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**BIRCHWOOD
TOWNHOUSE
ASSOCIATION**

**RULES AND
REGULATIONS**



Doc#: 0411432041
Eugene "Gene" Moore Fee: \$62.50
Cook County Recorder of Deeds
Date: 04/23/2004 11:04 AM Pg: 1 of 20

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This document is recorded for the purpose of establishing Rules and Regulations (hereafter the "the Rules") for the Birchwood Townhouse Association, (hereafter the "Association"). The Declaration of Easements and Covenants for Birchwood Townhouse Association was recorded as Document No. 87257061 with the Cook County Recorder's Office, Cook County, Illinois.

**This document prepared by and after
recording to be returned to:**

ROBERT B. KOGEN
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143751\2 4/15/2004

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BIRCHWOOD TOWNHOUSE ASSOCIATION

RULES AND REGULATIONS

TABLE OF CONTENTS

Section 1	General Rules.....	1
Section 2	Management Agent/Representative	1
Section 3	Assessment Fees	1
Section 4	Noise	2
Section 5	Signs; Advertising.....	2
Section 6	Storm Doors/Doors.....	2
Section 7	Firewood.....	2
Section 8	Garage Sales/Yard.....	2
Section 9	Television Signal Reception/Satellite Dish	3
Section 10	Windows.....	3
Section 11	Pets	3
Section 12	Insurance Requirements	4
Section 13	Parking	5
Section 14	Seasonal Decoration.....	8
Section 15	Roofs/Gutters/Siding/Cement/Tuckpointing.....	8
Section 16	Landscaping.....	8
Section 17	Enforcement Policies.....	9

Forms

Architectural Control Agreement.....	11
Architectural Improvement Application	14
Violation Reports	15

SECTION 1 - GENERAL RULES

- A. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth herein. To the extent that the provisions of applicable law, the Declaration, By-Laws or the rules and regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and rules and regulations, in that order.
- B. These rules and regulations are binding on all unit owners, residents, their families, guests and tenants. Exceptions to the rules may be made only in writing, signed by the Board or its duly authorized agent(s), following a written request by a unit owner.

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INTRODUCTION

The Association welcomes you to Birchwood Townhouse Association. We sincerely extend our best wishes to you in your new home and hope you enjoy living in our community.

The Association is administered by a Board of Directors elected by the owners and employs a professional management company to handle the day-to-day business of the complex. The Board of Directors is responsible for hiring contractors to perform all of the maintenance and services of the Association. An information sheet on the current management company is enclosed with this booklet.

For emergencies, questions and complaints, please contact the property manager. If you feel it is necessary to address the Board of Directors, please do so in writing in care of the property manager or plan to attend one of the scheduled Board meetings.

As we wish to maintain a first class community, we feel sure you will recognize the need for Rules and Regulations to keep things running smoothly and to ensure a pleasant, comfortable and enjoyable environment. The information contained in this booklet is designed to achieve and maintain this goal, as well as to comply with the Association's Declaration and By-Laws.

It is recommended that unit owners thoroughly review their copy of the "Declaration of Easements and Covenants" for additional information regarding rights and responsibilities of ownership. Each resident should have a copy. Replacement copies of both the Rules and Covenants can be obtained at current printing costs.

The Association realizes that most residents routinely observe the Rules and Regulations. However, for the benefit of community harmony, it is necessary to clearly identify Association policy.

We enlist your cooperation and request that you report any violations you observe to the management company.

Thank you,

The Board of Directors of
Birchwood Townhouse Association

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SECTION 1 - GENERAL RULES

- A. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth herein. To the extent that the provisions of applicable law, the Declaration, By-Laws or the rules and regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and rules and regulations, in that order.
- B. These rules and regulations are binding on all unit owners, residents, their families, guests and tenants. Exceptions to the rules may be made only in writing, signed by the Board or its duly authorized agent(s), following a written request by a unit owner.

SECTION 2 - MANAGEMENT AGENT/REPRESENTATIVE

- A. The management agent/representative reports directly to the Board of Directors and handles the day-to-day affairs of the Association. This agent has been selected by the Board of Directors to offer professional guidance in the selection of the contractors, handling homeowner correspondence and complaints, on-site inspections, enforcement of the rules and regulations, accounting and record keeping of assessment payments, investment of funds, liaison with the Association's appointed attorney and attendance at Association meetings to report on the current status and condition of the Association's business.
- B. The management agent/representative should be contacted by phone or in writing if a homeowner has a problem, question or complaint with regard to any of the above noted areas. The Board of Directors is informed of all such contact. Decisions are made at each Board meeting and the best course of action is then decided. Emergencies are handled as quickly as possible. Contact can be made twenty-four (24) hours a day, if necessary.
- C. Please see attached cover sheet for management information.
- D. All unit owners and residents are required to furnish the management agent information on occupants of the unit and names of people to contact in case of emergencies which could require entrance into your unit by police, fire or special service personnel.

SECTION 3 - ASSESSMENT FEES

- A. The yearly assessment fee is a viable part of every homeowner's investment. Assessments are due and payable thirty (30) days after annual billing. Checks are to be made payable to Birchwood Townhouse Association and must be received when due or a late fee will be charged. The late fee is subject to change by the Board.

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- B. Unit owners will be assessed an administrative charge as well as all costs for checks returned for insufficient funds.
- C. Payment in full is required when due. Assessments that are not paid by the required date will accrue late fees until all charges have been paid in full. Assessments or other charges in excess of sixty (60) days past due will be placed with the Association's attorney for collection. All fees and costs incurred as a result of this collection process will be charged back to the homeowner.

SECTION 4 - NOISE

As a courtesy to your neighbors, please refrain from unreasonable noise or disturbance in such a manner as to disturb or annoy other residents in the common area and adjoining buildings.

SECTION 5 - SIGNS; ADVERTISING

- A. No signs, advertising or other displays shall be maintained or permitted on any part of the property except "For Sale" or "For Rent" signs may be placed in the front unit windows of the unit but not on outside lawns, doors or exterior walls. "Open House" signs are permitted on the day of the open house and must be removed immediately after the open house.
- B. Units are to be used for residential purposes only. No commercial, charitable or religious activities may be conducted other than the receipt and making of telephone calls, sending and receiving mail and the keeping of personal, business and professional records.

SECTION 6 - STORM DOORS/DOORS

Storm doors must conform to the following guidelines:

- A. Storm doors must comply with architectural configuration of the model.
- B. Storm doors must be kept in good repair. They may not be cracked or broken.

Owners may install storm doors after prior approval from the Board. Prior to granting such approval, the Board may review the specifications and color of the door.

SECTION 7 - FIREWOOD

- A. All firewood must be stored inside homeowner's unit.

SECTION 8 - GARAGE/YARD SALES

Garage sales are permitted one weekend per year, per unit. Management must be informed at least seven (7) days prior to the sale date. Buyers coming to the property must not walk on another's lawn.

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SECTION 9 - TELEVISION SIGNAL RECEPTION/SATELLITE DISH

- A. No antennas or satellite dishes may be attached or mounted to any portion of the property unless it is contained on portions of property within owner's exclusive use or control.
- B. Satellite dishes or outside antennas must be installed on chimneys provided the wiring enters from the rear into the unit. No wiring may be on the front of the building.

SECTION 10 - WINDOWS

- A. Temporary window coverings such as sheets, bed spreads, blankets, etc., must be removed within thirty (30) days after occupancy.
- B. The unit owner has the responsibility to immediately repair broken windows, storm windows, doors and screens.
- C. Torn or unsightly window and door coverings are not permitted.
- D. It is the unit owner's responsibility to maintain all screens and windows in working order. Popped out screens or portions thereof are not permitted.
- E. It is the unit owners' responsibility to wash his/her windows. It is the Board's suggestion (that this is done two (2) times per year).
- F. Replacement of windows and doors is the responsibility of unit owner.
- G. Replacement windows must conform to existing windows. Double hung windows or glass block windows are forbidden. All owners who need to install windows must submit plans and specifications to management for approval.
- H. All non-conforming windows must be removed by the owner upon notice from the Board.

SECTION 11 - PETS

- A. No animals, other than dogs, cats, birds, fish or animals reasonably considered to be household pets, shall be raised, bred or kept anywhere on the property, nor shall any animals be kept, bred or maintained for commercial purposes. Household pets shall not include pot belly pigs, livestock, exotic mammals, etc.
- B. All pets must be restrained on a leash when outside a unit. The pet's conduct and activities must be controlled by its attendant to prevent damage to common/ private areas and danger or injury to persons, property or other pets.

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- C. No pet may be left unattended outside at any time.
- D. No dog houses, pens or pet runs are permitted on any property, common or private.
- E. Pets shall not be permitted to defecate on any common property. If an accident occurs on common or private property, pet owners must clean up after their pet immediately. Any owner neglecting to do so will be fined.
- F. No pet shall be allowed to create a nuisance, unreasonable disturbance or damage any common property or the property of any other resident.
- G. Owners and tenants shall not use their units as pet-sitting business.
- H. All unit owners are responsible for the actions of the pets residing in or visiting their unit. Any damage caused by these pets to the common elements shall be repaired by the unit owner/tenant.
- I. Any unit owner, lessee, Association officer or employee noting litter or damage to any property caused by a pet, shall report the litter or damage to the management agent, identifying the pet, the owner of the pet and/or the unit in which the pet is kept.
- J. The Association, upon notification as provided herein, shall notify the pet owner, the unit occupant and the unit owner of the litter and/or damage caused to any property in accordance with the enforcement procedures set forth herein.

SECTION 12 - INSURANCE REQUIREMENTS

A. Dwelling Unit Insurance

1. Each owner of a dwelling unit shall be responsible for and shall procure fire and all risk coverage insurance upon such owner's dwelling unit for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form and for such premiums and period as he may determine to be appropriate. Each owner shall also be responsible for his own insurance on the contents of his dwelling unit and furnishings and personal property therein.
2. Each owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such owner's dwelling unit, as required under this Section, is in effect, and that said policy shall not be canceled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an owner fails to procure or keep in effect a policy of insurance as required under this Section and provide proof thereof to the Board, then the Board may, on behalf of and as agent for such owner, obtain such insurance on the owner's dwelling unit with a company in a form and for

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a premium and period as determined by the Board to be appropriate and the cost thereof shall be charged to the owner.

3. No owner shall cause or permit anything to be done or kept on the premises which will result in the cancellation of insurance on such owner's dwelling unit or any other dwelling unit.
4. The Board strongly suggests that each unit should have operational smoke detectors on each level.

B. Association's Responsibility

1. Community Area Insurance

- (a) Fidelity bonds indemnifying the Association, the Board and the owners for loss of funds resulting from fraudulent or dishonest acts of any employee or agent of the Association.
- (b) Directors and Officers insurance as the Board deems appropriate.

SECTION 13 - PARKING

A. Permitted Vehicles

1. Passenger type automobiles having no more than five entry doors, specifically excluding limousines or hearses used for personal purposes.
2. Lightweight recreational motor vehicles, mini-vans and small trucks, excluding campers, provided that the lightweight recreational vehicle shall have an "RV" or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than 5,000 pounds, shall have an overall length of less than twenty (20) feet and shall have an overall width of less than seven (7) feet.
3. Motorbikes and motorcycles that are registered and licensed to be driven on Illinois roads, streets and highways only. Motorbikes and motorcycles must be parked in the dwelling unit owner's parking space and not in yards or on patios or any other common areas.

B. Non-Permitted Vehicles

1. All vehicles **other** than those defined above as permitted vehicles or any vehicles without current state license plates and appropriate municipal vehicle stickers or commercial vehicles of any type, including commercial vans, trucks or commercial pick up trucks having advertising on the body are not permitted vehicles unless written consent of the Board is granted. Consent, if granted, can be rescinded at **any** time by the Board of Directors if warranted by complaint, obstruction or nuisance.

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2. Boats, watercrafts, snowmobiles, cement-mixers, tow-trucks and trailers are considered non-permitted vehicles.

C. General Rules

1. No permitted vehicle shall be parked, maintained or stored so as to obstruct passage of other permitted vehicles or emergency vehicles.
2. Vehicles of any type are restricted to the designated parking areas of the Association, unless specifically authorized by the Board. There shall be no parking on routes of passage across any other portions of the community areas, including all turf areas, sidewalks and fire lanes.
3. Unattended parking in fire lanes is strictly prohibited and will be towed at owner's expense.
4. The Association, or its agent(s), when notified of a possible violation of any of the above noted rules, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take the following actions, in addition to removal of the vehicle, for the reasons and under the circumstances noted:
 - (a) Attach a notification sticker to the vehicle.
 - (b) Identify or attempt to identify the vehicle owner and notify said owner of the violations.
 - (c) Notify the City, and if applicable, request they issue a citation and/or remove said vehicle.
 - (d) Follow the procedures set forth in the Enforcement Policies Section hereof.
5. Any vehicle that is parked, maintained or stored on the community area other than the driveways, and in particular on the fire lane/designated walkways which is bordered by yellow striping, may be removed by the Association at the vehicle owner's expense.
6. Upon receipt of Notice of Violation, a dwelling unit owner must follow the procedures set forth in the Enforcement Policies.
7. Fines shall be issued for a violation or violations of the above regulations in accordance with the schedule set forth in the Enforcement Policies.
8. The Board is hereby authorized to execute a contract with a towing company or individual to effect removal of vehicles pursuant to authorization under these rules and regulations.

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9. **All** visitors are requested to use street parking whenever possible. It is the dwelling unit owner's responsibility to inform visitors to use the street parking areas whenever possible.
10. The blocking of garbage truck ingress/egress is also strictly prohibited on designated garbage pick-up days. The dwelling unit owner will be held responsible for any additional charges incurred for extra garbage pick-ups.
11. Disturbances such as hot rodding, tire squealing, racing, etc. are strictly prohibited at all hours.
12. Campers, boats, watercrafts, recreational vehicles, semi-trailers, snowmobiles, cement mixers, commercial vehicles, trailers and motorcycles are strictly prohibited in the driveways, auxiliary parking areas, patios or any common areas, except that motorcycles may be parked in the unit owner's parking space.
13. Abandoned motorized vehicles or illegally parked vehicles will be towed at the vehicle owner's expense. A vehicle is deemed abandoned if:
 - (a) It is in a state of disrepair rendering it incapable of being driven.
 - (b) It has not been used or moved for ninety (90) consecutive days or more and is apparently deserted. If a validly parked vehicle will not be moved or used for more than ninety (90) days, the Board of Directors must be notified in writing.
 - (c) The license plate and/or City sticker have expired.
 - (d) The acts of the owner and condition of the vehicle(s) clearly indicate it has been abandoned.

D. Miscellaneous

1. Dust mops, rugs, etc. shall not be stored or displayed outside.
2. Railings and light fixtures must be replaced with similar like and kind, including color and materials.
3. The dwelling unit exterior must be kept clear of all debris and rubbish. Garbage must be kept in proper containers. Lawn furniture, chairs and toys shall not be stored and left overnight in front of the unit.
4. Any repair due to damage to dwelling unit exteriors made necessary by the owner will be billed back to the unit owner or his agents responsible for the damage. Vandalism directed toward dwelling unit exteriors will be fined according to the schedule of fines in the Enforcement Policies Section hereof.

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5. No alterations of any kind may be made to the exterior portions of any building, including roofs, tuckpointing, windows, doors, fences siding and the like. Any proposed alterations which change the appearance of any building or common area must be submitted in writing to the architectural committee or Board of Directors for approval prior to any changes being made. Any changes within a unit which alters the structure in any way must also be approved by the Board of Directors.

SECTION 14 - SEASONAL DECORATION

- A. Seasonal decorations visible from outside the building may be installed no earlier than thirty (30) days prior to and shall be removed no later than thirty (30) days after the date of the holiday.
- B. No decorations which create a safety hazard or cause damage to the property are permitted.
- C. Any damage caused by seasonal decorations will be repaired with all costs charged to the unit owner.

SECTION 15 – ROOFS/GUTTERS/SIDING/CEMENT/TUCKPOINTING

- A. Owners must maintain, repair and/or replace the roofs, gutters, siding and cement serving their units.
- B. If a roof, gutters, siding or cement is in need of replacement, all units affected must pay their equal share of the cost incurred to repair the unit in a timely manner.
- C. Each unit shall pay one-fourth (1/4) of the total cost for the new roof or any project. To the extent the gutters, siding or cement are shared between owners, the cost to repair shall be split as well.
- D. If any owner fails to pay his/her share of the cost, the Association may do so and charge the cost back to the owner. This amount shall be added to the owner's assessments. If legal action is necessary, attorney's fees will also be charged back to the owner.
- E. Owners shall be responsible for tuckpointing. Tuckpointing must be done in accordance with original construction. If one unit in the building needs tuckpointing, all units must be tuckpointed and the total cost divided equally.

SECTION 16 - LANDSCAPING

- A. Owners are responsible to landscape their property. This includes grass cutting, weeding, watering and trimming of bushes and trees. Professional landscaping is highly encouraged.

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- B. Bushes may be no taller than four feet.
- C. Fences are allowed in the rear of the property, no higher than four (4) feet, but not allowed in front of the property.
- D. If an owner fails to maintain his/her property, the Board will do so and assess the costs back to the owner. If legal action is necessary, attorney's fees will also be charged back to the owner.

SECTION 17 - ENFORCEMENT POLICIES

- A. If someone is believed to be in violation of any of the provisions of the Declaration, By-Laws or rules and regulations, a signed, written complaint must be submitted by an owner, the management agent, a resident or a member of the Board of Directors to the Board. (Forms are available from the management agent or Board of Directors.)
- B. The Board may send a warning notice. However, if the conduct warrants it, the Board reserves the right to assess a fine in which case the owner will be entitled to notice and an opportunity to be heard.
- C. The fine shall be in a reasonable amount to be determined by the Board. If the fine is of a continuing nature, the Board may assess a daily fine until the violation is corrected.
- D. In the event of any violation of the Declaration, By-Laws or rules and regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending owner at the time they are incurred.
- E. Any damage to Association property for which a party is found responsible under these rules and regulations may also be assessed as an additional charge.
- F. In addition to the foregoing assessment and in order to encourage unit owners to correct any violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association may assess any unit owner with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.
- G. Any unit owner failing to pay any other charges imposed within thirty (30) days of notification that such charges are due, shall be subject to all of the legal or equitable remedies available for collection. All charges imposed shall be added to the unit owner's account and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

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- H. Notices are deemed served either by personal delivery or by regular mail following two (2) days after deposit in United States Mail and in the case of certified/registered mail, return receipt requested, postage prepaid, to the unit owner at the unit address or to such other address as the unit owner shall have previously filed with the Board. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

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Birchwood Townhouse Association ARCHITECTURAL CONTROL AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between _____ and the * Association, an Illinois not-for-profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, pursuant to Article _____ of the Declaration of Covenants for the * Association, the Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized committee are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association's common elements; and

WHEREAS, Unit Owner is desirous of constructing a certain addition, improvement and/or alteration of the common elements in conformity with the requirements of the Declaration and uniform standards adopted by the Board of Directors of Association.

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration it is hereby agreed as follows:

1. That Unit Owner shall submit to the Board of Directors and to its duly appointed Architectural Control Committee an application form for "Architectural Improvement" (copy attached hereto as Exhibit A and made part hereof).
2. In the event Unit Owner uses a contractor, the contractor must provide the Association with a Certificate of Insurance.
3. Within 45 days of receipt, the Board or its duly authorized agent shall notify Unit Owner in writing of its decision to approve or reject Unit Owner's proposed improvement. Please do not make unreasonable requests.
4. In the event Unit Owner's improvement is rejected, Unit Owner may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. The first resubmittal shall be treated as an initial application.
6. In the event Unit Owner is unconditionally rejected, Unit Owner may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
 - A. In the event of an appeal by a Unit Owner, Unit Owner shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.

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- B. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner of its decision in writing within forty-five (45) days of said meeting.
- C. The decision of the Board of Directors pertaining to Applications for Improvements Appeals shall be final and binding on Unit Owner.
7. In the event of Board approval, Unit Owner shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
8. Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its agent and Unit Owners from any and all claims, controversies, or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorneys fees resulting therefrom.
9. Unit Owner, his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
- A. If at any time Unit Owner fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this agreement in writing.
- B. Unit Owner shall bring the improvement into compliance within ten (10) days of the date of said notification.
- C. Failure of Unit Owner to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
- D. Any and all expenses, including attorney's fees incurred by the Board in making said repairs, maintenance or restoration, shall be assessed to Unit Owner's account.
10. In the event Unit Owner constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common areas or lot to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement. The Board's right of entry is unqualified and in conformance with the Declaration.
11. Upon transference of ownership of his unit, Unit Owner shall inform successor in title, including any tenant or purchase, by Articles of Agreement for Warranty

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Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.

- 12. Time is of the essence of this agreement.
- 13. This agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS _____ DAY OF _____, 20____.

BIRCHWOOD TOWNHOUSE OWNERS:
ASSOCIATION, an
Illinois not-for-
profit corporation

By: _____
Its President

ATTEST:

By: _____
Its Secretary

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Birchwood Townhouse Association

ARCHITECTURAL IMPROVEMENT APPLICATION FORM

NAME _____ DATE _____

ADDRESS _____

TELEPHONE _____

NATURE OF IMPROVEMENT _____

COLOR _____ STYLE _____

LOCATION _____ DIMENSIONS _____

CONSTRUCTION MATERIALS _____

SUPPLIER _____ APPROX. COST _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED
AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rule concerning
the proposed improvement. We agree to abide by the rule set forth by the Board of
Directors and will be solely liable for up kept maintenance on this improvement.

DATE _____

SIGNED _____

(homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____

DATE APPLICATION REC'D.: _____

INSPECTED BY: _____

RECEIVED BY: _____

INSPECTED ON: _____

DISAPPROVED BY _____

REASONS FOR DISAPPROVAL _____

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Birchwood Townhouse Association

VIOLATION REPORT

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at the next regularly scheduled Board Meeting on _____ at approximately _____ p.m. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: _____

Address: _____

Unit No. _____

Violation Location: _____

Date of Violation: _____

Approx. Time: _____

VIOLATION(S): _____

Report submitted by: _____

Phone: _____

Address: _____

Signature: _____

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Birchwood Townhouse Association

Date: _____

TO: Unit Owner _____

A Violation Report form has been filled out accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was violated by: _____

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on _____ at approximately _____ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesaid date with or without your presence.

Very truly yours,

Birchwood Townhouse Association

cc: Occupant if rental

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Birchwood Townhouse Association

DATE: _____

TO: Unit Owner _____

On this _____ day of _____, 20____, the Board found you to be in violation of the Declaration, By-Laws or Rules and Regulations of the Association regarding:

This was violated by: _____

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of \$ _____ have been assessed against your unit.
- () The Board has determined that a subsequent violation has occurred and costs and expenses of \$ _____ have been assessed against your unit. As such, we have been instructed to inform you that legal proceedings will be instituted if further violations occur.
- () As a result of a subsequent violation, legal fees in the amount of \$ _____ have been incurred by the Association and these expenses are being charged against your unit.

Please see Page(s) _____ of the Rules and Regulations regarding this violation (copy attached).

Very truly yours,

Birchwood Townhouse Association
Board of Directors