

**CHESTNUT ON THE GREEN PHASE 2  
HOMEOWNERS ASSOCIATION  
INDIAN HEAD PARK, ILLINOIS**

**RULES AND REGULATIONS**

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, are addition to those existing the Declaration and Bylaws. Rules revisions: (1) September 12, 2007; (2) December 2, 2013; (3) September 19, 2017.

**A. 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 the 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 the 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 of 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.

**B. 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 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. Satellite antenna

and TV cable rules are provided in a separate document.

- Barbequing is limited to balcony, patio, 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.

### **C. LEAFLETS AND ADVERTISING**

- Any type of literature, pamphlet or publication may not be left in or attached to the door of an individual unit owner or any common element, by anyone except the Board of Directors. Any person seeking to distribute information on the property, other than by US 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 of the person or persons who are the authors or sponsors of the publication.
- If a 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 ensure the proper enforcement of these provisions.

### **D. SECURITY AND SAFETY**

- Each unit owner is responsible for the safety and security of his/her individual unit and garage. Garage doors shall not be left open unattended for an extended period of time.
- 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, regardless of whether or not the unit is occupied. The unit and its corresponding phone number must be on file with D&I Electronics, our current monitoring company, or any company that the Association may use in the future
- Any change of home telephone number must be reported to the Management Company and D&I Electronics within 48 hours.

### **E. BALCONIES AND PATIOS**

- No sunroof, enclosure, canopy, shutter, screening, or blinds shall be affixed to, placed in, through, or on any exterior wall, door, roof, window, balcony, balcony railing or any part thereof.
- Exterior hot tubs are prohibited.
- Unit owners shall keep balconies and patios clean, orderly and free from clutter.
- Balconies and patios may not be enclosed, altered or the appearance changed in any way without the express written permission of the Board.
- Balconies patios may not be used for storage, other than seasonal storage of grills and lawn furniture.
- Clothing, sheets, blankets, laundry and similar objects shall not be hung from or exposed on the balconies or patios
- Balconies or patios 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 which it is hung.
- 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 of the 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 outside the home or garage must be kept in a hose reel or hose hideaway.

#### **F. 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.
- Nails, screws or permanent fasteners shall not be driven into the building wood, siding or fascia; use removable clips or plastic cable ties to hang decorations.
- 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.

#### **G. GARBAGE AND RECYCLING**

- All garbage **must** be placed in a **sealed container**, of which both can and lid have been marked with unit owner’s address.
- Garbage cans and recycling bins are to be placed at the curb no earlier than 3:00 PM the night prior to garbage pick-up, and must be brought in no later than 11:59 PM the day of pick-up.
- Recyclable materials, including newspapers, must be bagged before being placed into the recycling bin. 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.

#### **H. BICYCLES & PLAY EQUIPMENT**

- 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.
- Basketball hoops may not be fastened to the building.
- Toys, bicycles, basketball hoops, plastic pools, etc., must be stored inside at night.

#### **I. PARKING**

##### **Improperly parked vehicles will be those that are:**

- Homeowner vehicles that are parked on designated guest parking pads for more than 2 hours.

- Parked in the grass.
- Inoperative vehicles parked on the designated guest parking pads or roadway (those vehicles with flat tires, dead batteries, without current registration or city stickers, etc.).

**VIOLATORS WILL BE TICKETED, TOWED AND/OR FINED ACCORDINGLY.**

**J. ARCHITECTURAL**

- An architectural committee will be comprised of members of the Board. The Managing Agent and resident owners may serve on the committee at the Board's discretion. The decision of the Board is final on architectural matters.
- Additional landscape and garden rules are provided in a separate document, *Landscape Rules*.
- Nothing may be built on to, attached to, or any unit altered in such a way that would change its outward appearance and uniformity to the remaining 50 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.
- Owners are responsible for the repair and/or replacement of broken or deteriorated window and door screens/glass, patios, awnings, Malibu lighting, back patio/deck lighting and deck flooring.
- Exterior Lights (Two garage and one front door coach fixtures):
  - Coach light fixtures **MUST BE TURNED ON FROM DUSK TO DAWN**.
  - Replacement bulbs and/or dusk-to-dawn photo controls are the responsibility of the owner. Use LED bulbs, 60 watt equivalent, cool-white color. Owners may not install colored or seasonal light bulbs in these fixtures at any time.
  - Owners shall not alter the light fixtures to provide a "plug-in" for exterior electricity.
  - Except for holiday wreaths and bows, absolutely no items, planters, etc., may be attached to the fixtures.
  - Owners should contact the Management Agent if the lights do not operate correctly.
  - Failure to follow the Exterior Lights rules may result in a \$25 fine.

**K. SNOWPLOWING**

- Snowplowing will begin on streets, common and designated guest parking areas, and drives (garage areas) when there is 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.

**L. PETS**

- Pets must be on a leash and attended at **ALL TIMES**.
- Pets cannot be tied unattended to any home, balcony, stakes or tree, nor may pet leashes be left outside on stakes, trees, etc.
- Any pet found in the community running at large, as provided by local ordinance, will be impounded.
- On complaint that any pet is at large in the community, is disturbing the peace or is dangerous, police will be notified and the owner may be fined accordingly.

- Pets are to be walked on the owner's property or common areas, 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.
- Prohibited pets: pigs, skunks, raccoons, goats, poisonous reptiles, and any animal, bird or reptile prohibited by local or state jurisdictions.
- Owners **MUST CLEAN UP IMMEDIATELY** 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.
- Owners of pets can be asked to remove their pet from the Association if the rules are not adhered to.
- Residents who allow "pet sitters" or guests to walk their pet must make sure the individual complies with the above provisions. Failure to do so will result in the same fine being imposed.

#### **M. INTENT TO SELL OR RENT**

- Any unit owner intending to sell his/her property must contact the Management Company thirty (30) days prior to closing.
- Renting is subject to the Rental Amendment to the Declaration, which prohibits renting or leasing property as of the date of the Amendment (April 28, 2005). Certain exceptions apply and are described in the Amendment. Failure to comply with the Rental Amendment will result in a fine up to \$50 each day that the unit is rented and not in compliance with the amendment. The minimum rental period shall be 6 months. Short-term rentals (e.g., Airbnb) are strictly prohibited and may result in fines up to \$200 each day. 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.

Tenants are subject to the same rules as owners. The owner of rented units must provide a copy of the rules to the tenant. Owners may be fined for violations committed by tenants.

#### **VIOLATIONS**

**The Board of Directors 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 and third verified complaints will be fined, but not in excess of \$200 per instance.

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