

Springbrook Townhome Association, Inc

Rules and Regulations

Preamble

These Rules and Regulations have been adopted with the intent of providing the residents of Springbrook Townhome Association with a practical plan for the day to day living in Springbrook. Its goal is to maintain the property as a first-class Association and to provide the residents with specific information that will be reviewed on an on going basis by the Board of Directors.

A successful Townhome Association is a community of owners who share pride of home ownership. It is a community that does not, nor cannot tolerate individual actions that will deter that pride.

However, the Board is not a police department and in order to have effective Rules and Regulations, requires the cooperation of all of the residents of the Association.

Due to the privilege extended to owners to rent their property in accordance with the declaration concerning these actions, it should be understood that these Rules and Regulations are binding on all owners as well as tenants.

These rules cannot be enforced unless the board, through its managing agent, is notified of rule infractions by the people that witness them. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

These Rules and Regulations shall be effective upon adoption by the Board.

Adopted March 19, 2007

Respectfully submitted

The Board of Directors

Springbrook Townhome Association, Inc

Springbrook Townhome Association  
Rules and Regulations  
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Table of Contents		page
Section I.	Introduction .....	3
Section II.	Definitions.....	4
Section III.	Enforcement .....	5
Section IV.	Assessments .....	8
Section V.	Parking, Garages, and Driveways.....	8
Section VI.	Restriction on Property Use .....	10
Section VII.	Rentals.....	11
Section VIII.	Pets.....	12
Section IX.	Alterations, Plantings, and Aesthetics.....	13
Section X.	Exterior Decorations .....	14
Section XI.	Signs and Advertisements .....	14
Section XII.	Noise and Offensive Activity .....	14
Section XIII.	Use of Common Areas .....	15
Section XIV.	Transfer of Ownership .....	15
Appendix		
	Forms .....	16
	Village of Oswego Ordinances	

## **SECTION I – INTRODUCTION**

### **1.1 Need**

In a community such as the Springbrook Townhome Association, the close proximity of residents and the responsibilities that accompany shared ownership requires that basic rules of conduct and methods of enforcement be established for the purpose of creating an environment that will allow each resident the opportunity to develop a “Pride of Ownership” while maintaining the property values. Each owner/resident contributes to the value of the community by following the established rules and gently encouraging others to follow their lead. This creates a community in which each resident can live peaceably, enjoy their home, and share it with friends and family.

### **1.2 Scope**

The rules stated herein will address the following areas

- A. Good Neighbor conduct
- B. Use of common Areas
- C. Architectural, decorating and landscape integrity
- D. Enforcement procedure

These rules apply to unit owner, their guests and / or tenants. All fines and correspondence will be directed to the unit owner not the individual.

### **1.3 Basis**

Illinois law permits owner associations to establish reasonable rules of conduct for their members. This right is embodied in The Declaration of Covenants, Conditions and Restrictions for The Springbrook Townhome Association, Inc. The Association may also adopt enforcement procedures, including the levying of reasonable fines.

The following rules are restatements of sections of the Declaration and By-Laws. They are stated here for the purpose of simplified language, expansion and determination of offense levels. These rules shall always defer to the Declaration and By-Laws should there be any conflict in interpretation.

These Rules and Regulations are binding on all units Owners, Residents, their families and guests as provided under the Declaration and Covenants.

### **1.4 Owners**

The success of these rules in accomplishing their objectives is directly dependent on the willingness of individual owners to participate in their formulation and their enforcement. This is your Association and these are your rules. *The quality of our life and the value of our homes are at stake in this matter.*

## **SECTION II - DEFINITIONS**

For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

**Alteration** - A change; modification to a building or common element.

**Assessment** - Monthly Fee amount payable to Springbrook Townhome Association per the current budget.

**Association** - The Springbrook Townhome Association, referred to as the Townhome Association.

**Board** - The Board of Directors of the Townhome Association selected as per the Declaration of Covenants, Conditions, and Restrictions.

**By-Laws** - The By-Laws of the Springbrook Townhome Association.

**City** - The Village of Oswego

**Common Properties and Common Area** - All portions of the Townhouse Property including, without limitation, the Facilities, except the Dwelling Lots and such areas designated.

**Declaration** - The Declaration of Covenants, Conditions and Restrictions for The Springbrook Townhome Association, Inc and the instrument by which the property is submitted to the provisions of this act and such declaration as from time to time amended.

**Dwelling Lot** – Shall mean and refer to a platted lot designated upon the Plat of Subdivision for the Property upon which Lot a Townhouse Unit is constructed.

**Facilities** – A portion of the Townhome Property which is defined and described on the Plat of Subdivision as (i) The Stormwater Detention Facilities (ii) all landscape monuments, signage, markings or similar installations in, upon over and under the Common Properties or other areas as may appear more fully on the Plat (iii) the median island designates as Outlot “G” on the Plat (iv) the bicycle path located within the area designated as Outlot “C” on the Plat

**Management Company** – The Management Company hired by the Board of Directors to oversee the day-to-day duties of the Townhome Association

**Owner** – A Record Owner, whether one or more persons, of fee simple title to any Dwelling Unit and/or underlying lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Plat** – That certain plat of subdivision known as Springbrook at Farmington Lakes - Unit I dated May 24, 2002, with final revision date of May 16, 2003, prepared by CEMCON, Ltd and recorded in Kendall County, Illinois on May 16, 2003 as Document Number 200300016564. Unit II dated January 15, 2004, prepared by CEMCON, Ltd and recorded in Kendall County, Illinois on January 15, 2004 as Document Number 200400001297. Unit III dated January 15, 2004, prepared by CEMCON, Ltd and recorded in Kendall County, Illinois on January 15, 2004 as Document Number 200400001299.

**Resident** – An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of such owner, tenant, or contract purchaser.

**Stormwater Detention Facilities** – All on-site facilities, improvements, and retention and detentions areas, drainage swales and all areas necessary for the management of storm water and the uninterrupted flow of water from the Townhome Property in, upon, over, and under portions of the Common Properties, including, without limitation, Outlots C and D as designated on the Plat), established pursuant to final engineering plans as approved by the Village.

**Townhouse Unit** - A Single residential housing unit constructed on the Townhome Property consisting of a group of rooms that are designated or intended for the exclusive use as living quarters

### **SECTION III - ENFORCEMENT**

The Association is responsible for enforcing Rules and Regulations and may do so, if necessary, through legal action.

#### 3.1 **COMPLAINTS**

- A. Any complaint which alleges a violation of the Declaration, By-Laws or Rules & Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A-1.
- B. At a minimum, the complaint shall set forth:
  - 1) The date, name, address and phone number of the complaining witness
  - 2) The Unit Owner's name, Unit number or address of the Unit where owner or other person complained of resides
  - 3) The specific details or description of the violation, including the date, time and location where the violation occurred
  - 4) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary
  - 5) The signature and address of the complaining witness and the date on which the complaint is made

#### 3.2 **NOTICE OF COMPLAINT**

- A. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the association or its duly authorized agents. The notification shall be in a manner prescribed by the board in a form similar to that which is attached hereto as Exhibit A-2 (hereafter "Notice of Violation").
- B. In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.
- C. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

3.3 SERVICE OF NOTICE.

Time is of the essence of this policy. Notices are deemed served either:

- A. By personal delivery at the time of delivery; or
- B. By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail – return receipt requested, postage prepaid, to the Owner at the Unit address, or to such other address as the Owner shall have previously filed with the Board of Directors, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

3.4 HEARINGS.

If any Owner charged with a violation of fine either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

- A. Within fourteen (14) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form (attached Exhibit A-3), which is attached to the Notice of Violation, and by returning it to the Board or Property Manager.
- B. If a request for a hearing is filed, a hearing date will then be provided for the Board of Directors, Property Manager and homeowner to discuss the violation.
- C. At any such hearing, the Board or Directors shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board of Directors shall issue its determination regarding the alleged violation. The decision of the Board or Directors shall be made by majority vote, whose decision shall be final and binding on the Owners and the Association.
- D. Payment of any violations assessments, fines, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board of Directors has completed its determination. Notification of the Board of Director's determination shall be made in a form similar to that which is attached hereto as Exhibit A-4.

3.5 FAILURE TO REQUEST A HEARING.

If no request for a hearing is filed within fourteen (14) days after the Notice of violation has been served on the Owner pursuant to the provisions herein, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

any such determination using the same form and in the same manner as if a hearing had been conducted by the Board of Directors.

3.6 FINES.

- A. If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules & Regulations, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred..
- B. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents and be fined the amount set forth in these Rules and Regulations which amount shall be added to and deemed a part of the next monthly assessment for the Owner in violation.
- C. If, after sixty (60) days, the violation is not cured, the fine will go to an additional Twenty-Five and No/100 dollars (\$25.00) per day until the violation is corrected. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
- D. In the event any violation has resulted in damage to any Common Area, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given one (1) Notice of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the first violation, or by special arrangement approved by the majority of the Board of Directors, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.

In order to encourage Unit Owners to correct violations at their own time and expense, in addition to the foregoing assessment the Unit Owner will be responsible for compensating the Association for any additional expenses accrued due to the necessity to intervene, such as but not limited to, administrative expenses involved in obtaining and supervising any such correction.

- E. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder including fines, fees, late charges, and reasonable attorney's fees, shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

3.7 NON-PAYMENT.

In the event of nonpayment, the Association may initiate several courses of action to effect payment including placing a lien against the nonpaying unit. The unit owner shall be responsible for all costs of collection for the payment of assessments, fines, and fees including but not limited to court costs and attorney's fees.

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

3.8 OTHER REMEDIES.

The remedies hereunder are not exclusive, and the Board of Directors may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association. All legal expenses, including attorney's fees, and costs incurred will be assessed to the Unit Owner's account.

SECTION IV - ASSESSMENTS

- 4.1 All Assessments are due on the first of each month and are considered late after the twentieth (20) day.
- 4.2 Assessments not paid in full by the 20th day of the month in which they are due, shall be subject to a late fee of \$25.00 each month.
- 4.3 Assessments over 60 days past due shall be referred to legal counsel as a matter of course. All late fees, costs, interest, fines and fees charged by counsel for collection shall be added to the assessment balance of the owner.
- 4.4 In accordance with the Declaration and governing documents. The Board reserves the right to place a lien against any unit over 60 days in arrears and to institute an action for "forcible entry and detainer" (eviction).

SECTION V - PARKING.GARAGES. AND DRIVEWAYS

5.1 Parking

- A. Vehicles shall be parked only in the units' garage or in the driveway immediately in front of the garage door. Commercial vehicles, tractors, trucks, vehicles higher than Class "B", trailers, campers, camper trailers, boats, other watercraft, boat trailers and other trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than 24 hours in preparation for use or routine maintenance. In no case may any vehicle be used as living quarters within the Association.

No RV's, boats, trailers, horse trailers, buses, or snowmobiles are allowed to be parked anywhere on the common property. No trucks larger than a Class "D" are allowed anywhere on the property unless approved in advance by the Board (Exception Moving trucks and RV's may be parked for up to 24 hours for loading or unloading on your drive or guest parking. At no time are these vehicles to be parked on any lawn area, across a sidewalk, or blocking other residents.).

- B. All vehicles parked on The Springbrook Townhome Association property must be properly licensed and registered and in operable condition.
- C. Vehicles registered to your place of employment, your business, to another address or vehicles displaying advertising plaque or signage, must advise the Management Company by completing exhibit "C-1" and supply proof of insurance, a copy of the current vehicle registration, a copy of your driver's license, and the name, address, and contact information for the legal owner.

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

- D. Abandoned vehicles - A vehicle will be considered abandoned if the acts of the owner or the condition of the vehicle indicate that it has been abandoned, or, if any of the following conditions exist:
1. It does not have a current, valid license plate;
  2. It is in a state of disrepair which renders it incapable of being driven in its present condition;
  3. It has not been used or moved for 7 consecutive days, making it appear to have been deserted. Notify the Property manager of extended vacations or business trips, etc.
- E. No vehicle maintenance is allowed for any reason in public streets. All general maintenance of vehicles shall be done in the owner's immediate driveway or garage. Vehicles being serviced may not be left overnight on jacks, or with out wheels. Any oil or solvent spills must be cleaned up immediately and the blacktop kept in unstained condition. Any additional processes required to seal coat and protect the surface due to carelessness or neglect on the part of a Unit resident will be charged back to the Unit Owner
- F. Residents are to park immediately in front of their garages, not blocking the sidewalk, or along the common element driveways. If there is a legitimate need for residents using guest parking, the board president must be notified indicating the reason and the extent of guest parking use.
- G. Residents may allow guests to park immediately in front of their garage or in Guest Parking closest to their Townhouse Unit while visiting in their unit. Should a guest vehicle be expected to be parked in Guest Parking longer than 48 hours, please notify the Board via e-mail or through the Manager Agent.
- H. Violations of any provision of Section 5.1 shall constitute an offence; and if a violation continues, unabated, for 24 hours, the vehicle may be towed, pursuant to the following, at the owner's expenses:
1. In order to insure that potential violators have notice of the fact that their vehicles may be towed and, in accordance with the spirit of the law as set forth in 625 ILCS 5/18 a-100 et seq., of the Illinois Motor Vehicle Code, the Board, or its duly authorized agents, shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these Rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to insure that no breach of the peace will occur.
  2. Vehicles will be tagged with a bright orange "TOW" sticker 24 hours prior to actual towing. This will allow an additional 24 hour period for the owner to rectify the parking violation. If your car is tagged for towing, do not remove the sticker and leave the car in violation, call the property manager regarding the violation.
  3. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these Rules.

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

4. The Board may enter an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.
- I. Violations of the rules in Section 5.1 carry a fine of \$50.00 per violation with repeat offence fines at \$100.00

5.2 **Garages**

- A. Garages shall be used primarily for storage of vehicles and other items,
- B. Nothing shall be stored in any garage that might create a danger of fire or explosion or that might create harmful fumes.
- C. No basketball backboards or other sports equipment shall be stored on the drive, parking area or other common areas. All sports equipment is to be stored in the garage when not in use.
- D. Violations of the rules in Section 5.2 carry a fine of \$25.00 per violation with repeat offence fines at \$50.00

**SECTION VI - RESTRICTIONS ON PROPERTY USE**

- 6.1 No permanent obstruction or impediment to access may be constructed on the common areas.(i.e. Fence, trellis, etc.)
- 6.2 No hazardous materials or waste may be stored on the property
- 6.3 No activity may be conducted on any lot or common area that is annoying or offensive to other residents
- 6.4 The Lots shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof. No Owner's or other resident's use of a Lot may endanger the health or disturb the reasonable use and enjoyment of any other Owner or resident, except that this Section shall not be construed in such a manner as to prohibit an Owner from: (a) Maintaining his or her personal professional library therein; (b) Keeping his or her personal, business or professional records or accounts therein; or (c) Handling his or her personal, business or professional telephone calls or correspondence there from. Provided that such business activities are in accordance with all applicable laws, regulations and ordinances and do not include personal visits to the Property from business employees, invitees or guests.
- 6.5 Residents may not inflict damage to party walls. If damage is inflicted, repairs must be made promptly, and paid for by the owner of the offending unit. If it becomes necessary for the Association to make these repairs, the full charge of repair plus administration cost will be charged back to the offending unit owner.
- 6.6 No unlicensed motorized bike or skateboard riding is allowed on the property for any reason. The rider's name and address must be obtained in order to file a "Violation Report".

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

- 6.7 No permanent pools, playground equipment, i.e.: slides, swings, and sandboxes are allowed on the common areas. All toys, wading pools, and recreation equipment, etc. shall be removed from the common areas by sunset each day. All lawn furniture and grills must be returned to the owner's patio or garage when not in use.
- 6.8 Bicycles, wagons, sleds, tricycles, big wheels and any other wheeled conveyances shall not be parked or stored on the common elements or porches. These items are to be neatly stored on the Townhouse Unit's patio or in the unit's garage.
- 6.9 All patios must be kept neat clean and free of debris. Patios shall not be used as a storage area, except for seasonal lawn furniture, grilling equipment, or outside toys. Only lawn furniture, grills, and toys that are in usable/operational condition may be stored on patios. No items may be stored in yards or common areas.
- 6.10 Hoses may be left stored in yards when stored on a storage rack made for the use of storing hoses, otherwise hoses shall not be left on the ground or placed on the common areas
- 6.11 Owners will be responsible to replace all landscaping damaged by themselves, their pets, or their guests at the unit owner's expense. These repairs will be made by the Association and payment for these repairs should be made within 21 days of notification by the Board or Manager Agent.
- 6.12 Pond areas are "off-limits" and are not to be violated in any-way. There is NO swimming, fishing, or wading allowed in the ponds or skating on the ponds when iced over. If you feed the wildlife, please check with the Board or Management for list of suggested materials that will be supplied by the pond maintenance contractor.
- 6.13 No dumping or otherwise placing of any solvent, oil, soap, hazardous or non-natural substance into any drain or ponds.
- 6.14 Per FCC guidelines, a dish antenna that is no larger than 18" or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on the Owners' exclusive use private property with prior approval of the Association. In no case may satellite dishes be installed on or extending over common property without prior approval. In all cases, the dish shall be placed in a location as unobtrusive as possible. Only one dish per Townhouse Unit is allowed.
- 6.15 Violations in Section except for Section 6.13 carry a fine of \$50.00 per offence. Repeat offences carry a fine of \$100.00. Violations to Section 6.13 is deemed a major violation and carries a fine of \$100.00 and repeat offences carry a fine of \$200.00.

SECTION VII - RENTALS

- 7.1 No dwelling units shall be leased for less than 6 months. Unit owners shall not rent or lease their unit without a written lease, a signed copy of which must be provided and approved prior to commencement of the lease term, to the Association through its managing agent.

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

- 7.2 All lease or rental agreements shall clearly state that the lessee is bound by the Declaration, By-laws and Rules and Regulations of The Springbrook Townhome Association, and that the owner is responsible for paying ALL fines related to the misconduct of their tenants.
- 7.3 Each Unit Owner shall be responsible for providing his or her Tenants with copies of the Declaration, By-laws and Rules and Regulations.
- 7.4 The Lessee shall have no voting privileges in the Association and shall have no vested rights in the Association or the Common Elements with the exception of the use thereof to the extent granted to the Owner and except the right to use the space conveyed by the lease as provided for by the terms recited therein.
- 7.5 Violations of the rules in Section 7 carry a fine of \$100.00 per violation with repeat offence fines at \$200.00

**SECTION VIII - PETS**

- 8.3 No animal may be kept on or in any unit for commercial purposes.
- 8.4 A maximum of two common household pets may be kept so long as they are in compliance with local ordinances.
- 8.5 Pets outdoors must be on a leash and under the supervision of the owner or a responsible person at all times. Allowing pets to roam outdoors is prohibited. Pets must be attended at all times when outside the Townhouse Unit. No pet shall be leashed or tied to any object in or on the common areas. (i.e. - stakes, pillars or railings) In furtherance of the Association's leash rule stated herein, electronic fence devices shall not be permitted on or about the common areas.
- 8.6 Pets outdoors shall have their waste removed immediately after deposit, by the pet's owner, and the waste placed in a bag and shall be disposed of in the owner's garbage (not left in the grass, on the sidewalk, or thrown by or in the detention ponds).
- 8.7 A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his/her unit.
- 8.8 The cost of repairing any damage caused by a pet shall be assessed to the Unit Owner.
- 8.9 A Unit owner with dog waste left in the yard is responsible for making sure that the waste is removed promptly. If the waste does not belong to a pet residing at your unit, keep your eyes open and advise the Managing agent of the resident responsible for not complying with the rules and regulations. That pet owner will be notified of the violation and advised to change their behavior. (To file a complaint, please complete Exhibit A-1 in the appendix of this document and fax to the Managing Agent.)
- 8.10 Owners who are repeat offenders or owners of animals deemed a nuisance by the Board of Directors may be ordered to remove them from the property.
- 8.11 Failure to abide by the rules of Section 8 shall constitute a violation which carries a fine of \$50.00 and each repeat violation a fine of \$100.00 thereafter.

SECTION IX - ALTERATIONS. PLANTINGS. AND AESTHETICS

- 9.1 No alterations or replacements may be made to the exterior of a building including, but not limited to, doors, overhead garage doors, windows, patios, lights, and the grounds. There will be no painting or replacement of doors, overhead garage doors and windows, or addition of storm doors without the written consent of the Board. ALL approvals must be accompanied with the building permit (if necessary), full description of the item installed and the certificate of insurance from the installer and approvals on file before work begins. No approval on file constitutes a violation and the work will cease until all approvals are in order.
- 9.2 Unit owners are responsible for keeping patios clean and free of clutter. Patios may not be enclosed or altered in any way.
- 9.3 No permanent plantings may be made without the prior written approval of the Board. Requests should be submitted to the Board and approvals in hand before the planting begins. The replacement of existing plantings with similar size and species may be allowed following the submission of a written plan to the Board of Directors and the approval thereof. Each owner will be responsible for the care of such plantings. Should these plantings be improperly maintained and it is deemed that replacement of the plantings is necessary, the homeowner will be responsible for the complete cost of restoration of this area.
- 9.4 Owners shall not dig, remove, or alter anything in common planted areas. Violations may result in restoration charges to the owner.
- 9.5 Patios and porches shall not be used as a storage area. Only patio furniture and seasonal associated items may remain on the patio or porch. Patio furniture shall be of the outdoor type only. No items shall be installed permanently.
- 9.6 Clothing and similar items shall not be hung from windows or other exterior surfaces, including railings or posts.
- 9.7 No window air conditioning units may be installed. No exterior window covering will be allowed.
- 9.8 Garbage shall be deposited in a proper container and may not be stored outside. Garbage and recycling must be contained in bags even if in a can and not be left to blow about the community. Recycling products are to be placed in bags and then put in the recycling container not thrown loose in containers. All waste containers shall be placed at the curbside no earlier than 7:00 p.m. on the night prior to the scheduled pick up day, and returned to the owners unit by 7:00 pm on the day of collection. Garbage not properly contained or garbage containers not returned to the garage in a timely manor, will be considered a violation and the unit owner notified of this violation.
- 9.9 Landscape stepping stones may be placed only in established plant or flower beds and should not hinder plant or flower growth. Stones of any kind, including landscape stepping stones, are not permitted in the grass areas.
- 9.10 No edgings or borders of any kind shall be placed in or around tree, plant or flower beds

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

- 9.11 Solar Malibu lights may be displayed but must be 6 inches inside the parameter of the flower bed. The landscape contractor is not responsible for these in the mowing process or in the bed maintenance. If you do put Malibu lights in your flower bed, you do so at your own risk. There is to be no permanent hard wired landscape lights installed.
- 9.12 Failure to abide by the rules of Section 9 shall constitute a violation which carries a fine of \$50.00 and each repeat violation a fine of \$100.00 thereafter.

SECTION X - EXTERIOR DECORATIONS

- 10.1 Any installation of decorations shall not damage the exterior surfaces of the building. Nothing is to be attached to the siding including, but not limited to, wreaths, plaques, hose mountings and electronic or battery run devices.
- 10.2 All decorations shall only be placed on limited common elements or on the bushes immediately adjacent to the owners' unit. No decorations, bird feeders, bird houses, flags, windsocks, or any other foreign object is to be hung in or on any of the trees.
- 10.3 Exterior seasonal and or religions decorations may be displayed 30 days prior to the holiday and must be removed and stored away within 30 days after the holiday. No Helium decorations are to be used in any display.
- 10.4 Each unit owner will be responsible for the maintenance of the items displayed on the limited common elements of the property. This would include, but is not limited to, bird feeders, birdbaths, birdhouses, fountains, statues, welcome signs, plant stands or other decorative items such as driftwood or large decorative stones or rocks. If in doubt about your display, please consult the board for approval.
- 10.5 Failure to abide by the rules of Section 10 shall constitute a violation which carries a fine of \$50.00 and each repeat violation a fine of \$100.00 thereafter.

SECTION XI- SIGNS AND ADVERTISEMENTS

- 11.1 No "For Rent" signs are allowed anywhere within the Townhome Property.
- 11.2 One "For Sale" sign, no larger than 24" X 30", may be displayed in the unit front window only.
- 11.3 Open house signs may be put up the morning of the open house and must be removed at the end of that day. No other window signs may be displayed.
- 11.4 Garage sale signs placed on any common property may only be placed the day of the sale and must be removed at the end of that day.
- 11.5 Failure to abide by the rules of Section 11 shall constitute a violation which carries a fine of \$100.00 and each repeat violation a fine of \$200.00 thereafter.

SECTION XII - NOISE AND OFFENSIVE ACTIVITY

- 12.1 Loud sound equipment, televisions, loud vehicle audio equipment, loud vehicle mufflers, disturbing behavior, or unattended car alarms constitute a violation when they bring a complaint. (See city ordinance attached)
- 12.2 Failure to abide by the rules of Section 12 shall constitute a violation which carries a fine of \$100.00 and each repeat violation a fine of \$200.00 thereafter.
- 12.3 Complaints from more than two neighbors shall constitute a major offense and carry a

Springbrook Townhome Association  
Rules and Regulations  
Adopted March 19, 2007

fine of \$200.00. Constant violation of paragraph 12.1 may result in action to evict the resident as set forth in 4.4.

SECTION XIII - USE OF COMMON AREAS

- 13.1 Unit owners are responsible for the conduct of all their tenant residents, children, pets, and guests, including costs of damage to property.
- 13.2 No owner, tenant resident, child, pet, or guests shall be permitted to annoy owners or occupants of other units.
- 13.3 In accordance with the By-Laws, any action by the Board of Directors necessary to return any portion of the common area to its former state as a result of owner activity or neglect, will be done at the cost to the homeowner. (In the event of a sale of the unit, the liability for the restoration of the common area runs with the land.)
- 13.4 No item may be installed or encroached on common area property. This includes, without limitation, signs, decks, fences, landscaping lawn decorations, bird feeders, bird baths, and walkways.
- 13.5 Failure to abide by the rules of Section 13 shall constitute a violation which carry a fine of \$50.00 and each repeat violation a fine of \$100.00 thereafter.

SECTION XIV - TRANSFER OF OWNERSHIP

- 14.1 It is required that when selling a Unit, the present Owner must supply the new Owner (buyer) with copies of The Declaration of Covenants, Conditions and Restrictions for The Springbrook Townhome Association, Inc and Rules and Regulations of the Association so that the buyer(s) are aware of the provisions contained therein. If the present Owner does not have these documents, they may be obtained for a fee of \$20.00 per copy from the Association or its Managing Agent.
- 14.2 It is required that when selling their Unit, the Present Owner(s) supply the Board of Directors and/or the Managing Agent with the names and addresses of the new Owners, as well as a forwarding address and telephone numbers for themselves.
- 14.3 Upon ten (10) days written notice to the Board (or its Managing Agent), a statement of account will be provided to the unit owner, setting forth the amount of any unpaid assessments and other charges due and owing from selling Owner. There will be an eighty dollar (\$80.00) charge for this service. In the event that the request is made which requires this information to be provided in less than two (2) days, the charge will be one hundred sixty dollars (\$160.00). For any additional forms or documents that either the buyer or the seller submit for completion there will be a fee of \$90.00 for the first page and \$50.00 for each additional page. Should there be less than 48 hours notice prior to the need to have this form completed, the charge will be double. No forms will be released until complete payment for the completion fee of these forms has been received. These fees are set by the management Company and not controlled by the Board of Directors.
- 14.4 Paragraph 14.3 may not be executed until written documentation is provided showing compliance with paragraph 14.1 and 14.2.

Exhibit A-1

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

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Witness's Name	Address	Unit No.	Phone No.
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Names, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

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Violator's Name	Address	Unit No.	Phone No.
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Name, Addresses, Unit # and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

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Violation Date	Time	Location
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Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness' Observations:

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Were any photographs or sound recordings made? Yes No By whom?

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Include all tapes of photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

\_\_\_\_\_, 20\_\_\_\_  
Signature Date Signed

EXHIBIT A-2  
NOTICE OF VIOLATION

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

SEND: CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Unit at \_\_\_\_\_, \_\_\_\_\_, Illinois that you are charged with a violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions which caused this complaint occurred on or about \_\_\_\_\_, 20\_\_\_\_, and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_

The Association is governed by the Declaration, By-Laws and various Rules and Regulations which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS WHICH HAS RESULTED IN DAMAGE TO ANY COMMON AREA OR HAS RESULTED IN ANY DAMAGE OR ANY UNAUTHORIZED CONDITION ON THE PROPERTY, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE A CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE, WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM OF \$100.00 WILL BE ADDED. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within fourteen (14) days of the date of this notice.

SPRINGBROOK TOWNHOME ASSOCIATION, INC

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

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

cc: Regular Mail

EXHIBIT A-3

REQUEST FOR A HEARING

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

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the SPRINGBROOK TOWNHOME ASSOCIATION, INC.

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Owners Printed Name

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Phone Date

Exhibit A-4

NOTICE OF DETERMINATION REGARDING VIOLATION

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

On \_\_\_\_\_, 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 at your request
- You have admitted to the violation by DEFAULT and waived you right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- You were found not guilty and no action will be taken.
- A \_\_\_\_\_ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules and Regulations has occurred and a fine in the amount of \$\_\_\_\_\_ is now due.
- Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have been incurred and are now due.
- Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

SPRINGBROOK TOWNHOME ASSOCIATION, INC

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

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

**EXHIBIT B-1**

**INDEMNIFICATION AGREEMENT/SATELLITE TRADES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ ("Owner") and SPRINGBROOK Townhome Association "Association").

**RECITALS**

WHEREAS, the Association is an Illinois Not-For-Profit Corporation, administered by its duly elected Board of Directors ("Board") in accordance with a certain Declaration of Covenants, Conditions and Restrictions ("Declaration"); and

WHEREAS, Owner is the owner of \_\_\_\_\_ in the Association and is subject to the provisions of the Declaration, By-Laws and Rules & Regulations; and

WHEREAS, under Section 207 of the Telecommunications Act of 1996 entitled "Restrictions on Over the Air Reception Devices", the Board has the right to adopt rules and regulations regarding the use, placement, color and shading of satellite dishes and antennas; and

WHEREAS, the Board has adopted rules and regulations which set forth certain requirements that an Owner must comply with prior to being permitted to install a satellite dish or antenna on the property; and

WHEREAS, an express condition to allowing the Owner to have a satellite dish or antenna, the Association requires the Owner to indemnify and hold it harmless for any damage to person or property arising out of the installation and use of the satellite dish or antenna.

NOW, THEREFORE, the parties agree as follows:

1. Owner shall indemnify and hold harmless the Association, all other Owners of the Association, its Board of Directors, and its designated agents from and against all claims, damages, losses, judgment, executions and expenses, including attorney's fees arising out of or resulting from the installation and/or use of a satellite dish or antenna.
2. Owner shall be responsible to maintain, repair and replace the portion of the property on which the satellite dish or antenna is installed. This includes repair/maintenance of the roof or the chimney.

SPRINGBROOK TOWNHOME ASSOCIATION, INC

By: \_\_\_\_\_  
Its President

Attest:

By: \_\_\_\_\_  
Its Secretary

**EXHIBIT C-1**

Notification of Vehicle registered to Off-Site Address

Name of responsible Resident: \_\_\_\_\_

Address of responsible Resident \_\_\_\_\_

Vehicle Description Make, Model, Color: \_\_\_\_\_

\_\_\_\_\_

License Number: \_\_\_\_\_

Registered to: Name, Address, Contact information with Phone Number:

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Please attach a copy of:

1. Current Vehicle Registration
2. Current Proof of Insurance
3. Resident's Drivers License