

Quick Reference Guide

Frequently Used Provisions of the Declaration and Bylaws of the Townhomes of Rivermist Homeowners' Association

This is a brief summary of provisions frequently used by residents as found in the “Declaration and By-Laws” document (“Declaration”) which governs our townhouse development. **This document is not, nor is it intended to be a substitute for the official Declaration and By-Laws.** Please refer to the Declaration document for details and other covenants. For your convenience, references are made to the section of the Declaration in which you will find the provisions mentioned below. If you don't have a copy, you can read it or download it from our Association website at www.RivermistTownhomes.org.

Common Areas

“**Common areas**” are **all real estate** except for the townhouse units themselves. Each homeowner owns only his/her townhome unit and the land under and to the exterior walls of his/her unit. Declaration, Article I, Sections 1.03 and 1.04, p.3. Common areas include but are not limited to the mulched areas around the units, the lawns, the berms, the paved areas, the driveways and the roofs.

Property and Liability Insurance:

Each homeowner must have at all times property and liability insurance on their unit. This insurance **must be homeowners-type insurance** on the property and contents, and **not renters' or condominium insurance.** Declaration, Article VII, Insurance, pages 13-16

- a. The level of insurance must be on the basis of the cost of replacement of the townhome unit without any deduction for depreciation.
- b. The deductible cannot be more than \$1,000.
- c. The policy must also name the Association as an additional insured.
- d. A certificate of insurance must be furnished to the Association annually, at least 10 days prior to the expiration of the policy [note: your insurance agent can arrange to do this annually for you].

Responsibility for Maintenance

The Association is responsible for determining the need for and **carrying out all maintenance and repair to the common areas and the exterior of the townhouse units.** This includes landscaping, siding and trim, roofs, driveways, gutters and downspouts. This does **not** include such things as windows, doors, air conditioners, furnaces, etc. **The obligations of the Association for maintenance and repair are limited to the extent there are funds available in the Association account.**

Assessments

Assessment fees are **due quarterly on or before January 1, April 1, July 1, and October 1**, and may be automatically deducted by electronic funds transfer or may be paid by check and mailed to “Townhomes of Rivermist Homeowners’ Association, 500 Katherine Circle, DeKalb IL 60115.” Article VI, “Assessments – Maintenance Fund”, Section 6.01, p.31.

a. A 5-day grace period is allowed from the above dates. If the payment is received or postmarked after the fifth day of the month in which it was due, a \$25 late fee is charged. Board Rule No. 1, adopted November 16, 2009.

b. A second or subsequent late payment in the same calendar year results in a \$50 late fee for each payment past the grace period. Board Rule No. 1, adopted November 16, 2009.

4. Rubbish, trash, and garbage: shall be removed regularly and kept so as not to be seen from neighboring townhouse units. Declaration, Article IX, Section 9.08, p.17

a. Open trash or open refuse cannot be stored in any part of the common areas.

6. Residential use: Townhouse units may be used only for residential purposes. No professional, business, or commercial use can be made of the unit. Declaration, Article IX, Section 9.03, p. 16

7. Signs, etc.: No advertising sign [except one “for sale” or “for rent”], unsightly objects, or nuisances may be placed on the townhouse unit or common area. Declaration, Article IX, Section 9.05, p. 17

8. Animals: No animals shall be bred, raised, or kept at the Development except household pets such as dogs and cats. There is a 2- pet limit per townhouse. Declaration, Article IX, Section 9.07, p. 17. Pursuant to Association Rule Number 2, adopted June 13, 2011, the following are pet owners’ responsibilities:

This Rule applies to the pets of all homeowners and tenants renting from homeowners, and residents; as well as those of homeowners,’ tenants’ and residents’ visitors and guests.

1. Pet owners are responsible for the immediate cleanup and proper disposal of pet waste from their pets.
2. Pet owners are responsible for all injuries caused by their pets on Association property and/or common elements and areas.
3. Pet owners are responsible for any and all costs for repairing damage to the Association and/or its common elements caused by their pets, including replacement of shrubbery and trees.
4. Pets must be held on a leash at all times. (See also Municipal Code of the City of DeKalb, Illinois, Chapter 18, “Dogs and Other Animals,” Section 18.03, “Restraint.”)
5. Pet owners must take appropriate measures to curb excessive barking of their pets which rises to the level of nuisance as defined in Article IX of the Declarations, “Restrictions Relating to Property”; Section 9.14; or which causes a public nuisance or disturbance of

the peace pursuant to the Municipal Code of the City of DeKalb, Illinois, Chapter 18, "Dogs and Other Animals," Section 18.07, "Barking Dogs."

9. **Antennas and satellite dishes:** TV, radio, or ham radio antennas or satellite dishes need prior approval of the Board, and may not be attached to the exterior of the townhouse unit. Declaration, Article IX, Section 9.10, p. 17

10. **Appearance continuity:** Garage doors, exterior light fixtures, and siding cannot be changed from the type and color scheme selected by the developer. Declaration, Article IX, Section 9.12, p. 17

11. **Structural improvements added around a unit:** Fences, screened porches, patios, and decks require prior approval of the Board. Declaration, Article IX, Section 9.13, pages 17-18

12. **No annoyance to neighbors:** No nuisance, noxious, or offensive activity which may be an annoyance to the other townhouse owners is permitted. Declaration, Article IX, Section 9.14, p. 18

13. **Parking areas and driveways:** are limited to operable private cars and vans, and shall not be used for campers, recreational vehicles, trucks, buses, motorcycles, trailers, boats, etc. Declaration, Article IX, Section 9.17, p. 18

14. **Landscaping at personal expense:** A homeowner desiring to install landscaping at his/her expense must obtain prior approval of the Board. Plans and specifications showing the type, size, etc. of the plants must be submitted to the Landscaping Committee, which will make a recommendation to the Board at a regular meeting. Declaration, Article IX, Section 9.19, pages 18 -19; see also minutes of Board of Directors meeting August 9, 2010.

15. **Garage doors:** Homeowners should "generally keep the garage door for his/her townhouse unit closed except when entering and exiting the garage." Declaration, Article IX, Section 9.22, p. 19

2. **Requirements and Duties of the Board of Directors of the Association:** (See generally Article IV of the By-Laws, "Board of Directors", pages 27-29; Article V, "Powers of the Board," pages 29-31, and Article VI, "Assessments – Maintenance Fund", pages 31-33.

a. The Association, through resolutions of the Board of Directors, has the right to **adopt rules and regulations** governing the townhouse units and common areas.

b. The Board must **prepare an annual budget** and determine the monthly assessment for townhouse owners to generate enough income to pay for the required Association expenses.

c. The Board must prepare and make available to all homeowners an **annual Income and Expense Statement** showing what income was received, and how it was spent for the prior year.

d. The Board must establish adequate **reserves** for needed capital expenditures, major repairs, replacements, and contingencies.

16. **Leasing townhouse units:** There are many requirements for homeowners who wish to lease a townhouse unit. Following are some of the requirements:

The lease must be in writing;

The lease must be for the entire unit;

The lease must be for a minimum period of not less than six (6) months. Renewals can be for any length;

The use of the premises is subject to the By-Laws and the rules and regulations of the Association (therefore it is encouraged that the homeowner/landlord provide the tenant with a copy of the Declaration and Covenants and this Quick Reference Guide);

Within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to an officer or Director of the Association.

Dogs, cats, or other common household pets (not to exceed a total of two [2] pets) are allowed.

Please see the Declarations, Article XII, "Leasing of Townhouse Units," pages 21-22; and Article IX, "Restrictions Relating to Property," pages 16-19.