

WESTGATE TOWNHOME ASSOCIATION
HOMEOWNER MANUAL

Updated December 2006

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**This Manual is in addition to and supplements the covenants of
Westgate Townhome Association.**

Chapter 1 – Administration

1. General

Westgate Townhome Association is a not-for-profit corporation of 175 townhome owners. Each owner has one vote, which may be cast on certain issues. One of those issues is the election of five (5) persons to serve on the Board of Directors.

2. Board of Directors

The Board of Directors of the Association is comprised of five (5) elected owners who administer the functions of the Association. Their terms last two (2) years and they do not receive pay.

3. Board Meetings

The Board meets at periodic intervals. The exact date, time and location of the Board Meeting is published in the Association Newsletter, along with the annual budget in November. Meeting dates are repeated in subsequent newsletters.

4. Annual Meeting

Each year, in the month of March, the members meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all owners.

5. Management

The Board of Directors, pursuant to its powers, has retained the services of a professional management company to handle all day to day matters.

6. Members

Membership in the Association shall include every person or entity who owns fee simple title in any lot, including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any lot.

7. Voting Member

One individual shall be designated as the “voting member” for each lot ownership. The voting member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee corporation, partnership or other legal entity, then the Voting Member of the lot shall be designated by such Owner or Owners in writing to the Board, and if in the case of multiple individual owners no designation is given, then the Board, at its election, may recognize an individual Owner of the lot as the voting member for such lot.

Chapter 2 – Advertising

1. Signs

- A. Owners shall not cause or permit any sign to be placed on the outside walls or roof of a Dwelling Unit without prior consent of the Board. However, “For Sale” or “For Rent” signs may be placed on the interior surface of a unit window not more than five (5) square feet in size.
- B. Garage sale signs shall be removed no later than 24 hours after conclusion of sale.
- C. Front Entrance Sign. No signage of any type shall be placed or posted at the front entrance or area adjacent thereto. The Village of Gurnee prohibits signage along the roadways. If signage is found at the entrance a written warning will be issued by the management company. If the sign is not removed within 24 hours of notification a \$50.00 fine will be levied and the sign will be confiscated.

2. Soliciting

No soliciting is permitted on the property without prior written consent of the Board of Directors.

3. Newsletter

Advertisement will be allowed at rates to be adjusted as needed.

Chapter 3 – Architectural Rules

1. Administrative Procedures

Homeowners requesting approval for architectural modifications, whether they are landscape or structural, must fill out in duplicate a “Landscape Permit” or “Architectural Change or Improvement” form depending upon the nature of the request and submit it to management. In addition, the applicant shall submit a \$50.00 deposit and a certificate of insurance from the applicant’s contractor. If the request is not routine on its face, the application will be considered by the Board and you will be notified of its decision. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the Village of Gurnee. Please be advised that it is the responsibility of the individual homeowner to obtain such permits. **IN ADDITION, NO PERMANENT STRUCTURE CAN BE PLACED OVER AN EXISTING UTILITY EASEMENT, NOR SHALL ANY MODIFICATION BE PLACED IN ANY SWALE TO CAUSE INTERFERENCE WITH DRAINAGE. CONTACT J.U.L.I.E. (1-800-892-0123) TO LOCATE UTILITY LINES BEFORE COMMENCING WORK.**

2. Antennas / Satellite Dishes

No radio or television receiving or transmitting antenna or external apparatus shall be installed on any lot; normal radio and television installations wholly within a building are acceptable. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the property.

Regarding satellite dishes, any installation must conform to the satellite dish installation policy, dated 6/7/05. It is the homeowner’s responsibility to assure the satellite dish is installed in accordance with the policy. Failure to adhere to the policy is subject to a fine of \$50.00/month until corrected. The Association has the right to take action to remove any non-conforming satellite dishes or dishes installed without an architectural change/improvement application form. The removal will be at the homeowner’s expense.

3. Fences

Chain link fences are prohibited. Installation of other style fences requires Board approval.

4. Decks

- A. Elevated Decks – Elevated decks may be modified from original Developer designs to extend a maximum of four (4) feet in a direction perpendicular to unit.
- B. Ground Level Decks – Ground level decks may be extended a maximum of four (4) feet in a direction perpendicular to unit. Notwithstanding the aforementioned, Essex units may enlarge their decks the full width of the fireplace. Homeowners are encouraged to extend decks with wood planks with like material of existing decks. Homeowners must check with the Village of Gurnee regarding new fire wall code ordinances regarding at-grade wooden decks. As an option to wooden decks, the Association will allow complete removal of the wooden deck & replacement with brick pavers. Brick pavers must be laid directly next to each other. Gaps between bricks will not be allowed. Subsurface weed barrier is required, as well as a level sand base. A brick deck must also conform to the village fire wall code ordinance.
- C. Limitations – Notwithstanding anything to the contrary aforementioned, the Association reserves the right to limit the size of any extension based upon the physical characteristics of the area in question; i.e. topography, utilities, etc.

D. Deck Railings

1. Color -

- a. Elevated deck railings shall be painted white.
- b. Ground level deck railings shall be left natural (clear sealer allowed).

2. Style – Railing styles shall be identical to the “models” located at 1827, 1833, 1839, 1845 and 1851 Princeton. (This does not include the size or opening of location on the model unit decks. See illustration.)

3. Openings – Ground level decks shall have rear center openings and may have gates.

Notwithstanding the aforementioned, depending on location of the unit in respect to other units, the Board may permit the opening to be located elsewhere.

E. Steps

1. Elevated decks shall be permitted steps only located on the side of the deck and entirely within applicant’s property line. Said steps shall be perpendicular to the deck.

2. Ground level decks without railings. Said decks shall be permitted, steps located only in the center of the deck and entirely within applicant’s property line.

3. Ground level decks with railings. Said deck shall be permitted, steps located only in the center rear section of the deck and entirely within applicant’s property line. Notwithstanding anything to the contrary, depending on the location of the unit to the other units, the Board may permit the steps elsewhere.

5. Landscaping

Vegetable gardens planted in the ground are prohibited.

6. Storm Doors

Storm doors are to be “clear glass view”, white in color. The flanges are to be 4”-5” except the bottom flange shall have a width no greater than 12” and no less than 5”. All requests shall be submitted to the Association prior to installation.

7. Windows

All windows including storm windows shall be white. Any homeowner who undertakes complete or partial window replacement must complete an architectural change or improvement application and obtain Board Approval prior to replacement. The replacement windows must be similar in appearance & function to the original window. Variations to the window appearance are not allowed, including internal cross panes. Installation of non conforming windows will result in a fine of \$50/month until corrected. The association has the right to take action to remove non-conforming windows. This will be charged to the homeowner at 120% of the actual cost of removal. A lien will be placed upon the unit if the homeowner refuses to pay the fine or costs.

8. Awnings

Awnings are prohibited.

9. Exterior Lighting

A. Lights are defined as “Malibu” or tier lawn lights.

B. A maximum of four (4) lights may be used.

C. Clear or translucent lenses are the only type permitted.

D. Lights must be installed between the sidewalk and the front exterior wall of the unit.

E. Wiring and transformers should be installed out of view to prevent tripping hazards.

F. The lights must be directed toward the residence.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Date: _____

Name(s): _____

Address: _____

Phone Numbers: (Home): _____ (Work): _____

DESCRIPTION OF CHANGE OR IMPROVEMENT: _____

ATTACHMENTS TO DESCRIPTION:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, unit, and neighboring property or other structures or objects, or physical features of property, including but not limited to swales, trees, utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

APPLICATION AFFIDAVIT

1. I hereby agree to obtain all necessary building permits to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this architectural change and/or improvement, and that all changes and/or improvements shall be within my lot lines.
3. I hereby agree to indemnify and hold harmless the Association, its unit owners, Members of the Board, Employees and Managing Agent from all loss, damage, liability, judgements, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep and maintenance of said change and/or improvement.
5. I hereby agree to record this application and necessary supporting documents with the Recorder of Deeds and/or Registrar of Torrens of the County in which the property is located within 14 days after approval by the Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.
6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION (cont'd)

7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of the Application.
All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.

9. In regards to satellite dishes, I have obtained & understand the Westgate Satellite dish installation policy, dated 6/7/05, have forwarded this policy to my satellite dish company, and am responsible to verify the satellite dish installation to be in accordance with said policy or be liable for the fines noted in Chapter 3.

NOTICE:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____
Signature

X _____
Signature

FOR OFFICE USE ONLY:

Deposit Paid: _____

Date Approved: _____

Date Rejected: _____

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

Satellite Dish Installation Requirements

6/7/05

1. Submit application with a \$100 deposit and obtain the Westgate Association Board Approval prior to making installation date with Satellite Company. The deposit will be returned upon the removal and inspection of the vacated satellite location. In the event of a sale, in which the buyer wishes to keep the satellite, the seller may transfer the deposit to the buyer by written agreement. A copy of the agreement must be forwarded to the management company to process the transfer.
2. Satellite dish can be attached to wood somewhere on the roof, such as a second story extension, chimney, or furnace vent stack. It is prohibited to attach dish directly to roof or siding.
3. If roof installation is not an option, the dish can be attached at ground level to the rear deck. Use of poles to elevate dish is prohibited.
4. Entry of cable from dish into residential unit must be made within 10 feet from dish. Any cable distribution to multiple rooms must be made inside the residential unit. Multiple cable feeds along the outside of the unit are not allowed.
5. Any cable required from the dish to the entry point of the residential unit must be securely attached to the outside of the unit, without sags between fasteners. Any maintenance needed for the cable fasteners are the perpetual responsibility of the applicant and/or homeowner. Any damage to the siding is the responsibility of the unit owner.
6. No satellite dishes shall be placed along the outside of any residential unit facing Delaware Avenue, unless no other location is acceptable to receive reception. If this situation occurs, the applicant and/or homeowner must obtain a written statement from the Satellite Company stating such and forward documentation to the Westgate Association Board within 7 days of installation in order to avoid future possible removal of dish and/or fines.
7. It is the applicant's/homeowner's responsibility to forward these installation requirements to their Satellite Company prior to installation.

Chapter 4 – Assessment Policy

1. General

The Association is funded by dues paid by each member and is to be paid by the first of each month. Please use the payment cards and envelopes provided at your closing making your checks payable to Westgate Townhome Association. If you did not receive your cards, call management at 847-244-0100. You will not be billed for your monthly assessment.

2. Delinquency

Any assessment not paid by the first of each month.

3. Late Charge

A late charge of \$20.00 shall be charged if payment is not received on or before the 15th of each month.

4. Legal Proceedings

The Association reserves the right to initiate legal proceedings against any homeowner who is delinquent. All court costs and attorney fees will be added to the arrearage of the homeowner.

5. Rule Violations

Any penalties levied by the Board for Association rule violations not paid within fifteen days of the Boards decision shall be deemed delinquent and subject to the above assessment enforcement proceedings.

6. Special Assessments

From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.

7. Revocation of Privileges

All Association privileges are automatically revoked if the unit owner is delinquent.

Chapter 5 – Enforcement of Rules

1. Declaration Provisions

The Declarant, the Association, or any owner, shall have the right to enforce, by any proceedings at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws, and Rules. Failure by the Association or by any owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. Fine System

Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000.00 per violation and revocation of privileges until said penalty is paid and the violation corrected.

3. Procedural Rules

No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.

- A. Time of Limitations – Complaints must be filed within 35 days of violation.
- B. Hearing Body – The Board of Directors shall hear all complaints.
- C. Continuances – Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.
 1. Cause is defined as:
 - a. Party or witness out of town.
 - b. Party or witness is ill.
 - c. Death in family of party or witness.
 2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.
- D. Burden of Proof
 1. Violation – Unanimous Board decision required.
 2. Penalty – Majority Board decision required.
- E. Enforcement
 1. Lien
 2. Legal Proceedings
 3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural violations, etc. if the homeowner has failed to do so within the time granted by the Association. All costs related to said Association action shall be back charged to the homeowner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules.
- F. Definitions
 1. Final Decision – Any decision of the Board is final.
 2. Consolidation – Where two or more complaints are filed against an owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.
- G. Complaints
 1. Homeowners may file complaints.
 2. Board Members may file complaints, but not take part in the decision.
 3. Committee Members may file complaints.
- H. Notice – The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.
- I. Penalties – The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.
- J. Inconsistencies – All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

Westgate

COMPLAINT HEARING
Failure to appear may result in a default being
entered against you in the form of a fine.

Date of Hearing _____

Time of Hearing _____

Place of Hearing _____

COMPLAINT

Complainant:

Name	Address	Phone
------	---------	-------

Violator:

Name	Address	Phone
------	---------	-------

CLAIMED VIOLATION

Date: _____ Time: _____ Location: _____

What Happened? _____

WITNESSES

Name	Address	Phone
------	---------	-------

Name	Address	Phone
------	---------	-------

AFFIDAVIT OF SERVICE

The undersigned states that I have served the attached complaint by placing the complaint in a properly addressed, sealed and stamped envelope in the U.S. Mailbox at _____
_____ on the _____ day of _____, 20 _____.

Complaint Server

- OR -

The undersigned states that I have personally served the attached complaint upon the named violator or a member of his family above the age of 13 years, at the violator's address stated in the complaint on the _____ Day of _____, 20 _____.

Complaint Server

Instructions to Complaint Server:

Please sign your name on the by line that applies to the type of service you performed in serving the complaint. Sign **one** by-line only.

Chapter 6 – Garbage Collection

1. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate, except building materials during the course of construction of any approved structure, on the Properties. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Board, at its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same.
2. Trash shall not be placed out prior to 6:00 p.m. or sunset, which ever comes first, on the night before collection.
3. Collection is performed by Waste Management after 6:00 a.m. on Mondays and Thursdays. If you have very large items, such as appliances, hot water heaters, carpet, etc. you will need a special pick-up. Call Waste Management at 847-395-2020.
4. All handling of garbage will be subject to the provisions and ordinances of the Village of Gurnee.
5. All garbage must be placed in sealed containers or sealed bags to prevent it from being windblown or disturbed by animals. Garbage must be put out on appropriate pick-up days. Recyclables must be secured in a manner that will prevent them from being blown away. ***Remember when there is a holiday pickup is a day later.***
6. Any garbage or litter remaining on the ground after pick-up (including old newspapers) should be picked up by the unit owner responsible.
7. Large items which will not fit into containers or bags shall be contracted for pick-up directly by the unit owner at his/her expense (i.e. furniture, appliances, building material, etc.). Call your present scavenger for more information.
8. The scavenger service will pick up the clean recyclable items as follows:
 - Paper: Newspapers, magazines, phone books and junk mail must be brown bagged or bundled
Corrugated cardboard must be bundled into pieces not larger than 2 feet on a side.
Paperboard; cereal boxes, paper tubes, soda/beer cartons and frozen food packaging may be loose or bundled
 - Glass: Jars and bottles. Only food or beverage containers are acceptable. Rinse with water and remove lids and caps.
 - Plastic: Only containers coded #1 - #5 on the bottom. Milk jugs, soda/water/juice bottles, laundry detergent / fabric softener containers, butter/margarine/yogurt containers. All lids off.
 - Metal: Tin, steel or aluminum cans. Must be rinsed, labels may remain. No scrap aluminum or steel accepted.

Recyclables are picked up on Thursday with regular garbage collection. Please use the recycling bin provided by the scavenger service.

Chapter 7 – Insurance

1. Master Policy

At the Board's discretion, the Association *has obtained and maintains* a policy or policies of insurance covering the Lots and Dwelling Units (other than the contents thereof). If the Association shall maintain a “master policy”, then the Owner shall not be required to provide proof of insurance as set forth in Section 5 below. If a “master policy” is purchased by the Association, Owners should purchase an H.O. 6 type policy, which covers your contents and liability for your negligent acts. This covers your personal property, furniture, additional living expenses (in the event your unit is uninhabitable due to a covered claim), and personal liability. The Association master policy carries a large deductible. In the event of a claim, the association may seek to recover the deductible from unit owner involved in the claim. Your obligation to pay the deductible may be offset by your own deductible, if you add building coverage. Some insurers cover the claim under loss assessment.

However, **contact your insurance agent or broker for advice.**

2. Additions and Betterments

The Board shall not be responsible for obtaining any additional insurance coverage due to additions, alterations or improvements to any Dwelling Unit or Lot. Such shall be the responsibility of the Owner.

3. Common Area

The Association provides insurance on the Common Areas in the form of:

- A. Property Coverage
- B. Comprehensive General Liability Coverage
- C. Directors and Officers Liability Coverage
- D. Workers Compensation Coverage
- E. Fidelity Coverage

4. Lots

If the association discontinues its master insurance, Each Owner shall be responsible for and shall provide his own hazard and property damage insurance covering his own Lot and Dwelling Unit, furnishings and personal property therein, and personal liability. All such policies shall provide coverage for 100% full replacement value of the Dwelling Unit without depreciation. In addition, each Owner shall maintain at his cost and expense any special flood insurance as may be required by a mortgagee. The type of insurance policy that best fits the requirement is called an H.O. 3 type. However, **contact your agent or broker for advice**

5. Proof of Insurance

All Owners shall provide the Association with proof of insurance in the form of a certificate of insurance within a 10-day notice of cancellation. Failure to do so shall subject the Owner to all penalties and enforcement procedures pursuant to the Declaration, By-Laws, Articles of Incorporation and these Rules. Further, the Association shall have the right, but not the duty, to purchase an insurance policy on any Lot and Dwelling Unit not providing proof of insurance as required, and back charge said cost to the Owner.

Chapter 8 – Limitations, Use and Occupancy Restrictions

1. Animals

- A. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicago land area.
- B. All pet Owners are responsible for immediately cleaning up after their pets on the Lots and Common areas.
- C. All pets must be kept on a leash when not within a unit.
- D. All animals must be attended to at all times when not inside a unit. Attended means within the visual and audible control of the Owner or his guests. No pet shall be tied, chained or staked to a building, grounds plantings, or other items constituting part of the common areas or Lots, placed in a cage upon the common areas or Lot, or otherwise left unattended outside a unit at any time.
- E. No pet shall be allowed to create a nuisance or unreasonable disturbance, whether inside a unit or out, or to damage property. A unit Owner is responsible for the actions of pets of anyone living in or visiting his/her unit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the properties upon three days written notice from the Association.

2. Commercial Activities

No commercial activities of any kind, unless otherwise provided by the Declaration, By-Laws, or Rules, shall be conducted on any Lot or the Common Area on the Property, except activities intended primarily to service residents of the Property.

3. Nuisances

No nuisance shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the Lots and Common Area; or affects the health, safety or welfare of the residents, owners or property; or detracts or threatens to detract from the property values of the Lots and Common Areas. Nuisances shall include, but not be limited to; barking dogs, unsupervised/undisciplined /unruly children, noise disturbances, unsightly yards, etc.

4. Easements

No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

5. Auto Repairs

Homeowners and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said unit owner. No repairs of any vehicles shall be allowed in guest parking, on streets or in common areas.

6. Firewood Limitation

Homeowners will be limited in the manner and method of storing firewood adjacent to their unit as follows:

- A. Storage of firewood shall only be permitted in garages. Notwithstanding the aforementioned, firewood may be stored on decks from November through April in a neat and orderly manner.
- B. The width of the firewood shall not exceed 8 feet, if stored on deck.
- C. Raised decks. Notwithstanding anything to the contrary aforementioned, storage of firewood under raised decks is permitted in a neat and orderly manner.

7. No Unsightly Uses

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Lot or the Common Areas. The Lots and the Common Areas shall be kept free and clean of rubbish, debris and other unsightly material. No temporary building, trailer, garage or building in the course of construction or other temporary structure situated on the Properties shall be used, temporarily or permanently, as a residence.

8. Pipes

No water pipes, sewer pipes or drainage pipes shall be installed or maintained on the Properties above the surface of the ground, except hoses and moveable pipes used for irrigation purposes and sump pump discharges.

9. Flagpoles

No flagpoles shall be installed upon any portion of any Lot or the Common Areas, except one flag is permitted to be mounted to any surface of the garage except aluminum siding or roof.

10. Vehicles

See Chapter 10 – Parking

11. Power Driven Vehicles

No machinery or power driven vehicles (i.e. snowmobiles, go carts, min-bikes, etc.) shall be placed or operated upon any portion of the Common Areas except such machinery and vehicles which are normally used in connection with residential property.

12. Toys, Etc.

All toys, bikes, portable basketball hoops, etc. shall not be scattered about the Lots or Common Areas and shall be removed from the Lots and Common Areas before darkness and stored in a neat and orderly manner.

13. Seasonal Decorations

A. Seasonal decorations may be displayed during the following periods:

1. Christmas – November 15 to February 15.
2. All other holidays – 30 days before and 30 days after.

B. Seasonal decorations shall be attached to buildings in such a manner as to not leave any attachments to the structure. Attachments to aluminum siding is prohibited.

14. Coach/Garage lights

Unit Owners are responsible for maintaining said coach lights, and seeing that they are turned on from sunset to sunrise. Owners are subject to fines if lights are not kept in working order. Motion lights are not allowed.

15. Seal coating

Unit owners are permitted to seal coat their driveway, however the Association suggests that where two driveways are connected, both driveways be seal coated at the same time to preserve a uniform appearance.

Chapter 9 – Maintenance

1. Definitions

- A. Appurtenant: Belonging to; accessory or incident to; adjunct, appended or annexed to. A thing is deemed to be incidental or appurtenant to land when it is by right used with land for its benefit. (Black's Law Dictionary)
- B. Common Area: All of the Properties, except the Lots and Dwelling Units.
- C. Dwelling Unit: A residential townhome located on the Properties designed and intended for independent residential use and such other uses permitted hereunder. Each Dwelling Unit shall consist of fee simple ownership of a portion of a lot as set forth on the Plat and designed or intended for use as living quarters for a single family as constructed by Developer on the land on which such Unit is located (as designed by recorded plat of subdivision).

2. Common Area

The Association shall maintain, repair and replace the Common Area, and its elements, including but not limited to parking areas, grass, trees, shrubs, plantings, creeks, lighting, private sidewalks and shall have the absolute power to exclude snow plowing and/or shoveling from the duty of the Association to maintain the Common Area.

3. Lots

The Association shall maintain and repair the Lots and the townhomes located thereon, including, but not limited to:

- A. Painting, maintenance, repair, replacement and tuck pointing of all exterior surfaces of the Owner's townhome, roof system, gutters and downspouts, provided, however, the following items are specifically excluded from maintenance, repair, replacement or tuck pointing:
 1. All window casements and component parts of said system;
 2. All doors and component parts of said system;
 3. Patios or decks, except painting of elevated decks;
 4. Light fixtures;
 5. Sill cocks;
 6. Foundations;
 7. All structural members and component parts;
 8. Latent or patent defects in material or design not caused by the Association. Notwithstanding anything to the contrary, the Board of Directors may exercise discretion and choose to carry out such maintenance, repairs and/or replacements in an effort to eliminate said problems. Should the Board decide to do so, it shall be subrogated to any rights of the member and shall have standing to sue any responsible party under any applicable theory in law or equity. The damages or remedies awarded from said legal action shall be the exclusive property of the Association.
 9. Ice dams; See chapter 15, #4 ice dams
 10. Utility connections. (See Article Fourteen for further detail.) Further, in the exercise of its responsibilities hereunder, the Association may, but shall not be obligated to improve on the design and/or materials used to carry out said maintenance, repair or replacement.
- B. Maintenance of the lawns, trees, decorative shrubs and other landscaping initially installed by the Declarant (as defined and limited by the Board) within each Lot, unless surrounded by shrubs, landscaped, improved or equipped by the Owner in such manner as to preclude convenient access by large equipment. Notwithstanding the foregoing, it shall be the responsibility of each Owner to water the lawn, plants, shrubs and other landscaping within the Owners Lot. When new grass, seed, bushes, trees, etc. are planted on a homeowner's lot by the Association, it shall be the owner's responsibility to water such landscaping to promote growth. If the owner fails to water, a fine may be levied at the Associations discretion. Replacement costs will be the homeowner's responsibility.
- C. Refuse collection of each Lot and other services with respect to the residence areas to the extent deemed by the Board to be beneficial and convenient. In the event the Village of Gurnee has, by franchise, license, or other contractual arrangement, granted the rights to provide refuse removal services throughout the Village to any entity, such entity shall have the right to remove refuse from the Lots for such fees as are uniformly charged by the Village for such services throughout the Village.
- D. Snow plowing or shoveling to the extent deemed by the Board to be beneficial and convenient is the sole discretion of the Board.

The foregoing services provided by the Association in regard to the exterior surfaces of an Owners home shall be limited to normal wear and tear and the Owner shall be solely responsible for all exterior repair and replacement resulting from causes other than normal wear and tear, including but not limited to losses from casualties for which Association or the Owner has obtained insurance coverage and shall be solely responsible for all interior and structural repair and replacement.

The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot.

In the event the Owner shall fail to effect such repairs and replacements, the Association may elect upon reasonable notice (but shall not be required) to do so, and in such event, the expenditures incurred by the Association shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys fees in the same manner and to the same extent as provided under the Declaration and By-Laws.

4. Decorating

Each Owner shall furnish and be responsible for, at his own expense, all decorating of the interior of his own Dwelling Unit from time to time, including painting, wallpapering, window shades, curtains, lamps, and other furnishings and interior decorating. The use of and the covering of the visible on the exterior of the Dwelling Unit shall be subject to rules and regulations of the Board.

5. Damage Caused by Owner

If, due to the act or neglect of an Owner, member of his family or household pet, or of a guest or other authorized occupant or invitee of such Owner, damage shall be the responsibility of said Owner to the extent not covered by the Association insurance, if any. The determination of whether or not work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

Chapter 10 – Parking

1. Permitted Vehicles

No vehicles except automobiles and certain other vehicles as indicated below shall be placed or parked upon any portion of the Lots or Common Areas.

2. General Parking Provisions

- A. Lot. Each owner shall be provided with parking spaces located on his lot.
- B. Parking Regulations. All owners and residents shall comply with all Village ordinances and State laws and all posted or marked traffic signs, as well as, all notices distributed by the Association via the newsletter or otherwise. Vehicles parked in violation of parking rule may be towed without notice at owner's expense. In addition, said owner may be subject to fine or other penalties pursuant to these rules, or the Declaration or By-Laws.
- C. No vehicle may be parked, stored, or maintained in a manner which interferes with the entrance to or exit from a driveway, parking space, or any common elements. Any vehicle that is parked, maintained, or stored in violation of this section will be considered to be interfering with the entrance and exit from a unit for emergency purposes, or interfering with the entry to and comfort, and welfare of the respective family residing therein and their respective guests.
- D. Vehicle repairs are not permitted in guest parking spaces, courts or streets.
- E. Repair of any damage caused to parking spaces, courts or streets or clean up of chemical spills caused by vehicle in disrepair may be billed to the unit owner that caused the damage for chemical spill.

3. Guest Parking

- A. Due to the shortage of guest parking, homeowners must use all of their garage and driveways before using any guest parking. Owners violating the guest parking areas are subject to fines.
- B. Unusual circumstances may occur where a homeowner may require use of a guest parking space. Such circumstances must be approved by the Board.

4. Court Parking

The Village of Gurnee has designated the courts as 'Fire Lanes'. Court parking is prohibited at all times. Violators will be ticketed by the police and subject to Village fines.

5. Abandoned Vehicles

- A. A vehicle shall be deemed abandoned if both of the following are met:
 - 1. It has not been used or moved for seven (7) consecutive days or more and appears to have been deserted.
 - 2. It does not have a current, valid license plate.
- B. Any vehicle that has been abandoned may be removed by the Association without notice to the owner of said vehicle at the owner's expense.

6. Recreational Vehicles

- A. Vehicles which will not fit in garages. No trailer, boat, motor home or other recreational vehicle shall be placed or parked upon any portion of any Lot or Common Area.
- B. Vehicles which will fit in garages. Trailers, boats, motor homes or other recreational vehicles shall only be parked in garages.
- C. Vans with RV plates which fit in garages. Notwithstanding the aforementioned, vans with RV plates shall park in garages or upon the driveway adjacent thereto.

7. Commercial Vehicles

- A. Vehicles which will not fit in garages. Said vehicles are prohibited from being placed or parked upon any portion of any Lot or the Common Areas. Notwithstanding anything to the contrary aforementioned, vehicles being used by serviceman doing work for residents on the Association shall be permitted to park on driveways or in guest parking areas while performing said services.
- B. Vehicles which will fit in garages. Said vehicles shall only be parked within garages.
- C. Definitions. Commercial vehicles are defined as any vehicle with a business name or advertising displaced on the vehicle, or any vehicle without advertising or business name on it which is primarily used for industrial or business purposes, regardless of size.

Chapter 11 – Party Walls (Adjoining Walls)

1. Repair and Maintenance

The cost of reasonable repairs and maintenance shall be shared by each owner who makes use of the wall or walls. Repairs necessitated by the negligence of a homeowner shall be regulated by the laws on party walls/adjoining walls concerning reimbursement for the cost of repair to the non-negligent homeowner.

2. Architectural Conformity

All party wall repair and maintenance must conform to existing architectural standards of the Association.

Chapter 12 – Ponds

1. General Information

The ponds of the Association control flooding. The ponds take water from drain tile surrounding the townhouse clusters, storm sewers and store it during heavy downpours and thaws. The ponds will rise when accumulations are great, but eventually they will drain down to normal level by virtue of a discharge drain. Since all items placed in the storm sewers will eventually find their way into the ponds, it is important not to throw anything down the sewers.

A. Pond Bank Erosion

No person shall be permitted to perform any activity along the banks of the ponds. Activities include, but are not limited to, walking, running, standing, fishing, boating, playing, digging, etc. The only exceptions to this rule are activities performed by Association agents, employees, or contractors for Association purposes.

B. Pond Littering

No homeowner shall throw, discharge, dump or deposit, or cause, suffer, or procure to be thrown, discharged, dumped or deposited in the ponds or any of the surrounding retention basins, storm sewers, any garbage, refuse trash, rubbish, waste or objects which are non-biodegradable or any other pollutant.

Chapter 13 – Sales and Leases

1. Sales

Anyone who sells, leases, devises or make a gift assigns or sublets a Dwelling Unit shall give written notice to the Association. The Association will provide you with an assessment letter which you will need to present to the title company to clear the exception to title concerning liens for Association dues.

2. Leases

Rentals are not permitted. A grandfathered list of rentals has been established. These units may remain rental units until they are sold. No lease may be for less than six months or more than one year. All leases must be made expressly subject to the Declarations, By-Laws and these Rules. A copy of the lease and the tenant information must be forwarded to the Association's management company. An owner may apply to the board

for a one-time hardship exemption to rent his unit. This exemption will be for a maximum of one year. The owner may apply for one six-month extension. Violators are subject to a fine of up to \$500 plus \$25 per day and subsequent legal action.

3. Service Charge The Association reserves the right to charge homeowners a processing fee for all sales, leases, and requests for refinancing.

Chapter 14 – Safety

1. Fire

- A. Call Fire Department – Village of Gurnee – 911 (Emergency) or 244-8635 (Non-emergency), then alert your neighbors, and finally call management.
- B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your unit or room, open windows about three inches. Soak a large blanket, sheet or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
- C. Upon exiting your townhome, close all doors and windows and leave them unlocked for easy access for the fire department.
- D. Keep the following items in your townhome:
 1. Flashlight
 2. Candle
 3. Masking tape for sealing cracks
 4. Escape ropes long enough to reach the ground from the second story
- E. Install and maintain smoke detectors.

2. Tornado

- A. Stay as far away from outside walls and window as you can.
- B. Protect yourself from flying glass by staying behind large pieces of furniture.
- C. If possible, seek shelter in the basement or interior first floor hallway.
- D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
- E. Try to take a battery operated radio, candles or flashlight with you.

Chapter 15 – Unit Owner Hints

1. Drainage

Be sure your sump pump hose is placed so as to keep water away from your foundation. Purchase a flexible hose to attach to the discharge pipe so the point of discharge can be moved from time to time to eliminate ponding water and erosion. Place splash blocks under all downspouts to keep water away from the foundation.

2. Frozen Pipes

On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes.

3. Humidity

Those homeowners who use humidifiers may cause severe damage to their homes if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large undersheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the undersheeting.

4. Ice Dams

Leaks in the winter time may be caused by what are called “ice dams”. Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside. Because ice dams travel upwards and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent. The best thing to do is to purchase a roof rake at your local hardware store and periodically rake the snow off your roof so it never gets a chance to build up sufficiently to cause an ice dam. Roof rakes come with seven (7) foot extensions which can reach 228 to 35 feet. They are inexpensive and easy to use. Do not use shovels or picks to remove ice or snow from the roof. You will permanently damage the shingles.

The following is a quick index to determine maintenance responsibility. See definitions for specifics.

ITEM	ASSOCIATION	HOMEOWNER
Siding/Staccato Board/Brick Veneer	X	
Fascia/Soffit/Trim/Shutters	X	
Gutter/Downspout	X	
Windows		X
Storm Windows		X
Skylights		X
Garage Overhead Door: Section/Springs/Cable/Operator/Locks		X
Front Entrance Door: Door/Lock/Knob/Hinges/Jamb/Threshold/Weather-stripping		X
Sliding Glass Door: Glass/Frame & Sill/Locks & Latches		X
Storm Door		X
Cement Walks/Stoops (Original)	X	
Patio/Decks (Except Paint of Elevated Decks)		X
Driveway	X	
Foundation Walls		X
Foundation Floor		X
Utility Lines Pipes & Connections Exclusively Serving One Unit		X
Utility Lines Pipes & Connections Serving More Than One Unit	X	
Light Fixtures		X
Address Numbers	X	
Mailboxes (Post Office Actually)	X	
Interior Surfaces/Structural Members		X
Lawn (<i>exception as cited #3B or damage caused by basketball hoops</i>).	X	
Shrubs/Trees (Original)	X	

