

**Rules & Regulations**  
**Revised**  
**October 2009**

**TO OUR HOMEOWNER MEMBERS**

The information contained in this booklet has been taken from three sources;

1. The Association's Declaration of Covenants, Conditions Restrictions and Easements (DCCR&E)
2. The By-Laws (BL) and
3. Regulations adopted by the Board of Directors (BD)

These rules are intended to enhance the quality of life, property values and comfort and security of all homeowners in our community.

The Board of Directors has been elected by the Association Members to interpret these rules and regulations and their determination will be binding on all homeowners.

To aid each homeowner in understanding and interpreting a rule an annotation will follow each rule, referring the reader to the appropriate section in the Declaration of Covenants (DCCR&E), the By-Laws (BL) or Regulations adopted by the Board of Directors. (BD).

**MAINTENANCE**

1. The Association shall be responsible for snow removal from public sidewalks, private driveways and front walkways from the driveway to the front entrance of each dwelling. Clearing of snow or ice from private sidewalks, decks, patios and rear or side entrances of each dwelling is the sole responsibility of the homeowners.
2. The Association shall be responsible for maintenance of landscaping (including mowing of the grass) located on lots and maintenance of the foundation shrubbery plantings located within five (5) feet of the dwelling foundation. Tree, shrubbery and sod removal and replacement or repair of retaining walls and repair of existing landscaping or grading are solely the responsibility of the individual homeowner. (DCCR&E 4.01; 4.03; 4.04)
3. Each home owner shall have the obligation to maintain in good condition and repair the interior, exterior and landscaping of his/her dwelling unit, including deck and/or patio, and his portion of any party wall located in his lot, except for damage to said wall caused by the act or omission of the Owner of the adjacent dwelling unit, which damage shall be repaired by said Owner causing the damage. Upon the failure of any owner to maintain dwelling and lot in a manner satisfactory to the Board of Directors, the Board has the right to enter upon the lot and make such reasonable repairs, rehabilitation and maintenance of the dwelling and lot and to bill the owner for said

expenditures. (DCCR&E 4.02)

**GENERAL CONDUCT**  
**RULES AND REGULATIONS**

1.The lots shall be used only for single-family residential purposes as a private residence only. (DCCR&E 7.03)

2.PETS—No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other common household pets not to exceed a total defined by the municipality provided they are not kept, bred or maintained for any commercial purpose. (DCCR&E 7.07). No animal houses, runs or pens can be installed on an owner's property. (BD) No owner shall allow a pet to be unleashed at any time within the Association's property. (BD) The owner of a pet assumes full responsibility for all damage to persons or property resulting from the presence of the pet in the Association's area. (BD) Owners shall remove all deposits (of their pets) of any kind from the lawns of all Association members. (BD) NOTE: The city of Naperville has specific pet ordinances which require that all pets must be on a leash. These also must be obeyed.

3.Drying of clothes, linens, towels and rugs shall be confined to the interior of the dwelling unit. (DCCR&E 7.09)

4.All rubbish, trash or garbage shall be kept so as not to be seen from neighboring dwelling units and streets, and shall be regularly removed from the property and shall not be allowed to accumulate thereon. (DCCR&E 7.08) NOTE: The city of Naperville has specific rules for garbage and trash collection that must be obeyed.

5.Parking areas and driveways shall be used for parking operable automobiles only and shall not be used for parking or storage of boats, snowmobiles, trailers, camping vehicles, motor homes or trucks. Nor shall the streets or driveways be used for the purpose of making vehicular repairs. (DCCR&E 7.17, BD) NOTE: The city of Naperville has specific parking regulations which must be obeyed.

6.An owner shall do no act or any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist, which will adversely affect the other properties or their owners. (DCCR&E 7.11)

7.No nuisance, noxious or offensive activity shall be carried on, nor shall anything be done either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of the dwelling units. (DCCR&E 7.13)

8.Garage Sales are limited to 2 per year consisting of no more than 3 consecutive days on 2 consecutive weeks.

Monthly assessments are due and payable in advance on the first (1) day of each month. (DCCR&E Article V, All Sections; BL Article V, All Sections; BD) NOTE: Arrangements can

be made for direct withdrawal, quarterly, semi-annual, or annual payments of dues. Contact the association treasurer for details.

### **INSURANCE**

Each owner shall maintain in full force at all times, insurance covering the dwelling unit consisting of, or providing all protection offered by, the insurance now generally described as fire, extended coverage, vandalism and malicious mischief to one hundred percent (100%) of the full insurable value thereof, with the loss payable on the basis of the cost of replacement without deduction for depreciation, less any deductible to be paid by owner. (DCCR&E 6.02)

### **LANDSCAPING**

Any changes, additions or modifications (including installation of fences or retaining walls) to the original landscaping or grading installed or present on each lot at the time of original sale by the developer must have prior approval of the Landscape Committee and the Board of Directors. (See Approval Procedure at the end of this section.)

PLEASE NOTE: Be sure to call JULIE at 1-800-892-0123 before digging on your lot.

### **ARCHITECTURE**

1.The approval of the Architectural Committee and the Board of Directors is necessary for all exterior dwelling additions or alterations. (See Approval Procedure at the end of this section.) PLEASE NOTE: All exterior and interior changes will probably require an approval and building permit from the City of Naperville. (DCCR&E 8.01, 8.02).

2.There will be no change in the exterior color of a dwelling including but not limited to trim, siding, roof and decks without prior approval of the Architectural Committee and the Board of Directors. ( BD)

3.No advertising sign (except one "FOR RENT" or "FOR SALE" sign of not more

4.No television or radio antenna of any type shall be placed, allowed or maintained on the exterior of any dwelling unit or any portion of the property of the home owner. Satellite dishes are permitted provided they are no larger than three feet in diameter. (DCCR&E 7.10; BD)

5.No structure or building other than attached or detached residences for a single family shall be constructed or installed on each lot. (DCCR&E 7.01, 7.04, 7.05)

6.Shade umbrellas, non-retractable shade awnings, tents, screen houses, playgrounds, play bars, basketball backboard, tennis, volleyball and badminton nets shall not be installed on the lot or dwelling unit. Such items must be removed when not in use. (BD)

7.Brick paver driveways are not allowed due to potential damage by snow removal

equipment. Neither the association nor the contractor could assume liability for any such damage that could occur when the contractor performs the required snow removal services. (BD)

### **APPROVAL PROCEDURE**

For all items requiring approval by the Landscape or Architectural committees and the Board of Directors;

1. Write a description of the proposed work; remember a good diagram is worth a thousand words.
2. Submit the written description to the Chairperson of the appropriate committee, or in their absence, to any member of the Board of Directors.
3. You will receive signed approval or disapproval within thirty (30) days for larger projects, much more rapidly for minor alterations.

If your proposal is rejected by the appropriate committee, you may appeal the decision to the Board of Directors.

The committees and the Board of Directors reserve the right to review the finished project to ensure compliance with the original proposal.

**NAPERVILLE CITY ORDINANCES, which pertain to River Bank but are not incorporated into the by-laws or regulations:**

(Partial List only - full code at  
<http://www.naperville.il.us/municipalcode.aspx>)

**4-2-3: - RESIDENTIAL WASTE, REFUSE, RECYCLABLE MATERIALS, AND LANDSCAPE WASTE:**

1. *Residential Waste Collection:*

- 1.1. Residential waste and refuse shall be collected from all premises at least once
- 1.2. each week between the hours of six o'clock (6:00) a.m. and six o'clock (6:00) p.m.
- 1.3. Containers complying with the provisions of this Chapter shall be placed by the residents the evening before the day of collection at the curb, at the street or at the alley lot line, of the street or alley from which collections of residential waste and refuse are being made.
- 1.4. All containers shall be removed from the street by seven o'clock (7:00) p.m. on the day of collection.

1.5. All residential waste and refuse shall be disposed of at a waste disposal site approved by the Illinois Environmental Protection Agency.

2. *Contract for Residential Waste Pick Up And Disposal:*

2.1. The City may, with the approval of the City Council, enter into one or more contracts for residential waste, refuse, recyclable materials, and landscape waste pick up and disposal throughout the City which shall entitle the contractor to the exclusive right to pick up said materials.

3. *Landscape Waste Collection:*

3.1. Residential landscape waste collection shall be provided at least once each week from March 15 to December 15.

3.2. All landscape waste bags, bundles or containers must have an approved sticker affixed, identifying the material as landscape waste.

4. *Mixing Landscape Waste with Residential Waste:*

It shall be unlawful to mix landscape waste in the same container as residential waste, refuse, or recyclable materials for disposal.

5. *Recyclable Materials Collection:*

5.1. Residential recyclable materials shall be collected at least once each week.

5.2. Recyclable materials must be placed in a container suitable for preventing debris from being spilled by wind, animals, or other interference.

5.3. Recyclable materials must be placed at the street or at the curb from which collections are being made by the residents no earlier than the evening before the day of collection.

5.4. All containers shall be removed from the street by seven o'clock (7:00) p.m. on the day of collection.

6. *Ownership:*

All residential waste, refuse, recyclable materials and landscape waste shall become and be the property of the contracted service as soon as the same is placed in the collection vehicle.

7. *Disposal Of White Goods:*

No person shall knowingly put out for collection or collect white goods (appliances) for the purpose of disposal by landfilling unless the white goods' components have

been removed.(Ord. 05-150, 8-16-2005)

**11-2A-5: - PARKING AT CURB:**

No vehicle shall be parked with the left side of such vehicle next to the curb, except on one-way streets, there shall be no parking against the direction of traffic on one-way streets, and it shall be unlawful to stand or park any vehicle in a street other than parallel with the curb and with the two (2) right wheels of the vehicle within twelve (12) inches of the regularly established curb line, except that upon those streets that have been marked for angle parking, vehicles shall be parked at the angle to the curb indicated by such marks and vehicles shall be parked front end in first at angle parking spaces. (Ord. 90-26, 2-20-1990)

**11-2A-6: - PARKING BETWEEN SIDEWALK AND CURB:**

No vehicle shall be parked between the sidewalk and the curb (or the edge of the paved portion of the street where curbs do not exist) in any residential district, except for a temporary period in case of an emergency, other than in that part of the public right-of-way designed or used for vehicle entrance into a private driveway; and no vehicle shall be parked in such driveway entrance in such manner that any part of the vehicle, including fenders or bumpers, extends over the roadway or curb line, or the sidewalk line. (Ord. 75-44, 5-5-1975)

**11-2A-8: - ALL-NIGHT PARKING:**

No person shall park any vehicle on any street or alley between the hours of two o'clock (2:00) a.m. and five o'clock (5:00) a.m. of any day, except in an emergency. (Ord. 98-148, 10-6-1998)

**LANDSCAPE MAINTENANCE CONTRACT**

The following is a summary of the provisions of the landscaping contract arrangements with the landscape contractor. It provides for the exterior care of all landscaped areas, but specifically excludes paved areas, lights, signs, fences, and irrigation systems. Care procedures that are not spelled out here are the responsibility of the homeowner. The colored stake program that we operate is honored by the contractor but is not part of the contract.

**TURF MANAGEMENT**

1. Turf will be maintained at a height of 2 to 3 inches as conditions dictate. Mowing will be done frequently enough so that approximately one-third of the grass blade is removed when cut. Mowing equipment and patterns will be employed to permit recycling of clippings where possible; any excess clippings shall be removed.
2. A pre-emergent control will be applied to all turf once in the spring to prevent germination of crabgrass.
3. A quality turf fertilizer will be applied four times per season, providing a total of four pounds actual nitrogen per 1,000 square feet. The frequency and rate of application will

be adjusted to meet horticultural conditions.

4. All turf will be sprayed to control broadleaf weeds a total of 2 times per season. The initial application will occur in the spring; the second application will be applied no later than September.
5. Turf adjacent to walks will be edged 4 times per season. Turf adjacent to curbs will be edged 2 times per season.
6. All turf areas will be core-aerated in fall.

#### TREES, SHRUB AND GROUNDCOVER MANAGEMENT

1. All trees up to 8 inches in trunk diameter and less than 20 feet tall will be pruned to remove dead or damaged branches up to a level of 6 feet.
2. All existing tree rings and shrub beds will be edged to prevent encroachment of turf.
3. All beds will be maintained to create a neat and weed-free appearance.
4. All shrubs and evergreen beds will be pruned 2 times per season.
5. All groundcover beds will be pruned 4 times per season.
6. A pre-emergent weed control will be applied to all beds.
7. A balanced fertilizer will be applied to all beds once per season.

#### SPRING CLEAN-UP

1. A general spring clean-up will be provided to remove leaves, branches, papers and winter debris.

#### FALL CLEAN-UP

1. Autumn leaves and debris will be removed from all planting beds and turf areas one time after the majority of the leaves have dropped.
2. Perennial plantings will be cut back to recommended heights in November.

#### GENERAL INFORMATION

1. All work will be performed by trained and supervised personnel. Chemicals will be applied by licensed personnel in accordance with manufacturer's specifications.
2. Landscape debris will be removed from the site at the end of the day.

3.The contractor will monitor and recommend adjustments to the irrigation system. Repair and maintenance of the system shall be the responsibility of the owner.

4.Watering of turf, trees and all planting beds; all diseases, insect infestations; storm or snow damage; and other unpredictable events are excluded from this agreement. Grub treatments are the responsibility of the homeowner.

### **SNOW REMOVAL CONTRACT**

The following is a summary of the provisions of the snow removal contract arrangements with the landscape contractor. Procedures that are not spelled out here are the responsibility of the homeowner.

Snow plowing operations include plowing of all driveways and shoveling of walkways from stoop to driveway, shoveling in front of garage doors and hydrants, but specifically excludes trucking of snow from the site or within the site, unless specifically authorized.

Operations will begin when the snow and/or ice begins to accumulate over 2 inches. During heavy or ongoing snows exceeding four inches accumulation. Roads will be plowed as necessary to permit safe access and egress for emergency vehicles. Snow will be cleared by 7:00 am whenever possible.

### **DAMAGE AND LIMIT OF LIABILITY**

All reasonable care will be taken to avoid damage to pavements, curbs and plant material. However, we cannot be responsible for damage to items which are not visible or marked properly. Proper marking of curbs, hydrants and utility vaults are the responsibility of the client and will be done by the landscape contractor, only if authorized on an extra charge basis. Damage done by the contractor will be repaired at no charge provided proper marking is done and accepted.

Excessive snow piles can damage plant material and impair vision for safe vehicular movement. The landscape contractor will be responsible for damage to plant material if removal of excess snow is authorized and paid for by the client.