

**WYNDMUIR PROPERTY OWNERS'  
ASSOCIATION  
(WPOA)  
RULES AND REGULATIONS**

**March 1, 2022**



**Wyndmuir Property Owners Association**  
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## **WYNDMUIR PROPERTY OWNERS ASSOCIATION (WPOA)**

### **AUTHORITY FOR RULES AND REGULATIONS**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Wyndmuir Property Owners Association (“Declaration”) authorizes the Board of Directors to adopt and make known Rules and Regulations regarding the maintenance, operation and use of the Common Properties and related matters. These Rules and Regulations have been drawn up by the Board of Directors to provide guidance to property owners related to the ownership of their lots. All of the terms in these Rules and Regulations, to the extent not defined herein, shall have the same meaning as set forth in the Declaration. These Rules and Regulations may be amended from time to time.

The guidelines presented in this document are derived from several sources including the general practice of other associations, State and local ordinances and the Declaration and By-Laws of the WPOA.

Within the Subdivision there are two types of parcels of real estate. The Common Properties and the Lots.

### **COMMON PROPERTIES**

The Common Properties are maintained by the WPOA which include:

- A. The detention area, storm drains and sewers, the berms, visitor parking areas and related light fixtures, private court streets and the trees located on Common Properties
- B. Entrance signage
- C. Court street signage
- D. Woodland/Wetland area
- E. Gravel walkway along Terra Cotta Road

### **LOTS**

All lots are areas that are used exclusively by Owners and for which Owners have responsibility to maintain and repair, including, but are not limited to all landscaping surrounding individual homes.

At the Board’s request, Owners shall provide a copy of the plat of survey for their lots, showing the boundary of their Lot, as well as the improvements thereon.

### **EXTERIOR HOME MAINTENANCE**

Owners also have responsibility to maintain and repair the exterior elements of individual homes and property including, but not limited to windows, doors, siding, roofing, garage doors and gutters.

- A. Patios, decks, screen porches, walkways and driveways.
- B. Landscaping, mulching, lawn repair\* and mailboxes.
- C. HVAC equipment servicing a home.

- D. All utilities including sewer and water from the access point to the residence.

\*Any lawn damage resulting from snow removal equipment or landscaping services will be repaired by the Contractor pending weather.

## **EXTERIOR YARD MAINTENANCE**

The WPOA contracts with various contractors to handle the following services for owners:

- A. Mowing and fertilizing of lawns.
- B. Spring and Fall lawn clean-up.
- C. Trimming of grass around homes, sidewalks and flower beds.
- D. Trimming of Common Property trees and bushes as needed.

The Spring and Fall clean-ups are scheduled by the Contractor based on seasonal weather conditions. Clean-ups begin on approximately April 15<sup>th</sup> and end on November 15<sup>th</sup>. Once the Fall clean-up is completed, all lawn maintenance is the homeowner's responsibility until the following Spring clean-up takes place.

## **Additional Association Services Provided**

- A. Scavenger service
- B. Snow removal of courts, driveways and sidewalks
- C. Salting of courts (discretionary)
- D. Seal coating driveways every other year

The WPOA will reimburse homeowners for the repair/replacement of the portion of their driveways located in the Common Properties. An **Additions and Alterations Request Form** must be submitted along with a plat of survey and service contract in advance of repair or replacement for Board review.

**Owners are prohibited from communicating directly with Contractors, either by telephone or personally, or otherwise attempting to direct the Contractors in how they perform their services. The WPOA and Northwest Property Management are the contractive entities for all Wyndmuir services. All communication with contractors will be handled by the WPOA and/or Northwest Property Management.**

## **PROHIBITED ITEMS**

To preserve the aesthetics and uniform character of our community, the following items may not be installed or placed on a Lot:

- A. Perimeter fences.
- B. Window awnings (unless approved by the Board).
- C. Exterior shades.
- D. Clotheslines.
- E. Sheds or outbuildings.
- F. Trampolines.
- G. Antennas of any kind.
- H. Livestock or pens.
- I. Window air conditioners.

Garbage cans cannot be stored outside the residence and should be placed at curbside no earlier than the evening before scheduled pick-up day. Garbage cans must be returned to the garage the same night of pick up.

## **ALTERATIONS AND ADDITIONS REQUEST FORM**

Any proposed changes that affect the exterior appearance of the residence including landscaping changes require submitting an **Additions and Alterations Request Form**. A link to the form is provided on the Wyndmuir web page and a copy of the form is attached hereto as Exhibit 1. The completed form should be submitted to Northwest Property Management for the Board to review. The purpose of this simple procedure is to preserve the harmony of exterior design and appearance of neighborhood, as required by our Declaration. Many times, reasonable requests are promptly approved.

## **LIMITATIONS, USE AND OCCUPANCY RESTRICTIONS**

### **RENTALS**

No owner who acquires an ownership interest in a Residential Unit after June 27, 2006 may enter into any lease, sub lease or other tenancy arrangement of any Residential Unit. Refer to Declaration of Covenants, Conditions and Restrictions Sections 3.16 thru 3.16.06 for more information.

### **PARKING**

- A. For safety concerns and Emergency Vehicle access overnight parking on the streets is prohibited.
- B. "Guest Parking" is provided on some of the Courts and may be used for **occasional short-term parking** by Owners and guests only. Please be aware that "Guest Parking" areas may be needed in conjunction with snow removal efforts during Winter storm events.
- C. Recreational vehicles, boats, ATV's, motorcycles, stored vehicles, etc. are not permitted to be stored in residential driveways or on residential property.

## **USE OF COMMON PROPERTIES**

Under the terms of the Declaration, the private courts in the community are Common Properties. The primary use of these private courts is for ingress and egress to the Lots. No Owner may take exclusive possession of any area of the private courts, including any area of the roadway improvements in the private courts.

**VIOLATION ENFORCEMENT & FINES POLICY**

- i. Declaration Provisions: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of right to do so thereafter. (Refer to Declaration, Art.9.03, pg. 17)

The Board of Directors shall have the power after notice and an opportunity to be heard, to levy and collect reasonable fines from the Members or Owners for violations of the Declaration, By-Laws and Rules and Regulations of the Association. (Refer to Declaration, Art.5.04.04, pg.11 and Restated By-Laws, Art.8.01.16, pg.8)

- ii. Fine Structure: A violation of a Covenant, Condition, Restriction or Rule shall be subject to a fine not to exceed **\$100.00** per violation until the fine is paid and the violation is corrected. Any offense not corrected within the required time frame will be considered an additional offense and will be handled as set forth in the schedule below. Where there is a conflict between fine amounts, the higher fine will apply. The following is the fine schedule that generally applies:

The right to	1 <sup>st</sup> offense	Warning letter and 15 days to correct or request a hearing
	2 <sup>nd</sup> repeat/uncorrected offense	<b><u>\$25.00</u></b> and 15 days to correct
	3 <sup>rd</sup> repeat/uncorrected offense	<b><u>\$50.00</u></b> and 15 days to correct
	Subsequent repeat/uncorrected offenses	Fine not to exceed <b><u>\$100.00</u></b> Plus legal action

modify such fines, penalties and charges shall be at the discretion of the Board. The Board reserves the right to add additional costs for the repair of damaged property or goods resulting from the violation. In addition, the Board has the authority to assess a daily fine for each day of non-compliance. Any offense not corrected within the required time frame will be considered an additional offense and will be handled accordingly.

- iii. Procedure: If an owner is accused of an alleged violation of any of the provisions of the Declaration, By-Laws and/or Rules of the Association, the following shall occur:
  1. The Owner shall receive a "Violation Notice". This notice will be sent via First Class mail, return receipt requested, and may be issued by the Board, The Association's attorney or the Property Management Company.
  2. If the Owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Board requesting a Hearing with the

Board of Directors. The Protest must be in writing and it must be received by the Property Management Company within fourteen (14) days after the date of the "Violation Notice."

3. Should no Protest be filed within this time frame, the allegations of the "Violation Notice" shall be considered true and taken as if confessed.
4. Should a Protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors for the next scheduled Board Meeting after receipt of the written Protest. Notice of the date, time and location of the Hearing will be sent via First Class Mail.
5. At the Hearing, which will be held in executive session, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. The decision of the Board shall be final and binding on the Owner, in accordance with Declaration Section 5.05. Notification of the Board's determination will be mailed to the Owner.
6. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association or Property Management Company during this time

Notices are deemed made when deposited in the United States Mail, postage prepaid, to the Owner.

Owners are responsible for violations and fines caused by their tenants, relatives and guests

- iv. Payment of Fines: An Owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the Owner to all of the legal or equitable remedies necessary for the collection of the same. All subsequently received payments will first be applied to the oldest balance unpaid as of receipt.
- v. Repeat Offenses: Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action Including Injunctive relief or filing of a lien. All reasonable attorney's fees and administrative costs incurred will be charged back to the Owner's account.
- vi. Additional Demands: Notification may also contain such demands as are necessary to protect the Interests of the Association in accordance with the provisions of the Illinois Not for Profit Act, the Declaration, By-Laws and the Rules and Regulations of the Association.
- vii. Additional Action: The remedies stated herein are not exclusive and the Board in addition, may take any action provided in the Declaration and By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations. The Board does not undertake any responsibility to take corrective action. However, the Board in its sole discretion has the authority to remove or correct any violation, upon delivery or posting of notice, in an emergency situation that poses the potential for damage to person or property. Any costs for correcting

such violation will be charged against the Owner.

## **OWNER COMPLAINT PROCEDURE**

From time to time, Owners may have complaints regarding the actions of the Association, the Board of Directors, its managing agent, other Owners or Association service providers. The Board of Directors hereby adopts the following procedure for Owners to submit a complaint to the Board of Directors for its review, consideration and response. This complaint procedure is being adopted pursuant to the Condominium and Common Interest Community Association Ombudsperson Act, 765 ILCS 615/1 et seq., which requires that the Association have such a written policy.

- A. Owners who have a complaint against the Association, the Board of Directors, its managing agent, other Owners or Association service providers may submit a written complaint in a form similar to Exhibit A attached hereto. In order for a complaint to be considered, all information noted on Exhibit A must be provided to the Board of Directors in some form. Anonymous complaints will not be considered or addressed.
- B. The complaint noted in Paragraph A above must be submitted to the Association, via regular and certified mail, in care of its then Property Manager. As of the date of adoption of this policy, the complaint should be submitted to:  
Northwest Property Management/780 Tek Drive/Crystal Lake, Illinois 60014
- C. Complaints received will be reviewed by the Board of Directors at its next regularly scheduled Board meeting in executive session. At that time, based upon the information provided by the complainant, the Board may elect to:
  1. Direct management to provide a final response to the complainant regarding the complaint;
  2. Request that the complainant attend the next regularly scheduled Board meeting to discuss the complaint and/or provide any additional information required to make a final decision on the complaint: or
  3. Seek additional information to address the complaint from management, legal counsel or Association service providers:

The complainant shall be advised as to the status of the complaint within twenty-one (21) days of the date of that determination.

- D. In the event that a hearing is requested with the complainant, it is expected that the complainant will attend the next regularly scheduled Board meeting. In the event that the complainant does so, the Board may elect to:
  1. Direct management to provide a final response to the complainant regarding the complaint; or
  2. Seek additional information to address the complaint from management, legal counsel or Association service providers;



The complainant shall be advised as to the status of the complaint within twenty-one (21) days of the date of that determination. In the event that the complainant does not attend the hearing and/or provide the additional information requested by the Board, the Board of Directors will deem the complaint to be abandoned and advise the complainant of the same. The complainant may request, within twenty-one days (21) of the date of notice of the closure of the complaint, that the complaint be reinstated. If such a request is received, the complainant shall be directed to attend the next regularly scheduled Board meeting.

- E. In the event that additional information to address the complaint is required from management, legal counsel or Association service providers, in status updates issued within twenty-one (21) days of the Board determination, an estimated date of response will be provided to the complainant based upon the estimated amount of time needed to obtain the additional information from management, legal counsel or Association service providers. The Board strives to address complaints, which are complete and/or do not require the involvement of legal counsel or other Association service providers within ninety (90) days of receipt. The Board strives to investigate and provide a final determination to a complainant no later than one hundred and eighty (180) days after receipt of the initial complaint.
- F. Final determinations shall be issued to the complainant in writing, via regular and certified mail to the address listed in the Association's books and records.
- G. The Boards final determinations are final. The Association will not grant further appeals or requests for reconsideration.
- H. Complaints regarding and related to a matter at issue in an ongoing or concluded legal action will not be considered by the Board.

Adopted \_\_\_\_\_ 2022

# Exhibit A

## Owner Complaint Form

PLEASE NOTE: An Owner Complaint Form must be completely filled out or the complaint will not be considered valid by the Board. Complaints may not be submitted anonymously.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address: \_\_\_\_\_

Complaint Levied Against: \_\_\_\_\_

Basis: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please attach any and all documentation which supports or otherwise forms the basis of your complaint.

I hereby attest that I am an owner within the Association and this information is true and accurate to the best of my knowledge. I further agree to cooperate with the Association to provide any and all information deemed necessary by the Board of Directors to investigate this complaint.

\_\_\_\_\_  
Signature

# Exhibit 1

## WYNDMUIR HOMEOWNERS ASSOCIATION

Northwest Property & Financial Management Corp.  
780 Tek Drive  
Crystal Lake, Illinois 60014  
Phone: 815-459-9187  
Fax: 815-459-1306

### ADDITIONS & ALTERATIONS APPLICATION

**Applicants Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, State, & Zip:** \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_  
**Work Phone:** \_\_\_\_\_  
**Cell Phone:** \_\_\_\_\_

**Description of Planned Addition or Alteration:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Size:** \_\_\_\_\_ **Supplier:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**A sketch, drawing or picture of your proposed addition or alteration must be attached. Please show as much detail as possible. A copy of your plat of survey must accompany any proposed changes outside the basic structures footprint.**

Upon issuance of an approval, it is understood that the unit owner and their successors accept full and complete responsibility for acquiring any necessary permits and accepts all liability arising out of the construction, installation and future maintenance of the subject alteration. Such responsibility and liability includes maintaining the safety of the site and accepting any and all liability for actions arising out of litigation present and future, associated with the project or site.

**Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FOR OFFICE USE ONLY**

Date Received: \_\_\_\_\_ Processed By: \_\_\_\_\_

**APPLICATION APPROVED**

**APPLICATION DENIED**

**Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

It is the unit owners and their successors expressed responsibility to maintain a copy of this approval for their records.