

# **Rules & Regulations**

Forest Glen Townhome Owners Association

Proposed Changes

July 2022

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## **Forest Glen Townhome Owners Association Rules and Regulations**

### **1. BACKGROUND AND PURPOSE:**

- A.** The Forest Glen community consists of 60 town homes situated on fully landscaped property located in Carol Stream.
- B.** The Forest Glen Townhome Owners Association, a townhome association, governs Forest Glen through a Board of Directors made up of five (5) unit owners elected to serve on the board for two-year terms.
- C.** The goal of the Forest Glen Townhome Association Board of Directors is to provide a comfortable and pleasant environment for residents, both within their homes and on the association managed common elements.

### **2. PURPOSE FOR RULES AND REGULATIONS:**

- A.** The purpose of our Rules and Regulations is to achieve and maintain our goal of a comfortable and pleasant environment and to maintain property values for all Unit Owners.
- B.** The Rules and Regulations that have been adopted by the Board of Directors comply with the Illinois Not-for-Profit Corporation Act, the Illinois Common Interest Community Association Act, Village of Carol Stream ordinances and the Amended and Restated Declaration for Forest Glen Townhomes.
- C.** These Rules and Regulations may be changed and/or updated from time to time if the Board of Directors finds it to be necessary.
- D.** Pursuant to the Association's Declaration and By-Laws, the Board has both the authority and responsibility to adopt and amend Rules and Regulations that provide for the operation, administration and use of the property. In addition, the Board has the authority to impose late charges, levy fines for violations and, in the event of any default by any Unit Owner, the right to record a lien against the unit and maintain an action for possession and judgment.
- E.** Whenever possible, the Rules and Regulations shall be construed consistent with the Declarations and By-Laws. If any conflict is found to exist between the Rules and Regulations and the Declarations and By-Laws, the Declarations and By-Laws shall supersede the Rules and Regulations.

### **3. APPLICABILITY:**

The Rules and Regulations apply to all Owners, residents and guests.

### **4. EXCEPTIONS:**

- A.** A unit owner may make a written request to the Board of Directors for an exception to the Rules and Regulations.
- B.** The Board may approve exceptions to the Rules and Regulations based on the unit owner's written request if in the Board's judgment the exception is reasonable and in the best interests of the community.
- C.** All approved exceptions must be in writing, signed by the Board President and one other Board Member or by its duly authorized agent.

## 5. OBJECTIVES OF THE BOARD OF DIRECTORS:

- A. To act as advocates for and representative of the sixty townhome owners, when appropriate.
- B. To communicate with, accept the advice and counsel of and evaluate the performance of our Property Manager.
- C. Work to maintain an architecturally pleasant look to our neighborhood.
- D. Be a resource for information about repairmen, vendors, governmental, senior issues and other services.
- E. Encourage a tasteful atmosphere typical of a well-managed community.
- F. Be attentive to the operating and capital costs associated with managing Forest Glen.
- G. Uniformly enforce the Association's Declaration, By-Laws, and these Rules and Regulations, in accordance with any applicable statute.

## 6. DEFINITIONS:

When a term is used in these Rules and Regulations which is not defined in this document, its definition will be determined by referring, in the following order, to the definition as used either in the Illinois Common Interest Community Association Act (or Not-For-Profit Corporation Act), the Declaration of the By-Laws or in its common usage within the Association, or in its commonly understood meaning as indicated by the context in which it is found and by its dictionary definition.

- A. ACT – Common Interest Community Association Act, as amended from time to time (or the Illinois General Not-for-Profit Corporation Act, as amended from time to time.)
- B. ASSOCIATION – See Declaration 1.02
- C. BOARD – See Declaration 1.03
- D. BY-LAWS – See Declaration 1.04
- E. CHARGES – See Declaration 1.05
- F. COMMUNITY AREA – See Declaration 1.06
- G. COMMON ELEMENTS – See Declaration 1.07
- H. COMMON EXPENSES – See Declaration 1.08
- I. *Intentionally Left Blank*
- J. HANGING BASKET – A hanging basket is a container, suspended from a hook used for growing flowers or other decorative plants.
- K. MANAGEMENT/MANAGING AGENT OR PROPERTY MANAGER – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- L. MEMBER OR MEMBER OF THE ASSOCIATION – A Unit Owner
- M. OWNER OR UNIT OWNER – The Owner or Owners of a Unit, as revealed by public records, unless expressly provided otherwise by the Declaration. Where the Owner is a Trust, the beneficial Owner of the Trust and any person having personal responsibility for the Unit to the same extent as if the title of the Property were held in the name of such person or persons.
- N. PROPERTY – All the real Property against which the Declaration has been recorded, including any improvements thereon.
- O. RESIDENT – See Declaration 1.26
- P. RULES AND REGULATIONS – The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.

- Q.** SHEPHERD'S HOOK – A metal pole with one or more hooks shaped like a shepherds crook (curved over at the top) designed for holding hanging baskets.
- R.** UNIT – A portion of the Property, which is owned exclusively by a Unit Owner, more specifically described in the Declaration.
- S.** VEHICLES:
- S1.** ABANDONED VEHICLES – Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition, or which has not been used or moved for a least seven (7) consecutive days or which does not have a current valid vehicle license plate and municipal vehicle sticker or which is such that the acts of the vehicle owners and the condition of the vehicle clearly indicate that it has been abandoned.
- S2.** EMERGENCY VEHICLES. Ambulances and hospital or medical vehicles of any type or fire fighting vehicles of any type or police protection vehicles of any type or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the Property.
- S3.** NON-PERMITTED VEHICLES. All vehicles including but not limited to trailers, campers, snowmobiles, boats or any vehicles without valid state license plates and appropriate municipal vehicle stickers or any vehicles used for commercial purposes, including but not limited to vehicles that display commercial signage and/or commercial equipment, unless any of the previously mentioned Non-Permitted Vehicles are contained within the Unit's garage with the garage door closed.
- S4.** PERMITTED VEHICLES. Passenger-type automobiles in a fully drivable and operable condition having no more than four (4) entry doors and specifically excluding limousines or hearses whether or not used for personal purposes. Also permitted are lightweight recreational vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a "B", "RV" or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand (8,000) pounds, shall have an overall length of less than twenty (20) feet, shall have an overall width of less than seven (7) feet, shall be capable of being driven into a Unit's garage and stored in a Unit's garage with the garage door closed and shall be of a design which does not impede entry and exit from a Unit when parked on a Unit's driveway. Motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.
- S5.** Visitor vehicles too tall for the garage can use the visitor parking lot for up to one week. Commercial signage will be permissible as well.

## **7. POLICIES AND PROCEDURES REGARDING ENFORCEMENT OF RULES:**

### **A. Reporting Violations**

- A1.** Any Owner can file a complaint against another Owner for an infraction of the Declaration, By-Laws or Rules and Regulations. A Board Member may initiate a complaint by contacting Management or the Property Manager can initiate a complaint because of what they witnessed when on site.
- A.2** Complaints must be submitted in writing and forwarded to the Managing Agent preferably on the form contained under Exhibit XI. Complaint form can be downloaded from the community website at [www.ForestGlenTOA.com](http://www.ForestGlenTOA.com) as well. If unable to access the form, Management will accept a complaint in writing as long as the correspondence is dated and contains the following information:

- a.) Name, address, telephone number, email address, and signature of the complainant if remitting a complaint in letter format.
- b.) Name and address of the Owner to whom the complaint is directed.
- c.) Date, time, location, and description of the alleged offense and photographs taken to support the complaint.

**A.3** A complaint will not be accepted if it is filed more than (10) days following the alleged violation occurrence or if it lacks sufficient information for processing. Verbal complaints will not be acted upon.

## **B. Violation Notification**

The Association's authority to enforce regulations is cited in the Declaration. The Association or Managing Agent shall have the right to enforce all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws and Rules and Regulations. Failure to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

- B.1** After a complaint is filed pursuant to Section 7-A, the Owner shall be notified in writing by Management of the alleged complaint. Notice will include which Rule or section of the Declaration or By-Laws has been allegedly violated and how Owner can request due process and appear before the Board at a hearing to refute the allegations.
- B.2** The Managing Agent must be notified in writing within (10) days from the date of notice. Management will advise Owner of hearing date and time and Owner must appear.
- B.3** Notification of a violation is deemed to have been served by the mailing of the notice to the last address placed on file with Management. Notice is sent by U.S. mail service or by electronic means if the Owner has opted-in to receive Association communications electronically.
- B.4** In the event the Board determines that a complaint warrants legal action, the Board may refer the complaint to the Association's attorney. All legal expenses incurred because of this action will be assessed against the violating Owner.

## **C. Hearing Procedures**

If any Owner charged with a violation believes that either no violation occurred or that they have been wrongfully or unjustly charged, then the Owner must proceed as follows:

- C.1** A formal hearing on a complaint will be held within (4) weeks of receipt of a hearing request. The location and time of the hearing is at the discretion of the Board and may be conducted during a closed session at a Board meeting or by electronic means.
- C.2** The hearing will proceed regardless of whether Owner fails to be present.
- C.3** If no request for hearing is filed within (10) days as of the date on the violation notice, the hearing will be considered waived, and the allegations in the notice will be deemed admitted by default.
- C.4** Hearings will be conducted by the President of the Board or the presiding officer of such meeting. The complaint will be summarized, and each party will be given the opportunity to be heard.
- C.5** Upon conclusion of the hearing, the Board will deliberate, and their decision will be made by a majority vote of the Board in attendance at the hearing. Determination

findings can include, but are not limited to, the levying of a fine per Section 7-E, or requiring other corrective action as the Board deemed appropriate.

- C.6** If a hearing is requested, the Owner is entitled upon request to Management to receive a copy of complaint, copies of any photographs submitted as supporting evidence and to request the complainant appear at the hearing to provide testimony. If complainant fails to appear as requested, the Board can take no action on the complaint nor assess a fine.
- C.7** Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not be due and owing until the Board has completed its determination. Notification of the Boards' determination shall be made to the Owner in writing and will include a statement of any fines or compliance measures required that the Board determined appropriate.
- C.8** The Boards' determination is final and binding on the Owner. Final authority for the interpretation of these Rules and Regulations lies with the Board of Directors.
- C.9** Any Owner assessed a fine or are charges for damage, they shall pay any fines or charges within thirty (30) days of notification that such charges are due. Failure to make the payment within this time shall subject the Owner to all legal or equitable remedies necessary for the collection of the debt and will accrue interest in accordance with Section 7.03 of the Declaration.

#### **D. Remedies**

- D.1** The Board reserves the right to levy higher fines than as stated in Section 7-E or can seek alternative legal action if the violation is of a nature that adversely affects the health, safety or welfare of community members or Association property.
- D.2** At the discretion of the Board, an Owner accused of a violation may be given a courtesy warning and reasonable time to remedy a minor infraction matter. Issuance of a warning is contingent upon no prior repeats of the same infraction within a (12) month period, otherwise the matter will be considered to be a first violation.
- D.3** If no hearing is requested or an Owner is found guilty of any violation Declaration, By-Laws or Rules and Regulations, including a first violation, the fine amount will be in accordance with Section 7-E but is subject to Section D.1.
- D.4** If found responsible for a second or continuing violation of the same provision of the Declaration, By-Laws or Rules and Regulations within a twelve (12) month period, the Owner shall be assessed a fine in accordance with Section 7-E but is subject to Section D.1.
- D.5** In the event any violation has resulted in damage to the Community Area, or to any Unit, or if an Owner fails to maintain or repair any building exterior component for which they are responsible, or change (or permit a change to be made) to the design, color, material, finish, or any other aspect of any unit without complying with the Association's architectural modification provisions, in addition to any remedies which the Association may have by law without waiving any such remedies, the Board has the right to enter upon such structure and to repair, maintain, or restore the exterior and any improvements thereto or do whatever it deems necessary or appropriate to remedy any such failure to correct and restore any improper condition. The costs, as determined by the Board, of any such corrective work shall be charged to the unit owner who is responsible for the unit.



**D.6** If an addition, alteration, or improvement is made by an Owner without the prior written approval of the Board, a notice of violation will be issued. If the damage or change has not been corrected within (14) days of the notice date, then the Board may, at its own discretion, take any of the following actions:

- D6.1 Require the owner to remove the addition, alteration, or improvement and restore the property to its original condition, all at the owner's expense; or
- D6.2 If the owner refuses or fails to properly perform the work required, the Board may cause such work to be done and may charge the owner for the cost thereof as determined by the Board; or
- D6.3 Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this section.
- D6.4 All maintenance items are to be called to the attention of the Managing Agent.

## **E. Fines**

Examples noted in the schedule below are for reference purposes only and should not be interpreted as a complete list of possible violation matters to which a fine could be applied.

Any infraction of the community's governing documents or rules is subject to the issuance of a violation notice and holds the possibility for a fine or any other alternative action as determined by the Board. The general definitions for Minor and Major Infractions are:

- E.1** Minor Infraction: A Minor Infraction is defined as a nuisance matter. The first occurrence for these types of infractions receives a verbal warning from the Board or Management. Warnings issued hold no ability for a fine nor are subject to due process/hearing opportunity. Only one warning can be issued per infraction type in any (12) month period; any recurrence would move to violation status. The Board reserves the right to view multiple instances of these types of infractions within a calendar year as a Major Infraction and act accordingly.
- E.2** Major Infraction: A Major Infractions include, but are not limited to, actions that are egregious in nature, create a hazard, are noxious or offensive in nature or increase the Association's insurance liability exposure. Multiple violations of this type come with automatic fines, however an opportunity for due process (hearing) will be made available.

<b>FINE SCHEDULE</b>	
<b>INFRACTION DESCRIPTION</b>	<b>CORRECTIVE ACTION</b>
<p><b>MINOR INFRACTION - Examples</b></p> <ul style="list-style-type: none"> <li>✓ Failure to provide census information</li> <li>✓ Failure to provide proof of insurance</li> <li>✓ Parking infractions</li> <li>✓ Holiday décor infractions</li> <li>✓ Pet related infractions</li> </ul>	<p>Warning – Owner will receive either a verbal or electronic warning from a member of the Board or Management advising the specific infraction that has occurred. Owner has seven (7) days to cure; no ability to fine or opportunity for hearing is provided for warnings. If matter is not cured as required and/or violation repeats again within (12) months, opportunity for warning is waived and infraction is considered as a first violation where fines and opportunity for hearing will apply.</p> <ul style="list-style-type: none"> <li>● 1<sup>st</sup> Violation \$50.00 fine with (5) days to cure</li> <li>● 2<sup>nd</sup> Violation \$100.00 fine with (3) days to cure</li> <li>● 3<sup>rd</sup> + Violation \$125.00 per violation issued</li> </ul>
<p><b>MAJOR INFRACTION – Examples</b></p> <ul style="list-style-type: none"> <li>✓ Architectural related infractions *</li> <li>✓ Landscaping / tree related infractions *</li> <li>✓ Satellite dish related infractions *</li> <li>✓ Noncompliance with age requirements</li> <li>✓ Short-Term rental of unit i.e., “Air B&amp;B” or any type of transient rental**</li> <li>✓ Abuse of owner information requests**</li> </ul>	<ul style="list-style-type: none"> <li>● No opportunity for issuance of a Warning.</li> <li>● 1<sup>st</sup> Violation \$150.00 fine with (5) days to cure</li> <li>● 2<sup>nd</sup> Violation \$225.00 fine with (3) days to cure</li> <li>● 3<sup>rd</sup> + Violation \$350.00 plus the application of: \$150.00 daily fine until matter is corrected.</li> </ul> <p>*Costs incurred by the Association to restore the Common Element will be charged back to Owner.  ** \$500.00 fine / \$150.00 daily fine until matter is corrected.</p>

The Board is the final arbiter in determining fine amounts and reserves the right to levy higher fines than stated above or can seek alternative legal action if the violation is of a nature that adversely affects the health, safety or welfare of community members or Association property. Owner is responsible for any administrative costs imposed by the Managing Agent to process violations.

## **GENERAL RULES**

### **8. ALTERATIONS (See Declaration 3.07):**

- A.** Unless otherwise stated in the Association’s documents, NO ALTERATIONS OF ANY KIND may be made to the exterior portions of any building including the roofs and siding and the grounds around the buildings and the lawns except by written consent of the Board.
- B.** The Board must be notified in writing by submitting an Architectural Modification Form, available on the website, to the Board and management company of all alterations, additions, or improvements to the interior of a Unit which are permanent in nature and transgress the walls of the Unit. The submission must include all contracts, contractors’ licenses, and certificates of insurance and required permits. Unit Owners will be responsible for any damages and removal costs resulting from non-adherence to the Rules and Regulations stated above.

- C. For landscape alterations, the Board must be notified in writing of any alterations, additions, improvements, or removals by submitting a Landscape Modification Form with all contracts, contractors' licenses and certificates of insurance and required permits from landscape companies. It is preferable to use existing contracted landscape companies. Unit owners will be responsible for any damages and removal costs resulting from non-compliance to the rules and regulations above.

**9. ASSESSMENTS AND COLLECTIONS:**

- A. All monthly Assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Any payment of the foregoing which is received after the fifteenth (15<sup>th</sup>) day of the month shall be considered late. All payments received will be applied in such manner as determined by the Board.
- B. Any payment of less than the full amount of all Assessments and other charges which are due in any given month or any payment which is made late shall cause the Unit Owner to be subject to a late charge of Fifty Dollars (\$50.00) for that month which shall be added to and deemed a part of the Unit Owner's Assessment.
- C. When a check is returned due to non-sufficient funds, a bank fee of will be charged by the Managing Agent.
- D. Any Unit Owners who are sixty (60) days or more delinquent in the payment of assessments shall be subject to legal action. Once legal action has commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and By-Laws or an amount justifiable to the Board under appropriate circumstances.
- E. Under appropriate circumstances, the Board shall have the authority to waive any late charge, which may have been added to a Unit Owner's account.

**10. AWNINGS:**

No exterior awning, sunroof, skylight, canopy or shutter of any type is permitted, unless originally installed by the Developer or on approval by the Board.

**11. BALCONIES, PATIOS, AND PORCHES:**

- A. Items other than outdoor furniture, grills and approved outdoor plantings may not be kept on balconies, patios, or porches.
- B. Balconies, patios, or porches may not be used for storage except that outdoor furniture, grills normally used on patios and balconies, and heavy pots formerly holding approved outdoor plantings, may be stored during the winter months.
- C. Patios may not be used as dog runs.
- D. Bicycles may not be stored overnight on balconies, patios, or porches.
- E. Residents are responsible for keeping balconies, patios and porches clean and free from clutter and debris.
- F. Unit Owners must not litter or throw any dirt, dust, cigarettes, cigars, ashes, water, paper or other material from balconies, patios, or porches nor permit anyone else to litter or throw any dirt, dust, cigarettes, cigars, ashes, water, paper or other material from their balconies, patios, or porches.
- G. Brooms, dust mops and rugs may not be shaken outside or from balconies.
- H. Balconies, patios and porches may not be enclosed or altered in any way without the prior written consent of the Board through submission of an architectural modification form.
- I. See also "Outdoor Cooking" for the rules on use of open flame grills on patios.
- J. No webbed folding chairs may be kept on front porches.
- K. No carpets, carpeting, or mats of any kind are permitted on any balcony, porch or patio.

- L. Pavers may be added to the side of a patio for placement of a grill or hose box if a landscape modification form is submitted and approved by the landscape committee.

**12. BIRD FEEDERS AND BIRDHOUSES:**

- A. WILDLIFE FEEDING: No feeding of any wildlife at any time for any reason whether from a bird feeder, the ground, windowsill, etc.
- B. No more than a combined total of two (2) hummingbird feeders and birdhouses of any type will be allowed at any residence.
  - B1 The hummingbird feeders or bird houses must be located in the rear (or side) of the homeowner's property.
  - B2 Hummingbird feeders or bird houses must be at least five (5) feet from any neighbor's patio, deck and/or property.
  - B3 Hummingbird feeders or bird houses must be elevated.
- C. Hummingbird feeders or birdhouses may not be permanently attached to any Forest Glen townhome, structure or tree.
- D. Shepherd hooks (no taller than six feet) placed in the mulched area next to the home will be used for hummingbird feeders and birdhouses.
- E. Hummingbird feeders and birdhouses may not be hung from any tree or other plant. Poles other than shepherd hooks may not be used for hanging hummingbird feeders or birdhouses.
- F. Homeowners are responsible for maintaining hummingbird feeders or birdhouses that they put up. The area around the hummingbird feeder or birdhouse must be kept clean and free of all debris, droppings, ant hills, etc.
- G. Birdbaths are permitted but are limited to one per unit. Location is restricted to the rear (or side) of the unit. Birdbaths must be properly maintained by the homeowner.

**13. EXTERMINATING:**

Notify the Managing Agent if bug or pest extermination is needed in the Community Areas or on the exterior of the Unit.

**14. BUSINESS OPERATION:**

See use and occupancy restrictions as provided for in the Declaration, Article 8.04 (page 24 under Use Restrictions).

**15. COMMON AREA USE BY OWNERS, RESIDENTS, VISITORS, AND GUESTS:**

- A. Article 8.09(b) of the Declaration for Forest Glen Townhomes restricts residence at Forest Glen to persons age 18 and older, as long as the occupying Owner is age 55 or older. Persons under the age of 18 may be a guest of a resident for no more than thirty (30) days in any six (6) month period.
- B. Owners, residents, visitors or guests are prohibited from using the streets for recreational activities except biking. Skateboards or similar items are not allowed. Use of the Common Areas as play areas is restricted to the area directly adjoining the homeowner's residence. It is the homeowner's responsibility to ensure that all visitors and guests are aware of the rules.
- C. Using chalk to draw or write on sidewalks is prohibited. Drawing or writing with sidewalk chalk on driveways is allowed if hosed off immediately afterward.
- D. The common areas in the community are available to be enjoyed by all of our residents. No resident, visitor or guest may use the common areas for their personal use which blocks, inhibits, or creates an unsafe environment for our residents, create a disturbance, or in any way prevents other residents from enjoying the use of the common areas.

- E. Article 8.08 of the Declaration for Forest Glen Townhomes states that no noxious or offensive activity shall be permitted on the premises, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents. This article applies to all residents, visitors and guests. Each homeowner is responsible for the behavior of their visitors and guests and homeowners should be sure that their guests and visitors do not violate this rule.
- F. No wind chimes, or similar outdoor audible devices, are allowed anywhere in Forest Glen.

**16. ELEVATORS:**

Safety and operating inspections should be conducted once a year and are the responsibility of the individual homeowners.

**17. EMERGENCIES:**

In Carol Stream, for police, medical emergencies or in case of fire, call 911. If the emergency is in connection with the Community areas, please also call the Property Manager.

**18. FLAGS:**

One fixture for mounting a flag is permitted per Unit. Whenever possible the flag should be mounted on the wood framing around the garage. If the flag is mounted on a bricked area, the homeowner is responsible for repair to the brick and/or mortar if the mount is removed. Flat size is limited to no larger than 3 feet by 5 feet.

**19. GARAGES:**

- A. Garages are intended primarily for parking the homeowner's vehicle(s).
- B. Storage of household goods, gardening supplies or other material in the attached garages is prohibited if it prevents the use of the garage as the primary parking area for at least one of the homeowner's vehicles.
- C. Use of cooking grills is prohibited in garages.

**20. GARAGE / ESTATE SALES:**

Garage and estate sales are prohibited in Forest Glen.

**21. GARBAGE AND TRASH:**

- A. NIGHT Procedure: Garbage put out the night before pick-up must be in plastic or paper bags and then placed in a trash container with a cover that closes securely. The lid must be closed when the trash container is put out for pick up. Recycling must be placed in the recycle tote provided by the Village of Carol Stream with the lid closed when put out for pick-up.
- B. MORNING Procedure: Garbage put out the morning of pick-up should be in a covered container, or it may be placed in a plastic bag strong enough to withstand weather conditions. Black plastic bags are preferred because they tend to be thicker. Recycling must be placed in the recycle tote provided by the Village of Carol Stream with the lid closed when put out for pick-up.
- C. All trash containers and recycling totes must be kept within the unit at all times except when placed at curbside for pick-up. Trash and recycle totes may be set out for pick-up no earlier than 7:00 P.M. on the day preceding the day on which pick-up is scheduled and must be removed as soon as possible, but in no event later than 7:00 P.M. on the day of pick-up. This rule reflects the Village of Carol Stream ordinance.
- D. It is recommended that Unit Owners put their address on the recycling totes, trashcans and trashcan lids so that they can be returned to the proper unit if blown away on a windy day.

- E. The Unit Owner must remove any litter remaining on the ground from a receptacle after pick-up. Trash and/or trash containers including cans and plastic bags may not be stored in any Common Element or on patios or driveways.

## **22. INSURANCE & CENSUS INFORMATION:**

Unit Owners are responsible to carry HO-6 condominium coverage to cover the unit contents, furnishings, personal property, improvements or betterments and personal liability coverage. (See Declaration, paragraph 4.04 "Owner's Responsibilities"). Owners are required to provide the Managing Agent a copy of the policy Declarations page each year at renewal or in the event the carrier is changed. All policies should list the Forest Glen Townhome Owners Association as an additional insured in care of the Managing Agent. Owners are required to complete and return a Census form to the Managing Agent no later than May 1<sup>st</sup> annually. The Managing Agent is to be advised should personal information change outside of Census submission date.

## **23. IRRIGATION SYSTEMS:**

Irrigation or sprinkler systems are not permitted in Forest Glen unless approval is given by the Board, and they are in accord with Village ordinances.

## **24. LANDSCAPING, ALTERATIONS AND ADDITIONS:**

- A. Flowerpots and other décor pieces combined may be planted, or placed on any porch, patio or driveway with the following limitations:
  - A1. Two on the porch,
  - A2. Four on the patio,
  - A3. Two at the top of the driveway (one on each side of the garage door),
  - A4. Up to four in the existing mulched areas directly adjacent to the homeowner's unit,
  - A5. Homeowners may not place plants in the mulched areas around trees, that are located between the sidewalk and the street.
  - A6. Homeowners may not plant any material in areas other than those noted above.
- B. Perennial plants must be self-supporting and may not exceed four (4) feet in height.
- C. Annual plants must be planted in such a way as to not interfere with the functions of the landscapers and may not exceed three (3) feet in height.
- D. Planted areas must be clearly identifiable.
- E. Shepherd's hooks, not more than six feet high, may be used for hanging baskets, hummingbird feeders and birdhouses and must be placed in the mulched areas adjacent to the unit. In winter, bare shepherd hooks must be taken down and stored in the garage.
- F. Hanging baskets may not be attached to the building or structure nor placed in any other areas.
- G. No more than three poles with one or multiple shepherds' hooks may be used.
- H. Unit owners are responsible for maintaining their personal plantings.
- I. Vegetable and herb gardening is permitted in containers or pots in the back patio areas only, not in the mulched areas.
- J. Unless otherwise mentioned, landscaping maintenance is the Association's responsibility. The Association is not responsible for any damage to personal plantings. See 24 H.
- K. Unit Owners are responsible for watering landscaped areas and trees around their respective Unit and must adhere to Village ordinances regarding outside water use.

- L. Alterations to landscaping such as removal or addition of plants, bushes or sod requires the submission of a written Landscape Modification form, available on website, to the Management Company, and the Board landscape chair and committee for approval.
- M. Trellises must be submitted on a Landscape Modification form for approval by the Landscape committee before installation. Trellises and plants must be self-supporting and not touch the buildings.

**25. LAWN ORNAMENTS:**

Decorative items may include flowerpots and/or shepherd's hooks with hanging baskets. Only reasonable and aesthetically pleasing lawn ornamentation, in the judgment of the Landscape Committee, shall be used. Lawn ornaments may only be placed in the mulched areas adjacent to the homeowner's unit.

**26. LIGHTS:**

Residents are responsible for cleaning of the glass fixtures and replacement of all exterior light bulbs at their own expense. Should not use colored lights except for holiday decorations. FOR SECURITY PURPOSES, GARAGE COACH LIGHTS SHOULD BE ILLUMINATED FROM DUSK TO DAWN.

**27. OUTDOOR COOKING (GRILLS AND DEEP FRYERS):**

- A. Open flame grills (covered gas or charcoal grills) may only be used on ground floor patios and may not be used on balconies or in garages.
- B. Electric grills, approved for indoor use, may be used on patios or balconies.
- C. The use of outdoor deep fryers is not allowed.
- D. Open flame grilling is prohibited in garages.
- E. The minimum fine for any person found to be in violation of this rule will be One Hundred Dollars (\$100.00). In addition to the fine, the Unit Owner will be financially responsible for all costs incurred by the Association in repairing damage caused by an open flame grill or deep fryer. If the Association files an insurance claim to repair property damage, the Unit Owner will be responsible for paying the deductible in effect on the Association's insurance policy. If the Association does not file an insurance claim, the Unit Owner will be responsible for all costs incurred by the Association to repair the damage.

**28. PARKING:**

- A. Village of Carol Stream Ordinance #2000-02-11 rules that on-street parking is prohibited in Forest Glen due to the narrow width of the street.
- B. Outdoor parking of trucks, buses, trailers, recreational vehicles as defined in the Illinois Motor Vehicle Code, as well as commercial vehicles of all types, aircraft, boats, or snowmobiles is prohibited. See Rules 6S, 3 and 4.
- C. Permitted Vehicles (see Definitions Section) registered to Unit Owners and/or Residents are prohibited from parking in those portions of the parking areas designated for guest parking. The simple act of moving a vehicle from one location to another on the Common Property does not satisfy the requirements of a vehicle as being "used or moved". Residents are to park their car(s) in their garage and/or on their driveway. Non-permitted Vehicles may only be parked completely within the Unit's garage so as not to interfere with the operation of the garage door.

- D. Vehicles must not obstruct the sidewalk when parked on the driveway per City Ordinance. Vehicles must not be parked in a manner that obstructs the garages/driveways of any other Unit(s)
- E. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under the vehicle regulations.
- F. Portable Storage devices (PODS), unless approved by the Board, are limited to seven days and require prior board approval. Dumpsters are not permitted.

#### **29. PETS:**

- A. See Forest Glen Declaration 8.07, concerning Pets.
- B. No animals other than dogs, cats or others that have been pre-approved by the Board shall be considered acceptable pets. Pets shall not be bred anywhere on the Property, nor shall any animal be kept, bred or maintained for commercial purpose. No exotics will be allowed.
- C. The size of a dog within any Unit or allowed access to the Common Elements shall not exceed forty-five (45) pounds in order to maintain control, prevent nuisance problems and to prevent danger to the health, safety and general welfare of the Unit Owners. No more than a total of two pets (dogs, cats or Board approved pets) may be kept within any Unit. Only one dog per unit is permitted.
- D. All pets must be on leash with supervision if anywhere on the Property that is outside the boundaries of the Unit itself. Leashes are limited to six feet in length. Tie downs (stake and leash combinations or dog runs) are strictly prohibited.
- E. As a courtesy to neighbors, it is recommended that, if possible, dogs be trained to relieve themselves in the yard before going on a walk. Owners are encouraged to use a water bottle or hose to dilute urine.
- F. Per Village Ordinance, pet owners must clean up IMMEDIATELY after pets. Pet defecation must be disposed of in a proper refuse container. Pet owners must show a visible means of waste removal (e.g. plastic bags). Appliances used to clean up after pets must be stored in the interior of the Unit or garage and may not be left outdoors.
- G. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common property or the Property of any Resident. The Unit Owner is responsible for the actions of any pets residing in or visiting his/her unit. Any additional costs incurred by the Association for the repair of damage, personal injuries, or additional Association liabilities (such as increased insurance premiums) caused by a pet shall be assessed to the Unit Owner.
- H. In addition to Owners' dog, Owners may dog-sit one additional family or friend's dog weighing 45 pounds or less for a period not to exceed ten days total in any one calendar year. If possible, dog sit at the dog owner's home.

#### **30. RECREATIONAL VEHICLES:**

Snowmobiles and ATV's shall not be operated on the Property.

#### **31. RETENTION PONDS:**

There shall be no activities conducted on the retention ponds without Board sanction.

#### **32. ROOFS:**

In order to prevent damage to roofs and in the interests of safety, no one is allowed on the unit/building roofs. Anyone needing access to the roof must have prior written approval from the Board or its agent and must sign a release form to be filed with the Association.



### **33. SATELLITE DISHES:**

- A.** Prior to installing, removing, or changing the location of any satellite dish, permission must be obtained from the Board, and as provided for by the FCC regulations. Homeowner is to contact the Property Manager for written specifications regarding satellite dish dimensions and installation. No more than two dishes are allowed.
- B.** The homeowner will be responsible for any damage done to the roof and/or any common structure in and around the building caused by the installation, removal or location change of the dish.
- C.** If the home is sold the satellite dish must be removed prior to obtaining closing documents from the association.
- D.** Installations must be done by an insured, professional installer.
- E.** Satellite dishes in disrepair or out-of-use must be removed.
- F.** Dish must be installed within 6 feet of the gutter on the lower roof edge to prevent leaking.
- G.** Dish must be installed on a com-deck plate and not directly on the roof.
- H.** Dish must be less than eighteen (18) inches in diameter.
- I.** Owner will be liable for any roof warranty violation.
- J.** All wires and cables must be securely affixed to the building and as out of site as possible. Run under overhang and in corners. No sagging or hanging wires/cables. Install in conduit if possible.

### **34. SEASONAL DECORATIONS:**

- A.** Seasonal decorations may not be installed any earlier than 30 days before the start of a holiday.
- B.** Decorations must be removed no later than 30 days following the end of a holiday.
- C.** Seasonal lights placed on shrubs and trees must not create a safety hazard. This includes, but is not limited to, cords across walkways, sidewalks or driveways.
- D.** Lights may be attached to gutters using plastic gutter clips.
- E.** Homeowners are responsible for repair of any damage caused by the installation of decorations.
- F.** The Forest Glen Townhome Owners Association will not be responsible for injuries that result from installing or removing seasonal decorations.

### **35. SECURITY:**

If any suspicious activities are observed, or if any persons are observed acting suspiciously, notify the Village of Carol Stream Police immediately. Write down any license numbers you observe. Report all security incidents to the Property Manager.

### **36. SIGNS AND ADVERTISEMENTS:**

- A.** Advertising signs for business, commercial or political activities are prohibited everywhere on the Property, except that a Realtor or By Owner "For Sale" sign may be displayed.
- B.** Only two "For Sale" signs are permitted at a unit that is for sale. Signs must be placed in windows only with one posted at the front of the unit and the other posted in the rear.
- C.** "For Sale" signs must be removed by the date of closing.
- D.** Owners are responsible for the conduct of their agents and must be apprised of the community rules.

- E. Small alarm system signs, fire department occupancy window stickers or no solicitation signs may be placed in a window or in the mulched area immediately next to the front or rear entry doors.
- F. Signs may not be attached to the exterior of any building, door, mailbox, lamppost or tree.
- G. Realtors may put up signs for the 2 - 3 hours that they are holding an open house for the properties that they are selling. One sign would be allowed at the entrance, one sign in front of the home for sale, and one sign at the intersection of streets necessary to lead the prospective buyer to the unit. The signs would then be removed at the end of the open house.

**37. SNOW REMOVAL:**

The Association, through its snowplowing contract, has snowfall of two inches or more removed from driveways and sidewalks. Only deicer approved by the Board may be used for deicing. Calcium chloride is the current recommendation. Homeowners are responsible for treating their own driveway and sidewalk to the front door.

**38. SOLICITING:**

- A. Door to door solicitors are discouraged by the Association. Any unauthorized solicitors should be immediately reported to the Village of Carol Stream Police Department.
- B. The Forest Glen residential neighborhood directory is private information. This list may not be used by homeowners/residents as a mailing list for their business or private venture or given to anyone outside of Forest Glen to use as a mailing or telemarketing list.

**39. SPEED LIMITS:**

Speed limit is 10 miles per hour throughout the Forest Glen community.

**40. STRUCTURAL IMPAIRMENT/ALTERATIONS:**

No structural impairments shall be done in, on, or to any part of the building Property that would impair the structural integrity of the building or structure. Attachments of any objects to the outside of the building, unless otherwise indicated in these Rules and Regulations, are strictly prohibited without prior written consent of the Board.

**41. UNIT OWNER RESPONSIBILITIES:**

In addition to those items stated in the Declaration and By-Laws, Unit Owners are responsible for the repair, maintenance and upkeep of all doors, windows, screens, and the interior of their Units. Broken outdoor spigots and exterior electrical outlets will be repaired and paid for by the Forest Glen Board. Replacement doors, windows and screens must be of the same design and construction as the original materials, unless otherwise approved by the Board.

The following applies to execution of exterior work:

- A. Owners wishing to replace window or patio sliding doors must submit a written request to the Board with all required supporting documents as described in the Rules or Declaration. Written approval by the Board is required prior to installation.
- B. Reasonable measures must be taken to minimize the impact to the common area and community while work is being performed. At the end of each workday, jobsite must be cleaned of debris, rubbish, materials and equipment; unit garage should be used to house construction related items overnight if necessary. Common area lawn or patio cannot be used for construction staging or material storage.

- C. As a courtesy measure, owners should notify neighbors/surrounding units of work that will generate excessive noise or disturbance.
- D. Owners must notify vendors that street parking is prohibited. Parking in street for temporary drop off or pick up of materials is allowed, however unit driveway or visitor parking areas must be otherwise used.
- E. Exterior improvements cannot be executed on Sundays, Federal Holidays, Christmas Eve, New Year's Eve, Mother's Day or Father's Day. An exception may be made if the repair is of an urgent nature. Owners should contact the Managing Agent to seek prior approval before commencing work on any of the above referenced dates.

**42. VANDALISM:**

Any acts of vandalism shall be first reported to the Village of Carol Stream Police Department and then to the Property Manager.

**43. WILDLIFE:**

- A. The feeding of any wildlife, other than as specifically approved elsewhere in the Rules and Regulations, is prohibited.
- B. This prohibition includes ducks, geese and feral dogs or cats.
- C. Problems with wildlife, feral cats or dogs off leash should be reported to the Carol Stream Police Department Non-Emergency telephone number (630) 668-2167.

**44. WINDOW COVERINGS:**

- A. Appropriate window coverings should be installed within sixty (60) days of a new homeowner's move-in date. Bed sheets covering windows after 60 days are not permissible and newspapers are never permissible. Window coverings should be limited to white, cream or brown blinds or draperies lined with white or cream colors. Temporary window coverings may be purchased at local hardware stores until permanent window treatments are installed.
- B. Window screens can be removed from the windows from November 1 through March 31<sup>st</sup>. At all other times all screens should be in place within the window frames and be in good repair.
- C. At no time shall plastic or other material be placed or installed on the exterior of windows or balcony porch screens.
- D. Sheffield units (3 story) that had screen enclosures installed on the balconies by the builder for the 2<sup>nd</sup> and 3<sup>rd</sup> floor are considered original equipment and as such need to be maintained in good condition and in place year round. Repair screening must be installed in the original manner or replaced in a manner that has the same appearance and has prior Architectural Committee and Board approval.

**45. WINDOW AND PATIO SLIDING DOOR REPLACEMENT:**

The purpose of these specifications is to ensure correct appearance and correct installation.

- A. Windows and patio doors are to be white vinyl or fiberglass, glazed with Low E argon insulating glass and to have white grills in airspace to match existing pattern. They may be single hung, or double hung, picture and/or horizontal sliding.
- B. Patio doors are to be of like materials to those listed above and configured the same as existing patio doors.
- C. Owners wishing to replace window or patio sliding doors must submit a written request to the Board with all required supporting documents as described in the Rules or Declaration. Literature from the manufacturer, along with before photos, are to be submitted with request.

- D. Installation contractor to supply any bonds and/or permits if required.
- E. Installation process will include:
  - E1. Remove old window sash and frames, leaving the drywall interior returns and interior trim.
  - E2. Remove exterior cedar trim boards to expose the sheathing.
  - E3. Install new partial buck frame applied around opening to fit in rough opening to size of existing drywall returns.
  - E4. Apply ice and water shield across bottom and up sides of buck frame to seal against water infiltration.
  - E5. New windows to be shimmed and fastened securely into buck frame.
  - E6. Insulate with low expansion polyurethane foam to eliminate air infiltration.
  - E7. Apply ice and water shield around exterior of new windows and overlap onto sheathing.
  - E8. Add new or replace existing drip edge across top of opening.

**46. OVERHEAD GARAGE DOORS:**

- A. Clopay is the preferred garage door manufacturer, and their Classic Series Doors are the approved style for replacements. Home Depot carries the Clopay brand and their approved model numbers (prefaced by "HD") are noted below. If an alternate installer other than Home Depot is used, the matching/respective Clopay model number is also provided below:

Clopay Classic Value and Value Plus Series:

- HD2050 or #4050 | 8-panel door (insulated & non-insulated options)

Clopay Classic Premium Series:

- HDP20 / 9200 | 8-panel door; 2" polyurethane insulation
- HDP13 / 9130 | 8-panel door; 1 3/8" polystyrene insulation
- HDG / 4300 | 8-panel door; 2" polystyrene insulation
- Garage Door Windows | Colonial 509 / White with White Grids.

- B. Door exterior color schemes must replicate the original door.
- C. While most doors are white, there are some that are beige. Color sample to be submitted for either white or almond.
- D. If the existing door to be replaced is beige, the respective Clopay door color will be "Almond".
- E. Alternate manufactures of similar style garage doors may be considered but would require additional specifications and color information to be provided with the modification submission.
- F. Owners wishing to replace a garage door must submit a written request to the Managing Agent with all required supporting documentation as described in the Rules or Declaration. In all applications, to replace or repair doors a color sample must be supplied for approval before homeowner will receive approval.

**47. ENTRY DOORS:**

- A. Owners wishing to replace an entry door must submit a written request to the Board with all required supporting documents as described in the Rules or Declaration.
- B. Front entry doors and sidelight
  - B1. Sheffield 3 story homes - 4 panel door with two top lites and full- length side lite with grids in air space. (See attached diagram)

- B2.** 2 story homes - 4 panel door with two top lites and either a one panel or half lite side lite with grids in air space (See attached diagram) or 4 panel door with two top lights. (See attached diagram)
- B3.** Color schemes to be as original with white light frames and grids in air space. Color samples must be submitted before approval.
- B4.** Hardware to be Schlage Polished Brass Grip Handle & Deadbolt.
- B5.** Must have polished brass kick plate.
- B6.** Rear Exterior and Garage Entry Doors, 6 panel or 15 light full view with white flats bar grids in air space.

**48. STORM DOORS:**

- A.** All storm/screen doors are to be fabricated in aluminum.
- B.** All exterior rear doors are to be white in color.
- C.** Storm doors styles are limited to either Full View or Full View with self- storing retractable screens.
- D.** Acceptable door colors are white, dark green or almond.
- E.** Storm door hardware must be brass.
- F.** Glass is to be clear and non-patterned.
- G.** Front storm doors are required to match the color of the neighboring units within the same building.
- I.** The intention of the developer was to have storm door colors match on each building (facing the street). As this has not been consistently executed over time, any unit that is not in compliance must be corrected prior to closing or transfer of title.

# EXHIBIT X

## Storm Door Modification Required Specifications

- **STORM DOORS:**

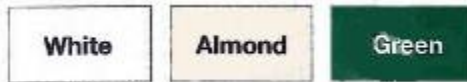
- Owners wishing to replace a storm door must submit a written request to the Board with all required supporting documents as described in the Rules or Declaration.
- Board approval is required before installation.
- Below please find the Board approved options and styles. These doors are by Larson Doors and can be purchased at local hardware stores.
  - Front Storm Doors: Color must match that of the neighboring units within the same building.
  - Back Storm Doors: Color must be white.

### Board Approved Doors & Colors:



Fullview Clear  
146FV

Clear  
149FV



### EasyVent® Selection

STYLE	MODEL	SIZE	SPECIAL STANDARD	CUSTOM
Fullview Clear	146FV	32" x 81" 36" x 81"	34" x 81" Whites, Sandstone only	✓
Fullview Clear	149FV	32" x 81" 36" x 81"	30" x 81" 34" x 81" White only	✓

**Board Approved Handle:** Brass is the only approved handle color.



# EXHIBIT XI

## VIOLATION COMPLAINT FORM

PLEASE NOTE: A Violation Complaint Form must be filled out and submitted in order for the allegations to be considered valid. It may be necessary for you to appear at a Hearing if the Owner disputes the allegations made. After reviewing the complaint and hearing testimony from all present at the Hearing, the Board will determine if a violation has occurred and what action should be taken including, but not limited to, the levying of fines and penalties.

Date of Violation: \_\_\_\_\_ Approximate Time: \_\_\_\_\_

Unit Owner Name:	
Address:	
Phone #: (        )	
Email:	
Date of Event:	Time of Event:
Location & Description of Event:	
Were any other persons present to witness the incident? Yes_____ No_____	
Were any photographs taken? Yes_____ No_____	
Submit this form with any photographs or other relevant information to Association Partners, Inc. 25W560 Geneva Rd. Suite 16 Carol Stream, IL 60188. Form can be faxed to (630) 653-6894; please call to confirm receipt.	

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Address and Telephone #: \_\_\_\_\_

*The above statements are based on my personal knowledge and/or observation. I will cooperate with the Association and its legal counsel to provide additional statements or affidavits if needed. In the event of a hearing or trial, I will appear as a witness*

## EXHIBIT XII

### OMBUDSPERSON ACT / COMPLAINT POLICY

Adopted September 12, 2018, in compliance with Section 35 of the State of the Illinois Condominium and Common Interest Community Ombudsperson Act (765 ILCS 615/35) and is in effect as of January 1, 2019.

1. Unit owners must fully complete a complaint form. (attached)
2. The completed form must be delivered to the Association by hand, via USPS, email or fax, as listed on the form, within (30) thirty days of the date of the event that is the subject of the complaint.
3. Within (30) thirty days of receiving a completed complaint form, the Board will meet in executive session to review it. A final Determination may be decided on at this time. If additional information is required in order to respond, the final determination may be delayed until another executive session is held. Additional information shall be requested promptly by the Board, and the complaining owner shall deliver additional written information to the Association as described in item 2 above, within (10) ten days of the Board's request. Within (30) days after receipt of the additional information, the Board will meet in executive session to decide on their final determination, after review of such.
4. The final determination shall be made in writing, and every effort will be made to make the determination within (90) ninety days of the date of receipt of the complaint. The final determination shall be clearly marked "Final".
5. The decision of the Board to approve the final determination shall be made at a Board meeting, open to the Owners. The details of the complaint or the determination will not be disclosed at the meeting.
6. The written determination shall be issued within (10) days of approval by the Board. The determination shall be deemed confidential and shall not be available to any other person except the complaining owner, the Board, or Managing Agent. The complaining owner shall not disclose the information to any person other than their attorney, except as may be required by law.
7. The above policy procedure shall not be available if the complaining owner owes assessments, fees or funds to the Association, unless the amounts owed are central to the complaint. The procedures will also not be available if there is a pending complaint filed in any court or jurisdiction, or for which arbitration or alternative dispute resolution is scheduled, or has previously occurred, concerning the subject of the complaint. The procedures are also not available to address violations of the Association's Declaration and or Rules for which the Board can levy a fine, as that is governed by a separate procedure.
8. This policy shall be made available to all owners upon request.
9. This policy will become effective January 1, 2019.



THE FOREST GLEN HOMEOWNERS BOARD OF DIRECTORS MAY AMEND THESE RULES AND REGULATIONS AND SPECIAL RULES AND REGULATIONS FROM TIME TO TIME.