

# Westchester Place Homeowner's Association Rules and Regulations

September, 2023



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## PREAMBLE

These Rules and Regulations have been enacted by the Westchester Place Homeowner's Association Board of Directors, and are intended to further the health, safety, and welfare of the Homeowners and Residents of the Association, and to ensure the proper maintenance and care of the Property, including but not limited to:

- Maintaining and repairing the exterior surfaces of the Townhomes
- Maintaining lawns and landscaping as defined and limited by the Board
- Providing snow removal and other services with respect to the residence areas to the extent deemed by the Board to be beneficial and convenient
- Maintaining the Common Area (including our private streets) and enforcing rules governing the personal conduct of Homeowners and their guests thereon
- Asserting architectural control in order to maintain the value of the Properties

The provisions set forth in the ***Declaration of Covenants, Conditions and Restrictions*** are to insure a reasonable level of uniformity and conformity with the architectural design of our community.

*Article VII, Section 3* of the ***By-Laws***, titled *Fulfillment of Owner's Duties* provides that "Each Owner shall be solely responsible for keeping their lot and the exterior of [their] townhouse repaired and replaced from all causes other than normal wear and tear." Any damage other than normal wear and tear which occurs to a Townhome exterior, lot, landscaping, driveway, front light pole, or other concrete structure is the responsibility of the Homeowner. Association responsibilities are limited to services arising from normal wear and tear.

Westchester Place Townhomes are purchased as "fee simple" which means the Homeowner owns not only the home, but also the land under it, which includes front and back yards. The Homeowner should become familiar with the property lines which are described in their *Plat of Survey*.

Nothing contained in these Rules and Regulations shall be construed to contradict the ***Declaration*** or the ***By-Laws*** of the Westchester Place Homeowner's Association.

## **ETHICS AND DIVERSITY STATEMENT**

Westchester Place operates in a world rich in diversity – in race, ethnicity, gender, sexual orientation, experience and thought. To achieve our vision to be the best place to live, we must value ethics and diversity by:

- Ensuring that we respect one another and that each of us has the opportunity to grow and succeed within our community
- Attracting and retaining board members who will best serve and represent our residents and community
- Treating ethics and diversity as business imperatives, core values, and moral obligations from within

The members of the Board of Directors and/or any agent of the Association, including, but not limited to, management, shall not discriminate in enjoyment of services, amenities, privileges and other conditions against any member, resident, employee, contractor, subcontractor, or guest on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service. The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors and does not tolerate discrimination based upon race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

### **POLICY STATEMENT**

Westchester Place business activities shall be conducted in accordance with the highest standards of ethics and business practices, and in compliance with all applicable laws and regulations. We will seek to avoid any actions that violate or appear to violate those standards that are written into law.

## DEFINITIONS

Certain words and terms used in these Rules and Regulations are defined as follows:

- (a) "Association" means the Westchester Place Homeowner's Association.
- (b) "Board" means the Board of Directors of the Association as constituted at any time and from time to time.
- (c) "Buildings" means all structures, attached or unattached, containing one or more unit.
- (d) "By-Laws" means the By-Laws of the Association.
- (e) "Common Area" means all portions of the Property (see below), except Homeowner units and their deeded property. See *Section 1.11*.
- (f) "Homeowner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit and its appurtenant undivided ownership interest in the Common Area.
- (g) "Leasing" for the purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a unit by any person or persons other than the Homeowner for which the Homeowner may or may not receive any consideration or benefit.
- (h) "Managing Agent" means the company hired by the Board to carry out the day-to-day tasks and functions necessary for the proper care and maintenance of the Property.
- (i) "Property" means all land, property and space comprising Westchester Place, all improvements and structures erected, constructed or contained therein or thereupon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Homeowners.
- (j) "Village" means the Village of Westchester, Illinois.

# **ARTICLE 1 – USE OF THE PROPERTY**

## **Section 1.01 Reporting of Crime or Suspicious Activity**

- (a) The Property is located in the Village of Westchester and all calls of complaint, vandalism, prowlers, disturbances, etc., should be directed to the Westchester Police Department (911). If any suspicious activities are observed, notify the Police immediately. Write down any license plate numbers you observe.
- (b) Any acts of vandalism shall be first reported to the Westchester Police Department (911) and then to the Managing Agent so that the necessary repairs may be completed.

## **Section 1.02 Fire Prevention and Safety Equipment**

All units in buildings located within the Property must be equipped with fire prevention and carbon monoxide detection equipment that meets Village codes.

## **Section 1.03 Work Orders**

All maintenance requests can be called in or submitted in writing to the Managing Agent's Customer Service Department. EMERGENCY calls can be placed to Customer Service 24 hours a day, seven (7) days a week. See Article 8 for current contact information.

## **Section 1.04 Structure Impairment, Alterations or Replacements**

- (a) No alterations of any kind shall be made to the exterior portions of any building, including but not limited to roofs, siding, entry doors, windows, patios, driveways, garage doors, balconies, skylights, and sidewalks without prior, written approval of the Board. Homeowners should solicit Board approval by submitting a Modification Request Form to the Managing Agent.
- (b) No alterations may be made to the interior of a unit so as to jeopardize the structural integrity of the building or to cause damage of any sort to a neighboring unit. At its discretion, the Board may repair damage to common walls and areas at the damaging Homeowner's expense.
- (c) From time to time, the Board may hire independent contractors to undertake maintenance projects to repaint individual unit doors, apply sealant to driveways, or conduct other repairs or activities reasonably necessary for the upkeep of the Property.
- (d) Nothing shall be done in, on, or to any part of the Common Area that would impair the structural integrity of any building or structure located on the Property. Except as otherwise provided herein, the attachment of any objects (including anything inserted into the siding) to the outside of any building is prohibited without prior written permission from the Board.
- (e) No permanent building or structure, trailer, shack, garage, barn, storage shed, or other outbuilding shall be placed on any lot or used as a residence at any time. Temporary structures such as screen houses /shade canopies are allowed with prior Board approval, subject to the following:
  - (1) The screen house/shade canopy shall not be attached to any structure, concrete, or in any other way that causes damage to property that the Association is obligated to maintain; and
  - (2) The structure shall not be attached in any way that it interferes with landscapers' work (i.e., no stakes or any other attachments are allowed on the ground outside the patio); and
  - (3) The structure may not remain for more than seventy -two (72) hours.

(f) Animal enclosures are not allowed.

(g) Homeowner is generally responsible for repairing all leaks and damage, including damage to the interior of home including but not limited to leaks from foundation, plumbing, skylights and windows. Repairs and damage arising from roof failure should be reported to the Association, which will then determine responsibility for impacted areas.

(h) Resident is responsible for damage (including repair and replacement) to balconies and balcony surfaces by pets (chewing, scratching, urine and excrement).

## **Section 1.05 Roofs**

(a) Only persons authorized by the Board are permitted on building roofs.

(b) At no time shall anything be drilled, nailed, or affixed to building roofs.

## **Section 1.06 Antennas and Satellite Dishes**

(a) Antennas. At no time may any person install a "HAM" radio or other similar antenna on the exterior or roof of any unit or building.

(b) Satellite Dishes. The following rules apply to the installation of satellite dishes:

1. Any person desiring to install a satellite dish must provide the Board with written notification of installation.
2. Satellite dishes in excess of one (1) meter in diameter are not permitted.
3. A professional bonded satellite dish installer must perform all installations. Also required is a Certificate of Insurance from the contractor made out to the Association indicating that the Association is named as additional insured.
4. The notification of satellite installation must be submitted to the Board no later than 7 days before installation and must include a detailed description of the installation location and specifications of the satellite dish. Additional information that must be included in the notification is the name, address and phone number of the commercial installer and the date of installation. The Board may require the applicant to pay a deposit that shall be used for the repair of any damage caused by the installation and/or removal of the satellite dish. In the event repair costs exceed a Homeowner's deposit, the Homeowner will be billed for the additional cost.
5. Satellite dishes shall not be attached to any part of soffits, gutters, or downspouts. Satellite dishes may not be installed on any part of the roof, staccato board or siding. They may be mounted on poles or only on the decks or railings of the balconies.
6. No unsightly wiring configurations shall be permitted. All wires and/or cables must be encased in molding that matches the color of the building. When possible, existing wires and/or cables should be used.
7. Any Homeowner who installs a satellite dish shall be responsible for any damage caused by the satellite dish being installed, maintained, or removed.
8. After installation, the Homeowner shall permit a follow-up inspection of the installation work.
9. Damaged satellite dishes must be repaired or replaced as soon as practically possible. Repair or replacement of a satellite dish must be completed within seven (7) business days of notification of such damage by the Managing Agent or the Board. If such repair or replacement is not



completed within seven (7) business days, the Homeowner may be fined according to the provisions set forth in Section 7.01 of these Rules and Regulations.

10. Before a satellite dish can be transferred to a purchaser upon sale of a unit, the original Homeowner must inform the purchaser of the rules regarding satellite dishes. In the event a purchaser does not want to assume responsibility of a satellite dish, the seller will be held responsible for all costs associated with restoring any area affected by the satellite dish to its original condition. If the purchaser desires to retain the satellite dish, then all applicable rules will apply to the purchaser.

11. If at any time the satellite dish or the installation of the dish creates a situation that endangers the safety and welfare of the public or limits access, the Board shall have the right to order immediate removal of the satellite dish.

## **Section 1.07 Light Fixtures and Utilities**

(a) All utilities and associated equipment, plumbing and wiring are the responsibility of the Homeowner, including but not limited to installation and maintenance of air conditioning units, meter boxes, sewer drainage pipes from the unit to municipal sewer main, and any buried conduit or cabling. Homeowner is responsible for any damage done to driveway light posts including paint and cabling.

(b) Each Homeowner is responsible for the replacement of burned-out light bulbs in the fixtures attached to the owned unit. Burned-out light bulbs shall be replaced as soon as reasonably possible. The Board or the Managing Agent may, in its discretion, replace burned out exterior light bulbs and charge the account of the Homeowner responsible for such replacement.

(c) All bulbs in exterior lighting fixtures shall be 60W incandescent or 9W LED (Daylight) type. Any additional motion spotlights require an Exterior Modification Request Form.

(d) Every Homeowner shall, at all times, maintain electric and gas service for his or her unit. Homeowners shall ensure that the unit's furnace system remains in good working condition and shall ensure that when outside temperatures are at or below freezing, the thermostat is set to at least 58 degrees Fahrenheit.

(e) No person shall tamper with any other person's utility services, including but not limited to telephone, electric or water service. Any such tampering shall result in fines being imposed pursuant to Section 7.01 of these Rules and Regulations, and the cost of repair or restoration of service will be assessed to account of the Homeowner responsible for such tampering.

(f) Driveway lamp posts are maintained by the Association, including bulb replacement. Burned out lights and malfunctioning light sensors should be reported to Management. If outdoor decorations cover the light sensors and cause the sensor to burn out, the resident will be responsible for the cost of repairs.

## **Section 1.08 Storm Doors and Screen Doors**

(a) Homeowners shall not install any storm door or screen door without first a Modification Request Form and Village of Westchester permit.

(b) Storm and Screen Doors

1. Any installed storm door or screen door must be of original design and color.

2. All storm doors must be full view style, which is defined by the Board as any storm door having only glass or screen within the frame of the door, with top and side flanges no greater than 5" and bottom flange no greater than 12".

3. Doors can include a ventilating, self-storing or roll-screen capability for easy ventilation, which may result in a single bar across the mid-section of the door, but must otherwise be consistent with a full-view style as defined above.

4. No mail slots, pet doors, or kick plates may be installed on any door or patio.

5. **All** storm doors must be approved in writing by the Board prior to installation.

(c) The Board may require, at the Homeowner's cost, the correction of any installation of a storm door or screen door not installed in a manner compliant to these rules and/or Village of Westchester code.

## **Section 1.09 Windows**

(a) No newspapers, cloths, sheets, or blankets may be used as window treatments. Temporary window treatments must be removed within four (4) weeks of moving into the unit.

(b) Broken windows and screens are the responsibility of the Homeowner. All screen and window repairs must be made as soon as reasonably possible, and all replacements shall conform in all respects to the original windows installed by the builder. The Board may mandate the use of specific vendors and replacement materials, and may require the replacement, at the Homeowner's cost, of any replacement screens and/or windows that do not conform to the specifications of the original windows installed by the builder.

(c) Window fans and window air-conditioning units are prohibited.

## **Section 1.10 Plantings and Hangings**

(a) Flowerbeds planted by Homeowners are limited to original, non-sodded areas on Homeowner property. Plantings must be installed in such a way as to not interfere with the functions of any equipment used for the maintenance of the Property and shall not hinder entrance to or exit from any unit.

(b) No person may remove any plant from any landscaped area without the Board's prior written authorization.

(c) No Homeowner plantings are permitted on Common Area.

(d) The Homeowner must first obtain Board approval before planting any material other than existing beds. Once approved and changes have been made, the Association is no longer responsible for maintenance and replacement of that area. Any sod or other Common Area removed or damaged by any person or pet on the property shall be replaced at the expense of that Homeowner who is responsible.

(e) Homeowners are responsible for the care and maintenance of any plantings (e.g., flowers) they install. The landscape contractor and the Association shall not be held responsible for any damage to bulbs, seeds, or plants when maintaining the landscaping or performing any other activity reasonably necessary for the maintenance of the Property.

(f) Homeowner is responsible for watering, mulching and weeding all plantings on their property.

(g) Plants or vines that cling, crawl or affix to any part of buildings, including garages and balconies, are prohibited.

(h) Potted plants shall not obstruct walkways. Planters or potted plants in back of buildings must be on the unit balconies or patios. Planters that hang over balcony railings must be securely fastened to the top of the rail. Planters shall not be attached to any part of the building.

(i) No bird feeder or birdbath will be allowed on any Common Area.

(j) The landscapers crew will “bed edge” in late spring each year. If a resident installs landscape edging (i.e. bricks, edging pavers), they must be flush with lawn to facilitate mowing and trimming. Wood, plastic, vinyl and rubber edging is not allowed. Mulch is recommended to be wood or wood chip. Stone and rock mulch is discouraged, as it has caused window damage in the past and the landscapers may not be responsible.

(k) Residents are allowed to place stakes and string around areas of lawn that have been re-seeded. While this growth is variable due to watering and weather, the following should be followed:

1. The Management Company must be called and notified.
2. The stakes and string will be allowed for 3 weeks.

## **Section 1.11 Common Area Grounds**

(a) The Common Area includes:

1. Guest parking areas (see also Parking);
2. Private streets: Ashton Court, Brighton Court, Carlton Court, Denton Court and Eaton Court;
3. All open, park-like areas, including two open areas at entrance to East and West sides of Westminster Drive, seven large open areas along Westminster Drive, and a small triangular area at the junction of Brighton and Ashton Courts.

(b) Large items of sporting equipment, including but not limited to outdoor basketball hoops, are not permitted anywhere on the Property.

(c) Any toys, bicycles, recreational equipment, other personal items that are used outside of the unit on Common Area or the Lot are required to be removed by sunset each day and stored away from outside view. This includes furniture on outside driveways.

## **Section 1.12 Grills and Fire Pits**

(a) Grills and fire pits may only be operated on cement patios. No grill or fire pit may be operated underneath a wood deck. Grills must be operated at a safe distance from buildings so as not to discolor brick building exterior.

(b) The Homeowner bears full responsibility for any damage caused by his or her use or storage of a grill or fire pit, and any misuse may result in fines being imposed in accordance with Section 7.01 of these Rules and Regulations.

(c) Every Homeowner must comply with the City of Westchester Municipal Code, as amended from time to time, specifically with respect to the ordinance regulating the use of grills and fire pits. The municipal code shall govern where in conflict with these Rules & Regulations.

(d) New or replacement natural gas line grills are prohibited. Upon unit sale, any existing natural gas lines must be turned off and existing natural gas grills removed. Essentially, if a natural gas grill becomes damaged or non-operational it should be removed and not replaced, and the gas line turned off, even if the owner is not selling the unit.

## **Section 1.13 Outdoor Signs**

(a) One standard realtor or "For Sale by Owner" sign may be displayed while a house is on the market. Seller is responsible for any damage caused by installation or removal of signs. These signs cannot use spot lights or any additional lighting.

(b) Except as provided in the above subsection (a), advertising signs or signs for business or commercial activities are prohibited from being displayed anywhere on the property. Political signs (i.e., signs endorsing a political candidate or ballot measure) may not exceed eighteen inches by twenty-four inches (18" x 24") in size, and can only be placed in the plantings area, and not on the lawn-mowing area and should be removed following the voting day.

(c) Placement of signs is prohibited in common areas.

## **Section 1.14 Nuisance and Annoyance**

(a) No portion of the Property, including individual units, may be used for the storage of anything that will cause any portion of the Property to be in an unclean, untidy, unsafe, or unsightly condition. No person shall keep any substance, thing, or material anywhere on the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb any person.

(b) No Homeowner or occupant may make or permit any other person reasonably within his or her control to engage in any conduct that will unreasonably interfere with the rights, comfort, or convenience of any other person.

(c) No Homeowner or occupant will play or operate any musical instrument, stereo, television set, or any similar device at such high volume or in such other manner that it will cause unreasonable disturbance to other Homeowners or occupants.

(d) The pursuit of hobbies or other activities that might tend to cause disorderly, unsightly, or unkempt conditions, including but not limited to the assembly and disassembly of motor vehicles or other mechanical devices, shall not be pursued or undertaken on any part of the Property.

(e) No wildlife other than birds shall be fed on the Property. Homeowner is responsible for keeping bird feeder areas clean. Bird feeders must be at least three feet from the ground. (This is also a Village of Westchester ordinance).

## **Section 1.15 Outside Appearance of Units**

(a) It shall be the responsibility of each Homeowner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her unit.

(b) Garage doors must be kept completely closed except when the Homeowner is present in the garage, or when necessary for entrance to or exit from the garage. Furniture may not be stored on driveways overnight.

(c) Littering or dumping on any Common Area is strictly prohibited and will be fined.

(d) Clotheslines and the outdoor hanging of any laundry is not allowed.

(e) Fences of any kind are not allowed.

## **Section 1.16 Conduct of Guests and Others**

The cost to repair any damage caused to the Common Area or other area, which would otherwise be the Association's responsibility to maintain, repair or replace, by a Homeowner, his or her guests, invitees, family, pets, etc. will be charged to the Homeowner.

## **Section 1.17 Pets**

- (a) Pet owners shall immediately remove and properly dispose of pet waste. This is a Village of Westchester ordinance and a Westchester Place HOA regulation. Repeat violations will be reported to the Village and violating owners fined by the Association.
- (b) No animals other than dogs or cats may be kept anywhere on the Property. Dogs are limited to two (2) per residence per Westchester Village ordinance.
- (c) No animals may be bred anywhere on the Property, nor may any animals be kept for any commercial purpose anywhere on the Property.
- (d) The cost of repair or replacement of any portion of a Common Area, or Homeowner property damaged by a pet will be charged to the owner.
- (e) While outside, all pets must be kept on a leash. Pets shall not be left unattended, staked, or leashed to, or on, any Common Area.
- (f) Pets shall be controlled so as not to create a nuisance anywhere on the Property. Owners who compile two (2) violations shall be deemed to have a pet that creates a nuisance and may be fined at the Board's discretion.
- (g) Pets may be walked on Common Area, sidewalks and streets only. Walking pets on any other Homeowner properties is prohibited.

## **Section 1.18 Home Business/Commercial Activity**

- (a) No Homeowner or occupant may conduct any business or commercial activity within or from any unit, unless:
  - 1. the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; and
  - 2. the business activity is consistent with the residential character of the Property and does not constitute a nuisance, hazardous or offensive use, and does not threaten the security or safety of other residents of the Property.
- (b) The Village of Westchester does not have a specific code addressing home-based businesses. However, every Homeowner must comply with the Village of Westchester Municipal Code, as amended from time to time, with respect to ordinances regulating signage and branded vehicles. The municipal code shall govern where in conflict with these Rules & Regulations.

## **Section 1.19 Soliciting**

The Association prohibits solicitors and individual homeowners are asked to do the same. If any solicitor is acting suspicious, please contact the Westchester Police Department.

## **Section 1.20 Leafleting**

No leaflets, posters, or flyers may be attached to any mailbox or unit door, unless approved by the Board for informational purposes only.

## **Section 1.21 Garbage, Recycling and Storage**

- (a) Garbage, and other waste shall be kept only in sanitary containers. These containers shall be 32 gallon or smaller in size with a maximum of two (2) per Unit. Except for the purposes of collection, the containers must be stored away from outside view. Such containers shall be brought to the curbside area for collection no earlier than 3:00 p.m. on the afternoon prior to collection and must be retrieved by 7:00 a.m. the morning the day following collection. This Section follows the current Village of Westchester Municipal Code 8.04.100 – (Waste) Containers. The municipal code, as may be amended from time to time, shall govern where in conflict with these Rules & Regulations.
- (b) Large items such as appliances, furniture, Christmas trees, remodeling debris, etc. should be disposed of in accordance with Westchester ordinance.
- (c) No garbage may be burned on the Property.
- (d) All littering, including the improper disposal of cigarette butts, is prohibited on the Property.
- (e) If a resident wishes to put a storage POD, dumpster, or other temporary disposal or storage device on their driveway, they must obtain a Village permit. Westchester charges a fee for this permit and it allows only five (5) consecutive days. The Owner will be responsible for obtaining permission (with additional permits) from Westchester if they would like the item to remain longer than five (5) days. All owners using a POD, dumpster, or other disposal or storage device on their driveway will be responsible for any damage caused thereby, and will be required to provide a Certificate of Insurance showing property and liability coverage to the Board before the storage or disposal item is delivered.

## **Section 1.22 Seasonal Decorations**

- (a) Seasonal decorations shall not be installed earlier than six weeks prior and removed no later than one month after the date of the holiday being celebrated.
- (b) No decorations are permitted on the roof.
- (c) All decorations must be placed in a manner that is not hazardous to the safety of any person or property, and in no way shall any decorations prevent ingress or egress to the units.
- (d) In the event there is any damage to a Common Area or other area, which would otherwise be the Association's responsibility to maintain, repair or replace, caused by any decorations (either through hanging, use, removal, or otherwise), the Homeowner shall be responsible for all costs incurred for repair or replacement of the affected area. The Association will contract the appropriate vendor to make all necessary repairs and will charge the cost of such repair(s) to the Homeowner.

## **ARTICLE 2 – VEHICLES**

### **Section 2.01 General Rules Regarding Vehicles**

- (a) All vehicles (including bicycles) are restricted to paved surfaces, such as the streets and driveways on the property. There shall be no routes of passage across any portions of the Common Area, including all lawn areas.
- (b) No motor vehicle may operate on a sidewalk at any time.
- (c) The maximum speed limit on all private streets is 25 m.p.h.
- (d) ATVs, go-carts, snowmobiles, mini-bikes off-road vehicles, or any powered vehicle without a license, shall not be operated anywhere on the Property.
- (e) Repairs to vehicles are not permitted on the Common Area or Lots.

### **Section 2.02 Parking**

- (a) Vehicles shall not be parked, maintained, or stored in a manner that obstructs traffic, ingress or egress to units, garages, mail boxes, hydrants, or any portion of the Common Area or Lots.
- (b) Vehicles other than passenger vehicles, including but not limited to boats, trailers, RVs, off-road vehicles, motorcycles, mopeds, and mini-bikes, are not permitted to park anywhere in the Common Areas or the Lots.
- (c) Mobile storage units may not be placed in any Common Area for any length of time.
- (d) No vehicles (guest or otherwise) may remain in shared (guest) parking longer than seven (7) consecutive days. Vehicles parked longer than seven (7) consecutive days may be towed.
- (e) No commercial vehicle shall be parked on the street, Common Area, or Lots unless such commercial vehicle is, at the time of being parked, being used for normal commercial purposes, and so long as such parking is only for the period of time necessary to provide the commercial services requested by a Homeowner or the Association. Overnight parking of commercial vehicles is prohibited.
- (f) If a Homeowner or occupant is in possession of a Commercial Vehicle, this vehicle must be parked in a garage with the door closed. A Commercial Vehicle is any vehicle used for commercial purposes and/or any vehicle that has commercial signage affixed to it and/or any truck that is greater than 3/4 ton. Vehicles parked overnight with commercial signage are also in violation of Westchester ordinance and can be reported and ticketed.
- (g) At no time will inoperable vehicles (e.g., due to flat tires, general disrepair, etc.) be allowed in any Common Area, Lot, or driveway.
- (h) Vehicles must be parked so that the passenger side of the vehicle is against a curb.
- (i) Overnight street parking is prohibited from 2 a.m. – 6 a.m. on all streets.
- (j) Vehicles in violation of any of the aforementioned items will be ticketed by the Westchester Police and/or subject to fines according to the provisions set forth in Section 7.01 of these Rules and Regulations.

## Section 2.03 Towing

- (a) The provisions set forth in this Section are intended to supplement, but not replace the policies and procedures regarding enforcement set forth in Article 7 of these Rules and Regulations.
- (b) In the event of a violation of these vehicle rules, the Board or its duly authorized agents will send a notice of violation to the Homeowner or will prominently affix a parking violation notice to the vehicle. Any parking violation notice under these Rules and Regulations shall also be deemed a notice of violation under the policies and procedures regarding enforcement set forth in Article 7 of these Rules and Regulations, and vice-versa, regardless of whether both types of notice are sent to the Homeowner.
- (c) Any failure to protest a notice of violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Homeowner as set forth in the policies and procedures regarding enforcement.
- (d) In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
1. Record, to the extent possible, the vehicle identification, including license number, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. The Association in the manner designated by the Board shall keep all such records of violations.
  2. Identify or attempt to identify the Homeowner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  3. Identify or attempt to identify the vehicle owner, if not a Homeowner, and notify that owner of the violation.
  4. Notify the local government authorities, asking that they issue a citation and remove the vehicle.
- (e) In addition to the other provisions for enforcement contained herein and in the policies and procedures regarding enforcement, the Board shall have authority to order that vehicles which are parked in violation of these Rules and Regulations be towed under any of the following circumstances:
1. When a vehicle reasonably appears to have been abandoned, and a Notice of Violation was affixed to the vehicle at least seven (7) days earlier.
  2. When a vehicle is parked in a fire lane or is parked in a manner that presents an immediate danger to the property or to the health, safety and welfare of any person therein. In such circumstances the vehicle may be towed immediately without notice to the vehicle owner.
  3. When a vehicle is parked in violation of any of these Rules and Regulations and the owner of the vehicle has committed at least two (2) prior violations of any provisions of these Vehicle Rules. In such circumstances, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
  4. At any time, the vehicle is blocking the ingress and egress of another resident's unit. In such circumstances, the vehicle may be towed without notice to the vehicle owner.
- (f) Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Homeowner, the costs and expenses may be assessed to the Homeowner as a common expense.
- (g) After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Homeowner must follow the procedures set forth in the policies and procedures regarding enforcement, or the violation will be deemed admitted.



(h) The Board may designate one or more persons or committee to send notices of violations and affix parking violation notices on vehicles.

(i) Notices and Authorizations to Tow.

1. When any tow is permitted under these Rules and Regulations, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace shall occur.

2. All towing shall be authorized on an individual basis only. The Board will not give any general authorization to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these Rules and Regulations.

## **ARTICLE 3 – INSURANCE**

### **Section 3.01 Obligation to Obtain Insurance**

- (a) Homeowners shall obtain all insurance that is required by Article 18, Section 2 of the Westchester Place Homeowner's Declaration.
- (b) Without limiting the general applicability of the foregoing, Homeowners shall purchase a liability policy to protect against damage caused to the personal property of another resident, whether caused by negligence or not.

### **Section 3.02 Power of the Board to Require Proof of Insurance**

- (a) Upon any policy renewal, Homeowners must submit written proof of insurance to the Association, including documentation that Westchester Place Homeowner's Association is named as an additional insured.
- (b) The Association at its discretion may fine Homeowners that do not submit proof of insurance in a timely manner.

# **ARTICLE 4 – LEASES, TENANTS, NONRESIDENT AND RESIDENT OWNERS, AND RENTAL RESTRICTION AMENDMENT**

## **Section 4.01 Leasing and Rental**

- (a) Rental or leasing of units and lots is prohibited (except as stated in Article 12, Section 9 in the Amended and Restated Declaration of Covenants, Conditions and Restrictions), on all property transferred after May 15, 1997 for the Westchester Place Homeowner’s Association.
- (b) Homeowners meeting aforementioned criteria must comply with Article 12, Section 9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions.
- (c) Every lease shall be in writing and shall contain the following provision: “This lease is subject to compliance by the LESSOR and the LESSEE with all the provisions of the Declaration and Rules and Regulations of the Westchester Place Homeowner’s Association.”
- (d) The Board shall be given a copy of the signed, original lease, or a memorandum of the lease if the lease is oral, with proof of insurance, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. Expenses incurred by the Board in obtaining documents shall be assessed to the Homeowner.
- (e) Homeowners shall be responsible for providing tenants the Rules and Regulations.
- (f) Homeowners shall be responsible for payment of all regular and special assessments.
- (g) Homeowners shall be responsible for any tenant’s violation of the Declarations or Rules and Regulations.
- (h) All expenses and legal fees of the Board in conjunction with any violation shall be assessed to the Homeowner.
- (i) Leasing period must be for a minimum of one (1) year; homeowners cannot lease less than the entire home.
- (j) All leases must be between private parties.
- (k) No properties may be used for short term Airbnb, vrbo, or similar rentals.

## **Section 4.02 Owner Contact Information**

- (a) All Homeowners and tenants shall provide the Board their permanent addresses and phone numbers, both personal and at work, for emergency notification. Owners and tenants will also be required to provide vehicle information, including license plates and registration, upon move in, and any time the information changes.
- (b) Expenses incurred by the Board in locating a Homeowner who fails to provide this information shall be assessed to the Homeowner.
- (c) Unless otherwise provided by law, any Homeowner who fails to provide this information shall have waived the right to receive notices at any other address than that of their Westchester Place unit.
- (d) The Board shall not be liable for any loss, damage, injury, or prejudice to the rights of nonresident Homeowners caused by delays in receiving notice.

## **ARTICLE 5 – CONVEYANCE OF UNITS**

### **Section 5.01 Sale of Unit and Moving**

- (a) A Homeowner wishing to sell his or her unit must obtain a letter from the Board, before closing, stating that all assessments are current, and no unsettled violations exist.
- (b) Parking or driving on any Common Area, including but not limited to grassy areas, is strictly prohibited for move-ins, move-outs, or deliveries.
- (c) Any debris remaining after a moving procedure or delivery are completed shall be removed and disposed of properly at the expense of the Homeowner.
- (d) Seller must obtain appropriate inspection per Village of Westchester ordinance.
- (e) Seller must obtain exterior inspection from authorized agent of the Association. All violations must be fixed at Homeowner expense prior to sale.

## **ARTICLE 6 – ASSESSMENTS and COLLECTIONS**

### **Section 6.01 Power of Board to Collect Assessments**

- (a) The Eviction Act, 735 ILCS 5/9-101 et seq., as amended, authorizes the Association to pursue eviction proceedings for delinquent assessments and other monies owed the Association. These proceedings may result in a Homeowner's loss of possession of his or her unit.
- (b) All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.
- (c) A late charge of \$25.00 will be assessed to payments received after the 15th of the month.
- (d) The Association may commence legal proceedings against any Homeowner that is in arrears in monthly or special assessments.
- (e) Once a delinquent account is turned over to any outside source for collection, whether collection agency, legal counsel, or otherwise, all reasonable costs and fees related to such collection becomes the responsibility of the Homeowner.

### **Section 6.02 Special Assessments**

The Board may, from time to time, levy and collect special assessments.

## **ARTICLE 7 – VIOLATIONS and FINES**

### **Section 7.01 Enforcement**

- (a) Any Homeowner who believes that a person has violated any provision of the Declaration, By-Laws, and/or these Rules and Regulations may submit a signed, written complaint to the Board of Directors immediately upon discovery of such violation.
- (b) Upon the discovery of a potential violation of the Declaration, By-Laws, and/or these Rules and Regulations, the Board will notify the Homeowner or occupant in writing by regular mail. Unless the Homeowner has previously provided the Board a written notification regarding a different permanent address, the notice of violation will be mailed to the unit address.
- (c) Homeowners receiving notification of violation are entitled to a hearing before the Board as described in Section 7.02 of these Rules and Regulations.
- (d) Upon determining that a violation has occurred, the Board shall assess a fine to the violating Homeowner's account. Unless otherwise provided herein or as may be determined by the Board from time to time, fines shall be assessed as follows: \$50 (first violation), \$75 second violation, \$100 (third violation), \$200 (fourth violation), \$300 (fifth violation), and \$400 (sixth violation). Thereafter (or any time prior in the Board's discretion), the matter may be referred to the Association's attorney for enforcement efforts. The Board will send notification of the initial fine amount assessed to the violating party's account.
- (e) The Board has the power to determine whether any attempts at remediating the violation have been successful.
- (f) Nothing contained in this Section shall alter or affect the Board's right to seek any available remedy it may have under the Declaration, By-Laws, and/or in law or in equity to enforce compliance with these Rules and Regulations. Furthermore, the provisions of this Section shall not alter or affect the Board's right to take immediate action to remedy any violation that causes a risk of harm to life, limb, or property.

### **Section 7.02 Hearing Procedure**

- (a) Any Homeowner who desires to dispute a notice of violation that has been served upon him or her will be required to submit to the Board, in writing, his or her position regarding the violation and may request a hearing with the Board. After reviewing the circumstances, the Board shall determine the appropriate form of the hearing. The Board has the discretion to conduct an oral hearing, or to conduct the proceedings through written correspondence. The decision of the Board regarding the disputed violation shall be made by a majority vote of the Board and shall be final and binding on the Homeowner.
- (b) Any oral hearing that is granted will be conducted during a Board of Directors Executive Session, at a time determined by the Board. No oral hearing will be conducted with any Homeowner who has not submitted his or her request and position to the Board in writing at least fourteen (14) days prior to the Executive Session. If an owner desires to be represented by an attorney at a hearing, the owner shall also provide written notice of that intention to the Association no less than fourteen (14) days in advance. If an attorney appears on behalf of the cited party, with or without notice, the Board reserves the right to continue the hearing until the Association's attorney has been consulted or can be present. If the violation is found to be proven, any fees incurred by the Association for the presence or consultation of the Association's attorney may be assessed to the cited party's account at the sole discretion of the Board.
- (c) All fines and expenses incurred will be assessed to the Homeowner's account regardless of their pending request for a hearing or dispute of the violation.

## **ARTICLE 8 – COMMUNICATIONS WITH THE BOARD AND MISCELLANEOUS INFORMATION**

### **Section 8.01 Communications with the Board**

Any communications with the Board should be made through the Managing Agent.

### **Section 8.02 Association Forms**

- (a) The Board may, from time to time, create forms for use by Homeowners to communicate information to the Board, or for any other purpose that the Board determines is reasonably necessary for the convenience of the Homeowners and/or the Board. The Board will take reasonable steps to make such forms readily available to Homeowners.
- (b) All forms are available at the Association website (<http://westchesterplaceilhoa.com>).

### **Section 8.03 Mandatory Forms**

The Board may mandate that certain forms be completed by Homeowners or lessees and returned to the Board. Such forms include but are not limited to Emergency Contact Information Forms, Proof of Insurance Forms, and the like. The Board shall indicate on the form that its completion and submission is mandatory. Failure to complete and submit a mandatory form will result in the assessment of a fine pursuant to Section 7.01 of these Rules and Regulations.

### **Section 8.04 Duty to Maintain Accuracy of Information**

It shall be the responsibility of the Homeowner to ensure that all information submitted to the Board through any form or otherwise is current and accurate. In no event shall the Association be liable for any act or omission caused by the failure of any Homeowner to maintain the information submitted.

### **Section 8.05 Miscellaneous Information**

The Board may employ reasonable means to make available to Homeowner's information relating to such topics as standards for the maintenance of the Property. Nothing contained in such standards shall be interpreted as being contrary to the provisions set forth in these Rules and Regulations.

### **Section 8.06 Harassment**

- (a) The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors and all vendors and does not tolerate harassment for any reason.
- (b) Harassment is unwelcome conduct that is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive.
- (c) Harassment of any kind will not be tolerated at the Property or within the Association, whether the harassment is committed by an Owner or Occupant (or family member, guest, tenant, or invitee thereof), or by a member of the Board or by any community association manager retained by the

Board from time to time (or any employee, agent, or contractor thereof), or by any other person over whom any Owner, Occupant, Board Member, or community association manager has control.

- (d) The Association's prohibition against harassment includes actions that constitute discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, Marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.
- (e) The Association's prohibition against harassment includes non-discriminatory actions such as uninvited or unwelcome verbal or physical contact, retaliation, or those actions that create an unpleasant or hostile situation, or create an atmosphere of threats or intimidation.
- (f) The Association, its Board, and any community association manager retained by the Association pursuant to the Declaration and the Act will take affirmative action measures to ensure against harassment.
- (g) If an Owner, Occupant, resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been harassed, he or she should immediately report the matter to Association management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or other members of the Board of Directors. Once the matter has been reported, it will be promptly investigated and any necessary corrective action will be taken where appropriate.

## **Section 8.07 Vendors**

Owners or residents may not direct, question or engage with any Association Vendors regarding Association work or contracts. Any questions regarding the actions of Association Vendors shall be directed to the property manager. Owners or residents who violate this rule may be subject to a fine of up to \$250 per occurrence due to the threat that such action causes to the Association and its contractual relationships.



## **APPENDIX – LIST OF FORMS**

Contact the Property Manager to request Modification Request forms or the Notification form for a satellite dish. Forms must be completed and approved before doing any work. The forms contain the required specifications.

- A. Awning, Patio
- B. Driveway widening (used when a driveway is replaced, Homeowner has an option of paying for additional width).
- C. Exterior Doors
- D. Garage Door
- E. Landscape
- F. Miscellaneous Exterior
- G. Mobility Accommodation
- H. Patio Replacement
- I. Radon Mitigation
- J. Roof Vent-Fans
- K. Satellite Dish Notification
- L. Skylight
- M. Storm Doors
- N. Wall Vent-Fans
- O. Windows and Sliding Doors