

ATRIUM TOWNHOME ASSOCIATION

Rules and Regulations

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Rules and Regulations

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ATRIUM TOWNHOME ASSOCIATION
Rules and Regulations

I. Introduction

A. Board of Directors

The Board of Directors of the ATRIUM TOWNHOME ASSOCIATION is empowered to adopt the following Rules and Regulations, and rules, procedures, and standards for the enforcement thereof, according to the Declaration of ATRIUM TOWNHOME ASSOCIATION and its By-Laws, to administer the Property in an orderly manner, maintain a harmonious relationship among Unit Owners and other Residents and operate a quality residential community. The Board of Directors, in furtherance of the above stated determinations, objectives and goals, does, by resolution, hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof.

B. Definitions

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the following order: to its definition as used either in the Declaration or in the By-Laws; in its common usage within the Association; or in its commonly-understood meaning as indicated both by the context in which it is found and by its dictionary definition.

1. Declaration

The Declaration of Covenants, Conditions and Restrictions of ATRIUM TOWNHOME ASSOCIATION which was recorded in the Office of the Recorder of Deeds of DuPage County on 03/15/72 as Document No. R83-38125, and as amended from time to time thereafter.

2. By-Laws

The By-Laws of the ATRIUM TOWNHOME ASSOCIATION, and as amended from time to time thereafter.

3. Rules and Regulations

The Rules and Regulations as presented in this document and any supporting documents.

4. Supporting Documents

Supporting documents include any rules, procedures, standards and

forms adopted by the ATRIUM TOWNHOME ASSOCIATION Board of Directors or any duly authorized Committees for the purpose of enforcing or furthering the objectives of these Rules and Regulations.

II. Leases, Tenants and Non-Resident Unit Owners

- A. All unit owners who do not reside in a unit owned by them shall provide the Association or its managing agent with their permanent address and home and work telephone numbers where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to that unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the right of said unit owner caused by any delays in receiving notice resulting therefrom.
- B. No unit owner may lease less than the entire unit, nor may the unit be leased for hotel or transient purposes. Every lease must be for a period of at least one (1) year unless the Board of Directors consents in writing to the contrary. All leases are to be presented in writing to the Board 30 days prior to the effective date.
- C. All leases must be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
- D. Every unit owner intending to lease a unit shall give prior written notice to the Board of Directors of their intention. The unit owners shall add to the lease, the Rider, which shall be substantially in the form attached as Exhibit "A", signed by all parties executing the lease.
- E. Each unit owner shall be responsible for providing his or her lessee(s) with copies of the Declaration, By-Laws and Rules and Regulations and supporting documents, including the Architectural Control Standards of the Association. The unit owner shall submit a signed receipt bearing the signatures of both the unit owner and lessee stating the copies were given. This receipt shall be delivered to the Management Company where it shall remain on file.
- F. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a lessee, the Board in its sole discretion, shall determine what action or actions are necessary against the unit owner or lessee as the case may be. When the Board, in its sole discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

- G. All expenses of the Association, in connection with any violations under these rules, shall be assessed to the account of the unit owner responsible.**
- H. Provisions herein relating to the execution of new leases shall become effective upon the expiration of any lease currently in effect. However, the requirements set forth in paragraph "E" above are effective immediately. Unit owners shall supply the Association with a photocopy of any existing lease within thirty (30) days of notification of these rules.**

III. Pets, Pet Litter and Damage by Pets

- A. No animals, other than dogs, cats, birds, fish or animals reasonably considered by the Board to be household pets, shall be raised in any unit. Breeding for commercial purposes is not allowed. Pets must be kept in a manner which does not jeopardize the health, safety and welfare of the other unit owners and tenants.**
- B. A resident is not permitted to keep more than a total of three (3) dogs or cats per unit. All statutes, ordinances, rules and regulations or any governmental organization or body having jurisdiction over the property pertaining to the animal regulations are incorporated herein and made a part hereof.**
- C. All pets must be leashed when outside. The pet's conduct and activities must be controlled by its attendant to prevent damage to common areas and property or injury to persons and other pets.**
- D. Pets may not be left unattended at any time outside.**
- E. Pets are not permitted on other unit owner's property.**
- F. Dog stakes are not permitted.**
- G. Dog houses or dog runs are not permitted.**
- H. Pets shall be controlled so as not to create a nuisance.**
- I. Pet owners must clean up after pets immediately after elimination of waste.**
- J. A unit owner is responsible for the actions of pets of anyone living in or visiting his unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.**
- K. Any unit owner, tenant, Association officer or employee who observes any litter, damage or other problems caused by a pet, should report the problem to the Management Company identifying the pet and the owner of the pet, or**

if ownership cannot be determined, the address of the residence in which the pet is kept.

- L. Any unit owner who has been found to have been responsible for more than two (2) violations of the above rules shall be deemed liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property upon three (3) days written notice to the owner from the Board or its authorized agent.

IV. Appearance of Unit's Outside Area

- A. All toys, recreation equipment, bicycles, etc., must not be stored or left outside after sunset and all day on day of mowing.
- B. All installation of playground equipment or sandboxes is expressly prohibited.
- C. Fences other than those installed by the original developer are not permitted.
- D. Birdbaths, lawn ornaments or flowerpots shall not be installed on any unit owner's property in such manner as to interfere with lawn maintenance by the Association.
- E. Garden or other lawn equipment or tools shall not be stored or left outside, nor be used in such a manner as to interfere with lawn maintenance by the Association. Such items may be stored in the owner's garage space, in cabinets designed for that purpose with Board approval.
- F. Unit owners are responsible for keeping their immediate lawn area clean and free of debris.
- G. Unit owners are responsible for the appearance of their asphalt parking stall surfaces which includes oil spills. All items used to catch or absorb oil shall be removed when vehicle is not present.
- H. All furniture other than lawn furniture is prohibited.
- I. Water hoses and sprinkling equipment shall not be stored, left outside, or used in such a manner as to interfere with lawn maintenance by the Association.
- J. The permanent or temporary installation of fixed or portable basketball posts, backboards, hoops or nets, is expressly prohibited.

- K. The Board reserves the exclusive right, at its option, to remove from the common 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.**
- L. All decorations on unit owner's property must be in good condition and kept clean.**
- M. Nothing can be put in Common Areas/grounds without the Board's permission, including pots, birdbaths, bird feeders, lawn decorations, etc.**
- N. Unit owners/tenants, visitors may not encroach on the Common Areas as an extension of their property or for their own exclusive use. There shall be no obstruction to the common elements nor shall anything be stored in the common elements without the consent of the Board.**

V. Mailboxes

- A. No advertisements or handbills are permitted to be displayed on the mailbox structures.**

VI. Landscaping

- A. Replacement landscaping due to neglect (i.e. trees, shrubs, ground cover, etc.) is the responsibility of the unit owner for the front of their units.**
- B. Any change or replacement in landscaping must be submitted to the Landscape Committee and approved by the Board of Directors. See Landscape Modification Form - Exhibit "E".**
- C. All replacement of trees, shrubs or ground cover must be of like size to those removed or replaced.**
- D. Flower beds shall be limited to existing front/rear planter beds that had Landscape Committee approval.**
- E. Vegetable plants or fruit trees may not be planted in the ground.**
- F. The unit owner will be responsible for the care, maintenance and removal of any seasonal flower gardens that are planted in their planter beds.**
- G. Sod or ground cover material ruined by unit owner or tenant neglect or abuse shall be replaced by the Association at the unit owner's expense.**
- H. Only shredded cedar or hardwood mulch is permitted in shrub and tree beds. The Landscape Committee shall determine and publish standards for hardwood mulch, color and texture.**

- I. No plastic, wood or concrete edging is permitted around trees and non-sodded areas that interferes with lawn maintenance.
- J. Decorator stones and lava rocks are not permitted around trees and non-sodded areas as they are a hazard when mowing and trimming.
- K. Vines or other vegetation are not permitted on the privacy fences/walls, or building common walls (both brick and Dryvit).

VII. Garages/Carports

- A. Parking spaces must be kept clean as much as possible. Garage doors are to be kept closed when not in use.
- B. Exterior alteration to parking spaces are prohibited.
- C. No major car repairs, which cause any type of nuisance, fire hazard or annoyance to neighbors is permitted in parking spaces.
- D. No barbecuing is allowed in garage parking spaces.
- E. Parking spaces are to be used for storage of vehicles. Care and consideration for others must be exercised if the parking space is used for minor repairs or maintenance of vehicles. No hazardous materials shall be stored in parking spaces, i.e. gasoline, propane, etc.

VIII. Permitted Vehicles

- A. No vehicles without a present year's license plate and city sticker may be parked on the property.
- B. Recreational vehicles, motor homes, boats and trailers, snowmobiles and trailer and travel trailers may be placed on the unit's parking space just for the time that is needed to load and unload personal belongings from the vehicle.
- C. No vehicle is permitted to block any portion of any sidewalk or pedestrian passageway at any time or another owners parking space.

IX. Garbage

- A. All garbage must be placed in tied heavy duty plastic trash bags.
- B. Garbage bags are not to be placed in front of the units and must be taken to the garbage refuse bin areas and deposited into one of the available bins.
- C. Any litter remaining on the ground shall be removed by the unit owner.

X. Seasonal Decorations

- A. Exterior holiday decorations may be installed no earlier than one (1) month prior, and shall be removed no later than one (1) month after the date of the holiday.**
- B. Exterior seasonal decorations are permitted to the extent that they do not damage the exterior of the unit and are in good condition.**
- C. Exterior seasonal decoration can be fastened to wood trim only. Nothing shall be attached to brick or Dryvit wall. No decorations shall be placed in the common areas without the approval of the Board.**

XI. Unit Alterations (*Refer to Architectural Control Standards.*)

- A. Alterations of any kind to the exterior area of the building are prohibited without prior written consent of the Association.**

XII. Antennas/Satellite Dishes (*Refer to Architectural Control Standards*)

- A. Antennas of any kind may not be attached to any part of the exterior walls of the building or property.**
- B. Installation of satellite dishes must have approval of the Board of Directors. These devices may only be installed as a free standing device on the roof of the unit, attached by weighing down only (no mechanical fastenings to the roof). Wiring shall be routed through the mechanical vertical chase.**

XIII. Patios/Decks/Pavers (*Refer to Architectural Control Standards*)

- A. Unit owners are responsible to keep patios, decks and pavers clean and free of clutter.**
- B. Patios/decks/pavers may not be enclosed or altered in any way.**
- C. Patios/decks/pavers may not be used for storage, other than for storage of barbecue grills and other items usually associated with patios/decks/paves.**
- D. Installation of patios/decks/pavers must have approval of the Board of Directors.**
- E. Clothing, sheets, blankets, laundry and similar items may not be hung out or exposed on decks, patios, lights, or trellises.**

XIV. Window Treatments

- A. Awnings, canopies, shutters, window air conditioners, or fans of any type are not permitted.**

- B. Exterior window treatments are not permitted.**
- C. Reflective window film applications are permitted provided no bright or highly mirrored finish is used.**
- D. Temporary window coverings are permitted for a period of 30 days. These temporary coverings should be neutral in color.**

XV. Storm Doors (*See Architectural Control Standards*)

- A. Prior to the purchase and installation of any storm door, the owner shall submit for approval to the Architectural Control Committee an Architectural Application form. (*See Architectural Control Standards*)**
- B. Storm doors must be maintained in good repair by the property owner. Once a storm door is installed, maintenance of the doors becomes the responsibility of the unit owner.**
- C. The Board reserves the right to determine whether maintenance of such doors is adequate, and may, after reasonable notice to the unit owner, fine the Owner of the Unit for non-compliance.**
- D. See Enforcement Policies Section XXIII.**

XVI. Firewood Storage

- A. Storage of firewood shall be in compliance with all statutes, ordinances and regulations of all governmental branches and municipalities having jurisdiction over the property which is part of, or associated with, the Association.**

XVII. Bug Killing Devices

- A. Electronic devices to kill bugs are not to be used after 12:01 AM.**

XVIII. Grills (*See Architectural Control Standards*)

- A. Installation and placement of any permanent gas grill is to be approved by the Architectural Control Committee. Use of portable grills is encouraged.**
- B. No barbecuing is allowed in the parking spaces or in the common areas.**
- C. The propane tank from gas grills must remain on the outside of the unit at all times, and stored in a secure area. All hazardous materials for grilling must be kept in a secure place.**

- D. All gas grills shall be in compliance with all statutes, ordinances and regulations of all governmental branches, and municipalities having jurisdiction over the property, which is part of, or associated with, the Association.**

XIX. Sign Regulations

- A. No signs of any type shall be allowed, per the By-Laws of the Association.**

XX. Garage Sales

- A. No garage sales are allowed without the written permission of the Board of Directors.**

XXI. General Rules

- A. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations.**

XXII. Assessment Collection and Late Charge Policy

- A. Monthly assessments are due on the 1st day of each month.**
- B. A late charge will be added each month an outstanding balance remains on the unit owner's assessment account.**
- C. On the 30th day of a delinquency: The Management Company sends a letter/statement to the unit owner indicating the delinquent balance that is due and advising that late charges have accrued and are due with the outstanding assessment payment.**
- D. On the 60th day of a delinquency: After an owner is delinquent for a period of 60 days in the payment of any common expenses or other charges, the property manager will refer the matter to the Association attorney to institute collection procedures when the balance is in excess of \$200.00. All legal fees incurred in this process are the financial responsibility of the delinquent unit owner and will be added to his/her assessment account.**
- F. On the 90th day of the delinquency: The Association attorney is authorized to proceed to the "Forcible Detainer" stage of collection. All legal fees, filing fees, costs and court appearance fees are the responsibility of the delinquent owner and will be added to the assessment account. A judgment will be sought against the unit owner for the balance of the account plus expenses for cost of collection. Additionally, a judgment for possession of the property to collect all unpaid amounts will be sought.**

