

**CHELSEA PLACE TOWNHOUSE OWNERS**  
**ASSOCIATION**  
**RULES & REGULATIONS**  
**January 2013**

The purpose of the rules and regulations provided for is to secure an attractive harmonious residential development having continuing appeal. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained nor shall any additional alterations therein be made except interior alterations nor shall any exterior color changes be made, until the construction plan and specifications showing the nature, kind, shape, heights, materials, color scheme, location on lot and approximate cost of such building or other structure and the grading plan and the landscaping plan of the lot shall be submitted to and approved in writing by the Board of Directors.

Under the construction and By-Laws of the CPTOA, all changes, no matter how minor, made to the building exterior and yard must be approved by the Board of Directors. All changes must be REASONABLE AND APPROPRIATE.

Any firm hired by homeowner personally for any exterior work must present a CERTIFICATE OF INSURANCE prior to starting work. (landscaper, electrical, etc.)

The Association is responsible for the maintenance of the exteriors of the buildings with the exception of insurable loss. Glass is NOT covered at any time. Cement work in the front of the unit is the association's responsibility and cement work in the rear of the unit is the responsibility of the homeowner. The association is NOT responsible for any interior work of the homeowner's unit.

**Insurance**

**Certificate of Insurance:** All homeowners are required to submit a proof of insurance certificate to the association.

## EXTERIORS

ALL EXTERIOR STRUCTURES, EXISTING OR PROPOSED SHOULD CONFORM . SPECIFICATIONS OF A PROPOSED PROJECT MAY BE HAND DRAWN AS LONG AS ADEQUATE EXPLANATION IS PROVIDED.

### ARCHITECTURAL CONTROL

In order to maintain the uniform appearance of the buildings and the integrity of the Commons, no unit owner may alter the exterior of a unit or add to the Commons without a specific written approval of the Board.

“Alter” for this purpose means painting or staining exterior surfaces with any color other than that which currently exists or adding or removing anything to or from the exterior surfaces and Shared Elements including but not limited to ventilation openings, sun screens, or any additions or changes to existing landscaping, plumbing, electrical or partition systems or any changes to doorways and entrances including the addition and color of screen doors or storm doors. However, unit owners or tenants may plant around their own unit, flowers of the annual variety without Board approval.

Requests for exterior alterations must be submitted in writing to the Board. Requests must be sent by certified mail or in person at a Board meeting and shall include the following items:

- A. Your name and unit address
- B. Description of the proposed alteration
- C. Specifications, or the alteration including size, type, gauge, color and finish of the material to be used in the proposed alteration.
- D. A drawing of the proposed alteration in place.
- E. Date when work is to be completed.

The Board will respond to such requests within forty-five (45) days from receipt of request. Approvals will not be unreasonably withheld and will include a specified date when the alteration work must be completed by the unit owner. If no decision is made within the 45 day review period, the homeowner’s request is deemed approved. Any exterior alteration made without approval of the Board may be ordered removed at the unit owner’s expense by the Board. In order to force compliance with the Board’s order, the Board has at its dispose all option under its Enforcement Policy, outlined below, as well as the placement of a lien on the owner’s unit until the alteration is restored to its original condition and the cost of effecting restoration is paid in full.

- **AIR CONDITIONERS**, window type are not permitted. Fences to cover air conditioners are not permitted. Vegetation to hide units is recommended.
- **AWNINGS** are not permitted.
- **BOATS, TRAILERS, RECREATIONAL VEHICLES, ETC** are not permitted to be parked on the driveway for more than 48 hours.

- **BUILDING STRUCTURES** (sheds, change rooms, enclosed patio rooms) are not permitted.
- **CANOPIES** are allowed. Color must blend with building exterior.
- **CLOTHESLINES/LAUNDRY** hanging outdoors is prohibited
- **DECKS** are permitted, constructed of rough sawn cedar or composite to match building exterior and cannot be raised more than one foot. Decks are the responsibility of the homeowner and must be properly maintained at all times.
- **DECORATIONS** - Small decorations in and around the front and rear doorways are permitted. Personal areas, up to three feet forward of the garage doors, are also permitted to house personal decorations and plantings.
- **DECORATIONS/SEASONAL** are permitted from 1 month prior to 2 weeks post. Winter displays are permitted from Thanksgiving to January 15<sup>th</sup>.
- **DOORS; STORM AND SCREEN** on the front and rear doors shall be full view only. Doors must have brass hardware and color must match entry door. Double window screens must be either both in or both out at all times.
- **FLAGS** - Display of the U.S. flag is permitted. Decorative flags are also permitted.
- **FENCES:**
  - **Privacy Fences** should be constructed of rough sawn cedar, 6' high and no longer than 12' and 18' on units with expansive back yards. A "LIVING FENCE" is preferred.
  - **Pet Containment Fences** are not allowed. Invisible fences are recommended.
  - **Fences to Cover air conditioners** are not permitted. Vegetation to hide said units is recommended.
- **GARAGES** are to be used primarily for the storage of vehicles and additional personal items. Garage doors are to remain closed when not in use. Major vehicle repair is not allowed in garage or driveway. Gasoline and other flammable solvents are not to be stored in the garage. Grilling within garage is strictly prohibited. No engines are to be left running in the garage while the vehicle is unattended.
- **GARAGE SALES** are limited to one in Spring and one in Fall per unit
- **GARAGE DOORS** must remain closed at all times when not in use.
- **GAS GRILLS** with a natural gas line from the unit or with propane are permitted. They shall be adjacent to the patio or deck. No original planting shall be disturbed to install a grill. Gas line must be below ground or just below the floor of the deck. Use of gas or charcoal grills shall be confined to the rear of the unit exclusively.
- **GENERATORS that are permanent** must be approved by the Board. A plan, including drawings and all specifications must be presented to the Board. If cement work is necessary, size must also be included. Landscaping plans must be included to "hide" the generator. Permanent generators must be exercised once per month and the noise level should not exceed 60 DBA. Generator must not be used at any time unless the power has been cut.

- **HOT TUBS/JACUZZIS** are not permitted.
- **LIGHTING:**
  - **Malibu/Solar** lights are permitted. If applicable, all wires must be installed underground
  - **Spot Lights** on buildings are prohibited.
  - **Garage Lighting** is permitted and must be halogen recessed lighting - 2 lights are preferred.
  - **Building Lighting**- Light fixtures on the front of the buildings must not be changed. Fixtures on the back of the buildings can be changed by homeowner. White light bulbs should be used.
- **NEWSPAPER** delivery must be stopped if resident will be gone. Papers should not accumulate and arrangements should be made by homeowner for removal.
- **PAINT** - No one shall paint any outside area.
- **PATIOS AND DECKS** are to be kept clean, neat and free of debris. Storage of seasonal planters should be in the garage.
- **PERGOLAS** are permitted. Color must blend with building exterior and be maintained at all times by homeowner.
- **PETS** - no more than 2 pets are permitted per unit. Homeowner shall clean up after pet at all times. Pets must be controlled by their owners so as not to create a nuisance or disturbance. Village ordinances also apply.
- **WASTE DISPOSAL** - loose refuse will not be tolerated. Refuse is to be placed in sealed bags or containers so that it cannot be windblown or subject to scavenging by birds or other animals.. One village trash sticker is to be applied to each container. Recycled containers are to be packed securely (preferably with lid) so trash does not become windblown. Recycled containers do not require a village sticker. You may contact the Village Hall for purchasing information. Any spillage caused or created by a resident must be picked up and contained properly. Refuse for collection shall be placed at the designated area not before dusk the evening prior to pick up and be taken in and stored out of sight by dusk the day of pick up.
- **WINDOWS** – all windows must have white grids facing the exterior of the building.

- **SATELLITE DISHES** are permitted within the guidelines of CPTOA. The Board encourages each resident to maintain the integrity of the entire community with any installation. Guidelines must be followed and approved by the Board. Prior to installation, unit owner must submit a sketch showing the location of the dish in relation to adjacent owner's patios and entrances. Dish must be installed so that it cannot be seen from the street. If it is on the ground, it should be inconspicuous. All cables must be concealed. This means that screening and/or plantings may be necessary to camouflage existing dishes. The cost of the screening and/or planting is the homeowner's responsibility. Once installed, the homeowner will be responsible for all maintenance of the satellite dish including any damage that may occur to building through use of the satellite. Dish may not exceed 1 meter (39.6") in diameter. Dish may not be mounted to brickwork on the building. All installations shall be completed so they do not damage the common building. If it is determined that the installation or removal of a dish on a building has caused damage to the building, the cost to repair that damage will be billed to the unit owner. If existing satellite dish does not conform to the association's stated standards, unit owner will be required to make any necessary changes and pay all costs.

Prior to the sale of any unit with a satellite system, the current owner will be responsible for removing the system, including the equipment and wiring and repairing any damage which resulted from the installation. An inspection will be performed by the property management company prior to closing to ensure all necessary repairs have been completed. Any additional repairs needed will be performed by a licensed contractor and billed to the unit owner prior to closing.

There may be a possible agreement between the seller and the new purchaser to accept the existing dish along with any outgoing maintenance required. This agreement would have to be submitted to the Board prior to the sale of the property unit.

## LANDSCAPING

The LANDSCAPING services provided by the Association are, among other things, weekly lawn service, shovel edges of the beds, cultivation, edging of walks and drives, trimming of evergreens and shrubs, re-seeding, fertilization, weed control, aerating. **SPRINKLING IS NOT PROVIDED - THIS IS THE RESPONSIBILITY OF THE HOMEOWNER.**

THE BOARD MUST APPROVE ALL ADDITIONAL LANDSCAPING ADDITIONS AND/OR REMOVALS. PLANS MUST BE DRAWN TO SPECIFICATION AND INCLUDE ALL MATERIALS, COLOR SCHEMES AND LOCATION. PLANS MUST BE SUBMITTED TO THE BOARD FOR APPROVAL PRIOR TO THE START OF CONSTRUCTION.

The Association reserves the right to require the removal of any planting or other object that is deemed unsightly or a maintenance or safety hazard.

- **COMMON LAWN AREAS** - It is permissible to use these areas for personal gatherings providing the area is 100% cleaned up.
- **FURNITURE** - tables, chairs, benches umbrellas, etc. both on the front and back porches are allowed
- **HOSES** attached to the front of buildings are not allowed. Please mount in your garage.
- **PLANTING BEDS**- The Board must approve altering the size and shape of an existing bed. The Board must approve the removal of any trees or bushes within the planting beds
- **PLANTINGS AND/OR DECORATIONS** are permitted at the front and rear entrances. This area is deemed the “personal area”. The area forward of the 3’ garage door area is “common area” and the configuration of this area must not be altered at any time. Small plants and flowers planted within these areas are permitted. However, they must not interfere with current landscaping. The association nor the landscaper is responsible for the demise of such plantings.
- **PLANTING CONTAINERS** cannot block sidewalks or driveways. All containers considered a “safety hazard” must be relocated. Sidewalks must not be blocked in the event of an emergency. Container plantings may be placed on homeowner’s front porch and/or brick columns in common entrances. **EMPTY PLANT CONTAINERS AND THOSE VOID OF VEGETATION** must be removed promptly and stored in homeowners garage.
- **PLAYGROUND EQUIPMENT** - Is prohibited on the common grounds or patios.
- **TRELLISES, Wood or Wrought Iron** are permitted on the front of the units. Trellis must blend with building exterior. A black iron trellis is also acceptable as

it coordinates with the black iron railings on building exteriors. There is a limit of 2 exact matching trellis per unit front. Removal of trellis not in use is appreciated.

### **ENFORCEMENT POLICY**

Fines or other fees may be assessed against individual unit owners for various reasons as provided herein. Any unit owner so fined shall be notified in writing by the Board of the amount and circumstances resulting in the fine. Also, any costs associated with this notification will be assessed to the unit owner. Unit owners so fined have the opportunity for a hearing or written reply as set forth in paragraph C of the Enforcement Policy below.

- A. If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:
  1. Upon a first violation of any of the above-mentioned provisions, the unit owner shall receive notice from the Board or the appropriate authorized personnel of the Association. The notification shall be sent via certified mail.
  2. If the violation is not taken care of after 30 days, the unit owner shall receive notice from the Board or the appropriate authorized personnel of the Association. The notification shall be sent via certified mail, and the unit owner will be assessed a fine of twenty-five dollars (\$25.00), plus mailing fee.
  3. After 60 days of non-payment, the unit owner shall be notified of the violation by the Board or the appropriate authorized personnel of the Association. The notification shall be sent via certified mail, and the unit owner shall be assessed fifty dollars (\$50.00) plus mailing fees.
  4. Upon further or continuing violations, or after 90 days of non-payment by a unit owner, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorneys' fees and costs incurred will be charged back to the unit owner's account as part of his Shared Expenses. Additional fines for recurring violations will be \$75.00 per month until the violation is corrected and will be above and beyond the charges for legal services and/or filing fees or other costs involved in enforcement of the rules and regulations.
  5. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provision of the Declaration, By-Laws and Rules and Regulations of the Association.
- B. The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

C. If any unit owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the unit owner may proceed with a request for a hearing or file a written complaint made to the Board and sent via certified mail to the Associations address at P.O. Box 25, Winfield, Illinois, 60190. The unit owner must file within thirty (30) days of the notification from the Board or its appropriate authorized personnel of the Association. Once written notice from the unit owner is received, no further action will be taken until such time a decision from the Board is reached after review of the matter. Once such notice is received, no further late penalties or fees will be assessed during the pendency of the review. If after review, the determination of the Board is that the unit owner is in violation, the unit owner will be notified of same via mail. The unit owner will have thirty (30) days from the date of the notification to pay the charges in full.