

Villa Olivia Townhouse Association No. 1

Rules and Regulations

DEFINITIONS

Please see the Association's Declaration for Definitions.

GENERAL PROVISIONS

The use, maintenance, and operation of the Common Area shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Area without the prior consent of the Board, except as hereinafter expressly provided. Each Unit shall be maintained and kept in good order and repair by the Unit Owner.

Nothing shall be done to or kept in any Unit or the Common Area that will increase the rate of insurance on the Building, or the contents thereof, without the prior written consent of the Board. Nothing shall be done to or kept in a Unit or in the Common Area that would be in violation of any law.

No obnoxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or Occupants.

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Unit or Common Areas. All Common Areas shall be kept free and clean of rubbish, debris, and other unsightly materials.

ALTERATIONS & ADDITIONS

- A. No alterations or additions may be made to any of the Common Areas, the exterior surfaces or structural components of the Dwellings and garages without the prior written consent of the Board of Directors.
- B. Should you wish to make an alteration or addition to the exterior surfaces or Common Area at your address, please complete an Architectural Control Form and return it to the managing agent. The managing agent will submit the form to the Board of Directors for approval/disapproval. **ARC forms for any alterations or additions are valid for one year from the date of approval.**
- C. Garage doors are the responsibility of the homeowner and must meet current standards. An Architectural Control Form must be submitted to the Board for approval prior to the replacement of the garage door. It is at the Boards discretion that both single doors be replaced for consistency/conformity. Doors are Clopay Model #4300 Elegant Short Raised 4 Panel, with 8 raised rectangular squares for

double doors and 4 raised for single doors, Steel 2" Insulated Garage Door – Almond Color – 8 squares across for double door and 4 across for single door. Available at Home Depot and other Clopay distributors: At Home Depot, there are three different models which match our garage doors. HDG, HDP13, and HDP20. These doors vary in the insulation but match the outside look of the door.

ASSESSMENTS

In order to meet monthly operating expenses and in accordance with the Bylaws, assessment fees must be paid on or before the first (1st) day of each and every month when due. The Management Company will present the options for the method of payment.

Assessment payments not received by the Management Company on or before the fifteenth (15th) day of each month will be considered late/delinquent. A late/delinquent payment fee (based on current fee structure) will be charged to any account with a balance due after the 15th of each month. Proper legal action may be pursued according to the Association's Assessment Collection Policy.

EXTERNAL HOLIDAY & SEASONAL DECORATIONS

- A. **Decorations are not permitted on roofs, sidewalks, driveways or common areas. Decorations are allowed on decks and garden/mulch areas. Garden/mulch areas are the non-grass areas adjacent to the home and deck.**
- B. The Board of Directors reserves the right to declare a decoration or decorations to be offensive and/or inappropriate and to require the removal of same.
- C. Any damage caused by the displaying of decorations to the building or Common Area shall be repaired by the Association and the costs will be added to the Owner's assessment accounts.
- D. Decorations for the Winter holiday season may be displayed the Saturday before Thanksgiving until January 31st (removal requested sooner if weather permits), at which time all decorations must be completely removed. In the event that said decorations are not removed within the time period provided, the Association may see to such removal at the Owner's expense. **Holiday lights are permitted on gutters. Holiday wreaths and other décor are permitted on front doors and entrances.**
- E. **Decorations for all other holidays may be displayed by unit owners when the previous holiday decorations have been removed (only 1 holiday's decoration permitted at a time) and must be removed 1 week after the holiday. No ARC form is required.**

- F. **Seasonal decorations may be displayed by Landscape Commission at entrances adhering to the schedule below but must be non-denominational. Decorations for various holidays may be displayed by homeowners within the community guidelines as follows:**

Autumn/fall – Day after Labor Day until Saturday before Thanksgiving. (May include Halloween.)

Winter – Saturday before Thanksgiving until end of February (includes Valentines Day).

Spring – March 1 through May 31 (includes St. Patrick's Day and Easter).

Summer – June 1 through Labor Day (includes 4th of July).

- G. **For special events held by unit owner which would require use of common area (such as outdoor parties) and/or temporary items to be used in the common area (such as tents, tables, chairs), an ARC form is required with Board approval. Owners are allowed a 24-hour window to put up and take down any ARC-approved items in the common area.**

INSURANCE

- A. The Association carries comprehensive public liability and property damage insurance for personal injury and death or property damage, workmen's compensation as required by law, employer's liability insurance, fidelity bond, and directors and officer's liability coverage.
- B. Owners/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability insurance for all Owners obtained by the Association.
- C. Nothing shall be done or kept in any Unit or in the Common Area which would increase the rate of insurance on the building or the contents thereof, applicable for its intended use, without the prior written consent of the Board. Owners/Residents shall not permit anything to be done or kept in their respective Units or in the Common Area which will result in the cancellation or reduction of coverage, or increased cost of insurance on the building or its contents, or which would be in violation of the law and/or village ordinance.
- D. Children need to be supervised by an adult. Children shall not play anywhere that they may endanger themselves or unnecessarily disturb other residents.

SELLING YOUR UNIT

- A. The Unit Owner is responsible for providing the proposed purchaser(s) with a copy of the current, recorded Declaration of Covenants, Conditions, Easements and

Restrictions, the Bylaws, and a copy of the current Rules and Regulations. Copies may be purchased through the Management Company or downloaded from the website.

- B. The seller must notify the Board of Directors of the buyer's name and proposed date of sale at least 30 days prior to closing.

LEASING YOUR UNIT

In accordance with the Common Interest Community Association Act (CICAA), as amended, 1-35 (a): the declaration, bylaws, and other community instruments, and rules and regulations that relate to the use of an individual unit or the Common Areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of this Act.

- A. The Unit Owner leasing the unit shall deliver a copy of the signed lease to the association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.
- B. A "Rider to Lease" shall be added to the lease and shall be signed by all parties executing the lease (form enclosed). The Unit Owner leasing the Unit must deliver to the management company a copy of the original signed lease and a copy of the original signed Rider to Lease not more than ten (10) days after execution of the lease and prior to occupancy by the tenant.
- C. The Unit Owner is responsible for providing the proposed lessee(s) with a copy of the current recorded Declaration of Condominium Ownership and By-Laws and a copy of the current Rules and Regulations. Copies may be purchased through the Management Company or downloaded through the website.
- D. The names of all lessee(s) and occupants must appear in the lease.
- E. If the Unit Owner wishes to add a replacement or new lessee(s) to an existing lease the Unit Owner must follow all procedures applying to a new lease. If the Owner is renewing an existing lease, the Unit Owner must deliver to the management company a copy of the original signed lease and a copy of the original signed Rider to Lease not more than ten (10) days after execution of the lease renewal.
- F. The failure of the Owner to provide the Association with the requisite documents listed above will result in a \$250.00 fine.

MAINTENANCE

- A. All windows and doors (including exterior entry and garage doors) are the responsibility of the Unit Owner. If you need to replace your exterior windows or

doors, they need to be wood with exterior casing of vinyl or aluminum, an Architectural Control Form must be submitted for approval by the Board.

The Unit Owners are responsible for any problems within their Unit. For EMERGENCY problems relating to the Common Areas, please call the Management Company. Service calls may be chargeable to the Unit Owner when the Association does not cover the service performed. The Unit Owner must repair doors and/or windows in disrepair, including failed glass thermal seals, damaged screens and frames, within thirty (30) days.

- B. The Association shall provide for all painting, staining, refinishing, maintenance, and tuck-pointing of the exterior surfaces of the Dwellings and garages.
- C. Window well covers are the responsibility of the homeowner and are required for all window wells. Any damage that may occur from broken or old covers is the responsibility of the homeowner.
- D. Any damage caused by, or to, an individual homeowner's sump pump is the responsibility of the homeowner.

PATIO/DECK/BALCONY

The Villa Olivia Townhome Association is responsible for the maintenance and upkeep of the railings/spindles on the deck/balcony. The homeowner is responsible for the maintenance and the upkeep of the flooring of the deck/balcony and their structures, gate and stairs. Gates maybe installed on patio decks but must conform to the original design in height, shape, lumber used and color of paint. Openings shall not exceed 6 feet in width. An ARC form must be submitted to the Board for approval.

- A. Unit Owners shall keep balconies, patios and porches clean and free of clutter. No unsecured items shall be placed outside of balcony rails or hung over such rails. Balconies may not be used for storage. Only patio furniture and gas/electric grills may be kept on the patio or balcony. Decorative items, i.e., flower planters are allowed.
- B. Screened in Patios Allowed from April 15 to October 15. Homeowners who would like to put up a screened in porch must first submit an Architectural Control Form.
- C. Charcoal Grills and fire pits are prohibited on balconies and patios or in any other Common Areas. *Gas Grills can be kept on or off the deck but must be put on a base and kept next to the deck; an ARC form must be submitted for grills off the deck.*
- D. Homeowners should contact Management firm for information on painting any exterior item, including decks, trim or rear garage doors. There are approved color

pantones for these areas. An Architectural Control Form (ARC) must be submitted and approved by Board.

- E. An ARC must be submitted for any repair or replacement of a deck. The ARC must state that the repair/replacement will be done in compliance with the Village of Bartlett's specifications for decks which can be obtained on-line or at the Village Hall of Bartlett. After the ARC is approved by the Board, the homeowner must take the ARC to the Village of Bartlett and obtain a permit. The Village requires two (2) inspections. Upon completion of the deck repair/replacement, copies of the 2 inspections must be turned into the Management Company for VOT records..

PETS

- A. No animals, other than dogs, cats or other animals considered to be household pets in compliance with Village of Bartlett ordinance, shall be raised, bred, or kept anywhere on the Property. No animals of any kind may be kept, bred or maintained for any commercial purpose.
- B. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Area as determined by and in the sole judgment of the Board. Such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board.
- C. The owner of every animal shall be responsible for the immediate removal and sanitary disposition of any excreta deposited by a pet anywhere on the Common Area, regardless of who is attending the pet. (Village Ordinance, Chapter Four, Article One, Sec. 4-13 (D). Owners who do not clean up after his/her pet will be fined.
- D. Pets must be attended at all times. All pets must be on a leash, controlled by the Owner or other responsible person while outdoors on any Common Area. Owners may not attach leashes to any Common Area.

SIGNS

- A. Only one (1) "For Sale" or "For Rent" sign, no larger than 24" x 32", may be displayed (in a window) on the side of a Unit. One "Open House" sign may be placed in front of a building during daylight hours two days a month.
- B. Advertising may not be placed on any part of the Common Areas.

GARAGE SALES/ESTATE SALES

Garage Sales are permitted in conjunction with the Bartlett citywide garage sale which is normally held in August. An ARC form is required for Board approval. Items for sale are to be kept within the garage and immediate parking in front of owners unit and must be put back in garage at the end of the day. Garage Sales are limited to the 3 days set by Bartlett. Bartlett city permit is not required.

Only one Estate Sale is allowed after the unit has been listed with a legitimate real estate broker and an ARC form must be submitted to the Board and the same requirements apply. After ARC approval, Bartlett City permit is required.

Sales are permitted between the hours of 9:00am and 5:00pm. Each resident is allowed to display not more than two (2) temporary signs. Signs should not exceed four square feet. Signage must only be at entrance of the development and at entrance of individual unit and must be removed by homeowner after sale is complete.

TRASH REMOVAL

- A. Trash pickup is Tuesday. Your pickup point is curbside. Trashcans should be placed at the end of the driveway nearest the curb, ON PAVEMENT.
- B. Trash may not be put out prior to 6:00 pm the night before trash pickup. Trash cans **MUST** be removed by **9:00** am the next day after pickup. Hours are according to the Village of Bartlett's ordinance.
- C. **All garbage and recycling bins must have unit numbers on them.**
- D. **Per Groot Industries, our scavenger service, garbage and recycling will not be collected on the holidays listed below. If one of these holidays falls on a Sunday, Monday, or Tuesday, collection service will be on Wednesday during that week only. The holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.**

VEHICLES AND PARKING

A. GUEST PARKING POLICY

There is a 3 day guest parking policy for use of our guests on a temporary basis. Vehicles cannot be parked in parking area for more than 3 consecutive days. If more than 3 days are needed, homeowner must obtain an extended parking permit. Letter must be displayed in car. Parking cannot exceed 14 days.

B. ABANDONED VEHICLES

An abandoned vehicle is 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 at least seven (7) consecutive days and has no prior written permission from the Board; or which does not have current, valid state license plates and /or

a municipal sticker, if required; or which are such that the acts of the vehicle owner and the condition of the vehicle clearly indicate abandonment.

C. COMMERCIAL VEHICLES

Commercial vehicles may only be kept on the Property if parked in a garage with the overhead door closed. Commercial vehicles may be parked in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident of the development or by the Association.

D. HOMEOWNER VEHICLES

Homeowners or renters may only park a maximum of four (4) vehicles on the property. The homeowner and/or their guests must use these four (4) parking spaces before any homeowner or guest can utilize a guest parking spot. The only exception would be for homeowner units where parking the 4th vehicle blocks either guest parking or their neighbor's access to their driveway parking (as in some corner units). In this case only, the homeowner and/or guest must use their 2 garage spaces and 1 driveway space first before utilizing guest parking. The 1 driveway space utilized in instances like this must be the space furthest away from any guest parking spot or other driveway. The guest parking is limited and, therefore, may only be utilized by only 2 guest cars per unit at any one time. If additional spaces are required all neighbors should be notified (i.e. in cases of parties). **Any additional cars related to a homeowner or their guests must park on Golf View Drive in accordance with the Village of Bartlett parking regulations. No vehicles may be parked along the drives as doing so could hinder emergency vehicles.**

E. Pods and Dumpsters

Pods and dumpsters require a preapproval by the Board (ARC form required). They are only allowed for three days...(for additional days another request must be submitted)...and also require neighbor signed approval. Once approved by the Board, when the dumpster or pod is delivered, plywood must be placed under wheels of pods or dumpster. You will need 4 4x8 ft pieces. The plywood does not need to be heavy duty. The pod or dumpster must be placed in front of your garage door.

SATELLITE DISHES

- A. In order to keep the aesthetic appearance of the Villa Olivia Townhome Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:
- B. Any Owner interested in installing a satellite dish one meter or less in diameter must notify the Board prior to installation to obtain instructions for installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
- C. Satellite dishes may only be installed on portions of property in which the Owner has a direct or indirect ownership interest and is within the owner's exclusive use or control. Under the Declaration, this limits owners to installing satellite dishes only on patios or balconies. If the correct exposure is not available from the deck or patio, a dish may be installed on the back 50% of the roof. If this option is chosen an Architectural Control Form must be submitted for permission by the Board of Directors prior to installation. Approvals by the Board of Directors are valid for one (1) years from the date of approval.
- D. No more than one (1) antenna (satellite dish) of each provider may be installed.
- E. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
- F. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
- G. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
- H. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days' notice from the Board may result in the removal of the dish.
- I. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
- J. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any

injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute the enclosed hold harmless agreement.

- K. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance and the area restored to its original condition.
- L. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The Board of Directors in accordance with approved guidelines for fines shall set the fine.

STRUCTURE IMPAIRMENT

Nothing shall be done in, on, or to any part of the Home site, which would impair the structural integrity of any building or structure located on the Townhome property. Attachment of any objects to the outside Common Area of the building is prohibited without an approved Architectural Control Form. No alterations of any kind may be made to the structural components of the Dwellings and garages without the prior approval of the Board.

ALTERATIONS

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, balconies, porches, driveways and sidewalks without a prior approved Architectural Control Form.

VANDALISM

Any acts of vandalism shall be first reported to the Bartlett Police Department and then to the managing Agent so that the necessary repairs may be completed. If a unit owner, their tenants, their guests cause damages, or their dependents, the unit owner will be charged for all repairs and legal fees incurred.

SOLICITING

The Association discourages solicitors. Individual Unit-owners should discourage any unauthorized solicitors, without a Village of Bartlett permit clearly displayed.

LANDSCAPE/PLANTINGS

- A. Unit-owner shall be responsible for the care and maintenance of any plantings (i.e., flowers) they install. Plantings must be installed in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Areas. Plantings may only be installed in already established non-sodded areas approved by the Board of Directors. No alterations of any nature are allowed without the prior approval of the Board of Directors.
- B. If the Association deems it necessary to remove any tree, plantings, bushes, etc. in order to enable or facilitate a repair, the Association will replace that item. The Board will have the discretion to choose the replacement item attempting to maintain the symmetry and aesthetic appearance of that area. If the homeowner wishes something different or larger, an ARC would have to be submitted for Board approval and if approved, the entire request for different landscaping items would be at the homeowner's expense. Under no circumstance will the Board authorize the Association to reimburse or pay cash for anything planted by the homeowner. All trees and bushes over 2' x 2' require an ARC and are subject to review by our current landscaping service as to suitability and sustainability. Anything planted in either the Common Area or non-sodded areas (garden areas) becomes the property of the Association, regardless of who purchased the items. To be clear, all common areas are the property and responsibility of the association and the Board has final decision making authority regarding all association property..
- C. No lawn decorations of any type are allowed in any Common Area without an approved Architectural Control Form. Further, it is the Board's desire to maintain uniformity and the aesthetic appearance of the complex and, therefore, all decorations will be evaluated with these criteria in mind. Objects that are over 2 feet high or 3 feet wide must be submitted with an Architectural Control Form for Board approval. The association reserves the right to limit the number of objects. Any sod or vegetation or other Common Areas damaged by or removed by any person or pet on the property shall be replaced at the expense of the Unit-owner who is responsible.
- D. Any plant containers that are connected to porch or balcony railings that may pose a danger of falling must be securely fastened. All flower planters and pots must be

- maintained by the unit owner and must be removed from the exterior of the unit at the end of the growing season.
- E. Plants or vines that cling or crawl or affix to any part of the unit building, including the garage, are prohibited.
 - F. Homeowners are permitted to mulch their flowerbeds in front and behind their units. *Only dark brown mulch is permitted. An ARC form is not required. Red mulch is not allowed.*

VIOLATIONS POLICY AND PROCEDURE

- A. In accordance with Section 18.5 of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint as prescribed by the Board must be submitted by an Owner, a resident or a member of the Board of Directors. Violations noted by the Property Management Company will be submitted to the Board of Directors. Owners are responsible for the conduct of all residents and guests occupying or visiting their Home site.
- B. Homeowner will be notified of violation in writing by the Property Management Company and given ten (10) days from notice of violation to rectify stated violation before first fine goes into effect.
- C. There will be a \$25.00 fine for each violation, provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same violation within the last year, the fine of the second violation will be \$50.00 per occurrence. If the Owner has been fined at least twice for the same violation within the last year, the fine for the third and subsequent violations will be \$100.00 per occurrence. Subsequent to the levying of fines, the Unit Owner may request a hearing with the Board.
- D. At the hearing, they will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance.
- E. The hearing will proceed based upon witness complaints and/or witness testimony. The Board will weigh all evidence prior to rendering a finding. All hearings shall be in executive session.
- F. If any resident is found liable of a violation, the Board will notify the liable party in writing, and a fine may be charged as indicated below, including daily fines if applicable, to the assessment account of the Owner of the Home site in which the guilty person resides and collected with the monthly assessments.

- G. The Board shall also have the authority to assess a daily fine for violations of a continuing nature in the amount of \$25.00 per day for each day that the violation remains uncured. In the event the Owner has been fined for the same continuing violation within the last year, the Board shall have authority to assess a daily fine of \$25.00 per day for each day that the violation remains uncured.
- H. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel law 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.

SATELLITE DISH INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made this _____ day of _____, _____, by and between Villa Olivia Townhome Association ("Association") and _____ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the patios or balconies located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

**THE VILLA OLIVIA
TOWNHOME ASSOCIATION**

OWNER

BY _____

BY _____

DATE _____

DATE _____

VIOLATION COMPLAINT REPORT

PLEASE NOTE: A violation complaint report must be completely filled out or the Board will not consider the complaint valid. After the report has been filed, it may be necessary for you to appear at the next regularly scheduled Board Meeting in the event that the violator requests a meeting. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: _____

Address: _____

Violation Location: _____

Date of Violation: _____ **Approx. Time:** _____

VIOLATION(S):

Report submitted by: _____

Phone: _____

Address: _____

Signature: _____

NOTIFICATION OF VIOLATION REPORT

Date: _____

TO: Owner _____

A violation report has been submitted alleging you have violated 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 the 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 aforementioned date with or without your presence.

Very truly yours,

Board of Directors

NOTICE OF DETERMINATION
REGARDING VIOLATION

Date: _____

TO: 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,

Board of Directors

**VILLA OLIVIA TOWNHOUSE ASSOCIATION NO. 1
RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of Villa Olivia Townhouse Association No. 1. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 35 (a) of the Common Interest Community Association Act, every lease and the parties thereof, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

Date: _____

Lessor (Landlord)

Lessee (Tenant)

Lessor (Landlord)

Lessee (Tenant)

NOTE: A signed original of said lease and this Rider must be given to the Board of Directors for its files in accordance with the Rules and Regulations of the Villa Olivia Townhouse Association No. 1.

Please complete the following information:

Lessor Information

Lessee Information

Lessor's Home Address

Tenant's New Phone Number

City, State, Zip Code

Tenant's Name & Work Number

Home Phone Number

Tenant's Name & Work Number



VILLA OLIVIA Townhome Association No. 1 Architectural Control Form Approval Request

The Declarations require that an owner must obtain the prior written approval of the Architectural Review Committee (ARC) for ANY exterior alteration or addition to property within our Association. To comply with the Declarations, please complete this form and forward a detailed drawing/blueprint or Plat of Survey of the proposed alteration to the Board.

Date: _____ Homeowner's Name _____

Address: _____ Telephone # _____

Please mark appropriate box for either Replacement Request or Change Request

☐

Replacement Request: Window(s), Screen Door(s), Front/Back Door(s), Garage Door(s), Deck Renovation, etc.

Please include the following details, where applicable, in the space below or this request will not be accepted:
Color, Style, Location, Dimensions, & Supplier/Contractor and attach Specs/Documentation from Supplier/Contractor.

Village Permit Necessary? (Yes/No) _____

Village Permit Applied For? (Yes/No) _____

☐

Change Request: All items attached to or installed in/on Common Areas need approval.

Mark all that are applicable and attach a detailed drawing.

___ Modify Flower Bed or Add/Remove Tree or Bush (explain in space below and include change location)

___ Satellite Dish (Indicate where and how the satellite dish will be installed) _____

___ Other (explain) _____

Please allow 30 days for Board approval

Submit a copy of the completed form to and accompanying paperwork to:

Lieberman Management Services
25 Northwest Point, Suite 330
Elk Grove Village, IL 60007
Phone: 847/459/0000
BoardOfDirectors@VillaOliviaTownhomes.com

For Board use only:

Approved: _____ Disapproved: _____ Date: _____

Reasons or Conditions: _____