

# **VILLAGES OF WOODRIDGE CONDOMINIUM ASSOCIATION**

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## **RULES AND REGULATIONS**

**January 1, 2013**

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## **DECLARATIONS AND BY-LAWS vs. RULES AND REGULATIONS**

The Declarations of Condominium ownership, By-Laws as well as the Rules and Regulations have a common goal.

"To establish, for the benefit of all current and future Owners or occupants of property, certain easements, rights, privileges, and mutually beneficial restrictions and obligations with respect to the use and maintenance of the condominium;"

"To promote and protect the cooperative aspect of ownership and to facilitate proper administration of the condominium for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property."

These Rules and Regulations were written with this goal in mind. These Rules and Regulations in part or whole will be reviewed every five (5) years, unless the President of the Board of Directors, a majority of the Board or a quorum (20%) of Unit owners sees the need to do so earlier.

## **MONTHLY MAINTENANCE ASSESSMENT**

The monthly payments required of all Owners are essential for orderly and proper management and operation of the buildings and common areas we all share. The payment must be made on time and should be made payable to the Association and mailed on or before the first day of the month. In order to apply consistent enforcement to these payments the following rules and procedures shall be used:

1. A Unit Owner who does not pay the Association Assessments as they are due shall be subject to a late fee penalty for any assessments not received by the 10<sup>th</sup> day of the month it is due.
2. On the 11<sup>th</sup> day of the month, Management will take action to collect assessments that are unpaid for the current month. A late fee of \$30 will be assessed per month until balance is current.
3. If the assessments and other costs are not in good standing within sixty-one (61) days from original due date of the most delinquent payment, Management will direct the Association's attorneys to commence legal action against the unit owner and the unit which shall include the placement of a lien on the unit. The unit owner shall be responsible for any and all costs of collection, including reasonable attorney's fees and court costs, which shall be added to the delinquent owner's account and shall be collectible along with delinquent assessments, late fees or other charges imposed.
4. For the convenience of the Unit Owners there are three (3) alternative methods available for the payment of the monthly assessments:
  - ACH: You can authorize Hillcrest Property management, in writing on forms provided by them, to automatically deduct your assessments from your checking account each month. Call Scott Millard, Managing Agent, at Hillcrest Property Management or the bookkeeping department for further information. The phone number is (630) 627-3303.

- Auto-Pay: If you do online banking you can set up automatic payments of your assessments from your checking account and the bank will automatically make the payment on the date you have chosen.
- Check: You may also continue to mail your check and coupon to Hillcrest Property Management.

## RULES AND REGULATIONS

### SCHEDULE OF FINES FOR ALL RULES AND REGULATIONS:

(Fines may be assessed weekly)

1 <sup>st</sup> Infraction of Rules	Letter of Notice
2 <sup>nd</sup> Infraction of Rules	Fine Increased from \$50.00 to \$100.00
3 <sup>rd</sup> Infraction of Rules	Fine Increased from \$100.00 to \$200.00
4 <sup>th</sup> and Succeeding Infractions of a Rule	Fine Increased from \$200.00 to \$500.00

### GENERAL

The following Rules and Regulations have been presented, discussed, and approved by the Board of Directors of the Association to preserve the health, safety and welfare of the members of the Association, and premises under their jurisdiction.

1. No member will do or permit to be done whether in his/her own Unit or on the common grounds and streets in the development anything that will disturb or annoy the occupants of any of the dwellings in the development; or do not permit to be done anything which will constitute a hazard or danger; or damage the person or property of the members, or otherwise interfere with the rights, comfort or convenience of other members in the peaceful use and enjoyment of a member's Unit or the grounds surrounding same.
2. A member shall be deemed directly responsible for the activities of his/her immediate family including children and pets and for the activities of his/her guests, employees, servants, tenants and visitors on the properties.
3. No bicycles, scooters, baby carriages (or similar vehicles) or toys, lawn furniture, barbecue equipment or other personal articles shall be allowed to stand on any of the common grounds. All bikes must be placed in the garage.
4. Each member shall keep his/her condominium Unit in a good state of preservation and cleanliness.
5. A Unit Owner shall not sweep or throw or permit to be swept or thrown anything from the balcony or from the door or windows. No member shall permit his/her Unit or any part including the balcony to fall into the state of disrepair or lack of maintenance creating an unsightly condition.

6. No notice, sign or any matter whatsoever may be posted in any stairways, garage or other common area without prior approval of the Board of Directors. No signs of any kind will be placed in or on windows, doors, balconies, facades, or other exterior surfaces, (including balconies) or grounds of the building or property without similar prior approval of the Board of Directors. The Board of Directors will have the sole determination whether any item posted must be removed.

## ARCHITECTURAL CONTROL

1. Architectural control is deemed necessary to preserve the architectural, structural and cosmetic integrity of the premises. With this in mind, the following general guidelines and procedures must be strictly adhered to:

- a. Prior to any structural installations or modifications to either the exterior or interior of a unit, the Unit Owner must submit a modification request in writing to the Board of Directors of architectural approval. Examples of modifications requiring prior Board approval are: removal or addition of walls, any major electrical working with a unit, removal and replacement of storm doors, windows, screen doors, entry doors and garage doors. This list is not all-inclusive but provided only by way of example. Additionally, any exterior addition or alteration, including decks and balconies, that was not initially approved as part of the construction of the dwellings must receive prior Board approval.
- b. Prior to beginning of any work, and within the thirty (30) day period set forth above, the Board of Directors must give the Unit Owner written notification of approval or non-approval of the submitted modification request.
- c. The Board of Directors may develop whatever architectural control forms, including specifications and guidelines, that it deems necessary and proper to properly administer this section of the Rules and Regulations.

2. All Storm Doors/Windows/Screens/Garage Door types shall be in keeping with the character of the building. New storm doors, windows, screen doors, entry doors and garage doors must be approved by the Board of Directors prior to signing a contract. (Owners should contact the Management Company for information regarding approved styles of the window replacements.) Unsightly windows, doors, storm doors, screen frames and garage doors are not permitted.

- a. All storm doors must be white to match the other existing storm doors on the building and approved by the Board.
- b. All broken windows (storm or otherwise) and doors must be replaced or repaired with the same style by the homeowners immediately. All repairs must conform to existing structures. If repairs are not made within ten (10) days, repairs will be made by the Association and charged back to the Unit Owner in the next monthly assessment. Plastic windows are not permitted. Window coverings made of newspaper, sheets, blankets and/or other offensive materials are not permitted. Damaged window

- c. coverings will not be permitted.
- d. Owners are responsible for damage, replacement and repairs to the screens and frames on the windows, patio doors, and storm doors.

3. The court yards in the front of each building are common Elements of the Association. No trees of any kind (including fruit trees) shall be installed without the express, prior written consent of the Board of Directors. Additionally, container plantings of fruits or vegetables in the court yard area are specifically prohibited.

## **BALCONIES**

Per the Declaration of Condominium Ownership of the Villages of Woodridge, balconies are limited common elements and are the responsibility of homeowners. They must be kept in good and safe repair and be replaced as necessary. Homeowners are encouraged to have their balconies inspected periodically and to have them sealed at least every two years. Any owner who allows their balcony to fall into disrepair does so at their own risk and is liable, up to and including legal action, for any injuries suffered because of the unsafe nature of the balcony.

Balconies are limited Common Elements for use and enjoyment. It is responsibility of each resident to keep his/her balcony neat and clean. The following are restrictions related to your balcony:

1. Only the following items are permitted on balconies.
  - a. Appropriate lawn or porch furniture
  - b. Appropriate flowerpots
  - c. Electric and propane grills are permitted- charcoal grills are strictly prohibited.
  - d. Satellite dishes with prior approval by the board
2. No storage of any type is permitted on the balconies and no wood burning fire pits or wood-burning chimineas may be used on any balcony or patio. A chiminea, or similar item, used solely for decorative purposes, and not for the burning of wood or other combustibles, is allowed.
3. Nothing may be fastened to anything to the balcony, ceiling or to the exterior of the building.
4. Nothing may be fastened, hung, or draped over the balcony railings.
5. All planters, etc. must be hung inside balconies to avoid wind damage.
6. Removable bird houses and feeders may only be hung from in the rear of the building, not on the building and must be kept a minimum of 6 feet away from the building. The area must be kept clean at all times.
7. Dust mops, rags or other items may not be shaken over balconies or out of windows and doors. No debris may be disposed of over the balconies.

8. Any damage to the building or common elements caused by the negligence of a Unit's resident is the responsibility of the Unit occupant and will be billed to his/her account.
9. Balcony light fixtures must be uniform in all Units.
10. Residents must provide access to the Unit and its balcony to allow the Association to make any necessary repairs, when, in the determination of the Association, such access is necessary.
11. Drying or airing clothing, carpeting or laundry or hanging of the clotheslines is strictly prohibited on the balconies.

## **CENSUS CARDS**

1. Census cards are to be filled out completely and returned to the Management Office within thirty (30) days of the distribution. The card must include a call back number with voicemail or an answering machine so the Management Company can make timely return calls.
2. Distribution will be on an annual basis to keep files up to date.
3. Failure to return census cards will result in the offender being notified of the violation in writing and the violation must be rectified within thirty (30) days.
4. Census cards are required from every Unit Owner as well as any tenant who may occupy the Unit.

## **COMMON ELEMENTS**

There are two kinds of Common Elements: (1) Those accessible to all residents (garage and stairways) and (2) Those restricted to the use of an individual resident (balconies, patios and garages.) The latter are called Limited Common Elements. Common Elements may be used only for designated purposes.

1. Unit Owners are responsible for any damage to Common Elements caused by them, members of their families, their tenants or their guests. All costs for repair or replacement will be billed to the Unit Owner.
2. Nothing shall be done in any Unit or in, on, or to the common elements which will impair the structural integrity of the building or structurally change the buildings except as is otherwise provided here in.
3. No "For Sale" or "For Rent" signs, advertisements or other displays shall be permitted on any part of the property except at such locations in and in such form as shall be determined by the Board.
4. If in any building, it is necessary for the Board to direct a pest control service to find the source of reported pests, the Owner of the Unit that the exterminator deems responsible as the course of the pest problem shall be responsible for all the costs, if any, and all of the exterminators' fees for the Unit and Other Unit(s) with a pest problem that the pest control company and the Board deem necessary to be treated. All court and legal costs incurred due to

the Owner's refusal to pay or neglect to pay for such exterminating services, will be the burden of the offending Owner. If the source of the problem cannot be determined, the cost of the exterminating shall be divided by the number of Unit Owners in the building.

5. Unit Owners of B2 units, which contain the plumbing valves for the building for exterior water service, are required to turn on the water by no later than May 1 and turn the water off no later than November 1 each year.

## **GARAGES**

1. Barbecuing is not allowed in garages.
2. Car engines must not be left running in garages.
3. During cold weather, garage doors must be kept closed to prevent water pipes from freezing.

## **GARBAGE AND TRASH**

1. All garbage must be placed in plastic bags or approved garbage cans so that it cannot be windblown.
2. All homeowners are responsible for maintaining their yard in a clean and orderly manner.
3. Garbage and recycling bins may not be placed outdoor curbside for pick up until 5:00 the night prior to the scheduled pickup. Garbage cans and bins must be returned to the garage by the end of the day of garbage pickup.
4. Any litter remaining on the ground after garbage pickup should be removed by the Unit Owner responsible for placing the garbage at curbside.
5. At no time shall garbage be stored outdoors and visible to any common element or neighboring Unit Owners. This includes dog litter.

## **MAINTENANCE AND REPAIR**

1. All maintenance requests are to be reported to the management Company, Hillcrest Property Management, at (630) 627-3303 or via e-mail; [smillard@hillcrestmgmt.com](mailto:smillard@hillcrestmgmt.com).
2. Maintenance repairs, unless deemed emergencies are done between the hours of 8:00 a.m. and 8:00 p.m. Monday through Saturday.
3. In the event of any emergency after 5:00 pm, please use the following phone number at the management company and follow the prompts: (630) 627-3303 and press 0 and you will be transferred to a live operator.
4. The following items will be allowed at individual discretion: peepholes in outside doors, doorknockers, and addition door locks.



## **MISCELLANEOUS**

1. Satellite dishes may not be attached to the building.
2. No swing/slide sets, playground equipment, etc. are allowed.
3. The following items will be allowed at individual discretion: peepholes in outside doors, doorknockers, and additional door locks.

## **NOISE CONTROL**

1. Consideration must be taken at all times when playing musical instruments, stereos, televisions and other electronic devices so as not to disturb neighbors.
2. Upper Units are reminded that noise from the upper Units carries to the lower Units.
3. Hardwood, Pergo and ceramic flooring may not be installed in the living room, bedroom hallways or bedrooms of the Unit. Hardwood, Pergo and ceramic flooring is permitted in the kitchen, bathroom and entry area as long as soundproofing is installed under the new floor.

## **PARKING**

1. Parking is restricted to driveways and the street. Parking on the lawn is strictly prohibited. Any vehicle so parked may be ticketed by the Woodridge Police Department.
2. Trailers, campers, boats, other recreational and any commercial vehicles may not be parked/stored on the common area.
3. Motorcycles may not be parked on the patio, sidewalks or grassy areas.
4. Storage of unlicensed, inoperative or disabled vehicles anywhere on the property or street is prohibited.
5. Vehicles may not protrude into the street from the driveway. Vehicles may not block sidewalks or any driveways per Village ordinance.
6. Service vehicles may not be driven over the grass for access to a Unit. If a service vehicle damages the grass/sod, the repair will be assessed to the individual Unit Owner.
7. No vehicle should be parked for any length of time in a driveway belonging to another Unit, including vacant Units, without permission of the Unit Owner.
8. All temporary storage containers (PODS, UStore It, etc) should not be on the premises for more than seventy-two (72) hours.

9. No engine maintenance or body work can be done on cars on any common area ground or in driveways. All vehicle repairs and/or maintenance must be done in the garage, in a timely manner. Washing and waxing of personal vehicles is excluded from this rule. No revving of engines, squealing of tires, loud stereos, etc will be permitted.

Homeowners are responsible for any damage done to the asphalt caused by excess gas and/or motor fuels as well as indentation caused by jacks, motorcycle kick stands, etc.

## **PETS**

It is the responsibility of every pet owner to abide by the following Rules and Regulations in order to make the communal living conditions safe and healthy for the humans and other pets in our Association.

1. All fecal matter needs to be immediately removed from the premise. If you see a pet owner, either from the association or from the community, leaving the waste, please contact the Management Company immediately.
2. The Owner of each pet shall reimburse the association for any damage and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the presence of the pet on the property.
3. No pet shall be housed on the balcony.
4. Pets must not use the balcony for elimination purposes.
5. No animals may be kept or raised for commercial purposes in any Unit.
6. All pets must be on a leash held by a responsible person at all times. No pet may be tied to a tree, building or be restrained outdoors without the presence of the Owner.
7. Although it is natural and good safety measure for dogs to bark, dogs must be restrained from excessive barking both inside and outside the Unit.
8. Any pet creating a nuisance or unreasonable disturbance or causing damage to the common or limited common areas can be reported to the Management Company. The Management Company will call the person reporting the incident within 48 hours. The Management Company follow-up may include contacting the reported pet Owner, Board of Directors, Woodridge Police, and/or the DuPage County Health Department.
9. Any homeowner who violates the Rules and Regulations requiring the immediate disposal of pet litter and the requirement disallowing storage of pet litter on balconies and patios shall have their pet removed or it will be removed by the Association. This action will be taken following the third violation within a one year period.

## **SALES AND LEASES**

1. Any lease or sublease must be provided to the Board for approval fourteen (14) days in advance of occupancy and must contain the following clauses:
  - a. Minimum term of the lease is one year.
  - b. The lease must certify that the lessee has read and agrees to obey all the rules and regulations of the Association.
  - c. The lease will be immediately terminated if, by vote of the Board, the lessee or other occupants of the Unit is deemed to have gross disrespect for the rules or to have been a major nuisance to the other residents or has refused to pay penalties due on violation rules.
  - d. The lease cannot have an automatic renewal. Any renewal of the lease must be approved by the Board as if it were a new lease.
  - e. The lessee must be a person and must be the primary occupant.
  
2. Character references for proposed lessee should include previous landlords and last three resident addresses. The reference findings should indicate the general desirability as a tenant, the willingness to abide by the rules and the consistent respectfulness and courteous attitude towards other residents. References should give the name and phone number of the reference person to contact so that the board may independently verify the findings.

## **SEASON/HOLIDAY DECORATIONS**

1. Reasonable external decorations are permitted in the common and limited common areas, patio and/or balcony. No decorations are to be displayed thirty (30) days before or thirty (30) days after the holiday.
2. All decorations must be hung so they do not damage the common and/or limited common areas or can be blown off the balcony. Any damages will be assessed to the Unit Owner.
3. Any debris that falls during the removal of decorations, including a trail of needles from pine trees, is the responsibility of the Unit Owner. All trees must be disposed of properly as described in the Garbage and Trash section.

## **SECURITY AND SAFETY**

1. Homeowners must be home for the annual fire alarm inspection. If they cannot be home, someone else must be in the Unit to answer the door or keys may be left with a neighbor who is home for the inspection. Failure to comply will result in an immediate \$100 fine plus subsequent monthly fines of \$200 for the second month, \$300 for the third month and \$400 for the fourth month at which time the matter will be turned over to the attorney. After two months the Association will solicit the help of the Woodridge Fire District to achieve compliance. Homeowners who do not comply with the rule will also have to pay for costs associated with a return visit by the fire alarms inspection company.

2. Circuit breaker panel doors in your Unit should be closed at all times.
3. Smoke alarms must be kept in good working condition. Please change the battery at least twice a year. Annual fire alarm inspections occur in the fall each year. Notices will be sent no later than thirty (30) days prior to the inspection dates. All Units are required to participate on their scheduled time slots.
4. Outside lights at front door and on garages must be kept on from dusk to dawn each day.

## **VIOLATIONS AND REMEDIES**

1. Repair of damage to lawns or plantings, whether in the common area or on the property of an individual, will be specifically assessed to the member responsible for the damage rather than becoming a maintenance liability to the Association.
2. Any Unit Owner installing or responsible for installations of a structure in violation of the Declarations of Condominium Ownership, By-laws and/or Rules and Regulations may be required to remove such structure and/or restore the premise to its original condition at the Owner's expense.
3. A Unit Owner in violation of the Declaration of Condominium Ownership, By-Laws, and/or Rules and Regulations will receive written notice from the Board of Directors delineating the offense, repercussions and any necessary time frames to cure the violations(s).
4. A Unit Owner will be required to pay all necessary and reasonable costs, including reasonable attorney's fees, incurred by the Association in enforcing the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations.
5. When a Unit Owner fails in his/her obligations and responsibilities to pay the costs assessed against him/her a lien may be made against his/her Unit.
6. Unit Owners will be held responsible for infractions of any rules in the Declaration of Condominium Ownership, By-laws and/or Rules and Regulations by themselves, their children, their pets, their guests and/or their tenants.
7. Unit Owners are responsible for providing their tenants with a copy of the Rules and Regulations.
8. Reporting
  - a. Unit Owners may report any violations to any member of the Board of Directors and to the Management Company. Inquiries and correspondence must be in writing if any action or response is expected.
  - b. Notices given by the Board of Directors will be given in writing and may be given by any Member of the Board or Management Company acting on behalf of the Board.
9. Hearings
  - a. A Unit Owner or tenant may request a hearing before the Board of Directors, or its appointed panel, to defend him/herself on any violation charge.

b. Hearings must be requested in writing within fourteen (14) calendar days of the date of notice of violation from the Board.

## **REPAIRS**

1. Repairs, which are the responsibility of the Unit Owner, are required to be made in a timely manner, which may be delineated in a letter from the Association.
2. If such repairs are not made after being so directed by the Board of Directors and/or the Management Company, the Board of Directors reserves the right to authorize a contractor to make the repairs. The charges will be added to the Unit Owner's assessments and will become due and payable when entered. Liens against a Unit may be filed on any fines and/or charges not paid according to the Declaration of Condominium Ownership, By-Laws and/or Rules and Regulations.

## **SCHEDULE OF FINES FOR FOLLOWING RULES AND REGULATIONS**

See fine schedule on page 2.

## **AMENDMENTS OF RULES AND REGULATIONS**

These Rules and Regulations may be amended, from time to time, at a regular or special meeting of the Board of Directors as circumstances may warrant. Proper notice of such meeting or meetings and copies of any amendments shall be given to the Unit Owners in conformity with the requirements of the Illinois Condominium Act, the Declaration and the By-laws of the Villages of Woodridge Condominium Association.