

WLHA RULES AND REGULATIONS

WELCOME TO WARRENVILLE LAKES!

Dear Warrenville Lakes Homeowner:

We believe your decision to purchase a Townhouse Unit in the Warrenville Lakes community was a good one. Whether you are a new owner or a long-time resident, we're glad you're our neighbor!

When you purchased your home, you automatically became a member of the Warrenville Lakes Homeowner Association (WLHA). This membership requires that you, and all residents of your Townhouse Unit, follow and abide by the Declaration, By-laws (which you should have received at the time of purchase) and these Rules and Regulations.

Each year, the WLHA holds its Annual Meeting around the first Tuesday in April. You should attend the Annual Meeting or, if you cannot, you may submit a signed proxy. Information packets are mailed to Townhouse Unit Owners in advance of each Annual Meeting.

The Declaration and By-laws are documents filed with the DuPage County Recorder and are recorded against all property in the Association. The Declaration and By-Laws may only be changed or amended by the method provided in the Declaration and By-laws.

These Rules and Regulations are not meant to restrict the enjoyment of your property or the tranquility of your life in Warrenville Lakes. They are designed to ensure the comfort and safety of you and your neighbors within the surrounding Common Areas and are subject to changes and updates from time to time.

Please let us know if you have questions about the contents of this document and once again, welcome!

Your WLHA Board of Directors

WLHA RULES AND REGULATIONS

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ARTICLE 1
WLHA OWNER MEMBERSHIP

SECTION 1.01 ANNUAL MEETING

As a member of the Association, it is the Homeowner's right to attend the WLHA Annual Meeting, which is generally held on or around the first Tuesday in April. If scheduling does not permit your attendance at the meeting, you should complete and sign a proxy. The proxy should be given to a WLHA Homeowner to vote on your behalf for all issues that are brought before the Association and voted on by Members.

Your attendance in person or by proxy is important to establish a quorum in order to elect the Directors of Association (By-laws, Article III, Section 3.03, (a)), and process all other relevant business matters of the Members.

SECTION 1.02 ASSOCIATION ASSESSMENTS

The WLHA Townhouse Unit Owner is responsible for payment of an Association assessment to pay for the items included in the Annual Budget. Payment coupons are supplied as a courtesy; however, each Unit is responsible for its share of assessments even if a coupon is not provided for any reason. The monthly Association Fee is due on the 1st of each month and is considered past due if not recorded as paid by the close of business of the 10th of each month. A late fee of \$25 is charged for each month in which a payment has not been received by the 10th. Failure to pay WLHA fees or fines will result in a lien on the Townhouse Unit, filing of legal action for collection and/or initiation of other remedies available under the Declaration, Bylaws, or at law or in equity. See addendum for payment location.

ARTICLE II VEHICLE REGULATIONS

SECTION 2.01 PERMITTED OR UNRESTRICTED VEHICLES

Permitted or Unrestricted Vehicles are defined as automobiles, motorbikes, motorcycles, recreational vehicles, trucks and vans. Unrestricted Vehicles shall have an overall width of less than eighty (80) inches, an overall height of less than seventy-eight (78) inches and an overall length of less than two hundred thirty-six (236) inches. All Unrestricted Vehicles should fit into an owner's garage, must be currently licensed and in operable condition.

Restricted Vehicles include boats, campers, motor homes, camper-trailers, trailers, commercial vehicles, and all vehicles other than those defined above as Unrestricted Vehicles. For purposes of this provision, a "commercial vehicle" is one bearing commercial plates, specially modified to carry commercial equipment or otherwise modified for other commercial use, or one bearing company insignia or logos.

No restricted vehicle shall be parked in Common Areas including the area directly in front of garage doors. As stated in the City of Warrenville Ordinance #1523.4a, "all recreational vehicle storage is prohibited on lots containing attached single-family dwelling units, townhouses or apartments." Restricted vehicles can be stored in the garage, provided that the garage door is fully closed.

SECTION 2.02 PARKING/VEHICLE OPERATION

- a) The driveways leading up to multiple-unit garage areas are considered fire lanes, therefore, no vehicles shall be parked in fire lanes. The lanes must remain clear to permit entry of emergency vehicles.
- b) The area in front of a Townhouse Unit's garage door is the exclusive "parking space" for that Townhouse Unit. No vehicle shall be parked in such a manner as to impede or prevent ready access to another Townhouse Unit's parking space, garage, driveway or street.
- c) Vehicles shall not enter grassy areas, including "corner cutting" when entering or exiting driveways. Driving or parking on landscaped areas or sidewalks is prohibited.
- d) Damages to the WLHA Common Area through the improper parking, operation, repairing of servicing of a motor vehicle by a Townhouse Unit Owner/Resident, invitee or guest will be repaired and charged to the WLHA Townhouse Unit Owner. Non-payment of charges may constitute a lien by WLHA on said Townhouse Unit and will be subject to collection action as provided in the Declaration and Bylaws and as described in Section 1.02 of these Rules.
- e) WLHA Townhouse Unit Owner/Residents are responsible for advising their guests of proper parking areas and will be held responsible for the parking violations of their guests.
- f) Service and commercial vehicles may park in a Townhouse Unit parking space only when being used to perform a service for that Townhouse Unit at that time, and only for so long as necessary to perform the service.
- g) The Board will issue notices from time to time for the short-term removal of vehicles from certain areas for pavement maintenance, snow removal, etc. Vehicles must be removed from the area identified. The failure to remove the vehicle may result in towing at the vehicle owner's expense.

SECTION 2.03 VEHICLE REGULATION ENFORCEMENT

The provisions set forth herein in addition to Vehicle Regulations of the City of Warrentville and all other Governing Authorities having jurisdiction, which apply to vehicles parked on Association property.

- In addition to providing notice of violations in accordance with the Rules, the WLHA Board may also take the following actions in the case of Vehicle violations:
- Identify or attempt to identify the vehicle owner show vehicle is causing the violation or the WLHA Owner whose guest is causing the violation.
- Notify the local governmental authority, asking that a citation be issued.

a) **Abandoned Vehicles:**

When a vehicle has been abandoned and a notice of such violation has been affixed to the vehicle at least three (3) days earlier, without further notice to the vehicle owner, the Board will notify the Warrentville Police Department.

A vehicle shall be deemed abandoned if:

- It is a state of disrepair rendering is incapable of being driven in its present condition; or
- It has not been used or moved for seven (7) consecutive days or more and the WLHA hotline (see addendum for phone number) has not been notified or
- It does not have a current, valid vehicle license plate, or
- The act of the vehicle owner and condition of the vehicle clearly indicates it has been abandoned.

Emergency Removal of Vehicles

The Warrentville Police Department will be called:

- When a vehicle is parked in a manner which presents an immediate danger to the property or to the health, safety and/or welfare of person thereon, or
- When a vehicle is parked in an assigned parking space without the permission of the WLHA Townhouse Unit Owner/Resident or is parked in such a manner as to prevent access to a driveway, street, garage or assigned parking space, or
- When a vehicle is parked in violation of Article II of these Vehicle Regulations and the owner of the vehicle has been found guilty of two (2) prior violations for the same offense within the preceding 365 days.

SECTION 2.04 GENERAL NOTIFICATION OF VIOLATION

Parking violations will be issued WHLA parking tickets, which will indicate the date, time, violation, as well as vehicle make, model and license plate.

When a violation is witnessed, warnings will be as follows:

- 1st violation: ticket warning
- 2nd violation: ticket warning
- 3rd violation: a violation fine of \$50.00 will be assessed (see Section ??) for Violations and Fines).

If the fine is not paid, a lien will be placed on the owner's unit.

ARTICLE III PET REGULATIONS

SECTION 3.01

No more than two (2) pets, generally recognized as common house pets may be kept and/or maintained within a WLHA Townhouse Unit. All pets being kept in the residence of Townhouse Unit must be defined and in compliance with the Warrenville City Ordinance for Animal Control (Chapter 4: Latest Revisions). Such pets may not be kept and/or maintained for commercial purposes.

SECTION 3.02

No pet shall be left unattended when outside of the Townhouse Unit or on the Common Areas or chained or tied to a part of the Townhouse Unit exterior or to a tree or other object outside of a Townhouse Unit.

Dogs at large: Dogs are not permitted to run at large. For the purpose of this section, a dog not on a leash and under the control of a person physically able to control it, shall be deemed to be running at large. All dogs found to be running at large should be promptly reported to the proper authorities (Warrenville Animal Control).

SECTION 3.03

Pet excrement or other animal waste may never be allowed to remain on WLHA. Pet Owners must immediately remove all excrement and other animal waste in every event. Excrement is not to be disposed of in storm sewers.

SECTION 3.04

The feeding of pets is not permitted outside the Townhouse Unit or on any portion of the WLHA Common Area.

SECTION 3.05

WLHA Townhouse Unit Owners are responsible for their own pets as well as those visiting their residence. All costs incurred for the repair of damage caused by a pet on WLHA property shall be assessed to the WLHA Townhouse Unit owner.

SECTION 3.06

No pet shall be allowed to become a nuisance. A WLHA Townhouse Unit Owner is in violation of these pet regulations if such owner, resident or guest visiting the Townhouse Unit shall allow an animal to frequently or habitually howl, yelp or bark, or otherwise, in the determination of the Board, cause a disturbance to neighbors in the Warrenville Lakes community.

SECTION 3.07 -- VICIOUS AND DANGEROUS PETS

- It shall be a violation of the WLHA Rules and Regulations for a person to maintain a vicious or dangerous pet that attacks, strikes, scratches or approaches anyone or anything in an attitude of attack, without apparent cause.
- All pets deemed vicious or by the Board shall not be permitted within Warrenville Lakes community and shall be reported to the proper authorities. Further, the Board shall have the right, after the opportunity for a hearing, to demand the permanent removal of any animal that is deemed to be vicious or dangerous, or to create an unreasonable disturbance.

Fines of up to \$50 per event may be imposed.

ARTICLE IV NOISE/PARTY REGULATIONS

SECTION 4.01

Loud music, noises or other nuisances coming from inside or outside a WLHA Townhouse Unit that may unreasonably interfere with the peace and quiet of the neighbors are considered a violation of the WLHA rules and regulations and shall not be permitted by a WLHA Owner/Resident or visiting guest. Fines of up to \$250 per event may be imposed.

Per the City of Warrenville's ordinance: Possession or use of illegal **fireworks** carries a minimum \$250 fine. *Note: If immediate action is required, call the police (911).*

SECTION 4.02

Outdoor parties must be confined to the area immediately surrounding the Townhouse Unit. At the conclusion of a party, all decorations and refuse are to be removed from the Townhouse Unit Common Area. If you need an exception, please contact the Board via the Hotline or email. See Section 6.02 for use of the park for parties.

SECTION 4.03

Anyone witnessing a violation of Noise/Party Regulations may be asked to submit to the WLHA Board of Directors a written report (see addendum for email and mailing address) regarding a party/noise violation. The report should include the name of the offender, location of the offending act, description of the offense, date and time of the violation. Before contacting either the WLHA Board or the police, please speak to the offending party first to see if an amicable resolution can be made. *Note: If immediate action is required, call the police (911).*

**ARTICLE V
ARCHITECTURE & EXTERIOR MODIFICATIONS**

RESPONSIBILITIES

- a) The WLHA Site Manager, in conjunction with the WLHA Board of Directors, shall determine the need for, and will carry out and/or cause to be performed, all maintenance and repair to the exterior of the Townhouse Unit as completely described in the Covenants (Article V, Section 5.01).
- b) It is the responsibility of the WLHA Townhouse Unit Owner to maintain the total interior of the owned Townhouse Unit. The interior maintenance, repair or replacement of any portion thereof, includes the proper care of all surfaces, furnaces, water heaters, water softeners, stoves, refrigerators, washing machines, dryers, fireplaces and/or household appliances which are part of the interior of the Townhouse Unit. (See also Section 5.03 of the WLHA Covenants.
- c) The responsibility of the WLHA Townhouse Unit Owner also includes the service and maintenance of all glass surfaces, i.e., windows, front entry, patio doors, skylights and exterior lighting, according to the regulations set forth herein.
- d) The WLHA Townhouse Unit Owner is also responsible for the service, maintenance or replacement of all doors, including the garage door, fireplace chimney (inside and out), air conditioner and/or other items of said Townhouse Unit that services only one Townhouse Unit, according to the rules set forth herein.
- e) If the Unit Owner procured the services of a contractor for work to the exterior of the unit, the contract must be licensed and insured. Proof of such licensing and insurance shall be provided to the Site Manager prior to work beginning (see addendum for address of where to send licensing information). Homeowners will be solely responsible for the vendor's workmanship, conduct, damages, etc. All repairs or replacements involving electrical, plumbing, sewer, or structural work must be performed by a licensed and insured contractor.

SECTION 5.01 -- ALTERATIONS

- a) No alterations shall be made to the exterior portions of the Townhouse Unit by a Townhouse Unit Owner/Resident. This includes roofs, siding and color changes to exterior shutters. All costs to rectify these unauthorized changes will be at the expense of the WLHA Townhouse Unit owner.
- b) No TV antennas, other than satellite dishes (see Section 5.05) may be attached or mounted to the exterior of the property. (See Attachment 5 for satellite dish agreement.)
- c) Awnings, sunroofs, canopies and fencing of any kind are not permitted.
- d) Trellises are permitted at the side of the front porch after written approval from the Board.
- e) The installation of attic fans or whole house fans have noise nuisance factors as well as structural concerns which requires the Townhouse Unit Owner to submit a written request for WLHA Board review and approval prior to installation.

SECTION 5.02 -- GARAGE DOORS, STORM DOORS, WINDOWS AND WINDOW TREATMENTS

GARAGE DOORS

It is recommended that garage doors be kept closed when the garage is not in use. The maintenance and replacement of deteriorated garage doors, damaged garage door panels and garage door stripping is the responsibility of the WLHA Townhouse Unit Owner. When installing a new garage door, the WLHA Townhouse Unit Owner must purchase a door to comply with the WLHA garage door style and must be white.

See Addendum 3 for architectural standards for garage door replacements.

Garage door openers and keyless entry pads remain the private property of the WLHA Townhouse Unit Owner and will convey to the new owner upon sale of the Unit.

STORM DOORS

Storm doors must be kept uniform and in compliance with the architecture and plans set forth by the WLHA Board. If there is uncertainty about the type of door to use, it is the WLHA Townhouse Unit Owner's responsibility to contact the WLHA. The color must be white.

WINDOWS

Plastic coverings used on a window or patio door must be restricted to the inside of the Townhouse Unit and be kept in usable condition. No such covering may be placed on the outside of windows or patio doors. Broken windows and torn screens are the responsibility of the WLHA Townhouse Unit Owner (Covenant Article V, Sec. 503) and are to be replaced within two (2) weeks of breakage. Protective boards may be used to cover broken windows during this period. See Attachment 4 for Architectural Standards for windows.

WINDOW TREATMENTS

No sheets, blankets or like materials are to be used as coverage. At no time may newspaper, wallpaper, boards or like covering be used.

ENTRY DOORS AND PATIO DOORS

New entry doors are to be of the solid, 6-panel variety, with clear glass, full length sidelights on either side.

Patio doors must be the sliding door variety (as opposed to French style), without grids (mullions). The color is to be white.

See Attachment 4 for Architectural Standard on Entry and Patio doors.

NOTE: some Townhouse Units have French Door style patio doors, which are not authorized. These are to be "grandfathered in." If future replacement is needed, they will be required to match the above patio door sliding door standard.

SECTION 5.03 -- EXTERIOR LIGHTING

a) Light Fixtures

Light fixtures on the front porch and patio wall may be replaced with similar brass, wrought iron or anodized aluminum metal. All such fixtures shall be the same relative size and style as the existing fixtures. All lighting is to be white or amber, except during holiday seasons. The WLHA Townhouse Unit Owner is responsible for keeping these fixtures in good repair at all times. If not maintained, the WLHA will, at its option and with prior written notice, repair or replace these fixtures at the Townhouse Unit Owner's expense.

- b) Decorative Lighting
Low voltage “Malibu” type lighting (maximum 20 watts per bulb) may be used. Lights shall be placed within the landscaped areas and not in the lawn area. Only continuous glowing, non-flashing, white or amber lights are to be used. It is the WLHA Townhouse Unit Owner’s responsibility to maintain such lighting in good appearance and repair. If not maintained, the WLHA will, at its option, remove such lights at the Homeowner’s expense.
- c) Safety Lighting
It is strongly recommended that porch and patio lights be left on overnight for safety purposes. Motion detectors and dusk to dawn timers are acceptable on the porch and patio lights, however, floodlights are not permitted.
- d) Seasonal Lighting
See Rules and Regulations Section 6.04b (Seasonal Decorations)

SECTION 5.04 -- GUTTER EXTENSIONS

WLHA TOWNHOUSE UNIT Owners may install, at their expense, a section of gutter extending beyond the porch to the end of the building with a short downspout. Gutter and downspout extensions must match original gutter and shapes to maintain the uniform look of the WLHA Townhouse Unit. Extensions may extend over the garden area but not into the lawn area (due to lawn mowing issues). Underground PVC perforated drains (drain tile) may be used. For assistance, call the WLHA 24-hour voice mail hotline (see Attachment for number).

SECTION 5.05 -- SATELLITE DISHES

All satellite dishes must be professionally installed by a licensed and insured service provider. Satellite dishes must not be attached to the roof shingles. Any interior damage or leaks due to improper installation is the responsibility of the Unit Owner. See Attachment 5 for satellite dish agreement.

SECTION 5.06 -- PATIOS

- a) Extensions:
- Detailed specifications for extensions or alternations to an existing patio must be submitted in writing, including a sketch showing dimensions, materials to be used and type of installation, to the WLHA Board (see addendum for address) for approval prior to installation. No patio extension should extend beyond twelve (12) feet from the foundation. Installation or changes made without approval may be required to be removed at the WLHA Townhouse Unit Owner’s expenses.
 - Upon completion of installation, the Townhouse Unit Owner will notify the WLHA Board. The Board will arrange to have a representative inspect the patio extension for quality of installation and conformity in principle to the submitted plans.
 - Maintenance of approved patio extensions is the responsibility of the WLHA Townhouse Unit Owner. If extensions are not well maintained, the WLHA Board will, at its discretion, make the necessary repairs and maintenance changes or could remove the extension, returning the patio area to the original builder’s concrete slab. All action taken by the Association will be at the expense of the WLHA Townhouse Unit Owner.
- b) Use and Care:
- Patios must be kept clean, orderly and free of clutter.
 - Patios cannot be enclosed, altered or changed in appearance without written permission from the WLHA Board.

- Patios cannot be used for storage, except for seasonal items such as barbeque grills, lawn chairs, tables, firewood (see Rules & Reg Sec. 7.04) and other items usually associated with patios. No bicycles, motorcycles, car, toys or swimming pools may be stored on patios.
- Patios and the Common Area must not be used for pet runs or doghouses.
- High voltage, UV bug lights (commonly known as “bug zappers”) may not be used.

Decks of any sort are not allowed.

SECTION 5.07 -- FIREWOOD STORAGE

Storage of firewood is limited to the WLHA Townhouse Unit porch, patio or in front of the fireplace chimney.

- If stored on the Townhouse Unit porch, firewood must be neatly kept in a decorative storage bin or container made specifically for storing firewood.
- If stored on the patio or in front of the fireplace chimney, firewood must, at all times, be neatly stacked in a pile no larger than 4’ high x 4’ wide x 2’ deep (1/2 face cord).

SECTION 5.08 -- GARDEN AND GARDEN COVER

Professional landscapers will be contracted on periodic basis to manicure the WLHA landscaped areas. The contracted landscapers will be responsible for the care of trees, bushes, shrubs and lawns. A homeowner who chooses to maintain his/her bushes and plantings should procure “green stakes” as a signal for the landscapers to avoid cutting or pruning that area.

**ARTICLE VI
COMMON AREA REGULATIONS**

SECTION 6.01 -- COMMON AREAS

- a) Storage of any kind is expressly prohibited on or in the WLHA Common Area.
- b) Moving pods and construction dumpsters are permitted with WLHA Board approval and are to be placed only in front of the unit's garage. All damage to the driveway or common area is the responsibility of the Unit Owner. Pods and construction dumpsters may be permitted for a time of two (2) weeks. Any further time needed must be approved by the WLHA Board.
- c) All toys, recreations/sports equipment, basketball hoops, lawn furniture, children's pools, bicycles and the like must be removed from the WLHA Common Area property, including the area immediately surrounding the WLHA Townhouse Unit as well as the park and pond area. These items must be removed when not in use or no later than by sunset of the day of usage. All items must be stored within the WLHA Owner/Resident's Townhouse Unit or garage. Lawn furniture may be stored on the patio.
- d) Structures such as a sandbox, dog house, storage shed or other structures are prohibited in the WLHA Common Areas, the porch or the patio.
- e) Clothing, sheets, blankets, laundry and similar objects cannot be hung outside the Townhouse Unit or anywhere on the Common Area property.
- f) Bicycles, auto, motorcycles, snowmobiles and all other recreational motor driven vehicles are limited to the dedicated and paved areas. Likewise, none of these mentioned items may be stored on a patio or other parts of the Common Area property.

SECTION 6.02 -- PARK AND POND

- a) The WLHA park area may be used for parties during daytime hours when the park is normally open for Residents' use from dawn to dusk. Notification by calling the WLHA phone number or email (see addendum for contact info) should be made to the WLHA site manager to identify the intended activity and the person responsible for such activity. A waiver describing the event should be furnished to the HOA Board at least 1 week prior to the event.
- b) Residents of WLHA may use the pond for fishing; however, this is a catch and release pond. Fishing is only allowed when the pond is unfrozen; ice fishing, ice skating, or driving on the frozen pond are prohibited.
- c) There is no swimming, rafting, canoeing, kayaking or ice skating allowed on the pond.
- d) Nothing should be thrown into the pond, including refuse and rocks.
- e) To reserve a park party time, contact the WLHA Board of Directors via phone or email. (See Attachment for contact info.)

SECTION 6.03 – TRASH PICK-UP

The WLHA Board provides for non-hazardous solid waste collection and recycling services once a week. See the Attachment 2 for the current regular collection day. If collection day falls on or after a holiday, collection will be delayed by one day. All collection regulations will apply to the alternative pick up day. See Attachment 2 for holiday schedule and guidelines for trash pick-up from WLHA's current waste removal company. Also see Attachment 3 for directions from the current WLHA trash pick-up vendor for recycling and large item disposal.

- a) Solid waste and recycled items are to be placed at the curb for pick-up on the scheduled day. Items for pick up must NOT be placed outside any earlier than 4:00 p.m. the night prior to the scheduled pick-up day.
- b) Solid waste trash must be kept within the Townhouse Unit at all times other than the day of pick-up. All trash should be placed in securely closed, plastic trash bags (maximum 33-gallon size) or securely tied cartons.
- c) Recycle items are specified in the addendum of the WLHA Handbook. These items are also documented periodically on the WLHA website.
- d) Place clean recycle items directly into the recycle bins provided with each WLHA Townhouse Unit. Recycle items are NOT to be placed in plastic bags. Townhouse Unit address must be clearly displayed on each recycle bin.
- e) All recycle bins should be removed from the curb as soon as possible, especially on windy days, and should be returned to the WLHA Townhouse Unit by the evening of the day of trash pick-up.

SECTION 6.04 -- DECORATIONS

- a) Statues and ornaments

All statues or other ornaments must be non-permanent. The statues/ornaments must not be erected in the grassy areas of the Common Area as it may interfere with the lawn service. (If in doubt as to compliance, please contact the WLHA for approval.)

Seasonal Decoration

Seasonal decorations may be installed but may not be lit earlier than one (1) month prior and must be removed no later than one (1) month after the date of the holiday. All multi-colored lighting is considered seasonal. WLHA Townhouse Unit surfaces damaged by the placement of seasonal decorations is the responsibility of the WLHA Townhouse Unit Owner. If damage is not repaired when seasonal decorations are removed, WLHA will make the repairs the Townhouse Unit Owner's expense.
- b) Flag Poles

Flag poles are limited to a height of twelve (12) feet. It must be erected within the boundaries of the landscaping borders, not the grass areas of the Common Area as it may interfere with the lawn service. (If in doubt as to compliance, please contact the WLHA for approval.) **Per Federal Statute, permissible flags are limited to the U.S. and military branches.**

SECTION 6.05 -- SIGNS AND ADVERTISEMENTS

- a) Banners and Signs

No sign advertising a business or commercial activity is permitted anywhere on the property. Open House signs and garage sale signs will be permitted within three (3) feet from the street curb only during the day of the open house or garage sale.
- b) "For Sale" signs
 - One (1) "For Sale" sign per Townhouse Unit shall be permitted. Such a sign shall not be attached to the exterior of the Townhouse Unit or in windows. Signs shall not be placed more than four (4) feet from the edge of the porch and shall not extend past the end of the Townhouse Unit. Signs must be the size and type commonly used by real estate companies.
 - Signs in continual non-compliance will be confiscated by the WLHA Board. It is the responsibility of the WLHA Townhouse Unit Owner to advise the real estate agent of the regulations regarding sign location.

c) Political Signs

Political signs may only be displayed on those portions of the property over which the owner has exclusive use as defined by the declaration, such as on patios or in windows. Political signs cannot exceed 1.5 feet x 2 feet in size. No sign may include profane language or images. Political signs endorsing a candidate or party in an election may only be displayed from 60 days prior to the subject election, until 30 days after the race has been decided.

ARTICLE VII RENTALS

SECTION 7.01

Warrenville Lakes is primarily an “Owner/Resident” community. To maintain this status, the Fourth Amendment to the covenants were recorded with the Recorder of Deeds of DuPage County on May 21, 2008. Once an owner of a rental unit, current or subsequent, occupies or sells the unit, it may not be leased or rented again.

SECTION 7.02

For those “grandfathered” units which may be rented, off-site owners must cooperate by registering their renters with WLHA (see addendum for mailing and email addresses.). The off-site owner must notify the WLHA Board of the renter’s name(s), home, cellphone, work phone number and e-mail address. The WLHA Board must also have the off-site owner’s home address, home/cell/work or other daytime contact phone number and e-mail address. No later than 10 days after the renter moves in, this information must be sent to the WLHA Board via postal service or e-mail. The WLHA Board maintains the rights to fine the owner if the owner fails to provide the information required herein.

SECTION 7.03

The WLHA Townhouse Unit Owner is responsible for payment of the WLHA monthly assessment fee, and any fines assessed against the property or occupant. Failure to pay monthly assessments fees and fines will result in a lien on the property and/or legal action.

SECTION 7.04

Failure to register information listed in Section 7.02 within ten (10) days after occupancy by the renter will result in a \$100.00 per month fine levied against the WLHA Townhouse Unit Owner, plus a daily fine of up to \$10 per day until the required information is provided.

Both the tenant and owner must conform to the Rules and Regulations. Failure to adhere to the WLHA Rules and Regulations will be enforced in accordance with Addendum (?). Subsequent violations of the same infraction will result in a fine to the WLHA Townhouse Unit Owner -, , or may result in the Association initiating legal action to terminate the tenant’s right to occupy the Unit.

All information or notices of violation or disturbances pertaining to a renter will sent to the WLHA Townhouse Unit Owner.

**ARTICLE VIII
SALE OF TOWNHOUSE UNITS**

SECTION 8.01 -- SELLER'S RESPONSIBILITIES

- a) Sellers must notify the WH Board of intent to sell within 30 days prior to closing. The attorney's office representing the seller shall call the WLHA 24-hour voicemail (see Addendum for phone number) with a request for a "Closing Assessment Letter." Prior to or at closing, all assessment fees and/or fines owed must be paid to the current date.

Information needed for the WLHA closing assessment letter is:

- Attorney's office phone number and/or fax number
 - Attorney's address for mailing of the closing assessment letter
 - Name and address of the WLHA seller
 - Name(s) of the buyer
 - Anticipated date of closing
- b) The seller will furnish the purchaser, the following at the time of the sale closing:
- All keys relating to the WLHA Townhouse Unit being sold
 - The new owner's private mailbox key, including the correct number of the WLHA Townhouse Unit mailbox
 - The current coupon book for payment of WLHA monthly assessment fees.
- c) The recycle bin is to remain in the WLHA Townhouse Unit garage for the new Owner. The WLHA Townhouse Unit Owner must mark the Townhouse Unit address on the recycle bin.
- d) All WLHA Townhouse Units must be in conformance with the "Rules and Regulations, Covenants and By-Laws" as set forth within these pages.

ARTICLE IX ENFORCEMENT AND REMEDIES

a) General. The remedies hereunder are not exclusive and the WLHA Board may, in addition, take action provided for in the Declaration, By-Laws or by another statute to prevent or eliminate violations thereof, or of the Rules and Regulations of the Association.

All expenses incurred by the Association to enforce the WLHA Rules and Regulations, or to enforce Covenants, Restrictions or Provisions of the Declaration and By-Laws, including all attorney fees and costs, shall be charged to the WLHA Townhouse Unit Owner.

b) Reporting of violations- any violation of the Declaration, Bylaws, or Rules may be observed and reported by a member of the Board, or by a managing agent, if any. Any Owner may also report a violation. Any report of a violation must be in writing and shall include the date, time, and nature of the alleged violation the name and address of the person reporting it, the name and address of the alleged violators, if known, and any other pertinent information. Photographs, police reports, or other supporting documents should be provided.

c) Notice of Violation. Upon receipt of a complaint, the Board shall determine whether the complained of conduct, if true, constitutes a violation of the Declaration, Bylaws, or Rules. If so, the Owner will be notified of the complaint in writing and the Board may elect to pursue remedies as stated below.

d) Imposition of Fine – Upon receipt of a complaint and determination by the Board that an Owner has violated the governing documents (Declaration, Bylaws, and Rules), the following fine procedure and schedule shall be applicable, subject to the notice and hearing procedures set forth herein below.

1. Fine Schedule

- (i) First Offense: An initial warning notice may be provided. Depending on the nature of the violation, at the discretion of the Board, the Owner will have ten (10) days to correct the violation or cease the conduct giving rise to the violation. If no warning is provided and/or a warning is provided and the Owner fails to correct the violation or cease the conduct giving rise to the violation, the assessment of a fine of up to \$250, will result.
- (ii) Second and Subsequent Offenses: Second and subsequent instances of the same violation within the same calendar year will result in the assessment of a fine of up to \$500 and/or initiation of any other recourse allowed by the Declarations, By-Laws, or applicable Illinois law, including but not limited to initiating legal action or exercise of self-help.
- (iii) Continuing Offenses. For violations of a continuing nature, fines in the amount of up to \$25.00/day may be assessed and shall continue until such time as the violation is corrected.

2. Board's Option to Escalate

If a violation causes immediate risk to personal safety or to value of Association Property, or otherwise as circumstances dictate in the sole discretion of the Board, the Board may increase fine amounts up to \$1000 per offense and/or immediately initiate other recourse allowed by the Declaration, By-Laws or Applicable Illinois law, including but not limited to initiating legal action. The Board may refer any violation to legal counsel for handling at any time.

3. **Right to Hearing.**
Any owner who has received a notice of violation and/or notice of fine may, within fourteen (14) days of receipt of same, make a written request to the Board for a hearing. If an owner does not request a hearing pursuant to this paragraph, the right to a hearing will be waived, the allegations will be deemed admitted, and all fines, fees, charges, or other penalties will be deemed confirmed.

ADDENDUM

WLHA Mailing address:

P. O. Box 281
Warrenville, IL 60555

WLHA e-mail address

info@wlhoa.com

WLHA 24-hour voice mail hotline number:

630-585-4117

Mailing address for monthly Association fee only:

WLHA
WSB Dept. #0400
P. O. Box 5905
Carol Stream, IL 60197-5905

Attachments:

1. Sample Violation Notice
2. Recycling guidelines from current WLHA trash pick-up vendor
3. Large item disposal from current WLHA trash pick-up vendor
4. Architectural standards for doors, windows, garage doors and sliding doors
5. Satellite dish agreement
6. Park Use Waiver

Warrenville Lakes Homeowners Association
Notice of Violation and Demand for Compliance

Dear Homeowner:

Purchasing a home in a community association offers many advantages to the homeowners, but at the same time imposes some restrictions and responsibilities. One of the responsibilities that each Warrenville Lakes homeowner has is maintaining their portion of the property, and ensuring that they, as well as their family members, guests, pets, and invitees, conduct themselves in compliance with the Association's Declaration, Bylaws, and Rules and Regulations ("Governing Documents").

The obligation to abide by the governing documents arises by virtue of purchasing your home in an Association.

This communication hereby gives notice of the following violation of the Declaration, Bylaws, and/or Rules & Regulations which is outstanding against you and your home:

Section _____

Wording of the section*

Said violation must be resolved in _____ days unless the HOA Board determines otherwise. Fines may be assessed due to non-compliance.

Thank you for your cooperation in this matter.

Warrenville Lakes Homeowners Association

GROOT RECYCLING

PAPER

- Newspaper (with inserts)
- Magazines/Catalogs
 - Glossy & Non-glossy
- Telephone Directories
- Office/School Paper
- Advertising/Junk Mail
- Kraft Brown Paper Bags
- Corrugated Cardboard
- Paperboard/Chipboard
 - Cereal Boxes
 - Pasta Boxes
 - Clothing Boxes
 - Tissue Boxes

PLASTIC Bottles, tubs, and jugs only

METAL Aluminum Cans Steel or Tin Cans

GLASS Brown, green and clear bottles and jars only (no canning jars)

ASEPTIC PACKAGING

- Juice Boxes
- Milk Cartons

Recycling Preparation

- All materials may be mixed together.
- Paper may be placed in paper bags (optional).
- Flatten all corrugated cardboard and paperboard boxes.
- Remove any non-paper packing material
- Rinse all recyclables free of food residue and remove lids.
- Use PAPER bags when possible.
- It is okay to leave the caps on your plastic containers.

For the Love of Recycling

- **DO NOT:** recycle wire hangers (please return to your cleaners).
- **DO NOT:** recycle mirrors, lightbulbs, window glass, or ceramics in recycling container.
- **DO NOT:** include soiled paper fibers (oily pizza boxes, paper napkins, etc.)
- **DO NOT:** recycle batteries (take them to City Hall, lower level)
- **DO NOT:** place recycling materials in plastic bags.
- **DO NOT:** include styrofoam, wood, plastic film, plastic bags, plastic toys, or diapers
- **DO NOT:** recycle electronics.

* Discard all recyclables in the designated container(s).

** Please! **DO NOT** throw garbage in the container(s).

LARGE PICKUPS

White Goods: Groot will not pick up White Goods (water heaters, stoves, etc.) as part of their regular route. You must contact them no later than Tuesday to arrange for pickup. The item must be marked with your unit number or it will not be picked up! The cost for removing one item is \$45.00. WLHA will initially pay Groot and we will bill you for the removal.

Carpet: A maximum of four rolls (no longer than 4 feet) will be picked up as part of the regular route. Contact Groot either by phone or website no later than Tuesday to schedule a pick-up if you have more than four rolls.

Large Items: One large item (chair, dresser, sofa etc.) per week, per unit will be picked up as part of the regular route. If you have more than one item, please contact Groot no later than Tuesday to schedule a pickup.

Remodeling/Construction Debris: Please call on the Monday before our collection day in order to arrange for pickup. You may order a construction dumpster if you are doing extensive remodeling by calling the WLHA hotline and requesting one. Please make your request well in advance of your project!

Garbage and Recycling Bins: You may order and use the Groot containers, however, there is a extra fee for each container and they must be stored in your garage (not on the patio).

When Calling Groot:

Call (630) 892-9294 and identify yourself as being from Warrenville Lakes. Tell them what the item is and give them your address.

Or

Use the website: Groot.com

Fill in the required information.

WINDOW STYLES – GENERALLY REFERRED TO AS COLONIAL STYLE

BOTH BEDROOMS, LOFT AND LIVING ROOM – 6 LITE



KITCHEN/DINING ROOM – 6/9 LITE



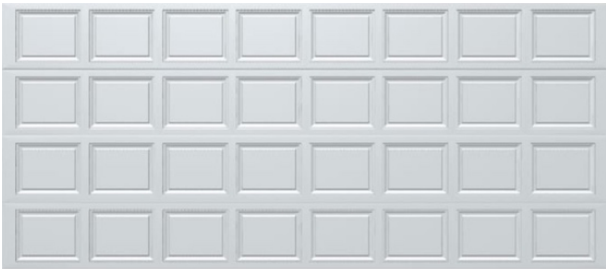
SLIDING PATIO DOOR – NO MULLIONS/GRIDS



FRONT DOOR – SOLID 6-PANEL DOOR, CLEAR SIDELIGHTS (NO GRIDS)



GARAGE DOOR – RAISED PANEL (WHITE)



Satellite Dish Installation Agreement

WHEREAS, the undersigned, as Owner(s) of _____ (“Townhouse Unit”) at the Warrenville Lakes Homeowners’ Association (“Association”), have requested permission to install a Satellite Dish on the Townhome Unit’s exterior (“Work”); and

WHEREAS, pursuant to the Association’s governing documents, the Work requires Board approval; and

WHEREAS, in order to approve the Work, the undersigned Owner(s) will be required to submit drawings or plans showing the size, location, and means of attachment of the satellite dish to the Board for preliminary approval before any Work begins; and

WHEREAS, the Board will approve the Work provided that the Work complies with the requirements of Section 5.05 of the Association’s Rules and Regulations, and provided the undersigned Owner(s) sign this Satellite Dish Installation Agreement and abide by the terms hereof.

NOW, THEREFORE, in consideration of the conditional approval for the Work, the Owner(s) agree as follows:

1. To obtain all permits, licenses, and permissions as may be required by any public authority having jurisdiction over the Work and, prior to commencing the Work, shall furnish copies thereof to the Association’s managing agent; and
2. To provide a copy of the signed installation contract to management before the Work begins; and
3. To provide a certificate of insurance, in form and substance satisfactory to the Board, for the installation contractor, before the Work begins. Contractor’s insurance shall include at least workers compensation for statutory limits and comprehensive general liability insurance in limits sufficient to protect the interests of the Owner(s), the Association, the Board, and the managing agent; and
4. To warrant that the Work shall be performed in strict compliance with all applicable laws, ordinances, rules, and regulations, and with the submitted plan for installation; and
5. To keep and maintain the satellite dish in good, functioning, safe condition after installation; and
6. To remove the satellite dish and restore all damage caused thereby in the event that:
 - a. The dish becomes inoperable, damaged, destroyed, or ceases to be used; or
 - b. The Board makes a demand for removal to facilitate repairs for which the Association is responsible or because, in the Board’s discretion, the dish has become inoperable, damaged, destroyed, or unused; or
 - c. The Owners(s) sell, gift, or otherwise transfer their interest in the Townhome Unit to a third-party who does not agree to the terms of this Agreement in writing.
7. To covenant and agree to defend, indemnify and hold harmless the Association, its Board, employees, managing agent and their respective officers, directors, employees and agents and each and all Unit Owners from and against the following:
 - a. Any claim or demand by Warrenville or any other governmental or quasi-governmental agency, or its departments, for failure of the undersigned Owner to comply with any applicable laws, ordinances, rules, and regulations; and
 - b. Any mechanics liens, claims, costs, charges, disputes, expenses, or encumbrances arising out of or related to the Work; and
 - c. Any claims, costs, charges, disputes, judgments, damages, or claims whatsoever related to, caused by, or arising out the Work; and

d. Any reasonable claim or demand for attorneys' fees or costs incurred by the Association in connection with the Work and/or in connection with the Association's enforcement of any provision of this Indemnification Agreement.

8. All requirements to be performed by Owner(s) under this Agreement shall be performed at the Owner(s) sole cost and expense.

I, the undersigned, have fully read and understand this Agreement and all of its terms. I, the undersigned, signed this Agreement of my own free will. I warrant that the above is true and correct in all respects and that no representations, statements or inducements apart from the foregoing have been made.

Date

Signature

Print Name

Townhome Unit/Address

(ADULT)
WAIVER AND RELEASE OF ALL CLAIMS

_____ does hereby release, forever discharge, and hold harmless the WARRENVILLE LAKES HOMEOWNERS ASSOCIATION, its Board of Directors, and its employees, agents, and contractors from and against all claims, causes of action, controversies, , damages, debts, demands, indemnities, judgments, liens, suits and sum of money claimed or awarded whatsoever, whether in law or in equity, and particularly without limiting the generality of the foregoing, any and all claims arising out of my participation in any WARRENVILLE LAKES HOMEOWNERS ASSOCIATION private events, parties, or activities (“Events”) and which my heirs, representatives, successors and assigns, or others can, shall or may have with respect to my participation in a WARRENVILLE LAKES HOMEOWNERS ASSOCIATION private event.

I recognize and acknowledge that there are certain risks in participating in an Event in the Park and I agree to assume all of said risks. I agree to waive and relinquish all claims I may have or any member of my family may have against WARRENVILLE LAKES HOMEOWNERS ASSOCIATION, its officers, agents and servants as a result of my participation in this Event. I hereby fully release and discharge WARRENVILLE LAKES HOMEOWNERS ASSOCIATION, its officers, agents and employees from any and all claims from injuries, including death, damage or loss which I or any member of my family may have or which may accrue to me or a member of my family as a result of my participation in the Event. I further agree to indemnify and hold harmless and the WARRENVILLE LAKES HOMEOWNERS ASSOCIATION, its offices, agents, servants and employees from any claims resulting from any injuries, including death, damages and losses sustained by me or a member of my family arising out of, connected with or in any way associated with my participation in this Event.

The undersigned is of legal age and under no disability, has read and understands fully the above and foregoing, and intends to be bound thereby.

DATED: _____

Name-please print

Signature

Address

City, State, Zip Code

Phone

Email

