

Chesterfield Homeowners Association Handbook

Rules and Regulations

The Chesterfield Homeowner Association Handbook contains general information about the Chesterfield Homeowners Association, clarifications of the governing documents when needed, and rules and regulations adopted by the Board of Directors as allowed in the Association's governing documents.

Rules and Regulations have been adopted with the intent of providing the residents of Chesterfield Homeowner's Association with a practical plan for day-to-day living in Chesterfield. A successful Association is a community of owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood. The goal is to maintain the property values, and to provide the residents with specific information.

Rules and regulations are reviewed on an ongoing basis by the Chesterfield Board of Directors and the Rules and Regulations committee. These rules and regulations which have been developed have been put in to place in order to provide a safe, secure neighborhood, and to protect our property values, the most vital asset of the neighborhood.

This document is a supplement to the rules and regulations provided for in the "Chesterfield Homeowners Master Declaration of Covenants, Conditions, and Restriction and By Laws".

These Rules and Regulations are binding on all Homeowners, their families, Renters and Guests.

Privilege extended to owners who rent their property, in accordance with the Declarations. It should be understood that these rules and regulations are binding to all tenants as well as owners. Any necessary action that needs to be taken will be considered a violation by **both** owner and the tenant of the property in question.

These rules and regulations shall be effective upon adoption by the Chesterfield Homeowner Association Board of Directors.

I. Definitions

A. Definitions: For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

1. **Association:** The Chesterfield Homeowner's Association, an Illinois Not-for-Profit corporation and a property owner's association organized pursuant to the declarations.
2. **Declarations:** The Declarations of Chesterfield Homeowner's Association and the instrument by which the property is submitted to the provisions of this document, as hereinafter provided, and such Declarations from time to time amended. Also known as CC&R - Declaration of Covenants, Conditions, and Restrictions that have been recorded with Kane County.

3. **By-Laws**: The By-Laws of the Chesterfield Homeowner's Association, as amended from time to time thereafter.
4. **Rules and Regulations**: The Rules and Regulations of the Chesterfield Homeowner's Association, as adopted pursuant to the powers available to the Association and the Chesterfield Homeowner's Association Board of Directors, Rules and Regulations Committee and in conjunction with standards of the Village of North Aurora.
5. **Board**: The Board of Directors of Chesterfield Homeowner's Association.
6. **Rules and Regulations Committee**: A group of volunteer homeowners given the task to develop and review Rules and Regulations.
7. **Property**: All the land, real property, space comprising the parcel, all improvements and structures erected, and all easements, rights and appurtenances belonging therein, and all fixtures and equipment intended for mutual use, benefit or enjoyment of the owners.
8. **Resident**: An individual who resides in a Home and who is either the Homeowner, a Tenant of the Homeowner, a contract purchaser of the home, or a relative of such Homeowner.
9. **Property Management Company**: The person, company, entity, if any, which has been employed by the Association to manage the day-to-day administration of the property in a manner directed by the Chesterfield Homeowner Board of Directors.
10. **Assessment**: The amount which the Chesterfield Homeowner Board of Directors may assess or levy against a Homeowner, either individually or collectively, including regular yearly assessments which are levied pursuant to the Declarations, By-Laws or the Rules and Regulations.
11. **City**: The Village of North Aurora.
12. **County**: The County of Kane.
13. **State**: The State of Illinois.
14. **Common Areas**: All portions of the property except the homes and privately owned land as designed on the plat of Chesterfield subdivision.
15. **Alteration**: A change, modification to a homeowner's property or common element.
16. **Ponds**: That portion of the property which is delineated and described on the plat of subdivision for the Chesterfield Homeowner Association.
17. **Pets**: Animals such as dogs, cats, or other animals reasonably considered to be household pets and as defined by the Village of North Aurora and Kane County.
18. **Fence**: A protective or confining barrier or enclosure.

Assessments

A. **Assessments and Due Date:** Payments should be made payable to “Chesterfield HOA” and are due by March 31 of each year to the Property Management Company or as otherwise directed.

A late charge of \$25 (twenty-five) per month will be charged to any Homeowner’s accounts that are not received by the due date of March 31 of each year.

A late notice will be sent to each delinquent hone owner on the 1st of each consecutive month after the due date advising him or her of the account status and penalty. Any account in arrears for more than 90 days will be forwarded to the Association’s attorney for collection.

Any legal fees incurred in the collection of dues by the Association per the Chesterfield Homeowners Master Declaration of Covenants, Conditions, and Restriction and Bylaws, and Chesterfield Homeowners additional Rules and Regulations shall be charged to the Homeowner’s account.

The Chesterfield Homeowner Associate Board of Directors reserves the right to modify delinquent collection procedures from time to time.

Policies and Procedures Regarding Enforcement:

If a homeowner is believed to be in violation of any of the provisions of the Declaration and By-laws or Rules and Regulations, written notice will be sent by the management company explaining the violation. Homeowners will be given 30 or 60 days depending on the violation to correct the violation.

If the violation is not corrected in the 30 or 60 days there will be a \$25 fine for each violation.

Fines for Violations:

- (a) Violation of any of the Rules and Regulations is subject to the following fine structure:
 - (1) 1st Notice of violation - no fine imposed if violation is corrected to conform to Rules and Regulations within thirty (30) days of notice.
 - (2) 2nd Notice of violation for the same offence - results in a twenty-five dollar (\$25.00) fine.
 - (3) 3rd Notice of violation for the same offence - results in a fifty dollar (\$50.00) fine and an additional fifty dollar (\$50.00) fine per month until such violation is corrected.
- (b) After the third Notice of Violation for the same offence, the Board reserves the right to use any remedies available under the Declaration, By-Laws, and the Illinois Community Property Act.

- (c) Should an owner delay in the payment of fines, said owner and fines will be referred to the Association's attorney for collection in the same manner as late assessment payments are now referred.

Transfer of Ownership/Disclosure

1. Selling Homeowner(s) or their attorneys must submit written notice to the Property Management Company of the sale of their home within twenty-one (21) days prior to closing. It is the responsibility of the owner to notify the property management company regarding a transaction involving their home.
2. Selling Homeowner Owner(s) must inform the the Purchaser that there is a homeowner association.

Leasing Policy

Rules Relating to Leases, Lessees and Non-Resident Homeowners

- A.** A Homeowner shall not lease less than the entire home nor may the home be leased for transient or hotel purposes. Every lease must be for a minimum period of six (6) months.
- B.** Every lease shall be in writing and shall contain the following: **“THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF CHESTERFIELD HOMEOWNER ASSOCIATION.”**
- C.** The Owner shall give a copy of any lease and the completed Leasing Questionnaire (Exhibit B), together with such additional information as may be required, to the Board and the Property Manager at least **five (5) days** prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner's.
- D.** The Owner must make available to the Lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- E.** All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Homeowner responsible thereof.
- F.** All off-site Homeowner shall provide the Chesterfield Homeowner Association and the Managing Agent, in writing, their current address(es) and telephone number(s) where they may be reached in

an emergency, both at home and at work. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to that Homeowner. Any Owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association and the Managing Agent at least seven (7) days prior to the change occurring.

G. In addition to other rights granted by State law, homeowners of unapproved leases may also be assessed a daily fine of up to \$25.00 per day until the situation is remedied.

H. Homeowner and/or tenant are responsible for his/her guests' compliance with the Declaration, By-laws, and Rules and Regulations of the Association.

Common Area Rules

1. Homeowners are responsible for the conduct of all their residents, children and guests. Homeowners, residents and guests that exhibit unacceptable behavior, (*unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property*) will have the police promptly called, arrest made if necessary and legal action taken against the offender.
2. All Homeowner, residents, children, and/or their guests are required to abide by local ordinance (Village of North Aurora) governing curfew.
3. No swimming, boating, wading, or rafting in the Lake or Pond at Chesterfield will be permitted by residents or guests. Fishing is permitted to residents and their guests only and is at their own risk. Chesterfield lakes are catch and release only.
4. There shall be no throwing of stones or other items into the ponds.
5. No ice skating, sledding, or ice fishing in the Lake or Pond by homeowners, residents, renters or guests will be permitted. The Association also prohibits walking across the ice during winter months. Any person doing so will be responsible for his/her own risk, and will be responsible for the consequences.
6. Homeowners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas, or into the lake or pond, or sewers at any time. Those homeowners, residents, renters or guests found discharging refuse, litter, debris or other objects are subject to fines.
7. Storage of any kind is expressly prohibited on or in any Common Areas.
8. No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be stored on the Common Areas.
9. No plant or wildlife is to be put into the Ponds without Chesterfield Homeowner Associations

Board of Directors approval. Any additional trees, shrubs, or plantings to Common Area must be approved by the board of directors.

10. Discharging of any water, draining pool water, sump pump water or any other waters in to the wetland, pond, lake or walking/bike path is prohibited. Homeowners may be fined and charged for any clean up or damage done to the wetlands, pond, lake or walking/bike path.
11. Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
12. Bike riding is permitted on bike/walk path or sidewalks only. No riding of bikes are allowed on common area grass or wetlands.
13. No trash, lawn waste material including weeds, grass clipping, branches, rocks, dirt or pool water is to be disposed of or left on any common area including wetlands. Homeowners may be fined and charged for any clean up or damage done to the wetlands, pond, lake or walking/bike path.

General Rules

Antenna and Satellite Dishes/Receivers – Only one antenna or two satellite dishes are permitted on each home.

Basketball Hoops – Basketball hoops are permitted as long as they are portable basketball hoops. Garage or wall mounted types of basketball hoops are not permitted. Basketball hoops must be properly maintained at all times with no visible rust, torn nets, missing or broken backs.

Contractor Working Hours – Residents who employ contractors to perform services shall not allow performances of such services weekdays before 7 a.m. and weekends before 8 a.m.. All such contracts services must terminate each evening no later than dusk. Contract services include but are not limited to general construction activities, lawn maintenance and automobile repairs services. Snow plowing, snow removal and emergency repairs to home are excluded.

Exterior – The exterior of the dwelling must be kept in good repair. No excessive peeling paint, rotting wood, missing wood, missing shingles, loose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.

If necessary, the Association will send written notice declaring the property unsightly, and will give the homeowner a reasonable length of time to make repairs.

If the repairs are not completed in a timely manner, written notice will be sent by the association and the association will issue fines each month until the work is completed.

Fences – All fences must be approved by the Chesterfield Homeowner Association before being install as stated in the Chesterfield CCR (i) Page 14 and 15. The CCR states, “No fencing shall be installed in the front yard of any Lot. Fencing may be installed in the back yard of a Lot so long as such fencing is in compliance with applicable laws, statutes, ordinances and regulations, and is made

of the same type of material and is the same color as the fence installed by Declarant along Butterfield Road. Neither Owner nor Association shall change or cause to be changed the fence installed by Declarant along Butterfield Road. Following Declarant's last conveyance of any Lot, the Association may replace the fence along Butterfield Road provided any replacement of the fence along Butterfield Road shall require the use of the same type of material and fencing for the full length of the fencing but such type and material may differ from that installed by Declarant."

Homeowners must submit a Fence Application and Sketch to to the Chesterfield Board of Directors.

Firewood – Fire wood may not be stored in front or on the sides of homes. All firewood must be stored in owner's garage or back yard.

Garage Sales – Residents must abide and comply with the Village of North Aurora rules regarding garage sales.

Garbage, Recycling and Yard Waste – All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate.

Between weekly scheduled pickups, all garbage cans, recycle bins and landscape waste and other similar material should be stored in your garage. Seasonal tree and bush remains that are two large for landscape waste bags may be stored no longer than thirty days in the rear of your home.

Per the Village of North Aurora ordinances, for scheduled pickup days, containers may not be put out to the curb until 3:00 PM the night before collection and all empty containers are to removed and stored away by midnight on the day of collection.

Please check with the village of North Aurora for current regulations regarding trash collection, sticker removal costs and guidelines.

Homeowner Information – All homeowner are required to complete an Owner Information Sheet (Sample attached as Exhibit A) for the association's files. This information is for association and management company use only. Any homeowner who fails to provide the information will have violated the terms of these rules and may be subject to fines. This information will be requested and must be provided annually to the association and/or management company. However, the association and/or management company may request this information at any time upon notice to the Homeowner.

- Lawns**
- A. Lawns must be regularly maintained and be reasonably free of weeds.
 - B. It is the responsibly of homeowners who have fences to keep the grass trimmed on both sides of their fence. This also includes all homeowners who property backs up to common areas. Grass along fence must be kept trimmed.
 - C. Homeowners are also responsible for removing grass clipping from sidewalks, driveways and street.

Lighting and Holiday Decorations – Holiday lights and decorations may be displayed from November 1 through March 1. The takedown date may be extended at the sole discretion of the Board of Directors in response to the weather conditions. Lights and decorations for holidays falling outside of the above date may be displayed for two weeks prior to the holiday to one week after.

Mailboxes – Mailboxes must be permanently installed and kept in good condition. All mailboxes must comply with government restrictions and U.S. Postal requirements.

Pets – The Chesterfield Homeowner Association CCR states in ARTICLE VII, Section 1 (e) Page 13 & 14, “No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Property, except that up to two (2) total dogs, cats, or other usual household pets may be kept in Dwellings, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the Board.

If a pet defecates on any landscaping, common area, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately. The Village of North Aurora has an ordinance in regards to pet excreta.

Homeowner’s whose property back up to common area must remove their pets defecates immediately and not allow it to remain on the common areas at any time.

North Aurora Pet Ordinance 6.08.090

The owner of every animal shall be responsible for the removal and sanitary disposition of excreta deposited by his or her animal anywhere in the village. When accompanying the animal outside his or her property, the owner shall have on his or her person suitable means for the removal of such excreta which will then be placed in a refuse container for sanitary removal. All pets must be leashed or contained while outdoors and on any Common Area. Pets are not to be left out unattended to stray off property. No pets may be tied up on Common Area.

Sheds – All sheds must be built in accordance with all North Aurora ordinances. A permit from the Village of North Aurora is needed in order to install a shed on your property. Sheds must be kept in good repairs at all times. This includes painting, repairing/replacing any rotting/missing wood or damaged/missing shingles.

Storage of Items – No items may be stored on the side of home

Trees and Bushes – Must be trimmed of dead branches.

Yard Maintenance – Property must be regularly cleared of trash and debris. Prairie lawns are not allowed.

Exhibits:

- A. Chesterfield Homeowners Association Owner Emergency Information Sheet
- B. Chesterfield Homeowners Association Tenant Information Sheet Lease

EXHIBIT A

CHESTERFIELD RESIDENTS EMERGENCY CONTACT INFORMATION

Please return your form to:

Baum Property Services

Kelly Henry

P.O. Box 46

Aurora, IL 60507-0046

kelly@baumprop.com

Fax 630-897-2440

Owner's Name(s): _____

Additional Occupants: _____

(Names): _____

Address: _____, North Aurora, IL 60542

Email: _____

Would you like to receive the Chesterfield Newsletter and other information that the board would be sending out electronically? **Yes** or **No**

Phone Numbers:

Home: _____

Work: _____

Cell: _____

Emergency Contact:

Name: _____

Relationship: _____

Contact Phone: _____

Is the home currently being rented: **Yes** or **No**

Name of Renters: _____

Renters Phone Number: _____

This above information will not be shared or used for any purpose other than for Chesterfield Homeowner Association Business.

EXHIBIT B
LEASING QUESTIONNAIRE

Please return your form to:

Baum Property Services

Kelly Henry

P.O. Box 46

Aurora, IL 60507-0046

kelly@baumprop.com

Fax 630-897-2440

Renting Address _____
North Aurora, IL 60542

Owners Name _____

Owners Address _____

Owners City, State and Zip Code _____

Owners Home Phone number _____

Owners Cell Phone number _____

Owners Work Phone number _____

Owners Email Address _____

Tenants Names(s) _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

If yes, what type of pets? _____

Have owner informed tenant(s) that they must be in compliance with the Declaration, By-laws, and Rules and Regulations of the Association? Yes _____ No _____

Please attach a copy of the lease to this Questionnaire.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declarations, By-laws and Rules and Regulations for the Chesterfield Homeowner Association.

Homeowner

Date

Homeowner

Date

Tenant

Date

Tenant

Date