

## **The Chesterfield Homeowners Association, Inc. Rules and Regulations**

The Chesterfield Homeowners Association Rules and Regulations document 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 Homeowners 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, the management company and Chesterfield's lawyers. The Rules and regulations have been put in to place in order to provide a safe, secure neighborhood, and to protect our property values, which is the most vital asset of the neighborhood.

This document is a supplement to the rules and regulations provided in "The Chesterfield Homeowners Association, Inc. Declaration of Covenants, Conditions, and Restrictions" (the "Declaration").

These Rules and Regulations are binding to all Homeowners, their Families, Renters and Guests.

It should be understood that these rules and regulations are binding on 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. Owners shall be responsible for any violations committed by their tenants.

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

Updates to the Rules and Regulations Document may be made the Board of Directors at any time.

### **Policies and Procedures Regarding Enforcement**

1. If a homeowner is believed to be in violation(s) 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(s).
2. Homeowners will be given a 30 or 60 day notice depending on the violation(s) to correct any and all violation(s).
3. If the violation(s) is not corrected in the 30 or 60 days a fine will be given for each violation(s).

Provided, however, that these Rules and Regulations constitute only a portion of the complete covenants, by-laws, and rules of the Association. The remedies provided in these Rules and Regulations are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations of the Association. Additionally, in the event the Board determines a violation to be of an exceptional nature, the Board reserves the right to forego the remedies provided in these Rules and Regulations and to instead pursue any and all rights and remedies provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations of these Rules and Regulations. 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 of the Association, any legal fees, expenses and costs incurred by the Association as well as any actual damages incurred at the Association's expense will be the responsibility of such Owner and may be charged back to the Owner.

### **Fines for Violation(s)**

Violation(s) of any of the Rules and Regulations is subject to the following fine structure:

For Violations of a continuous nature:

- (1) 1<sup>st</sup> Notice of violation(s) - No fine imposed if violation(s) is corrected to conform to Rules and Regulations within thirty (30) days of notice.
- (2) 2<sup>nd</sup> Notice of violation(s) for the same offence - Results in a twenty-five dollar (\$25.00) fine.
- (3) 3<sup>rd</sup> Notice of violation(s) 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(s) is corrected.

For Violations of a non-continuous nature:

- (1) 1<sup>st</sup> Notice of Violation – Warning letter, no fine imposed.
- (2) 2<sup>nd</sup> Notice of Violation of same type or same section – Results in a twenty-five dollar (\$25.00) fine.
- (3) 3<sup>rd</sup> and all subsequent Notices of Violation of same type or same section – Results in a fifty dollar (\$50.00) fine.
- (4) After the third Notice of Violation(s) for the same offence or same type/section, the Board of Directors reserves the right to use any remedies available under the Declaration, By-Laws, at law or in equity.
- (5) 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 to the Association attorney.

### **Assessment Due Date**

1. Assessments are due each year by March 31<sup>st</sup>.
2. Payments are to be made payable to "Chesterfield HOA".
3. Assessment are be mailed to the property Management Company or paid on-line at the property managements website.
4. A late charge of \$25 (twenty-five) per month will be charged to a Homeowner's account that has not paid their assessments by the due date of March 31<sup>st</sup>.
5. A late notice will be sent to delinquent homeowners each consecutive month after the due date advising the homeowner of the account status and penalties.
6. Any account in arrears for more than 90 days will be forwarded to the Association's attorney for collection. Once the account has been sent to the attorney the homeowner will automatically be charged fees by the attorney's office.
7. Per the Declaration, and Chesterfield Homeowners additional Rules and Regulations once the

account has been sent to the attorneys for collections, the homeowner will be responsible for all attorney fees, and if necessary, all court costs.

8. The Chesterfield Homeowner Association Board of Directors reserves the right to modify delinquent collection procedures from time to time if necessary.

## Homeowner Meetings

### 1. Video taping at HOA meetings

- A. No videotaping will be allowed at any homeowner meeting.
- B. No homeowner or board member shall videotape a homeowner meeting at any time.

## General Homeowner Rules

### Basketball Hoops

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

### 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 Homeowners, residents, children, and their guests are required to abide by local ordinance (Village of North Aurora) governing curfew.
- 3. Fishing is permitted to residents and their guests only and is at their own risk. Chesterfield lake is a catch and release only fish lake.
- 4. There shall be no throwing of stones or other items into the lakes and ponds.
- 5. No swimming, boating, rafting, wading, ice skating, sledding, or ice fishing in the Chesterfield Lake or North Pond at Chesterfield by homeowners, residents, tenants 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, tenants and their guests may 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, tenants 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 Homeowners Association's Board of Directors' approval.
- 10. Any additional trees, shrubs, or plantings to Common Area must be approved by the Board of Directors.
- 11. Discharging of any water, draining pool water, sump pump water or any other waters into 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.
- 12. Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
- 13. Bike riding is permitted on bike/walk path or sidewalks only. No riding of bikes is allowed on common area grass or wetlands.
- 14. No trash or 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.

### Contractor Working Hours

- 1. Residents who employ contractors to perform services shall not allow performance of such services weekdays before 7:00 am. and weekends before 8:00 am.

2. All such contractor services must terminate each evening no later than dusk.
3. Contractor services include but are not limited to general construction activities, lawn maintenance and automobile repairs services, snow plowing, and snow removal.
4. Emergency repairs to home are excluded.

#### **Exterior**

1. The exterior of the dwelling must be kept in good repair.
2. No excessive peeling paint, rotting wood, missing wood, missing shingles, lose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.
3. The exterior of your home shall be maintained in good repair, and structurally sound.
4. 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.
5. 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**

1. All fences must be approved by the Chesterfield Homeowners Association before being install.
2. "No fencing shall be installed in the front yard of any "Lot".
3. 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.
4. Homeowners must submit a Fence Application and Plat to the Chesterfield Board of Directors.
5. A permit is required by the Village of North Aurora.
6. Homeowners who have backyards that back up to the Chesterfield HOA fence along Butterfield Road and the East side of Chesterfield now have the approval from the Board of Directors to paint the inside of the fence that faces their back yards. The homeowner must first submit the color that the homeowner would like to paint the inside of the fence and submit the brand and color to the Board. No paint shall get on the outside of the fence. Paint showing on the outside will be the responsibility of the homeowner to paint to match the existing color. Homeowners who do not comply to paint the outside of the fence will be fined \$25 per month until the outside of the fence has been repainted.

#### **Firewood**

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

#### **Garage Sales**

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

#### **Garbage, Recycling and Yard Waste**

1. All trash, garbage or rubbish shall be regularly removed from the property and shall not be allowed to accumulate.
2. Between weekly scheduled pickups, all garbage cans, recycle bins and landscape waste and other similar material should be stored in your garage or in your back yard. No garbage can may be stored on the side of your home or in front of your home.
3. Seasonal tree and bush cuttings that are too large for landscape waste bags may be stored no longer than thirty days in the rear of your home.
4. Per the Village of North Aurora ordinances, for scheduled pickup days, containers may not be put out to the curb until 3:00pm the night before collection and all empty containers are to be removed and stored away by midnight on the day of collection.
5. Please check with the Village of North Aurora for current regulations regarding trash collection, sticker removal costs and guidelines.

### **Homeowner Information**

1. All homeowners are required to complete the Chesterfield Residents Contact Information form. This information is for Association and management company use only.
2. Any homeowner who fails to provide the information will have violated the terms of these rules and may be subject to fines.
3. This information is requested and must be provided annually to the Association and/or management company.
4. The Association and/or management company may request this information at any time upon written notice to the Homeowner.

### **Lawns**

1. Lawns must be regularly mowed.
2. Lawns must be maintained and be reasonably free of weeds.
3. It is the responsibility of homeowners who have fences to keep the grass trimmed on both sides of their fence. This also includes all homeowners whose property backs up to common areas. Grass along fence must be kept trimmed.
4. Homeowners are also responsible for removing grass clipping from sidewalks, driveways and street.
5. Per North Aurora ordinance you may not blow grass clipping into the street

### **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 HOMEOWNERS 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.

**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 are 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 Homeowners shall provide the Chesterfield Homeowners 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 or her 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.

#### **Lighting and Holiday Decorations**

1. Holiday lights and decorations may be displayed from November 1<sup>st</sup> through March 1<sup>st</sup>.
2. The takedown date may be extended at the sole discretion of the Board of Directors in response to the weather conditions.
3. 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.
4. If you have special lighting that is used for different holidays, please contact the management company or the board of directors.

#### **Mailboxes**

1. Mailboxes must be permanently installed.
2. Mailboxes must be kept in good condition. Free of Rust, no peeling paint, and not leaning
3. All mailboxes must comply with government restrictions and U.S. Postal requirements.

#### **Pets**

1. The Declaration 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."
2. 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.
3. Homeowners 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.
4. If the Board of Directors receives more than 3 complaints on any homeowner's pets, the homeowner may be required to appear before the Board of Directors.

**North Aurora Pet Ordinance 6.08.090**

1. 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.
2. 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.

**Parking**

1. Vehicles parked in your driveway should not be parked over sidewalks. This is a North Aurora ordinance. You may be fined for parking over the sidewalk.
2. No parking is allowed on any street after 2" of snow.

**Plows**

1. Detached snow plows may not be stored in a driveway at anytime

**RV's, Campers, Trailers and Boats**

1. Recreation vehicles may be stored in a garage only.
2. No recreation vehicle may be parked on or over a public right-of-way and street parking is not allowed per North Aurora Ordinance MC13.12.030C.

**Sheds**

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

**Signs**

Signs may only be located on private property. Signs are prohibited from being placed on utility poles, fences, street signs and parkway area. This is a Village ordinance MC15.48.080.

**Trees and Bushes**

1. All bushes and trees must be kept trimmed.
2. All trees and bushes need to be free of dead branches.
3. Bushes that are planted near sidewalks need to be kept trim so they do not block the sidewalk.
4. All dead trees need to be removed per North Aurora ordinances MC 8.24.020C.

**Transfer of Ownership/Disclosure**

1. The 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. The selling Owner(s) must inform the Purchaser that there is a homeowner association and give them the name and contact information of the Management Company.

**Yard Maintenance**

1. Property must be regularly cleared of trash and debris.
2. Yards shall be free from the accumulation of rubbish or garbage
3. Prairie lawns are not allowed.
4. No items may be stored in front of the home or on the side of the home

**Exhibits:**

- A. Chesterfield Homeowners Association Residents Contact Information Sheet
- B. Chesterfield Homeowners Association Leasing Questionnaire



**Attachment A**  
**CHESTERFIELD RESIDENTS CONTACT INFORMATION**  
Please return your form to:  
**RealManage**

Owner's Name(s): \_\_\_\_\_

Additional Occupants: (Names):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

Address: \_\_\_\_\_,

North Aurora, IL 60542

Email # 1 Name: \_\_\_\_\_

Email # 2Name: \_\_\_\_\_

Phone Numbers:

Cell # 1 Name: \_\_\_\_\_

Cell # 2 Name: \_\_\_\_\_

Is the home currently being rented:                      Yes or No

If your home is being rented, please fill out the leasing questionnaire Attachment B.

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

**ATTACHMENT B  
LEASING QUESTIONNAIRE**

Please return your form to:  
RealManage

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? \_\_\_\_\_

How many 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 \_\_\_\_\_

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

These documents are available on our website Chesterfield HOA

Homeowner\_\_\_\_\_ Date\_\_\_\_\_

Homeowner\_\_\_\_\_ Date\_\_\_\_\_

Tenant\_\_\_\_\_ Date\_\_\_\_\_

Tenant\_\_\_\_\_ Date\_\_\_\_\_

Tenant\_\_\_\_\_ Date\_\_\_\_\_

Please attach a copy of the lease to this document