

Westlake Homeowner's Association Rules and Regulations

Westlake Townhome Owners Association

Note

Pursuant to the association's rules and regulations regarding the enforcement policies, you must pay in full all charges assessed within thirty (30) days of the date of this notice. Failure to make payment at this time shall subject you to all legal or equitable remedies necessary for the collection of same.

This revision of the Rules and Regulations was approved by the Westlake Homeowner’s Board of Directors January 21, 2026.

These Rules supersede all previous Rules and Regulations

Revisions

<i>Date Approved by Board of Directors</i>	<i>Rule Change</i>	<i>Reason</i>
20250121	Architectural Rules - Section 1	Define and added security cameras.
20250121	Signs & Seasonal Decorations - Section 2	Define and extend duration of Year-End holiday decorations.

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Definitions

The term "Common Area" is defined in the Declaration and includes all areas owned by the Association for the common use and enjoyment of the Owners.

The term "Unit" is defined as the portion of platted Lot, which the townhome and garage is constructed.

The term "Lot" is defined as any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Areas and Streets.

The term "Townhome" is defined as a one family dwelling constructed on a Unit, which Townhome may be attached to one or more Townhomes by common walls.

The term "Building" is defined as any structures or improvements situated on the common elements/areas, limited common elements, Units, Lots, and Townhomes or any portion of the Westlake Townhome Owners Association.

The term "Prior Written Consent" is defined as any approval granted is limited to the specific event or activity then being considered by the Board or Managing Agent and shall not be deemed as an approval for future activities or event for the Unit Owners or as a precedent for future requests by the same or other Unit Owners.

Use and Appearance of the Common Area, Units & Lots

1. The Owner's responsible for damages to the Common Area shall be charged with any and all costs incurred in correcting, repairing or replacing any Common Area.
2. All damage to the Common Area shall be professionally repaired. No Owner or resident shall interfere with the Association's repair and maintenance responsibilities of the Common Area.
3. Storage of any kind is expressly prohibited in the Common Area.
4. Any games or other activity, which creates a nuisance, damages the Common Area or disrupts the peace, are prohibited in the Common Area.
5. There shall be no obstruction of the Common Area.
6. Nothing shall be done in or on any Unit or Lot, or in or on to the Common Area which would impair the structural integrity of any Building or Townhome, or which would structurally change the building or cause inconvenience to other residents, without the prior express written consent of the Board.
7. Nothing shall be altered, constructed on, planted or removed from the Common Area or any unit without the prior express written consent of the Board.

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8. Except as expressly authorized in the Declaration, no sign, signal, illumination, advertisement., notice or any other lettering or equipment shall be exhibited, painted or exposed on or in any window or any part of the outside of any Buildings, without the prior express written consent of the Board of Directors, here in after referred to as Board.
9. No noise, music or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents.
10. Except as expressly authorized, no industry, trade, business or profession of any kind shall be permitted on any part of the Common Area or in the individual Units or Lots, without the prior express written consent of the Board.
11. The Association at the Owner's expense may replace any sod or plantings ruined, damaged or affected in any manner by an Owner or tenant through neglect or abuse.
12. The owner shall be responsible for damages to the common area caused by occupants of the unit, the occupants' guests or the pets of the occupants or their guests.
13. It is each resident's responsibility to keep the Common Area and Units clean. Litter and waste shall not be placed, dropped, left or deposited in any portion of the Common Area or Lot.
14. Prior written consent or approval in all sections shall only mean a letter, signed by the President of the Board, or Managing Agent, dated, sent and received prior to the event or activity in question and expressly authorizing the specific event or activity requested. The Board shall keep a copy of the letter in its file, only that which is expressly authorized shall be allowed. The Board in its sole discretion shall determine what is authorized and may withdraw or change the authorization at any time. Approval, consent or authorization does not create a vested right.

Landscaping

1. No plantings, trees, bushes or landscaping shall be done without the prior express written consent of the Board. All unauthorized plantings will be removed without prior notice, and the expense of such removable shall be charged to the responsible homeowner.
2. The Board reserves the right to reject any submitted plans for plantings, trees or bushes, if in the opinion of the Board, such proposed plantings do not conform to the external design and harmony of the Properties, or would detract from the appearance, use, or value of the Properties. All decisions of the Board are final and binding.
3. The Board may appoint a landscaping Committee to act on behalf of the Board with respect to the approval or rejection of landscaping plans. However, the Board has final authority to approve or disapprove of any plan.
4. In the event that an Owner fails to obtain prior approval of the landscaping plan, or if any landscaping performed after approval is deemed not to be in compliance with the approved specifications or plans, the Board, upon its determination at any time after completion, may, in addition to the remedies set forth in the Enforcement Procedures of these Rules, demand that the Owner return the landscaping to its original condition at the Owner's expense within a

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specified time period determined by the Board.

Architectural Rules

1. No exterior surface changes, additions or improvements to any Unit or Lot, or the erection, placement, or alteration of any buildings, fences, decks, patios, structures, additions, sky lights, satellite dishes, antennas, storm doors, garages, security cameras, other outbuildings, animal pens, or any other building or structure whatsoever shall be constructed or maintained without the prior express written consent of the Board.
2. Owners shall not apply for, secure or attempt to use a Village or County Building Permit without prior express written approval by the Board for any or all the work for any exterior architectural change.
3. In order to obtain approval of the Board, the Owner must submit a detailed request for architectural change including building plans and specifications for the demolition and/or work, a plat of survey, a written request and such other necessary information as the Board may request. The Board may require architect certification on plans and specifications.
4. The Board reserves the right to reject any submitted plans, if in the opinion of the Board, such proposed changes do not conform to the external design and harmony of the Subdivision, or would detract from the appearance, use or value of the Subdivision. The Board's decision shall be final and binding.
5. The Board may appoint an architectural committee to act on behalf of the Board to approve or reject any work, any architectural changes or other work requests. However, the Board has final authority to approve or disapprove of any plan.
6. In the event an Owner fails to obtain prior approval of an architectural change, or if any work is deemed insufficient, inadequate, unsatisfactory or not in compliance with the approved specifications or plans by the Board upon its determination at any time after completion, the Board may, in addition to the remedies set forth in the Enforcement Procedures of these Rules, demand that the Owner return the Property to its original condition at the Owner's expense and within a specified time not to exceed 30 days.
7. Architectural control and landscaping requests shall be made by filling out the Exterior Modification Form addressed to the Board of Directors or its appropriate committee as follows:
 - a. Requests shall be mailed or hand delivered to the management for the attention of the Board.
 - b. Requests must include the Owner's name and address, and a written statement describing the proposed alteration. Requests must be supplemented with a drawing of the requested alteration or change showing the proposed change, both in plan and elevation, including all dimensions. Preferably, an engineering or architectural drawing should be submitted, approved or certified by an architect or professional engineer, except where specifically approved as accepted by the Board without the required supplemental drawings.

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- c. Included on the drawing or attached to the request shall be all specifications describing the materials to be used and the planned size, type, gauge, color, finish, etc.
 - d. The Owner should also submit a statement of all applicable Code requirements and permits, which the Owner will obtain.
 - e. The Board will not consider requests that do not conform to these Rules and Regulations.
8. No Air conditioners, fans or other ventilation devices shall be mounted, seated, installed or located in any windows or exterior walls in a fashion or at a location where they will be visible from the exterior of the townhome. Screens are to be properly installed, fitted and located in every window.
9. No lawn ornaments including, but not limited to, stick figures, ceramic artifacts, birdbaths or feeders, windmills, windsocks and religious figures are permitted without written consent of the Board. Playground equipment slides, swings, etc., may not be installed, maintained, or kept on any part of the Common area.
10. Basketball hoops and/or backboards are not allowed.

Garbage

- 1) All garbage/debris must be placed in contractor supplied or approved containers so that it cannot be windblown. Recycling containers must contain only proper materials. All garbage must be placed out at the times below.
- 2) Garbage and recycling containers are not to be placed outside earlier than 5:00 p.m. on the day before the scheduled pickup. If a variance is needed, please call the Clubhouse for approval.
- 3) The Owner responsible shall remove any litter remaining on the ground after garbage pickup. Recycling and garbage containers must be removed from the curb the same day as pickup.
- 4) Garbage and recycling containers must be kept inside the garage at all times other than pickup day. If pickup does not occur, for any reason, all containers must be taken back inside by 7:00 p.m. of the pickup day.
- 5) If you need a dumpster there is a Village of Bloomingdale Ordinance that requires you to only use approved Dumpster Contractors that are licensed in the Village of Bloomingdale. The owner is responsible to call the Village of Bloomingdale at 630-893-7000 to obtain the approved list of Dumpster Contractors. If you do not adhere to the Ordinance, you could receive a Citation from the Village. Temporary dumpsters must be placed on the homeowner's driveway and shall not extend onto the walkway or street. Dumpsters are only allowed on homeowner property from 7:00 a.m. Monday until 6:00 p.m. Friday. Dumpsters are prohibited on weekends, National Holidays, Christmas Eve, and New Year's Eve. Westlake Townhome Owners Association assumes no liability or responsibility in your choice of Contractors. It is the responsibility of the Homeowner.

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- 6) The Association will assess against all violators of these rules liquidated costs and expenses for each failure to comply strictly with these rules (according to the Fee Schedule attached to these Rules and Regulations as Exhibit "A"). Residents are especially encouraged to report any circumstances which may be a failure to comply strictly with the garbage rules in order to reduce the prospect of health problems, germs, disease and vermin infestation associated with open trash, debris and failure to comply with the rules.

Signs and Seasonal Decorations

- 1) All types of signs, advertisements and notices, political, commercial, or personal, are strictly prohibited from display in the Common Area or Lot. Furthermore, any for sale sign, either from a realtor or by owner, shall only be displayed in the window of said for sale unit and may not exceed five square feet in size. No signage of any type may be affixed or displayed on the garage.
- 2) Holiday lights and decorations shall be installed/removed no later than one (1) month prior/after the date of the holiday except the Year-end Holidays, Thanksgiving through New Year's Eve.
 - a. Year-End Holiday lights and decorations shall be installed no earlier than November 10th and must be removed by January 31st.
 - b. If holiday lights and decorations are installed before or not removed by the required dates the homeowner will be issued a violation notice subject to fines that will be increased weekly until compliance is completed.
- 3) No decorations that create a safety hazard will be permitted. No decorations are allowed to be placed on or affixed to any part of the roof on any unit or garage. No nails, staples, etc., may be used or any type or manner of installation which creates holes, damage, or in any way affects the Unit's structure or exterior surface. Any resulting damage shall be the responsibility of the Unit Owner to repair or replace as necessary.
- 4) Owners have full responsibility for properly and safely removing decorations. In the event that decorations are not removed within the time prior provided, the Association may see to such removal. All costs and expenses from damage or removal costs incurred by the Association shall be charged to the Owner and shall constitute additional common expense attributable to that Owner.

Patios, Decks, Balconies and Fences

- 1) Unit owners shall keep patios, decks and balconies clean and free of clutter. No unsecured items shall be placed outside of balcony rails or positioned or hung over said rails.
- 2) Balconies may not be enclosed or altered in any way.
- 3) No drying or airing of clothes, carpeting or laundry or hanging of clotheslines is permitted on patios, decks, balconies, fences or any portion of the lot.
- 4) No antenna or satellite dish shall be affixed to or placed in, upon, over or adjacent to any patio, deck or balcony. Wiring must be concealed as much as possible. Wiring is to be run

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along accent boards or in some manner that minimizes the visibility of the wiring. If wiring is visible the Association may require the homeowner to paint the wiring to match the exterior color of the townhome at the homeowner's expense. Cables may NOT be run across the roof. Do not run cable (wiring) in gutters as damage can occur during gutter cleaning. Dish and wiring must be on the exterior surface of the owner's townhome and may not be installed on adjoining townhomes exterior surfaces.

- 5) No objects of any kind are to be thrown from balconies at any time.
- 6) Patios, decks and/or balconies shall not be carpeted without written consent of the Board.
- 7) Patios, decks and/or balconies may not be used for storage except for lawn furniture, and barbecue grills. No other property may be kept or stored on patios, decks and/or balconies. Violators who keep or store unauthorized property on balconies, patios or decks will be subject to a fine of \$25.00. (Exhibit "A").
- 8) Parking of motorcycles or other recreational vehicles on the patios, decks and/or balconies is strictly prohibited. Violators who park motorcycles or other recreational vehicles on patios, decks and/or balconies will be subject to a fine.
- 9) Planters may not be attached to Association side fences or balconies in any way.
- 10) No activity shall be conducted on patios, decks and/or balconies and nothing shall be stored or maintained on patios, decks and/or balconies which would be in violation of the fire codes or other Municipal or Governmental Ordinances, or which would adversely affect the health, safety and welfare of the residents, or which would interfere with access to or exit from the Unit through its respective patio, deck and/or balcony.

Maintenance And Repairs of Exterior of Townhomes, Garages, Units & Common Area

- 1) The requirements for maintenance repair and architectural control, as set forth in the Declaration must be strictly complied with. Unit owners shall not interfere with the Association or carry out any maintenance and repair work, which is the responsibility of the Association without written consent of the Board of Directors. Unit owners shall perform all maintenance and repair work, which the Declaration imposes upon them. The Association will take legal action as necessary to enforce these provisions of the Declaration.
- 2) If a Unit Owner is of the opinion that a vendor, employee or other worker of the Association is not performing up to the standards of a contract, the manager's office should be notified. Direct contact or interference with the Association's vendors is prohibited.

Parking, Maintenance, Storage and Movement of Vehicles in or Through the Common Area and Adjacent Parking Spaces

Definitions

- 1) Permitted Vehicles The following are defined as permitted vehicles:
 - a. Passenger type vehicles having no more than five (5) entry doors.

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- b. Motorbikes and motorcycles that are registered and licensed to be driven on roads and highways.

2) Non-Permitted Vehicles

All vehicles, other than those defined above, as permitted vehicles or any vehicles without current state license plates and appropriate municipal vehicle stickers.

1) Abandoned Vehicles

A vehicle shall be deemed abandoned if:

- a. It is in a state of disrepair rendering it incapable of being driven in its present condition,
or
- b. It is apparently deserted; or has not been moved or used for seven (7) consecutive days; or
- c. It does not have a current, valid state license plate and village sticker;
or
- d. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

Other Definitions

- 1) "Parking Space" shall mean that part of the Property within the parking area intended for parking of a permitted vehicle.
- 2) "Parking Area" shall mean that part of the Common Area provided for permitted vehicles.
- 3) "Unit Parking Space" shall mean the space dedicated to each townhome.
- 4) "Clubhouse Parking" shall mean the parking lot of the Clubhouse Building.

Note: Any vehicle that is parked or maintained in violation of this section is considered to be interfering with ingress to and egress from a Lot for emergency purposes, or to be interfering with ingress to and egress from a Lot for the protection, health, safety, comfort and welfare of the respective family residing therein, their respective guests, household help and other authorized individuals, and such vehicle may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

General Parking Rules

- 1) The Board may designate any areas of the Property to be no-parking areas. Parking in any area identified as a no-parking area is prohibited.
- 2) Parking of campers, boats, jet skis, trailers and other recreational vehicles in the areas described in Other Definitions is strictly prohibited by both the Westlake Homeowner's

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Association Rules and Regulations as well as by the Bloomingdale Village Ordinance.

- 3) Parking in front of any entranceway is expressly prohibited. Vehicles parked in driveways may not block or interfere with sidewalks. In a Unit Parking Space, there shall be no parking parallel to the street.
- 4) No permitted vehicle shall be parked or maintained so as to obstruct passage of other permitted vehicles or emergency vehicles.
- 5) Vehicles of any type are restricted to the parking areas of the Association, unless specifically authorized otherwise by the Board and/or its agents, and then, only for Association purposes. There shall be no parking or routes of passage across any other portions of the Common Area, including all turf areas, sidewalks and fire lanes. Any vehicle that is parked or maintained on a Common Area, other than in designated parking areas, and in particular on a fire lane or in areas designated by the Board and identified as no-parking areas, may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.
- 6) Parking, maintenance or storage of vehicles, on any portion or portions of the Common Area is expressly prohibited, except that commercial vehicles may park on permitted areas for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a dwelling resident or the Association and does not block the driving lanes.
- 7) Vehicles shall not be parked or maintained in a manner, which interferes with ingress to and egress from a driveway, parking space or other Common Area.
- 8) The Association with proper notice to the owner of said vehicle and at the vehicle owner's expense may remove any vehicle that is abandoned.
- 9) Only vehicles authorized to park, with a valid and current parking permit, may be parked in the designated Clubhouse Parking Area overnight.
- 10) If the Board or Managing Agent shall so designate, parking in all, or any part, of the parking areas may be prohibited to enable maintenance personnel, contractors, or other authorized persons unrestricted access to effect maintenance, repairs, cleaning or for other valid Association purposes.
- 11) After snowfall, vehicles should be moved to plowed areas to allow maintenance personnel to complete snow removal.
- 12) No repairs, greasing or oil changes are allowed on the parking areas, or other Common Area. Vehicles may be washed, and emergency repairs are permitted on driveways if necessary; however, any damage caused to the Driveway, Common Area by an Owner, his guest, tenant, family or invitee shall be paid for by that Owner.
- 13) The Association or its agent, when apprised of a possible violation of any of the above noted Rules shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle for the reasons and under the circumstances noted:

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- a. Identify or attempt to identify the vehicle owner and notify said owner of the violations.
 - b. Identify the Owner and/or resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c. Follow the procedures set forth in the enforcement policies set forth in that section of these comprehensive Rules and Regulations.
- 14) Upon receipt of notice of a violation a Unit Owner must follow the procedures set forth in the enforcement policy.
- 15) The Board is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Rules and Regulations.
- 16) The Board may designate a person, persons or a committee to make determinations of violations and to place stickers and notices on vehicles and shall notify the appropriate companies or individuals to remove vehicles.
- 17) Any damage caused in the removal process of a vehicle in violation of these Rules and Regulations will not be the responsibility of Westlake Townhome Owners Association.

Speed Limits

All posted speed limits must be adhered to. The proper authorities will be notified if a violation is witnessed.

Visitor Parking

Visitors are allowed to park along permitted streets and must abide by Village Ordinances. No vehicle may be parked or maintained in a manner, which interferes with ingress to and egress from a driveway, parking space or other common area. Owners are responsible for the acts and actions of their guests, tenants and children.

Pets, Pet Litter, Damage by Pets and Feeding of Wild Animals

- 1) No animals, other than dogs, cats, or other household pets shall be raised, bred or kept on any Unit, Lot or on the Common Area, provided that permitted animals are not kept, bred or maintained for any commercial purpose. Pets must be raised, kept or bred utilizing the strictest sanitary procedures possible consistent with such activities and in a manner which does not jeopardize the health, safety and welfare of the remaining owners and tenants.
- 2) All pets must be leashed/chained when outside the residence. The length of a tie out may not exceed the deeded unit boundaries.
- 3) No pets may be left unattended at any time when outside the residence.

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- 4) Pets shall be controlled so as not to create a nuisance.
- 5) Any deposit of waste by a pet in the Westlake Subdivision shall promptly and properly be disposed of by the person attending the pet.
- 6) Pets shall not be fed when located in any portion of the Common Area
- 7) The Owner is responsible for damage or other violations of these rules caused by any pets kept or maintained including pets of his tenants, guests and/or visitors. The costs of professionally repairing any damage caused by a pet, and the costs or other charges associated with maintaining or enforcing the relevant portions of the Declaration, By-laws or Rules and Regulations shall be charged to the responsible Owner.
- 8) Any Owner, tenant, Association officer or employee who observes any litter, damage or other violation caused by a pet should report such violation to the Board in writing, identifying the pet and its Owner and describing the violation. If the violating pet's Owner cannot be identified, the residence address or a description of the pet should be supplied.
- 9) Any Owner who has been found to be responsible multiple violations of the above rules shall be deemed to have a pet, which causes or creates a nuisance or unreasonable disturbance. Upon approval of the Board any and all authorities having jurisdiction on the property will be notified.
- 10) The Village of Bloomingdale's restriction, and any or all statutes, ordinances, rules and regulations of the governmental organizations or body having jurisdiction over the Property, pertaining to animal regulation, are incorporated herein and made a part hereof.
- 11) Anyone that feeds the wild animals (Raccoons, Squirrels, Feral Cats, and Geese, Skunks or any other animal) will be given a violation with a fine of \$50.00 and any subsequent violation will be increased by half of the original fine.

Non-Resident Owners

- 1) All Owners who do not reside in a Townhome owned by them shall provide the Association with their permanent residence address and telephone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Association incurred in locating an Owner who fails to provide such information shall be assessed to that Owner's account. Any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address, other than the address of the townhome and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting there from.
- 2) No Owner may lease less than the entire Townhome, nor may the Townhome be leased for transient or hotel purposes.
- 3) Every lease shall be in writing, shall be subject in all respects to the provisions of the Declaration and Rules and Regulations of the Association.

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- 4) Each Owner shall be responsible for providing their present and future lessee(s) with copies of the Declaration, By-Laws and Rules and Regulations of the Association.
- 5) In the event of any violation of the Declaration, Bylaws or Rules and Regulations of the Association by a lessee, the Board, in its discretion, shall determine what action or actions are necessary against the Owner or lessee, as the case may be.
- 6) All expenses of the Association, in connection with any violations under these rules, shall be assessed to the account of the Owner responsible.
- 7) All non-resident Owners shall require the residents of their Townhome to complete a resident's information sheet. The information sheet is to be provided prior to leasing of any Unit or Townhome. In the event that the townhome is already leased, then, the information sheet is to be provided within thirty (30) days of approval of these rules and regulations. Any expense of the Association incurred in obtaining the information requested herein shall be assessed to the Owner's account.
- 8) The number of people residing in any townhome shall not exceed the limits set by village ordinance and/or the municipal fire code.

Moving In, Moving Out and Deliveries

Any and all damage to the Common Area and Townhomes shall be the responsibility of the Owner. To the extent possible, the cost for professionally repairing the damage will be assessed to the Owner's Assessment Account.

Paid Assessment Letter or Disclosure Form

The Association shall not provide a paid assessment letter or disclosure form pursuant to the Illinois Common Interest Community Association Act (765 ILCS 160/1-35 (d)) for any sale of a townhome, unless and until the fees and requirements of this Rule are satisfied. In addition to the payment of the fees outlined below, a completed Closing Form must be submitted to Association. The "Closing Form" is available at the Associations' website at <http://westlaketownhomes.net/>. The Association shall have no duty to release paid assessment information or statutory disclosures, in written or oral form, until all fees are paid and required information is submitted.

Seller Fees

Every owner of a Townhome, as defined in the Westlake Townhome Owners Association Declaration, who desires to sell their Townhome, must pay to the Association a fee for the preparation of documents to facilitate the closing of such Townhome. The fees are subject to change at any time upon the resolution and adoption by the Board of Directors of any such changes. The current amounts will be available at the Association's website or at the Clubhouse.

Purchaser Fees/Move in Fee

Every purchaser of a Townhome must pay a fee to the Association in the amount equal to the

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current Association monthly assessment minus previous owner's fee/deposit on file. This non-refundable deposit constitutes a move in fee. The Association will provide the amount required with closing document. The fee may be paid at or prior to closing. If it is to be paid at closing, the same shall be disclosed in the paid assessment letter and included as an amount due as a part of the closing. If for any reason the fee is not paid at closing, it shall become due immediately, without notice or demand, and become a part of the owner(s)' assessments subject to Article VI., Section 9 of the Declaration.

Portable Storage Units

Portable storage units, such as Pods, may be placed in the homeowner's driveway for no more than three (3) consecutive days, including weekends. The storage unit shall not extend onto the sidewalk and shall not pose a safety hazard to other residents.

All Fees and Requirements

All fees and requirements contained in this Rule are subject to change at any time upon the resolution and adoption of the Board of Directors of the Westlake Townhome Owners Association.

Assessments and Assessment Collections

- 1) Assessments are due on the first day of each month. All payments are to be made directly to the Association. All payment questions are to be directed to the manager or the Board's agent as the Board may direct.
- 2) An administration charge (in the amount set forth in the Fee Schedule attached to these Rules and Regulations as Exhibit "A") will be charged to any account on which the full assessment due has not been received on or before the fifteenth (15th) day of the month in which due.
- 3) Any and all charges including administrative or bank charges incurred by Association as a result of checks returned for any reason, plus an administrative charge (in the amount set forth in the Fee Schedule attached to these Rules and Regulations as Exhibit "A") will be charged to and be the responsibility of the Owner.
- 4) Any account on which any amount due the Association, including any administrative charge, has not been paid within sixty (60) days of the date on which originally due shall be turned over to an attorney to commence legal and/or collection proceedings and on an individual basis may be turned over after thirty (30) days. At that time the entire account balance shall be turned over, including any amounts which are currently due. When an account is referred to the attorney for collection, there will be an initial charge, established by the attorney, (see Fee Schedule attached as Exhibit "A") for accepting the matter and for sending a Notice and Demand Letter. Any Ownership search and confirmation charges shall all be charged to the Owner. These amounts will be added to and become a part of the Common Expenses due for the Unit and will be included in the Notice and Demand Letter.
- 5) The Board and its attorney may collect, evict, foreclose or take any or all actions available against a delinquent Owner from among those offered by statute or the Declaration or

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otherwise.

- a. Any and all costs incurred in dealing with and researching accountings for or collecting delinquent assessments from the responsible Owner shall be charged to and shall be paid by the responsible delinquent Owner. This includes, but is not limited to, all attorney's fees, tract book search costs, lien filing fees, skip tracer fees and any other costs or expenses incurred by the Association with respect to contacting and/or consulting with such attorney, whether the contact is between the Association and attorney, the Owner and attorney or an Owner representative (attorney) and the attorney; whether by telephone or written correspondence, court costs, etc., and any and all management consultation or other costs. All costs will be billed to and paid by the Owner.
 - b. The Association shall attempt to collect all costs identified in Paragraph 5(a) as a part of the particular collection action initiated by the Association and/or the attorney. However, it is possible that the Association may collect less than all amounts billed and due, or that additional costs and expenses will be billed and/or incurred after payment, either as a result of the Owner's actions or otherwise. The delinquent Owner is fully responsible for all such additional costs and expenses which shall be billed to the Owner's Account and shall thereafter be payable in the same manner as other assessments or expenses. If such amount is not paid, the Owner as a result of that delinquency will incur additional late fees and charges. Furthermore, the Association may pursue recovery of these amounts, if delinquent, in the same fashion as all other delinquencies.
 - c. When an owner's account is turned over to any attorney to commence legal and/or collection proceedings, an additional charge in the nature of a late charge and administrative fee (in the amount set forth in the Fee Schedule attached to these Rules and Regulations as Exhibit "A") shall be assessed to the Owner's account on the day the account is referred to the attorney. This charge shall be included in any collection or Notice and Demand Letter sent by the attorney and must be paid by the Owner in addition to the other fees and costs identified above.
- 6) Any further separate or special assessments for damage to the Common Area or for repairs chargeable to a specific Owner or any non-recurring common expenses are also subject to these Rules and Regulations.

Contractors, Vendors, Attorneys, Accountants or Others

Because authority has been vested in the Board of Directors, and to eliminate the possibility of misunderstanding or litigation and unnecessary cost, members of the Association are not to contact or communicate directly with any contractors or vendors for the Association or their employees unless instructed advised or agreed to by the Association. Members are not to contact or communicate with the Association attorney, accountant or other professionals except were asked to respond or on behalf of the Association and then only as directed by the Board. Any costs or expenses incurred by the Association as a result of any such unauthorized contact shall be charged to the Owner and will be added to and become a part of his assessments and shall be payable in the same manner as all other expenses.

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Conduct and Prohibited Activity in The Common Area, Units and Lots

Definitions

For the purpose of the Conduct and Prohibited Activity, the following definitions shall control:

- 1) "Prohibited Conduct" means and refers to any action or activity in, upon and across the Common Area and units in violation of these Rules and Regulations, and/or the Association's Declaration, By-Laws, and/or any and all other Rules and Regulations adopted by the Board.
- 2) "Minors" means and refers to persons who have not reached their seventeenth birthday.
- 3) "Resident" means and refers to any one of the lessees or occupants of a townhome, and any and all of the family members of an occupant or lessee or the guests and invitees of such occupant.
- 4) "Disorderly Conduct" means conduct, which tends to breach the peace or disturb the peace and quiet of persons or endangers the morals, safety or health of the community. This conduct includes, but is not limited to, the making of unsolicited remarks of an offensive disgusting or insulting nature or which are calculated to annoy or disturb the person to or in whose hearing they are made.
- 5) "Reckless Conduct" means and refers to conduct, which endangers persons, or property or which is malicious or willful and indifferent to the possible adverse consequences of the conduct.
- 6) "Loitering" means remaining idle in essentially one location and shall include spending time idly, loafing, walking about aimlessly, or congregating with other persons.
- 7) "Unnecessary Repetitive Driving" means to drive a motor vehicle or motor-driven cycle on or through the Common Area more than four (4) times in any one-half (1/2) hour period.

Prohibited Conduct

The following conduct is prohibited and is a violation of these Rules:

- 1) Painting, spray painting, or graffiti of any kind on any building, on any part of the Common Area, Units or Lots.
- 2) Conduct, which tends to alarm, annoy, disturb, or threaten others in the Common Area or Units.
- 3) Vandalism or damage to the Common Area or Units or to any personal property located in the Common Area or Units, or any conduct in the Common Area or Units or in any Townhome which threatens to destroy or damage the Common Area or Units or any personal property located in the Common Area or Units.
- 4) Reckless or disorderly conduct in the Common Area, Units, Lots or in any Townhome.

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- 5) Throwing or playing with materials, lighters or flammable devices or liquids in the Common Area, Units or Lots.
- 6) Setting fires or the burning of materials in the Common Area, Units or Lots.
- 7) Disconnection, alteration, disengagement, interference with, or disruption of fire or security systems or alarms, or smoke detectors or interfering with Association's security personnel, board members or committee members.
- 8) Drinking alcoholic beverages, or the possession of alcoholic beverages (except for carrying sealed and closed containers of alcoholic beverages to units by residents or guests, 21 years of age or older) in the Common Area without Board approval.
- 9) Climbing on any building or climbing anywhere in the Common Area, Units or Lots.
- 10) Tossing objects out of any Townhome or Building or throwing any objects in the Common Area
- 11) Gaming or gambling, games of chance, or any activity related to gambling in the Common Area
- 12) Loud noise or music, shouting, or other disturbances in the Common Area, Units or Lots.13.)
- 13) Socializing, parties, and social gatherings on the Common Area.

Curfew

Village of Bloomingdale curfew is from 11 p.m.- 6 a.m. Sunday through Thursday and 12:00 a.m. (midnight)- 6 a.m. on Friday and Saturday. Curfew only applies to anyone under the age of 17.

Children may be allowed out during curfew if they are supervised by a parent, legal guardian, or other responsible companion at least 18 years of age and approved by a parent or legal guardian.

Loitering

It shall be a violation of these Rules and Regulations for any person to loiter in the Common Area If any officer or agent of the Association orders any person to leave the Common Area and such person fails or refuses to leave the Common Area or later returns and resumes loitering in the Common Area such person shall be conclusively deemed to be in violation of this section of these Rules and Regulations.

Unnecessary Repetitive Driving

Unnecessary repetitive driving as defined herein shall be a violation of these Rules and Regulations, except with the prior written consent of the Association or by persons engaged in Association business.

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Eviction

Removal of Non-Owner Residents

If the Board determines that a non-owner resident has violated these Rules more than once or if the Board determines in its sole and absolute discretion (as set forth hereafter) that a resident's violation of the Conduct Rules was so flagrant that said resident's occupancy must be terminated for the health safety and welfare of the other residents or in the best interests of the Association, then the Owner shall, no later than 15 days after notice of the Board's determination as set forth herein, retain a licensed attorney in the State of Illinois to terminate the lease of such resident and all lessee's occupants and initiate such legal action as necessary to evict and remove the resident and all other lessee's occupants from the property.

Leasing Prohibited

All other owners are prohibited from permitting a resident or any other occupant or lessees, removed from the property as set forth above, from occupying their Town Houses.

Board's Right to Enforce

In addition to the enforcement provisions of the Association's Rules and Regulations, and other rights and remedies available to the Board, if any Owner fails or refuses to remove the resident or all occupants and lessees as required herein or later permits occupancy by a person once removed from the property, the Board, in its sole discretion, may initiate legal proceedings to remove the resident, all such occupants and all lessees from the property and charge the costs and expenses thereof to the owner as provided in the enforcement provisions of the Association's Rules and Regulations.

Enforcement

Although criminal acts are violations of these Rules and Regulations, the Association does not undertake the responsibility for protecting the residents from criminal conduct. Anyone who suspects criminal activity should report it to the Police Department.

Owners Responsible

Owners are responsible for their own conduct and the conduct of all their family members, guests and all residents of their Unit and Townhome.

Rights and Remedies

If the Association suspects a violation of these Conduct Rules, the Association may follow the procedures set forth in its Rules and Regulations Regarding Enforcement Policies (hereinafter "Enforcement Procedures"), in addition to any and all other rights or remedies available to the Association. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Association Board deems necessary or desirable. The Enforcement Procedures are separate and in addition to all other enforcement mechanisms available. The Board shall have such other rights and remedies as may be available to the Board, including the remedies and enforcement provisions of the Association's Declaration and/or By-

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laws.

Aggravated Offenses

The Association Board may in its discretion, determine a violation to be an aggravated offense if it determines that (a) personal injury or property damage occurred as a result of the violation; or (b) the offender was found to have committed anyone (1) or more prior violations during the previous twelve (12) months. The Association Board, in the exercise of its sole discretion may increase or reduce the fine amounts set forth in Exhibit "A" whenever it deems the circumstances to warrant such action.

Damages, Fees and Expenses

In addition to the imposition of the fines set forth in Exhibit "A", or in lieu of such imposition, as the Board deems appropriate, the Board may specially assess any or all of the following charges against an Owner for a violation Rules by an Owner or Owner's resident:

- a. the actual costs and expenses. for repairing any damage to any property or replacing any property irreparably damaged or destroyed, which property was damaged or destroyed as a result of or in relation to the violation.
- b. all attorney fees and expenses, court costs, _and other fees, costs and expenses incurred by the Association in connection with the enforcement of these Conduct Rules or in connection with any criminal or civil proceedings in which the Association or its attorneys participate as a result of the activities identified herein.
- c. Any and all other damages to the Association incurred as a result of such violation or the enforcement thereof.

Binding Effect

These Conduct Rules are binding upon the Owners and all persons in private with them, their agents and assigns, and all future Owners and upon all individuals and entities identified.

Enforcement Policies

- 1) If a Unit Owner violates or is otherwise liable for a violation of any of the provisions of the Declaration and/or Rules and Regulations of the Association, the following shall occur:
 - a. Upon violation by a Unit Owner, the Unit Owner shall be notified of the violation, in a manner prescribed by the Board and substantially in the form attached as Exhibit "B", by the Managing Agent or the appropriate authorized personnel of the Association and if the Board so elects, by the Association's attorney. The Unit Owner shall pay the liquidated amount of expense specified for each violation (in accordance with the Fee Schedule attached to these Rules and Regulations as Exhibit "A") for the time, costs and expenses of this notification, following the opportunity for a hearing as set forth in paragraph 4 below. In addition, the Unit Owner shall also pay:

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- i. The amount of any legal fees incurred by the Association as charged to the Association by the attorney; and
 - ii. All costs, damages, expenses and other charges attributable to or resulting from the violation.
 - b. Upon further or continuing violations by a Unit Owner, the matter may be forwarded to the Association's attorney for appropriate legal action. All attorneys' fees and costs incurred and all costs, damages, expenses and other charges attributable to or resulting from the violations will be charged back to the Unit Owner's account
 - c. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration and/or Rules and Regulations of the Association.
- 2) Any Unit Owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment at this time shall subject the Owner to all of the legal or equitable remedies necessary for the collection of same. Charges assessed under this policy shall be added to and deemed a part of the Common Expenses of the Unit owned by the violator(s), and the Association shall have a lien on the Unit for the amount thereof.
- 3) The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided for in the Declaration, by Illinois statute, local ordinance or code, or any other legal or equitable to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
- 4) If any Unit Owner feels that they have been wrongfully or unjustly charged with a violation hereunder, the Owner may proceed as follows:
- a. Within ten (10) days after the Unit Owner has been notified according to paragraphs I(a) or I(b) of this section, the Unit Owner shall submit in writing a protest to the Board stating the reasons the Unit Owner feels they has not committed a violation.
 - b. A hearing on the violations shall be held at the next regularly scheduled Board meeting of the Association. The time, date and place of said meeting shall be stated in the Notice(s) of Violation.
 - c. At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board's own motion.
 - d. Should no protest be filed or if the Owner fails to attend the hearing, the allegations in the Notice of Violation may be, at the Board's discretion, taken as if confessed.
 - e. Should protest be filed or if the Owner attends the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation.

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- f. At the hearing, an Owner may be represented by an attorney. However, if an attorney appears on behalf of the Owner, the Board may continue the hearing until the Association's attorney has been consulted or is present.
 - g. After a full hearing, the Board shall state its determination regarding the alleged violation. The Board shall determine and assess the amount, if any, of costs and expenses for the violation; the amount, if any, of attorneys' fees incurred by the Association as charged to the Association by the attorneys; and the amount, if any, of costs, damages, expenses and other charges attributable to or resulting from the violation. In addition, the Board may determine that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Officers and Managing Agents to assess such charges to the Owner's account and against the Owner's Unit as such charges are incurred. The decision of the Board shall be final and binding on the Unit Owner. Notification of the Board's determination shall be made substantially in the form attached as Exhibit "C".
 - h. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, the Association during this time may pursue other legal or equitable remedies.
- 5) Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner at the Unit address, or to such other address as the Owner may have previously filed with the Board. Notice by facsimile will not be deemed appropriate notice.
- 6) Any Unit Owner who witnesses the occurrence of a violation under these Rules and Regulations, and wishes to report the violation, shall either submit the complaint in writing to the Management Office or, if a verbal complaint is made, attend the hearing on the violation as a material witness.

Homeowners Insurance

The Owner of record owns the Townhome and the property. Westlake Townhome Owner's Association is not a Condominium but a townhouse and built as a PUD¹. The Owner of record owns the Townhome as fee Simple and has a plat of survey. The Owner of record owns the lot on which the townhome and garbage is located. The Owner owns the lot and has the insurable interest in the property, not the Association.

The Association only covers insurance on the Clubhouse and common grounds such as the tot parks.

Westlake Townhome Owners Association has no liability or Insurable Interest on any of the Townhome or their property.

¹ PUD stands for **Planned Unit Development**. This means: Each unit is a **separately platted parcel**, Ownership is typically **fee simple**, Common areas (roads, landscaping, amenities) are owned and maintained by the HOA and Lenders generally treat PUDs more like **single-family homes** than condos.

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Restrictions on Leasing

Leasing, renting or the occupying by anyone other than the unit owner of residential units is prohibited, except that each unit owner leasing; renting or having a unit occupied by someone other than the unit owner on the date of recordation, September 1, 2005, of this Amendment may continue to lease, rent or have that unit occupied -by someone other than the unit owner during that unit owner's remaining period of ownership of that unit, until that unit is sold to a third party. Document recorded as R2005,192756.

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Exhibit A

Violations - Expenses and Fines*

Including, but not limited to:

Liquidated Amount -- Administrative Expenses for Violations:

<i>Violation</i>	<i>Liquidated Amount - Administrative Expenses for Violations</i>
Garbage Violation	\$25.00 First offense
Architectural Control	\$25.00 First offense
Signs	\$25.00 Per day or portion thereof
Excessive Noise	\$25.00 First offense
Sign of Decoration	\$25.00 First offense
Pet Waste	\$50.00 First offense
Townhome Leasing	\$50.00 Per day plus legal expenses
All Other	\$25.00 First offense
Repeat Offenses	Shall increase by minimum of \$25.00

Liquidated Amount -- Administrative Expenses for Late Payment or Non-Payment of Assessments:

<i>Violation</i>	<i>Liquidated Amount - Administrative Expenses for Violations</i>
Late Payment	\$25.00 For each month on any unpaid balance
Check Returned Unpaid	\$25.00 for each check returned by the bank, plus any bank charges incurred by the Association
Notice & Demand Letter	Attorneys' fee plus title search, copy and postage costs (Subject to change)
Collection Fee	\$ 100.00 for management fee each time an account is turned over to attorney for collection and not paid upon receipt of the notice and demand letter

* These amounts are subject to change at the Board's discretion.

Westlake Townhome Owners Association

Exhibit B

Westlake Townhome Owners Association

Notice Of Violation

To: _____

Date: _____

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of Unit _____ that you are charged with the following violations of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about _____, 20 ____ and are described as follows:

The Association is governed by its Declaration, By-Laws and various Rules and Regulations. Please note that you must take the actions outlined in the Rules and Regulations regarding Enforcement Policies, if you deem the charges unjustified.

PLEASE TAKE NOTICE that the Association will hold a hearing on the above allegations, in accordance with the Rules and Regulations Regarding Enforcement Policies, on the _____ day of _____, 20____, at _____ o'clock ____ M. at the following address.

299 Edgewater Drive, Bloomingdale, IL 60108

You may attend and participate if you choose. Should you fail to protest and/or appear, costs and expenses of \$_____, plus actual costs for any repair or damages, if any, may automatically be assessed and added to your monthly assessment.

By: _____
Title: _____
Address: _____

Westlake Townhome Owners Association

Exhibit C

Westlake Townhome Owners Association

Notice of Determination by The Board

To: _____

Date: _____

On the _____ day of _____, 20 _____ you were notified of violation of the Declaration, By-Laws or Rules and Regulations of the Association.

Pursuant to the Association rules, a hearing was held regarding the above noted complaint. The Board of Directors, after considering the complaint, has taken the following action(s):

- ☐ Board has determined that a violation of the Association's Declaration, By-Laws or Rules and Regulations have occurred. accordingly, costs and expenses of have been assessed against your Unit.
- ☐ The Board has determined that a second or subsequent violation has occurred. The Association's attorney may be notified to proceed with legal action as the Board deems appropriate at this time or if further violation occurs.
- ☐ As a result of the violation, legal fees in the amount of \$ _____ have been incurred by the Association, and pursuant to provisions in the Declaration, and Rules & Regulations, these expenses have been assessed against your lot.
- ☐ As a result of the violation, the costs, as determined by the Board, for repair of damage to Common Area, lots, or other property is \$ _____.
- ☐ The Board has determined that there are or may be costs, damages, expenses, and other charges including attorneys' fees, attributable to or resulting from the violation, that will be incurred in the future, and the Board has authorized the Officers or Managing Agents of the Association to assess such charges to your account and against your lot, as such charges are incurred.
- ☐ The Board has determined that no offense has been committed.
- ☐ The Board has determined that a violation has occurred but has decided not to assess costs and expenses. The fee has been waived, but the violation is recorded and if another violation occurs within Ninety (90) days this fee will be reinstated.