Name/Company: _____

Unit Owner Contact Information: _____

Cobblefield Point Address: _____

Primary Phone Number: _____ Cell Home Work

Additional Phone Number: _____ N/A Cell Home Work

Email Address: _____

Type of Pets/Animals: _____ Number of Each: _____

Emergency Contact Name: _____

Emergency Contact Relationship: _____

Emergency Contact Phone Number: _____

Please email to Property Management (CBCDR) when completed: Maintenance@cbcdr.com