

# Park Place of Itasca Homeowners Association Rules and Regulations

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Revised and Adopted: November 3, 2021

The purpose of Rules and Regulations is to protect the Unit Owners' vested interest in maintaining an environment of quality and uniformity with a high degree of consideration for owners, one's neighbors, and the community as a whole with intention of enhanced living conditions of Park Place of Itasca.

The Board of Directors of the Park Place of Itasca Homeowner Association has duly adopted the Rules and Regulations contained on these pages and are legally binding upon all owners, residents, family members, and guests. "Residents" refers to renters, tenants, renter's families, and renter's guests as well as resident owners. The following Rules and Regulations have been adopted to help ensure a well-maintained, sound, and comfortable living environment for all residents at Park Place of Itasca.

From time-to-time, at the sole discretion of the Board, certain Rules may be amended, added, or removed for which, after due process, either replacement of pages or additional pages are inserted and outdated pages removed. These Rules and Regulations are effective on the date printed above and all previously published Rules and Regulations are hereby nullified and replaced.

Questions or concerns regarding any of the Rules and Regulations should be brought to the attention of the Management Company and the Board of Directors.

Sincerely,

Board of Directors

Park Place of Itasca, Homeowners Association

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All rules, regulations, restrictions, and covenants contained in the DECLARATION FOR PARK PLACE OF ITASCA (Declaration) and By-Laws of the Association are incorporated by reference and made a part of these Rules and Regulations and are subject to the enforcement policies set forth herein. Repeated violations of the regulations will lead to fines as determined by the PARK PLACE HOMEOWNERS' ASSOCIATION (Association).

The Rules and Regulations are intended to govern the relationship of the Association with its membership. It is not intended to affect any obligations the Association and the members may have to the Village. If any of these Rules and Regulations shifts the burden of installation, maintenance, or damages from the Association to the members, and the Association was previously responsible to the Village for these matters, as between the Village and the Association, the Association shall remain liable.

**In the event of a conflict between the Rules and Regulations herein stated and the Declaration for Park Place, the Declaration shall prevail.**

## **Article 1 - Definitions**

For the purposes of this document, the following definitions shall apply, but shall not supersede the definitions in the Association By-Laws:

### **Association**

Generally, refers to the collective group of all homeowners that makes up the Park Place of Itasca Homeowner Association. Also, sometimes refers to the Board of Directors and its agents acting on behalf of the Association.

**Board of Directors**

The Board of Directors, commonly known as “the Board” or “the Board of Directors” is an elected group of Owners which also must be a titled owner who resides in Park Place of Itasca.

**Community Area**

Generally, means all portions of the Premises which are not residential, and which consist of private roads and roadways, storm water detention ponds, conduits providing storm water drainage for the Premises, woods and fauna, grassy areas, landscaped areas, and entranceway monuments.

**Deck**

Generally, defined as the wooden decking material; hand railing structures; and vertical supporting columns/posts attached to some raised ranch units.

**Grandfather Clause**

Generally, defined to those owners and/or properties where builder approved (sponsored) modifications were made prior to the establishment of these rules, which had filed proper paperwork filed with the Board of Directors and Park Place Management company.

**Management Company**

Generally, means a hired firm by the Board of Directors which helps to orchestrate, manage, many matters related to Park Place of Itasca homeowners association.

**Patio**

Generally, means the concrete or otherwise modified pad that typically exists in the back of a unit.

**Professionally Installed**

Generally, means the hiring of a company which would provide an installer to make the alterations being desired. This company and installer would be licensed, bonded, and insured.

**Renter**

A person who has signed a lease with a Unit Owner where the Unit Owner has received prior permission from the Board of Director to rent the unit for a fixed period. Renters do not have the same privilege as Unit Owners but must follow all the same rules. Renters are not allowed to vote or attend Association meetings.

**Resident**

Generally, means the persons inhabiting the premises owned by the Unit Owner on a permanent or semi-permanent basis, but always more than two-weeks.

**Sidewalk**

Generally, means the concrete area that borders Bay Drive throughout the community.

**Stoop**

Generally, means the concrete pad that exists on the front of each unit.

**Unit Owner / Homeowner**

Generally, means the person of record who is the legal owner of the property, and not a renter or visitor.

**Visitor/Caller/Guest Visitor**

Caller and guest are terms for a person who temporarily comes to spend time with or stay with Unit Owners or renter. In all cases this is a temporary situation, generally meaning less than a two-week consecutive period.

**Walkway**

Generally, means the concrete that typically join a unit driveway and the front stoop.

**Article 2 - General Rules and Regulations**

*1. ADVERTISING MATERIAL*

- 1.1. Village ordinances prohibit brochures or other literature which advertises “Commercial [or] Charitable Enterprises,” from being left in Community Areas or otherwise distributed to units without the expressed permission of the Board of Directors.

*2. AIR CONDITIONERS / FANS*

- 2.1. The maintenance or replacement of air conditioning units and/or slabs/brackets is the responsibility of individual Owners. Replacement air conditioning units must use the existing access points, foundation squares, outlets, and fixtures already in place. All units must be professionally installed.
- 2.2. Window air conditioning or window fan units are not permitted.

*3. ANTENNAS/SATELLITE DISHES*

- 3.1. Requests for antennas, satellite dishes, or communication wires must be submitted to the Park Place Board of Directors (the Board) for approval prior to installation. The Board will reach decisions about permission, size, and location thereof which are consistent with FCC and village guidelines using submission on architectural change control form.
- 3.2. Prior to any installation of the dish, the Owner must execute an indemnification agreement as part of the application process. This agreement which indemnifies and holds harmless the Board, the Association, its agents and members from any and all claims, controversies or cause of action resulting from the installation or use of this satellite dish, including the payment of any costs of litigation and resulting attorney fees. Owner agrees to be responsible for any damage to the property or any injury to any individual because of the installation of the dish.
- 3.3. All plans for satellite antenna installations must be submitted to the Board and approved before any installation work begins.
- 3.4. Satellite antennas will only be approved for installation on the rear side of a building, mounted to the wood trim. Roof installations will only be approved if "line of sight" reception cannot be

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achieved any other way. No approvals will be honored where installation would involve any brick, any outside deck railings, or patio railings. Satellite dishes may NOT be installed on the Community Areas without the prior written consent of the Board.

- 3.5. To protect the health, safety and welfare of the residents, the Board requires that satellite dishes be professionally installed. The Owner must provide proof to the Management Company that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If possible, please attempt to use existing wires.
- 3.6. The Board reserves the right to inspect the installation and maintenance of the satellite dish.
- 3.7. Once installed, the Owner will be responsible for the maintenance of the dish. If additional costs are required to maintain the portion of property on which the dish was installed, the Board may assess this cost back to the Owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the Owner will be advised accordingly.
- 3.8. The Owner shall always keep the satellite dish in good repair. Failure to do so after (5) days' notice from the Management Company may result in the removal of the dish, with all costs associated to be paid by the Owner.
- 3.9. The Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the Owner must restore the property to its original condition upon removal of the dish.
- 3.10. The owner shall be responsible to fund the cost of removal of the satellite dish and restoration to the property prior to the sale of the property.

#### **4. ASSESSMENTS AND COLLECTIONS**

- 4.1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month and considered late if received or postmarked after the tenth (10th) day of the month.
- 4.2. Any payments of less than the full amount of all assessments and other charges which are due in any given month or payment which is made late shall cause the Owner to be subject to late charges of twenty-five dollars (\$25.00). Late payment charges shall be added to and deemed a part of the Owner's Common Expenses and payable by the first of the ensuing month.
- 4.3. Owners delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration. Once legal action has commenced, all legal fees and costs will be assessed to the Owner as required by Declaration 7.07.
- 4.4. Payments that are for special assessment shall solely be used for that specific assessment as stated in 6.05 of the Declaration. All payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the oldest outstanding charges before being applied to any current charges.
- 4.5. NSF (non-sufficient funds) payments returned to the Park Place Itasca Home Owner Association's bank, shall incur an NSF fee in the amount imposed by the bank and any other fees associated with the NSF payment. NSF payments resulting in monthly assessment not being fulfilled by the 10<sup>th</sup> of the month will be deemed as a late payment.

#### **5. AWNINGS**

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5.1. No attached awning, sunroof, canopy, or exterior shade of any type is permitted.

*6. BASKETBALL HOOPS*

6.1. Permanent hoops and backboards are not permitted. Temporary, portable hoops must be kept off the lawn and not permitted on community areas.

6.2. All hoops must be garaged November 1st to April 1<sup>st</sup>.

*7. BICYCLES, SCOOTERS, AND OTHER MOTORIZED UNITS*

7.1. Bicycle, scooters and other motorized units riding is allowed on streets, sidewalks and paths and only in accordance with the Village of Itasca ordinances.

7.2. Bicycle(s), scooters and other motorized units are prohibited on landscaped or grassy areas.

*8. BOULDERS*

8.1. Boulders are not permitted on lawns or other uncultivated areas, other than those approved by the Landscape Committee and the Board of Directors to aid in the general appearance of the landscape.

*9. BUILDING ATTACHMENTS*

9.1. Nothing shall be attached to or removed from any building or roof without prior written approval of the Architectural Committee and the Board of Directors.

9.2. Home street addresses shall remain consistent color, material, and size of all other units within the association. Address shall be placed centered over the garage door, or front door entry to home only. The address material to be used is consistent with all other addresses in the community and defined further in the style guide documentation.

9.3. New or replacement doorbells shall be installed only adjacent to front entry door and if necessary the removal of any older doorbell hardware performed at the time of the new installation.

9.4. Flower boxes may be placed on patios or decks, however under no circumstances will planters or window boxes be attached to siding, brick, or cement window sills.

*10. COMMERCIAL USE OF UNITS*

10.1. See Declaration Section 8.04, relating to Residential Use Only.

10.2. No units shall be used for purposes of short term rental options (i.e. AirBnb, VRBO, FlipKey, Tripping.com, or any other such short term rental options). Use of any unit for these purposes regardless of length of stay will be construed as Commercial Use and is prohibited.

*11. COMMUNITY AREA/PROPERTY*

11.1. Community areas include but are not limited to driveway access area, parking areas, easement, parkways, and retention ponds. These areas are designated for the benefit of all



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residents and owners, but for safety reasons and prevention of property damage are not to be used for recreational activities.

- 11.2. Any Community property which is damaged by the conduct of owner or by the pet(s), family, tenant, guest, delivery man, movers, etc. may be repaired by the Owner with the approval of the Architectural Committee and/or the Landscape Committee. If not repaired, that damage will be repaired by the Association and the cost assessed to the responsible owner.

### *12. DECKS AND PATIOS*

- 12.1. In general, decks and patios are to be kept clean, maintained for any damaged areas, and used to store grills and patio type furniture. Storage of other items is not allowed, so as not to create unsightly views for others.
- 12.2. Decks or patios are not to be used for the hanging of any laundry or for the storage of garden tools, bicycles, toys, or other items which may detract from the general appearance.
- 12.3. Additional lighting may be installed with the approval of the Architectural Committee and the Board. Such lighting must not shine onto any other unit properties; furthermore the installation must not intrude or interfere with any other homeowner properties.
- 12.4. Lights connected with wire or cord (string lights) of any kind are not to be used anywhere on the property with the exception being the winter holidays between October 15 through January 30. All string lights must be removed outside of these dates.
- 12.5. Planters may be hung from decks (i.e. plastic fasteners), or placed on patios and decks. Under no circumstances will attachment to siding or brick be permitted. For safety reasons, all planters on decks must be hung on the inside railing and never on top of railings or hanging from the deck floor structure. Nothing should be hung from the underside of the decks.
- 12.6. Such additions as wind chimes or windsocks which may constitute a nuisance to neighbors may only be installed with the approval of neighbors within hearing or visual distance of the installation.
- 12.7. Patio extensions are permitted within the guidelines approved by the Architectural Committee, the Board, and the Village of Itasca. If approved, the cost of maintenance and replacement of any such extension or alteration is the responsibility of the individual Owner. Please see Patio Extension Procedure posted on Park Place Website.
- 12.8. Deck and patio maintenance includes regular cleanings, repairing any cosmetic or structural damage, and all costs related to such maintenance and repair is the responsibility of the owner. This will be monitored by HOA and if not handled by HO in a timely manner will be handled by HOA and funds accessed back to owner.
- 12.9. Alterations to any patio or deck is prohibited unless a requested change has been submitted using the Architectural Change Control Form and approved by the Board. This includes patio extensions, deck alterations.
- 12.10. The enclosure of decks or patios, placement of gazebos will not be permitted.
- 12.11. See regulations about GRILLS below.

### *13. DRONES*

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- 13.1. No person shall be permitted to fly a drone, including but not limited to those drones equipped with an imaging/recording device, to, from, onto or into the Association's Community Area.
- 13.2. No person shall be permitted to fly a drone which records/photographs the interior of a Unit.

*14. FENCES*

- 14.1. Partition fences other than for garden beds are not prohibited.
- 14.2. No permanent garden fencing or posts of any kind will be allowed.
- 14.3. Garden fences are permitted, providing they are uniform on each property. They must be all the same size, material, color, height and shape. No garden fences higher than 8 inches will be permitted.
- 14.4. Homeowners are responsible for the upkeep of garden fences. Any rotten wood fences or rusted metal fences should be replaced to maintain manicured curb appeal.
- 14.5. Homeowners assume all the risk of potential damages that may be caused from landscape contractors, tree services, and snow removal services.

*15. OUTDOOR FIREPLACES*

IN ORDER TO REDUCE THE POTENTIAL RISKS OUTDOOR FIREPLACES MAY ONLY BE USED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS.

- 15.1. All fireplace units or tables will be fueled by a propane source only. No other fuel sources are allowed.
- 15.2. Units where the element itself glows orange when voltage or fuel is applied are not permitted, sometimes known as hot surface ignitors, or HSI's, or resistance heaters.
- 15.3. Fire pits of any kind are not allowed in any area of the Park Place community.
- 15.4. All fire place units must be used in consideration of all other Association rules (noise, child supervision, traffic blockage, etc.) and all Village of Itasca Ordinances related to open burning.
- 15.5. Fireplaces **MUST** be always supervised when in use with **NO** exception.
- 15.6. All fireplaces **MUST** be a minimum of 10 feet away from any combustible item, in any directions. This includes, but not limited to homes, siding, decks, patio umbrellas, tree branches, propane or gas grills, motor vehicles, garbage cans, etc.
- 15.7. No fireplaces will be allowed on any deck of raised ranch units.
- 15.8. A garden hose or other fire extinguishing device **must always be** ready and available **when** a fire is active and ready to extinguish the fire in case of an emergency.
- 15.9. Fireplaces may never be placed on the grass or near any vegetation or in an area with low hanging branches and other potentially flammable landscaping.
- 15.10. Fireplaces must have sturdy base which will support the unit and its contents. No permanent structures of any kind will be permitted.

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- 15.11. Homeowners are responsible for all damage that may result from the use of a fireplace on Association property.

*16. FLAGS*

- 16.1. Free standing flagpoles are prohibited.
- 16.2. One flag bracket made of non-corrosive material may be installed by each Owner. No mounting on brick or siding.
- 16.3. For those Owners that want to properly display a U.S. flag or military flag on their property, two brackets or a double bracket may be used.

*17. FURNITURE*

- 17.1. Patio or deck furniture is allowed and may be kept outside on patios or decks.
- 17.2. Furniture stored on patio and decks for winter should be stacked neatly and covered wherever possible.
- 17.3. The temporary placement of chairs, benches, or other furniture on front lawns, in gardens, or in community areas is allowed, with written approval from the board.

*18. GARAGE DOORS*

- 18.1. Exterior painting of garage door and wood trim will be the responsibility of the Association. All other aspects of the garage door are the responsibility of the owner.
- 18.2. Exterior garage door damage must be repaired or replaced no later than 30 days of discovery of damage.
- 18.3. Damages not repaired within the 30 days of written notice from the Board may be repaired by the Association and charges passed on to the Owner.
- 18.4. All replacement doors must be approved by the Architectural Committee and the Board.
- 18.5. Exterior garage doors shall not be left open and unattended unless the resident needs the door open for a specific purpose. No door shall be left open for an unreasonable period of time and must be closed overnight.
- 18.6. Owners who install electric garage door openers assume all responsibility for maintaining the openers, tracks, springs, and electrical wiring. A single keypad is allowed on the wood frame adjacent to the garage door.

*19. GARAGE SALES/YARD SALES*

- 19.1. Garage, yard, patio, and any outside sales are prohibited within Park Place.
- 19.2. In the event that a Unit Owner or Tenant participates in a garage, yard, patio or any outside sales, that Unit Owner may be subject to a violation carrying a fine of \$250.00. Due to the nature of these events no warnings or lesser fines shall be issued for a violation in this section.

*20. GRILLS*

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- 20.1. Propane bottled gas, natural gas, and charcoal grills are permitted.
- 20.2. Units with a deck are only permitted to use propane grills. No charcoal grill of any type.
- 20.3. Charcoal grills may be used only on concrete patios and in such a location to minimize smoke from entering neighbors' residences or causing damages to the building.
- 20.4. Propane and natural gas grills are to be used exclusively on decks or patios and in such a location to minimize smoke from entering neighbors' residences or causing damages to the building.
- 20.5. Grills are never permitted to be used inside garages or on Community Areas.
- 20.6. When not in use, grills may be stored on decks or patios.
- 20.7. Propane tanks can only be stored outdoors on the patio.
  - 20.7.1. According to the Office of the State Fire Marshal, in layman's terms, the propane tanks for grills (20 lbs.) or larger are not allowed inside the building.
  - 20.7.2. Smaller tanks often used by hobbyists, crafters, or plumbers for soldering pipes are allowed up to 2.7 lbs. each but, no more than 5.4 lbs. total.
- 20.8. Installation of natural gas grills requires the approval of the Architectural Committee and the Board prior to its installation.

*21. GUTTERS*

- 21.1. Gutter replacement must be approved by Park Place Board of Directors
- 21.2. It is recommended by the Board that any gutter and/or downspout work be performed by hired professionals to minimize risks of potential falls or accidents. The Board and Management Company will assume no liability in any injuries resulting from roof access, or falls due to such care and maintenance.
- 21.3. Gutters, downspouts, and gutter maintenance are the responsibility of the homeowners. Gutters and downspouts should be free of damage and dents. All gutters should be maintained to insure proper placement and attachment to homes. Gutter should not be missing down spouts. Downspout and downspout replacement must match existing gutter and downspout size.
- 21.4. Gutters and downspouts should be cleaned on a regular basis and freed of all debris. Gutters may require regular cleaning or washing to remove dirt and/or tree sap to insure they are not unsightly.
- 21.5. Damaged gutters and downspouts must be replaced no later than 180 days of reported damage.
- 21.6. Damaged gutters or dirty gutters that are not repaired/cleaned by the owner after the 180 day notice will be handled by the Board and Association where charges will be assessed back to the owner.

*22. HANDICAP ACCESSIBLE RAMP*

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- 22.1. Handicap removable and/or permanent ramps are permitted if needed that complies with the ADA, at the Owner's expense.
- 22.2. Permanent ramps must be approved by the Board.

**23. HEARING PROCEDURE**

- 23.1. Any unit owner that does not agree with the violation that has been served upon them shall be required to submit, in writing, within 30 days of receipt of the violation, their position regarding the violation and may request a hearing before the Board of Directors.
- 23.2. The Unit Owner shall be notified in writing of the next date when the Board shall meet to hold hearings.
- 23.3. The hearing shall be conducted at regularly scheduled meetings for the Board of Directors either prior to or immediately following the adjournment of the Board meeting so that the Unit Owner may have privacy when discussing their violation dispute.
- 23.4. If the Unit Owner does not appear at the designated date and time after requesting a hearing and no requests for alternative date has been filed and agreed upon, then the hearing shall be considered waived, and the allegations shall be admitted by default.
- 23.5. The Board will consider any written documentation provided to them within the timeframe of the hearing.
- 23.6. The Board will render a decision and appropriate fines and penalties if any, shall then be imposed. This decision shall be made by a majority vote after the hearing, and that decision shall be final and binding upon the Unit Owner.
- 23.7. Unit Owner shall be notified in writing of the Board's decision.

**24. HOLIDAY DECORATIONS**

- 24.1. Outdoor holiday decorations, including window affixations, shall not be installed or used earlier than one month prior to the holiday, and removed not later than one month after the particular holiday.
- 24.2. Outdoor lights (such as Christmas tree lights, lanterns, and floor lights) may not be attached to or supported from any exterior surfaces of the building except by non-corrosive (i.e., plastic) fasteners.
- 24.3. Holiday lights may be draped upon the branches of trees and shrubs, provided that the material and method are in accordance with generally accepted safety standards.
- 24.4. All damage to property caused by the installation and/or use of outdoor decorations shall be repaired by the Owner with the approval of the Architectural Committee and/or of the Landscape Committee or shall be repaired by the Association and the cost assessed to the responsible Owner.
- 24.5. At no time during the landscape maintenance season, which runs from April 1st through November 30th, shall holiday decorations of any kind be left unattended on any lawn, tree, or shrub surface.
- 24.6. During the snow removal season, which runs from December 1st through March 31st, typical and ordinary holiday decorations will be allowed on lawn surface areas if they do not

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cause any permanent damage to the turf. Decorations should only be placed in areas that are not impacted or utilized as snow depository areas during typical snow removal efforts. Snow removal contractors shall not be held responsible for any damage to these ground level decorations during the performance of typical snow removal efforts.

*25. LEASING OF UNITS*

- 25.1.1. The Homeowner is responsible for notification to the Park Place of Itasca Association and/or Management Company when an Owner is leasing their property.
- 25.1.2. The Homeowner is responsible for notification to the Park Place of Itasca Association and/or Management Company whenever change in tenancy occurs, providing updated information.
- 25.1.3. The Homeowner is responsible for any and all tenancy issues which might occur, relating to Park Place of Itasca governing documents.

*26. MARIJUANA/ CANNABIS*

- 26.1.1. All matters related to marijuana and cannabis will follow the Illinois General Assembly passed a HB 1438 law.

*27. NOISE / NUISANCES*

- 27.1. Unreasonable noise, loud music, or disturbance is not permitted at any time. This includes excessive noise from activities on patios, driveways, or community areas, or emanating from within residences. Continued unreasonable noise or offensive activities are to be directed to the Village Police Department.
- 27.2. Outdoor entertaining shall be confined to decks and patios or other areas approved by the Board of Directors. Community areas are not to be used for this purpose; one exception being an Association sponsored Block Party.

*28. OUTDOOR PROPANE HEATERS*

- 28.1. Outdoor Propane Heaters are allowed.
- 28.2. Propane Heaters must be placed ONLY on the outer portion of a patio and are not allowed on the inner section of a patio next to a building wall.
- 28.3. Propane Heaters are NOT permitted on wooden decks.
- 28.4. Propane heaters are not allowed on any Community Areas
- 28.5. During the off season they should be disconnected from propane source and heaters stored inside the garage.

*29. OWNER INSURANCE*

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- 29.1. As outlined in the Declarations and By-Laws of the Association, each Owner shall be responsible for his/her own insurance for fire, extended coverage, additional extended coverage, vandalism and malicious mischief to 100% of the insurable value with loss payable on the basis of the cost of replacement without deduction for depreciation.
- 29.2. Each Owner must provide Certification of Insurance to Park Place Homeowners Association on an annual basis.

*30. PATIO COACH LIGHTS*

- 30.1. The Association is responsible for any required replacement of any exterior porch, patio, or garage lantern lights.
- 30.2. If the Owner chooses to replace the standard patio coach light, they must submit a request to the Board describing the exact type of coach light they wish to use prior to installation. Upon approval the owner must sign an Indemnification Agreement.
- 30.3. The specifications for replacement coach light must not be larger than 15" in any dimension, the sum total of the bulb(s) wattage must not exceed 100 watts, and color should be of neutral color.
- 30.4. The Board reserves the right to refuse installation permission in cases of dangerous or offensive light fixtures due to color, shape, size, or amount of light projected.
- 30.5. All costs involved in this type of replacement will be paid by the Owner.
- 30.6. All liability for the installation of such a light fixture will be borne by the Owner. The owner will be responsible for this or any other non-standard coach light forever.
- 30.7. If at some point in time the Owner chooses to return to a standard issue patio coach light, the owner will bear the entire cost of the transition.

*31. PETS*

- 31.1. No animals other than dogs, cats, or other animals reasonably considered to be household pets shall be raised or kept anywhere on the property, nor shall any animal be kept or maintained for commercial purposes.
- 31.2. All pet owners must follow all DuPage County and Village ordinances, which include Leash Laws and vaccinations.
- 31.3. All feces deposited on any Community or Limited Community Area must be removed immediately by the Owner of the pet and disposed of in proper receptacles.
- 31.4. Pet waste shall not be dumped into the storm sewer system because it will be carried directly into the retention pond.
- 31.5. No pet shall be permitted to relieve itself on any deck under any circumstances.
- 31.6. A pet owner is responsible for the actions of their pets. No pet shall be allowed to create a nuisance or unreasonable disturbance (including excessive barking), damage to any community property, or the property of any other resident. If damage is caused to such areas by a pet the offending owner will be assessed the costs of repair, and fined.
- 31.7. No pet shall be permitted outdoors or on a patio or a deck at any time without the presence of its owner.

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- 31.8. No pet shall be tied to a stake, tree, building or in any manner be restrained outdoors without the presence of its owner.
- 31.9. Pet stakes must be removed from the property when not in use.

**32. PLANTINGS/LANDSCAPING**

- 32.1. See Decks and Patios above regarding plantings on decks and patios.
- 32.2. Planters may be placed in the entrance area. Under no circumstances will attachment to siding or brick be permitted.
- 32.3. Planting of any invasive species is a direct violation to the community of Park Place. Owners will be responsible for any planting and immediate removal of invasive plants. Please check <https://www.invasive.org/illinois/speciesofconcern.html> for more information on invasive plants.
- 32.4. Planting of flowers between the shrubs and in established cultivated areas around the unit is permitted. Care must be taken so as not to destroy the natural beauty of the shrubs or to cause damage to them. The care and maintenance of such plantings shall become the Owners responsibility.
- 32.5. When planting flowers in common entry ways, the courtesy of consulting with immediate neighbors and agreeing upon such planting is expected.
- 32.6. Destruction or damage to trees and/or shrubs shall be reviewed by the Board and should repairs be required, charges will be assessed to the Owner.
- 32.7. A change to existing landscape and foliage is prohibited unless approved thru Architecture change submission and board approval. Any deletions, relocations, or additions to current landscaping require the approval of the Landscape Committee and must be consistent with Village of Itasca regulations.
- 32.8. The installation of bird baths, bird feeders, or other ornamental lawn fixtures is permitted. Such installation may occur inside cultivated areas at the buildings with the written approval of the Landscape Committee. Approval will never be given for installation or practices which would attract wild geese or wild nocturnal scavenging animals.
- 32.9. Vegetables/Eatables are to be planted in pots only and restricted to decks and patios.
- 32.10. No hanging planters of any kind are permitted on coach lights.
- 32.11. Fences, screens, trellises, and other view limiting fixtures are not allowed.
- 32.12. The Unit Owner must maintain, by way of watering, the live plantings located around their unit. Lawns, trees and shrubs must be watered in accordance with the Village watering ordinance. The Board, at its discretion and with proper notice, may impose other watering requirements in addition to any Village ordinance.
- 32.13. The Unit Owner shall be responsible for the cost to repair any damage to the landscaping including live plants and lawn areas due to negligence.
- 32.14. Any changes to the shape, size, or edging of planting beds, including but not limited to decorative edging such as fences, bricks, or decorative rocks, and the adding or changing of deciduous plantings must be pre-approved by the Association. An "Architectural Change



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Control Form” must be submitted and approved by the Board of Directors in advance of these modifications.

The Association reserves the right to contract an appropriate vendor for repairs as a result of planting and landscape violations and the unit owner shall be charged for the cost of these repairs.

*33. POWER ATTIC VENTILATORS*

- 33.1. Power attic ventilators are permitted when the installation is approved by the Board. An Indemnification Agreement is required.
- 33.2. The cost of maintenance or repair of interior or exterior damage to the building resulting from a power attic ventilator is the responsibility of the Owner(s) who installed the equipment.

*34. RETAINING WALLS AND FENCES*

- 34.1. There shall be no climbing of retaining walls and fences of the community.
- 34.2. Retaining walls and fences are installed for the protection of our property and residents and are not recreational in design.
- 34.3. The fences and retaining walls should be considered off limits.

*35. RETENTION PONDS/ RETENTION AREAS*

- 35.1. There shall be no trespassing in or on any retention pond or retention area and/or the surrounding wetland area for any reason without limitation.
- 35.2. The retention ponds and retention areas are not a recreational area and should be always considered off limits to all persons.
- 35.3. Children are not to be near or around the retention areas unless attended by an adult.
- 35.4. Contamination of any retention area by any substance is expressly forbidden.
- 35.5. No person may disturb or harm the natural wildlife inhabiting the ponds, wetland, or retention areas.
- 35.6. All Village ordinances shall be enforced.

*36. ROOFS AND BUILDINGS*

- 36.1. No modification shall be made to the exterior of the building without prior written approval of the Board of Directors.
- 36.2. With exception of purposes to clean and maintain gutters and downspouts (see Gutters and Downspouts above) at no time shall any person be allowed on the roof.
- 36.3. Any other access to the roof would require directed permission by the Management Company or the Board of Directors for such permitted purpose only.
- 36.4. Any unauthorized modification or damages to the roofs or the buildings that result in a required repair (for any reason) shall be at the expense of the Unit Owner.

*37. SALE OF UNIT*

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- 37.1. Notification to the Management Company is required prior to putting your home or unit up for sale.
- 37.2. For sale signs are limited to inside of units and no lawn signs will be permitted.
- 37.3. Any exterior modification to the house should be restored back to original condition prior to sale, such as Satellite Dish for television, extra doorbells (i.e. Ring), flag poles, etc.

*38. SCAVENGER SERVICE / GARBAGE / TRASH*

- 38.1. Park Place Requirements will follow the Village of Itasca Guidelines.
- 38.2. Garbage pick-up is each Monday except when the Monday falls on New Year's Day, Memorial Day, 4th of July, Labor Day, Christmas Holiday.
- 38.3. A contracted waste management company, who bills the Unit Owner separately, provides scavenger service, including recycling.
- 38.4. All trash and recycle containers shall have the Unit number clearly marked on the outside of the container.
- 38.5. Trash of any kind shall not be set out before 4:00 PM on the day prior to scheduled pick up and removal.
- 38.6. All containers need to be removed from curb no later than 10:00 PM on the collection day and stored in the garage.
- 38.7. Trash and recycle must be stored in covered containers.
- 38.8. Small, secure waste cans may be permitted outside of garages or in discrete spaces for the use of pet removal waste only and may only be used by dog owners. These receptacles must be kept a reasonable distance away from neighboring units and not to be placed near front doors

In weeks when regularly scheduled waste collection is on or after a holiday, waste collection shall be delayed one day. Actual days are determined by the scavenger service. For additional information regarding pickup, including pickup of oversized items, Unit Owners should contact the scavenger service.

*39. SEWERS/STORM DRAINS*

- 39.1. No contaminants such as pet waste, oil, paint thinner, gasoline, or any other contaminant should ever be put into the storm sewer system.
- 39.2. Storm sewer system directly feeds the retention pond with no filtering.

*40. SIDEWALKS/WALKWAYS*

- 40.1. Sidewalks and walkways are considered Community Areas and are maintained by the Association
- 40.2. Any changes to sidewalks will be the right and the responsibility of the Association exclusively.

*41. SIGNS*

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- 41.1. No signs, other than “House for Sale,” are permitted in windows or doors of any unit.
- 41.2. No signs shall be placed in Community Areas.
- 41.3. Political Campaign Signs are allowed 4 weeks before Election Day and are to be removed within 1 week after Election Day.

*42. SKYLIGHTS*

- 42.1. Skylights are permitted as additions to any units with appropriate access to the roof of the building.
- 42.2. Prior to the installation, the Owner must secure written approval from the Architectural Committee and the Board.
- 42.3. An Indemnification Agreement is required.
- 42.4. Installation must be provided by a contractor having a current and valid certificate of Insurance, provided to the Board.
- 42.5. All maintenance, repair, or replacement will be the expense of the Owner.

*43. SOLICITING*

- 43.1. Soliciting and distributing handbills is prohibited unless a permit has been obtained from the Village of Itasca.
- 43.2. Owners who experience unwanted solicitation should notify the police department.

*44. STORAGE BUILDINGS/ SHEDS*

- 44.1.1. Are prohibited.

*45. STORM DOORS*

- 45.1. All storm doors/sliding glass doors with screens shall match the existing color scheme and ornamentation throughout the development.
- 45.2. An ACC Form is also required for installation of a Storm Door.
- 45.3. Approval requests need to include the model, color, and installer of the door.
- 45.4. All doors must be professionally installed.
- 45.5. An Indemnification Agreement is required.
- 45.6. All maintenance, repair, or replacement will be the expense of the Owner.
- 45.7. Installation must be provided by a contractor having a current and valid certificate of Insurance, provided to the Board.

*46. UNSIGHTLINESS*

- 46.1. The physical appearance of the area is of major concern. In addition to all of these regulations defined in this document these additional considerations must be maintained.
- 46.2. Garden hoses may be stored unobtrusively outdoors during the growing season but must be disconnected and stored indoors at the end of the growing season.

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- 46.3. No clothing, bedding, linen, drapery, laundry, carpeting or any kind of articles shall be hung out to dry or to air on any part of the Community Areas.
- 46.4. No games, toys, play equipment; swimming pools, etc. shall be installed, stored, or left unattended in the Community Area.

*47. VEHICLE AND PARKING REGULATIONS*

- 47.1. All authorized motorized vehicles are to be driven on the streets or roadways and are prohibited from being driven on any grass covered or other areas of the Association.
- 47.2. Posted speed limits must be observed in all areas within the development.
- 47.3. Guest parking areas throughout the development are intended for guests and should not be used by residents who have not attempt to use their garages or driveways first.
- 47.4. Guest parking requires the submission of the "Guest Parking Form" to Foster Premier in advance of overnight guest parking. This form can be found on the ParkPlaceltasca.com website.
- 47.5. Resident parking spaces are in their garages and driveways. Parked vehicles must not overhang onto streets.
- 47.6. Motorcycles, go-carts, mini-bikes, snowmobiles, boats, watercraft, etc. are prohibited from being parked, kept or stored anywhere on the Property EXCEPT inside a closed garage.
- 47.7. Neither residents nor guests shall park a vehicle in such a position as to block emergency access routes within Park Place.
- 47.8. Neither residents nor guests shall be parked, maintained, or stored in any other area reserved for the exclusive use of another Resident.
- 47.9. No commercial vehicle shall be parked on the property overnight, except inside closed garages. A commercial vehicle is defined as defined by the Village of Itasca Parking Ordinance, including without limitation, tractors, step vans, semi-tractors, tow trucks, farm implements, dump trucks, construction equipment, semi-trailers, buses, taxis, and limousines designed to carry more than six (6) passengers.
- 47.10. No camping vehicles; boats; trailers; or unlicensed, inoperable, or covered vehicles shall be parked or kept on the property EXCEPT inside a closed garage.
- 47.11. The repairing of all vehicles in Community Areas and driveways is prohibited. Any work being performed on a vehicle other than washing, waxing, and emergency work must be done within the confines of a garage.
- 47.12. Abandoned vehicles shall not be permitted on the property. A vehicle shall be deemed abandoned if it has not been moved from the street, common parking area, guest parking areas for seven (7) consecutive days. At that time, a sticker will be placed on the vehicle to call the abandonment to the attention of the owner. The police department will cooperate in contacting the owner of the vehicle. After forty-eight hours the abandoned vehicles will be removed by the Police at the expense of the owner of the vehicle.
- 47.13. Vehicles with "For Sale Signs" must be kept parked in driveway.

*48. VIOLATIONS/FINES POLICY*

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Violations for non-payment or late payment of assessments are defined in Article 4.

Upon violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations. The Management Company will take the following action:

48.1. Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing (includes email) to the Management Company (who will notify the Board) will be pursued as a legitimate violation. The complaint should include the following:

48.1.1. The name, address and phone number of the complaining party.

48.1.2. The street address where the violation has been committed.

48.1.3. The specific details or description of the violation, including the date, time, and any other pertinent details where the violation occurred.

48.2. When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Management Company. Notification may be by mail, return receipt requested. When the Owner is notified in writing of the violation, the written notice shall state in bold type "Notice of Violation". A copy of violations notices shall be placed in the Unit Owner file and held with the Management Company.

If this is a first violation, the resident will normally be given a 30 day window to correct the violation. Certain violations which are easily remedied, such as but not limited to, parking violations, scavenger services/garbage/trash, and pet waste disposal will normally only be given a 7 day window to correct the violation. This first letter will state the date on which the first fine will be assessed if the violation is not corrected. At the end of this correction period, if the violation is not corrected and the management company has not received evidence from the resident and/or owner that would eliminate liability, a second letter will be sent confirming the date of the first fine and the amount.

For each occurrence subsequent observation of the same unresolved violation, a letter will be sent confirming the continued violation, subsequent violation letter will be sent indicating the date and amount of the subsequent fine.

Any homeowner who violates the same provision a second or subsequent time within the twelve (12) month period from the date on which the first violation was cured will enter this notice and fine process at the point where the prior violation was recorded.

In the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Associations' attorney for appropriate action. The Associations' attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interest of the Association

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in accordance with the Declaration, By-Laws, or Rules and Regulations of the Association. All legal expenses and costs incurred will be assessed to the violating Owner if found guilty of the violation.

48.3. If any Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Owner MUST within ten (10) days after the Notice of Violation has been served, pursuant to the provisions herein, notify the Management Company in writing with details supporting their position and a request for a hearing concerning the violation. A hearing on the complaint shall be held before a Panel composed of Board members and any other agents of the Board, or Committees for that purpose, to review the complaint. At any such hearing the panel shall hear and consider statements regarding the alleged violation. Following a hearing the panel shall review the evidence and discuss in the executive portion its determination regarding the alleged violation. The decision of the panel shall be made by majority vote and shall be final and binding. Payment of assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel has completed its determination.

48.4. If no request for a hearing is filed within ten (10) days of notification, a hearing will be considered waived and the allegations shall be deemed admitted.

48.5. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations the following shall occur:

48.5.1. The first violation, at the discretion of the Board, may be considered a warning.

48.5.2. If the violation is a second or continuing violation of any provision of the Declaration, By-Laws, or Rules and Regulations the Owner shall be notified of the findings of the Board and fined accordingly. The amount of the fine shall be left to the discretion of the Board but shall not exceed fifty dollars (\$50.00) plus five dollars (\$5.00) a day for every day the violation occurs beginning the 5th day from notification of the Boards' determination.

48.5.3. If found to be guilty of any violation (to the Unit Property or Common Property), including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition on the Property for which the Owner has been found responsible. The Owner shall pay the costs of any repairs which have been previously made, and to pay any legal expenses and costs incurred by the Association as a result of the violation.

48.6. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all the legal or equitable remedies necessary for the collection thereof. Late assessment penalties are also applicable to delinquent payments of fines or other assessed charges. All charges hereunder shall be added to the Owners' monthly assessment account in

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the form of a special assessment and shall be collectable as a common expense in the same manner as any regular or special assessment against the Owner.

*49. WINDOW TREATMENTS*

- 49.1. No Resident shall display, hang, or use any clothing, sheets, blankets, laundry, paper, plywood, or other articles as window treatments which may be visible from outside of the unit.
- 49.2. Draperies, curtains, shades, or blinds of a customary nature and appearance shall be hung inside the unit.
- 49.3. Temporary window and door coverings may be used for a maximum of eight (8) weeks.

*50. WINDOW WELL GRATES/COVERS*

- 50.1. Window well grates or covers are required to be installed by Owners to increase security and to discourage problems with wildlife in the window well areas.
- 50.2. Only store bought window well covers are permitted. No plywood, homemade, or fabricated covers are allowed.
- 50.3. Window well covers shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that required for the normal operation of the escape and rescue opening. No obstructions shall be placed on top of any window well cover.
- 50.4. The maintenance of window well grates or covers are the Owner's responsibility.
- 50.5. All liability insurance for covered (as well as for unprotected) window wells is the responsibility of the Owner.

*51. YARD AND GARDEN DECOR*

- 51.1. Swings and other entertainment structures are not to be attached or hanging from any trees, balconies, or homes.

**ADOPTION OF RULES AND REGULATIONS BY THE BOARD OF DIRECTORS**

The Board may from time to time adopt or amend such additional rules and regulations governing the operation, maintenance, beautification, and use of the Community Areas, Limited Community Areas, and residential units, not inconsistent with the terms of the Declaration and By-Laws, as it sees fit, and the Owners shall conform to and abide by such rules and regulations.

Thirty (30) days' written notice of such rules and regulations shall be given to all Owners and Occupants prior to passage by the Board. A violation of such rules and regulations shall be deemed a violation of the terms of the Declaration.

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Owners who have a family member with a physical disability may petition the Board for special consideration regarding specific Rules and Regulations.