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**HOMEOWNERS' MANUAL**

**OF THE**

**GARDEN COURT TOWNHOUSE ASSOCIATION**

**APRIL 2017**



# HOMEOWNERS' MANUAL OF THE GARDEN COURT TOWNHOUSE ASSOCIATION

Originally Adopted in April 1973.

Revised in January 1988, March 1999, January 2007, July 2011 and April 2017.

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## **INTRODUCTION**

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**This Homeowners' Manual, dated July 2017, has been revised and updated to reflect changes in policies and procedures that have been approved by the Board of Directors since the previous edition of the manual was published in 2007.**

**The objective of this Homeowners' Manual is to provide a convenient source of information regarding the responsibilities of the Garden Court Townhouse Association and those of the individual homeowner.**

### **Policies and Procedures:**

**Each of the policies and procedures described in this Homeowners' Manual has been officially adopted by the Board of Directors of the Garden Court Townhouse Association, including some that are unchanged from their original adoption in 1973, several that have been revised, and others that have evolved as the need was identified.**

**[Illinois Condominium Property Act, Section 18.4]**

### **References:**

**Note that information has been included from several other relevant documents and governmental agencies as a convenience, so that this Homeowners' Manual will be easier to use, without requiring reference to these other sources. When referenced information is included, the original source document shall take precedence over the information printed in this manual.**

**These other documents include the following:**

- **Declaration of Covenants, Conditions and Restrictions, dated April 10, 1973.**
- **Bylaws of the Garden Court Townhouse Association, dated July 20, 1988.**
- **Illinois Condominium Property Act, dated September 21, 1985.**
- **Illinois Department of Public Health, Administrative Code, dated July 1, 2001.**
- **Village of Hazel Crest Ordinances.**



# **ARTICLE I                      GENERAL INFORMATION**

---

## **Section A.                      CHARTER DOCUMENTS:**

Following are descriptions of the five basic legal documents that control the ongoing operations of the Garden Court Townhouse Association, which organization was originally established on April 27, 1973:

### **Illinois Condominium Property Act:**

The state law that governs the operation of a townhouse condominium association is the Illinois Condominium Property Act, originally enacted on June 20, 1963, and revised on September 21, 1985.

### **Articles of Incorporation:**

This document was filed with the Illinois Secretary of State on April 27, 1973, and established the Garden Court Townhouse Association as an Illinois not-for-profit corporation.

### **Declaration of Covenants, Conditions and Restrictions:**

This legal document, called the "Declaration," describes the property rights of the individual Association members, regarding such matters as assessments, payment of expenses, the maintenance to be provided by the Association, and enforcement of the regulations.

Amendments to the Declaration require a seventy-five percent (75%) vote of the homeowners, the members of the Association.

### **Bylaws:**

This document describes the operational procedures to be followed by the Association, including homeowners' voting rights, Board member election, officer terms of office and duties, quorum requirements and frequency of Board meetings.

Amendments to the Bylaws require a two-thirds (67%) vote of the members of the Association, the homeowners.

### **Homeowner's Manual:**

These are the policies, rules and regulations that establish the standards of appearance of the residential and Common Area properties and the permissible activities of the Association's residents and their guests.

Amendments to the Homeowner's Manual "rules and regulations" may be made by a majority vote of the Board of Directors.



## **Section B. BOARD OF DIRECTORS:**

All matters regarding the Board of Directors is described in detail in the Bylaws document of the Garden Court Townhouse Association and is summarized here only as a convenient reference.

The Board of Directors shall consist of seven (7) members chosen by a vote of the members of the Association, the homeowners.

A director shall serve for a period of two (2) years, unless terminated by death, resignation or removal.

### **Duties and Responsibilities of the Board of Directors:**

- To establish the amount for monthly and special assessments,
- To send written notice of assessments to homeowners.
- To establish a maintenance reserve fund.
- To pay income taxes, property taxes and any other fees.
- To pay for the maintenance of the landscaping and building exteriors.
- To establish a schedule of fees for the use of the clubhouse-pool.
- To pay for utility services for the clubhouse/pool and the street lights.
- To arrange for Management Company, legal, and auditing services.
- To maintain public liability, property insurance and fidelity bonds.
- To represent the Association regarding the Master Association.
- To make repairs to residential property, if homeowner fails to do so.  
The homeowner will be charged for this service.
- To levy fines for violation of duly-adopted rules and regulations.

### **Purchasing Policy of the Board:**

At the discretion of the board, at least three (3) competitive proposals (bids) shall be obtained for any expenditure whose cost is estimated to exceed one thousand dollars. (\$1,000.00).

The allocation of estimated funds in the annual budget approved by the board shall not constitute authorization to expend or encumber Association funds. Therefore, no individual officer, director or homeowner may contract for goods or services or otherwise obligate the Association for any payment, since this is the exclusive right of the Board of Directors, except as follows:

#### **[Declaration, Article VI, Section 3]**

1. For its convenience, the Management Company, without prior consent of the board, shall be authorized to expend a maximum of \$1,000.00 on any single item or occurrence, and shall also be authorized to expend any reasonable amount required to address an emergency.
2. Similarly, a board member may be delegated purchasing authority for the convenience of the board, for incidental and designated Association expenses, and in order to address an emergency.

Approval of any such expenditure of funds by the Management Company or by a board member shall be ratified at the next board meeting. If an emergency expenditure is anticipated, the Management Company or the board member authorizing the expenditure shall contact the Association's President or other officer advising them of this matter before proceeding with the expenditure.



## **Section C. MANAGEMENT COMPANY:**

The Board of Directors shall secure the services of a Management Company, whose contract shall be extended for each succeeding calendar year, unless either party chooses to discontinue the business relationship and properly notifies the other party.

Acting as the agent of the Garden Court Townhouse Association, the Management Company shall provide the following services:

### **Financial:**

- Collects monthly assessments and other charges due, and deposits funds.
- Prepares a monthly delinquency report of homeowner assessments.
- Prepares and issues checks for payment of the Association's obligations.
- Maintains records reflecting all financial transactions.
- Maintains and reconciles the Association's bank accounts.
- Prepares and submits a monthly balance sheet and an operating statement.
- Submits financial statements for each preceding month and for the year.
- Arranges for the annual audit and submittal of required tax returns.
- Prepares and submits a recommended budget for the following year.

### **Maintenance:**

- Recommends any corrective action and preventive maintenance of buildings.
- Causes the Common Areas to be maintained by qualified contractors.
- Obtains proposals or bids for all major maintenance items.
- Consults with the board regarding contract awards.
- Purchase services, equipment, tools, appliances, materials and supplies, when authorized by the Board of Directors.

### **Administration:**

- Maintains an accurate list of current homeowners' names and addresses.
- Attends regular monthly meetings of the Board of Directors.
- Arranges the annual meeting of the Association's members.
- Negotiates and executes contracts for utility services for the Common Area elements (street lights and Clubhouse/Pool utilities).
- Forwards payments for all taxes, utilities and other governmental charges.
- Maintains records of insurance coverage regarding the Association.
- Cooperates with the board to investigate any accidents and damage claims.
- Maintains a record of homeowner communications.
- Assists board and committees regarding business activities.
- Assists board in obtaining professional services (attorney, auditor, etc.)
- Assists outside professionals preparing the annual audit and tax returns.
- Provides advice and assistance regarding investment of Association funds.
- Maintains the official records of the Association, as delegated by the Secretary.



**Section D. BOARD MEETINGS and HOMEOWNERS' MEETINGS:**

**Complete information regarding Board of Directors and homeowner's meetings is contained in the "Bylaws," and is summarized here for convenient reference.**

**Meetings Schedule:**

**The Board of Directors shall meet at 7:00 pm in the Clubhouse on the fourth Monday of each month.**

**The Annual Meeting of homeowners and the Board shall be held in the Clubhouse at a time to be determined and communicated to the homeowners.  
[Bylaws, Article IX]**

**Notice of Meetings:**

**If a special board meeting is to be held, at least thirty days written notice shall be given to homeowners by the Board.  
[Bylaws, Article III, Section 3(a)]**

**Attendance:**

**All homeowners are invited to attend meetings of the Board, who will receive comments and questions from the residents.**

**New homeowners are requested to attend a Board meeting within the first month of occupancy, in order to meet the Board members, and to ask any questions about the Association, its policies and its procedures.**

**Meeting Minutes:**

**Board meetings shall be conducted in accordance with "Roberts - Rules Of Order." and the minutes of all Board meetings shall be distributed to each homeowner following the meeting.**

**Association Records:**

**Minutes of regular and special Board meetings, and business records of the Association (budgets, financial records, audits, contracts, etc.) shall be kept on file by the Management Company, and may be inspected by any homeowner during regular business hours upon written request to the Board of Directors.**

**[Bylaws, Article XI]**



## **Section E. ASSESSMENTS and DELINQUENCIES:**

1. Monthly assessments shall be due on the **FIRST DAY** of every month. A late fee shall be assessed for any payment received in the Management Company's office after the **FIFTEENTH** of the month.

For collection of delinquent assessments, see 8a & 8b for the ----

### **DELINQUENT ASSESSMENT COLLECTION SCHEDULE**

2. It shall be the homeowner's responsibility to ensure that payments arrive on time, as determined by the **"RECEIVED DATE"** stamped by the Management Company office --- not by the postmarked date.
3. Regarding any contested record of payment, the homeowner shall provide receipts or copies of cancelled checks or money orders, and shall pay all contested charges in order to avoid late payment fees. Reimbursement of contested charges will be made if the homeowner's appeal is successful.
4. Payment made by the Management Company for the cost of any maintenance, repairs or other services that are determined to be the homeowner's responsibility shall be charged to the homeowner's assessment account, and shall be paid by the homeowner with the next assessment payment.
5. Legal fees charged as a result of delinquent payments shall be the homeowner's responsibility, and shall be added to the homeowner's account.  
**[Illinois Condominium Property Act, Section 18.4]**
6. Payments received by the Management Company shall first be applied to any outstanding account balance that resulted from delinquent assessment payments or other charges.
7. Any homeowner whose assessment payment is delinquent (or about to become delinquent) shall notify the Management Company to discuss how and when the arrears will be paid, and to avoid or minimize the legal action that will be taken to recover the amount owed to the Association by the homeowner.
8. A homeowner whose assessments are in arrears may not vote or use the Clubhouse or the Pool.  
**[Bylaws, Article IV, Section 7(b)]**
9. For the enactment of special assessments that the board may propose, a two-thirds (2/3rds) affirmative vote of the Association members shall be required.  
**[Bylaws, Article V, Section 5]**



## **DELINQUENT ASSESSMENT COLLECTION PROCEDURE**

This collection procedure is necessary in order that the legitimate financial interests of each Garden Court homeowner is protected from those who do not meet their obligation for payment of their monthly assessments.

**ILLINOIS LAW:** In accordance with the Illinois Condominium Property Act, Section 18.4, the Garden Court Board of Directors has an absolute duty to collect assessments that are to be paid by each homeowner.

**TIMELINE:** In that regard, the attached “DELINQUENT ASSESSMENT COLLECTION SCHEDULE” document depicts the timeline regarding the payment of monthly assessments, and the subsequent action to be taken and costs incurred if payments are not made in a timely manner.

**PROCEDURE:** Note that as the time passes regarding any overdue assessment payment, a specific action by the Association is automatically taken regarding collection of the overdue amount, including additional charges billed to the delinquent homeowner for the cost of legal fees and any other professional services provided by the Association’s attorney.

**FEES:** The legal fees to be charged, as shown in the “DELINQUENT ASSESSMENT COLLECTION SCHEDULE” are approximate, and the amounts shown will vary considerably, depending on the services required by the Association’s attorney.

**CORRESPONDENCE:** Collection actions begin with notification letters to the homeowner, followed by a lawsuit, trial, and the ultimate eviction of the homeowner from the residence.

All homeowners are urged to pay their monthly assessments promptly, so that the homeowner’s costs will not include the additional cost penalties for late payment.

Approximately nine months elapses from the start of this collection procedure to the ultimate eviction of the homeowner.

**SEE THE FOLLOWING 8a & 8b FOR THE  
“DELINQUENT ASSESSMENT COLLECTION SCHEDULE.”**



## **ASSESSMENT COLLECTION PROCEDURE**

**April 2017**

**In accordance with the Illinois Condominium Property Act, Section 18.4 the Garden Court Board of Directors has an absolute duty to collect assessments that are to be paid by each homeowner.**

**In that regard, the Attached “Assessment Collection Schedule” document depicts the timeline regarding the payment of monthly assessments, and the subsequent action to be taken if payments are not made in a timely manner.**

**Note that as the time passes regarding any overdue assessment payment, a specific action by the Association is automatically taken regarding collection of the overdue amount, including additional charges billed to the delinquent homeowner for the cost of legal fees and other professional services provided by the Associations’s Attorney.**

**The “Legal Fees” to be charged, as shown in the “ASSESSMENT COLLECTION SCHEDULE” are approximate, and the amounts are subject to change.**

**These collection actions begin with notification letters to the homeowner, followed by a lawsuit, trial,, and the ultimate eviction of the homeowner from the residence.**

**The collection procedure is necessary in order that the legitimate financial interests of each Garden Court homeowner is protected from those who do not see their obligation for payment of their monthly assessments.**

**All homeowners are urged to pay their monthly assessment promptly, so that the homeowner’s costs will not include the additional cost penalties for late payment**

**Board of Directors  
GARDEN COURT TOWNHOUSE ASSOCIATION**



## DELINQUENT ASSESSMENT COLLECTION SCHEDULE

The following schedule describes the approximate time intervals, the actions to be taken by the Board of Directors, and the approximate legal fees and other costs/expenses to be charged to the homeowner in order to collect delinquent assessment payments.

Monthly assessments will continue as scheduled during the entire collection process.

The monthly assessment of \$230, the late fee of \$35, and the approximate legal fees are as of April 2017.

| <u>Time Interval</u>       | <u>Action to be Taken</u>   | <u>Cumulative Assessments &amp; Late Charges</u> | <u>Legal Fees &amp; Costs</u> | <u>Running Total</u> |
|----------------------------|---|--|-------------------------------|----------------------|
| <u>Day 1 of Each Month</u> | -----THIS IS THE DUE DATE FOR PAYMENT OF THE MONTHLY ASSESSMENT.<br><br><i>If no payment is received during the fifteen-day "grace period", then ----</i>   | \$ 230   | -----                         | \$ 230.00            |
| <u>DAY 16</u>              | ----- A "LATE FEE" OF \$35 WILL BE CHARGED TO THE HOMEOWNER'S ACCOUNT.<br><i>The monthly assessment is now late after this date.</i><br><i>If no payment is received during the next month, then ----</i>                                       | \$ 265<br>(includes \$35 late fee)               | -----                         | \$ 265.00            |
| <u>DAY 46</u>              | ----- A DELINQUENCY LETTER IS SENT TO THE OWNER<br><i>If the owner does not pay within 30 days, then ----</i>   | \$ 530   | -----                         | \$ 530.00            |
| <u>DAY 76</u>              | ----- A FINAL DELINQUENCY LETTER IS SENT TO THE OWNER<br><i>The Owner now has 30 days to dispute the validity of the debt. Contesting the debt could delay the process by another 30 to 45 days.</i>  | \$ 795   | -----                         | \$ 795.00            |
| <u>DAY 106</u>             | ----- A "DEMAND" LETTER FROM THE ATTORNEY IS ISSUED TO THE OWNER.<br><i>The Owner then has 40 days to pay the total amount due.</i>   | \$ 1,060   | \$ 131.59                     | \$1,191.59           |
| <u>DAY 146</u>             | ----- WHEN THE "DEMAND LETTER" EXPIRES, A LAWSUIT IS INITIATED, AND A DATE IS SET FOR TRIAL (which will take place within 30 to 45 days).<br><i>The Sheriff's office has 21 to 35 days to serve a summons for the owner to appear in court.</i> | \$1,325  | \$ 884.00                     | \$2,340.59           |
| <u>DAY 176</u>             | ----- THIS IS THE EARLIEST DATE FOR A TRIAL (30 days). following the<br><i>If the trial date is 45 days from expiration of the "Forty-Day-Demand Notice" letter, then on ----</i>   | \$1,590  | -----                         | \$2,605.59           |
| <u>DAY 191</u>             | ----- THE ASSOCIATION ADVISES THE ATTORNEY TO FILE FOR POSSESSION OF THE UNIT.<br><i>This order of possession is stayed for 60 days to give the Owner time to make arrangements to pay the outstanding debt.</i>                                | \$1,855  | -----                         | \$2,870.59           |
| <u>DAY 251</u>             | ----- IF THE OWNER HAS NOT PAID IN FULL BY THIS DATE, THEN ON---<br>"THE ORDER OF POSSESSION" IS PLACED WITH THE SHERIFF.<br><i>The Sheriff's office is ordered to evict the Owner within 15 to 30 days</i>                                     | \$2,385  | \$363.50                      | \$3,764.09           |



| <u>Time<br/>Interval</u> | <u>Action to be Taken</u>   | <u>Cumulative<br/>Assessments<br/>&amp; Late Charges</u> | <u>Legal Fees<br/>&amp; Costs</u> | <u>Running<br/>Total</u> |
|--------------------------|---|--|-----------------------------------|--------------------------|
| DAY 266                  | THE EARLIEST DATE FOR EVICTION OF THE OWNER FROM THE UNIT<br>If unit is vacated, payment of this month's assessment is not required   | _____  | _____                             | \$3,764.09               |
| <u>DAY 266-281</u>       | THE ASSOCIATION TAKES POSSESSION OF THE UNIT<br>The Board may now rent this unit in order to recover past-due assessments and Attorney's fee, or it may elect to have the unit remain vacant until it is sold to another owner. | _____  | _____                             | \$3,764.09               |
| TOTAL                    |   | \$2,385  | \$1,379.09                        |                          |
| GRAND TOTAL              |   |  |                                   | \$3,764.09               |

Information as of April 2017



## **Section F. INSURANCE:**

The Garden Court Townhouse Association shall maintain general liability and property damage insurance coverage for any claims related to the Common Area elements, which are the clubhouse-pool, the landscaped property, and the public sidewalks adjacent to Golfview Drive, that do not serve private residences.

**[Illinois Condominium Property Act, Section 12]**

The specific types of insurance and the maximum property damage and general liability coverage limits shall be determined by the Board of Directors, and may be adjusted when the insurance policy is renewed.

### **Homeowner's Insurance:**

Property damage and liability insurance coverage for any property occupied by a residential building, including its related sidewalks, decks, patios, driveway, etc., shall be the responsibility of each individual homeowner, and is not covered by the Association's insurance.

### **Property Damage Insurance:**

Coverage for damage to the Clubhouse/Pool and its contents is limited to losses caused by fire, smoke, lightning, explosion, windstorm, hail, riot or civil disturbance, vandalism, and damage caused by aircraft or vehicles.

When a claim for reimbursement of a damage loss is submitted by the Association, a deductible amount, to be pre-determined by the Board, must first be paid before the remainder of the claim will be paid by the insurance company.

### **General Liability Insurance:**

The Association shall be insured against claims for various types of bodily injuries to persons that may occur on Garden Court property, namely, the Clubhouse/Pool, and the Common Area elements. The roadway, including the curbs and parking areas, is not included in this coverage, since this property is owned by the Village of Hazel Crest.

### **Directors' and Officers' Insurance and Fidelity Bond:**

The Association is also insured against any losses that may result from the wrongful act of an individual Board member or officer in the performance of his or her official duties. Also, a fidelity bond insures individual Board members against any losses from lawsuits or other claims that may be brought against the Association.

### **Contractors' and Vendors' Insurance:**

The Association may not enter into a contract without requiring the contractor to provide insurance coverage that protects the Association from claims.



## **Section G** **TAXES and FEES:**

**The Garden Court Townhouse Association is responsible for the payment of the following taxes and fees:**

### **Sales Tax:**

**Although the Garden Court Townhouse Association is registered with the State of Illinois as a Not-for-Profit Corporation, only educational and charitable organizations are exempt from paying sales taxes. Therefore, the Association is required to pay Illinois sales taxes on all materials and supplies directly purchased for maintenance and repairs of buildings and grounds.**

### **Property Tax:**

**Real Estate Taxes are paid to the County of Cook for a narrow strip of property, located at 3413 Golfview Drive, that results from the original platting of the Garden Court development, and for the assessed valuation of the clubhouse-pool and Common Areas. Each homeowner is required to pay a separate property tax on their individual building.**

### **Income Taxes – Federal and State:**

**The Association is also required to pay federal and state income taxes on the annual interest income earned from the funds on deposit in the reserve fund accounts that are maintained by the Association to pay for major maintenance expenses, such as concrete repairs, roofing, etc.**

**On behalf of the Association, the Management Company makes four estimated quarterly income tax payments each year (in March, June, September and December) to the State of Illinois Department of Revenue for state income taxes and to the U. S. Internal Revenue Service for federal income taxes.**

**Both federal and state annual Income Tax Returns are due prior to March 15<sup>th</sup> of each year, and all taxes must be paid by this date in order to avoid a penalty.**

### **State Corporation Fee:**

**Each year, the Association is required to pay an annual corporation registration fee of \$10.00, which is also due by March 15<sup>th</sup> each year.**

### **Village West Association Fee:**

**Garden Court is one of the several residential developments, commercial establishments and public facilities that comprise the Village West Association, Inc. called the “Master Association.”**

**Each month, all members of the Village West Master Association, including Garden Court, pay a pro-rate share of its operating expenses as a monthly membership fee.**



**Cook County Department of Health**

The association pays an annual fee to the Cook County Department of Health \$300.00 (subject to change) for the annual certification of the pool.

**Pool Inspection Fee:**

A fee of \$150.00 is paid to Cook County for the annual safety inspection of the pool to ensure conformance with the Illinois Department of Health safety regulations.

**Other Taxes and Fees:**

No other taxes or fees are assessed or are paid by the Association to any other governmental agency or association.



## **ARTICLE II                      RULES AND REGULATIONS**

---

**The Board of Directors has the authority to enforce compliance with these rules and regulations, and to impose fines for any violations.**

**[Declaration, Article VIII (i)]**

### **Section A.                      PARKING REGULATIONS:**

**Parking of licensed passenger vans, automobiles, SUV's, small recreational vehicles and motorcycles shall be permitted in Garden Court.**

**Parking of trucks with a gross vehicle weight greater than 8,000 lbs. (C through Z plates), buses, motorhomes, campers, mobile homes, commercial vans or similar vehicles shall not be allowed.**

**Motorboats, houseboats, or other water-borne vehicles, trailers or similar vehicles may be kept only inside a garage.**

**[Declaration, Article VIII: Section 5]**

**Automobiles parked in residential driveways shall not encroach on the adjacent sidewalk, so that pedestrians will not have to walk in the roadway.**

**[Village of Hazel Crest Ordinances, Section 19]**

**Parking is prohibited on Golfview Drive when snowfall exceeds two inches, in order to allow operation of the Village of Hazel Crest snow plowing equipment.**

**[Village of Hazel Crest Ordinances, Section 19-109(a)]**

**Vehicles shall not be parked with two wheels on the street and the other two wheels on the adjacent sidewalk. Violators will be reported to the Hazel Crest Police Department. Abandoned vehicles (those parked in a driveway, on Golfview, and in the "island" areas more than seven days) shall also be towed.**

**[Village of Hazel Crest Ordinances, Section 19]**

### **Section B.                      PET REGULATIONS:**

**No more than two domesticated pets may be kept by the occupant of a residential unit, which animals shall be kept inside the home. No outside doghouses, kennels or fenced enclosures for keeping pets are permitted.**

**[Hazel Crest Ordinances, Section 5-60 and Declaration, Article VII (d)]**

**Every dog and cat shall be vaccinated and licensed by the Village of Hazel Crest each year, beginning May 1<sup>st</sup>, and shall wear a license tag on its collar for identification of its owner.**

**[Hazel Crest Ordinances, Section 5-39]**

**When walking a dog or cat outside, the pet shall be kept on a leash, and under the control of the owner at all times. ALL ANIMAL WASTE SHALL BE PICKED UP BY THE HOMEOWNER AND DISPOSED OF PROPERLY. A fee of \$50 may be assessed.**

**[Hazel Crest Ordinances, Section 5-31 Section 5-33 and Declaration, Article VII, (d)]**



**Section C. CLUBHOUSE – POOL REGULATIONS:**

Use of the clubhouse and pool shall be denied to any homeowner whose assessment account is in arrears. Use by family members and guests shall also be denied until the homeowner's assessments are paid in full.

**[Bylaws, Article IV, Section 7(b)]**

The clubhouse and/or the pool may be rented together or separately by a homeowner on a first-come, first-served basis for private events, such as parties, graduation, etc. by execution of an agreement and payment of a deposit and a fee.

Rules and regulations regarding use of the clubhouse and the pool are included as part of the "Clubhouse Rental Agreement" and the "Pool Rental Agreement" documents, and any violation of the rules and regulations regarding use of the clubhouse or pool shall be subject to a fine and/or forfeiture of the deposit.

**CLUBHOUSE REGULATIONS:**

The clubhouse shall be available for private rental by a homeowner from 9:00 am until midnight seven days per week during the entire year except the fourth Monday of the month which is held for Board meetings.

No rental fee shall be charged for board meetings or committee meetings.

**POOL REGULATIONS:**

Pool hours shall be from 9:00 am until 9:00 pm seven days of the week during the summer season, typically from Memorial Day through Labor Day.

All eligible Garden Court homeowners shall have unrestricted use of the pool from 9:00 am until 9:00 pm every day. However, the pool may also be available every day for rental by a homeowner and a maximum of only twenty (20) guests from 6:00 pm until 9:00 pm.

The maximum number of persons occupying the pool and deck shall not exceed forty-eight (48) persons.

**[Illinois Department of Public Health]**

Any guest using the pool shall be accompanied by the homeowner at all times.

All children under the age of eighteen (18) may use the pool only if they are accompanied by a responsible adult resident, who shall continuously monitor the activities at the pool in order to enforce the POOL RULES.

No lifeguards shall be on duty at any time, and individuals shall swim at their own risk.

For access to the pool, a deposit shall be required for the homeowner to be issued a "KEY FOB" clubhouse key and to present a valid pool pass.

Display of a valid pool pass shall be required by anyone using the pool, and shall be presented at the pool upon request of any homeowner. All pool passes are non-transferable, and may be used only by the person to whom they were issued.



**Homeowner Pool Passes (for Adults and Minors):**

Every unit shall receive pool passes only for individuals who reside at the stated unit address, as is indicated by the homeowner on the pool pass application form issued to each homeowner in the Spring.

At the time that pool pass photographs are taken, adults shall verify their address by presentation of a driver's license or other photographic identification card.

**Guest Pool Passes:**

Every unit shall receive two permanent pool passes to be made available by the homeowner for use by both adult and minor guests.

Guests shall be required to observe the same age restrictions and other regulations as are homeowners.

**Temporary Pool Passes:**

Homeowner may obtain a maximum of four (4) guest passes from a Pool Committee member at least 24 hours prior to their intended use. Temporary passes shall be valid for a period of four consecutive days and must be returned to the committee member.

The adult resident shall be present at all times when a guest is using a temporary pool pass.

**Section D. COMMON AREA REGULATIONS:**

The Common Areas are available to all homeowners for leisure activities, such as walking, nature study and similar recreational activities.

**[Bylaws, Article IV, Section 7(a) and Article VI, Section 1(n)]**

Activities conducted on the Common Area shall include no noxious odors from food preparation, and no outside lighting or any sound-producing devices, that may be of annoyance to the other homeowners.

**[Declaration, Article VII (f)]**

**Section E. GARAGE SALES, YARD SALES AND ESTATE SALES:**

Individual homeowners shall be permitted to hold garage sales, yard sales or estate sales during daylight hours at any time they may choose.

No permit from the Village of Hazel Crest is required for a garage sale, yard sale or estate sale.

**Section F. LOITERING, VANDALISM, NOISE and CURFEW:**

The Village of Hazel Crest has enacted ordinances regarding loitering, vandalism, excessive noise, and other unacceptable activities, and has adopted a curfew, that requires persons under the age of eighteen to be at home after 11:00 pm on Fridays and Saturdays, and after 11:00 pm during the week days.

**[Hazel Crest Ordinances, Section 20-93]**

Homeowners are urged to report violations of these laws by calling the Hazel Crest Police Department.



## **CLUBHOUSE RULES AND REGULATIONS:**

**April 2017**

The following "Rules and Regulations" regarding use of the clubhouse shall be observed by all persons authorized to use these facilities, including the homeowner, family, guests and any party to whom the homeowner's residence may be rented.

Failure to follow the following regulations may result in a fine, by withholding a portion of the homeowner's security deposit and/or by reimbursement to the Association for any other costs it may incur.

The homeowner renting the clubhouse shall be in attendance at all times during their event.

A maximum of seventy-seven (77) persons shall be allowed to attend an event in the clubhouse.

### **[Village of Hazel Crest Ordinances]**

Use of the clubhouse shall be limited to the hours described in the information included in the reservations confirmation form.

No admission fee shall be charged as a condition of attending the homeowner's event. Activities shall be limited to the interior of the clubhouse. The fenced-in pool area and any lawn areas outside the clubhouse facility shall not be used for the homeowner's event.

No alcoholic beverages shall be sold at the event, and drinking shall be permitted only inside the clubhouse. Under-age consumption of alcohol or any other illegal activities shall not be permitted.

Any violations of the law shall be the sole responsibility of the homeowner.

Smoking shall not be permitted inside the clubhouse or in the picnic-grill area.

No NAILS, STAPLES, SCOTCH TAPE, ETC. shall be used to secure any decorations to the walls or ceiling of the clubhouse. Only push pins may be used for this purpose.

No candles or open flames shall be permitted inside the clubhouse.

All decorations, signs, banners, balloons, etc. shall be removed from inside and outside the clubhouse by the homeowner following their event.

All furniture and plants must be returned to their original position. Please take a picture of the placement of items before moving them.

All debris, garbage and trash shall be placed in plastic garbage bags (which are to be provided by the homeowner), and removed from the premises by the homeowner immediately following the event. This includes the men's and women's bathrooms.

Both the clubhouse entrance "key fob," meeting room key, and storage room key shall be returned within forty-eight (48) hours following the event.



## **RENTAL PROCEDURE FOR CLUBHOUSE & POOL**

April 2017

### **RESERVATIONS:**

A homeowner whose assessments are in arrears may not use the Clubhouse or the Pool  
(Bylaws, Article IV, Section 7(b))

Any eligible homeowner who wishes to rent the Clubhouse and/or Pool must contact Garden Court's Clubhouse/Pool Manager, Pat McGee (708-206-1280) at least two weeks prior to the date of the intended event in order to reserve the date for the homeowner's event. Reservations will be made on a first-come, first-served basis

### **CONFIRMATION:**

The homeowner shall then contact the Clubhouse/Pool Manager in order to confirm the desired rental date, to sign the rental Agreement, to submit the required deposit(s). Keys will be delivered to your mailbox the day before your event.

### **SCHEDULING FOR CLUBHOUSE:**

The Clubhouse will be available for rental by an eligible homeowner seven days each week during the entire year, including all holidays. The only exception is the fourth Monday of every month which is reserved for the Board meeting.

The Clubhouse may be rented from 9:00 am. until midnight.

### **SCHEDULING FOR POOL**

The Pool will be available for rental by an eligible homeowner seven days each week during the period between Memorial Day and Labor Day. Rental of the Pool facility includes the men's and women's locker rooms, showers, and toilet room facilities.



The Pool may be rented from 6:00 pm until 9:00 pm each day. Only 20 guests will be allowed in the pool or on the deck. The homeowners have access to the pool everyday from 9:00 am until 9:00 pm.

### SAUNAS

If you are interested in using the saunas, contact Pat McGee (708-206-1280).

### DEPOSIT

Upon execution of the "Agreement" document, the homeowner shall submit separate personal checks or money orders (NO CASH) payable to the "Gardent Court Townhouse Associaion" for the following

Rental Fee - Clubhouse Only: \$70.00 which will not be refunded

Rental Fee - Pool Only: \$65.00 which will not be refunded

Rental Fee - Clubhouse & Pool: \$135.00 which will not be refunded

Security Deposit: A security deposit of \$150.00 (check or money order (NO CASH) shall be submitted, which will be refunded to the homeowner following the rental, less any deduction from this amount for violation of any of the "Rules and Regulations" or to reimburse the Association for any costs it may incur for repair of any damage to the facilities.

Late Fee: If the rental form is not submitted at least one (1) week prior to the date of the event, a late fee of twenty-five (\$25.00) shall be paid.

The amount of these fees and security deposit may be revised from time to time.



### **PRE-RENTAL CLUBHOUSE INSPECTION:**

Prior to the rental event, the homeowner shall inspect the clubhouse to confirm that the facilities are undamaged and clean. Homeowner shall then prepare a copy of the "Clubhouse Check List" for their own use. Homeowner should keep this list until the event is over.

### **PRE-RENTAL POOL INSPECTION:**

Prior to the rental event, the homeowner shall inspect the pool, deck and the picnic-grill areas to confirm that the facilities are undamaged and clean. The homeowner shall notify the Clubhouse/Pool Manager, Pat McGee, of any unsatisfactory conditions that are observed so that responsibility may be properly identified.

### **RULES AND REGULATIONS REGARDING USE OF THE CLUBHOUSE AND/OR POOL:**

The rules and regulations regarding rental of the clubhouse and/or pool shall be observed by the renting homeowner, family, and guests. Failure to follow these rules and regulations may result in a portion of the security deposit being withheld as a fine and/or to reimburse the Association for any costs it may incur.

### **CLUBHOUSE CLEAN UP:**

Following the event, the homeowner shall utilize the maintenance equipment and supplies that are available for cleaning the facilities. These items are found in the Storage Room and under the kitchen sink. ALL TRASH SHALL BE REMOVED FROM THE FACILITIES including the men's and women's bathrooms.

The "Clubhouse Check List" shall be used by the homeowner as a guide in order to verify that the clubhouse facilities have been left in the same condition that existed prior to the homeowner's event.



### **POOL CLEAN-UP:**

Following the event, the homeowner shall verify that the pool deck and picnic-grill area are clean, and shall properly dispose of any remaining trash.

The pool deck furniture shall also be inspected for any damage. It is expected that ALL POOL FURNITURE AND ANY EQUIPMENT THAT MAY HAVE BEEN USED BY RETURNED TO THE ORIGINAL POSITION.

### **FINAL INSPECTION OF CLUBHOUSE AND POOL:**

Prior to 9:00 am on the morning following the event, the Clubhouse/Pool Manager shall conduct an inspection, in order to confirm that no damage to the Clubhouse or Pool facilities has occurred, and they have been left in the same condition as they were prior to the renting homeowner's event.

An inspection will also be made of the pool deck and picnic-grill area.

### **VIOLATIONS AND FINES:**

If any of the above rules or regulations have been violated, the Board of Directors will discuss and make the decision of the amount of the fine.

Further, if the security deposit amount is not sufficient to pay any fines for rules or regulation violations or for repair of any damage to the facilities resulting from the renting homeowner's event, the additional amount shall be billed to the homeowner's assessment account at the actual cost expanded by the Association for repairs or replacement.



# CLUBHOUSE RENTAL AGREEMENT

April 2017

## **AGREEMENT:**

It is hereby understood and agreed that this Agreement is between the Garden Court Townhouse Association and the homeowner of a residential unit regarding the rental of the Garden Court Clubhouse.

If a homeowner rents or leases a residential unit to another party who occupies the residence, the renting party assumes the rights and responsibilities of the homeowner regarding use of the clubhouse, including rental of this facility.

## **SCHEDULING:**

Use of the clubhouse shall be limited to the time indicated on the reservations form submitted by the homeowner. However, if the homeowner's assessment account is in arrears after the reservation is confirmed and the deposits made, but prior to the scheduled event, the reservation for rental of the clubhouse shall be cancelled until all assessment payments have been made.

## **PAYMENT OF DEPOSIT AND RENTAL FEE:**

The homeowner agrees to pay the deposit and clubhouse rental fee as described in the "Rental Procedure for Clubhouse & Pool."

Execution of this "Agreement" document signifies that the homeowner agrees to conduct the event and observe the "Clubhouse Rules and Regulations," a copy of which is attached to and is part of this Agreement.

## **LIABILITY:**

The homeowner agrees to hold the Garden Court Townhouse Association harmless from any and all claims for damages that may result from actions or activities relating to the homeowner's rental and use of the clubhouse.

## **FOR RENTAL OF THE CLUBHOUSE:**

Purpose of Rental: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Estimated Time of Use: (Example: 1:00 pm to 5:00 pm) \_\_\_\_\_

Signature of Homeowner \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner's Address \_\_\_\_\_ Telephone: \_\_\_\_\_

Attachment: CLUBHOUSE RULES AND REGULATIONS

Although motorized vehicles are not allowed on the main walkway (unless they are marked handicapped or authorized service vehicles), they are subject to a \$50.00 fine. Delivery of supplies and/or equipment for the scheduled rental function may be made to the clubhouse/pool upon prior request and approval of the Clubhouse/Pool Manager, Pat McGee (708)207-1280.



**Motorized vehicles are NOT allowed on the main walkway, unless they are marked handicapped or authorized service vehicles. Any other vehicle will be subject to a \$50.00 fine. Delivery of supplies and/or equipment for a scheduled rental function may be made to the Clubhouse/Pool Manager, Pat McGee—708-206-1280. After receiving permission for delivery, all vehicles MUST BE REMOVED AFTER THE DELIVERY.**

**All guests are to park on Village Drive and then walk to the Clubhouse. No guests are to park on Golfview Drive because this presents problems with the homeowners and emergency vehicles.**

**The homeowner resident booking the party has the responsibility of informing all guests where they are to park.**

**If the recommendation of where to park is not followed, a fine may be assessed.**



## **CLUBHOUSE RENTAL CHECK LIST**

**IMMEDIATELY PRIOR TO THE EVENT, THE HOMEOWNER WHO RENTS THE CLUBHOUSE SHALL COMPLETE THIS "CHECK LIST," IN ORDER TO RECORD THAT THE FACILITY IS CLEAN AND UNDAMAGED.**

**FOLLOWING THE EVENT, THE HOMEOWNER RENTING THE FACILITY, SHOULD USE THE SAME "CHECK LIST" TO INSPECT THE FACILITIES AND CONFIRM THAT THE CLUBHOUSE HAS BEEN LEFT IN THE SAME CONDITION AS IT WAS BEFORE THE EVENT WAS HELD.**

**RENTING  
HOMEOWNER  
BEFORE EVENT**

**RENTING  
HOMEOWNER  
AFTER EVENT**

### **KITCHEN:**

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**Walls and floors are clean**

**Microwave oven is clean  
inside & out**

**Stove burners are clean**

**Stove instruction books are in  
cabinet next to oven**

**Upper cabinets are clean  
inside & out**

**Lower cabinets are clean  
inside & out**

**Sink and faucet are clean**

**Cleaning supplies are in sink  
cabinet: Liquid deter-  
gent, sponges, oven  
cleaner, disinfectant,  
glass cleaner, small  
pail, etc.**



|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Countertops are clean  
 No food or beverages remain  
 in refrigerator  
 Refrigerator climate control  
 is on "1"  
 Garbage container has clean  
 bag and spare bag  
 Exhaust fan is turned off  
 Lights over stove are turned  
 off as well as kitchen  
 light.

**PARTY ROOM:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Carpeting is clean and  
 vacuumed  
 Furniture is clean and  
 returned to proper  
 location  
 Blinds are clean and in  
 closed position  
 Walls have no nails, holes  
 or tape, etc.  
 Windows are not broken &  
 have no tape, etc.  
 Turn off all lights before  
 leaving  
 Lock Party Room door before  
 leaving  
 Lobby Area walls are clean  
 and floor is mopped

**WOMEN'S LOCKER ROOM/  
 REST ROOM:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

Walls clean & floor mopped  
 Toilets are clean & flushed



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Sink & faucets are clean  
Showers with curtains are  
clean  
Mirror is clean  
Paper towels are in holder  
Toilet paper in holder  
Hand soap is on sink

Wastepaper basket is clean &  
new lining put in

**MEN'S LOCKER ROOM/REST  
ROOM:**

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Walls clean & floors mopped  
Urinal is clean & flushed  
Toilet is clean & flushed  
Sink & faucets are clean  
Mirror is clean  
Paper towels are in holder  
Toilet paper in holder  
Hand soap is in sink  
Wastepaper basket is clean &  
new lining put in

**STORAGE ROOM:**

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Chairs are stacked  
Card tables are stacked  
Banquet tables are stacked  
Hand cart returned  
Vacuum cleaner emptied &  
returned  
Large bucket & floor mop  
returned  
Step stool returned  
Disinfectant returned



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**Fan is turned off**  
**Light is turned off**  
**Door is locked**



## **POOL RULES AND REGULATIONS**

**April 2017**

**The following regulations regarding use of the pool shall be observed for the safety and enjoyment of all persons authorized to use these facilities, including the homeowner, family, guests and any party to whom a residence may be legally rented. Failure to follow these regulations may result in suspension of pool privileges by the Pool Committee and/or the Board of Directors.**

**The pool shall be available from 9:00 am to 9:00 pm, beginning on Memorial Day through Labor Day.**

**A Maximum of forty-eight (48) persons (adults and children) shall be allowed in the pool and on the pool deck and picnic/grill area. (ILLINOIS DEPARTMENT OF PUBLIC HEALTH, REGULATION 820-20)**

**When renting the pool, a maximum of twenty party-goers are allowed in or on the pool deck. When children are present for a pool party, a minimum of one adult shall be in attendance for every five (5) children.**

**NO LIFEGUARD WILL BE ON DUTY AT ANY TIME—SWIM AT YOUR OWN RISK!**

- 1. In order to use the pool, every household shall need a “Key Fob” to the clubhouse, and shall be required to display a current year/photo pass at all times, which shall be one of the following types:**

- ADULT HOMEOWNER PHOTO POOL PASS**
- MINOR PHOTO POOL PASS: requires presence of adult owner/resident**



- GUEST POOL PASS: requires presence of adult owner/resident
- TEMPORARY POOL PASS: requires presence of adult owner/resident

2. The front entrance door of the clubhouse automatically locks upon entering and leaving the building in order to provide security for the clubhouse and the pool. Therefore, no object shall be placed in the clubhouse door to prevent it from closing and allowing access to the building without using a “Key Fob.”
3. No one under the age of eighteen (18) years shall be permitted to use the pool unless displaying a MINOR POOL PASS, A GUEST POOL PASS or a TEMPORARY POOL PASS, and is accompanied by an adult homeowner with an ADULT HOMEOWNER POOL PASS.
4. A person who fails to present a valid photo pool pass when requested by a Pool Committee member or other Garden Court homeowner shall be required to leave the pool area, and will be reported to the Hazel Crest police department for possible prosecution for trespassing.
5. Pool passes are non-transferable, and may NOT be used by anyone except the person to whom the pool pass was originally issued, including other Garden Court residents. Therefore, non-resident babysitters may not bring the children they are caring for to the pool.
6. The pool shall be entered only through the clubhouse shower rooms, and each person shall use the shower before entering the pool area.



7. **Anyone with an open wound or sore wearing a bandage or band-aid shall not be allowed to use the pool (in accordance with the Illinois Department of Public Health regulations.)**
8. **Only swimsuits shall be worn by persons using the pool, and any individuals wearing jeans, shorts, "cut-offs," tee shirts, or other street clothing shall not be permitted in the pool, because of possible problems caused by buttons, other decorations, etc. in the pool drain and filter. However, persons in street clothes may use the pool deck and the picnic area.**
9. **The pool shall be immediately vacated when THUNDER IS HEARD OR LIGHTNING IS SEEN, and shall remain unoccupied for fifteen minutes following the last thunder or lightning detected (in accordance with the Illinois Department of Public Health regulations.)**
10. **No infants wearing diapers shall be permitted in the pool. ALL infants that are not toilet-trained shall be required to wear plastic pants.**
11. **NO DIAPERS shall be placed in the trash containers, but are to be taken home.**
12. **Plastic beverage containers shall be permitted on the pool deck and picnic/grill area. NO GLASS BEVERAGE OR OTHER GLASS CONTAINERS may be used anywhere in the pool area, which includes both the pool deck and the fenced-in picnic/grill area.**

**NO ALCOHOLIC BEVERAGES shall be permitted anywhere in the pool area, including the pool deck and the picnic/grill area.**



**Food shall be allowed only in the picnic/grill area. All litter shall be removed from the premises or placed in trash containers.**

- 13. Damaged styrofoam “tubes” or other styrofoam toys shall not be permitted in the pool area, because the plastic particles clog the pool drain and filter.**
- 14. Any furniture that is moved shall be returned to its original position, and umbrellas shall be closed before leaving the pool area. Pool furniture shall not be relocated in order to run and dive!**
- 15. The rope dividing the pool depths SHALL NOT BE PLAYED WITH, SAT ON OR STOOD UPON, REMOVED, OR RELOCATED. Running on the pool deck, diving and rough play are not acceptable, except that supervised water sports are permitted. After a warning for the first offense, the second offense shall be expulsion from the pool.**
- 16. Spitting, urinating or defecating in the pool is strictly prohibited.**
- 17. Radios are permitted, preferably with earphones or played at a low sound level, so that others will not be disturbed.**
- 18. Smoking is NOT permitted inside the clubhouse or in the pool area, including the pool deck and the picnic/grill area.**
- 19. No personal property shall be stored in the clubhouse.**
- 20. No eating is permitted while in the pool.**



## **POOL RENTAL AGREEMENT**

### **AGREEMENT:**

It is hereby understood and agreed that this agreement is between the Garden Court Townhouse Association and the homeowner of a residential unit regarding the rental of the Garden Court pool.

If a homeowner rents or leases a residential unit to another party who occupies the residence, the renting party assumes the rights and responsibilities of the homeowner regarding use of the pool, including rental of this facility.

### **SCHEDULING:**

Use of the pool shall be limited to the time indicated on the reservations form submitted by the homeowner. However, if the homeowner's assessment account is in arrears after the reservation is confirmed and the deposits made, but prior to the scheduled event, the reservation for rental of the pool shall be cancelled until all assessment payments have been made.

### **PAYMENT OF DEPOSIT AND RENTAL FEE:**

The homeowner agrees to pay the deposit and rental fee as described in the "Rental Procedure for Clubhouse & Pool."

Execution of this "Agreement" document signifies that the homeowner agrees to conduct the event and observe the "Pool Rules and Regulations," a copy of which is attached to and is part of this Agreement.

### **LIABILITY:**

The homeowner agrees to hold the Garden Court Townhouse Association harmless from any and all claims for damages that may result from action of activities relating to the homeowner's rental and use of the pool.



**FOR RENTAL OF THE POOL:**

**Purpose of Rental:** \_\_\_\_\_

**Date of Rental:** \_\_\_\_\_

**Estimated Time of Use: (Only 6 pm until 9 pm):** \_\_\_\_\_

**Signature of Homeowner** \_\_\_\_\_

**Homeowner's Address** \_\_\_\_\_

**Homeowner's Phone** \_\_\_\_\_

**Date** \_\_\_\_\_

Further, if the security deposit amount is not sufficient to pay any fines for rules or regulations violations or for repair of any damage to the facilities resulting from the renting homeowner's event, the additional amount shall be billed to the homeowner's assessment account at the actual cost expended by the Association for repairs or replacement.

**(THIS PAGE IS TO BE RETURNED TO PAT MCGEE AT  
18660 GOLFVIEW)**



**Motorized vehicles are NOT allowed on the main walkway, unless they are marked handicapped or authorized service vehicles. Any other vehicle will be subject to a \$50.00 fine. Delivery of supplies and/or equipment for a scheduled rental function may be made to the Clubhouse/Pool Manager, Pat McGee—708-206-1280. After receiving permission for delivery, all vehicles MUST BE REMOVED AFTER THE DELIVERY.**

**All guests are to park on Village Drive and then walk to the Clubhouse. No guests are to park on Golfview Drive because this presents problems with the homeowners and emergency vehicles.**

**The homeowner resident booking the party has the responsibility of informing all guests where they are to park.**

**If the recommendation of where to park is not followed, a fine may be assessed.**



## **ARTICLE III                      SERVICES TO HOMEOWNERS**

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### **SECTION A.                      SERVICE CALL PROCEDURE**

**A homeowner's request for service from the Management Company is processed as follows:**

- 1. The homeowner contacts the Management Company by telephone, mail, or e-mail and describes the problem to be addressed.**
- 2. The Management Company enters the service call information in its computerized files, in order to retain an accurate record, and for future billing purposes.**
- 3. If the nature of the problem is not clear or requires further investigation, the Property Manager may visit the site to investigate and to evaluate the problem, and to initiate corrective action:**
  - If the problem appears to be within the capabilities of its own Service Department, the Management Company issues a work order to perform the services.**
  - If the problem requires the services of a private contractor, the Management Company issues a work order to the trade contractor to perform the work.**
- 4. Then, based on the work orders issued and any invoices received from private contractors and material suppliers, the Management Company records the amount to be billed ----**

**To the homeowner for charges that are the homeowner's responsibility,**

**AND / OR**

**To Garden Court for charges that are the Association's responsibility.**

### **Section B.                      TRASH & RECYCLABLES COLLECTION:**

**Waste disposal services are performed by a contract between the Village of Hazel Crest and a waste disposal contractor, which will permit each residential unit to dispose of two garbage containers each week --- one container for household refuse and one container for recyclables.**

**The Village of Hazel Crest requires that the garbage and trash be enclosed in plastic bags, and be deposited inside the larger, covered container, which shall be provided by the waste disposal contractor.**

**In addition to garbage and trash, recyclables shall also be picked up each week (paper, cans, glass and plastic) from a separate (blue) container, which shall be provided by the waste disposal contractor.**

**Containers are to be put at the curb no earlier than the evening prior to the day that the trash and recyclables are to be picked up by the waste disposal contractor. At other times, containers are to be stored in the homeowner's garage.**

**Landscape maintenance waste, such as tree branches, leaves, lawn clippings and shrub trimmings will not be picked up by the waste disposal contractor, but shall be disposed of by the landscape maintenance contractor.**

**At the discretion of the waste disposal contractor, abandoned furniture, carpeting, appliances, building materials, etc., may also be picked up, which is provided as a customer service. As long as this service is not abused, this practice will continue.**



**Section C. SNOW REMOVAL:**

When snowfall exceeds an approximate depth of two inches, the Association shall retain a contractor to remove such snowfall from residential sidewalks, entrance porches, and driveways and the "island" parking areas, but not from residential decks or patios.

The Village is responsible for removal of snow from Golfview Drive and the Village Drive roadway pavements.

**[Declaration: Article VI, Section 1(b)(iii)]**

**Section D. GUTTER CLEANING:**

Because of the height of many trees that beautify Garden Court, gutters of some residences may require removal of leaves, twigs and other debris in order to assure the proper drainage of rainfall and melting snow. The policy regarding the responsibility and scheduling for gutter cleaning is as follows:

The Association will pay for cleaning the gutters for all 39 buildings in Garden Court in the Fall, after most of the leaves have fallen (usually in October/November).

The Association will also pay for one additional yearly gutter cleaning per residential unit in the Spring (primarily because of maple tree seed pods), but only upon the request of an individual homeowner made to the Management Company.

**Section E. PEST CONTROL:**

When required for control of insects, the Association will retain a professional extermination company, who will spray a non-toxic insecticide around the perimeter of each Garden Court building, in order to control "general pests," which include spiders, centipedes, millipedes, crickets, earwigs, and common "pavement" ants.

Each homeowner is responsible for both interior and exterior pest control services regarding any carpenter ant infestations.

Any follow-up extermination services for pest control inside and outside the residence shall be paid for by the homeowner.

The County of Cook is responsible for the control of mosquitoes, which is accomplished by spraying low-lying areas and other locations that might breed mosquitoes.

Individual homeowners shall be responsible for the cost of exterminating or removing pests, including their nests, that affect the exterior or interior of only their own residential unit, such as termites, roaches, bees, yellow jackets, wasps, hornets, lady bugs, box elder bugs, beetles, fleas and ticks.

Upon request of an individual homeowner, the Management Company can arrange for removal of other pests, whether outside or inside the residence, including mice, rats, gophers, raccoons, squirrels, moles, muskrats, snakes, bats, skunks, ground hogs and any birds. However, the homeowner will be charged for the cost of such pest removal or extermination.

The Association will be responsible for the repair of any damage to the exterior or interior of a building that is caused by an animal.



## **ARTICLE IV                      ARCHITECTURAL STANDARDS**

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The following standards have been established regarding items that affect the physical appearance of the Garden Court development, in order to maintain its aesthetic qualities.

### **Section A.                      DOORS, WINDOWS AND GARAGE DOORS:**

Replacement of any existing windows, exterior doors or garage door shall be the homeowner's responsibility, and, prior to installation, approval of the Architectural Committee and the Board shall be required in order to assure design consistency.

### **Section B.                      EXTERIOR LIGHT FIXTURES:**

Light fixtures on free-standing poles or posts located adjacent to sidewalks or driveways shall not be permitted. Replacement of existing wall-mounted exterior light fixtures requires prior approval of the Architectural Committee and the Board to ensure that the scale and design of the replacement fixture is compatible with the building design.

### **Section C.                      LANDSCAPING LIGHT FIXTURES:**

The design of any decorative, low-voltage, ground-mounted light fixtures installed by a homeowner in order to illuminate sidewalks, patios and decks, decorative landscaping or planters shall be compatible with the scale and color of the building, and shall not be directed to illuminate the exterior of the building.

### **Section D.                      PRIVACY FENCES:**

Standard designs have been adopted for the privacy fences at Garden Court. Therefore, installation of any new or replacement privacy fence or gate requires prior approval of the Architectural Committee and the Board to assure design consistency.

New fences shall conform to the Garden Court standard design regarding material and height, and shall be painted the same color as adjacent fences or the trim color of the residence.

### **Section E.                      CABLE TELEVISION SERVICE AND SATELLITE DISHES:**

Each homeowner shall be responsible for contracting with the local cable television communications company for installation and any repairs regarding their cable television service and equipment.

Installation of a satellite reception dish for a cable television system shall be permitted on a roof, an exterior wall, or a balcony railing, but not on a fence.

The wires must follow the lines of the siding and be secured to avoid "flopping" in the wind.

The antenna dish, base and wiring must be installed entirely within the limits of the homeowner's own property.

**[Declaration, Article VI, Section 1(b)]**

The satellite dish shall not exceed one meter (39.5 inches) in diameter.

**[Federal Telecommunications Act of 1996]**



No building permit is required for installation of a satellite dish for a residential building, however, installation shall be in compliance with the Village of Hazel Crest building code.

**Section F. EXTERIOR ACCESSORY ITEMS:**

Any exterior accessory provided by the homeowner, such as planters, flower pots, bird baths, bird houses, bird feeders, hanging plants, wind chimes, wind socks, statuary, banners, and retaining walls or curbs, decorative borders or enclosures around landscaping, shall be located entirely on the homeowner's property, and shall not be permitted on any Common Area property.

Patio and lawn furniture shall be located at the rear of the residence or on a balcony, patio or deck. Barbecue grills shall be permitted, but only if located on the homeowner's patio or deck at the rear of the residence. GRILLS, WHEN IN USE, MUST BE PLACED AWAY FROM THE BUILDING SIDING.

Flags shall be displayed only from flagpoles that are attached to the exterior wall of the residence. Free-standing flagpoles shall not be permitted.

Awnings, pergolas, trellises, arbors, tool sheds, tents, hammocks, clothes lines, and dog stakes in lawns or attached to buildings shall not be permitted.

**Section G. RECREATIONAL EQUIPMENT:**

Playground equipment, such as swing sets, sandboxes, slides, jungle gyms, etc., shall not be permitted, unless located entirely within the rear patio area of the residence. Portable basketball backboards shall be permitted only on a homeowner's own driveway, and shall be removed when not in use, and stored inside the garage. Permanent installation of a basketball backboard on a wall or on a garage roof shall not be permitted.

[Declaration, Article IV(g)]

**Section H. MAIL BOXES:**

Wall-mounted exterior mail boxes or mail slots through an exterior wall shall be permitted, except that mail slots through an exterior door or garage door and mail boxes supported on a free-standing pole or column shall not be allowed.

**Section I. GRAPHICS AND SIGNAGE:**

A standard address number has been installed on every residential building by the Association, and shall not be replaced by the homeowner.

No other graphics or signs, such as "For Sale" signs, political signs and business advertising shall be allowed on the building exterior, in a window, or otherwise displayed on the homeowner's property, except that signs indicating a residential security system installation shall be permitted,

[Declaration, Article VII (g)]



**Section J. HOLIDAY DECORATIONS:**

**Homeowners shall be permitted to display exterior decorations during holiday seasons, such as Memorial Day, Halloween, Thanksgiving, Christmas, etc. by displaying flags, banners, wreaths, garlands, lawn figures, and decorative lighting on the building, trees, and shrubs.**

**Decorations should be removed after the holiday season, weather permitting.**

**Permanent displays on the property, such as shrines or memorials shall not be permitted.**



## **ARTICLE V     ADDITIONS AND REMODELING**

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### **Section A.   EXTERIOR ALTERATIONS TO BUILDINGS:**

No building addition, roofed porch, deck or other exterior alteration of a residential building shall be permitted that will change the building's appearance, unless the homeowner submits drawings for review and approval by both the Architectural Committee and the Board of Directors prior to commencement of construction.  
**[Declaration, Article VIII, Section 6]**

This prohibition also includes changing the exterior colors of walls, doors, windows or garage doors, changes to porches and railings, and adding bay windows, dormers, awnings or shutters for windows, canopies for patios and decks, and screened-in patios and decks.

Additional information regarding building and remodeling regulations may be obtained from the Village of Hazel Crest, Department of Inspectional Services.

### **Section B.   INTERIOR REMODELING:**

Interior remodeling of a residential building shall be permitted, and it is the responsibility of the homeowner to obtain a building permit from the Village of Hazel Crest if electrical, plumbing or heating equipment is included. Construction contractors are required to be registered by the Village of Hazel Crest in order to assure that they are properly insured.

**[Village of Hazel Crest ordinances]**

### **Section C.   PATIOS AND DECKS:**

Prior to commencement of construction, a drawing or sketch that depicts the installation of a new deck or patio shall be submitted by the homeowner, and shall be approved by both the Architectural Committee and the Board of Directors to assure that the construction will be entirely within the property lines of the residential unit, and that the new construction will conform to the design character of Garden Court.

Also, a building permit shall be required from the Village of Hazel Crest for new patios and decks to assure conformance with the Village's building code, and that the contractor is insured and licensed by the Village.

**[Village of Hazel Crest ordinances]**

New wood decks, including wood railings and benches, shall be constructed of pressure-treated lumber in order to minimize deterioration.

### **Section D.   PRIVACY FENCES:**

Wood privacy fences were installed at each residential unit as part of the original development, therefore, the removal of an existing fence and installation and painting of any replacement fence shall be the responsibility of the Association. Any request for an additional privacy fence or gate requires prior approval of both the Architectural Committee and the Board of Directors, and shall be installed and paid for by the homeowner.



## **ARTICLE VI INCLUDED MAINTENANCE AND REPAIRS**

**A homeowner shall not be reimbursed for any maintenance or repair work or purchases made without prior authorization from the Board of Directors.**

### **Section A. BUILDING EXTERIOR MAINTENANCE:**

**The Association shall provide and pay for the maintenance of exterior walls, fences, downspouts, gutters and roofing of the residential units and the clubhouse/pool facility. This includes painting of exterior items, such as privacy fences, railings, doors and garage doors, downspouts, gutters and exposed wood and metal.**

**[Declaration, Article VI, Section 1 (b)(i)]**

**Entrance canopies, balconies, decks, and "bridges" at the second floor level are considered to be part of the building exterior construction, and any required maintenance and repairs shall also be the Association's responsibility.**

### **Section B. EXTERIOR SIDING MAINTENANCE:**

**During the summer of 2002, new vinyl siding was installed on all building exteriors, and, therefore, any required repairs to the exterior siding and trim of a residential unit shall be the Association's responsibility. Cleaning of siding by power-spraying shall be the homeowner's responsibility.**

### **Section C. CONCRETE PAVEMENT:**

**The Association shall be responsible for repairs or removal and replacement of any concrete entrance porches, sidewalks and driveways serving residential units and for sidewalks adjacent to the Golfview Drive roadways, that the board may determine is required.**

**Leveling of existing concrete paving by "mudjacking" may be provided in lieu of concrete replacement as determined by the board. Required repairs or replacement of bituminous walkway pavement located in Common Areas shall also be the responsibility of the Association.**

### **Section D. ROOFING:**

**The Association shall be responsible for repair or replacement of roofing materials (asphalt shingles, plywood sheathing, flashing, etc.) on a portion or all of the residential and the clubhouse roofs, based on an inspection conducted by the board.**

**[Declaration: Article VI, Section 1 (b)(i)]**

**Any roofing firm retained by the Association shall be registered by the Village of Hazel Crest and licensed by the State of Illinois.**

**[Village of Hazel Crest Ordinances]**

### **Section E. SANITARY SEWERS:**

**The Association shall be responsible for services required regarding the "runout" sanitary sewer that extends from the exterior of each residential foundation wall to the main sewer line (located on Common Area property). This responsibility includes excavation, repair or replacement of piping, backfilling to final grade elevation, and landscaping repairs.**

**[Declaration: Article VI, Section 1 (b)(v)]**



Also, removal and replacement of any concrete, brick or other paving materials, fences, trees, hedges and shrubs, planters, and any other landscaping items that are required to be removed for plumbing investigation and repairs shall be the responsibility of the homeowner. Damaged lawn areas and planting shall be repaired or replaced by the Association's landscape maintenance contractor.

The sanitary sewer system installed throughout Garden Court, including manholes, is owned by the Village of Hazel Crest, and any required maintenance and repairs to be made to the sanitary sewer system are the responsibility of the Village, including excavation, repair or replacement of piping, backfilling to final grade elevation, and landscaping repairs.

**[Declaration: Article VI, Section 1 (b)(v)]**

**Section F. STORM SEWERS:**

The storm sewer piping system, catch basins and yard drains in the street and on the Common Area property are owned by the Village of Hazel Crest, and any required maintenance and repairs are the responsibility of the Village.

**Section G. WATER SERVICE PIPING:**

The fire hydrant piping and domestic water service piping that extends from the foundation wall of a residence to the water main located on the Common Area property are the responsibility of the Village of Hazel Crest, and any required repairs are the responsibility of the Village.

**[Declaration: Article VI, Section 1b)(v)]**



## **ARTICLE VII**

## **EXCLUDED MAINTENANCE AND REPAIRS**

### **Section A. MAINTENANCE ITEMS EXCLUDED BY HOMEOWNER'S INSURANCE:**

Responsibility of the Association for maintenance expressly excludes casualty damage to a residential building resulting from a fire, windstorm, lightning, hail or flooding. Each owner of a residential unit is required to maintain homeowner's insurance to protect against any financial loss from damages to the building that results from these causes.

Further, if the need for maintenance or repair is caused by the willful or negligent act of a homeowner, his family, guests, or invitees, the cost of such maintenance or repair shall be paid by the homeowner.

### **Section B. CONSTRUCTION DEFICIENCIES AND ROOF LEAKS:**

The homeowner shall be responsible for repair or replacement of any structural and other construction elements of the building, including roof trusses, rafters, plywood sheathing, and for wood frame and masonry exterior walls, foundations, and basement window wells, including any cracks in foundation walls and garage floors.

For investigation of a problem, the cost of any required destruction and of any reconstruction shall be reimbursed to the Association by the homeowner, if the source of the problem is determined to be the responsibility of the homeowner.

Any exterior or interior damage to a residential building that results from any deficiency in the building construction or from roof leaks shall be the homeowner's responsibility. The homeowner shall also be responsible for installation of any temporary covering for the roof that may be installed.

*Although the "Declaration" absolves the Association from any responsibility for interior damage caused by a roof leak, if a homeowner is not in arrears, a request may be made for reimbursement of costs resulting from such interior damage that is not covered by homeowner's insurance or by a warranty from the roofing contractor.*

*The homeowner may then be reimbursed an amount not to exceed \$500.00 upon presentation of documentation that the repairs have been made by a contractor hired and paid for by the homeowner.*

### **Section C. DECKS, BALCONIES AND "BRIDGES":**

Maintenance and repairs of all first-floor-level decks shall be the homeowner's responsibility. Repair or replacement of balconies, second-floor-level decks, and "bridges" shall be the Association's responsibility.

### **Section D. DOORS, WINDOWS AND GARAGE DOORS:**

Each homeowner shall be responsible for the maintenance and repair of windows, storm windows and screens, exterior entrance doors, storm doors and screens, garage doors (except painting), sliding glazed doors and screens, including all hardware, caulking, weather-stripping and replacement of glazing. However, the Association shall be responsible for painting exterior entrance doors and garage doors as the need is determined by the board.

**[Declaration, Article VI, Section 1 (b)(i)]**



**Section E                    EXTERIOR LIGHT FIXTURES AND ELECTRICAL OUTLETS:**

Maintenance or replacement of exterior electrical outlets and maintenance of exterior, wall-mounted light fixtures, including replacement of burned-out light bulbs, shall be the homeowner's responsibility.

**[Declaration: Article VI, Section 1 (b)]**

**Section F.                    CABLE TELEVISION AND SATELLITE DISHES:**

Each homeowner shall be responsible for contacting the local cable television communications company for installation and any repairs regarding their cable television service and equipment.

A homeowner must contact the Management Company or the Board President to obtain a form that must be filled out and approved before a dish of any kind may be installed.

**Section G                    EXTERIOR ACCESSORY ITEMS:**

Maintenance of any exterior accessories such as lawn and patio furniture, planters, flower pots, bird baths, bird houses, bird feeders, hanging plants, wind chimes, wind socks, statuary, flags, banners, etc., shall be the homeowner's responsibility.

Maintenance of any recreational equipment located on the patio of a residential unit, such as swing sets, sandboxes, slides, jungle gyms, etc., shall also be the homeowner responsibility.

**Section H.                    HEATING AND COOLING EQUIPMENT:**

Each homeowner shall be responsible for the maintenance and repair of the residential heating system (furnace, ductwork, etc.) and of the cooling system, including the exterior air-conditioning condenser unit and any roof-mounted ventilating fans and clothes-dryer vents.

**[Declaration, Article VI, Section 1 (b)(i)]**

**Section I.                    PLUMBING SYSTEM:**

Repair or replacement of any plumbing work inside a residential unit, including water, drain and vent piping, water heaters, sump pumps (including sump pump piping) and water treatment equipment shall be the responsibility of the individual homeowner.

**[Declaration, Article VI, Section 1 (b)(i)]**

Also, each homeowner shall be responsible for any repairs to exterior garden hose faucet valves, to sump pump exterior discharge piping, and for cleaning and repairing any underground piping connected to a downspout (which may become clogged by leaves or other debris).

**[Declaration: Article VI, Section 1(b)(v)]**

Removal and replacement of any concrete, brick or other materials, fences, trees, hedges and shrubs, planters, and any other landscaping items that are required to be removed for exterior water and sewer investigation and repairs shall be the responsibility of the homeowner.



**Section J. ELECTRICAL SYSTEM:**

**All interior and exterior electrical work performed for a residential unit shall be the responsibility of the homeowner, including the cost of maintaining exterior light fixtures and any ground-mounted light fixtures installed by a homeowner.**

**[Declaration: Article VI, Section 1 (b)]**



## **ARTICLE VIII                      LANDSCAPE MAINTENANCE**

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### **Section A.                      GENERAL:**

Landscaping shall be maintained from April 1<sup>st</sup> through November 30<sup>th</sup> by means of an annual contract between the Association and a qualified landscape maintenance contractor.

**[Declaration: Article VI, Section 1(b)(iv)]**

During the spring, all lawns, shrubs, trees and other plant material will be inspected by the landscape maintenance contractor, and any preventive or corrective action will be recommended, including the estimated cost.

### **Section B.                      LAWN AREAS:**

All lawn areas will be cleaned up by hand-raking, in order to remove all debris, leaves, paper, etc. that have accumulated during the past winter. Incidental damage to lawns and bushes caused by snowplowing, automobiles, etc. will also be repaired at this time (as an additional cost to the Association).

The Association shall be responsible for the maintenance of all lawn areas located on Common Area property and lawn areas located adjacent to the outside of a building, patio or deck. However, any lawns located inside patios and fenced-in areas shall be the homeowners' responsibility.

Lawns will be mowed once each week, and edges of sidewalks, driveways and curbs will be trimmed every two weeks. All grass clippings and other debris will be removed from the premises by the landscape maintenance contractor. Lawns will be fertilized for control of weeds and crabgrass, and spot spraying will be performed for control of broadleaf weeds. Lawns will also be aerated and treated with insecticide for grub control.

### **Section C.                      PLANTINGS IN PATIOS AND ENTRANCE AREAS:**

Each individual homeowner shall be responsible for the maintenance of an enclosed or unenclosed patio and the entrance area of the residence, including any plantings located within these areas.

Thirty-four residences at Garden Court share seventeen combined entrance area spaces that are located between the two individual garages. These entrance areas are considered to be part of both homeowners' property. Therefore, each individual homeowner, not the Association, shall be responsible for the landscaping on their side of this single, shared entrance space sidewalk.

The homeowner's responsibility for planting in patios and entrance areas includes watering, weeding, fertilizing and trimming any shrubs and ornamental trees, and maintaining any decorative rock and bark, ground cover, flower beds or planters in these locations. Removal of any plantings in patios and entrance areas shall be the homeowner's responsibility.

If a tree or shrub in a patio or entrance area threatens to cause damage to the building or to the safety of pedestrians, the tree or shrub will be removed by the homeowner, or will be removed by the Association at the homeowner's expense.



**Section D. FLOWER BEDS, STONE BEDS AND BARK BEDS:**

The homeowner shall be responsible for the maintenance of flower beds, stone beds, bark beds and ground cover located on the homeowner's property within patios and entrance areas, and adjacent to garages, in order to control the growth of weeds.

**Section E. SHRUBS, HEDGES AND BUSHES:**

The Association shall maintain the shrubs that are located outside of patios and entrance areas, including both those located adjacent to buildings and those located in Common Areas. This maintenance includes trimming these plantings and cultivating the open soil around hedges and shrubs, as needed.

If the branches of shrubs or bushes have encroached upon the homeowner's sidewalk or driveway, they will not be cut back to the edge of the pavement, unless the homeowner requests this be done, because this pruning would expose the less-attractive interior branches of the hedge or bush.

Removal of plantings within entrance areas, patios and fenced-in areas is the homeowner's responsibility. Removal and replacement of any plantings located in Common Areas and adjacent to residences is the Association's responsibility, and requires prior approval of the board because of its effect on the appearance of Garden Court.

**Section F. TREES AND ORNAMENTAL TREES:**

Maintenance of trees located in the Common Areas, including small (ornamental) trees, shall be the responsibility of the Association. Trees will be trimmed once each year, in the fall, up to a height of approximately fifteen feet from the ground level, as part of the annual landscape maintenance contract. Trimming trees above a height of fifteen feet will not be part of the regular maintenance, and will be performed as an additional charge. Ornamental trees will be pruned once each year after they flower (usually August 15<sup>th</sup>).

Conifers (evergreens) and deciduous trees (ash, maples, locust, etc.) will be fertilized once each year. During the Fall season, leaves from trees and perennials will be collected and removed from the premises.

Open soil at the base of trees will be cultivated to remain free of weeds and to maintain a neat appearance.

The Association shall be responsible for the removal and replacement of any trees and stumps that are recommended by the Landscape Committee and approved by the board, except those located in a homeowner's patio or entrance area, which are the homeowner's responsibility.



**Section G.            ADDITIONAL LANDSCAPING:**

Upon prior approval of the board, additional trees, shrubs and other landscaping may be installed and paid for by the homeowner. Following installation, this additional landscaping will be maintained by the Association.

Where the soil adjacent to a foundation wall has settled, additional fill will be provided by the Association on a case-by-case basis, following a recommendation by the Landscape Committee and approval by the board. To accommodate this additional fill, removal and replacement of any pad-mounted air-conditioning condenser units, plants, decorative stone and bark, patio blocks, etc. shall be the Association's responsibility.



## **ARTICLE IX**                      **SALE OF RESIDENTIAL UNIT**

Regarding the sale of an existing residential unit at Garden Court, the Association has no right of first refusal to purchase the property, and it may be sold to any private party.

### **Section A.**                      **SALE PROCEDURE:**

In order to complete the sale of a residential unit, the homeowner shall follow this procedure:

1. Complete the "Closing Questionnaire and Sales Packet" which can be obtained from the Management Company and submit it with the real estate contract and the required fee to the Management Company. (By law, this fee is the seller's fee.)
2. Within four working days, of submitting all required documents and fees, the Management Company shall prepare and forward an "Assessment Status" letter to the homeowner that indicates if any amounts are due or if all assessments are paid in full through the end of the month that is scheduled for closing. In some cases, any amount due may be deducted from the proceeds of the sale at the time of closing.
3. After closing, the prospective buyer shall submit, for the Management Company's records, a copy of the signed form received from the Lender/Title Company expressing an intent that the property will be "owner occupied."
4. The Management Company is available to answer questions the homeowner or prospective buyer may have.

### **Section B.**                      **REQUIRED BUILDING INSPECTION:**

The Village of Hazel Crest requires that every existing building that is offered for sale be inspected to assure that the facility meets specific safety requirements. A fee will be charged for this inspection.

The homeowner shall arrange for this inspection with the Department of Inspectional Services to obtain approval from the Village.

### **Section C.**                      **MEETING WITH BOARD COMMITTEE**

A committee comprised of Board of Directors will meet the prospective new owner prior to closing to present the Homeowner's Manual and review the contents.

A document to be signed will be presented to the Management Company that the prospective new owner met with the committee and received the Homeowner's Manual. Thereby, leading to an "OK to Close."



## **ARTICLE X                      RENTAL/LEASING OF A RESIDENTIAL UNIT**

### **Section A.                      NO RENTAL PROCEDURE:**

On November 18, 2008, the Declaration of Covenants, Conditions and Restrictions of the Garden Court Townhouse Association were officially amended to prohibit the rental of residential unit by the owner of the property, which document was file by the Association's attorney, Charles T Ryan, Ltd. and recorded in the Office of the Clerk of Cook County, Illinois.

The Village of Hazel Crest ordinances limit the maximum number of occupants residing in a rented residence.

Consequently, all homes must be occupied by only the owner of the unit and his or her immediate family.

In order to meet special situations or to avoid undue hardship, a unit owner may submit a written request to the Board of Directors to approve rental of a unit for a period of not less than six months or more than one year.

If a residence is rented in violation of this policy, the homeowner shall be fined an initial sum of one hundred dollars (\$100) plus ten dollars (\$10) per day during the time that the residence is rented.

If a residence is permitted by the Board to be leased to a tenant, the homeowner shall remain responsible for the payment to the Association monthly assessments and any special assessments. The homeowner shall also be required to pay for any building repairs and maintenance costs that are the homeowner's responsibility.

The homeowner shall retain the right to vote, and is eligible to serve on the Board of Directors and on any committee. These rights and responsibilities may not be assigned by the homeowner to the tenant by the terms of the lease agreement.

If a residence is leased, the Clubhouse, Pool and other Common Area facilities may be utilized only by the tenant. The non-resident homeowner may only these facilities as a guest of the resident tenant (rental) or of another resident homeowner.  
[Declaration, Article IV, Section 1(c)]



To lease a residence, the homeowner shall complete a "Tenant Information Form," and submit it with a copy of the lease agreement to the Management Company within the (10) days after the date that the lease takes effect.

An annual inspection of the residence shall be made by the Village of Hazel Crest for each rental property or when there is a change of occupancy. The unit homeowner is responsible for the cost of the inspection.



## **A HISTORY OF VILLAGE WEST**

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The history of Village West began in 1971, and includes a progression of several developers, each with different site plan concepts and various mixtures of housing and other functions the property should serve.

The Village of Hazel Crest plan commission, zoning commission and board of trustees conducted many public hearings that were held to evaluate each proposal, and the early residents of Garden Court also participated in making the decisions to approve the plans that ultimately evolved from this collaborative process.

### **Property:**

The Village West development was established on the property bounded on the north by 183<sup>rd</sup> Street, on the east by mixed-use commercial and residential development in Homewood, on the south by the Homewood-Flossmoor Park District's Coyote Run Golf Course (formerly Cherry Hills Country Club) in Flossmoor, and on the west by Crawford Avenue, adjoining Country Club Hills.

The unincorporated 240-acre property was annexed to the Village in 1971, and the original R-1 Residential zoning was re-zoned to provide 23 acres on 183<sup>rd</sup> Street and on Crawford Avenue as business occupancies, and the remaining 217 acres as a Planned Unit Development of housing and limited public facilities.

The Planned Unit Development was not platted with a typical grid of streets and lots, but was arranged instead as an informal arrangement of winding roadways, walkways, residential sites, recreational areas, lakes and landscaped areas by the land planning firm of Sasaki, Walker Associates of San Francisco, California.

### **Development of Village West:**

In the early 1970's, Arthur M. and Bernard R. Wolf, the original developers of Village West, had identified the need for a new community to serve their neighbors in the South Shore district of Chicago's south side, who were seeking a less-crowded, suburban environment. The traditional ethnic character of South Shore made the existence of two nearby synagogues especially attractive, and the original name of "Shalom Village" seemed an appropriate one, however, the name of the development later became Village West.

The Wolf brothers established the initial concept that this new community should be developed for 2,934 residential units, and should include several types and price-ranges of housing in order to meet the needs of a growing market. Also, the development should include both single-family and multi-family housing, plus an elementary school and recreational facilities, including parks and playgrounds.

Families would also have a wide choice of buildings, including townhouses and individual residences, which would occupy the more-desirable east and south portion of the site, and multi-story apartment condominiums at the center of the property, which would also contain a school and recreational areas.



From 1973 to 1978, the initial 273 residential units were sold in Water's Edge, Grow Homes, Village West Venture (8 rental apartments in the Grow Homes area), Garden Court, and Briarwood Homes.

During the next few years, marketing the proposed high-rise residential buildings was unsuccessful, and the Wolf developers defaulted on the loan they had obtained from the Talman-Home Federal Savings and Loan Corporation. However, this savings and loan institution also went bankrupt soon thereafter, and the owner of the remaining undeveloped property then became the Federal Savings and Loan Insurance Corporation in 1984.

Several alternative development plans were then proposed by FSLIC's developer, the J. E. Robert Companies of Alexandria, Virginia, each plan containing fewer high-rise buildings, and with fewer total residents. However, none of these proposals was approved by the Village of Hazel Crest.

In 1985, the remaining properties on 183<sup>rd</sup> Street were developed, beginning with conversion of the original bank/office building to a commercial office building. This was followed by construction of the Grande Prairie Public Library in 1982 and a branch bank in 1983. During the next few years, a nursing home and a fast-food restaurant appeared on 183<sup>rd</sup> Street, and a pharmacy and retail stores were constructed on Crawford Avenue, which completed development of the entire 240-acre site.

In 1988, the Richmond Development Corporation of Homewood purchased the remaining 174 acres of residential property, and a revised Planned Unit Development was then proposed and approved, which included low-rise condominium apartments and townhouses, plus tennis courts, a clubhouse, pool, and a par-three golf course. The lower density of "The Club" residential population also made the school site unnecessary, and it was deleted from the site plan. The Club was initially occupied in August of 1991.

Finally, in 2002 and 2003, the last portion of vacant land was developed for the Stone Creek Homes, which provided the last twenty-two residential units in Village West.

|  | <u>No. of Units</u> |
|--|---------------------|
| Water's Edge Association                             | 84                  |
| Garden Court Townhouse Association                   | 109                 |
| Grown Homes Association                              | 48                  |
| Briarwood Homes Association                          | 34                  |
| Village West Venture (Meadow Lane rental Apartments) | 8                   |
| The Club Mid-Rise Condominium Association            | 48                  |
| The Club Residential Association                     | 23                  |
| The Club Townhouse Condominium Association           | 30                  |
| <u>Subtotal Club Units</u>                           | <u>101 units</u>    |
| <b>TOTAL - RESIDENTIAL UNITS</b>                     | <b>362</b>          |

Stone Creek Homeowner's Association (22 units)  
 Village West Office Building (Village West Limited)  
 Great Lakes Bank (formerly Bank of Homewood)  
 Grande Prairie Public Library



The final 384 residential units in Village West (including 22 at Stone Creek) is less than fourteen percent (13.1%) of the original 2,934 residential units that were originally planned for the total development, which has resulted in extensive open and landscaped areas among the residential buildings.

Responsibility for the three lakes was transferred to the Hazel Crest Park District in 1985. These lakes serve as retention ponds to reduce the flow of rainwater into the storm water drainage system of the Metropolitan Water Reclamation District,

#### **Architectural Design and Construction:**

To give Village West a distinctive character, a more contemporary architectural design for the initial townhouse buildings (on the west end of Garden Court) was provided by the Chicago architectural firm of DelBianco, Schwartz and Donatoni. However, prospective homeowners apparently desired a more-traditional character, and the later Garden Court buildings utilized gable roofs and some brick masonry for exterior walls.

More-traditional designs were also utilized for the Grow Homes and Briarwood single-family homes. The Club architecture contains both traditional home designs and more-contemporary townhouse designs.

Landscaping was of great importance to the character of the new neighborhoods, and a significant portion of the original Village West construction budget was devoted to plantings, including Village West Drive, which became an impressive, tree-lined boulevard.

The Golfview Drive roadway and sidewalks serving Garden Court were designed to be the minimum width allowable, both for reasons of economy and to achieve a more pleasant physical environment. The Grow Homes and Briarwood Homes roadways are of similar design.

Construction of the Garden Court buildings took place between 1972 and 1979, the Grow Homes between 1972 and 1975, Water's Edge from 1972 and 1975, and Briarwood Homes between 1973 and 1975. The Water's Edge homeowners purchased the wooded area east of their buildings to provide a buffer from the Village West Drive roadway, and to maintain their wooded environment.

The new Grande Prairie Public Library building was occupied in 1982, and the branch bank in 1983. The Club construction and occupancy occurred between 1990 and 1996.

#### **Public Facilities:**

In 1991, Village West Drive and the other roadways, water piping, storm sewer, and sanitary sewer systems were dedicated to the Village of Hazel Crest for maintenance, including snow plowing, in order to reduce the financial burden on homeowners. This included Golfview Drive (serving Garden Court), Lakeview Drive (serving Water's Edge), Briar Lane (serving Briarwood), and Meadow Lane (serving the Grow Homes and rental apartments).



**However, landscaping would continue to be maintained by the individual homeowner associations, including the Village West Drive right-of-way maintenance by the Master Association.**

**An original “tot-lot” playground owned by the Master Association was located near the Garden Court clubhouse, but was removed in 1992, because it attracted persons who did not live in Village West, and liability for possible personal injuries became an issue. The baseball field and tennis courts, also owned by the Master Association, became part of The Club development in 1990.**

**The three lakes on the Village West property were originally owned by the Water's Edge Association, and serve as ponds for storm water retention. In 1985, they were dedicated to the Hazel Crest Park District for fishing and boating activities in 1985, however, swimming and ice skating are not allowed.**

**Public Utilities:**

**Garden Court is served by the following utility companies:**

|                    |  |
|--------------------|--|
| Gas service        | NICOR - Northern Illinois Gas Company    |
| Electrical service | ComEd - Commonwealth Edison Company      |
| Telephone service  | A T & T - American Telephone & Telegraph |
| Cable television.  | Comcast/All Various Companies            |

**Government:**

**Village West is located within the following governmental units:**

**Village of Hazel Crest  
Rich Township  
Cook County, District 5  
State of Illinois  
2<sup>nd</sup> U. S. Congressional District  
Illinois Senate District 19  
Illinois House District 37  
Public School District 161  
Flossmoor Hills Elementary School  
Parker Junior High School  
Homewood-Flossmoor High School District 233  
Prairie State College District 515  
Grande Prairie Public Library District.  
Hazel Crest Park District**



# GARDEN COURT TOWNHOUSE ASSOCIATION

## HOMEOWNER'S MANUAL

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## **APPENDIX**

**The following items in this Appendix are operating documents that have been adopted by the Board of Directors in order to maintain an effective and efficient organization for the benefit of all Garden Court homeowners.**

**Although these documents represent operating policies that have been approved by the Board, their specific content may be revised from time to time because of changes in costs or other factors.**

**Any recommendations from a homeowner to revise these policies or to adopt a new policy will be welcomed by the Board, and will be evaluated and seriously considered.**



**A SUMMARY OF HOMEOWNER MAINTENANCE COSTS PAID BY THE ASSOCIATION**

If a residence was not part of the Garden Court Townhouse Association, each homeowner would be responsible for personally paying for the following maintenance costs, that are now paid for by the Association:

**This first group of items are included in the “Declaration” as Association responsibilities.**

1. Free use of pool and locker rooms.
2. Roofing repairs and replacement.
3. Painting of gutters, downspouts, and privacy fences.
4. Landscape maintenance for lawns, trees and shrubs.
5. Repair of water and sanitary sewer service lines between the building foundation and the Village's water and sewer mains.

**This second group of items are additional services that are not required by the “Declaration,” but have been assumed by the Association:**

- 1. Repairs to damaged siding.**
- 2. Maintenance (including painting) and repairs to second-floor decks, “bridges”, entrance canopies and railings.**
- 3. Repairs to privacy fences.**
- 4. Painting exterior entrance doors and garage doors.**
- 5. Repairs and replacement of gutters and downspouts.**
- 6. Repair of residential concrete driveways, entrance walkways and porches.**
- 7. Removal of snow from residential entrance sidewalks, porches and driveways.**
- 8. Cleaning leaves, etc. from gutters.**

Homeowners should be reminded that the Association's assumption of responsibility for the above "additional services" reduces each homeowner's individual maintenance costs for their residence, and is a major reason for the reduced amount of their monthly assessment (which would be significantly higher if each homeowner had to personally maintain their own residence).

However, circumstances have required the Homeowner's Manual to deviate from this original policy as follows:

**Paragraph (b) (i) – Painting:** The original policy regarding painting exterior walls was established when many homes, especially the earlier ones, utilized painting vertical plywood siding, requiring painting every few years. In 2002, vinyl siding was installed, and exterior painting now includes only wood and metal railings, balconies and second-floor decks, privacy fences, entrance doors and canopies, and garage doors (unless replaced by pre-finished metal ones).



Because the vinyl siding replaced most of the painting, maintenance services now include minor repairs that are required to the vinyl siding and trim, where some piece has loosened or been slightly damaged. Downspouts, gutters, and roof eaves are now pre-finished, and do not require painting.

Paragraph (b) (ii) – Streets and Walks: The Village of Hazel Crest is now responsible for the maintenance of all streets in the Village West development, including Golfview Drive in Garden Court, which was dedicated to the Village in 1973. The concrete sidewalks adjacent to the curb remain the responsibility of the Association, since the Village right-of-way extends only to the outside of the curbs.

Garden Court is also responsible for maintaining the blacktop walkways adjacent to the pool and on the east side of Village Drive (from Meadowlane to Central Park), because they are located entirely on Garden Court's Common Area property.

Although they are located entirely within private residential property lines, driveways and front entrance walkways, including front entrance pads, are also repaired or replaced by the Association in order to assure that the appearance of Garden Court is maintained.

Paragraph (b) (iii) – Snow Removal: The Village plows snow only from the Golfview Drive pavement, and, for the convenience of all homeowners, the Association has assumed responsibility for snow removal from private driveways, front entrance walkways, and entrance pads (when snowfall exceeds two inches in depth). Blacktop public sidewalks in the Common Area are cleared by a contractor. However, the public sidewalks adjacent to the street are not normally cleared of snow.

Paragraph (b) (iv) – Landscape Maintenance: Although grass areas extend outside the Common Areas onto the private property adjacent to each residence, it is not practical for each homeowner to individually maintain these areas, and the Association maintains these areas.

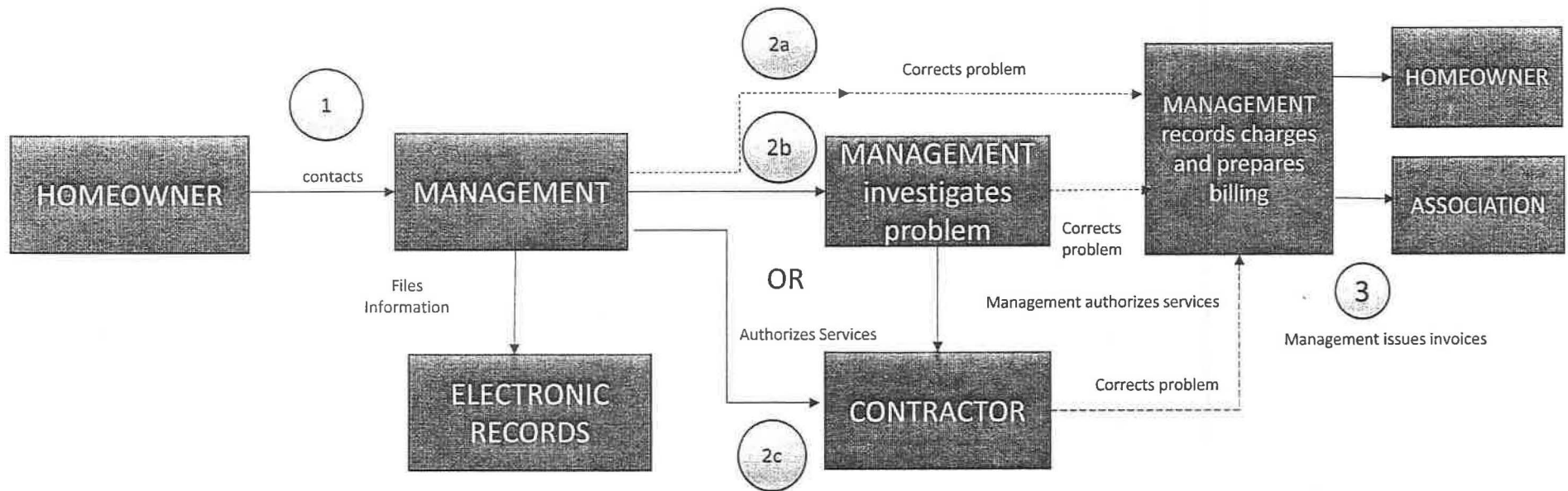
Paragraph (b) (v) - Sewers and Water: The Association is responsible for repairs (including excavation, backfill and landscape restoration) to the portion of each residential sanitary sewer, storm sewer, and water service line located between the outside of each residence's foundation wall and the Village's main piping systems,



# GARDEN COURT TOWNHOUSE ASSOCIATION

## SERVICE CALL FLOW CHART

2017





## **SERVICE CALL PROCEDURE**

**April 2017**

The attached “SERVICE CALL FLOW CHART” depicts how a homeowners’s request for service from the Management Company is processed and appropriate action is taken:

**Step 1      The homeowner contacts the Management Company regarding a problem to be addressed, using the telephone, mail, or e-mail.**

**The Management Company files the service call information in its computerized records, in order to avoid possible misunderstandings and for billing information.**

Then, based on the nature of the matter, the Management Company has three choices:

**Step 2a      If the problem appears to be within the capabilities of its own technical staff, the Management Company issues a work order to its Maintenance Department to perform the services.**

**Step 2b      If the nature of the problem is not clear or requires further investigation, the Management Company issues a work order to its technical staff to evaluate the probable, and to recommend further action:**

**—If the work is within the capabilities of the Management Company’s technical staff, another work order is issued to its Maintenance Department to perform the corrective work.**

**OR**

**—If the problem requires the services of a private contractor, the Management Company issues a work order to the trade contractor to perform the work.**



**Step 2c     If the problem is an emergency and/or the correction appears to require action by a private contractor specializing in that trade, the Management Company issues a work order to the contractor to perform the work.**

**Step 3       Based on the work orders issued and any invoices received from private contractors and material suppliers, the Management Company records the amount to be billed —**

**—To the homeowner for charges that are the homeowners' responsibility,**

**AND / OR**

**—To Garden Court for charges that are the Association's responsibility.**



| <u>Violation</u>   | <u>Fine</u>         |
|--|---------------------|
| Dog Poop   | \$50.00             |
| Debris left/stored in public view  | \$50.00             |
| Unleashed Dog (Village Ordinance)  | \$20.00             |
| Garbage cans as stated by Village Ordinance  | \$50.00             |
| Outside Modification to unit outside without approval  | \$50.00             |
| Parking on Walkway of Motorized Vehicles-<br>unless they are marked Handicapped or authorized<br>service vehicle | \$50.00             |
| Common Areas-Littering   | \$50.00             |
| Unlawful loud noise from a vehicle<br>(Village Ordinance)  | \$50.00             |
| Lost "Key Fob"   | \$35.00             |
| Lost "Pool Pass"   | \$10.00             |
| Clubhouse Rental beyond midnight   | \$50.00             |
| No Rental Policy Fine  | \$100.00            |
|  | +\$10/day of rental |
| Per day the residence is rented  | \$10.00             |
| Non-Vaccinated and Licensed dog or cat<br>(Village Ordinance)  | \$50.00             |
| Census Card Noncompliance  | \$100.00/month      |
| Unpaid Fine Increase   | \$100.00/30-days    |
| Guests not parking on Village Drive when a<br>homeowner has rented the clubhouse and or pool                     | Decision of Board   |



Loitering, Vandalism, Noise and Curfew—

Homeowners are urged to report the violations to the Hazel Crest Police department

As a homeowner, when you see any violation being broken or anything that does not seem “right,” please call the Hazel Crest Police department. You can call anonymously.



## **THE 8 MOST VIOLATED CODES**

### **1. SIGN PERMITS:**

Signs advertising garage sales are NOT ALLOWED on medians, at stop signs, street signs, utility poles, trees, or on any public property.

### **2. VEHICLES:**

All vehicles must be parked on a concrete or asphalt paved surface and not on the lawn. No inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicles shall at any time be in state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless inside an approved spray booth.

**STATE LAW:** NO PARKING WITHIN 15 FEET EITHER SIDE OF A FIRE HYDRANT.  
NO PARKING WITHIN 20 FEET OF A STOP SIGN.

### **3. DEFACEMENT OF PROPERTY:**

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing any marking, carving or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

### **4. GARBAGE, TRASH AND YARD WASTE:**

The owner, occupant or lessee of any premises in the village, shall cause to be removed from such premises all refuse and shall keep such premises at all times free and clean from any accumulation of refuse.

Bulk items such as furniture, appliances and mattresses need a special pickup. Arrangements must be made with Homewood Disposal and must not be just left at the curb.

Trash must be stored in a container with a secured lid and cannot be at the curb except on trash removal day. No refuse or garbage container may be left in a front yard or on the parkway after 7:00 pm of collection day.

No container used for the storage, collection and removal of garbage or other refuse shall be placed so as to constitute a nuisance to adjacent property or the occupants thereof.

### **5. ADDRESS:**

Street numbers must be displayed on the house in a position easily observed and legible from the street. The numbers must be Arabic numeric style figures at least 4" tall and each stroke must be at least 1/2".



**6. ANIMALS:**

Any dog or cat found running or being at large in any of the streets or public ways or upon the private premises of any person other than the owner or keeper of such dog or cat shall be deemed and considered to be a public nuisance. No persons shall cause or permit any dog or cat owned or kept by him to be at large within the village. The fine for violation of this prohibition of at-large dogs and cats shall be twenty dollars (\$20.00) (Village Ordinance.)

All dogs and cats, while on any street, public way or private premises of the owners, agent of the owner or keeper thereof, shall be led by a chain or leash not exceeding six (6) feet in length in such a manner as to prevent it from biting or otherwise injuring any person or animal. Nothing requires the leashing of any dog or cat while on the private premises of the owner, agent or keeper.

It shall be deemed to be a public nuisance for any person to cause or permit any dog owned or kept by him to defecate or urinate upon any public street, sidewalk, or other public place upon any other premises not owned or controlled by the person owning or keeping the dog, provided however that shall any such defecation be completely and promptly removed by the owner or keeper of said dog.

It shall be unlawful to harbor or keep any animal which disturbs the peace by loud noises at any time of the day or night.

**7. UNNECESSARY NOISE:**

It shall be unlawful to operate a vehicle which makes unusually loud or unnecessary noise.

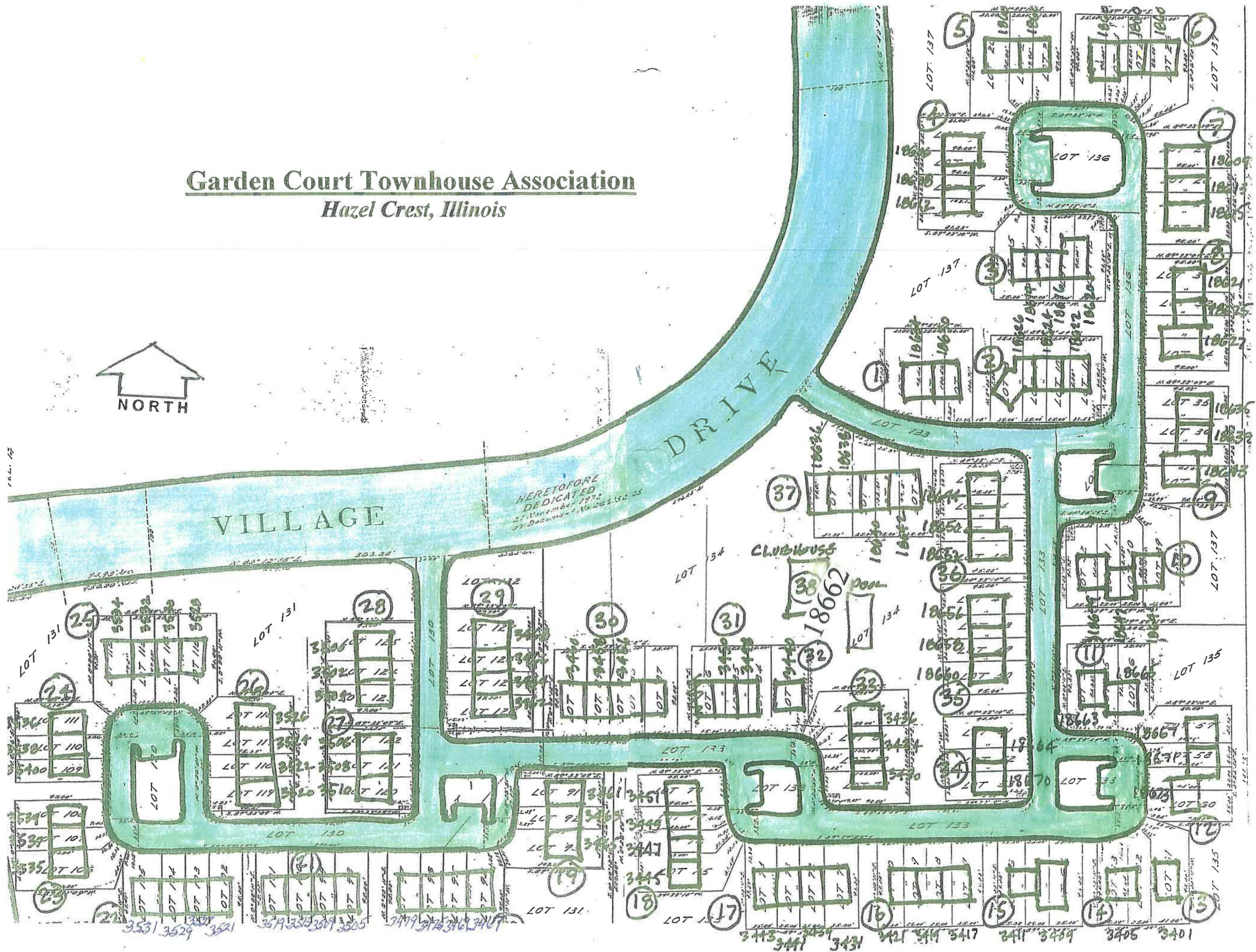
It shall be unlawful for a driver of any motor vehicle to operate or permit operation of any sound amplification system which be heard outside the vehicle from seventy-five (75) or more feet when the vehicle is being operated upon any street, roadway or highway within the corporate limits of villages, unless such system is being operated by an authorized emergency vehicle or authorized state, county or village-owned vehicle to warn of a hazardous situation.

**8. PLAYING STREET GAMES:**

It shall be unlawful to play any games upon any street, alley or sidewalk where such games cause unnecessary noise or interfere with traffic or pedestrians.



**Garden Court Townhouse Association**  
*Hazel Crest, Illinois*





**Delinquent Assessment Repayment Policy:**

All plans must include the following three components:

1. To initiate a payment plan, half of the balance is due up front and the remainder paid within 90 days.
2. Legal fees and late charges will be included in repayment balance.
3. State specific date(s) homeowner will submit payments.

**-Special Notations:**

\*While on a payment plan, regular assessment payments should continue to be paid between the 1st and 15th on the month it is due. Send a separate check made payable to Garden Court Townhomes to EPI.

\*Legal action could be taken against homeowners who fail to complete/and or abandon their payment plan.

\*Only one extension or modification will be allowed to an existing payment plan, within a 90-day period for homeowners whose monthly assessments are current. ***The homeowner must meet with the Board of Directors in person to request a modification at 6:30 p.m. prior to the monthly meeting. The homeowner must notify the management company of their request for a meeting with the Board of Directors in writing no less than 24 hours prior to the meeting date.*** The Board of Directors may provide conditional approval to a modification request prior to the required meeting under certain circumstances, contingent on the owner attending the first meeting after the conditional approval. Should the owner not attend this meeting, the Board will rescind its conditional approval and proceed with collection activity.

\*After completion of a payment plan, there will be an 18-month waiting period before homeowner can request another payment plan.

\*To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to, grant a payment plan prior to the expiration of the 18-month waiting period if an owner explains their hardship before the Board of Directors in person. A hardship is considered job loss, death of a spouse, or a disability.

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**Explanation concerning a time factor when renting the clubhouse.**

The clubhouse may be rented from 9AM until midnight. Midnight means that the clubhouse must be cleaned and all persons must be out of the building.

The first offense will result in a \$50 fine.

The second offense will result in not being able to rent the clubhouse in the future.

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**Escalation of Fines:**

Fines not paid within 30 days of issuance will result in an increase of \$100 every thirty (30) days until paid in full.

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**ARTICLE XI. OCCUPANCY INFORMATION**

Unit owners are required to submit an updated Census Form annually to the Management Company. These Resident Information Forms are due each year by January 31<sup>st</sup>, even if no information has changed. ***Copies of this form will be issued to the owners each December and are available by contacting the management company.*** In the event that any information changes throughout the year, 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 \$100.00 each month until the Census Form is received by the management company.



## **DISPUTE RESOLUTION BETWEEN OWNERS AND THE ASSOCIATION**

EFFECTIVE DATE: January 1, 2019

OBJECTIVE/PURPOSE: This policy is created and in compliance with Section 35 of the Condominium and Common Interest Community Ombudsperson Act (the "Act") (765 ILCS 615/et. al). This policy is adopted by the Board of Directors of the Garden Court Townhome Association ("Association") and shall be the procedure referred to as "Internal Dispute Resolution" in the Association's Rules and Regulations.

This policy shall provide Owners with the procedure to file disputes against the Association.

This policy is applicable to any and all disputes an Owner may have with the Association. The policy applies to disputes including, but not limited to, (1) violations of governing documents; (2) misconduct regarding duties, powers, and/or authority; (3) failure to satisfy and/or complete responsibilities; and (4) any other reasonable grievances an Owner may have with the Association. This policy shall not apply to disputes between Owners.

This policy is available to all Owners upon request from the Association.

RESPONSIBILITY: The Board of Directors for the Association, at the time of the dispute, shall be responsible for resolving all Owners' disputes. The Association President shall be responsible for implementing this policy. The Association President, or any other executive Board Member, shall be responsible for forwarding misaddressed disputes to the Board of Directors for the Association in a timely manner.

### POLICY:

Unless otherwise defined herein, terms used in the Procedure shall have the meaning as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Garden Court Townhome Association, as amended from time to time.

## **PROCEDURE**

Owners who have a dispute with the Association and wish to initiate a formal dispute resolution must prepare a written complaint of the dispute or grievance and submit the complaint to the proper responsible party.

Any Owner who has a dispute with the Association shall do as follows:

1. Fill out the Complaint (attached hereto as Exhibit 1) and provide a detailed description of the dispute and/or grievance.
2. Mail Complaint to Counsel for the Association at the following address:  
EPI Management Company LLC.  
14032 S. Kostner Avenue, Suite M  
Crestwood, Illinois 60418
3. Provide a return address and/or electronic mailing address to receive the Board of Directors final determination of the Complaint.

Once the Complaint has been received by Association's Board of Directors, the Complaint will be reviewed. The Board of Directors will investigate the merits of the dispute and/or grievance set forth in the Complaint. The Board of Directors will consult with the Association or other relevant individuals, if necessary. Within one hundred and eighty (180) days of receiving the Complaint,



the Board of Directors will complete its investigation and prepare a written final determination. The Board of Directors determination shall be marked clearly and conspicuously as "FINAL." The Board of Directors will provide copies of the final determination to the Owner, Association, and all other relevant parties.

Please be advised that if the dispute occurs on or after July 1, 2020, and the Owner disagrees with or finds the Board of Director's determination unsatisfactory, then the Owner may request assistance from the Ombudsperson, pursuant to Section 40 of the Act, within thirty (30) days of receiving the Board of Directors final determination. If the Owner fails to receive a determination marked clearly and conspicuously as "FINAL," then after ninety (90) days of filing the original Complaint, the Owner may request assistance, pursuant to Section 40 of the Act, from the Ombudsperson. Assistance is available to Owners only who are current in assessments, fees, or funds to the Association and who have attempted to resolve the dispute through the Association's Procedure described above.



# **GARDEN COURT TOWNHOME ASSOCIATION**

## **Complaint – Exhibit 1**

OWNER'S NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF DISPUTE: \_\_\_\_\_

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\_\_\_\_\_

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

**RETURN FORM TO:**

**EPI MANAGEMENT COMPANY LLC**  
**14032 S. Kostner Avenue, Suite M**  
**Crestwood, Illinois 60418**



No unlawful, obnoxious, or offensive activities shall be carried out on any of the Garden Court Townhome properties, nor shall anything be done therein or thereon which shall constitute a nuisance, or which shall be, in the judgment of the Board, a cause of unreasonable noise or disturbance to others.

It shall be unlawful for any resident on the grounds of the Garden Court property to make, continue, or cause to be made any loud, unnecessary, or unusual noise which, in the Board's discretion, either unreasonably annoys, disturbs, or endangers the comfort, repose, convenience, health, peace or safety of others within the Homeowners Association.

Also, in compliance with The Village of Hazel Crest's ordinance, fireworks of any kind are strictly forbidden.

NOTE: Fines will be assessed and doubled for each reoccurrence.

It shall be unlawful for residents to make threats or cause confrontations with other residents. Clubhouse and pool privileges will be revoked for one (1) year for such occurrences.



APPROVED GARDEN COURT TOWNHOUSE ASSOCIATION  
COMMUNICATIONS POLICY

FEBRUARY 28, 2022

PREFIX: The purpose of this communication policy is to help facilitate previously approved written agreements with contractors and avoid possible conflicting oral instructions given directly to contractors by homeowners while on site.

All homeowners' concerns about service requests or work orders regarding work being done on the property should be communicated **directly to the Management Company** via email at [epi@epimanagement.com](mailto: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.

NOTE: 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.

Contractors are retained by the EPI Management Company on behalf of the Association to perform specific services. As a result, the Association's contractors should NOT be approached or confronted directly by unit homeowners on the property with their concerns. These contractors are performing at the direction of the Board of Directors, and they CANNOT deviate from the scope of work to which they have been assigned to perform. In addition, follow up by Board or the Management Company cannot be done for any concerns that have not been officially reported to the Management Company using the above-mentioned reporting options.

For the purposes 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 also assessed to the offending homeowner(s) account.