

**1<sup>st</sup> REVISION of WINDSOR WEST TOWNHOME  
RULES AND REGULATIONS  
FEBRUARY 1, 2010**

**PREAMBLE:**

THE WINDSOR WEST TOWNHOME ASSOCIATION has legal restrictions that freestanding homes do not have. These legal restrictions are outlined in the Declaration of Condominium for Windsor West Villas and the By-Laws of the Windsor West Town Home Association. The Declaration and By-Laws, and specifically Article Three, Section 3.15 of the Declaration, gives the governing Board of Managers the authority to further establish Rules and Regulations to govern the use and enjoyment of the Association. These Rules and Regulations supersede any rules and regulations previously adopted by the Board of Managers.

**ARTICLE I**

**DEFINITIONS**

All definitions used in these Rules and Regulations shall be as defined in the Declaration, as amended from time to time, unless otherwise stated herein.

**ARTICLE II**

**ENFORCEMENT**

These Rules and Regulations shall be enforced, where applicable, by the Village of Sugar Grove. All other Rules and Regulations shall be enforced by the Association, and such enforcement shall include all remedies provided for in the Declaration and the By-Laws, and all available legal remedies when necessary.

**ARTICLE III**

**ARCHITECTURAL CONTROL**

Section 3.01:

In order to maintain the uniform appearance of the Buildings and the integrity of the Common Elements, no Unit Owner may alter the exterior of a Unit or add to the Common Elements or fail to comply with any requirement contained in the Declaration without the specific written approval of the Board of Managers. **Please see the form at the end of the rules and regulations for requesting alterations.**

Section 3.02:

The term “Alter”, as used in this Section 3, shall mean painting or staining exterior surfaces with any color other than the original paint for the designated unit or adding or removing anything to or from openings for appliances or installing window air conditioning units or window fans, sun screens or any additions or changes to existing plumbing or electrical or removal of any exterior perennial plantings or trees.

Section 3.03:

The term “Exterior”, as used in this Section 3, shall mean the exterior surface of a Unit.

Section 3.04:

All requests for approval of such exterior alterations or variances from the provisions of the Declaration must be submitted to the Board for action at the next regular meeting of the Board of Managers.

Section 3.05:

Any exterior alteration or failure to comply with any requirement contained in the Declaration made without the approval of the Board shall entitle the Association to pursue available remedies which shall include, but not be limited to: the removal, at the Owner’s expense, of such exterior alteration; the placement of a lien on the Owner’s Unit until the alteration is restored to its original condition and the payment in full of any costs incurred by the Association due to such violation.

Section 3.06:

Nothing contained herein shall be construed as an obligation on the part of the Board to grant any request for an alteration or variance. The Board may, as its sole option, grant or deny any request for an alteration or variation.

**ARTICLE IV**

**GENERAL RULES**

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 these Rules and Regulations.

The Rules and Regulations are binding on all Unit Owners, tenants, residents, their families, guests and invitees. Exceptions to the Rules and Regulations may be made only in writing, signed by the Board or its duly authorized agent(s) following a request by a Unit Owner.

Section 4.01

All Unit Owners and tenants have the responsibility of ensuring that their guests and invitees comply with all the Rules and Regulations of the Association.

Section 4.02:

If any Unit Owner or their tenant/tenants violates any of the provisions of these Rules and Regulations, the Association shall send to the tenant/tenants and/or Unit Owner a notice informing the Unit Owner of the violation and the date thereof. For each and every subsequent violation and notice thereof, the Unit Owner shall be assessed an amount as provided in the Article covering Enforcement Policies for the expenses incurred by the Association for the violation, determination of the violation, and preparation and delivery of the notices.

Additionally, the Unit Owner shall be assessed for any and all costs and expenses incurred by the Association for the repair of damage to the Common Elements caused by said violation, or for extra maintenance or repair charges incurred by the Association as a result of the violation of the Rules and Regulations. Additionally, the Unit Owner shall pay all legal costs actually incurred by the Association that are necessary to enforce these Rules and Regulations. These charges shall be added to the Unit Owner's monthly assessment at the next regular monthly billing. The collection of these charges, if not paid promptly, may be effected by utilization of any or all of the remedies provided for in the Declaration or By-Laws.

Section 4.03:

For safety considerations, all toys, bikes, etc. may not be left on the Common Elements overnight. All children's pools must be drained and removed from the Common Elements each night.

Section 4.04:

Storage of any kind is expressly prohibited on or in any Common Elements Property, unless the area is expressly designated for such purpose. For example but not limited to auto parts garbage, recycle bins, patio furniture, benches, children's toys, chest, hoses, chairs and sports equipment.

Section 4.05:

Seasonal Decorations:

- (a) Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
- (b) Outdoor decorations are permitted, but they may not cause any exterior damage. Any damage caused shall be repaired by the Unit Owner responsible at their expense. If the Unit Owner fails to make such repairs in a timely manner, then

the repairs shall be done by the Association and the full cost of such repairs shall be assessed back to the Unit Owner.

- (c) If any decoration would create a safety hazard, then such decoration shall not be permitted.

## **ARTICLE V**

### **HOME OCCUPATIONS**

#### Section 5:01:

All regulations and ordinances of the Village of Sugar Grove, Illinois governing use and occupancy of living Units apply to the Units in the Association, and violations of such regulations and ordinances may be enforced by the Village of Sugar Grove, Illinois and/or by the Association. In addition, the Association has the right to enforce any violations of the provisions of the Declaration, By-Laws and/or these Rules and Regulations that govern the use and occupancy of living Units.

## **ARTICLE VI**

### **GARBAGE REMOVAL**

#### Section 6.01:

All rubbish, trash or garbage must be kept only in sealed plastic bags and/or the containers provided by the Village of Sugar Grove, Illinois, and must be kept indoors in a manner so that they may not be seen from neighboring Units or the street. All rubbish, trash and garbage must be regularly removed from the Property and is not allowed to accumulate thereon.

#### Section 6.02:

All sealed plastic bags and/or trash containers containing rubbish, trash and garbage must remain indoors until after sunset on the day prior to the day assigned for trash pick-up, at which time they may be placed on the curb for pick-up. On pick-up day, the trash containers must be removed from the curb and placed back inside by 9:00 P.M. Failure to comply with this rule shall result in a fine against the offending Unit Owner or resident.

## **ARTICLE VII**

### **SIGNS**

#### Section 7.01:

Signs offering a Unit for sale are limited to one (1) sign per unit. Units A & C, which are on the street side, may only place the for-sale signs in the window of the Unit. Units B & D may

place the for sale sign on the grassy turf in front of their unit. Open-house signs are allowed the day of the open-house only.

Section 7.02:

No signs offering personal property or services for sale are permitted.

Section 7.03:

Rental signs are permitted in the same manner as unit for-sale signs.

Section 7.04:

The For-Sale and/or For-Rent signs cannot exceed 36 inches by 36 inches.

**ARTICLE VIII**

**PETS**

Section 8.01:

No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.

Section 8.02:

All pets must be leashed while outdoors or on any common property.

Section 8.03:

No pet may be left on Common or Limited Common Elements unattended at any time. This includes having the animal leashed out on a stake.

Section 8.04:

Pet owners walking their pets must have in their possession clean-up apparatus. Pet owners must clean up after pets immediately.

Section 8.05:

No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the property of any other resident.

Section 8.06:

A Unit Owner is responsible for the actions of pets of anyone residing in or visiting or renting his or her Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Unit Owner responsible.

**ARTICLE IX**

**GENERAL RULES AND REGULATIONS REGARDING PARKING AND VEHICLES**

Section 9.01:

Use of the drives and parking areas for long-term storage of motor vehicles is prohibited. The routine use of guest parking areas by town home residents is prohibited. Limited time specific exceptions to this rule may be granted by obtaining the written permission of the Board.

Section 9.02:

No permitted vehicle shall be parked, maintained, or stored so as to obstruct passage of other permitted vehicles or emergency vehicles. All vehicles must be parked within the permitted limits of the Unit Owner's garage or directly behind the Unit Owner's garage. All driveways must be kept clear for emergency vehicles.

No recreational vehicles, commercial vehicles or trailers shall be permitted to be parked or stored overnight anywhere with the "property" except in a garage, without the express written permission of the Secretary or Managing Agent of the Association.

Section 9.03:

Vehicles of all types are restricted to the parking areas or driveways and garages of the Association. There shall be no parking or routes of passage across any other portions of the Common Elements including all turf areas, sidewalks and fire lanes.

Any vehicle that is parked, maintained, or stored on the Common Elements, other than in a parking area, may be removed by the Association without notice to the vehicle Owner and at the vehicle Owner's expense. In particular, vehicles parked in a fire lane may be removed by the Association at the Owner's expense and without notice to the vehicle Owner.

Any vehicle parked in the driveways or guest parking after 2 inches or more of snow has fallen will be towed without notifying the owner. The cost of the towing of the vehicle will be at the owner's expense. The property management company will be able to advise as to which towing company has been used.

Section 9.04:

Vehicles shall not be parked, maintained, or stored in a manner that interferes with ingress to or egress from a parking area, garage or other Common Element.

Vehicles may not be maintained in the driveways. This includes, but is not limited to, a prohibition on performing oil changes, tire rotations or any other type of vehicle maintenance in the driveways. Provided, however, that a driveway may be used for the washing of a vehicle.

Section 9.05:

Any vehicle that is abandoned, which includes storing of a vehicle for more than 48 hours in the guest parking area, may be removed by the Association without notice to the owner of said vehicle, and such removal costs shall be borne solely by the vehicle owner. The property management company will contact the towing company to remove the vehicle without notice to the owner. The cost of the towing and storage will be at the owner's expense.

Section 9.06:

The Association or its agent, when apprized of a possible violation of any of the above noted rules, may investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle, at the owner's expense, for the reasons and under the circumstances noted:

- (a) Attach a notification sticker to the vehicle, preferably on the front window;
- (b) Record the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations to be maintained by the Association at its principal office or at such other place as is designated by the Board;
- (c) Identify or attempt to identify the vehicle owner and notify said owner of the violation;
- (d) Identify the Unit Owner and/or resident whose vehicle is causing the violation or whose guest or invitee is causing the violation;
- (e) Notify the village authorities, asking that they issue a citation and/or remove said vehicle;
- (f) Follow the procedures set forth in the enforcement policies set forth in the Declaration, By-Laws, or these Rules and Regulations.

Section 9.07:

Upon receipt of notice of a violation, a Unit Owner must follow the procedures set forth in the Article herein covering Enforcement Policies.

Section 9.08:

The Board of Managers is authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorizations under these Rules and Regulations.

Section 9.09:

The Board of Managers may designate a person, persons or a committee to make determinations of violations and to place stickers and notices on vehicles. Members of the Board of Managers or its agent shall notify the appropriate companies or individuals to remove vehicles.

Section 9.10:

Recreational vehicles include, but are not limited to, boats and boat trailers, all terrain vehicles and ATV trailers, snow mobiles and snow mobile trailers, etc. Recreational vehicles may not be stored on the exterior of any Unit. Unit Owners must make a written request to the Board if they wish to park a recreational vehicle on the exterior of their Unit for a day or two (2). The Board retains the right to allow or deny the Unit Owner's request, but in no cases shall it allow the parking of a recreational vehicle on the exterior of a Unit for more than two (2) days.

**ARTICLE X**

**PATIOS**

Section 10.01:

Unit occupants shall be responsible for keeping patios clean and free from clutter.

Section 10.02:

Patios shall not be enclosed or altered in any way, nor shall patios be carpeted unless the Board gives its prior written consent to such carpeting.

Section 10.03:

No drying or airing of clothing, carpeting or laundry is permitted. No hanging of clotheslines on the patio or from the windows is permitted.

Section 10.04:

No awnings, sun shades, canopies, trellises, shutters, radio or television antennae shall be affixed to or placed in, through or upon an exterior wall, door, window or roof or any part thereof, without the prior written consent of the Board.

Section 10.05:

No signs, notices, etc. shall be allowed on the patios, windows, walls, or on the lawn, except those signs permitted in Article VII of these Rules and Regulations.

Section 10.06:

No permanent stationary basketball posts or hoops shall be allowed on the Property.

Section 10.07:

Temporary basketball posts and hoops are permitted on the Property, but they must be put away inside the Unit each evening. No basketball posts or hoops shall be allowed to remain outside overnight.

**ARTICLE XI**

**RULES REGARDING ENFORCEMENT POLICIES**

Section 11.01:

Any complaint which alleges a violation of the Declarations, By-Laws or Rules and 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.

At a minimum, the complaint shall set forth:

- (a) The name, address and phone number of the complaining witness.
- (b) The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
- (c) The specific details or description of the violation, including the date, time and location where the violation occurred.
- (d) 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.
- (e) The signature and address of the complaining witness and the date on which the complaint is made.

Section 11.02:

- (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.

Section 11.03:

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

- (a) Within twenty-one (21) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit 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, which is attached to the Notice of Violation, and by returning it to the Association.
- (b) If a request for a hearing is filed, a hearing on the complaint shall be held before the Board of Directors at the next regularly scheduled Board of Directors meeting.
- (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 Unit Owners and the Association.
- (d) Payment of any violations assessments, 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-3.

Section 11.04:

If no request for a hearing is filed within twenty-one (21) days, 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 Unit Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board of Directors.

Section 11.05:

If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur:

- (a) If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board of Directors, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board of Directors may elect to assess a fine, after considering factors, including but not limited to, the length of time the violator has owned a Unit or resided on the property, and if not, the extent of control the Unit Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at the Association's expense may be imposed.
- (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. The Unit Owner shall also be assessed a fine.
- (c) Where a fine is imposed, unless otherwise stated elsewhere, it shall be in the amount of fifty dollars (\$50.00) for violations by Owners, and one hundred dollars (\$100.00) for violations by renters. 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) If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made, or

to pay any legal expenses and costs incurred by the Association as a result of the violation.

- (e) In the event any violation has resulted in damage to any Common Property, 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 two (2) Notices 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 second violation, 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.

Section 11.06:

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 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.

Section 11.07:

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 Unit Owner at the Unit address, or to such other address as the Unit 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.

Section 11.08:

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.

**ARTICLE XII**

## SATELLITE DISHES AND ANTENNAS

### Section 12.01:

Purpose: To prevent injury to Owners and others, to prevent damage to buildings and structures and to promote the public safety among the Association members as well as to provide free access to over-the-air reception devices and direct broadcast satellite signals.

### Section 12.02:

Applicability: These provisions apply to the following:

- (a) An antenna or dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is 24" (24 inches) or less in diameter;
- (b) An antenna or dish that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is 24" (24 inches) or less in diameter or diagonal measurement;
- (c) An antenna or dish that is designed to receive television broadcast signals; or;
- (d) A mast supporting an antenna or dish described in subparagraphs (a), (b) and (c) above.

Any antenna or satellite dish that does not meet the requirements as outlined in subparagraphs (a) through (d) above is prohibited from being installed on the exterior of any building or grounds within the Association

No short wave radio or other type of radio transmitter shall be permitted in or about any home that may interfere with the radio or television reception in any other home.

### Section 12.03:

Installation: In furtherance of the Safety Purpose set forth herein, installation of satellite dishes and antennas will be allowed:

- (a) A satellite dish or antenna must be mounted in the least obtrusive exterior area on the home. Under no circumstances are satellite dishes to be fixed or mounted directly to the wood surfaces. All Satellite dishes are to be placed on the garage next to the unit or on the roof of the unit away from the street. The maximum number of satellite dishes and/or antennas allowed per unit is 2 (two).

- (b) A mounting kit fabricated of stainless steel or other non-rusting material and stainless steel fasteners must be used.
- (c) So long as it does not impair the viewer's ability to install, maintain, use or unreasonably increase the cost of installation, satellite dishes mounted under subsection this section should be painted to blend with the color of the roof.
- (d) These are the approved safety areas on the homes where an owner may install a satellite dish or antenna. In the event an Owner is unable to receive acceptable transmission by installing the satellite dish or antenna, the Owner must, in his/her Architectural Control Improvement Application Form propose an acceptable installation location that will prevent injury to Owners and others, prevent damage to buildings and structures and promote the public safety among the Association members in addition to providing free access to over-the-air reception devices and direct broadcast satellite signals. The method by which this may be accomplished is set forth in the section entitled "Procedure."

Section 12.04:

Procedure: Because of the safety purpose outlined in herein, prior to the installation of any satellite dish or antenna, request for the installation of the satellite and an Indemnification Agreement must be completed by the Owner and submitted to the Association Board of Directors for approval. (A sample form of said Indemnification Agreement is attached hereto as Exhibit B-1.)

The request of a satellite dish or antenna should include the following information:

- (a) Size, color and manufacturer of the satellite dish or antenna.
- (b) The name, address and telephone 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 Association Board of Directors an operating license from the City and a Certificate of Insurance in the amount of \$1 million in Workers Compensation Insurance to Statutory Limits and such Certificate shall include the customer and the Association as additional insured's.
- (c) 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.
- (d) Wiring diagram for the proposed installation, particularly the grounding of the device.

- (e) Diagram of entry into the home that must be made only through the sealed sleeve through the roof with no exposed wiring.
- (f) All installations must be grounded in accordance with the requirements of the National Electric Code.

Section 12.05:

Remedies:

- (a) 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 or antenna from the property, without notice. All costs of removal and restoration of the property shall be the sole responsibility of the Owner. The Association reserves the right to levy a continuing and daily fine 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 antenna or to correct the violation(s). The fine shall be set by the Board of Directors in accordance with the approved guidelines for fines.
- (b) 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's fees, will be assessed back to the Owner's account. These amounts, as well as any fines, will act as a lien on the Home until paid in full.

**ARTICLE XIII**

**WINDSOR WEST TOWNHOME ASSOCIATION DRYER VENTING DUCT  
CLEANING RULE**

**Section 13.01:**

Because dryer vent ducts can cause a fire if they are not cleaned, the dryer venting duct from the back of the dryer to the roof shall be professionally cleaned every two (2) years (or earlier at the Board's discretion). Such two (2) year period shall begin in calendar year 2007.

The Board will arrange and pay for dryer vent cleaning to be completed by June 30, 2007 for all 88 units within the Association. Should access to the unit be required to complete such cleaning, the Owner must allow access so that the contractor can perform the service.

Dryer vent cleaning will be completed on all 88 units every two years thereafter or earlier at the Board's discretion. Financial responsibility of required cleaning services will also be at the Board's discretion.

## **ARTICLE XIV**

### **INSURANCE**

#### **Section 14.01:**

Each Owner shall deliver to the Board a Certificate of Insurance certifying that a policy of insurance covering such unit, is in effect, and that said policy shall not be cancelled or materially changed except upon ten (10) days prior written notice thereof to the Board. In the event an Owner fails to procure or keep in effect a policy of insurance, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's living unit with a company, for a premium and period as determined by the Board to be appropriate and the cost thereof shall be a charge hereunder to the Owner.

## **ARTICLE XV**

### **LEASING**

#### **Section 15.01:**

Within ten (10) days of an Owner leasing their unit to a Tenant, the Owner shall be required to provide a copy of the written lease to the management company. The Owner of record will be responsible for payment of the monthly assessment, special assessments, maintenance charges, costs, fees and any fines for enforcement of the governing documents. All adult occupants of a leased Unit must be named in the lease. Additionally, the Owner shall notify the Association's Board of Directors or managing agent of all current occupants of the Unit, including children. This notification should include the names of each occupant and the phone number of the unit, the number of vehicles used by the occupants, and copies of any and all lease agreements. The Owner is ultimately responsible to abide by all provisions and restrictions imposed by the Association's legal documents, whether he resides in the Unit or not. If a tenant violates the governing documents, it is the Owner that will be held financially responsible and the tenant may be evicted by the Board of Directors.

#### **Section 15.02:**

The minimum rental term permitted is twelve (12) months.

#### **Section 15.03:**

The renting out of a room or rooms in a unit by a unit owner will not be allowed by the Board of Directors. If the Board determines that the unit owner is only renting out a room or

rooms and not the entire unit the owner will be fined. The minimum fine will start at \$100.00 per month and increase each month thereafter at the rate of \$25.00.

Section 15.04:

Unit owners who rent or sublease their units out are required to pay to Windsor West Town Home Association a nonrefundable fee of \$250.00. This \$250.00 fee is due upon the same day as the renter moves into the unit.

Section 15.05:

Unit owners and Unit owners who rent or sublease their units to a renter who has a pet are required to pay the Windsor West Town Home Association a non-refundable pet fee of \$250.00. The \$250.00 fee is due when a unit is sold or when a new renter moves into the unit.

**ARTICLE XVI**

**BOARD MEMBERS**

Section 16.01:

Any unit owner running for a board position at Windsor West Town Home Association must not be 2 or months behind in the monthly association fees at any time for SIX Months prior to the election to a position that is open on the board.

Section 16.02:

Any unit owner can run for a position on the board at Windsor West Town Home Association. Renters of residing in a unit at Windsor West Town Home Association CANNOT run for a board position.

Windsor West Town Home Association  
Board of Managers adopted Rules and Regulations on January 21, 2010.

**END OF DOCUMENT**

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:

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

INFORMATION CONCERNING VIOLATOR:

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

INFORMATION CONCERNING VIOLATION:

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

Witness' Observations:

Were any photographs or sound recordings made?	Yes	No	By whom?
Witness' Observations:			

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

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 TWENTY-ONE (21) 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 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 OF 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 twenty-one (21) days.

WINDSOR WEST TOWNHOME ASSOCIATION

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

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

cc: Regular Mail

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 WINDSOR WEST TOWNHOME ASSOCIATION.

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

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

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

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

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 your 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.

WINDSOR WEST TOWNHOME ASSOCIATION

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

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

**INDEMNIFICATION AGREEMENT/SATELLITE TRADES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ ("Owner") and Windsor West 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; 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.

**WINDSOR WEST TOWNHOME ASSOCIATION**

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

\_\_\_\_\_

Attest:

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

\_\_\_\_\_