

GINGER BROOK HOMEOWNERS ASSOCIATION

Oak Brook, IL

Rules and Regulations

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Ginger Brook Homeowners Association
Oak Brook, IL
C/o Vista Property Management, Inc.
Phone 630.530.1122 • Fax 630.530.7714

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Rules & Regulations

These Rules and Regulations, as adopted on the first day of January, 1998, and as amended from time to time, are intended for the safety and consistent operation of the Association. These Rules and Regulations are binding on each and every Owner, the Owners' family, tenants and guests. Many Rules and regulations are abstracted from the Association's Declaration and By-Laws and are simply designed as a form of clarification. In the event these Rules and Regulations conflict with the Declaration or By-Laws, those documents would be applicable.

1. Assessments

Assessment payments are due on the first of each month. If the assessment payment is not received by the Management Company by the 10th of the month a \$25.00 late fee will be assessed. Additionally, 1 ½% interest will be assessed each month on the outstanding balance.

If an outstanding balance still remains after 60 days, the account will automatically be forwarded to the Association's lawyer for collection. All legal and related fees incurred by the Association will be added to the Homeowner's assessment account. At this time the Board may also revoke the Unit Owner's Amenities privileges until the outstanding balance has been paid

2. Alterations

- a. No alterations, additions or deletions of any kind may be made to the Property, the Common elements or the Limited Common Elements except by written request and consent of the Board.
- b. The Ginger Brook Architectural Standards adopted in 2002 will be adhered to.

3. Clubhouse

- a. Smoking is not allowed anywhere in the building
- b. Lights must be turned off and all doors locked when leaving.
- c. Any and all activities must conform with all Federal, State and Local laws.
- d. Non-Board meetings and other uses must be scheduled through the Management Company

4. Exterior Appearances

- a. Owners shall keep decks, patios and front door entranceways clean, orderly and free of clutter.
- b. Overnight storage of any kind is expressly prohibited on or in any Common elements except while construction is in progress and approved by the Board.

- c. Any Element which is damaged by the conduct of an Owner or by the Owner's family, tenants, guests, pets or contractors shall be repaired by the Owner, and in the event the Owner fails to do so, by the Association with such cost assessed to the Owner.
- d. Owners may not enclose any portion of any Common or Limited Common Element.
- e. Bicycles, toys and recreational equipment must be stored inside the Units when out of season.
- f. Any construction debris must be removed on a daily basis.
- g. Garages doors must be kept closed when not being used for ingress or egress.
- h. Repairs or activities which may cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Hours of activity are permitted Monday through Saturday from 7:00 a.m. to 9:00 p.m. and Sunday 10:00 a.m. to 5:00 p.m.
- i. Nothing shall be used or stored in any garage that might create danger of fire or explosion or that might create harmful or offensive fumes, including, but not limited to propane tanks, grills, etc.

5. Landscaping

- a. Flower planting is encouraged and is limited to original non-sodded areas.
- b. Owners are responsible for the care, maintenance and removal of any season flowers and plantings in the limited Common Area.
- c. Vines, climbing plants, hanging containers and supporting structures (i.e. trellises) are permitted on privacy fences, but not on exterior of buildings.
- d. Mulch is allowed in planting beds. Redwood chips, rocks and decorative stones are to be permitted around air conditioning units. Appeals may be submitted to Landscaping.
- e. Plant containers displayed in the front of the Units shall be in earth tone neutral colors, such as tan, terra cotta, cream or white.
- f. Any plant material or turf grass damaged by Owners, tenants, contractors, etc., neglected or abused shall be repaired by the Owner, and in the event the Owner fails to do so, by the Association with such cost assessed to the Owner.

6. Leases, Tenants and Non-Resident Owners

- a. All leases must be for a term of no less than twelve (12) consecutive months and no more than twenty-four (24) consecutive months. Any Unit not occupied by the legal owner of the Unit, their legal spouse, parents or children shall be considered leased to the occupant and subject to the provisions of this and all other requirements of the Association. In the event that the legal owner of any particular Unit is in trust, then this provision shall apply if said Unit is not occupied by the beneficiary of the trust, the beneficiary's legal spouse, and parent of child.

- b. Not later than 30 days prior to any new or lease renewal the unit owner shall provide the following information to the managing agent:
 - 1. A fully executed copy of the entire lease agreement.
 - 2. The lease will include a rider signed by the tenant stating that they have been provided a copy of, have read and will abide by these rules and regulation.
 - 3. A completed resident census form (available at the management office)
- c. All Owners who do not reside in the Unit owned by them shall provide the Association with their permanent address, home and work telephone number and where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to the Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit and the Association shall not be liable for any losses, damage, injury or prejudice to the right of said Owner caused by any delays in receiving notice resulting there from.
- d. No Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
- e. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
- f. Each Owner shall be responsible for providing his/her tenants with a copy of the declaration, By-Laws, Rules and Regulations and any supporting documents.
- g. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action should be taken against the Owner of tenant, as the case may be. When the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action(s) are necessary to terminate the lease.
- h. All expenses incurred by the Association, in connection with any violation under these Rules and Regulation, shall be assessed to the account of the responsible Owner.
- i. Provisions herein which relate to the execution of a new lease shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules and Regulation.
- j. The Board will periodically review the number of leased units and as deemed appropriate, limit the number allowed utilizing a 10% leased units as a guideline.

7. Lighting and Exterior Decorations

- a. All exterior light fixtures require approval of the Board, prior to installation.
- b. Flood lights of any nature are prohibited.

- c. Seasonal lighting or decorations may be used without Board permission for a period not to exceed thirty (30) days prior to the Holiday or twenty-one (21) days after the Holiday. All lighting and decorations must be consistent with the season.
- d. Attachment to the siding, trim or brick with a nail, screw, brad, or staple is prohibited.
- e. No lighting, whether seasonal or standard, shall be placed on the roof lines of the buildings.
- f. Any damage caused by installation or use of seasonal lighting shall be repaired by the Owner, and in the event the Owner fails to do so, by the Association with such cost assessed to the Owner.

8. Parking

- a. Overnight parking on the streets is prohibited.
- b. Overnight parking is allowed in the designated area described as: the spaces west of the tennis courts.
- c. Commercial vehicles may park on the streets, in driveways or in the designated area only when working for or providing service to the Association or the owner.
- d. **Permitted vehicles(s) must be parked *first* in garages, *second* on the driveways and must stay within the boundaries of the garage door and *third* in the designated parking area as stated in paragraph "b" above. Other licensed vehicles can ONLY be stored in a Unit garage with the garage door closed.**
- e. Extended parking in the designated area (close to Tennis Courts) is prohibited more than 5 days without a "Parking Permit" (Exhibit 3) completed in full and displayed.
- f. Major repair and / or maintenance of vehicles are prohibited outside garages.
- g. Vehicles must not obstruct the mailboxes, fire hydrants or access to any utility.

9. Pets

- a. No animals, other than dogs, cats, birds, fish or animals reasonably considered by the Board to be household pets, shall be raised in any Unit. Pets must be kept in a manner which does not jeopardize the health, safety and welfare of the other Owners and Tenants.
- b. Pets must be leashed while on any Common area.
- c. No pet may be left unattended in the exterior Common areas, Limited Common areas and Atriums.
- d. Pet Owners must clean up after pets immediately after elimination of waste.
- e. No pet shall be allowed to create a nuisance or unreasonable disturbance.

- f. The Owner is responsible of the actions of pets of anyone residing in or visiting his/her Unit and the costs of repairing or remedying any damage caused by a pet shall be assessed to the Owner responsible.
- g. Breeding for commercial purposes is prohibited.
- h. Any pet found to be an immediate threat to the health and safety of the community can be ordered to be removed from the Property, at the sole discretion of the Board, upon three (3) days notice by the Board to the Owner.

10. Resale of Unit and/or Transfer of Unit Ownership

- a. The current Owner of record shall notify the managing agent within ten (10) days of placing their Unit for sale and within three (3) days of signing a sales contract and provide a copy of the first page of the sales contract to the managing agent. The contract will be submitted to the Board to vote on waiving of the first right of refusal.
- b. Once the Association has waived its right of first refusal, the Managing Agent shall provide the Owner a statement of his/her account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner for a reasonable fee.
- c. As required by Section 22.1 of the Act, the Association shall also provide specific Association documentation and financial information to any Owner who requests it. This information shall be provided: 1) when requested in writing by the Owner of his/her agents, and 2) within thirty (30) days of request.
- d. The Board retains the right to provide information on a compiled basis to protect the confidentiality of certain Owner information. An Owner always has the right to review information the Association holds on their specific Unit, but not confidential information on other specific Unit(s) without Board approval. The Association will charge a reasonable fee for the cost of this service. However, in the event a request is made which requires this information to be provided in less than the thirty (30) day period provided by statute, the Association may charge the Owner an additional fee.
- e. All Owners must supply the name and address of their mortgage holder and insurance company, so that the Association can maintain an accurate list of title holders and mortgagees, In the event of a refinance of a mortgage or establishing an equity credit loan or line, the new information must also be supplied.
- f. The Owner (seller) is responsible for providing the new Owner with a copy of the Declaration, By-Laws, Rules and Regulations and any Amendments to the documents. In the event the Owner (seller) does not supply the documents, the Association will supply them, upon request, for a reasonable fee.
- g. If the Unit is purchased and will be rented or leased see Number 6 of these Rules and Regulations ("Leases, Tenants and Non-Residents Owners").

11. Retention Pond

All Association street drains and storm sewers flow into the pond, therefore, no one is to dump or otherwise place anything into any street drain or sewer on the Association Property or directly into the retention pond. It is the Owner's responsibility to relay this information to guests and any contractors hired tie the Owner. Any damage caused by the dumping into any drain or directly into the retention pond shall be corrected by the Owner, and in the event the Owner fails to do so, by the Association with such cost assessed to the Owner.

12. Signs and Advertisements

- a. Commercial advertising or political signs are prohibited.
- b. Directional signs for open houses, garage sales and similar one-day events are permitted and may be installed no earlier than one hour before and must be removed no later than one hour after the time of the event.
- c. Directional signs may not be attached to the exteriors of any buildings, street poles, landscape items or other Property.
- d. "For Sale", "For Rent" or similar signs are prohibited.

13. Swimming Pool

- a. Please read and follow the Illinois Department of Public Health Swimming Pool Regulations posted both in and outside the Clubhouse.
- b. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR INDIVIDUALS IN THE POOL OR POOL AREAS.
- c. Ginger Brook Homeowners Association is not responsible for lost or damaged property.
- d. Swimming is allowed during the following Hours: sunrise to midnight, 7 days a week, weather permitting.
- e. Proper swim wear is required to utilize the pool. Cutoffs, jeans, thong bathing suits or other attire not in keeping with community standards or clothing not designed specifically as swim wear is prohibited.
- f. Persons under the age of 16 must be accompanied by a parent, guardian or other responsible person at least 16 years of age.
- g. Children who are not toilet trained must wear plastic or rubber tight fitting (legs & waist) swimwear.
- h. Children who cannot swim must have direct in-water supervision.
- i. Running, rough play or other inappropriate behavior or language is prohibited.

- j. Large pool floats / toys are prohibited when the pool is crowded.
- k. **All glass containers are prohibited.**
- l. Food, drink and furniture are prohibited inside the area of the painted stripe.
- m. Smoking is allowed ONLY in the picnic area.
- n. Any injury requiring professional medical attention must be reported the Managing Agent within 24 hours of the occurrence.
- o. Pets are prohibited in the pool and pool areas.
- p. Radios or other open speaker electronic devices must be kept at a low volume, so as not disturb other people at the pool or nearby residents.
- q. More than 10 people in your group constitute a Pool Party. Please refer to Rule 14, Swimming Pool Parties.

14. Swimming Pool Parties

- a. A "Request for Pool Party" form (Exhibit 6) must be filled out by the Owner hosting a party that consists of more than 10 (ten) guests and submit it to the Managing Agent at least 14 days prior to the party.
- b. Pool Parties are granted on a first come, first serve basis. Pool Parties will not be granted on Memorial Day, Independence Day, Labor Day, any scheduled Association party day or if another party request has been received.
- c. A \$100 security deposit must accompany the "Request for Pool Party" form.
- d. A lifeguard is recommended for all Pool Parties and the Managing Agent (630/530-1122) can assist in hiring a lifeguard, at the Owner's expense, from a contracted pool management company.
- e. The Owner is financially responsible for clean up, including repositioning the Furniture to its usual place and any damages incurred, which will be deducted from the security deposit. Any damage of clean up cost beyond the \$100 will be assessed to the Owner
- f. Parties are not totally private, other residents may use the pool.
- g. All pool rules and regulations must be adhered to.

15. Telecommunication Devices

- a. Homeowners contemplating installation of a satellite dish or other antenna shall notify the Management Company or the Board in order to arrange for a mutually acceptable installation plans.

- b. Consideration shall be given in all installations to reception of a clear signal, respect for neighbors and the aesthetic standards prevailing in The Manor Homes of Ginger Brook.
- c. No devices are to be attached to Common elements without prior Board approval.

16. Tennis

- a. Tennis courts are to be used only for the playing of tennis.
- b. Tennis shoes are the only shoes allowed on the tennis courts. No cross trainers or running shoes are allowed.
- c. Food is prohibited.
- d. Players should close and lock the gate whenever not in use.
- e. Use the "Raqueting" system to reserve an occupied court.
- f. After play, players must sweep and reline the court.

17. Trash and Recycling

- a. Trash and recycling should not be put out earlier than 6:00 p.m. the day before trash pick up.
- b. Trash and recycling should be placed on the ends of the driveways, avoiding the streets.
- c. Trash and recycling containers should be removed as soon as possible after the pick up, but no later than midnight of the day of the pick up.
- d. Trash and recycling containers must be kept in the Units and are not allowed to be stored on the Common or Limited Common areas.
- e. If disposal of large appliances, carpeting, furniture, construction materials or any other unusual or large items is required, the waste removal company should be called to make special arrangements for pickup.
- f. Call the waste removal company if there are any further questions or concerns.

18. Window Treatments

- a. The exterior side of all draperies, curtains, blinds, shades etc. shall be white, off white or neutral in color.
- b. Temporary window covering are permitted for a period of thirty (30) days. These temporary coverings shall be neutral in color.
- c. Reflective window film applications are prohibited.

19. Fire Alarms & Knox Box

- a. Upon reasonable notice, the Unit Owner must allow access to the Unit for inspection and/or repair of the fire alarm system equipment.
- b. The Unit Owner must provide a working copy of all entrance door keys to the Fire Department which will be placed in the Knox Box by the Fire Department.
- c. Tampering with the alarm system, its components, or the Knox Boxes is prohibited.
- d. Any expense incurred in order to gain access to a Unit or as a result of tampering with the system is a Unit Owner expense and will be charged to the Unit Owner's account.
- e. Damage to the Unit resulting from forced entry by the Fire Department is the exclusive responsibility of the Unit Owner.