

The Citadel on The Pond Townhome Owners Association

Rules and Regulations 2014

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Table of Contents

1.	Assessments
2.	Automobile Parking
3.	Common Area Change Request
4.	Garage Sales
5.	Trash and Recyclables
6.	Home Owners Insurance
7.	Lighting
8.	Nuisances
9.	Personal Property in Common Areas
10.	Pets
11.	Seasonal Decorations
12.	Sign
13.	Snow Removal
14.	Town Home Exterior Restrictions
15.	Violation Policies
16.	Fines
17.	Dumpster Use
18.	Feeding Wildlife
19.	Radon System Requirements
20.	Occupancy Information

1. Assessments

The monthly assessment is due the first of each month. A monthly statement will be mailed by the property manager.

An electronic payment of the monthly assessment can be arranged through the property management company.

If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate on 1% per month in addition to a \$25.00 per month service charge.

Declaration, Article VII paragraph 5 page 27

2. Parking

Each Townhome has a two-car garage for vehicle storage, plus a two-car driveway for your automobiles. All vehicles other than automobiles must be stored in the garage with the door closed.

Parking is prohibited where it impedes the ingress and egress to any driveway, other portions of the Property, or blocking walkways and categorized as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

Guest parking is allowed in the common area lots numbered 1 through 16. The designated parking areas are for guests and not for the residents' private use. Any overnight parking must be reported to the Westmont police to avoid ticketing and/or towing by either the city or the association.

City of Westmont Resolution "97-112 dated 12/15/97
Declaration, Article X, Paragraph 18, 20, and 22, pages 37 & 38

3. *Common Area Change Request*

Please submit, for association approval, a Common Area Change Request form to the property managers if you want to change or alter the common area around your home and on its exterior.

Declaration, Article X, Paragraph 22, page 38

4. *Garage/House Sales*

For reasons of congestion and privacy, garage and house sales are not permitted except on the Village of Westmont Community Garage Sale dates. Any sale of goods outside a unit or with the garage door open is prohibited and classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

Declaration, Article X, Paragraph 22, page 38

5. *Trash and Recyclables*

Trash and recyclable materials are picked up on Thursdays after 6:00 am. Trash containers and recyclables are prohibited from being placed outside before 6:00 pm the day before pickup including holidays, when trash pick up is delayed by one (1) day.

Trash and recyclable containers are to be stored in your garage, until the scheduled pickup date.

Trash and recyclable containers are to be placed at the end of the driveway or on the lawn areas along the street. No containers are to be placed on the street at any time.

Trash containers must have lids securely fastened to the top of the container when placed outside for pick up.

Trash should be set out in rigid plastic containers, and/or dark or white heavy/duty trash bags so the garbage is secure from the wind and wild animals.

Each unit must utilize at least one (1) rigid plastic container for trash and one (1) recycling can for recyclables if set out prior to 6:00 am on the day of pick up. The use of shopping bags for placement of trash outside a unit is not permitted.

Secure recyclable materials in the bins so that the trash does not blow throughout the complex.

A handout regarding the Village Solid Waste program can be obtained from the Village of Westmont.

Any litter remaining on the ground around a unit after garbage pick up should be picked up by the owner of that unit.

Declaration, Article X, Paragraph 9, page 34

6. *Home Owners Insurance*

Homeowners are responsible to provide insurance on their town homes. The insurance must provide protection for fire, extended coverage, additional extended coverage, vandalism and malicious mischief to 100% of the full insurable value, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible.

Declaration, Article VIII, Paragraph 3, page 28,29, &30

Failure to provide proof of the appropriate insurance coverage prior to the expiration date will result in the following:

- a) The Association will fine non-compliant owners' assessment accounts \$5 per day of non-compliance;
- b) Owners not compliant within seventy (60) days of their policy's expiration date will result in the following action:
 - 1) The Association will initiate legal action resulting in a court order requiring the owner(s) to produce the required Proof of Insurance.
 - 2) Insurance Fines will not be reversed.
 - 3) The Association will begin collection action against the owner(s) for the outstanding amounts owed to the Association.
 - 4) The Association will file a lien against the unit(s).
 - 5) The owner(s) will be responsible for all administrative fees, legal fees, and court costs associated with any legal action required to enforce compliance and payment of fines.

7. *Outside Lighting*

Only solar powered lights not to exceed 12" in height may be placed in the foundation areas.

Only 60 watt/130 volt clear bulbs are to be used in the Townhome exterior light fixtures.

Declaration, Article X, Paragraph 22, page 38

8. *Nuisances*

Please exercise reasonable care to avoid making or permitting loud, objectionable, and disruptive noises, inside or outside of your unit, that may disturb other homeowners. These may include musical instruments, electronics (i.e. TV, radios), exercise equipment, animals, and wind chimes.

Declaration, Article IV, paragraph 13, page 35

9. ***Personal Property in Common Areas***

Personal property in the front of each Townhome is limited to a Planter/Pot on either side of the garage door, an American Flag (no wind socks), and flower plantings. Flower plantings used to augment the existing foundation shrubs cannot exceed two feet in height.

No pots, planters, electronic cords, or obstructions should be placed on the sidewalks or driveways.

No obstructions of any nature may be placed on the storm water openings.

All sports equipment must be removed at night and used only in the driveway. Wading pools must never be left unattended or stored outside. If left out over night, all pools will be confiscated.

No storage is permitted at the front entrance, and an attractive window treatment must be applied to garage windows.

Drying of clothes must be confined to the interior of the Townhome.

Patio furniture, grills (with covers when not in use), potted plants, and statuary are allowed on the patio and decks. No storage is permitted on the patios or decks (on or under).

Carpeting of decks is prohibited.

Birdhouses and baths, may be placed in the foundation areas and/or around existing cultivated areas of the trees in the **rear** of the town home. Bird feeders are prohibited within the Association.

10. *Pets*

Yes, our declaration limits the number of pets to two per unit.

Unit owners with pets are responsible for the action of their pets. This will include the immediate removal of any and all waste deposited in the common areas. This is classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

All pets must be leashed and attended when outside the Townhome at all times.

Pets may not be penned or leashed on patios, decks, or front stoops.

Owners are expected to control their dog's barking inside as well as outside the home.

Dogs that exhibit vicious or aggressive behavior are prohibited. This is classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident. After an opportunity for a hearing, a dog determined to be vicious or aggressive by the Board of Directors must be removed from the property within five (5) days.

Declaration, Article X, Paragraph 8, page 34 & 38

11. *Seasonal Decorations*

Seasonal decorations are permitted. All decorations must be removed within 2 weeks after the holidays (weather permitting).

Items in disrepair or not properly maintained may be removed by the property manager after a warning has been issued.

Any damage caused by the decorations will be the homeowner's responsibility.

Declaration, Article X, Paragraph 22, page 38

12. ***Signs***

No signs, i.e., for sale, political shall be placed or erected on homes or common areas.

Real Estate for sale signs may be placed in Townhome windows. A reasonable amount of open house signs may be used but must be removed at the end of the day of the open house.

Declaration, Article X, Paragraph 6 & 22, Pages 33 & 38

13. ***Snow Removal***

The homeowner is responsible for the removal of any snow fall under 2 inches.

The Association will contract a snow removal contractor for any snow fall over 2 inches.

During the snow season all planters must be removed from the common areas. All hoses must be disconnected from the outside faucet, and removed from the common areas.

Declaration, Article VI, Paragraph 5, page 18
Declaration, Article X, Paragraph 22, page 38

14. **Town Home *Exterior Restrictions***

Screen doors can be installed on the exterior of the home. All screen doors are to be white, and be either full or half glass.

The exterior door of each Townhome within the same building must be painted the same color.

No television or radio antennas of any sort shall be placed on the exterior of any Townhome. Satellite dishes may be installed after obtaining written approval from the Board of the Association.

- **Satellite dishes and associated wiring must be removed from the exterior of the unit prior to sale of a unit. Failure to remove will result in the Association removing the dish and wiring at the Unit Owner's cost.**
- **Satellite dishes and associated wiring must be removed from the exterior of the building when service is no longer being used.**

No exterior structure, entrances, additions, additional awnings, coverings, or the like shall be added on any portion of the property. No additional buildings shall be added to the property.

15. ***Violations Policies and Procedures***

The Board of Directors has the power and responsibility to determine if violations of the Rules and Regulations have been made and to levy fines or take other legal action to enforce those Rules and Regulations. The process for owners is as follows:

1. A written complaint is received by the Board from an owner, the property manager, a Board member or other alleging that a violation of the Declaration, By-laws or Rules and Regulations has occurred. The complaint should contain the name of the complaining witness, the name and address of the unit owner responsible for the violation, details of the alleged violation and a signature and date on the complaint. The Board also has the authority to act without a written violation complaint in cases of emergency.
2. The alleged owner shall be notified of the complaint by the Board or property manager. If the owner believes that he or she has been wrongly charged, the owner has the right to request a hearing in front of the Board. The request for hearing must be made in writing within 14 days of the date of the violation notice and sent to the property manager. If no request for hearing is made, the Board may view such inaction as an admission of the alleged violation.
3. If a request for hearing is made, the Board shall conduct such hearing before or after its next regularly scheduled Board meeting. At the hearing, the owner shall present any evidence he or she may have regarding the alleged violation, provided that the Board may adopt further rules related to the length of time for such presentation and the type of evidence allowed at a hearing. After the hearing, the Board shall make its determination and notify the owner of its decision.
4. If the Board determines that a violation has occurred, either after a hearing or without a hearing if one is not requested, the Board may impose fines or take other appropriate legal action against the owner. All costs and expenses involved in assessing and collecting fines or otherwise enforcing the provisions of the Declaration, By-laws, and Rules and Regulations, including reimbursement of all reasonable attorneys fees, shall be charged to the owners account and the owner shall be responsible for reimbursement of these charges to the Association. The remedies herein are not exclusive, and the Board may take any action provided at law, in equity or authorized in the Declaration and By-laws to prevent or eliminate violations thereof or of these Rules and Regulations.

16. Fine Schedule

- a. Level A: Minor infraction of stated rules: Any violations not categorized as Major infractions
 - i. First Violation WARNING
 - ii. Second Violation *for the same infraction* \$ 50.00
 - iii. Third Violation *for the same infraction* \$100.00
 - iv. Continued Violations *for the same infraction* Legal Costs
- b. Level B: Major infraction of stated rules: Feeding of animals, bird feeders, unit rental, unapproved door painting/exterior modifications, and Property Damage to Common Area.
 - i. First Violation \$100.00
 - ii. Continued Violations *for the same infraction* \$300.00 each
plus legal fees

17. DUMPSTER USE

- 1. Notify Management of the date and length of time the dumpster is to be on the property by contacting (708)396-1800 ext. 223
- 2. A Dumpster can be placed only on the owner's driveway, not the common driveways, streets, or parking bays.
- 3. Plywood must be placed under the dumpster and removed when the dumpster is picked-up.
- 4. Any damage caused to the property due to the use of the dumpster will be the homeowner's responsibility to repair to the Association's satisfaction within twenty (20) days or the Association will make the necessary repairs and charge back the cost to the owner's assessment account.

18. Feeding of Wildlife

- 1. The feeding of wild animals or leaving food outside for wild animals is not permitted.

19. Fire Pits/Grills

Fire pits are prohibited within the association.

Charcoal grills are only allowed on patios not located under a deck.

This is classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

20. Exterior Door Hardware

Door hardware on all front entry doors must be bright brass colonial style to provide uniformity throughout the community. Pewter hardware installed prior to the date of this rule with an approved exterior modification on file are grandfathered. This is classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

Declaration, Article X, Paragraph 2, page 32

21. Drone Operation

Operation of drones or remote-controlled aircraft is prohibited throughout the association except for approved commercial use. This is classified as a Level B: Major Infraction with an immediate fine of \$100 and \$300 plus legal fees for each subsequent incident.

22. Flag Poles and Flags

Only American and US Military flags are permitted.

The flag will be displayed in accordance with U.S Code Title 4, Chapter 1 - Flag Dignity.

The standard flag size is 3 x 5 Feet.

The flag mount bracket will be of white rust proof material and will be set to hold and maintain the flagpole at a 45-degree vertical angle.

The flagpole should also be a rust proof material.

If the unit is an end unit (Kensington, Wellington, or Summerset models), the flag should be mounted on the front porch post with the bracket mounted five feet from the porch to the bracket.

If the unit does not have a front porch post (interior Summerset and all Rembrandt models), the bracket should be mounted in the wood eight feet from the garage apron above the garage door. This height allows for clearance, so that the flag will not hit a car entering or leaving the garage.

23. Procedure for Approval of Radon Abatement System Installations

1. All Required Documentation must be submitted as one (1) packet to the Management Firm for the Board's review prior to the installation of the system.
2. The request for the installation of a Radon Abatement System must be approved by the Board of Directors prior to the system's installation.
3. The Board of Directors will provide approval or notification of required changes within five (5) days of receipt of the request, or reasonable amount of time if the entire Board is not available (i.e. hospitalized, out of town, etc)
4. Any exterior components of the system must be white in color.
5. Any exterior mounting hardware must be white in color
6. Required Documentation:
 - a) The Unit Owner must complete an Exterior Modification Form with all of the requested information on the form.
 - b) The Unit Owner must submit the installation proposal from the contractor with the contractor's rationale for the location and type of installation. This description **MUST** include reasons why alternative installations and locations cannot be utilized.
 - c) The Unit Owner must provide the license number of the contractor who is installing the system, required under the Radon Industry Licensing Act.
 - d) Only contractors licensed under the Radon Industry Licensing Act may install a Radon Mitigation System as required by law.
 - e) The Unit Owner must supply a current copy of the contractor's Certificate of Insurance.
 - f) The Unit Owner must sign and submit the Radon Abatement System Hold Harmless Agreement, which releases the Association from any liability or additional maintenance arising from the installation of the system.
7. Any required maintenance or repairs to the system must be completed within fourteen (14) days of being notified by the Association.

PREPARED BY and MAIL TO
Keough & Moody, P.C.
1250 E. Diehl Road, Suite 405
Naperville, IL 60563

CITADEL ON THE POND
HOLD HARMLESS AGREEMENT RADON SYSTEM

In consideration of the granting of approval and authority to commence installation, the undersigned parties hereby covenant and promise to hold harmless the Citadel on the Pond Townhome Owners Association ("Association"), its Board of Directors, agents or employees from any and all damage, loss, cost or expense which they may incur as a result of the installation or repair of any Radon mitigation system which will be installed at _____, on behalf of _____, the owners, thereof. This Agreement shall be binding on the undersigned, and subsequent owners, transferees or assigns of the property ("Unit Owner").

SEE ATTACHED LEGAL DESCRIPTION OF PROPERTY

Further, the undersigned acknowledges that the Radon mitigation system may be attached to, or effect, the Common Areas of the Association and any maintenance of that system shall be undertaken by the unit owner at the request of the Board. In the event the proposed improvement shall require maintenance or repairs of any sort, and, after reasonable notice, the Unit Owner fails or refuses to make that maintenance or repair, the Board may do so and the Unit Owner shall be responsible for the reimbursement to the Board of any and all costs and expenses.

Further, any and all reasonable attorneys fees, costs or expenses incurred by the Association, its Board, agents or employees in enforcing the provisions of this Agreement shall be reimbursed to the Association.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Date: _____ Unit Owner _____

Unit Owner _____

ACCEPTED:

Citadel on the Pond Townhome Owners Association

By: _____

EXHIBIT A
LEGAL DESCRIPTION

PROPERTY ADDRESS:

PIN:

24. *Occupancy Information*

Units Owners are required to submit a Census Form every two (2) years to the Management Company. These Census forms will be due every other year by January 31st, even if no information has changed. Copies of this form are available on the Association's website or by contacting the Management Company. In the event that any information changes throughout the two years, it is the Unit Owner's responsibility to submit an updated Census form. Failure to provide or maintain an updated Census Form will result in a fine of \$100 each month until the Census Form is received by the Management Company.

CITADEL ON THE POND TOWNHOME OWNERS ASSOCIATION

COMMUNICATIONS POLICY

Any requests or concerns must be either written in a letter to the Board as a whole through the Management Company via email (epi@epimanagement.com), fax (708-396-9831), postal service (C/O EPI Management Co. LLC, 14032 South Kostner Avenue, Suite M, Crestwood, IL 60418), or called in to the Service Department at (708) 396-1800, extension 219, for the Board's review at an open Board Meeting. Owners may also present their requests or concerns to the Board during the Homeowners' Forum at the regularly scheduled Board Meetings.

Requests for general advice can be directed to a Board Member; however, Board Members are not able to address an issue that requires a vote of the entire Board.

Unit owners with any comments, requests, or concerns should NOT be communicating with any contractor working on the property. Owners are reminded to NOT confront or contact the Association's contractors directly, as the Board of Directors must approve any deviation from the scope of work given to the contractor prior to any request being completed. In addition, follow up by Board or the Management Company cannot be done for any concerns not reported to the Management Company. Any and all concerns about any work being conducted on the property should be communicated directly to the Management Company via email at epi@epimanagement.com, via a letter using U.S. mail, by calling (708) 396-1800, extension 219 (Service), or during the Homeowners' Forum at the regularly scheduled Board Meetings.

For the purpose of this rule only, any violation of this rule will result in an immediate fine assessed against the offending homeowner(s) in the amount of \$250.00/occurrence. The Board of Directors has the discretion to pursue all additional reasonable measures to enforce compliance, the costs of which will be assessed to the offending homeowner(s) account.