

Park Place of Itasca Homeowners Association Rules and Regulations

Revised and Adopted: Thursday, September 17, 2026

The purpose of these Rules and Regulations is to protect the interests of the Unit Owners by maintaining an environment of quality, uniformity, safety, and consideration for Owners, Residents, neighbors, and the Community as a whole, thereby promoting the quality of living at Park Place of Itasca.

The Board of Directors of the Park Place of Itasca Homeowners Association ("Association") has adopted the Rules and Regulations contained herein. These Rules and Regulations are intended to be binding upon all Owners and, to the extent applicable under the governing documents and law, their Residents, family members, tenants, guests, invitees, and other persons using or occupying a Unit.

The Board may amend, add, or repeal Rules and Regulations in accordance with the Declaration, By-Laws, applicable law, and the procedures established for adoption or amendment of Association rules. Upon the effective date of an amendment, the amended provision shall replace any prior inconsistent provision.

These Rules and Regulations are effective on the date stated above, and all previously adopted Rules and Regulations are superseded to the extent they are inconsistent with this document.

Questions or concerns regarding these Rules and Regulations may be directed to the Management Company or the Board of Directors.

Sincerely,

Board of Directors

Park Place of Itasca, Homeowners Association

Table of Contents

Article 1 – Definitions.....	5
Association.....	5
Board of Directors.....	5
Community Area	5
Deck	5
Grandfather Clause.....	6
Indemnification Agreement.....	6
Management Company	6
Owner / Unit Owner / Homeowner	6
Patio	6
Renter	6
Resident	6
Sidewalk	6
Stoop.....	7
Visitor/Caller/Guest Visitor	7
Walkway.....	7
Article 2 - General Rules and Regulations.....	7
1. ADVERTISING MATERIAL	7
2. AIR CONDITIONERS / FANS	7
3. ANTENNAS/SATELLITE DISHES	7
4. ASSESSMENTS AND COLLECTIONS	8
5. AWNINGS	8
6. BASKETBALL HOOPS.....	8
7. BICYCLES, SCOOTERS, AND OTHER MOTORIZED UNITS.....	8
8. BOULDERS	9
9. BUILDING ATTACHMENTS.....	9
10. COMMERCIAL USE OF UNITS	9
11. COMMUNITY AREA/PROPERTY	9
12. DECKS AND PATIOS	9
13. DRONES	10
14. FENCES	10

Park Place of Itasca Rules and Regulations

15.	OUTDOOR FIREPLACES.....	10
16.	FLAGS	11
17.	FURNITURE.....	11
18.	GARAGE DOORS	11
19.	GARAGE SALES/YARD SALES	12
20.	GRILLS.....	12
21.	GUTTERS.....	12
22.	HANDICAP ACCESSIBLE RAMP.....	13
23.	HEARING PROCEDURE.....	13
24.	HOLIDAY DECORATIONS.....	14
25.	LEASING OF UNITS.....	14
26.	MARIJUANA/ CANNABIS	15
27.	NOISE / NUISANCES.....	15
28.	OUTDOOR PROPANE HEATERS	15
29.	OWNER INSURANCE.....	15
30.	PATIO COACH LIGHTS.....	16
31.	PETS.....	16
32.	PLANTINGS/LANDSCAPING	17
33.	POWER ATTIC VENTILATORS.....	18
34.	RETAINING WALLS AND FENCES	18
35.	RETENTION PONDS/ RETENTION AREAS.....	18
36.	ROOFS AND BUILDINGS.....	18
37.	SALE OF UNIT	19
38.	SCAVENGER SERVICE / GARBAGE / TRASH	19
39.	SEWERS/STORM DRAINS.....	19
40.	SIDEWALKS/WALKWAYS	19
41.	SIGNS.....	20
42.	SKYLIGHTS/SOLAR PANELS.....	20
43.	SOLICITING	20
44.	STORAGE BUILDINGS/ SHEDS.....	20
45.	STORM DOORS	21
46.	PROPERTY APPEARANCE / UNSIGHTLINESS	21

Park Place of Itasca Rules and Regulations

47.	VEHICLE AND PARKING REGULATIONS	22
48.	VIOLATIONS/FINES POLICY.....	22
49.	WINDOW TREATMENTS.....	25
50.	WINDOW WELL GRATES/COVERS.....	25
51.	YARD AND GARDEN DECOR	25
52.	WILDLIFE AND ENVIRONMENTAL PROTECTION	25

Park Place of Itasca Rules and Regulations

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 purposes of these Rules and Regulations, the following definitions apply. If a term is specifically defined differently in the Declaration or By-Laws, the definition in the Declaration or By-Laws shall control.

Association

Generally, it 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 is an elected group of Unit Owners. Board members must be titled owners and residents of Park Place of Itasca.

Community Area

Community Area means property owned, maintained, or controlled by the Association that is not part of an individual Unit or an Owner's exclusive-use area. Community Areas include, without limitation, private roads and roadways, parking areas, easements, parkways, storm water detention ponds and retention areas, storm water drainage facilities, landscaped areas, grassy areas, woods, wildlife areas, sidewalks, walkways, and entranceway monuments, to the extent such areas are owned, maintained, or controlled by the Association.

Deck

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

Park Place of Itasca Rules and Regulations

Grandfather Clause

Any condition claimed to be grandfathered must be supported by documented Association approval, builder approval, board records, or other evidence acceptable to the Board.

Indemnification Agreement

A legal document in which a homeowner agrees to hold the Homeowners Association, its board members, and agents harmless for any claims, damages, liabilities or legal expenses. The purpose of this agreement is to protect the HOA from financial or legal responsibility in situations where a homeowner's actions (or negligence) results in harm, injury, property damage, or lawsuits. It may also require the homeowner to cover any costs incurred by the HOA defending against such claims.

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.

Owner / Unit Owner / Homeowner

Owner, Unit Owner, or Homeowner means the person or persons shown in the Association's records as the legal owner of a Unit. Where more than one person owns a Unit, the obligations of these Rules and Regulations apply to all Owners collectively and individually, to the extent permitted by law.

Patio

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

Professionally Installed

Professionally Installed means installation performed by a contractor or installer who is appropriately qualified and legally authorized to perform the work and who maintains insurance appropriate to the work being performed when such insurance is required by the Association or applicable law.

Renter

Renter or Tenant means a person occupying a Unit pursuant to a lease or rental agreement with the Owner.

Owners remain responsible for compliance with the Association's governing documents by their tenants and, to the extent permitted by law, their tenants' occupants and guests.

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, it means the concrete pedestrian path bordering Bay Drive throughout the Community.

Stoop

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

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 renters. In all cases this is a temporary situation, generally meaning less than a two-week consecutive period.

Walkway

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

Article 2 - General Rules and Regulations

1. ADVERTISING MATERIAL

- 1.1.** Commercial, charitable, or political advertising materials, including campaign signs, brochures, handbills, flyers, or similar materials, may not be placed in Community Areas or distributed to Units when prohibited by applicable Village ordinances.

2. AIR CONDITIONERS / FANS

- 2.1.** Maintenance and replacement of individual air-conditioning units, slabs, brackets, and related equipment that are the Owner's responsibility shall be performed at the Owner's expense.
- 2.2.** Replacement air-conditioning equipment must use existing access points, foundation areas, outlets, and fixtures unless otherwise approved in writing by the Board.
- 2.3.** All replacement equipment must be professionally installed when required by applicable law or Association approval.
- 2.4.** Window air conditioning or window fan units are not permitted.

3. ANTENNAS/SATELLITE DISHES

- 3.1.** All satellite antennas or dishes must be installed and maintained in compliance with all applicable Federal, State, and Village laws, ordinances, codes, and requirements, including applicable FCC requirements.
- 3.2.** Satellite antennas or dishes will only be approved for installation on the rear side of a building, mounted to the wood trim.
- 3.3.** Roof installations will only be approved if "line of sight" reception cannot be achieved any other way.
- 3.4.** No approvals will be honored where installation would involve any brick, any outside deck railings, or patio railings.
- 3.5.** Satellite antennas or dishes may not be installed on the Community Areas.
- 3.6.** To protect the health, safety and welfare of the residents, the Board requires that satellite dishes be professionally installed.
- 3.7.** All wires must be encased in molding which matches the color of the building. Where possible, please attempt to use existing wires.
- 3.8.** The Board reserves the right to inspect the installation and maintenance of the satellite dish or antenna.

- 3.9. The Owner will be responsible for the maintenance of the dish or antenna. 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 or antenna to perform maintenance, the Owner will be advised accordingly.
- 3.10. The Owner shall maintain the satellite dish in good repair. If the Owner fails to correct a documented maintenance issue after written Notice and the applicable correction period, the Association may take appropriate action, including removal where authorized.

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 Homeowners 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 10th of the month will be deemed as a late payment.

5. AWNINGS

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

6. BASKETBALL HOOPS

- 6.1. Permanent basketball hoops and backboards are not permitted. Temporary portable hoops may be used only on an Owner's driveway and may not be placed on lawns or Community Areas.
- 6.2. Portable basketball hoops must be garaged November 1st to April 1st.

7. BICYCLES, SCOOTERS, AND OTHER MOTORIZED UNITS

- 7.1. The use of bicycles, scooters, and other motorized units is permitted only on streets, sidewalks, and designated pathways, and must comply with all applicable Village of Itasca ordinances.
- 7.2. These vehicles are strictly prohibited on landscaped or grassy areas at all times.
- 7.3. When operating on sidewalks or pathways, bicyclists and operators of scooters or motorized units must yield to pedestrians and must operate in a safe manner.
- 7.4. Please note: Bay Drive is subject to Illinois traffic laws. Operation of certain motorized units (such as mopeds or motor-driven cycles) may require a valid Illinois Class L or Class M driver's license, in accordance with state regulations.

8. BOULDERS

- 8.1.** Boulders are not permitted on lawns or other uncultivated areas, other than those approved by 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 Board of Directors.
- 9.2.** Home street addresses shall remain consistent in 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.
- 9.3.** New or replacement doorbells shall be installed only adjacent to the front entry door. The removal of the old doorbell and hardware must be performed at the time of the new installation.
- 9.4.** Flower boxes and planters may be placed on patios or decks, but may not be attached to siding, brick, or cement window sills.

10. COMMERCIAL USE OF UNITS

- 10.1.** Units shall be used solely in accordance with the Declaration's requirements for Residential Use Only.
- 10.2.** Short-term rental use regardless of length of stay through Airbnb, VRBO, FlipKey, Tripping.com, or similar services is prohibited.
- 10.3.** Use of a Unit as a short-term rental in violation of the governing documents constitutes a violation subject to the enforcement provisions set forth therein.

11. COMMUNITY AREA/PROPERTY

- 11.1.** Community Areas include, but are not limited to, driveway access areas, parking areas, easements, parkways, and retention ponds. Community Areas are intended for the use and benefit of all Owners, residents, and their guests for appropriate, non-commercial purposes. Community Areas shall not be used in any manner that creates a safety hazard, causes damage to Association property, or interferes with the rights or reasonable use of the Community Areas by others.
- 11.2.** Retention ponds and the areas immediately surrounding them are designated for viewing and observation only. They shall not be used for recreational activities or other activities that could create a risk of injury, damage to the property, or harm to the pond or surrounding areas.
- 11.3.** Any Association property or Community Area damaged by the conduct of an Owner or by the Owner's pet(s), family member, tenant, guest, delivery person, mover, contractor, or other person for whom the Owner is responsible shall be repaired or restored. The Owner may make or arrange for the repair with the prior approval of the Board of Directors. If the damage is not repaired within a reasonable time as determined by the Board, or if the Association determines that the repair should be performed by the Association, the Association may make the necessary repairs and assess the cost against the responsible Owner.

12. DECKS AND PATIOS

- 12.1.** Decks and patios must be kept clean, well maintained, and free of damaged or unsightly conditions. They may be used for grills, patio furniture, planters, and other typical outdoor-

use items. Storage of garden tools, bicycles, toys, laundry, or other items that detract from the appearance of the property is prohibited.

- 12.2.** Planters may be placed on decks or patios or hung from decks using approved plastic fasteners. Planters on decks must be hung on the inside of the railing and may not be placed on top of railings, attached to siding or brick, or hung from the deck floor structure or underside of the deck. Nothing may be hung from the underside of a deck.
- 12.3.** Additional lighting requires approval of the Board and may not shine onto or otherwise interfere with another Unit or property. String lights or other lights connected by wire or cord are prohibited except as permitted under Section 24, Holiday Decorations.
- 12.4.** Wind chimes, windsocks, and similar items that may create a nuisance to neighboring Owners may only be installed with the approval of Owners within hearing or visual distance of the proposed installation.
- 12.5.** Alterations or additions to decks or patios, including patio extensions, require submission of an Architectural Change Control Form and prior approval by the Board and, where applicable, the Village of Itasca. Approved patio extensions must comply with the Association's Patio Extension Procedure. The Owner is responsible for all maintenance, repair, replacement, and associated costs of any approved alteration or extension. Please see Patio Extension Procedure posted on Park Place Website.
- 12.6.** The enclosure of decks or patios, placement of gazebos is not permitted.
- 12.7.** All patios and walkways must remain their original, natural concrete color. Painting, staining, stamping, or applying any surface treatments or decorative finishes that alter the color or appearance of the concrete is prohibited with the exception of a California finish.
- 12.8.** Grills: See Grills below for applicable requirements.

13. DRONES

- 13.1.** No person shall operate, launch, land, or recover a drone, including, but not limited to, drones equipped with imaging or recording devices, within the Association's Community Areas.
- 13.2.** No person shall operate a drone in a manner that records or photographs the interior of any Unit.

14. FENCES

- 14.1.** Partition fences other than for garden beds are prohibited.
- 14.2.** No permanent garden fencing or posts of any kind will be allowed.
- 14.3.** Garden perimeter fencing must be approved prior to installation with the submission of an Architectural Change Form. They must be uniform in 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.
- 14.5.** Any unmatched, unlevelled, or damaged garden fencing may be removed by the Association.
- 14.6.** Homeowners assume all the risk of potential damages that may be caused from landscape contractors, tree services, and snow removal services.

15. OUTDOOR FIREPLACES

- 15.1.** Outdoor fireplaces may be used only in compliance with all applicable laws, Village requirements, manufacturer's safety requirements, and the following Association requirements.

- 15.2.** All fireplace units or tables will be fueled by a propane source only. Other fuel sources are prohibited.
- 15.3.** Units that use an exposed heating element that glows orange when energized or fueled, including hot-surface igniters or resistance heaters are prohibited.
- 15.4.** Fire pits of any kind are not allowed in any area of the Park Place community.
- 15.5.** All fireplace 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.
- 15.6.** Fireplaces MUST always be supervised when in use with NO exception.
- 15.7.** An outdoor fireplace must be located at least ten feet from combustible materials in every direction, including homes, siding, decks, umbrellas, tree branches, propane or gas grills, motor vehicles, garbage cans, and similar materials.
- 15.8.** No fireplaces will be allowed on any deck of raised ranch units.
- 15.9.** 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.
- 15.10.** Outdoor fireplaces may not be placed on grass, near vegetation, beneath low-hanging branches, or in another location where combustible landscaping presents a hazard.
- 15.11.** Fireplaces must have a sturdy base which will support the unit and its contents. No permanent structures of any kind will be permitted.
- 15.12.** Owners are responsible for all damage resulting from the use of an outdoor fireplace, including damage to Association property.
- 15.13.** All fireplaces must be registered with the Management Company.

16. FLAGS

- 16.1.** The display and installation of flags shall comply with all applicable Federal, State, and local laws, ordinances, codes, and requirements.
- 16.2.** Owners may display only the United States flag or a flag representing a branch of the United States military.
- 16.3.** Unused flag poles, brackets, fasteners, or assemblies should be removed.

17. FURNITURE

- 17.1.** Patio or deck furniture is allowed and may be kept outside on patios or decks.
- 17.2.** Furniture stored on the patio and decks for winter should be stacked neatly and covered wherever possible.
- 17.3.** The temporary placement and use of chairs, benches, or other furniture on front lawns, in gardens, or in Community Areas is permitted, provided the items are removed by the end of each day and are not stored or left in place. Any placement intended to remain beyond the end of the day requires prior written approval from the Board of Directors.

18. GARAGE DOORS

- 18.1.** Exterior painting of garage doors and wood trim is the responsibility of the Association. All other maintenance, repairs, or replacement of garage doors is the responsibility of the Owner.
- 18.2.** Exterior garage door "Damage" includes any condition that affects the appearance, operation, or structural integrity of the exterior garage door. Damaged garage doors must be repaired or replaced within thirty (30) days after written notice, unless a different correction period is provided pursuant to Section 48.
- 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 Board of Directors.

- 18.5.** Exterior garage doors may not be left open and unattended except when reasonably necessary for an active use of the garage.
- 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.
- 19.2.** See website for garage sale violations.

20. GRILLS

- 20.1.** Units with a deck may use propane or natural gas grills only. Charcoal grills of any type are prohibited on decks.
- 20.2.** Charcoal, propane, and natural gas grills may be used on concrete patios and must be positioned to minimize smoke entering neighboring residences or causing damage to buildings or other property.
- 20.3.** Grills may only be used on decks or concrete patios. Grills may not be used inside garages or on Community Areas.
- 20.4.** When not in use, grills may be stored on decks or patios.
- 20.5.** Propane tanks must be stored outdoors on the patio and may not be stored inside a building. All propane tanks must be stored and used in accordance with applicable fire and safety requirements.
- 20.6.** Installation of a natural gas grill requires prior approval from the Board of Directors before installation. Any gas connection or installation must also comply with all applicable Village, state, and fire-safety requirements.

21. GUTTERS

- 21.1.** Gutter or downspout replacement requires prior approval by the Park Place Board of Directors through the Association's Architectural Change Control Form. Replacement gutters and downspouts must match the existing size, style, and appearance unless otherwise approved.
- 21.2.** Gutters and downspouts, including their maintenance, cleaning, repair, and replacement, are the responsibility of the owner. Gutters and downspouts must be properly attached, free of damage, dents, debris, and unsightly buildup, and maintained to provide proper drainage. Downspouts must be present and properly positioned.
- 21.3.** Gutters and downspouts must be cleaned regularly and kept free of leaves, debris, dirt, tree sap, and other buildup that may interfere with proper drainage or create an unsightly appearance.
- 21.4.** Damaged gutters or downspouts must be repaired or replaced within 180 days after written notice of the damage.
- 21.5.** If required cleaning, repair, or replacement is not completed within the applicable 180-day period following written notice, the Association may arrange for the necessary work to be completed and assess the cost to the responsible Owner.
- 21.6.** The Association recommends that gutter and downspout work be performed by qualified professionals. Owners are responsible for taking appropriate safety precautions when accessing roofs or performing maintenance. The Association and Management Company assume no responsibility for injuries resulting from an owner's or contractor's access to the roof or performance of gutter or downspout work.

22. HANDICAP ACCESSIBLE RAMP

- 22.1.** Accessibility ramps or other accessibility devices installed or placed by or for an Owner on or adjacent to the Owner's property shall comply with all applicable Federal, State, and local laws, ordinances, codes, and requirements.
- 22.2.** Unless otherwise required by applicable law, the Owner shall be solely responsible for all costs associated with the installation, construction, maintenance, repair, insurance, replacement, and removal of any accessibility ramp or device installed or placed by or for the Owner.
- 22.3.** Any accessibility ramp or device located on or extending onto Community Areas or other property maintained by the Association shall not create any ownership interest or permanent right of use in such property, and the Owner shall be responsible for any damage, additional maintenance, or other costs to Association property resulting from the ramp or device, to the extent permitted by applicable law.

23. HEARING PROCEDURE

- 23.1.** An Owner who believes that a violation did not occur, that the Owner is not responsible for the violation, or that there are circumstances that should be considered by the Board the owner may request a hearing.

The request must:

- * Be submitted in writing to the Management Company
- * Be received within ten (10) days after the Notice of Violation
- * State the reason for the hearing and provide any information or evidence the Owner wishes the Board to consider

- 23.2.** A hearing request may be submitted even if the Owner has already corrected the alleged violation.
- 23.3.** A hearing will be conducted by the Board or by a hearing panel designated by the Board. The hearing panel may consist of Board members and, when appropriate, other persons authorized by the Board to assist with the hearing.

The Owner will be given a reasonable opportunity to:

- * Explain the circumstances
- * Present relevant information or evidence
- * Identify witnesses or other information the Owner believes should be considered
- * Respond to the alleged violation

The Board or hearing panel will consider the information available to it and will determine whether the Owner is responsible for the alleged violation.

- 23.4.** If the Owner does not appear at the scheduled hearing, the hearing will proceed in the Owner's absence. The Owner's failure to appear shall not be considered an admission of the allegations. The Board or hearing panel may make its determination based on the information and evidence available.
- 23.5.** Following the hearing, the Board or hearing panel will determine whether a violation occurred and whether the Owner is responsible for the violation. The Board or hearing panel and shall communicate to the Owner in writing the outcome of the hearing.

23.6. If the Board determines that no violation occurred or that the Owner is not responsible, the enforcement action shall be closed and no fine shall be imposed for that alleged violation.

23.7. If the Board determines that the Owner is responsible for a violation, the written determination will identify:

- * The violation
- * The corrective action required, if any
- * The deadline for correction
- * Any fine imposed
- * Any reimbursable repair, restoration, or other costs assessed to the Owner

24. HOLIDAY DECORATIONS

24.1. Outdoor decorations, including window decorations, displayed in connection with a holiday or religious observance may be installed no earlier than three (3) weeks before the applicable holiday or observance and must be removed no later than two (2) weeks after the applicable holiday or observance, weather permitting.

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 property damage caused by the installation or use of outdoor decorations must be repaired by the Owner with prior Board approval. If the Owner does not complete the required repairs, the Association may make the repairs and assess the cost to the responsible Owner.

24.5. During the landscape maintenance season, from April 1 through November 30, holiday or religious observance decorations may be displayed on lawns, trees, or shrubs only during the applicable display period. Decorations must be removed within the required time period, weather permitting, and may not interfere with landscape maintenance. The Association and its contractors are not responsible for damage to decorations resulting from normal landscape maintenance or other contractual operations.

24.6. During the snow removal season, from December 1 through March 31, typical and ordinary holiday or religious observance decorations may be placed on lawn areas, provided they do not permanently damage the turf and are placed in areas that are not normally used for snow storage or snow removal operations. The Association and its snow removal contractors are not responsible for damage to ground-level decorations resulting from normal snow removal operations.

25. LEASING OF UNITS

25.1. The Homeowner is responsible for notification to the Park Place of Itasca Association and/or Management Company when an Owner is leasing their property.

25.2. A complete and current copy of the executed lease agreement must be provided to the Management Company within ten days of the date of execution or the date of occupancy by the tenant whichever is earlier.

25.3. Failure to provide required lease documentation is a violation.

After the required warning and applicable enforcement process, the following recurring fine structure will apply:

\$250 for the first month of continuing non-compliance;
\$500 for the second month;
\$1,000 per month thereafter, up to the maximum permitted by applicable law.

The recurring fine shall continue until the required documentation is received.

- 25.4.** The Owner must notify the Association and/or Management Company of any change in tenancy and provide updated information as required.
- 25.5.** Units are intended for single-family residential occupancy.
- 25.6.** No Unit may be physically modified, subdivided, or otherwise altered to create multiple separate living spaces for multifamily occupancy or rental where prohibited by the Declaration or applicable law.
- 25.7.** The Owner remains responsible for compliance with the Association's governing documents by the Owner's tenants and occupants.

26. MARIJUANA/ CANNABIS

- 26.1.** The possession, use, cultivation, manufacture, distribution, and smoking of cannabis shall comply with all applicable federal, state, county, and Village laws and ordinances and the Association's governing documents.
- 26.2.** Nothing in these Rules authorizes conduct prohibited by applicable law.

27. NOISE / NUISANCES

- 27.1.** Conduct that interferes with another resident's reasonable use and enjoyment of his or her Unit or Community Area is prohibited.
- 27.2.** This includes excessive or unreasonable noise, loud music, repeated disturbances, and other conduct that unreasonably interferes with neighboring residents.
- 27.3.** In determining whether conduct constitutes an unreasonable disturbance, the Board may consider the duration, frequency, time of day, volume, location, and effect of the conduct on neighboring Units.
- 27.4.** Outdoor entertaining is permitted on decks, patios, and Community Areas, provided that such use is temporary, non-commercial, does not interfere with the use or enjoyment of the Community Areas by other residents, and does not create a nuisance or safety concern. Community Areas are shared spaces and may not be reserved or used exclusively for private events without prior approval from the Board.
- 27.5.** Residents may contact the Village Police Department regarding conduct that may violate applicable law or presents an immediate safety concern. Police involvement is not required before the Association may enforce its own Rules.

28. OUTDOOR PROPANE HEATERS

- 28.1.** Outdoor propane heaters are permitted subject to applicable fire-safety requirements and Association rules.
- 28.2.** When not in use for an extended period or during the off-season, propane heaters should be disconnected from the propane source and stored safely in accordance with applicable fire-safety requirements.
- 28.3.** All fireplace rules apply to outdoor propane heaters. See section 15 for further information.

29. OWNER INSURANCE

- 29.1. Each Owner shall maintain insurance required by the Declaration, By-Laws, and applicable law.
- 29.2. Each Owner must annually complete and submit the **“Vehicle Owner/Occupant & Household Insurance Registration Form”** to the Association. The form is used to provide current Owner, occupant, vehicle, and contact information and does not constitute proof of insurance.
- 29.3. Each Owner must also annually provide the Association with current proof of the required homeowners insurance, including proof of required liability coverage. Proof may be provided through a current Certificate of Insurance, declarations page, or other documentation acceptable to the Association.
- 29.4. Failure to provide required **“proof of insurance”** and **“Vehicle Owner/Occupant & Household Insurance Registration Form”** is a violation.

After the required warning and applicable enforcement process, the following recurring fine structure will apply:

\$250 for the first month of continued non-compliance;
\$500 for the second month of continued non-compliance;
\$1,000 per month thereafter, up to the maximum permitted by applicable law.

The recurring fine shall continue until the required documentation is received.

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. Fixtures must be black and have an appearance compatible with the established appearance of the Community. The Board may deny a proposed fixture that presents a legitimate safety concern or that, because of its size, shape, color, intensity, or light projection, materially interferes with neighboring property.
- 30.4. All costs involved in this type of replacement will be paid by the owner.
- 30.5. The Owner assumes responsibility for maintenance, repair, replacement, and liability associated with a non-standard fixture.
- 30.6. If an Owner later chooses to return to a standard Association-issued fixture, the Owner is responsible for the 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. Animals may not be kept or maintained for commercial purposes.
- 31.2. All pet owners must follow all DuPage County and Village ordinances, including leash, licensing, and vaccination requirements.
- 31.3. Pet waste deposited in Community Areas or other Association-maintained areas must be removed immediately and disposed of properly.

- 31.4.** Pet waste may not be deposited into storm sewers.
- 31.5.** No pet shall be permitted to relieve itself on any deck.
- 31.6.** Owners are responsible for the conduct of their pets. A pet may not create an unreasonable nuisance or disturbance, including excessive barking, damage Community property, or damage another person's property. The responsible Owner may be required to reimburse the Association for actual reasonable repair costs resulting from pet-related damage.
- 31.7.** No pet shall be permitted outdoors or on a patio or a deck at any time without the presence of its owner.
- 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 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 or intentionally maintaining any invasive plant species identified as prohibited or invasive under applicable federal, state, or local requirements is prohibited within Park Place. Owners are responsible for the removal of any prohibited or invasive plants planted or maintained by the Owner or persons for whom the Owner is responsible. The Association may require removal upon written notice, and the Owner shall be responsible for any costs associated with the removal and restoration of affected property.
- 32.4.** Planting of annual 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. The Association maintains the right to correct/remove problematic plantings.
- 32.5.** When planting annual 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 Board of Directors 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 within cultivated areas adjacent to buildings, with the written approval of the Board. Installations that are likely to attract wild geese, wildlife that creates a nuisance or wild nocturnal scavenging animals may be denied.
- 32.9.** Bird feeders must contain appropriate bird feed, and bird feed may not be intentionally scattered on the ground.
- 32.10.** Vegetables and other edible plants may be grown only in pots located on decks or patios.
- 32.11.** Hanging planters may not be attached to coach lights.
- 32.12.** Fences, screens, trellises, and similar fixtures intended to materially limit views are prohibited unless specifically approved.
- 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 Form must be submitted and approved by the Board of Directors in advance of these modifications.
- 32.15.** The Association may arrange for restoration of landscaping affected by an unauthorized change and seek reimbursement of its actual reasonable restoration costs.

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).

34. RETAINING WALLS AND FENCES

- 34.1.** Climbing on Association Retaining Walls or Fences is prohibited.
- 34.2.** Retaining walls and fences are protective structures and are not designed or intended for recreational use.
- 34.3.** Residents and guests may not use Association retaining walls or fences for recreational purposes or in a manner that creates a safety risk or could damage the structure.

35. RETENTION PONDS/ RETENTION AREAS

- 35.1.** Entry into or onto any retention pond, retention area, or surrounding wetland area is prohibited except as expressly authorized by the Association, its contractors, or governmental authorities.
- 35.2.** Retention ponds and retention areas are not recreational areas and are to remain accessible only for authorized maintenance or inspection.
- 35.3.** Children must be supervised by an adult when in areas immediately adjacent to a retention pond, retention area, or wetland where a safety risk exists.
- 35.4.** Discharge or disposal of contaminants or other substances into a retention area is prohibited.
- 35.5.** No person may intentionally disturb, harm, capture, or destroy wildlife inhabiting the ponds, wetlands, or retention areas.
- 35.6.** All applicable Village, county, state, and federal environmental and storm water requirements shall be followed.

36. ROOFS AND BUILDINGS

- 36.1.** No exterior modification to a building may be made without prior written approval when required by the governing documents or these Rules & Regulations.
- 36.2.** Roof access is permitted only when reasonably necessary for authorized maintenance, inspection, window cleaning, gutter or downspout work, repairs, or other work approved by the Association. Access must be limited to the area and duration reasonably necessary to perform the work.
- 36.3.** Any Owner, resident, guest, contractor, or other person accessing a roof is responsible for taking appropriate safety precautions and for avoiding damage to the roof, building, landscaping, or other property. The Association does not authorize or assume responsibility for unauthorized or unsafe roof access.
- 36.4.** An Owner who, or whose resident, guest, contractor, or other person for whom the Owner is responsible, accesses a roof without authorization or causes damage to Association property

shall be responsible for the actual, reasonable costs of any necessary repair or restoration, to the extent permitted by the governing documents and applicable law.

- 36.5.** Owners and their contractors must coordinate necessary roof access with the Management Company when required. The Association may establish reasonable requirements for access, including advance notice, scheduling, and safety precautions, to protect residents, workers, the building, and Association property.

37. SALE OF UNIT

- 37.1.** Owners are encouraged to notify the Management Company before placing a Unit on the market so that Association records and required resale documentation may be coordinated.
- 37.2.** For sale signs are limited to inside of units and no lawn signs will be permitted.
- 37.3.** Before closing, an Owner shall remove or restore any exterior modification that is not authorized to remain under the governing documents or Association records, including unauthorized satellite dishes, doorbells, flagpoles, or similar modifications.
- 37.4.** A documented Grandfathered Condition is not required to be removed solely because the Unit is being sold.

38. SCAVENGER SERVICE / GARBAGE / TRASH

- 38.1.** Park Place Requirements will follow the Village of Itasca Guidelines. Garbage and recycling requirements shall comply with applicable Village of Itasca requirements and the requirements of the Association's contracted waste-management service.
- 38.2.** Regular garbage collection is generally scheduled for Monday. Actual collection dates are determined by the contracted service provider and may change due to holidays or service-provider scheduling. Owners shall follow the collection schedule provided by the waste-management company..
- 38.3.** The contracted waste-management company provides garbage and recycling services. Applicable charges are billed to Owners through the Village water bills.
- 38.4.** Trash may not be placed at the curb before 4:00 PM on the day before the scheduled collection day.
- 38.5.** Containers must be removed from the curb no later than 10:00 PM on collection day and stored in the garage unless another location is expressly permitted.
- 38.6.** Garbage and recycling must be stored in covered containers.
- 38.7.** A small, secure waste receptacle may be kept outside for pet-waste disposal only. The receptacle must be used solely for pet waste, kept a reasonable distance from neighboring Units, not placed near a front door, and maintained in a sanitary condition.
- 38.8.** When a regularly scheduled collection day is changed because of a holiday, Owners shall follow the schedule provided by the waste-management company.

39. SEWERS/STORM DRAINS

- 39.1.** No pet waste, oil, paint products, gasoline, chemicals, or other contaminants may be discharged into a storm sewer.
- 39.2.** Because the storm water system may discharge directly into retention facilities, Owners must take reasonable measures to prevent pollutants from entering the storm water system

40. SIDEWALKS/WALKWAYS

- 40.1.** Sidewalks and walkways are considered Community Areas and are maintained by the Association.

- 40.2. Painting, staining, covering, or applying a surface treatment to sidewalks or front stoops that changes their appearance is prohibited unless approved by the Association.
- 40.3. Changes to Association-maintained sidewalks are the responsibility of the Association.

41. SIGNS

- 41.1. No signs are permitted in Unit windows or doors, except for "House for Sale" signs and political campaign signs permitted below. No signs are permitted in Common Areas or Common Grounds except as expressly permitted by these Rules.
- 41.2. Political campaign signs may be displayed beginning four (4) weeks before Election Day and shall be removed within seven (7) days after Election Day. Each residence may display no more than two (2) political campaign signs. Political Signs may be displayed inside windows or on the Common Grounds within twenty (20) feet of the front door or exterior wall of the residence. Banners and oversized, illuminated, electronic, or moving signs are prohibited.

42. SKYLIGHTS/SOLAR PANELS

- 42.1. Original skylights installed as part of the construction of a Unit are the Owner's responsibility for maintenance, repair, and replacement.
- 42.2. New skylights or solar panels are prohibited unless approved by the Association.
- 42.3. No solar energy system, solar panel, photovoltaic panel, solar collector, solar shingle, solar tile, solar array, solar module, or other equipment or apparatus designed or used to collect, convert, store, or generate electricity or other energy from sunlight shall be installed, placed, mounted, attached, maintained, or operated anywhere on or in connection with any Home, roof, building, structure, or Common Area within the Association.
- 42.4. This prohibition includes, without limitation, roof-mounted, wall-mounted, building-mounted, and ground-mounted solar energy systems and all associated equipment, including inverters, batteries, storage equipment, wiring, conduit, mounting systems, supports, and related apparatus.
- 42.5. The prohibition is based upon the physical configuration and shared-roof characteristics of the Development, including the fact that roofs serve multiple Homes and/or constitute Common Area or are subject to Association maintenance, repair, and replacement obligations. The Association has determined that privately owned solar energy systems are incompatible with the Association's responsibility and authority to maintain, repair, replace, inspect, and administer such roofs and structures and with the rights and interests of Owners whose Homes are served by or connected to such roofs and structures.
- 42.6. No Owner shall install or permit the installation of any solar energy system without the prior written approval of the Board. The Board shall not approve any solar energy system that is prohibited by this Section.
- 42.7. Any Owner who installs or causes the installation of a prohibited solar energy system shall be required to remove the system and restore the affected property to its prior condition at the Owner's sole cost and expense, without limiting any other remedy available to the Association under the Declaration, By-Laws, Rules and Regulations, or applicable law.

43. SOLICITING

- 43.1. Soliciting and distribution of handbills shall comply with applicable Village ordinances.
- 43.2. Residents who experience unwanted or unlawful solicitation should contact the appropriate governmental authority.

44. STORAGE BUILDINGS/ SHEDS

44.1. Storage buildings and sheds are prohibited.

45. STORM DOORS

- 45.1.** An Architectural Change Form is required for the installation of a storm door or sliding-glass door.
- 45.2.** Requests for approval must include the proposed door model, color, and installer.
- 45.3.** Storm doors and sliding-glass doors must be professionally installed when required by the Association. When required, the installer must provide a current Certificate of Insurance.
- 45.4.** An Indemnification Agreement is required before installation.
- 45.5.** All maintenance, repair, and replacement of the storm door or sliding-glass door are the responsibility of the Owner.
- 45.6.** Storm doors and sliding-glass doors may not be left open or ajar when unattended.
- 45.7.** Removal and Restoration. Removal of a storm door or sliding-glass door is permitted only if any corresponding framing or supporting components installed for the door are also removed and the affected trim, door jamb, frame, or other surrounding areas are properly repaired and restored to their original condition. All costs of removal, repair, and restoration are the responsibility of the Owner.

46. PROPERTY APPEARANCE / UNSIGHTLINESS

The appearance and condition of Units and visible exterior areas are important to the Community. The following requirements apply in addition to the specific requirements elsewhere in these Rules.

- 46.1.** 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.
- 46.2.** Garden fences, borders, and edging must be securely installed, reasonably aligned, and maintained in good repair. Any broken, substantially leaning, rusted, or deteriorated fencing or edging must be repaired or removed.
- 46.3.** Paver stones used for pathways, patios, or decorative purposes must be properly installed, level, and maintained free from significant cracks, shifting, or excessive weed growth. Pavers must be consistent in design and color. Areas showing substantial deterioration must be repaired or restored.
- 46.4.** No clothing, bedding, linens, draperies, laundry, carpeting, or similar articles shall be hung, placed, or otherwise displayed for drying or airing in any part of the Community Areas.
- 46.5.** Front entryway areas used for storage of any items such as furniture, bicycles, tools or personal belongings is prohibited. Entryways must remain clear and uncluttered to preserve the safety and appearance of the community.
- 46.6.** Empty plant pots are not permitted to be stored in visible exterior areas, including entryways or landscaping beds. All empty pots must be stored out of sight, such as inside garages.
- 46.7.** Potted plants may be displayed in permitted exterior areas. Owners shall limit the number and placement of pots so that they do not obstruct access, interfere with landscaping maintenance, create a safety hazard, or unreasonably interfere with the appearance or use of the property. Pots must be maintained in good condition.
- 46.8.** Games, toys, play equipment, swimming pools, and similar items shall not be installed, stored or left unattended in the Community Area.
- 46.9.** All window coverings visible from the exterior (including but not limited to blinds, curtains, drapes, and shades) must present a neat and orderly appearance. Unsightly coverings such as broken blinds, reflective foil, paper, or any makeshift materials are strictly prohibited as window coverings.

47. VEHICLE AND PARKING REGULATIONS

- 47.1.** A vehicle may be operated and parked only on designated streets, roadways, driveways, and parking areas. Vehicles may not be driven or parked on grass, landscaping, or other non-designated areas. All posted speed limits, traffic controls, parking restrictions, and signage must be observed.
- 47.2.** Go-karts, mini-bikes, snowmobiles, boats, watercraft, camping vehicles, trailers, unlicensed or inoperable vehicles, and covered vehicles are prohibited from being parked, kept, or stored on the Property, except inside a closed garage.
- 47.3.** Commercial vehicles, as defined by the Village of Itasca, including but not limited to tractors, step vans, semi-tractors, tow trucks, farm implements, dump trucks, construction equipment, semi-trailers, buses, taxis, and limousines may not be parked on the Property overnight, except inside a closed garage.
- 47.4.** Resident vehicles must be parked in the Owner's garage or driveway. Vehicles parked in driveways must be positioned side-by-side and perpendicular to the garage or dwelling, and may not overhang or obstruct any street, sidewalk, common driveway, or other access area.
- 47.5.** Guest parking is for temporary guest use only and may not be used for regular or routine parking by Owners or Residents. Overnight guest parking requires advance submission of the Association's Guest Parking Form or Guest Parking Form on ParkPlaceofItasca.com.
- 47.6.** Guest and Resident vehicles may not be parked in spaces reserved for another Resident or in a manner that blocks or interferes with emergency access, fire lanes, entrances, exits, driveways, or fire hydrants.
- 47.7.** Vehicle repair or maintenance is prohibited in Community Areas and driveways, except for washing, waxing, emergency repairs, and other minor work permitted by the Board. Major repairs must be performed inside a garage or off-site.
- 47.8.** Each Owner shall annually submit the Association's **"Vehicle Owner/Occupant & Household Insurance Registration Form"** identifying all vehicles associated with the Unit. Owners shall promptly update the information whenever a vehicle is added, removed, replaced, or whenever any required information changes. Knowingly providing false or incomplete information or failing to submit or update the required information is a violation.
- 47.9.** Following the required notice and enforcement process, failure to submit **"Vehicle Owner/Occupant & Household Insurance Registration Form"** will result in fines of:

\$250 for the first month of continued non-compliance;
\$500 for the second month of continued non-compliance;
\$1,000 per month thereafter, up to the maximum permitted by applicable law.

The recurring fine shall continue until the violation is corrected.

- 47.10.** A vehicle that appears abandoned or remains unmoved in a street or common parking area for seven (7) consecutive days will be investigated by the Association. Owners and Residents shall reasonably cooperate in identifying the vehicle's Owner or person responsible.
- 47.11.** Vehicles displaying "For Sale" signs must be parked in the Owner's driveway and must comply with all other parking requirements.

48. VIOLATIONS/FINES POLICY

- 48.1.** The Association may enforce the Declaration, By-Laws, and Rules & Regulations in accordance with the governing documents, and applicable law.

- 48.2.** The Association may identify and investigate potential violations based on its own observations, inspections, reports from its contractors, or other reliable information. A formal complaint is not required for the Association to investigate or enforce an alleged violation.
- 48.3.** Any Owner, resident, or other person may report a potential violation to the Management Company in writing. The Management Company will provide the complaint to the Board or otherwise notify the Board as appropriate.

A complaint should include, when known:

- * The name and contact information of the person making the complaint
- * The address or location where the alleged violation occurred
- * A description of the alleged violation, including the date, time, and other relevant information

- 48.4.** Before a fine is imposed, the Management Company or Board will review the available information and determine whether a violation appears to have occurred.
- 48.5.** If the Association determines that further action is appropriate, the Owner will receive a written notice identifying the alleged violation. The notice shall prominently state "NOTICE OF VIOLATION."

The notice will identify, to the extent reasonably possible:

- * The provision of the Declaration, By-Laws, or Rules & Regulations alleged to have been violated
- * The conduct or condition that constitutes the alleged violation
- * The date or dates on which the violation was observed
- * The action required to correct the violation
- * The deadline for correcting the violation
- * The Owner's right to request a hearing
- * The deadline for requesting a hearing

A copy of each Notice of Violation will be maintained in the Association's records.

- 48.6.** For violations that are readily corrected, which will be determined by the Board, including, but not limited to;

- * Parking Violations
- * Garbage, Refuse, and Recycling Violation
- * Pet Waste Violations
- * Improper Signage
- * Holiday Lights outside of holiday period
- * Etc.

The correction period will be seven (7) days.

- 48.7.** For violations that are not easily remedied or a different correction period is specifically stated elsewhere in these Rules & Regulations, the correction period will be thirty (30) days. If further days are necessary, Owner will contact Management Company or the Board to discuss next steps.

48.8. If the Board determines that a violation presents a serious, immediate, or potentially threat to the health, safety, property, or welfare of the Community, the Association may take appropriate actions without waiting for the normal correction period.

48.9. A fine may be imposed only after the Owner has received the initial written notice of violation. Subsequent occurrences of same violation will not require additional notices and rather notices of applied fines will be assessed to the Owner.

48.10. Unless a different fine is specifically established elsewhere in these Rules & Regulations:

- * A first violation will, will result in a Notice being sent to Owner and treated as a warning, with no fine
- * Subsequent occurrences of the violation, or a violation which remains uncorrected after the applicable correction period, will result in a fine

After the required warning and applicable enforcement process, the following recurring fine structure will apply:

- \$50 per week : for weeks one through four (1-4) of continuing non-compliance;
- \$100 per week : for weeks five through eight (5-8) of continuing non-compliance;
- \$200 per week : for weeks nine or more (9+) of continuing non-compliance;

48.11. If the same provision is violated again within twelve (12) months after the prior violation notice date or from when the prior violation was corrected, the new violation will be treated as a subsequent violation.

48.12. The Association may proceed with the notice, hearing, and fine process applicable to a subsequent violation without treating the new violation as a first violation.

48.13. A finding that an Owner is responsible for a violation does not relieve the Owner of the obligation to correct the violation.

The Board's written determination may require the Owner to:

- * Correct or remove an unauthorized condition
- * Repair or restore damaged property
- * Reimburse the Association for actual and reasonable repair or restoration costs
- * Pay other costs that the Association is authorized to assess under the governing documents and applicable law

48.14. Reimbursement of actual and reasonable repair or restoration costs is separate from any fine. Such costs are not considered a penalty or fine unless specifically designated as such under the governing documents.

48.15. Failure to pay a properly imposed fine or charge when due may result in the Association pursuing any collection remedies available under the governing documents and applicable law. This may include referring the matter to the Association's attorney, governmental authorities, emergency services, or other appropriate professionals.

48.16. Where legal counsel is engaged;

- * The attorney may issue notices, make demands, or take other appropriate legal action on behalf of the Association
- * Attorney's fees, legal expenses, and other costs would be assessed against the responsible Owner only to the extent authorized by the governing documents and applicable law

48.17. Any fine, charges, late fees, or other charges imposed under this Section or explicitly stated elsewhere shall be due within thirty (30) days of the written notice date, unless a different payment period is required by the governing documents or applicable law.

48.18. Any applicable late charges, collection costs, attorney's fees, or other expenses may be assessed only to the extent authorized by the governing documents and applicable law.

49. WINDOW TREATMENTS

49.1. Draperies, curtains, shades, blinds, or other finished window coverings intended for residential use must be installed and maintained in a neat and orderly manner inside the Unit.

49.2. Temporary window or door coverings may be used for a period not exceeding eight (8) weeks. Temporary coverings must be maintained in a neat and orderly condition and may not consist of clothing, sheets, blankets, laundry, paper, plywood, or other makeshift materials.

50. WINDOW WELL GRATES/COVERS

50.1. Only commercially manufactured window well grates or covers are permitted. Plywood, homemade, or otherwise fabricated covers are prohibited.

50.2. Window well covers must be designed and installed so they can be released or removed from the inside without a key, tool, special knowledge, or excessive force beyond that required for normal operation of the emergency escape and rescue opening. Nothing may be placed or stored on top of a window well cover.

50.3. The Owner is responsible for the maintenance, repair, and replacement of window well grates and covers.

50.4. The Owner is responsible for maintaining any insurance required for the Unit and for any liability arising from the Owner's window wells, whether covered or uncovered.

51. YARD AND GARDEN DECOR

51.1. Swings, play equipment, and other recreational structures may not be attached to, suspended from, or otherwise supported by any trees, balconies, decks, or buildings.

52. WILDLIFE AND ENVIRONMENTAL PROTECTION

52.1. Owners, residents, and their guests may not intentionally feed wildlife or leave food, food scraps, or pet food outdoors in any private or Community Area. This includes placing food outside for animals, discarding food in yards or Community Areas, or leaving pet food unattended outdoors. This restriction is intended to discourage nuisance wildlife and pests and to protect the health, safety, and appearance of the Community.

52.2. Bird feeders containing appropriate bird feed are permitted. Bird feed must be contained within the feeder and may not be intentionally scattered or placed on the ground. Owners are responsible for keeping the area around bird feeders reasonably clean and free of accumulated feed.

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,

Park Place of Itasca Rules and Regulations

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.

Owners, who have a physical disability, or who have a family member, tenant, resident, or occupant with a physical disability, may petition the Board for reasonable accommodation or special consideration regarding specific Rules and Regulations, subject to applicable law and the Association's governing documents.

Park Place of Itasca Rules and Regulations