

## WESTCHESTER PLACE HOMEOWNER'S ASSOCIATION

c/o Caruso Management Group, Inc.  
800 W. 5<sup>th</sup> Avenue, Suite 110B  
Naperville, IL. 60563  
(630) 717-7188 office  
(630) 305-7804 fax

---

### VARIANCE TO INSTALL A PATIO AWNING

An awning can only be installed over a patio. Homeowners shall have prior Board of Director's written approval prior to its installation by completion of this variance form.

An awning shall comply with the following requirements:

1. Any and all costs associated in any way with the purchase, installation, repair, replacement, maintenance and service for an awning including any repairs to the owner's townhome resulting from the installation of an awning shall be the responsibility of the homeowner.
2. An awning shall not extend beyond the outer edges of the patio and shall be no greater than twenty (20) feet in width and shall not extend more than eleven (11) feet from the townhome.
3. The awning shall be operated by a motorized extender/retractor, shall not be permanently extended, and shall have a retractor device that automatically retracts the awning during high winds that might damage the awning.
4. The awning fabric shall be brown in color. Only stripped patterns are acceptable with no more than three (3) shades of brown in total when using a stripped pattern with the stripes running perpendicular to the townhome.
5. All metal parts of the awning to be dark brown in color.
6. The awning shall have a scallop valance which is the same color and pattern as the awning.
7. The quality of the fabric must be such as to have a warranty for a ten (10) year period.
8. The awning shall be a "free span" style with no pole supports.
9. The awning shall be attached to the townhouse with brackets anchored to the joists spaced no greater than four (4) feet apart using a minimum ¼ " by 3 " lag bolts
10. The awning shall be retracted into a metal cover that provides protection.
11. The awning shall be purchased and installed by a licensed, experienced and insured vendor.
12. The awning shall be retracted overnight and during storms or high winds.
13. Awning fabric which is faded, torn or damaged and damaged mechanical devices or framework shall be immediately repaired and or replaced by the owners and whenever directed by the Association.
14. No side or front screens or any other such additions shall be attached to the awning.
15. The homeowner shall obtain insurance coverage under the homeowner's insurance policy with a rider covering any and all damage or destruction that is caused by the awning to the owner's unit or any other unit, building, structure or persons that result from the installation, removal or accidental detachment of the awning by any and all causes.
16. The homeowner is responsible for the complete restoration of the townhome if the awning is removed.

17. Should the homeowner sell the unit, the new owner must sign a variance agreeing to accept all the terms of this variance, otherwise the awning shall be removed prior to the sale, and the building restored to its original condition.
18. The awning shall have a ten (10) year warranty and shall be removed at the end of that period or replaced with another awning after the homeowners obtains a new variance. The ten (10) year period can be extended by the Board of Directors on a year to year basis.
19. A building permit shall be obtained from the Village of Westchester prior to the installation of the awning and shall be installed meeting all Village of Westchester codes including electrical connections.

I/We agree to comply with these above requirements and agree to indemnify and hold harmless the Association, its unit owners, members of the Board of Directors, employees and management agent from all losses, damage, liability, judgments, court costs, attorney's fees, and interest or any other costs of penalties arising out of the installation of an awning.

I/We hereby agree that failure to comply with any of the above requirements may result in removal of the awning and restoration of the facilities to a condition that existed immediately before approved. All necessary costs and expense associated with this restoration will be at our/my expense, including but not limited to construction costs and consequential expenses such as attorney's fees, court costs, etc. Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter our/my property and repair the awning should it fall into a state of disrepair which is not corrected within fourteen (14) days of written notice to me/us. All costs connected with such repair shall be charged to our/my assessment account and be subject to the collection methods authorized by the Declaration and By-Laws of the Association and the laws of the State of Illinois.

I/We hereby agree and understand that approval of installation of the awning shall be binding on all successors, devisee, heirs, assignees and transferees of our/my property and further agree to inform them of the terms and conditions contained in this waiver.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

Return this completed form to  
 Caruso Management Group at the  
 address printed at the top of the first  
 page.

ACC Approval: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date Approved: \_\_\_\_\_