

**GINGER CREEK**

**COMMUNITY ASSOCIATION**

**RULES AND REGULATIONS**

## **PREFACE**

These Rules and Regulations have been adopted with the intent of providing the residents of the Ginger Creek Community Association with a plan to maintain our neighborhood status as a premier community association and to provide homeowners with rules and regulations for living together as neighbors. A successful community association is a group of homeowners who exhibit pride in home ownership and share a common vision to sustain a desirable neighborhood.

Membership in the Ginger Creek Community Association coincides with ownership of property within the Ginger Creek Subdivision. Each homeowner within the Subdivision is bound by the governing documents of the Ginger Creek Community Association, which includes these Rules and Regulations, the Ginger Creek Community Association Rules and Regulations for Property Improvements and New Construction, the Bylaws and the Declaration of Conditions, Covenants, Restrictions, Reservations and Easements.

Being a part of an association means homeowners must adhere to certain rules and regulations, thereby fulfilling a desire to maintain architectural conformity and adhering to the demands of the Declaration of Conditions, Covenants, Restrictions, Reservations and Easements and the Bylaws, which exist for the benefit of the community and help to maintain property values.

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# **GINGER CREEK COMMUNITY ASSOCIATION RULES AND REGULATIONS**

## **SECTION I—INTRODUCTION**

These Rules and Regulations are binding on all homeowners, residents, their families, guests, invitees, pets, and agents. The homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and damages caused.

The provisions of these Rules and Regulations can only be amended by a majority vote of the Board of Governors, in an open meeting with subsequent notice to the homeowners of the amendments or modifications to the Rule and Regulations.

## **SECTION II—DEFINITIONS**

The definitions within the Association's Declaration shall also apply to the Rules and Regulations of the Association.

## **SECTION III—GENERAL RULES**

### **3.1 Basketball Hoops and Playground Equipment**

Basketball hoops may be portable or permanent within basketball standards. All basketball hoops must be properly maintained with no visible rust, or missing or torn nets. Portable hoops must be upright at all times, must be located on or adjacent to the homeowner's driveway, must be at least 35 feet from the street and must not encroach on an adjacent neighbor's lot line. Portable hoops should be properly weighted according to the manufacturer's guidelines. The use of sand bags or other materials placed on the base is not permitted. The installation of permanent hoops must be approved by the ARC prior to installation.

All playground and recreational equipment must be located in the rear of the property and screened from neighbors. Swing sets and jungle gyms must be made of wood or materials in earth tone colors. Any non-permanent seasonal recreation equipment must be stored in a garage or other storage facility during off-season months. An application for the erection of permanent play equipment is required pursuant to 3.7 of the Rules and Regulations for Property Improvements and New Construction.

### **3.2 Business Use**

No trade or business may be conducted in or from any home, except that a homeowner or occupant residing in a home may conduct business activities within the home so long as:

- a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home;
- b) the business activity conforms to all zoning requirements and the Village of Oak Brook ordinances;
- c) the business activity does not involve third parties coming to the property to receive services or for employment purposes or door-to-door solicitation; and

- d) does not increase traffic or parking within the Association so as to create a nuisance, an offensive use or a threat to the security or safety of other residents, as may be determined in the discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time, such activity is intended to or does generate a profit, or such activity requires a license.

### **3.3 Clotheslines**

Outdoor clotheslines and other laundry equipment are prohibited and shall not be erected or used outdoors.

### **3.4 Weapons**

Bow and arrows, "BB" guns, pellet guns, paint ball guns, and other similar weapons are prohibited from being used within the Ginger Creek Community Association Subdivision.

### **3.5 Fireworks**

Firework usage within the Ginger Creek Community Association Subdivision is governed by the Oak Brook Village Code.

### **3.6 Garage Sales**

Garage sales, yard sales, estate sales, or similar types of sales are prohibited in the Ginger Creek Community Association Subdivision.

### **3.7 Garbage**

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, waste receptacles, regular landscape waste and other similar items should be stored in your garage, next to the house out of view or in an aesthetically screened area. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven (7) days. Sealed garbage bags, hard containers, garbage cans, recycle bins, waste receptacles, regular landscape waste and seasonal tree or bush trimmings may be placed outside for collection no earlier than 5:00 p.m. the night before collection day. Empty containers are to be removed from the curb on the day of collection.

Please check with the Village of Oak Brook for the current regulations regarding refuse collection.

### **3.8 Wild Animals, Geese and Ducks**

Feeding of wild animals, which includes but is not limited to raccoons, skunks, or squirrels, geese and ducks is prohibited. No wire or other obstacles are allowed along the shoreline. Homeowners must cooperate with the endeavors of the "Geese Police" to insure the safety of the service dogs and the geese.

### **3.9 Lighting & Holiday Decorations**

Holiday lights and decorations may be displayed four (4) weeks prior to the holiday and (3) three weeks after the holiday.

All exterior lighting must be properly maintained. Except for holiday periods, flashing or colored lights are not allowed in the front of a residence or in the front yard of a residence. Solar lights are not permitted in the front of a residence or in the front yard of a residence.

### **3.10 Mailboxes**

Mailboxes and posts are installed and maintained by the Association and are the property of the Association. Nothing may be added, removed or changed in any way to either the mailboxes or posts without approval of the ARC, except a permitted United States flag and standard holder.

### **3.11 Noise**

It shall be unlawful for any person to make, continue or cause to be made, any loud, unnecessary or unusual noise which creates a nuisance or is noxious or offensive, as determined by the Board.

### **3.12 Nuisance**

No portion of any property shall be used, in whole or in part, for the storage of any personal property or item that will cause the property to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Ginger Creek Community Association Subdivision. Any plants, animals, object or device of any sort whose activities or existence in any way is noxious, offensive, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties, as determined by the Board, is strictly prohibited.

The front and side exterior of homes may not be used for storage, except for the exceptions noted in these Rules and Regulations. Ladders, landscaping materials, lawnmowers, tools, etc., must be stored inside the home or garage. Normal patio and deck items such as lawn furniture and barbecue grills are allowed in rear yards only, except lawn furniture is allowed on a front porch. Firewood must be neatly stacked in the rear of the home. Compost centers and yard waste storage are prohibited.

### **3.13 On-Site Fuel Storage, Flammable Liquids, and Hazardous Materials**

The amount of fuel, flammable liquids, and other hazardous materials stored shall not exceed the maximum allowable quantity per control area of hazardous materials posing a physical hazard as defined in Table 2703.1.1(i) of the International Fire Code.

### **3.14 Parking**

Vehicles shall be parked in the garages or on the driveways serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper-trailers, boats, other watercraft and boat trailers may only be parked in garages. Recreational vehicles may be parked in the driveway for no more than four (4) days in preparation for use or for routine maintenance, with the restriction that the recreation vehicles may not be parked outside for more than twenty days per year. Recreational vehicles may not be used as living quarters within the Ginger Creek Community Association Subdivision. No vehicles other than those owned by the homeowner shall be stored on the exterior of a property for more than (5) five consecutive days, unless Board approval is obtained.

No parking is permitted on village streets between the hours of 2:00 a.m. and 6:00 a.m. special permission to park during overnight hours may be requested on the Village of Oak Brook website. When hosting an event parking is permitted only on one side of the street to assure emergency vehicle access through the community. When hosting an event, "No Parking this side of Street" signs are available from the Village of Oak Brook. As a courtesy to your neighbors, guests should park on the same side of the street as your home is located when hosting an event.

### **3.15 Pets**

No poultry or livestock shall be kept or maintained on any portion of a property except for small domestic pets, dogs and/or cats; however, no more than two (2) dogs and/or two (2) cats over four (4) months of age shall be kept or maintained on any portion of a property. All pets must be leashed when walking through the Association.

No pets shall create unreasonable noises or endanger the health of any homeowner, occupant or resident. All pet owners must immediately clean up after their pets when walking on common and private grounds.

### **3.16 Pools, Ponds, Lakes, Retention Areas, Drainage and Irrigation Systems**

All water elements on common areas within the Ginger Creek Community Association Subdivision shall be aesthetic amenities only. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use. Waterways shall not be contaminated by anything other than water from the storm drains. Items such as garbage, lawn clippings, landscaping refuse, grease, motor oil, etc. are prohibited from being disposed of into Ginger Creek or other water elements.

Homeowners installing in ground hot tubs, spa, pools, ponds or water gardens must have circulating water and require approval from the ARC pursuant to the Rules and Regulations for Property Improvements and New Construction. Above ground pools and portable hot tubs are prohibited. Except for the natural flow and drainage of water, homeowners shall not discharge water onto

adjacent properties. Homeowners shall maintain their irrigation systems so as not to cause excessive water to flow onto adjacent properties and shall maintain and repair their irrigation systems as needed. Irrigation systems that use well water, new and existing, should be modified to keep the well water from spraying on and discoloring mailboxes and other objects.

### **3.17 Satellite Dishes and Antennas**

Refer to Paragraph 4.1 of the Rules and Regulations for Property Improvements and New Construction for the requirements and restrictions relating to satellite dishes, antennas, aerial transmission towers or other similar apparatus.

### **3.18 Sight Distance at Intersections**

Property located at street intersections shall be landscaped so as to permit safe sight across the street corner. No fence, wall, tree, hedge, shrub or other object shall be placed or permitted to remain where it creates a traffic or sight problem.

### **3.19 Signage**

No signage or signs of any kind shall be erected on properties without the written approval of the Board, except the following:

- a) "For Sale" signs are limited to one (1) standard type "Realtor" or commercially available "By Owner" sign per home and may be placed on the front lawn only. Homemade signs are not allowed.
- b) Special occasion signs such as birthdays, birth, etc., which are professionally created, may be displayed for no longer than two (2) days.
- c) Political signs may be displayed on private property only and are limited to one (1) per issue or candidate and must be removed within twenty-four (24) hours after the election. The sign must conform to the guidelines set by the Village of Oak Brook.

Signage, decorative flags, banners or similar items advertising merchandise, businesses, contractor services, or providing directional information to activities or events are expressly prohibited on both private property and common areas.

### **3.20 Trailers, Sheds, Temporary Structures and Fences**

No utility shed, shack, trailer, mobile home or other structure of a similar nature shall be placed upon any part of a property. Fences are not permitted except around swimming pools or hot tubs unless previously approved. All fences and fencing materials must be approved by the ARC. Storage units (PODS) placed on a property for the purpose of loading, unloading or storage can only remain on a property for a period of one (1) week every six (6) months.



### **3.21 Tree Removal and Firewood Storage**

Diseased or dead trees must be removed within thirty (30) days of their discovery, weather permitting, for aesthetic and safety reasons. Firewood must be stored in a location not visible from the front of the home.

When trees are removed, the homeowner must remove the stump to at least ground level and repair the landscaping with grass, sod, or another planting. Trees replaced or newly planted must have a minimum of a four and one-half (4 ½) inch caliper tree.

### **3.22 Unsightly and Unkempt Properties**

Every homeowner must maintain a grass lawn in the front yard, unless a modification is approved by the Board. It shall be the responsibility of each homeowner to prevent any unclean, unhealthy, unsightly, or unkempt condition of a property in the Ginger Creek Subdivision. The pursuit of hobbies or other activities that include the assembly and disassembly of motor vehicles and other mechanical devices may only occur within a homeowner's garage.

Lawns, planting areas and driveways must be regularly maintained and must be reasonably free of weeds. Trees and bushes must be trimmed of dead branches. Property must be regularly cleared of trash and debris.

The exterior of the dwelling must be kept in good repair. Damaged windows, screens, shutters, roofs, gutters, and porches must be repaired immediately, and all exterior painted surfaces shall be maintained to the Ginger Creek Community Association standards—no peeling, faded or discolored painted surfaces are permitted. All exterior color or material changes must be approved by ARC prior to modifications or alterations, pursuant to the Rules and Regulations for Property Improvements and New Construction.

### **3.23 Vandalism**

All acts of vandalism should first be reported to the Oak Brook Police Department and then to the Property Manager.

### **3.24 Yard Decorations and Flags**

No artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures, statues, yard ornaments, fountains and similar objects must be approved by ARC pursuant to the Rules and Regulations for Property Improvements and New Construction. No flower pots or planters are permitted within fifteen (15) feet of the roadway. Three (3) flower pots are allowed in the front yard and no such pots may be plastic. Plastic statues are also prohibited in the front yards. No more than two (2) non-plastic and non-illuminating statues are allowed in the front yard and such statues may not exceed two feet in height. Only one (1) bird bath and one (1) bird feeder are allowed per lot and such items are only allowed in the rear yard.

Homeowners shall review the terms of the Rules and Regulations related to exterior decorating including fountains and lighting.

Only natural rock may be installed on properties, including, but not limited to, rocks used for drainage, flowerbeds, and other landscaping plans. Iridescent or luminescent stone is prohibited. Large landscape boulders may not protrude more than twenty four (24) inches above the ground, must be incorporated into the landscape plan and must be approved by the ARC. Contact the Village of Oak Brook regarding the installation of boulders and stones on right of way easements.

All permanent flag poles must be at least twenty (20) feet in height but no more than thirty-five (35) feet in height and approved by the ARC prior to installation. Flag poles must be located in the front of properties and at least fifteen (15) feet from adjacent properties and at least twenty-five (25) feet from the edge of the roadway. Flags being displayed must include the United States flag and may not be faded or in disrepair. Proper United States flag regulations must be observed by homeowners. No more than one (1) flag pole is permitted per property. Except as provided, all other flags must be approved by the ARC and placed below the United States flag. Flags may not be larger than five (5) by seven (7) feet.

Park style benches and lawn furniture are not permitted in the front of properties.

## **SECTION IV—VIOLATIONS & FINE POLICY**

### **4.1 Resident Cooperation**

The Board does not serve as a police department or as a mediator between disputing homeowners, each resident's cooperation and participation is encouraged. Residents are asked to cooperate in reporting infractions of the Rules and Regulations to the Board or Property Manager.

### **4.2 Written Notices**

Written Notices of violation will be issued by the Board and its agents to a homeowner who has or whose family members, agents, guests, invitees or pets have allegedly committed a violation of the Declarations or the Rules and Regulations. The Written Notice of Violation will be sent by U.S. mail to the property address or by electronic communication to the homeowner, who has consented to receiving notice in this manner. The Written Notice of Violation shall include the specific details of the alleged violation. A hearing may be requested within ten (10) days after the date of the Written Notice of Violation to contest the violation.

### **4.3 Hearings**

A homeowner may request a hearing within ten (10) days after the date of a Written Notice of Violation. At the hearing, the homeowner will have the opportunity to present a defense to the violation. The hearing panel has the right to limit the length of the hearing. No homeowner may bring an attorney to the hearing, without first providing the Board with at least seventy-two (72) hours advance notice, in writing. The hearing panel may then decide to have the Association's legal counsel present for the hearing and if the homeowner is found in default, then the Association may assess attorney's fees incurred to the homeowner's account with the Association. The hearing panel will consist no less than three (3) members of the Board who will conduct the hearing and subsequently decide the matter. The decision of the hearing panel shall be submitted in writing within ten (10) days of the hearing and such decision shall be binding upon all parties.

The request for a hearing must be in writing and must be sent to the Property Manager via U.S. mail or by electronic communication. Provided the recipient homeowner has timely requested a hearing, that homeowner will be provided written notice of the date, time, and place where the hearing panel will conduct the hearing to review the violation. All hearings will proceed with or without the presence of the homeowner who is in alleged violation. Failure to attend a requested hearing may result in the homeowner being found in default and the violation shall be deemed admitted.

#### **4.4 Penalties and Fines**

The below penalties and fines apply to violations of the Declarations and these Rules and Regulations:

- a) A homeowner shall have four (4) weeks from the date of issuance of the written Notice of Violation to correct a violation. This period may be extended at the discretion of the Board or Property Manager upon written application by the homeowner to the Property Manager. Any extensions granted shall be issued by the Board or Property Manager in writing to the homeowner. In the event a hearing has been requested pursuant to paragraph 4.3 above and it has been determined that the homeowner is in violation, the homeowner will have four (4) weeks from the date of issuance of the Board's written decision to correct the violation.
- b) In the event the violation is not corrected within four (4) weeks from the date of issuance of the Notice of Violation or issuance of the Board's post hearing decision pursuant to paragraph 4.3 above a fine of \$50 per week shall accrue payable to the Ginger Creek Community Association. If the violation has not been corrected within eight (8) weeks after the issuance of the Notice of Violation or the Board's post hearing decision then the fine shall be increased by \$50 per week for every four (4) weeks period thereafter until the violation has been corrected. All fines are payable to the Ginger Creek Community Association.
- c) The Board reserves the right to pursue any and all legal and equitable remedies to compel enforcement of any violation of the Declarations or Rules and Regulations, including but not limited to, entering upon the property in question and correcting the violation. All costs and attorneys fees shall be assessed against the offending homeowner and shall be a lien against the property until paid in full. Liens may be filed against the property with the Recorder of Deeds of DuPage County. All fines shall bear interest at a rate of 5% per annum. Interest can be waived in the discretion of the Board upon good cause shown. No failure or omission to take such action, bring such suit or take such other proceeding as may be deemed necessary, shall be held to be a waiver of any rights to enforce compliance with the Declarations or the Rules and Regulations.

### **SECTION V – LEASING, RENTALS AND OTHER PROVISIONS**

#### **5.1 Leasing, Rentals and/or Other Turnover of Possession**

Homeowners are prohibited from leasing or renting their property, and all property is required to be homeowner occupied.

- a) This restriction shall not apply to the leasing or renting of a property to an immediate family member, or if the homesite is occupied by an immediate family member, as long as the family member continues to reside in the property. An "immediate family member" shall be defined as the homeowner's spouse, parent, grandparent, sibling or child. The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.
- b) The Board has the right to grant an exception to this restriction to avoid a hardship to the homeowner, as determined by the Board. In order to apply for this exception, the homeowner must have no outstanding violations or unpaid assessments, and submit a Hardship Application with a payment of \$500.00 payable to the Ginger Creek Community Association. The homeowner must first obtain the Board's approval to lease, prior to the execution of the lease. If an exception is granted, a non-interest bearing bond of \$2,500.00 shall be held by the Property Manager to ensure compliance with these provisions. Upon the expiration of the written lease, for any reason, the exception shall also expire and the property must be homeowner occupied.
- c) Any property being leased at the time that this provision becomes effective, shall not be subject to enforcement of this restriction, if the current written lease for the property is given to the Association within seven (7) days of this provision being effective. The homeowner will only be exempt from enforcement of this restriction, during the term of the current lease on file.
- d) Any property that is allowed to be leased must be pursuant to a written lease, which provides that the lease is subject to the terms of the Ginger Creek Community Association Declarations, Bylaws and Rules and Regulations and Rules and Regulations for Property Improvement and New Construction, and is for a term no more than twelve (12) months. Any lease relationship pursuant to a real estate contract which is a bona fide sale of a property that includes a short term lease back provision until possession can be granted for a legitimate reason, as determined by the Board, shall not be subject to this term.
- e) All homeowners are responsible for the actions of their tenants and the tenants' invitees and guests.
- f) Any violation of this provision shall allow the Board to pursue any and all legal and equitable remedies available which includes, but is not limited to, the imposition of a monetary fine and/or forcibly seeking the removal of an occupant. Any action brought on behalf of the Ginger Creek Community Association and/or the Board to enforce this provision shall subject the homeowner to the payment of all costs and attorneys' fees at the time they are incurred by the Association. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the property collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- g) The terms of this Section V shall not apply to any property owned by the Ginger Creek Community Association or which the Ginger Creek Community Association has possession of pursuant to a judgment obtained in a forcible entry and detainer action.
- h) AirBnB, room and similar rentals are strictly prohibited in the Ginger Creek Community Association Subdivision.

## 5.2 **Mandatory Pre-Closing Inspection.**

- a) At least thirty (30) days prior to a closing of the sale of a Property, a selling homeowner has a duty to send written notice to the Property Manager or Association of the date of the closing of the sale of a Property, and to request a mandatory pre-closing inspection of the exterior of the home and property. The mandatory pre-closing inspection shall take place at a date and time to be determined by the Board or Property Manager with notice to the selling homeowner. The purpose of the pre-closing inspection is to ensure compliance with the Association's community instruments. If any deficiencies or violations are noted, the homeowner or their agent will be notified of the same, in writing, and will be given the opportunity to correct the violations or deficiencies prior to the closing. The Association shall attach notification to the paid assessment letter or provide other written notification of said deficiencies or violations which require correction prior to the closing of the sale of the property. All deficiencies or violations must be corrected prior to the closing of the sale of the property..The Board may assess a fee to the homeowner for the property inspection.

## 5.3 **Compliance with the Condominium and Common Interest Community Ombudsperson Act.**

- a) The Association has adopted a written policy for resolving complaints made by homeowners in compliance with 765 ILCS 615(i) the Condominium and Common Interest Community Ombudsperson Act. The policy and complaint procedures pursuant to this section, shall be available to all homeowners (also referred to as unit owners) of the Association upon request to the Property Manager.