

# CHESTNUT ON THE GREEN HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

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The following rules and regulations are hereby made by the Board of Directors in accordance with The Chestnut on the Green Homeowners Association declaration and bylaws. These rules and regulations adopted on August 7, 2002, and revised as of April 1, 2006, are in addition to those in the declaration and bylaws.

### **Board meetings and association records**

- Except as provided for, quarterly Board meetings are open to all unit owners, who are encouraged to attend. The date, time and place for Board meetings will be determined by actions of the Board and appropriate notice will be provided to all unit owners.
- Board meetings are designed to conduct business of the association. Decisions regarding the operation of the association are made by the Board of Directors. Unit owners do not vote on these decisions, but will be allowed to comment and provide input to the Board as appropriate. Any unit owner who by their conduct disrupts the meeting in any manner may be removed by action of the Board. Any unit owner who attends the meeting under the influence of alcohol or illegal substances thereby impairing their judgment will be asked to remove themselves from the meeting at the discretion of the Board.
- As required, the books and records of the Association will be available for inspection by any unit owner for any proper purpose at reasonable times, provided the unit owner provides written notice to Board.
- Board members are required to be in good financial standing in order to participate in a Board meeting at which any decisions affecting the association are made. The Board president or the managing agent shall determine the account status of each Board member prior to each meeting. Any Board member not in good standing shall then be notified that they may not participate in the meeting.
- Any Board member who by their actions does not participate in three (3) meetings of the Board during any twelve (12) month period, shall resign from the Board at the request for the Board president or other Board member. If the Board member fails to resign upon request, the Board member may be removed by order of the Board pursuant to policies and procedures regarding enforcement of these rules and regulations.
- The annual meeting of the Voting Members shall be held in conjunction with the last board meeting of the year.

### **Common Elements**

- Storage of any kind is expressly prohibited on or in any common element. Storage of any unit owner's personal effects is allowed only in the unit owner's garage and interior units.
- Unit owners may not enclose any portion of the common elements with a fence or other boundary.
- No exterior cables, wires, vents, fixtures, nails, or other devices of any type (excluding satellite dishes) are allowed to be temporarily or permanently attached to the building without the express written permission of the Board of Directors.
- Barbecuing is limited to balcony or garage areas, and is prohibited on or in any common element of the Association without the express written permission of the Board of Directors.
- Political signs shall not be posted on the common property. These signs make it difficult to clear out snow and landscape effectively.
- Planters may not be left outside during the months of December through February.

- No empty planters or planters containing dead plants may be stored outside at any time. Only planters with live plants may be displayed.

### **Leaflets and Advertising**

- Any type of literature, pamphlet or publication may not be left in or attached to the door of any individual unit owner or any common elements by anyone except the Board of Directors. Any person seeking to distribute information on the property other than by U.S. Mail shall first deliver a copy of the item to an Association Board Member or the Managing Agent and shall state the name and address the person or persons who are the authors or sponsors of publication.
- If the unit owner resident or guest of such violates the above provisions, or if the literature is in any way disposed of upon the property, the unit owner shall be assessed all costs and expenses for the collection and disposal of the literature, including legal and administrative costs necessary to insure the proper enforcement of these provisions.

### **Security and Safety**

- Each unit owner is responsible for the safety and security of his/her individual unit and garage.
- Garage doors shall be closed when residents are not at home or when the garage is not in use. This will help prevent theft and promote the safety of all homeowners.
- No unit owner may store flammable or explosive materials anywhere on the property (excluding propane tanks for gas grills).
- Any suspicious activity should be reported to the Indian Head Park Police Department. Include descriptions of activity, individual and car/license numbers observed.
- No individual may tamper with, disconnect, or otherwise interfere with the operation of the fire/smoke alarm system within the individual unit.
- All units must have a landline phone number that is in service at all times. The unit and its corresponding phone number must be on file with D&I Electronics.
- Any change of home telephone number must be reported to the Board of Directors, Management Company and D&I Electronics within 48 hours.

### **Balconies and Porches**

- No awning, sunroof, enclosure, canopy, trellis, shutter, or blinds shall be affixed to, placed in, through, or on any exterior wall, door, roof, window, balcony, balcony railing or any part thereof.
- Unit owners shall keep balconies clean, orderly and free of clutter.
- Balconies may not be enclosed, altered or the appearance changed in any way without the express written permission of the Board.
- Balconies may not be used for storage, other than seasonal storage of grills.
- Clothing, sheets, blankets, laundry and similar objects shall not be hung from or exposed on the balconies.
- Balconies may not be used as pet runs.
- Planters containing live plants may be hung over balcony railings during the months of March through November, provided the plant material does not drape down past the bottom of the railing from where it is hung.

- No empty planters or planters containing dead plants may be stored outside at any time. Only planters with live plants may be displayed.
- Unit owners may install hanging planters no larger than twelve (12) inches in diameter, and/or one-gallon capacity. Such hanging planters may not extend beyond the edge that balcony, and must be hung with safety hooks or “C” clamps in a manner that they will not fall down. All plantings must be well groomed and may only be displayed during the months of March through November.
- No items may be thrown, dropped from, or otherwise expelled from any balcony.
- Hoses on porches and balconies must be kept in a hose reel or hose hideaway.
- No open flamed torches can be lit on or around the wooden decks. This presents a fire hazard and potentially endangers Members of the community.

### **Seasonal Decorations**

- Seasonal decorations shall not be displayed any earlier than thirty (30) days before, and must be removed within thirty (30) days following the holiday.
- Decorations that create a fire or safety hazard will not be permitted.
- The unit owner shall repair damage caused by seasonal decorations, or the cost of the repair will be charged to the unit owner in the event the Association repairs the damage.
- The Board reserves the right to prohibit any decoration(s) at its sole discretion.
- Only clear or white lights may be used in the exterior fixtures. Colored light bulbs used for decorations create minimal amounts of light, thus creating less pleasant common areas.

### **Garbage and Recycling**

- All garbage must be placed in sealed container, of which both can and lid have been marked with the unit owner’s address.
- Garbage cans and recycling bins are to be placed at the curb no earlier than 6:00 PM the night prior to garbage pick-up, and must be brought in no later than 6:00 PM the day of pick-up.
- Recyclable materials, including newspapers, must be bagged in paper bags before being placed into the recycling bin. Recyclable materials in plastic bags will not be recycled. The recycling bin should have unit owner’s address marked clearly on it.
- Garbage cans must be stored in the unit owner’s garage, and not outside at any time. Any cleanup related to scattered garbage will be the responsibility of the unit owner.
- Every unit owner must be registered, and pay for garbage removal with Crown Recycling and Waste Services (708) 485-0900. New residents must arrange for service within ten (10) days of occupancy.

### **Bicycles and Unlicensed Vehicles**

- Bicycles may be ridden only on paved roadways.
- Unlicensed vehicles and vehicles not intended for use on public roadways are prohibited from being on the property.

## **Parking**

Improperly parked vehicles will be those that are:

- Parked or left unattended on the designated guest parking pads or on Flagg Creek Drive for more than 24 hours.
- Parked in the grass.
- Inoperative vehicles parked in the designated guest parking pads or on Flagg Creek Drive (those vehicles with flat tires, dead batteries, without current registration or city stickers, etc.)
- Commercial vehicles of any type parked on designated guest parking pads, on Flagg Creek Drive, or any common element, or outside of unit owner's garage.
- Parked on Flagg Creek Drive between the hours of 2:00 AM and 6:00 AM.
- Parked in the cul-de-sac located at the South end of Flagg Creek Drive Monday through Friday, between the hours of 7:00 AM and 9:00 AM, and the hours of 2:00 PM and 4:00 PM.
- Parked at the ends of the driveways blocking the existing fire hydrants.
- Parked along the side of the driveways leading into the auto courtyards
- Parked in front of another homeowner's garage.

Violators will be ticketed, towed and/or fined accordingly. Chronic offenders will be reported to the Indian Head Park Police Department.

## **Architectural**

- Any change to the exterior of a unit, including landscaping, needs to be approved by the Board of Directors. Homeowners must complete the approved "Architectural Modification Application." Once approved by the Board, the appropriate building permit must be secured through the Village of Indian Head Park. Please visit the village's website at <http://www.indianheadpark-il.gov> for further information on building permits. Applications for modification are available on the Association's website.
- Nothing may be built on to, attached to, or any unit altered in such a way that would change its outward appearance of, and uniformity to the remaining 47 homes.
- Purchase and installation of screen/storm doors must be authorized in advance by the Association and its Board of Directors.
- Malibu lights are allowed around a home and in landscaped areas, but not in any part of the lawn or grass areas.
- An architectural committee will be comprised of members of the Board. The property manager and resident owners may serve on the committee at the Board's discretion. Architectural matters will be discussed during regular Board meetings and special meetings will be held as necessary to promote the health and welfare of the association.
- Exterior lights (two garage and one front porch) will be the responsibility of the association. Exterior lights not at ground level will be the responsibility of the homeowner. These lights should be replaced immediately, or within ten days of date of written notice, a \$25 fine will be assessed.

## **Snowplowing and Salting**

- Snowplowing will be completed on the streets, common and designated guest parking areas, and drives (garage areas) when there are two (2) or more inches of accumulated snow.
- All cars must be garage kept for snowplowing purposes. If vehicles are left outside, that drive, or any portion thereof, will not be plowed.
- All parked cars preventing snow plows from pushing snow to the back of the main driveways will be fined accordingly. These areas are common areas and need to be clear of vehicles.
- Salting will be provided as needed to help prevent slippery conditions.

## **Pets**

- All dogs must be on a leash at all times.
- Dogs cannot be tied to any home, balcony or tree. If a dog is tied outside, it must be staked on a leash. The leash cannot allow the dog to reach into any other residents' yard, or into any sidewalk or common way.
- Any dog found in the community running at large, as provided by local ordinance, will be impounded.
- On complaint that any dog at large in the community is disturbing the peace or is dangerous, police will be notified and the owner may be fined accordingly.
- Dogs are to be walked on common areas only, not on other individual's private property, regardless of whether they are picked up after.
- There is a maximum allowance of two pets per town home, unless otherwise authorized by the Board.
- All dog owners must clean up after their pet, regardless of whether the pet defecates within the owner's yard or in a common area. Failure to clean up after your pet will result in a \$25 fine per instance. Residents should feel free to utilize the "waste bag station" located in the common area just north of 72<sup>nd</sup> St. This was added as a convenience to members of the association.
- Residents who allow "pet sitters" or guests to walk their animal must make sure the individual complies with the above provisions. Failure to do so will result in the same fine being imposed.

## **Intent to Sell or Rent**

- The Selling Owner must supply the New Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be downloaded from the Association's website at [www.chestnutonthegreen1.com](http://www.chestnutonthegreen1.com).
- With 30 days notice and upon written documentation that the paragraph above has been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the property manager. The property manager is authorized to collect a reasonable fee for this service. See Exhibit A.
- Any unit owner intending to rent his/her property must provide the Management Company a copy of a signed lease to be filed with the Management Company and Board of Directors within ten (10) days of occupancy.

- Any unit owner renting his/her property must maintain a current homeowner's insurance policy on the property.

### **Homeowner Orientation**

- All new homeowners must go through a brief orientation process. Orientations will be held after the quarterly board meetings at the Indian Head Park Village Hall. Please contact the property manager to set-up a time.

### **Violations**

The Board of Directors and property manager will investigate any and all complaints. Complaints determined to be valid and with merit will be acted upon in the following manner (unless previously specified):

- First verified complaint: A letter will be sent to the offending homeowner allowing the homeowner thirty (30) days in which to correct the violation.
- Second verified complaint: A certified letter will be sent to the offending homeowner and the homeowner will be fined \$100.
- Third verified complaint: A certified letter will be sent to the offending homeowner and the homeowner will be fined \$200.

Should a homeowner ignore the requests for corrective action, the Association will enforce the Covenants and the Rules and Regulations with the appropriate legal action. All fees incurred, including legal fees, will be the responsibility of the homeowner.

**Rule Addition – Chestnut on the Green Phase I**  
**Passed at the August 7, 2006 board meeting**

Satellite Dishes

Per FCC guidelines, a “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your exclusive use private property without prior approval of the Association. In no case may satellite dishes be installed on common property or common elements without Board approval.

**Rule Addition – Chestnut on the Green Phase I**  
**Passed at the November 6, 2006 board meeting**

Un sightliness / Nuisance

In accordance with Section III of the Association Declaration, no objects of unsightly appearance shall be erected, placed, or permitted to remain on any parcel or upon any portion of the common area, nor shall any parcel be used in any way or for any purpose which may endanger the health or unreasonably disturb the residences of the property.

When the Association declares a property unsightly, the unit owner will be sent a written notice that will give 30 days for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association will apply fines until the situation is resolved.

**Rule Addition – Chestnut on the Green Phase I**  
**Passed at the November 29, 2010 board meeting**

Balconies and Porches

The Association maintains all decks, balconies, and porches on the property. All decks, balconies, and porches are meant to remain in their original size and structure. No deck expansions or alterations will be permitted by the Association.

**EXHIBIT A**

**NOTIFICATION OF INTENTION TO SELL OR LEASE UNIT**

FROM: \_\_\_\_\_  
Unit Owner(s)

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

PHONE #: \_\_\_\_\_

In accordance with the Declaration and the rules and regulations of the Association, I/we hereby submit to the Board of Directors this Notice of Intention to Sell (or lease) our Townhouse Unit. The tender to and receipt by the Board of this Notice shall constitute valid notice of my/our intention to sell or lease the above unit.

I/We have this date turned the unit over to the following real estate company / attorney who will be in charge of the sale or lease of the property:

Real Estate Company / Attorney: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Unit Owner

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

**EXHIBIT B**

**Chestnut on the Green Homeowners Association  
ARCHITECTURAL/LANDSCAPING MODIFICATION  
APPLICATION**

**Date of Application:** \_\_\_\_\_  
**Unit Owner:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Daytime Phone:** \_\_\_\_\_ **Evening Phone:** \_\_\_\_\_

**NATURE OF MODIFICATION:**

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

**Location:** \_\_\_\_\_  
**Dimension (if applicable):** \_\_\_\_\_  
**Construction Material (if applicable):** \_\_\_\_\_  
**Installer/Contractor:** \_\_\_\_\_

**A REPRESENTATIVE DRAWING OF ALL PROPOSED IMPROVEMENTS  
MUST BE ATTACHED TO SHOW LOCATION AND DIMENSIONS.**

**As of the approval date of this alteration, I accept full responsibility for all the  
upkeep of the altered area and to maintain it in a safe condition.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reason for Disapproval:**

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

**Please mail, email, or fax application to:**

*Chestnut on the Green*  
C/O Elite Management Associates, Inc.  
PO Box 628  
Western Springs, IL 60558  
Fax: 708-352-2871  
Email: [bkovel@elitemgt.net](mailto:bkovel@elitemgt.net)

EXHIBIT C

**AUTHORIZATION AGREEMENT FOR  
DIRECT PAYMENTS (ACH DEBITS)**

I (We) hereby authorize Elite Management Associates, Inc. to initiate debit entries to the account listed below at the depository financial institution named below. I (we) acknowledge that the origination of the ACH transaction to the Association account must comply with the provisions of U.S. law.

Depository Name: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

This authorization is to remain in full force and effect until Elite Management Associates, Inc. has received written notification from you of its termination in such time and such manner as to afford Elite Management Associates, Inc. to act on it.

Please complete the form below authorizing Elite Management Associates, Inc. to automatically withdraw monthly assessments and other member approved charges from your account. Return this form with a **VOIDED CHECK** from a commercial bank to the following address:

Elite Management Associates  
PO Box 628  
Western Springs, IL 60558

Association Name: CHESTNUT ON THE GREEN PHASE I

Name (Print): \_\_\_\_\_

Address: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Once the automatic debit commences, your account will be debited on the 1st of the month when your assessment is due. If your association account is past due, your account will be debited at the appropriate level to bring your account current with the association. This authorization will take effect immediately once the form is returned.