

# **INDIANWOODS TOWNHOMES CONDOMINIUM ASSOCIATION**

## **HOMEOWNERS AND TENANTS RULES AND REGULATIONS.**

As a townhome condominium association, **all** exterior walls, roofs and grounds are considered common areas. The association maintains these areas and **no changes or alterations are permitted** without prior written approval by the Board of Directors.

It is desirable that neighbors who share common grounds understand that rules are not intended as a restriction on any resident's rights, but rather as a guarantee of an equitable and necessarily measured right clearly limited by the rights of each and every other resident.

Homeowners and Tenants are responsible for their own proper conduct. It is their responsibility to understand and observe the rules and regulations.

For the purpose of these rules and regulations, "Homeowners" shall include the legal title holders of any condominium unit and his/her lessees or their immediate family members living on the premises.

No individuals shall commit any action which would interfere with the rights, health / welfare, comfort or convenience of others.

The cost of repairing any damage to common properties will be assessed against the individual responsible.

**The definition / interpretation of the Rules & Regulations will be at the discretion of the Board of Directors.**

Failures to comply with the guidelines will likely result in complaints from individual homeowner's to the Board of Directors or the Managing Agent. These complaints will be forwarded to the homeowner involved in the violation. If cooperation is not forthcoming, the owners may be assessed for the violation and/or the cost of repairing any damage.

### **MANAGEMENT**

Representatives of management may be contacted twenty-four hours a day, seven days a week by phoning 630-323-8810. Oak & Dale Properties, Inc. has business hours from 8:30 am to 5:00 p.m., Monday through Friday. After hours and emergency calls are answered by an answering service and referred immediately to Oak & Dale representatives.

Oak & Dale Properties  
211 W. Chicago Ave.  
Suite 10  
Hinsdale, IL 60521  
630-323-8810  
630-323-8910 (fax)

## **PETS**

1. All Village of Indian Head Park ordinances pertaining to pets shall be observed.
2. Pets are to be walked on a leash at all times.
3. Pets (dogs and cats) may not be let outdoors while owners stand inside or supervise from the sidewalk or front door.
4. Activity of pets which is destructive to the common elements is not allowed.
5. No pet shall be allowed to create a nuisance or unreasonable disturbance. Any pet causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors and the decision of the Board shall be final. This provision would only be used if the homeowner were found to have been guilty of more than two (2) violations of the Association's pet rules.
6. Pet owners are responsible for all damage caused to property within the boundaries of the common area by their pets. If the homeowner does not repair damage caused to property, the Association will repair the damage and charge it to the homeowner.

## **LANDSCAPING - COMMON ELEMENT:**

1. Additions or relocation of trees, shrubs or sod regardless of their condition shall require prior written approval of the Board of Directors.
2. Written approval by the Board of Directors will be required for new planting beds.
3. It shall be the responsibility of the homeowner to locate and avoid interference with underground utilities when landscaping. The costs of repair will be the responsibility of the owner.
4. The following restrictions apply if a unit owner chooses to plant his own flowers or foliage plants:
  - a. Annuals are not permitted prior to April 1 of each year.
  - b. Annuals are not permitted after October 31 of each year.
  - c. All dead plant material must be removed and properly disposed of in a timely manner.
  - d. Planting of decorative flowers and foliage plants shall not exceed 24 inches in mature height.
  - e. Enlargement of existing beds is not permitted.
  - f. Planting must not interfere with the landscape contractor's duties. The landscape contractor with the consensus of the Board of Directors and managing agent has the authority to remove the plantings without financial restitution to the unit owner.

7. **SIGNS AND ADVERTISEMENTS:**

- a. All signs, (For Sale, For Rent, Security, etc) and Advertisements are **prohibited** in all common areas.
- b. "Open House" signs may be displayed in front of the unit on the day of the open house, but must be removed prior to sunset of the same day.
- c. One For Sale sign (Max size 18" x 24" ) is permitted in the window.

8. **SEASONAL DECORATIONS:**

- a. Seasonal decorations in the common area will be permitted, subject to the discretion of the Board of Directors. Such decorations shall not damage the exterior surfaces of the building.
- b. Decorations will be the sole responsibility of the homeowner with said individual being responsible for removal and/or resultant damages.
- c. Exterior seasonal decorations and their hardware for installation shall be hung no sooner than **30** days prior to the holiday and must be removed no later than **20** days after the holiday.

9. **PATIOS, DECKS and FURNITURE:**

- a. Only lawn furniture, decorative plants and barbecue grills are to be kept on patios or decks. (Firewood will be allowed only in season.)
- b. No structures such as storage sheds, etc. may be kept or constructed on patios or decks.
- c. Flower boxes and hangars affixed to railings must be removed when not in use.
- d. Timely deck cleaning, sealing and staining costs are the responsibility of the homeowner. Decks are cleaned and sealed on a schedule established by the Board of Directors. Call the management company for the most up-to-date information.
- e. Hanging clothing, towels or other articles on or from decks is prohibited.
- f. Patios and/or decks may not be enclosed with screens or other materials.
- g. Nothing may be stored under decks.
- i. Any structural changes to decks or patios must have prior written approval from the Board of Directors and Village of Indian Head Park.
- j. Chairs and tables, when not in use, must be kept on the deck, patio or in the garage.

10. **GARBAGE DISPOSAL GUIDELINES:**

In response to requests from numerous homeowners, the following guidelines regarding garbage storage and pickup have been established. The purpose of these guidelines is for aesthetic reasons and to halt an increasing litter problem as well as prevent a potential rodent problem.

- a. Garbage pickup is each Friday morning. Garbage is to be placed at the curb no earlier than dusk on Thursday night, although it is preferable that it be placed outside on Friday morning.

**13. NOISE - DISTURBANCES:**

Unit owners are responsible for ensuring residents of his/her unit (including the unit owner) and/or guests do not create unusual noise or disturbances in or around the unit. This includes but is not limited to an individual's car, motorcycle, party, etc.

**14. WINDOW COVERINGS:**

All temporary type window coverings must be replaced within 30 days and in no case may newspaper be used as window covering. All window coverings must be of a neutral color, such as white, off-white, light beige, gray, or black, from the outside. Window fans are permitted if they are not visible from the street.

**15. AWNING AND SUN ROOFS:**

No awnings, sun roofs, etc. of any type will be permitted on the exterior of any unit.

**16. FENCING:**

There is a village ordinance prohibiting fencing. All landscaping areas are considered common element. Homeowners may not enclose any portion of common ground with a fence or other boundaries.

**17. ELECTRONIC BUG LIGHTS**

Electronic bug lights are not permitted.

**18. YARD AREAS:**

No permanent playground equipment, picnic tables, or sandboxes are allowed in the common areas. Lawn chairs and barbecue grills must be returned to the patio or deck when not in use. Kiddie pools must be emptied and removed before nightfall. Bicycles, snowmobiles and motorcycles may not be ridden on the lawns for any reason.

**19. UNACCEPTABLE EXTERIOR MODIFICATIONS**

Unit Owners shall not cause or permit anything to be placed on the outside walls of the building without prior consent of the Board of Directors.

The following is a **partial** list of unacceptable exterior modifications:

- Window air conditioning units
- Permanent or temporary basketball hoops / backboards
- Fences or trellis
- Any permanent or temporary exterior building.
- Playground equipment
- Dog Stakes
- Dog houses
- Clotheslines

**26. GENERAL PARKING AND VEHICLES RULES AND REGULATIONS:**

- a. Permitted Vehicles:
  - 1. Passenger type automobiles having no more than five entry doors specifically excluding limousines or hearses used for personal purposes.
  - 2. Lightweight recreational motor vehicles, and small trucks, excluding campers, provided, however that the lightweight recreational vehicles shall have a "B" or other passenger license plate, shall have no more than four wheels, shall have a curb weight of less than eight thousand pounds, shall have an overall length of less than twenty feet, and shall have an overall width of less than seven feet.
  - 3. Motor bikes and motorcycles that are registered and licensed to ridden on Illinois roads and highways.
  - 4. Non-permitted Vehicles:  
No commercial vehicles, snowmobiles, dirt track bikes, vehicles with service racks, business printing, or any other unlicensed motor vehicles may be parked in Indian Woods.
- b. Use of the streets and parking pads for storage of motor vehicles is prohibited.
- c. No permitted vehicles shall be parked, maintained or stored so as to obstruct passage of other permitted vehicles or emergency vehicles on Association streets. All vehicles shall be parked within the designated parking areas.
- d. Parking, maintenance or storage of non-permitted vehicles, on any portion or portions of the common elements, including streets and parking pads, is expressly prohibited, except that commercial vehicles may park on permitted areas for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a unit owner of the Association.
- e. Within twenty-four (24) hours of an accumulation of two (2) inches or more of snow, all vehicles must be moved to a cleared parking area.
- f. The Association without notice to the owner of said vehicle and at the vehicle owner's expense may remove any vehicle that is abandoned.
- g. The Association or its agent, when apprized of a possible violation of any of the above noted rules, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any action in addition to removal of the vehicle for the reasons and under the circumstances noted above.
- h. Upon receipt of notice of violation, a unit owner must follow the procedures set forth in the enforcement policy.
- i. Any vehicle that is not parked within the marked boundaries may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.
- j. Streets and Driveways
  - 1. No boats, trailer, house trailer, commercial trucks, motorcycle or motorized recreational vehicle shall be stored permanently or temporarily in open view of the property, except that of the conventional passenger vehicles of the owners, their tenants and guests shall be permitted to be parked on the owner's respective driveway easement.

## **RULES AND REGULATIONS - ENFORCEMENT PROCEDURE**

1. A unit owner, by his conduct or that of his lessee, guest, visitor, or occupant of the unit, charged with a violation of the Declaration, By-Laws, Rules and Regulations shall be sent a NOTICE OF VIOLATION. Said notice may be initiated at the discretion of the Managing Agent or upon the managing agent's receipt of a WRITTEN, SIGNED, COMPLAINT from a Unit Owner.
2. Following the 15-day notice period, if the unit owner fails to correct the violation, or repeats the violation, he shall be subject to a Board hearing and possible fine not to exceed \$100.00 per month, for each separate or repeated violation.
3. A unit owner may contest the notice of violation by filing with the Managing Agent a written request for hearing; and by appearing before the Board of Directors to present testimony and show cause as to why the unit owner was not in violation or should not be fined. A failure on the part of a unit owner to submit a written request for a hearing within 15 days of the date of the notice of violation will be deemed by the Board as a waiver of said right to a hearing, and, the Board will proceed to make its determination based upon the evidence and testimony before it. Therefore, the Board of Directors shall issue a notice of Determination (Exhibit "B") declaring its decision which shall be final and binding upon the unit owner.
4. A unit owner, if fined, shall have 10 days to pay said fine, and failure to do so within the time allotted shall result in the Managing Agent charging said fine amount to that unit owner's assessment account. A unit owner shall be liable for and pay all costs, including reasonable attorney's fees, incurred by the association in collecting all monies due as a result of the violation.
5. The Board of Directors notwithstanding the above, may exercise any remedies as may be provided in the Illinois Condominium Property Act, the Declaration, By-Laws or Rules and Regulations of the Association.

The Board of Directors  
Indian Woods TownHomes  
Condominium Association

**NOTICE OF VIOLATION**

**Exhibit "A"**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE BE INFORMED** that you are charged with violating (ARTICLE, SECTION, or RULE)

\_\_\_\_\_ of the INDIAN WOODS TOWNHOMES CONDOMINIUM ASSOCIATION Declaration, By-Laws, or Rules and Regulations.

The violation or conduct complained of occurred on or about \_\_\_\_\_ and is described as follows:

Please review the enforcement procedure attached. If you fail to either correct the alleged violation, or submit a written request for a HEARING, within 15 days of the date of this NOTICE OF VIOLATION, you will be subject to a DETERMINATION HEARING in absentia and a possible fine not to exceed \$100.00 per month, for each separate or repeated violation, plus court costs and charges in connection with enforcement and collection of said fine. Any such charges may be assessed to your regular monthly assessment account.

INDIAN WOODS TOWNHOMES CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_  
Managing Agent

**NOTICE OF DETERMINATION BY THE BOARD OF DIRECTORS**

**Exhibit "B"**

To: \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_. You were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association.

Pursuant to the Association Rules, a hearing was held regarding the above noted complaint. The Board of Directors, after considering the complaint, has taken the following action (s):

( ) The Board of Directors has determined that a violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred. Accordingly, costs and expenses of \$ \_\_\_\_\_ have been assessed against your unit.

( ) The Board of Directors has determined that a second or subsequent violation has occurred. We have also elected to ( waive / exercise ) our right to instruct our attorney to inform you that legal proceedings will be instituted if further violations occur.

( ) As a result of a second or subsequent violation, legal fees in the amount of \$ \_\_\_\_\_ have been incurred by the Association, and pursuant to provisions in the Declaration, these expenses have been assessed against your unit.

( ) The costs, has determined by the Board of Directors, for the repair of damage to Common Elements is \$ \_\_\_\_\_. These expenses have been assessed against your unit.

( ) The Board of Directors has determined that no violation has occurred.

INDIAN WOODS TOWNHOMES  
CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_