

ATRIUM TOWNHOME ASSOCIATION

Architectural Control Standards

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ARCHITECTURAL CONTROL STANDARDS
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The following standards have been developed in furtherance of the Board's power to adopt and enforce ATRIUM TOWNHOME ASSOCIATION Rules and Regulations.

I. Responsibility of the Architectural Control Committee (ACC):

- a. To inform and advise homeowners on any Exterior improvement or modifications that they are about to undertake to ensure that the design is in keeping with the standard of the community.
- b. All exterior modifications/improvements of any kind must have the written approval of the Architectural Control Committee and the Board of Directors for ATRIUM TOWNHOME ASSOCIATION before any such work may be started.
- c. The Committee will present to the Board its recommendation at the regular monthly Board of Directors meeting.

II. Responsibility of the Homeowner:

- a. The homeowner must complete an Architectural Improvement Application Form (see Exhibit A) and an Architectural Control Agreement (see Exhibit B). Detailed plans and specifications for the requested improvement, along with a Plat of Survey, must accompany the Architectural Improvement Application Form.
- b. The Homeowner must have ACC and Board approval before applying to the Village of Elmhurst for a permit.
- c. The homeowner is responsible for repair or replacement of sod, trees, shrubs or other landscaping materials damaged during construction of the improvement.
- d. All construction must be completed within six months from commencement, unless prior approval of the Committee has been granted for a longer period of time. If not, approval is rescinded and homeowners must resubmit the request.
- e. It is the responsibility of the homeowner to maintain all modifications/improvements to their property, i.e. deck.

- f. **Work must follow approved plan or be subject to a fine and/or removal.**

III. Interior Renovation Regulations:

- a. **Any modifications/improvements requiring a building permit shall have the permit prominently displayed in the window. Any work undertaken shall be completed within a reasonable amount of time and within the scope of the project. Minimal disturbance to adjacent properties shall be maintained. Contractors shall remove debris completely. No use of existing garbage containers shall be permitted.**

IV. Eligibility:

- a. **Approval of any applicant is contingent upon a homeowner being current in payment of regular or special assessments.**

V. Architectural Standards:

- a. **The following guidelines are the general rules used to consider specific improvements. They will be considered along with sightliness, grading and affect on adjacent lots. Each proposed improvement will be considered by the ACC in accordance with the standards which follow.**

1) DECKS:

- a) **Decks will be located in rear yards only. Decks may not be extended beyond the property line as denoted on the units Plat of Survey. Decks cannot be adjacent to sidewalk or front doors.**
- b) **Decks shall have fascia board that extends to the ground on all visible sides. (Ron Felson input on wire mesh)**
- c) **Heavy duty latticework is permitted on any outside structure with Board approval. All wood used for screening shall be a minimum of 1" thick. Existing latticework shall be allowed to remain, as long as it is in good condition. If it becomes broken, it must be removed.**
- d) **Decks cannot be roofed, closed-in or screened-in.**
- e) **Single or 4 posted umbrellas must be securely attached to the ground or cement patio blocks. Deck umbrellas cannot be a danger. Homeowners expense and liability if umbrella comes loose. Board of Director approval must be given and it must be**

in the plat of survey.

- f) Decks must be built at ground level with door opening and cannot step-up. Where sunken Living Rooms occur, the decks are generally submerged, flush with, or six inches below the floor line. Decks built on upward slope are allowed steps.
- g) If a homeowner chooses to stain his deck, call the Management Company for colors to be used. No indoor/outdoor carpet.
- h) Decks must be maintained, remain structurally sound, and are subject to examination by the Board or its agent. Any deck deemed to be in ill repair shall be renovated to good condition.
- i) Decks must conform to all Village of Elmhurst building codes. This code shall act as the governing document for enforcement of architectural standards 6 ft. above grade.

2) PATIOS AND PAVERS:

- a) Existing concrete patios may not exceed the property line of the unit. No new concrete patios shall be constructed.
- b) Pavers cannot be used to extend a patio. The entire patio must be removed and replaced with Pavers.
- c) Concrete patios or Pavers must be off the lot line.
- d) Pavers must be maintained, remain structurally sound, and are subject to examination by the Board or its agent. Any patio deemed to be in ill repair shall be renovated to good condition.
- e) Concrete patios or Pavers cannot be roofed, closed in, or screened in.
- f) Pavers must be Beige, Light Brown, or Gray in color. (Color subject to further approval).

3) DOORS AND STORM DOORS:

- a) Only approved full view Larson storm doors are allowed (70% minimum glass - 3 to 4 inch frame). Colors for storm doors shall be selected from one of the following standard colors available from storm door manufacturers:

Brick & Dryvit Units: Brown or almond storm doors.

Note that the ceiling and the surround must be painted the same color as the storm door. Formulas for wall and ceiling colors are available from the storm door manufacturer. If unit has a painted door, it also must match.

- b) Acceptable manufacturer's storm doors is Larson.
 - c) Prior to the purchase and installation of any door or storm door, the owner shall submit to the Board an Architectural Application Form, for review and final decision.
 - d) The Board reserves the right to determine whether maintenance of such doors is adequate, and may, after reasonable notice to the unit owner, repair or replace any storm door not in conformance with the maintenance or style requirements of this rule, and back-charge the unit owner for any costs incurred by the Association in enforcing this section.
- 4) ADDRESS NUMBERS:
- a) Address numbers must be bronze or brass in color and conform in style to those provided by the developer. Numbers shall be a minimum of four inches and a maximum of five inches in height, individual. No script or word numbers are permitted. Numbers shall be placed immediately to the side of the door, 60 inches above the door sill, on doorways where door is to one side. Numbers shall be placed _____ on units that have center doors.
- 5) PLAYGROUND EQUIPMENT:
- a) The permanent or temporary installation of fixed or portable basketball posts, backboards, hoops or nets, is expressly prohibited.
- 6) WINDOWS:
- a) All windows must be maintained by the unit owner. Any rotted windows (frames) or failed thermopane glass must be replacement by the unit owner.
 - b) Inspections shall be made by the Management Company in cooperation with the Architectural Committee to ascertain the condition of windows within the units. If it is determined that the condition of the windows is not in keeping with the overall appearance of the property, then the Unit Owner shall receive

from the Management Company a letter stating the deficiencies, along with a set of procedures to be followed for window replacement.

7) SPRINKLER SYSTEMS:

- a) No individual sprinkler systems for landscape watering are permitted.

8) AIR CONDITIONING UNITS:

- a) All air conditioning units & replacement units must be located on the roof of the unit Mounted on a pad. No window air conditioning units allowed.

9) SATELLITE DISHES

- a) Purpose: To prevent injury to homeowners and others, to prevent damage to buildings and structures and to promote the public safety among the Association members as well as provide free access to direct broadcast satellite signals.
- b) Applicability: These provisions apply to all satellite dishes of 22 inches in diameter or smaller. Conventional satellite dishes in excess of 22 inches in diameter are prohibited from being installed on the exterior or any building or grounds within the ATRIUM TOWNHOME ASSOCIATION.

Installation of satellite dishes will be allowed in the following order based on the following conditions.

- 1) Board of Directors must approve all satellite dishes before installation.
- 2) If possible, satellite must be installed so that it cannot be seen from street level.
- 3) Dishes cannot be installed on the wood beams in the front and back of the roof.
- 4) At no time can a satellite dish be installed directly to the roof or Dryvit.
- 5) Because of the limitation on areas to install satellites, the Board suggests that some type of portable mounting device

be used that would lay on the roof and be weighted down - fasteners not to penetrate the roof membrane for any reason.

- 6) Satellite dish can be attached to the chimney.
- c) **Procedures:** In accordance with the safety purpose outlined in paragraph 13(a), prior to the installation of any satellite dish, an Architectural Improvement Application Form, an Architectural Control Agreement Application, and an Indemnification Agreement must be completed by the homeowner and submitted to the Architectural Control Committee and the ATRIUM TOWNHOME ASSOCIATION Board of Directors for approval.

The request for a satellite dish should include the following information:

- 1) Size, color and manufacturer of the satellite dish.
- 2) The name, address and phone number of the installing company. (Note: Only professional installation is permitted). A statement from the installing company is required addressing wind load characteristics of the apparatus and its installation. The installation company shall provide to the customer and to the ATRIUM TOWNHOME ASSOCIATION Board of Directors an operating license from the Village of Elmhurst, IL and a Certificate of Insurance reflecting General Liability Insurance in the amount of \$1 million in Workers Compensation Insurance to Statutory Limits and such Certificate shall include the customer and the ATRIUM TOWNHOME ASSOCIATION as additional insureds.
- 3) Proposed mounting mechanisms and fasteners, mounting location with a detailed drawing indicating the horizontal, vertical and lateral dimensions of the proposed location, the direction of point and the distance from the building or other surrounding objects.
- 4) Wiring diagram for the proposed installation, particularly grounding of the device.
- 5) Diagram of cable entry into the unit is recommended through chimney race.
- 6) All installations must be grounded in accordance with the requirements of the National Electrical Code.

d) Remedies:

- 1) All satellite dishes and antennas must be installed in strict compliance with these rules and regulations and the approved plans and specifications. Any deviation from the rules and regulations and/or plans and specifications without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish from the property, without notice. All costs of removal and restoration of the property shall be borne by the owner. The Association reserves the right to levy a continuing and daily fine of \$10.00 a day for each and every day an unauthorized improvement shall remain on the premises after the owner has been notified to remove the satellite dish or to correct the violations. The fine shall be set by the Board of Directors in accordance with the approved guidelines for fines. Violation of this section may incur a fine of \$100.00.**

- 2) The Board may pursue any legal action that the Association may have in order to enforce compliance with these rules and regulations. Any costs incurred by the Board, including attorney fees, will be assessed back to the owner's account. These amounts, as well as any fines, will act as a lien on the unit until paid in full.**

10. MISCELLANEOUS:

- a) Gazebos are not permitted.**
- b) Greenhouse additions and greenhouse windows are not permitted.**
- c) Storage buildings are not permitted.**
- d) Room additions are not permitted.**
- e) Clothes lines are not permitted.**
- f) Downspout extensions must match existing downspout and not extend into grassy area.**
- g) The Board reserves exclusive right, at its option, to remove from the property any plants, fences, equipment, tools, toys or other devices listed in this section, and back-charge the unit owner for**

any costs incurred by the Association in enforcing this section.

- h) No indoor/outdoor carpet on the stoops and no painted stoops.

EXHIBIT "B"
ARCHITECTURAL CONTROL AGREEMENT

ATRIUM TOWNHOME ASSOCIATION

This Agreement entered into this _____ day of _____ 20__ by and between _____ and the ATRIUM TOWNHOME ASSOCIATION, an Illinois Not-For-Profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the ATRIUM TOWNHOME ASSOCIATION Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized Architectural Control Committee are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association; and

WHEREAS, Unit Owner(s) is desirous of constructing a certain addition, improvement and/or alteration in conformity with the requirement of the Architectural Control Standards adopted by the Board of Director of Association.

1. The Unit Owner(s) shall submit to the Board of Directors and to its duly appointed Architectural Control Committee of ATRIUM TOWNHOME ASSOCIATION an "Architectural Improvement Application Form."
2. In the event Unit Owner(s) uses a contractor, the contractor must provide the association with a Certificate of Insurance.
3. The Board or its duly authorized agent shall notify Unit Owner(s) in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner(s) may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. In the event Unit Owner(s) is unconditionally rejected, Unit owner(s) may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
 - a) In the event of an appeal by Unit Owner(s), Unit Owner(s) shall be afforded a right to a hearing, to be represented by counsel and to submit

evidence in defense of his application.

- b) Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner(s) of its decision in writing within ten (10) days of said meeting.

EXHIBIT "A"

- c) The decision of the Board of Directors pertaining to Application for Improvement Appeals shall be final and binding on Unit Owner(s).
6. In the event of Board approval, Unit Owner(s) shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
 7. Upon construction of an improvement, Unit Owner(s) does hereby indemnify and hold harmless the Board, Association, its agent, and Unit Owner(s) from any and all claims, controversies, or cause of action resulting from said improvement, including the payment of any and all costs of litigation and attorney fees resulting there from.
 8. Unit Owner(s), his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
 - a) If at any time Unit Owner(s) fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this Agreement in writing.
 - b) Unit Owner(s) shall bring the improvement into compliance within ten (10) days of the date of said notification.
 - c) Failure of Unit Owner(s) to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
 - d) Any expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account including all costs and attorney fees.
 9. In the event Unit Owner(s) constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly

authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement.

10. Upon transference of ownership of the unit, Unit Owner(s) shall inform successor in title, including any tenant or purchaser by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.

EXHIBIT "A"

11. Time is of the essence of this agreement.

12. This Agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS _____ DAY OF _____, 20____

ATRIUM TOWNHOME ASSOCIATION
an Illinois Not-For-Profit Corporation:

UNIT OWNER(S):

By: _____
Its President

ATTEST:

By: _____
Its Secretary

EXHIBIT "B"
ATRIUM TOWNHOME ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION FORM
(GENERAL)

NAME: _____ **DATE:** _____

ADDRESS: _____

LOT NO. _____ **TELEPHONE:** _____

NATURE OF IMPROVEMENT: _____

COLOR: _____ **STYLE:** _____

LOCATION: _____ **DIMENSIONS:** _____

CONSTRUCTION MATERIALS: _____

SUPPLIES: _____ **APPROX. COST:** _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS. THE LOCATION OF THE IMPROVEMENT MUST BE SHOWN ON YOUR PLAT OF SURVEY AND SUBMITTED TO THE BOARD OF DIRECTORS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: _____ **SIGNED:** _____

(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ **DATE APPLICATION REC'D:** _____

INSPECTED BY: _____ **RECEIVED BY:** _____

INSPECTED ON: _____ **DISAPPROVED BY:** _____

REASONS FOR DISAPPROVAL: _____

EXHIBIT "C"
ATRIUM TOWNHOME ASSOCIATION
ARCHITECTURAL IMPROVEMENT APPLICATION FORM
GARAGE DOOR

NAME: _____ **DATE:** _____

ADDRESS: _____

LOT NO. _____ **TELEPHONE:** _____

NATURE OF IMPROVEMENT: _____

COLOR: _____ **STYLE:** _____

LOCATION: _____ **DIMENSIONS:** _____

CONSTRUCTION MATERIALS: _____

SUPPLIER: _____ **APPROX. COST:** _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: _____ **SIGNED:** _____

(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ **DATE APPLICATION REC'D:** _____

INSPECTED BY: _____ **RECEIVED BY:** _____

INSPECTED ON: _____ **DISAPPROVED BY:** _____

REASONS FOR DISAPPROVAL: _____

EXHIBIT "C"
ADDENDUM TO ARCHITECTURAL CONTROL STANDARDS
WAIVER OF LIABILITY
UNDERGROUND SPRINKLER SYSTEM

In addition to complying with the Architectural Control Standards adopted by the Board of Directors which, among other things, includes the completion of the Architectural Improvement Application and the execution of the Architectural Control Agreement, the following also applies with regard to an underground sprinkler system:

The current homeowner and/or any subsequent homeowner of this property, _____, Elmhurst, Illinois, is responsible for any and all damages that occur to the homeowner's property and/or adjacent properties during installation of the sprinkler system. Homeowner agrees to indemnify and hold harmless the Association, its directors, officers, agents and members from any and all claims.

The ATRIUM TOWNHOME ASSOCIATION is not responsible for any maintenance or repair to an underground sprinkler system for the life of the system. The homeowner will at all times keep the system in good working order.

The ATRIUM TOWNHOME ASSOCIATION, landscaper and/or snow removal company is not responsible for any damage whatsoever to an underground sprinkler system, i.e., sprinkler heads, etc.

The homeowner and/or any subsequent homeowner of this property is responsible for damage to all homeowner property and/or other property caused by any malfunction of the underground sprinkler system for the life of the system.

The current homeowner and all subsequent homeowners are responsible for informing a new homeowner that he, she or they are responsible for the "Waiver of Liability" that exists with regard to the underground sprinkler system that was installed on the property.

Underground sprinkler system must meet all Village of Elmhurst codes and specifications.

EXHIBIT "D"

DATED THIS _____ DAY OF _____, 20____.

ATRIUM TOWNHOME ASSOCIATION
an Illinois Not-For-Profit Corporation:

UNIT OWNER(S):

By: _____
Its President

ATTEST:

By: _____
Its Secretary

EXHIBIT "C"
INDEMNIFICATION AGREEMENT/SATELLITE DISHES

This Agreement is entered into this day of, 20 _ between ("Owner") and ATRIUM TOWNHOME ASSOCIATION ("Association")

RECITALS

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

WHEREAS, Owner is the owner of _____ in the Association and is subject to the provisions of the Declaration; and

WHEREAS, Section 207 of the Telecommunications Act of 1986 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

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 on the property; and

WHEREAS, as an express condition to allowing the Owner to have a satellite dish, 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

NOW, THEREFORE, the parties agree as follows:

1. Owner shall indemnify and hold harmless the Association, all unit owners of the Association, its Board of Managers, and its designated agents from and against all claims, damages, losses, judgments, executions and expenses, including attorneys fees arising out of or resulting from the installation and/or use of a satellite dish.
2. Owner will be responsible to maintain, repair and replace the portion of the property on which the satellite dish is installed. This includes repair/maintenance of the roof or tuck pointing of the chimney.

ATRIUM TOWNHOME ASSOCIATION

Owner(s):

By: _____
It's President

ATTEST:

By: _____
It's Secretary